



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

**March 9, 2020
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. AGENDA ADOPTION
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. SPECIAL PRESENTATIONS
 - 1. Harrisburg Community Transportation Plan (CTP) Update
- 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 February 10, 2020 Town Council meeting.
- B. Consider the minutes of the February 10, 2020 Closed Session.
- C. Consideration of an Amendment to the FY2020 Budget Ordinance for a System Development Fees Settlement and Authorization of Payment
- D. Consideration of Amendment to the FY2020 Budget Ordinance for Lighting of Branded Facility Signs
- E. To set a public hearing for April 13, 2020 to consider the annexation of property at 7800 Robinson Church Rd (Howie property) H2019-03-(R).
- F. Consideration of Approval of Contract for 2020 July 4th Celebration Amusements

3. COMMUNICATIONS

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

C. COUNCIL COMMENTS

4. **PUBLIC HEARINGS**

5. **OLD BUSINESS**

6. **NEW BUSINESS**

A. Consideration of Revision to the Town's Vendor Conflict of Interest Policy

B. H2019-04-(S) Harrisburg Landing (Morris Drive Town homes) Preliminary Plat.

C. Consideration of Approval of a Contract with Kendig Keast Collaborative (KKC) for the update of Harrisburg's Unified Development Ordinance (UDO).

7. **ACTION ITEMS**

8. **CLOSED SESSION**

9. **ADJOURNMENT**

Town of Harrisburg's Vision Statement

Harrisburg will be the best small town in North Carolina based on low density housing, excellent economic opportunities, a safe living environment, and efficient and effective municipal services. Amenities such as excellent recreational programs, adequate open space, attractive shopping opportunities, a diversity of restaurants, and a connected system of roadways, sidewalks, greenways, and bicycle lanes will continue to enhance the quality of life of the Town. These services and amenities will be provided while retaining reasonable tax rates and debt levels.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the February 10, 2020 Town Council meeting.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the February 10, 2020 Town Council meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. Minutes February 10, 2020

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, FEBRUARY 10, 2020
6:00 PM**

MINUTES

Mayor Steve Sciascia called the meeting to order.

PRESENT: Mayor Steve Sciascia; Mayor Pro-Tem Ron Smith, Councilmembers Diamond Staton-Williams, Ian Patrick, Rick Russo, John Booth, Rodney Dellinger, Troy Selberg

**1A.
AGENDA ADOPTION**

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

**1B.
INVOCATION**
Councilmember Russo conducted the invocation.

**1C.
PLEDGE OF ALLEGIANCE**

**1D.
SPECIAL PRESENTATIONS**

- **Proclamation – Black History Month**
- **Harrisburg Youth Council** – Youth Council Chair, Phillip Brown gave a presentation about what the Youth Council has been doing over the last few months.

**1E.
PUBLIC COMMENT**

- Sandy Morgan, 7173 Ruth Fidler Lane, Harrisburg - questions about policies for active shooter in the Town's parks
- Morgan Johnson, 4664 Lucas Court, Harrisburg – questions about the Town maintaining Lucas Court Haynes Brigman to get her contact information and set up a meeting with residents of Lucas Court to discuss
- Major Neal, 4669 Lucas Court, Harrisburg – concerns about Lucas Court
- Phillip Brown, 7234 Streamhaven Drive, Harrisburg – invited Council to Hickory Ridge High School's 3rd annual Black History Month celebration to be held this Thursday at 6:00pm
- James Pharr, 6031 Hickory Hollow Court, Harrisburg – questions about potential public transportation in Harrisburg

**2.
CONSENT AGENDA**

- A. Consider the minutes of the January 13, 2020 Town Council Meeting.
- B. Consider the minutes of the January 28, 2020 Special Meeting of Town Council.
- C. Consider amendment to FY2020 Budget Ordinance for insurance proceeds for Deputies and Communications.

MOTION:

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

3A.

COMMUNICATIONS

TOWN MANAGER/FINANCE REPORT

Manager Report:

- Planning and Zoning Board meeting February 18 – will be considering an age restricted subdivision on the Howie property (corner of Robinson Church and Tom Query)
- Neighborhood Meeting February 20 – taking a look at development at Hickory Ridge Road and Lower Rocky River Road
- Next Budget workshop February 27 at 6:00 pm
- Park construction continuing and the contractor will now be working weekends as well as evenings moving forward to try to stay on schedule

Finance Report:

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

3B.

COMMUNICATIONS

MAYOR'S COMMENTS

- Sustainability Committee meets on Wednesday. They are creating a Harrisburg Green Leaf program that will probably be rolled out to this Council next month and it will be tied to sustainability for businesses and neighborhoods. It will provide a scoring mechanism that will allow them to achieve up to 4 leaves, and they get a sticker and we will advertise them on our website. The next goal is to start the education process for the program on our website. Bylaws are also being written for the Sustainability Committee to incorporate them into an actual Board, and the goal is to have all of these things up and running by Earth Day in April.
- HBA meeting – talked about ways to help businesses in the Town be as successful as possible as well as sustainability. Haynes Brigman spoke.
- We announced the UDO Committee last month. It is actually going to be a steering committee made up of Council members as well as others. Possibly P&Z, County, citizens, etc. We currently have three Council members on the committee and once we select a UDO company, we can sit down with them and talk about what we would like to see with everyone having input.
- Asked James Mahoney, IT Director, to give an update on the issue we are having with Spectrum. James stated that the issue began around January 12, 2020 and Spectrum has a technician coming out tomorrow to look into it further. James has gone through our network with a fined toothed comb and has found nothing to indicate this is our issue. Should have more information later this week after the technician checks everything out.
- Town Center project – developer is still trying to move forward and seeking out partners for funding, but the Town Center owners are also doing the same thing at this point. We hope that by the end of this month we will have a clearer picture of what everyone's intentions are. As far as the potential \$3 million loan Council approved for Tony Xiang and his group, no monies have been paid out at this time and Haynes Brigman stated that he would recommend that Council not move forward with anything on that.

3C.

COMMUNICATIONS

COUNCIL'S COMMENTS

Councilmember Dellinger

- UDO Committee met for the first time last week. The rewrite and update of the UDO is very important to Harrisburg and its residents. Wants to ensure that at least two, if not three Harrisburg residents are included to represent that section of the populous. One of those seats should be an ETJ member as well. Wants to make sure the public is involved along the way, and should be involved prior to the public workshops, and definitely prior to a public hearing. Someone expressed that three Council members may be too many for the committee, but he would like to see all three remain. Believes it is best to mention at the beginning of

this process that just because the process has been followed one way before, it does not mean we can't follow a different process this time.

- Thanked the Public Works Department for keeping residents safe in the floods last week.
- Asked for an update on the request for speed trailers on Stallings Road. There have been too many accidents on that road because of people speeding. Offered to allow the trailer to be placed on his property if necessary.
- Had breakfast with the seniors at Hardees and they talk about the U-turn there as you head into town and turn around to go back towards Chick-Fil-A. There is not a sign there that says to yield to on-coming traffic and so they think this could cause accidents there. Is there anything that can be done there?

Discussion was then had concerning the UDO Committee and the number of members that may be on it. Nothing definite has been determined yet, but the thought is to keep it to 10-12 members.

Mayor Pro-Tem Smith

- Going from Raging Ridge up Stallings, it narrows down right in front of Flowers Farms pool. Just to the right there is a big divot. It has been there for about a year and is continuing to grow. It is a state road, but the divot is on the side of the road and wants to know if there is anything we can do. There have been accidents there in the past. Rob Donham, Engineering and Public Works Director, spoke and stated that he would look into it and report it to DOT as a safety issue and they will probably take care of it. Mayor Pro-Tem Smith also stated that he sent Council contact information for our new DOT representative and asked that he come out to a Council meeting to give us updates on projects in the area.

Councilmember Patrick

- The question has come up about potentially massaging the language of our Vendor Conflict Policy to state that if it is challenged and it is not easy to make a clear conflict determination, we will have our attorney review the challenge to make a final determination. Haynes Brigman explained to the audience what the policy is, and stated staff will work on some language and bring it back to Council for consideration in March.
- Volunteered to create specific criteria for residents to serve on the UDO Committee.

Mayor Sciascia

- Asked that we schedule a Community Chat soon.

4A.

PUBLIC HEARING

Consider changes to the rental cap in the Farmington PUD. Haynes Brigman stated that this public hearing was scheduled last month, but after further discussion, the developer has no interest in reducing the rental cap in the PUD and we have no legal authority to do so. Therefore, we will have to cancel the public hearing as there is nothing to consider.

MOTION:

Councilmember Selberg made a motion to cancel the public hearing. Second was made by Councilmember Russo. **The motion passed 7-0.**

5.

OLD BUSINESS

None

6A.

NEW BUSINESS

Staff presentation and discussion of Harrisburg Parks and Recreation Athletics. Town Council directed staff to bring back a presentation of the current state of athletics within the Harrisburg Parks & Recreation Department. Staff prepared a presentation with various discussion points for Council to consider.

The presentation reviewed the following items:

- Youth Athletic participation
- Facility Space and Utilization
- Revenues and Expenditures associated with Athletics
- Partnership overview with Cabarrus County
- Facility Needs

7.

ACTION ITEMS

- Determine the number of members for the UDO Steering Committee and what the make-up of that membership looks like
- Get an update on the request to place speed trailers on Stallings Road
- Check out options for the U-turn near Hardees and Chick-Fil-A
- Contact DOT concerning the divot on Stallings Road
- Schedule a DOT update at a future Council meeting
- Bring the amended Vendor Conflict Policy language to Council for consideration in March
- Schedule a Community Chat

MOTION:

Councilmember Russo made a motion to move forward with the action items listed above. Second was made by Councilmember Booth. **The motion passed 7-0.**

8.

CLOSED SESSION

MOTION:

Mayor Pro-Tem Smith made a motion to go into Closed Session to consult with an attorney per N.C.G.S. 143-318.11(a)(3). Councilmember Russo made the second. **The motion passed 7-0.**

Upon returning from Closed Session, the following action was taken:

MOTION:

Mayor Pro-Tem Smith made a motion to come out of Closed Session and return to regular business. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

9.

ADJOURNMENT

MOTION:

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

ATTEST:

Janet Rackley, Town Clerk

Steve Sciascia, Mayor



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the February 10, 2020 Closed Session.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the February 10, 2020 Closed Session.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of an Amendment to the FY2020 Budget Ordinance for a System Development Fees Settlement and Authorization of Payment

Presenting Personnel:

Suggested Motion or Action:

If approved:

Motion to approve the FY2020 budget amendment for the system development fees settlement as presented, along with the authorization of payment in the amount of \$61,270 to DDR Capital, LLC.

Description/Background:

The Town has settled a lawsuit with DDR Capital, LLC, for the repayment of \$61,270 of system development fees that the Town collected for the Courtyards at Harrisburg subdivision. These fees came in dispute after HB436 was passed by the NC legislature and went into effect last year.

Recommendation:

Staff recommends approval of the attached budget amendment and authorization of payment.

Fiscal Impact:

These funds will be covered by appropriated fund balance, which is where the prior fees that were in dispute reside. A budget amendment has been attached to fund \$61,500 of lawsuit settlement budget expense.

Attachments:

1. Budget Amendment - System Development Fees Settlement



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

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

Section 1. Amend Water Sewer Fund to account for the settlement of system development fees.

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

Increase line item 400-6000-54250	\$ 61,500
Lawsuit Settlements	

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

Increase line item 400-48599	\$ 61,500
Appropriated Fund Balance	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 9th day of March, 2020.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Amendment to the FY2020 Budget Ordinance for Lighting of Branded Facility Signs

Presenting Personnel:

Logan Lover, Communications Manager

Suggested Motion or Action:

If approved:

Motion to approve the budget amendment, as provided, to fund the remainder of the branded facility signs, as presented.

Description/Background:

Branded facility signs were installed at Fire Stations 1, 2 and 3, and at Pharr Mill Park and Stallings Park. Part of the installation plan was to have an electrician install light bars on both sides of the signs. The required materials, equipment and labor for installation of the light bars at each site, as well as power run to each sign.

Staff reached out to multiple electricians and determined that Sentry Electric and Controls, Inc. would be the best and most economical to use for this project. After initial quotes were received, staff worked with the vendor to get the price to \$5,950 per sign. This is approximately \$8,500 over the original budget.

In order to cover this shortfall, staff will utilize funds from other Communications budget line items that will not be used in the current year.

Recommendation:

Staff recommends approval of the attached budget amendment, as presented.

Fiscal Impact:

A transfer of \$3,500.00 from 100-1200-53300 (Printing) and \$5,000.00 from 100-1200-56310 (Professional Services) to the project budgets will allow the Town to fund the remainder of the lighting necessary at each branded facility signage site. There will be no net change to the Communications budget.

No contingency or reserve funds will be used.

Attachments:

1. Budget Amendment - Branded Facility Signs



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

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

Section 1. Amend General Fund to account for additional costs of Communications' Branded Signage project.

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

Decrease line item 100-1200-55910 Advertising	\$ 5,000
--	----------

Decrease line item 100-1200-53300 Printing	\$ 3,500
---	----------

Increase line item 100-1200-53300 Capital Outlay	\$ 8,500
---	----------

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 9th day of March, 2020.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

To set a public hearing for April 13, 2020 to consider the annexation of property at 7800 Robinson Church Rd (Howie property) H2019-03-(R).

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

Motion to set a public hearing for April 13, 2020 to consider the annexation of the property at 7800 Robinson Church Rd (Howie property) H2019-03-(R).

Description/Background:

The Public Hearing is requested for April 13, 2020 to consider the annexation of the property at 7800 Robinson Church Rd (Howie property) H2019-03-(R). The property is in the Town's ETJ, applicant has requested rezoning of this property to allow for age-restricted single-family homes on the site. A public hearing for the consideration of the rezoning of the property will also be held on April 13th.

Recommendation:

Staff recommends setting the public hearing to consider annexation the property at 7800 Robinson Church Rd (H2019-03-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. Petition Requesting Annexation
2. Legal Property Description
3. Property Map
4. Certificate of Sufficiency
5. RESOLUTION OF PUBLIC HEARING - contiguous



Harrisburg NC

The right side of opportunity

PETITION REQUESTING ANNEXATION

DATE: 10/30/19

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:

SEE EXHIBIT "A"

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

Ann H Wolfe POA For

Carolyn O. Howie PO Box 248

HARRISBURG, NC

28075

PIN 55075084100000



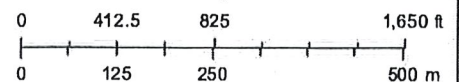
Property Real ID	01-016 -0053.00	Parcel PIN	55075084100000
Physical Address:	7800 ROBINSON CHURCH RD HARRISBURG NC 28075	Land Units	32.99
Owner Name 1:	HOWIE PARKS H	Land Units Type	AC
Owner Name 2:	HOWIE CAROLYN O WF	Land Value	1127130
Mailing Address:	P O BOX 248	Building Value	118640
Mail City:	HARRISBURG	Assessed Value	217140
Mail State:	NC	Market Value	1260830
Mail Zip:	28075		

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

Map Created By Cabarrus County IT Department
Data Sources: Cabarrus County Land Records

Sources: Esri, HERE, Garmin, Intermap, Increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

1:9,028



Print Date: October 30, 2019

	<u>Zoning</u>	<u>Name / Owner</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
	<u>Original Site</u>	<u>RE</u>	<u>Property #55075084100000</u>	<u>7800 ROBINSON CHURCH RD.</u>	<u>HARRISBURG</u>	<u>NC</u>
						<u>28075</u>
1	RE	Vincent & Kary Love	8140 ROBINSON CHURCH RD	Harrisburg	NC	28075
2	RM 1	BRIDGE POINTE HOMEOWNERS ASSOCIATION INC; C/O CUSICK COMMUNITY MGMT LLC	11111 CARMEL COMMONS BLVD STE 410	Charlotte	NC	28226
3	RM 1	BRIDGE POINTE HOMEOWNERS ASSOCIATION INC; C/O CUSICK COMMUNITY MGMT LLC	11111 CARMEL COMMONS BLVD STE 410	Charlotte	NC	28226
4	RE	Betty B. Lee	7725 ROBINSON CHURCH RD	Harrisburg	NC	28075
5	RE	Ossama Bianouni	7910 TOTTENHAM DR	Harrisburg	NC	28075
6	RE	Betty B. Lee	7725 ROBINSON CHURCH RD	Harrisburg	NC	28075
7	RE	Joshua & Linda Goodman	7535 ROBINSON CHURCH RD	Harrisburg	NC	28075
8	RE	Walter & Betti Howie	7600 ROBINSON CHURCH RD	Harrisburg	NC	28076
9	RE	John & Barbara Howie	4848 TOM QUERY ROAD	Harrisburg	NC	28077
10	RE	Ruby Harris	4949 TOM QUERY RD	Harrisburg	NC	28078
11	RM 1	David & Kimberlee Harman	7837 TOTTENHAM DRIVE	Harrisburg	NC	28079
12	RM 2	Casey Johnson	7845 TOTTENHAM DR	Harrisburg	NC	28080
13	RM 3	Robert & Angela Brown	7853 TOTTENHAM DRIVE	Harrisburg	NC	28081

14	RM 4	James & Carolyn Stubbs	7861 TOTTENHAM DR	Harrisburg	NC	28082
15	RM 5	Nicholas & Virginia Lieto	7869 TOTTENHAM DR	Harrisburg	NC	28083
16	RM 6	Victoria Minchin	7901 TOTTENHAM DR	Harrisburg	NC	28084
17	RM 7	Maura Cooper & Stuart Ott	7909 TOTTENHAM DR	Harrisburg	NC	28085
18	RM 8	Kenneth & Darlene Seibert	7917 TOTTENHAM DRIVE	Harrisburg	NC	28086

Being located in Number 1 Township, Town of Harrisburg, Cabarrus County, North Carolina and being more particularly described as follows:

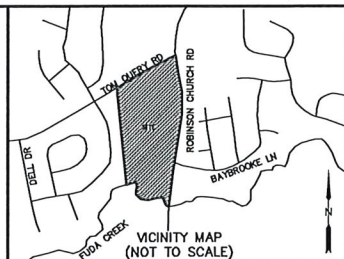
Beginning at a point in the centerline of Tom Query Road having NC Grid Coordinates of N: 571,136.87, E: 1,505,352.79, said point being the northeastern corner of Ruth S. Harris, and runs thence from the point of beginning along the centerline of Tom Query Road the following calls: 1) N 60° 35' 42" E 254.14 to a computed point; 2) N 60° 41' 59" E 307.76' to a computed point; 3) N 61° 12' 25" E 295.65' to a computed point; 4) N 63° 08' 49" E 56.12 to a computed point; 5) N 64° 20' 59" E 79.41' to a computed point, said point being the northwestern corner of Betty B. Lee as recorded in DB 10127 PG 18; thence S 6° 57' 58" E 225.12' to a found iron rod; thence S 3° 39' 41" E 297.79' to a computed point; thence S 3° 39' 41" E 261.20' to a computed point; thence S 78° 26' 59" E 5.73' to a computed point in the centerline of Robinson Church Road; thence with the centerline of Robinson Church Road the following seven (7) calls: 1) S 2° 39' 57" E 59.08' to a computed point; 2) S 4° 15' 07" W 59.14' to a computed point; 3) S 5° 18' 18" W 57.04' to a computed point; 4) S 8° 44' 35" W 437.63' to a computed point; 5) S 9° 01' 22" W 296.16' to a computed point; 6) S 9° 58' 08" W 198.99' to a computed point; 7) S 10° 06' 16" W 164.99' to a computed point; thence leaving the centerline of Robinson Church Road N 79° 57' 52" W 45.00' to a set iron rod on the western right of way of Robinson Church Road; thence with the western right of way of Robinson Church Road along a circular curve having a radius of 15,645.00', an arc length of 146.31', and a chord bearing and distance of S 9° 46' 03" W 146.31' to a set iron rod; thence again with the western right of way of Robinson Church Road along a circular curve having a radius of 4,345.00', an arch length of 13.31', and a chord bearing and distance of S 9° 24' 42" W 13.31' to a point in the centerline of Fuda Creek; thence with the centerline of Fuda Creek the following twenty-eight (28) calls: 1) thence N 47° 41' 21" W 12.35' to a computed point; 2) thence N 34° 27' 01" W 10.52 to a computed point; 3) thence N 11° 25' 55" W 7.93' to a computed point; 4) thence N 7° 51' 23" W 16.93' to a computed point; 5) thence N 14° 29' 22" W 120.59' to a computed point; 6) thence N 60° 22' 14" W 12.56' to a computed point; 7) thence N 89° 46' 11" W 21.65' to a computed point; 8) thence S 58° 32' 31" W 24.99' to a computed point; 9) thence S 73° 21' 29" W 74.22' to a computed point; 10) thence S 80° 48' 58" W 36.20' to a computed point; 11) thence S 54° 48' 23" W 52.16' to a computed point; 12) thence S 65° 11' 40" W 52.52' to a computed point; 13) thence S 81° 58' 53" W 30.42' to a computed point; 14) thence N 70° 48' 13" W 36.67' to a computed point; 15) thence N 45° 07' 45" W 41.75' to a computed point; 16) thence N 54° 56' 39" W 75.01' to a computed point; 17) N 38° 22' 54" W 21.23' to a computed point; 18) N

15° 27' 47" W 20.45' to a computed point; 19) thence N 20° 04' 27" E 17.10' to a computed point; 20) thence N 38° 43' 31" E 36.05' to a computed point; 21) thence N 15° 34' 48" E 100.36' to a computed point; 22) thence N 21° 26' 51" W 13.35' to a computed point; 23) thence N 69° 16' 14" W 10.79' to a computed point; 24) thence S 85° 37' 08" W 27.46' to a computed point; 25) thence N 84° 42' 51" W 33.90' to a computed point; 26) thence N 72° 40' 36" W 62.72' to a computed point; 27) S 75° 25' 21" W 17.59' to a computed point; 28) thence S 46° 36' 55" W 22.78' to a computed point, thence leaving the centerline of Fuda Creek and running with the eastern line of the Fenton-Dell Subdivision as recorded in PB 37 at Page 18 N 4° 17' 21" W 409.54' to a found iron rod; thence N 4° 08' 00" W 199.94' to a found iron pipe; thence N 4° 10' 34" W 761.05' to the point and place of BEGINNING. Said parcel contains 34.17 acres, more or less.

LEGEND

- AX AXLE
- IPF IRON PIPE FOUND (AS DESCRIBED)
- IRF IRON ROD FOUND (AS DESCRIBED)
- AI ANGLE IRON
- PKF PK NAIL FOUND
- PKS PK NAIL SET
- SET IRON ROD (TRAVERSE)
- SET IRON ROD (P. REBAR)
- RR R.R. SPIKE
- CMF CONCRETE MONUMENT (FOUND)
- CMS CONCRETE MONUMENT (SET)
- HUB HUB (FOUND)
- HUB HUB (SET)
- NAF NAIL (FOUND)
- NAF NAIL (SET)

"THIS MAP MAY NOT BE A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats."



NOTES:

ALL DISTANCES ARE IN FEET (US SURVEY FOOT) AND DECIMALS THEREOF AND REPRESENT HORIZONTAL GROUND DISTANCES UNLESS SHOWN OTHERWISE.

THIS BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED ON THE DATE OF THE FIELD SURVEY.

BEARING AND DISTANCES SHOWN IN PARENTHESIS REPRESENT DEED CALLS FROM THE REFERENCE SHOWN HEREON, I.E. (N0°00'00"E 100.00)

A HORIZONTAL CONTROL MONUMENT OF A FEDERAL OR STATE AGENCY WAS NOT FOUND WITHIN 2000 FEET OF THE SUBJECT PROPERTY.

COORDINATE VALUES SHOWN HEREON ARE GRID (US SURVEY FOOT) BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM HAD 83. THE AVERAGE COMBINED FACTOR USED FOR THE PROJECT WAS 0.999999999999.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. PROPERTY MAY BE SUBJECT TO UNRECORDED RIGHT-OF-WAY, EASEMENTS, OR CONDITIONS NOT OBSERVED OR SHOWN HEREON.

TRAVERSE ADJUSTED BY THE LEAST SQUARES ADJUSTMENT METHOD.

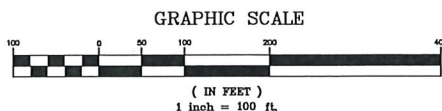
SUBJECT PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) AND ZONE AE REGULATORY FLOODWAY AS PER FEMA FIRM COMMUNITY PANEL NO. 3710550600K; EFFECTIVE DATE NOVEMBER 16, 2018.

THIS MAP DOES NOT CONFORM TO GS 47-30, AS AMENDED, IN THAT ITS SIZE AND BORDER REQUIREMENTS HAVE NOT BEEN MET.

LINE	BEARING	DISTANCE
L1	S 02°39'57" E	59.08'
L2	S 04°15'07" W	59.14'
L3	S 05°18'18" W	67.04'
L4	N 47°41'21" W	12.35'
L5	N 34°27'01" W	10.52'
L6	N 11°25'55" W	7.93'
L7	N 07°51'23" E	18.93'
L8	N 14°29'22" W	120.59'
L9	N 60°22'14" W	12.58'
L10	N 89°46'11" W	21.85'
L11	S 58°32'31" W	24.99'
L12	S 75°21'28" W	74.22'
L13	S 80°48'58" W	56.20'
L14	S 64°48'23" W	52.16'
L15	S 65°11'40" W	52.52'
L16	S 81°59'53" W	50.42'
L17	N 70°48'13" W	36.67'
L18	N 45°07'45" W	41.75'
L19	N 64°56'39" W	75.01'
L20	N 38°22'54" W	21.23'
L21	N 15°27'47" W	20.45'
L22	N 20°04'27" E	17.10'
L23	N 38°43'31" E	36.05'
L24	N 15°34'48" E	100.36'
L25	N 21°26'51" W	13.35'
L26	N 69°16'14" W	10.79'
L27	S 85°37'08" W	27.46'
L28	N 84°42'51" W	53.90'
L29	N 72°40'36" W	62.72'
L30	S 75°25'21" W	17.59'
L31	S 46°36'55" W	22.78'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	146.31'	15645.00'	0°32'09"	S 09°46'03" W	146.31'
C2	13.31'	4345.00'	0°10'32"	S 09°24'42" W	13.31'

PRELIMINARY PLAT:
NOT FOR RECORDATION,
CONVEYANCES, OR SALES



SURVEYORS CERTIFICATE

I, W. ANDREW EADES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS SHOWN; THAT THE RATION OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS SURVEY AND PLAT WERE PREPARED IN ACCORDANCE WITH TITLE 21, CHAPTER 56, SECTION 1.600 OF THE NORTH CAROLINA ADMINISTRATIVE CODE.

THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW ROAD OR SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 4TH DAY OF NOVEMBER, 2019.

W. ANDREW EADES, FLS L-3413 DATE: 11-04-19

DATE	REVISION	INITIAL



8020 Tower Point Drive
Charlotte, North Carolina 28227
Phone: (704)841-2588, Fax: (704)841-2567
F-1222

Internet Site: <http://www.mckimcreed.com>

DATE: _____

PRELIMINARY BOUNDARY
OF
ROBINSON CHURCH ROAD
FOR
EPCON COMMUNITIES

DATE: NOVEMBER 2019 SCALE: 1" = 100'
HARRISBURG CABARRUS COUNTY NORTH CAROLINA

PROJECT #: 077720002
PROJ. SVYR: WAE
DRAWN BY: WEH
FIELD BK.:
COMP. FILE:
SHEET #: 1 OF 1

DWG. #: ROBINSON CHURCH PRELIM BND



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 26th day of February 2020.




Janet Rackley, Clerk



**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 April 13, 2020.

Section 2. The area proposed for annexation is described as follows:

Being located in Number 1 Township, Town of Harrisburg, Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at a point in the centerline of Tom Query Road having NC Grid Coordinates of N: 571,136.87, E: 1,505,352.79, said point being the northeastern corner of Ruth S. Harris, and runs thence from the point of beginning along the centerline of Tom Query Road the following calls: 1) N 60° 35' 42" E 254.14 to a computed point; 2) N 60° 41' 59" E 307.76' to a computed point; 3) N 61° 12' 25" E 295.65' to a computed point; 4) N 63° 08' 49" E 56.12 to a computed point; 5) N 64° 20' 59" E 79.41' to a computed point, said point being the northwestern corner of Betty B. Lee as recorded in DB 10127 PG 18; thence S 6° 57' 58" E 225.12' to a found iron rod; thence S 3° 39' 41" E 297.79' to a computed point; thence S 3° 39' 41" E 261.20' to a computed point; thence S 78° 26' 59" E 5.73' to a computed point in the centerline of Robinson Church Road; thence with the centerline of Robinson Church Road the following seven (7) calls: 1) S 2° 39' 57" E 59.08' to a computed point; 2) S 4° 15' 07" W 59.14' to a computed point; 3) S 5° 18' 18" W 57.04' to a computed point; 4) S 8° 44' 35" W 437.63' to a computed point; 5) S 9° 01' 22" W 296.16' to a computed point; 6) S 9° 58' 08" W 198.99' to a computed point; 7) S 10° 06' 16" W 164.99' to a computed point; thence leaving the centerline of Robinson Church Road N 79° 57' 52" W 45.00' to a set iron rod on the western right of way of Robinson Church Road; thence with the western right of way of Robinson Church Road along a circular curve having a radius of 15,645.00', an arc length of 146.31', and a chord bearing and distance of S 9° 46' 03" W 146.31' to a set iron rod; thence again with the western right of way of Robinson Church Road along a circular curve having a radius of 4,345.00', an arch length of 13.31', and a chord bearing and distance of S 9° 24' 42" W 13.31' to a point in the centerline of Fuda Creek; thence with the centerline of Fuda Creek the following twenty-eight (28) calls: 1) thence N 47° 41' 21" W 12.35' to a computed point; 2) thence N 34° 27' 01" W 10.52 to a computed point; 3) thence N 11° 25' 55" W 7.93' to a computed point; 4) thence N 7° 51' 23" W 16.93' to a computed point; 5) thence N 14° 29' 22" W 120.59' to a computed point; 6) thence N 60° 22' 14" W 12.56' to a computed point; 7) thence N 89° 46' 11" W 21.65' to a computed point; 8) thence S 58° 32' 31" W 24.99' to a computed point; 9) thence S 73° 21' 29" W

74.22' to a computed point; 10) thence S 80° 48' 58" W 36.20' to a computed point; 11) thence S 54° 48' 23" W 52.16' to a computed point; 12) thence S 65° 11' 40" W 52.52' to a computed point; 13) thence S 81° 58' 53" W 30.42' to a computed point; 14) thence N 70° 48' 13" W 36.67' to a computed point; 15) thence N 45° 07' 45" W 41.75' to a computed point; 16) thence N 54° 56' 39" W 75.01' to a computed point; 17) N 38° 22' 54" W 21.23' to a computed point; 18) N 15° 27' 47" W 20.45' to a computed point; 19) thence N 20° 04' 27" E 17.10' to a computed point; 20) thence N 38° 43' 31" E 36.05' to a computed point; 21) thence N 15° 34' 48" E 100.36' to a computed point; 22) thence N 21° 26' 51" W 13.35' to a computed point; 23) thence N 69° 16' 14" W 10.79' to a computed point; 24) thence S 85° 37' 08" W 27.46' to a computed point; 25) thence N 84° 42' 51" W 33.90' to a computed point; 26) thence N 72° 40' 36" W 62.72' to a computed point; 27) S 75° 25' 21" W 17.59' to a computed point; 28) thence S 46° 36' 55" W 22.78' to a computed point, thence leaving the centerline of Fuda Creek and running with the eastern line of the Fenton-Dell Subdivision as recorded in PB 37 at Page 18 N 4° 17' 21" W 409.54' to a found iron rod; thence N 4° 08' 00" W 199.94' to a found iron pipe; thence N 4° 10' 34" W 761.05' to the point and place of BEGINNING. Said parcel contains 34.17 acres, more or less.

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.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of Contract for 2020 July 4th Celebration Amusements

Presenting Personnel:

Daniel Stines, Parks & Recreation Director, Haynes Brigman, Town Manager

Suggested Motion or Action:

Motion to approve a contract in the amount of \$54,000 with Palmetto Amusements LLC for the amusement rides at the 2020 July 4th Celebration.

Description/Background:

Palmetto Amusements, historically provides the rides and attraction features for the Town's July 4th Celebration. These include 15 amusement rides and 1 inflatable for a range of ages, 2-adult. The total contract amount is \$54,000 and the terms require a 50% deposit, and 50% on the day of the event. The contract is attached for reference.

Recommendation:

Staff recommends approval of the attached contract.

Fiscal Impact:

Total cost would be \$54,000, which is within the budget for the July 4th Celebration. 50% or \$27,000 would be due upon approval of the contract and the remainder due on July 4, 2020.

Attachments:

1. Palmetto Amusements - July 4th 2020



Contract Agreement

1. This agreement is between the **Town of Harrisburg's Annual 4th of July celebration at Harrisburg Park**, hereinafter referred to as the **BOOKING PARTY** and **PALMETTO AMUSEMENTS**, hereinafter referred to as the **SUPPLIER**.
2. **SUPPLIER** agrees to provide equipment, etc. as listed in paragraph 3 below for the **BOOKING PARTY'S** event date of **3 July 2020** operational times of **4:00pm-10:00pm** and **4 July 2020** operational times of **4:00pm-11:00pm**. **SUPPLIER** will service event date rain or shine but reserves the right to cease operation of amusement devices during inclement weather to ensure the safety of the children and the general public. **SUPPLIER** will then resume operations as weather permits during the above scheduled hours.
3. **SUPPLIER** agrees to provide:
 - a. Equipment: **See Addendum A.**
 - b. Supplier will also supply all staffing for the mechanical attractions. Supplier also will also be responsible for amusement ride inspection and permitting. Please be advised that Palmetto Amusements reserves the right to manipulate/rotate equipment in the event that a piece of equipment is not available due to a mechanical/safety issue.
4. **BOOKING PARTY** agrees to provide:
 - a. Access to the site at least **one day** prior to the event to set up if needed.
 - b. Site preparation to include but not limited to: Level surface, identification and marking of any and all hazards/underground utilities/water lines. Lighting of the general area is also the responsibility of the booking party for the safety of the patrons.
 - c. In the event of an inclement weather booking party is responsible for damage to the site during extraction of equipment.
 - d. Security during operational and non-operational hours.
5. **FINANCIAL TERMS:** The total amount for the items listed in paragraph 3 above is: **\$54,000.00**. **SUPPLIER** must receive this signed document and a 50% deposit in the amount of **\$27,000.00** within ten (10) business days of the date of this contract, in order for the event date above and the equipment to be guaranteed. The final balance will be due ten (10) business days prior to the event date listed in **Paragraph 2** in the amount of **\$27,000.00**.
 - a. Contract & Deposit Due Date : **18 February 2020**
 - b. Balance Due Date : **4 July 2020**
6. **CANCELLATION POLICY:** The deposit is non-refundable. If **BOOKING PARTY** wishes to reschedule event for inclement weather all financial agreements expected are still due. However, the event can be rescheduled **within 6 months** of the event date, minimal fees may be incurred due to unrecoverable expenses but decision to reschedule must be made **72 hours** in advance of the event. Should the **BOOKING PARTY** decide to cancel this agreement, see cancellation fee below:

Date of Cancellation	Cancellation Fee
2 months or greater from event	25% of balance due plus unrecoverable expenses
1 months or greater from event	50% of balance due plus unrecoverable expenses
2 weeks or less from event	100% of balance plus unrecoverable expenses



Contract Agreement

Addendum A.

Equipement

New for 2020	Interactive
Scat	Barrels of Pirates OR Rock Wall
Bungee Trampoline	
Family	Inflatables
Ferris Wheel	Monster Truck Bounce Combo
Carousel	
Fun Slide	Other
Swings	Power
Glass House	Staffing
Spinner	Inspections
Spin Master	Travel
Thrill	Hotel
Sizzler	
Rock o Plane	
Loop o Plane	
Youth	
Train (Wally or Rio Grande)	
Tractor Fun	
Total	\$54,000.00

7. ACCEPTANCE OF THIS CONTRACT BY BOOKING PARTY

Supplier Authorized Signature: Christy Boscaglia Date: 2/28/2020
Electronic Signature

Booking Party Authorized Signature: _____ Date: _____
Authorized Representative



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Revision to the Town's Vendor Conflict of Interest Policy

Presenting Personnel:

Suggested Motion or Action:

If approved:

Motion to approve the updated vendor conflict of interest policy, as presented.

Description/Background:

Town Council recently directed staff to make an update to the current vendor conflict of interest policy to include a provision for the Town Attorney to be part of the decision process in certain circumstances. Currently, the policy only provides for the Finance Department to analyze the details of the potential conflict and make a decision as to whether an actual conflict exists or not.

The attached revision to the policy includes new wording that describes in any event of dispute of the Finance Department's decision on whether there is a conflict of interest with an employee and a potential vendor of the Town, or if the conflict is not clear in nature for the Finance staff to determine, the Town Attorney is to review the facts and make a final determination.

Proposed revisions to the attached Vendor Conflict of Interest Policy are noted in red.

Recommendation:

Staff recommends approval of the attached revisions to the Vendor Conflict of Interest Policy.

Fiscal Impact:

Staff is proposing a \$1,500 increase to legal expenses in the FY2021 budget to account for the additional legal fees with this change.

Attachments:

1. Purchasing Policy - Vendor Conflict of Interest Revised



Town of Harrisburg, NC
Vendor Conflict of Interest Policy
Adopted 7/8/2019, Revised 3/9/2020

Purpose

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

The identification of the relationship and potential conflict of interest by a Town employee or a vendor does not mean that the vendor will automatically be disallowed. All identified potential conflicts of interest will be evaluated by the Finance Department and a decision as to their status as a vendor of the Town will be determined.

Personnel

A Town employee, council member, permanent part-time employee, volunteer, recurring or permanent seasonal employees, and advisory board members are all included in the term "employee" for the purposes of this policy.

A relationship to an employee that presents a potential conflict of interest, for the purposes of this policy, is defined to include persons who live in the same household. All family members and those with similar relationships who do not live in the household are permitted to do business with the Town.

Policy

The Town should not do business with a vendor who is fully or partially owned by or employs an employee or employee's household member. This policy applies regardless of the employee or family member's involvement in the purchase or transaction or their level of involvement or influence over the vendor. The relationship itself is the deciding factor for evaluation of a conflict of interest; no consideration is included for the employee's physical or direct contact or involvement in the transaction. The method of the purchase (in person, phone, online) has no bearing on the evaluation of the conflict of interest.

Certain circumstances, such as a proprietary purchase which can only be made from a single source, should be presented to the Finance Department for a final determination. A case for the proprietary nature of the purchase and an understanding of the vendor options for the purchase should be presented. For example, if contracting with a third party will ultimately get the same product from the same supplier but at a higher, or marked-up price, the Finance Department should weigh the fiscal responsibility of the Town with a potential conflict of interest situation.

The responsibility to adhere to this policy falls on multiple people. Vendors, via new vendor acceptance procedures or through annual information updates will be required to disclose their knowledge of any Town employee-conflicts of interest. Employees will also be required to disclose, annually, any known vendors that they or any family members work for or have any level of ownership in. The Town will rely on its purchasers to make the best effort to avoid these conflicts when selecting vendors and updates to the allowable vendor list can be made any time given a change in circumstances.

The expectation of the policy is that every best effort will be made by the purchaser to vet its vendors before making a purchase. It is incumbent on the purchaser to notify the Finance Department of a potential conflict of interest to allow Finance to adjust the approved vendor list accordingly. If, conversely, an employee knowingly uses a vendor that should not be on the approved vendor list, appropriate disciplinary action may be taken.

In such cases where there isn't a clear and obvious determination of a potential conflict by the Finance Department or a dispute of the Finance Department's decision on a potential conflict, the Town Attorney will be provided the information to make a final decision.

I _____ (print name) have read and understand the Vendor Conflict of Interest Policy.

Select one:

☐ I do not have any vendor-relationships, as described in this policy that require disclosure, as of the date of signature below.

☐ I have one or more vendor-relationship, as described in this policy that require disclosure, as of the date of signature below. (list vendors below)

Employee Signature:

Date:

Vendors with a potential conflict:



TOWN OF HARRISBURG

Agenda Item Details

Title:

H2019-04-(S) Harrisburg Landing (Morris Drive Town homes) Preliminary Plat.

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the Preliminary Plat application as requested by the applicant for the related property in application H-2019-04 (S).

Description/Background:

Rocky River LLC, on behalf of the Property Owner and Developer, has submitted a Preliminary Plat application for 15 town homes, located on the southwest corner of the intersection of Morris Drive and Patricia Avenue, behind Bojangles.

The site pin is 55075693030000 and consists a total area of 1.287 acres. The subject property was rezoned in 2019(Case #H-2018-10-(R)) to CZ-OI to allow for 13 Town Homes. The applicant has modified the town home product types to include 10 units with garages and 5 with no garages, increasing the units total to 15.

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-2018-10-R), the Harrisburg Area Land Use Plan (HALUP) and the standards of the UDO for CZ-OI districts.

The Planning and Zoning Board recommended approval of the proposed preliminary plat to the Town Council at their February meeting, with the inclusion of the conditions of the approved conditional rezoning plan.

Fiscal Impact:

Attachments:

1. Harrisburg Landing Preliminary Plat Application
2. HarrisburgLanding_ Site Location Map
3. HARRISBURG LANDING PRELIMINARY PLAT
4. H2019-04-(S) Staff Report_Harrisburg Landing TC
5. Harrisburg Landing_Building Elevations
6. Harrisburg Landing_Payment fee-in-lieu letter



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:	Harrisburg Landing
2. Location of Subdivision:	4850 HWY 49 S, Harrisburg NC 28075
3. Cabarrus County PIN Numbers:	5507-56-93030000
4. Current Zoning:	O-I
5. Project Classification (Residential, Commercial, etc.):	Residential
6. Is this a CU or CZ Project?	CZ ☒ YES: Case Number: H2018-10-(R) ☐ NO
7. Date of Rezoning Approval:	02/12/2019 Subdivision Case #:
Owner/Developer Information	
1. Property Owner Name:	Rocky River LLC Property Owner Phone: 860-595-6439
Property Owner Email:	venuvedre@gmail.com
2. Agent/Developer Name:	Agent/Developer Phone:
Agent/Developer Email:	
3. Contact for Comments Name:	Travis Gingras Contact for Comments Phone: 704-875-1615
Contact for Comments Email:	travis@hensonfoley.com
Utilities	
Water	Sewer
1, Who will provide water and sewer services for this site?	☐ Private ☒ Public Provider <u>Harrisburg</u>
	☐ 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) 3710550700K Map Date 11/16/2018

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

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

☐ YES: ☐ NO

Verification of Process

I, VENU GOPAL R, VEDRE, 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: 10/9/2019

Signed: 

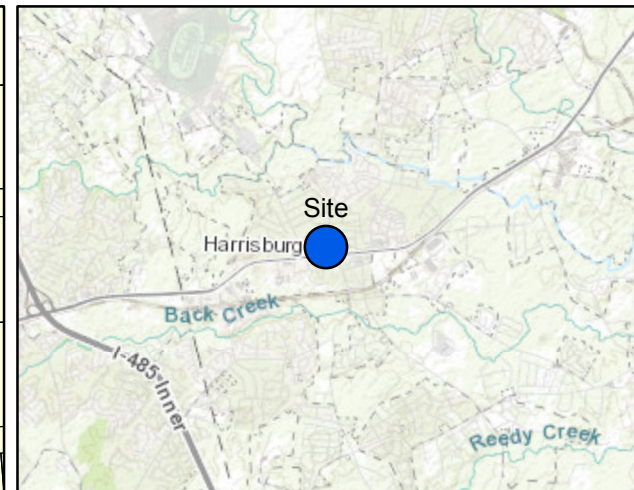
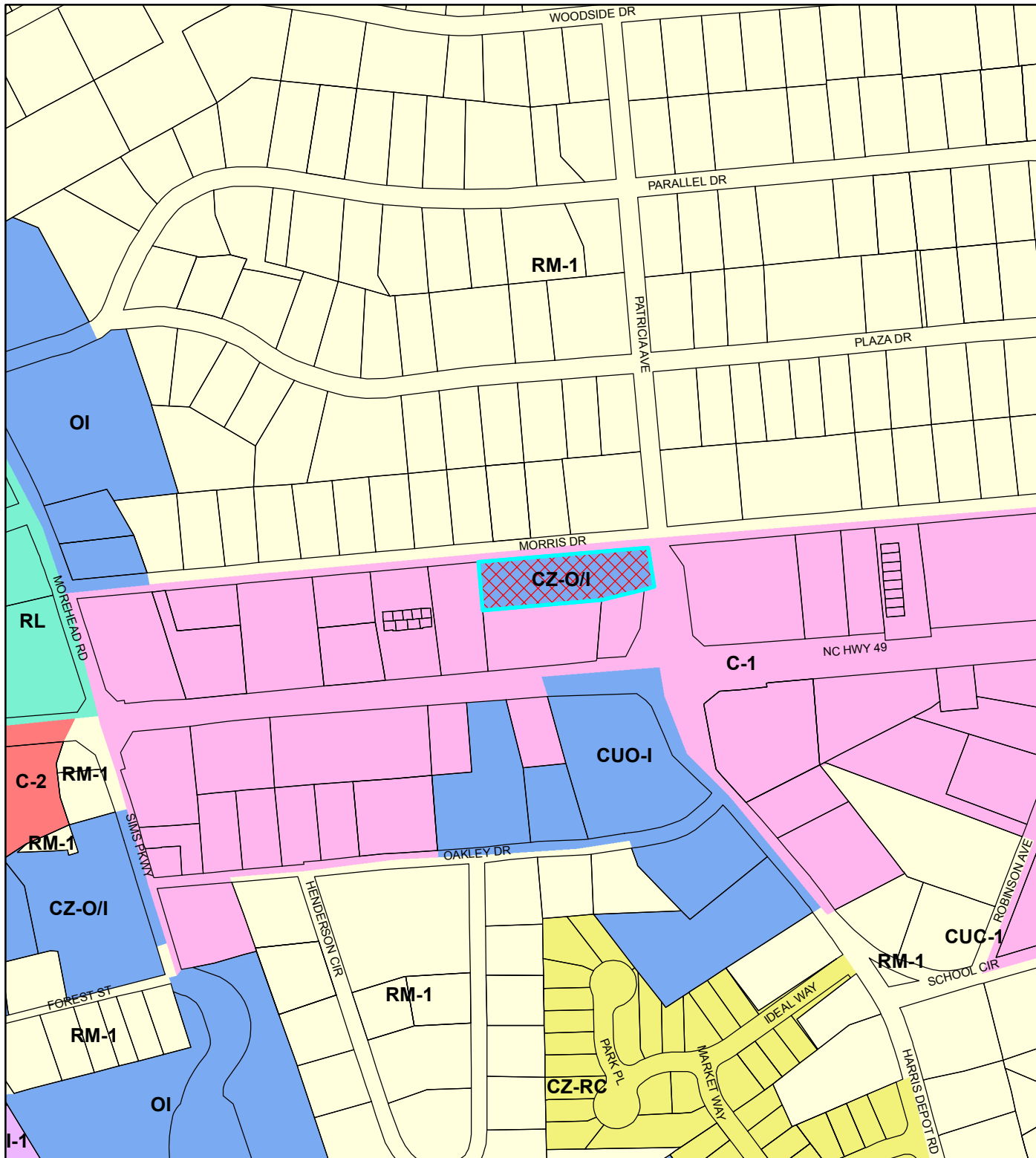
Title: LLC MANAGING MEMBER

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

Do not write below this point

For Staff Use Only:

Subdivision application fee paid: _____ Check Number: _____



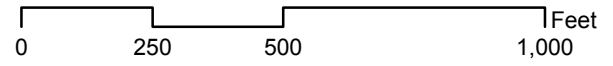
H 2019-04 (S) Harrisburg Landing Townhomes

Applicant: Harrisburg Holdings LLC

Zoning: CZ-OI (Conditional Office & Institutional)

Harrisburg Landing Townhomes
Preliminary Plat Request

-  Parcels
-  Site
-  Town Limits



1. APPLICANT AGREES TO OBTAIN ANY AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR DEVELOPMENT BEFORE ANY DEVELOPMENT ACTIVITY CAN TAKE PLACE. (PLANNING)
2. APPLICANT AGREES NOT TO USE VINYL SIDING, OR OTHER HIGH QUALITY CLADDING MATERIALS FOR ALL BUILDINGS SUCH AS MASONRY AND WOOD SIDING PRODUCTS. TO BE REVIEWED AND APPROVED BY THE TOWN. (APPLICANT)
3. APPLICANT AGREES TO PROVIDE A FEEDLOT OR FEED STORAGE. (APPLICANT)
4. APPLICANT AGREES TO CREATE A BUILDING-TO-STREET RELATIONSHIP ALONG MORRIS DRIVE TO HAVE THE "FRONT LOOK AND FEEL" AND BUILDING MATCH THE ELEVATION AS SUBMITTED. (PLANNING)
5. APPLICANT AGREES TO MAINTAIN ALL EXISTING TREES, SHRUBS AND GROUNDS IN THE FORM OF DEED RESTRICTIONS, ESTABLISHMENT OF HOA OR RESTRICTIVE COVENANTS RECORDED AND WILL RUN AS A RESTRICTIVE COVENANT. (APPLICANT)
6. APPLICANT AGREES TO DEDICATE A FEE IN LIEU OF PUBLIC OPEN SPACE DEDICATION FOR THE 0.37 ACRES OF REQUIRED PUBLIC OPEN SPACE, IN THE AMOUNT OF \$38,850.00 PER ACRE, FOR A TOTAL OF \$14,534.25 PER ACRE. (PLANNING)
7. APPLICANT AGREES TO INSTALL A FENCE ADJACENT TO JOANGLES DRIVE TO MEET THE REQUIREMENTS OF THE TOWN OF JOANGLES TOWN JURY FINAL PLAT APPLICATION. (PARKS AND RECREATION, ADVISORY BOARD)
8. APPLICANT AGREES TO INSTALL A FENCE ADJACENT TO JOANGLES DRIVE TO BE REVIEWED AND APPROVED BY THE TOWN. (APPLICANT)

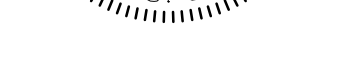
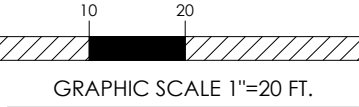
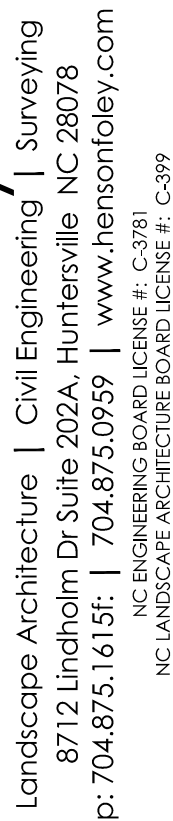
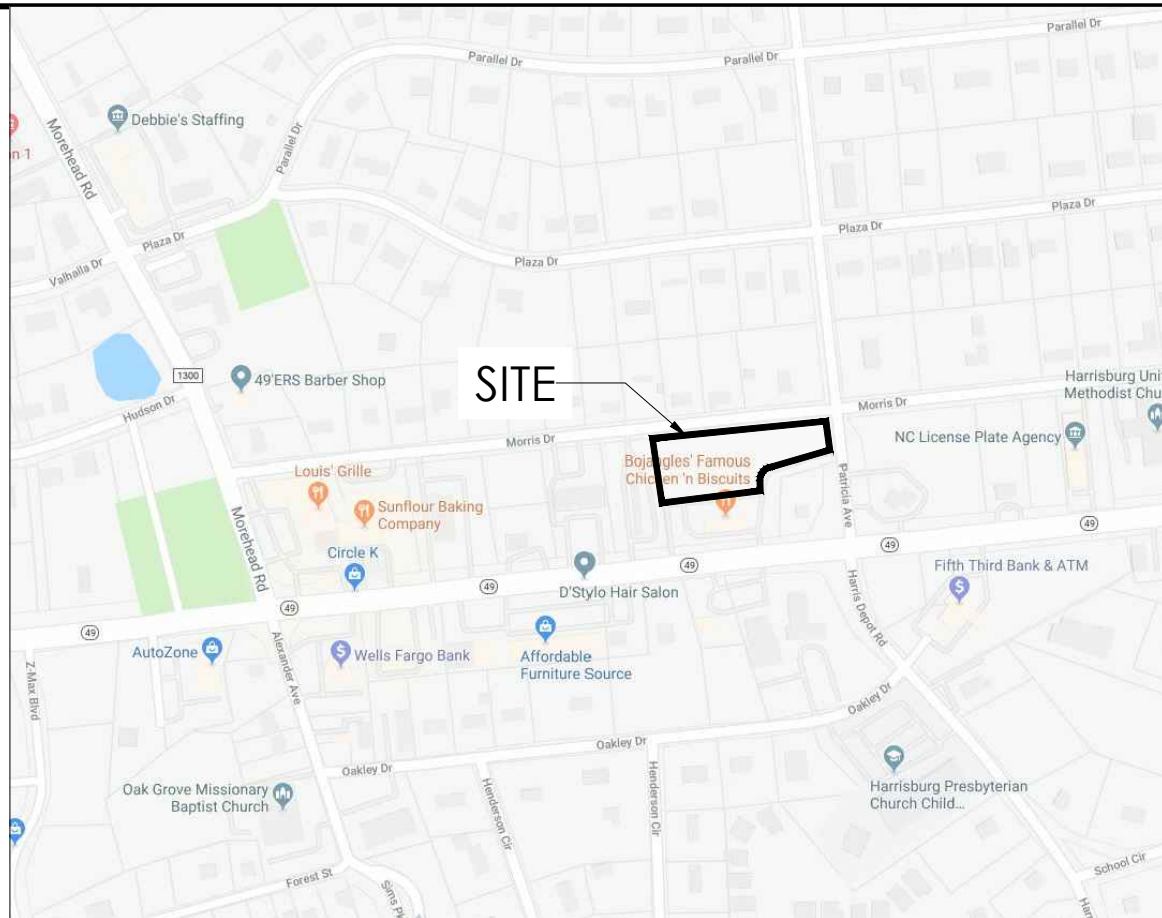
SITE DATA

DEVELOPER:	ROCKY RIVER LLC 4324 GRANITE RIDGE ROAD CEDAR FALLS, IA 50613 PH: (860) 575-6439
LOCATION:	4850 NC HWY 49 (PIN 5507-56-93030000) HARRISBURG, NC 28075
EXISTING ZONING:	CZ-O-I
CONTACT:	HENSONFOLEY (JAY HENSON) 704-875-1615
ITEM	PROVIDED
MIN. FRONT SETBACK	10 FT
MIN. SIDE SETBACK	0 FT
MIN. REAR SETBACK	0 FT
MAX. BUILDING HEIGHT	35'
SOIL TYPE	MkB
FEMA FIRM PANEL # / ZONE	3710550700K / ZONE X

PERIMETER LANDSCAPING TYPE A BUFFERS
1 TREE PER 100'
1 SHRUB PER 50'
40 POINTS PER 100 LF

ITEM	PROVIDED
SITE AREA	1.287 AC
BUILDING SIZE	BUILDING A: 5,477 SF (7 UNITS) BUILDING B: 6,073 SF (8 UNITS) BUILDING TOTAL: 11,550 SF (15 UNITS)
BUILDING DENSITY	15 UNITS PER ACRE
FAR	12,000/ 1,287 AC (56.061 SF) = 0.21
PARKING SPACES REQUIRED	30 @ 2 PER UNIT (15 UNITS)
PARKING SPACES PROVIDED	34 SPACES (GARAGE SPACE + DRIVEWAY)
BIKE PARKING REQUIRED	NONE
MIN. DRIVE AISLE WIDTH	AS NOTED
MIN. DRIVEWAY RADIUS	AS NOTED

NORTHING	EASTING	DESCRIPTION
576,380.53	1,505,686.49	REBAR AT PROPERTY CORNER
576,402.81	1,506,123.14	REBAR AT PROPERTY CORNER
576,295.51	1,506,136.67	PROPERTY CORNER
576,265.87	1,505,999.94	REBAR AT PROPERTY CORNER
576,250.12	1,505,924.01	PROPERTY CORNER
576,432.64	1,505,924.01	REBAR ON ADJACENT PROPERTY



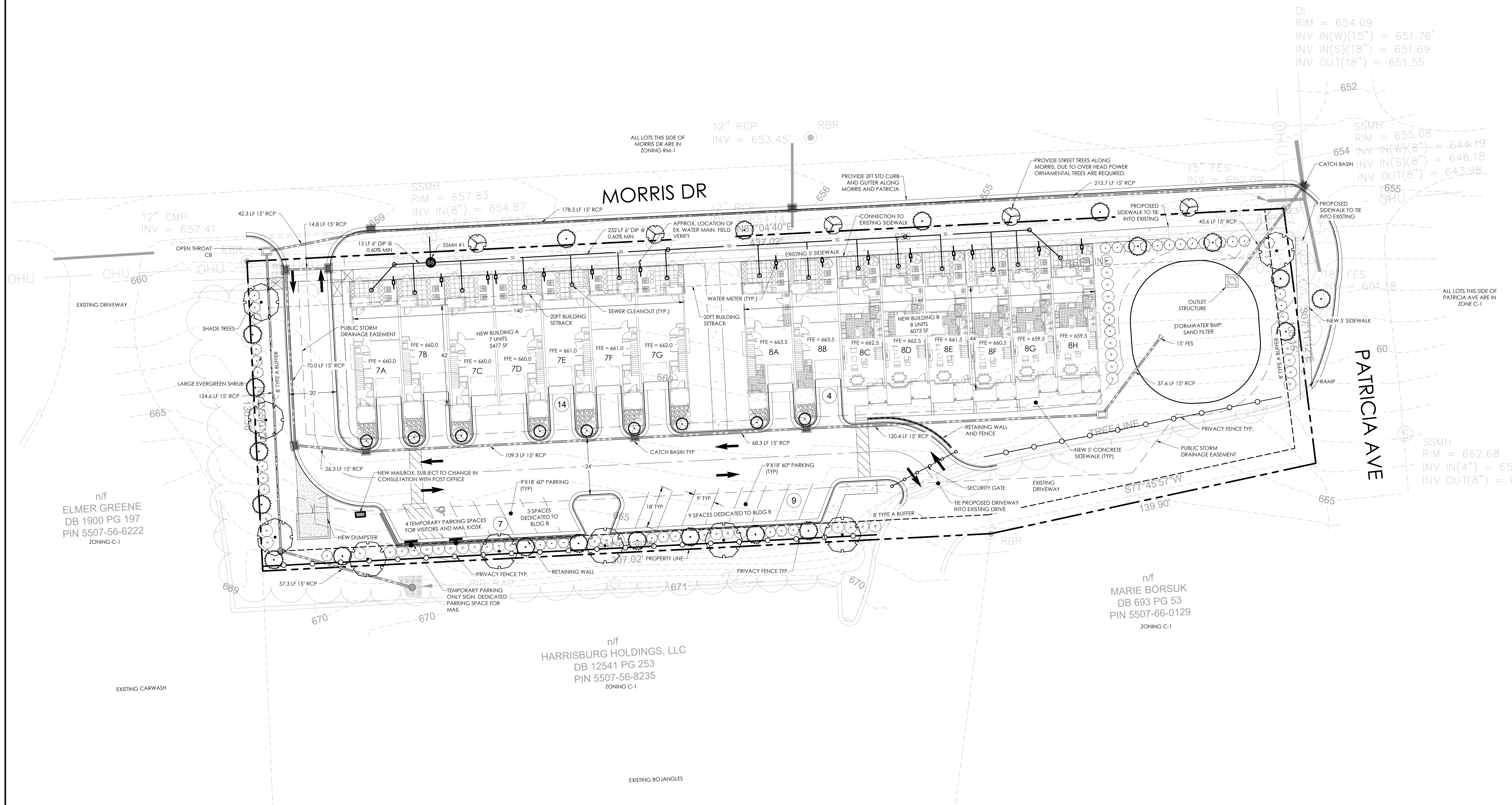
PIN # 5507-56-93030000
4850 HWY 49 S, HARRISBURG, NC 28075

PRELIMINARY PLAT

REV1 - 2019-09-04 - PRE SUBMITTAL
REV2 - 2019-10-09 - PRELIM PLAT SUB
REV3 - 2019-11-12 - PRELIM PLAT SUB
REV4 - 2020-01-27 - PRELIM PLAT SUB
REV5 - 2020-01-30 - PRELIM PLAT SUB

PRELIMINARY PLAT.DWG

PROJECT NUMBER:	219033
DATE: 01/27/2020	DRAWN BY: TL
01	01
SHEET	OF





Town of Harrisburg
Planning and Economic Development Department

DATE: February 27, 2020

SUBJECT: H2019-04-(S) **Harrisburg Landing**, Preliminary Plat

Owner/ Developer: Rocky River, LLC

Location: The subject property is located on the southwest corner of the intersection of Morris Drive and Patricia Avenue, behind Bojangles. PIN 55075693030000.

BACKGROUND:

Area: Approximately 1.287 acres

Zoning: CZ-O-I, Conditional Office-Institutional (Case #H2018-10-R)

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

GENERAL DISCUSSION:

- The subject property was rezoned in February 2019 from C-1 (Light Commercial/Office) to CZ-O-I (Conditional Office-Institutional) to build 13 multi-family townhomes, applicant has submitted revised site plan to build 15 townhomes (9 with garages and 6 without garages).
- With the revised plan, applicant is adding a secondary driveway (with security gate) to the existing Bojangles/Take 5 driveway.
- The applicant is seeking preliminary plat approval of Harrisburg Landing, a townhouse community of 15 units, consistent with the underlying O-I zoning, including the approved conditional rezoning site plan.
- Staff has reviewed the submitted preliminary plat and has found it to be generally consistent with the approved conditional zoning site plan and the standards of the UDO. There is variation in the product type and the number of units compared to approved rezoning. However, the rezoning intent to develop the site as town homes remains unchanged.

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 in this

district 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 farmhouse 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. There is variation in the product type and the number of units compared to approved rezoning. However, the general intent to develop the site as town homes remains intact.

- 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 an attached 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. The proposed use offer a different variety of housing types in Harrisburg.

- 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 Townhome development is Harrisburg Landing. This name has been approved for use by the Cabarrus County E-911 Coordinator, no new public streets are created.

APFO REVIEW:

SCHOOLS

The 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:

Proposed Student Generation:

Townhomes produce a very limited number of students. Using the student generation rate which has been used for the past several years, it was estimated (at the time of rezoning) that 13 townhomes would generate less than 4 students. These students would be divided between elementary, middle, and high school. Therefore, these schools would be receiving 2 students or less.

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.

Staff requests that the following conditions become part of the Town Council approval, which are inclusive of the conditions agreed to as part of the approval of the conditional zoning map amendment for the project (H2018-10-R):

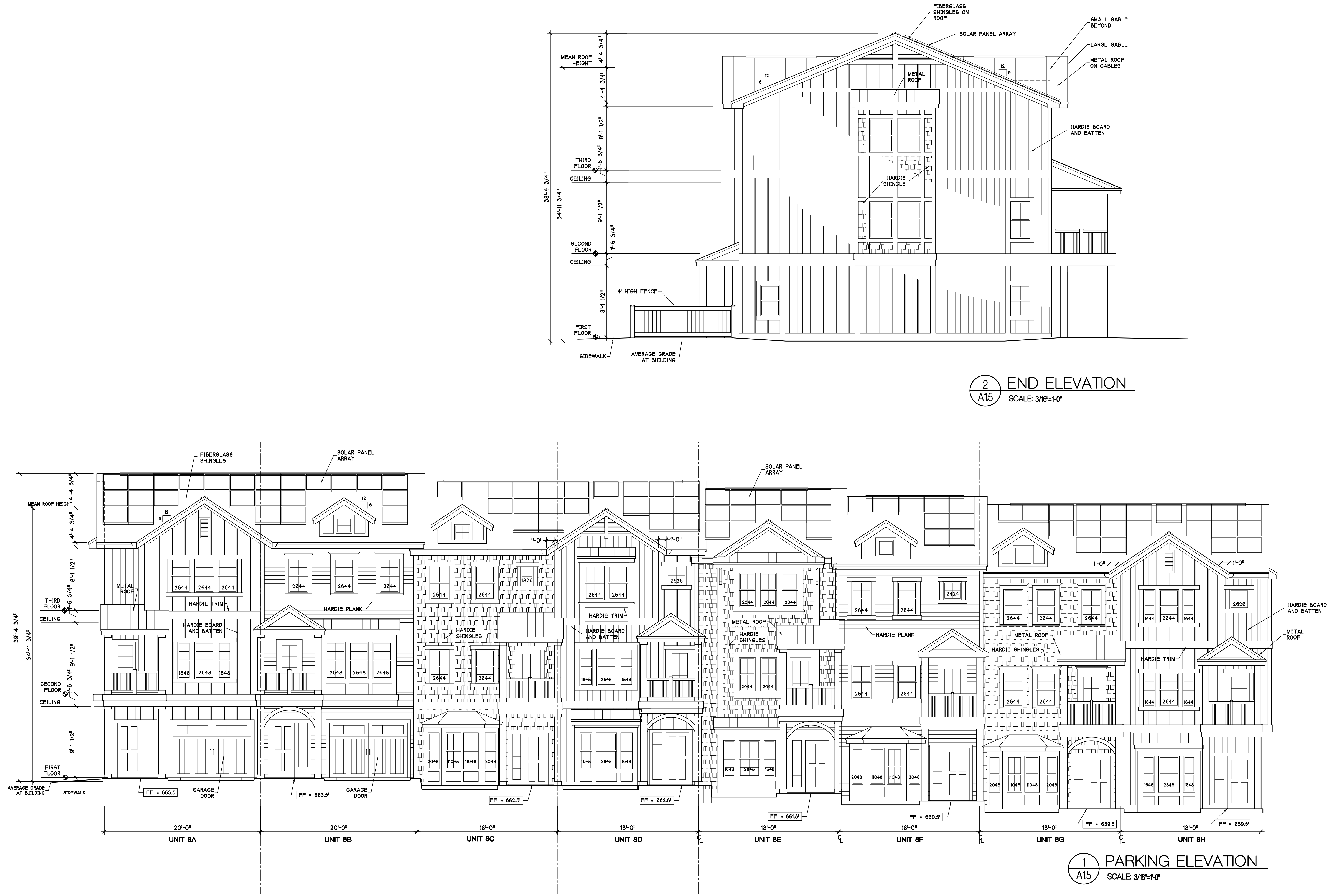
1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees not to use vinyl siding and utilize high quality cladding materials for all buildings such as masonry and wood siding products, to be reviewed and approved by the Town.
3. Applicant agrees to restrict outside storage.
4. Applicant agrees to create a building-to-street relationship along Morris Drive to have the "front look and feel" and building match the elevation as submitted.

5. 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.
6. Applicant agrees to dedicate a fee in lieu of Public Open Space dedication for the 0.43 acres of required Public Open Space, in the amount of \$38,850.03 per acre, for a total of \$16,705.51. All fee in lieu of dedications shall be made to the Town prior to final plat approval.
7. Applicant agrees to install a fence adjacent to Bojangles Property, to be reviewed and approved by the Town.

RECOMMENDATION:

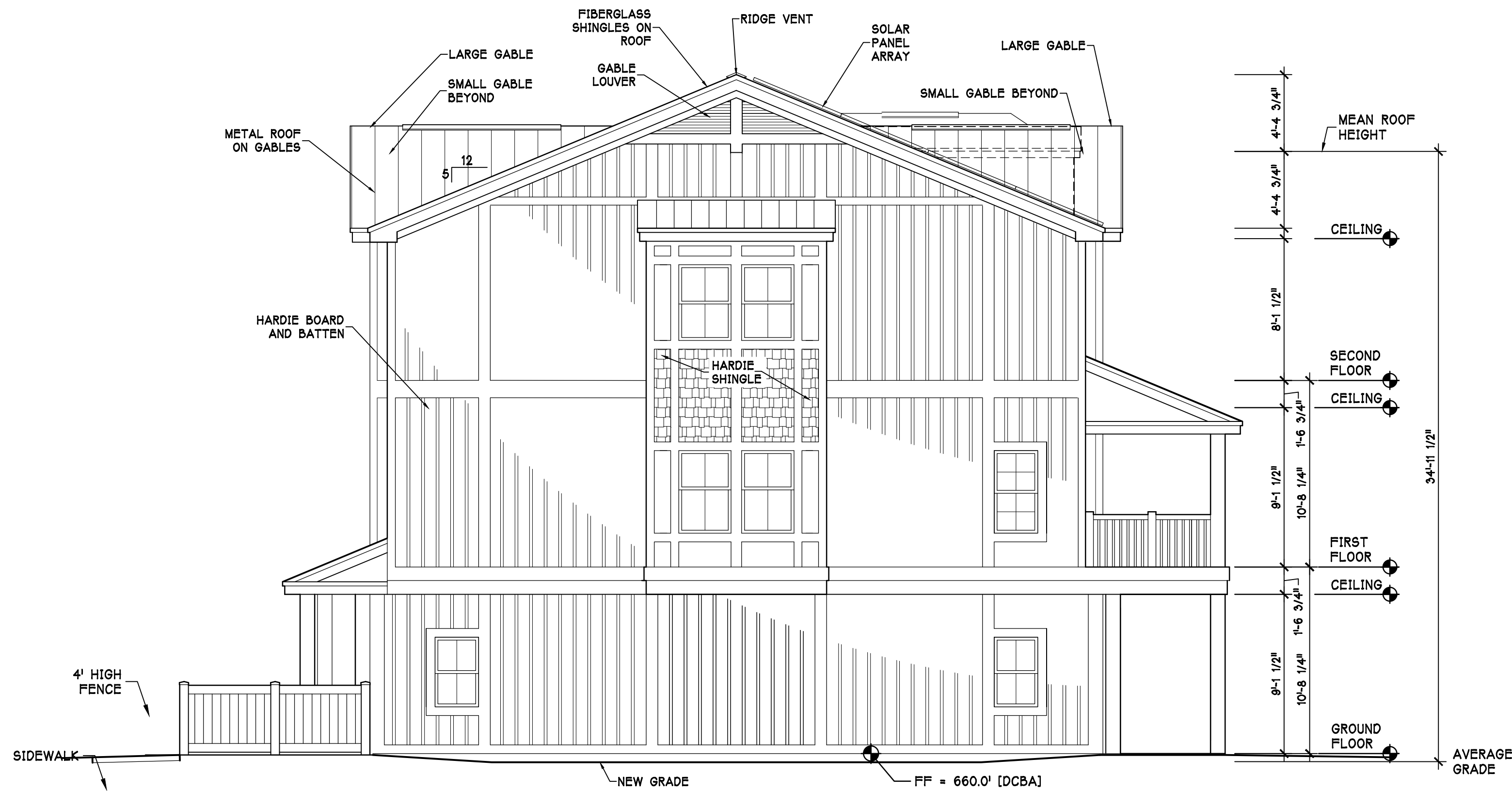
The preliminary plat is consistent with the Harrisburg Area Land Use Plan and the existing CZ-O-I zoning designation, including the multi-family residential design guidelines and approved Conditional Rezoning Site Plan. Therefore, the Planning and Zoning Department recommends approval of this preliminary plat request.

G:\1-commercial\Harrisburg Townhomes\ Current Drawings\8 Unit Building\A1.5 - A1.6 - elevations - stepped slab.dwg, 1/30/2020 6:07:43 PM, DWG To PDF.pc3



REVISION	KEY	DATE
HARRISBURG TOWNHOMES 4850 HWY 49 SOUTH HARRISBURG, NC		
NEW CONSTRUCTION		
MICHAEL R. MCLEOD ARCHITECT, PA www.mcleodarchitect.com 72 SOUTH END COURT, HAMPSTEAD, NC 28443 Phone: (910) 270-9778 Fax: (910) 270-9461		
ELEVATIONS		8 UNIT BUILDING
6 JAN 2020	A1.5	

G:\1-commercial\Harrisburg Townhomes\ Current Drawings\7 Unit Building\A2.1 - A2.4 - A2.5 - A2.6.dwg, 1/30/2020 6:15:47 PM, DWG To PDF.pcl



2 WEST END ELEVATION
A25 SCALE: 3/16" = 1'-0"



1 PARKING SIDE ELEVATION
A25 SCALE: 3/16" = 1'-0"

REVISION	KEY	DATE

HARRISBURG TOWNHOMES
4850 HWY 49 SOUTH
HARRISBURG, NC

NEW CONSTRUCTION

PRELIMINARY
NOT FOR
CONSTRUCTION

MICHAEL R. MCLEOD
ARCHITECT, PA
www.mcleodarchitect.com
72 SOUTH END COURT, HAMPSTEAD, NC 28443
Phone: (910) 270-9778 Fax: (910) 270-9461

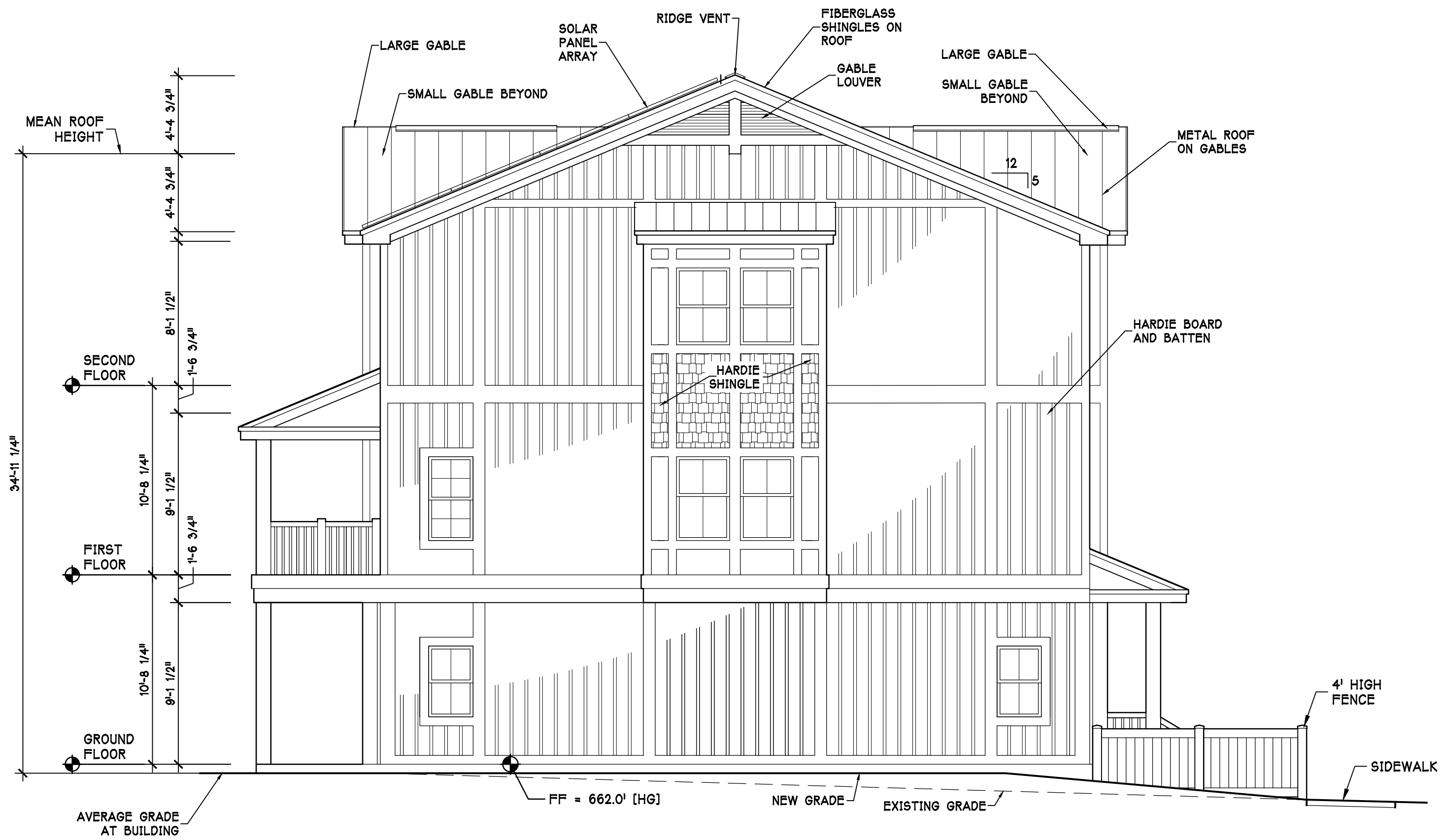
ELEVATIONS

7 UNIT BUILDING

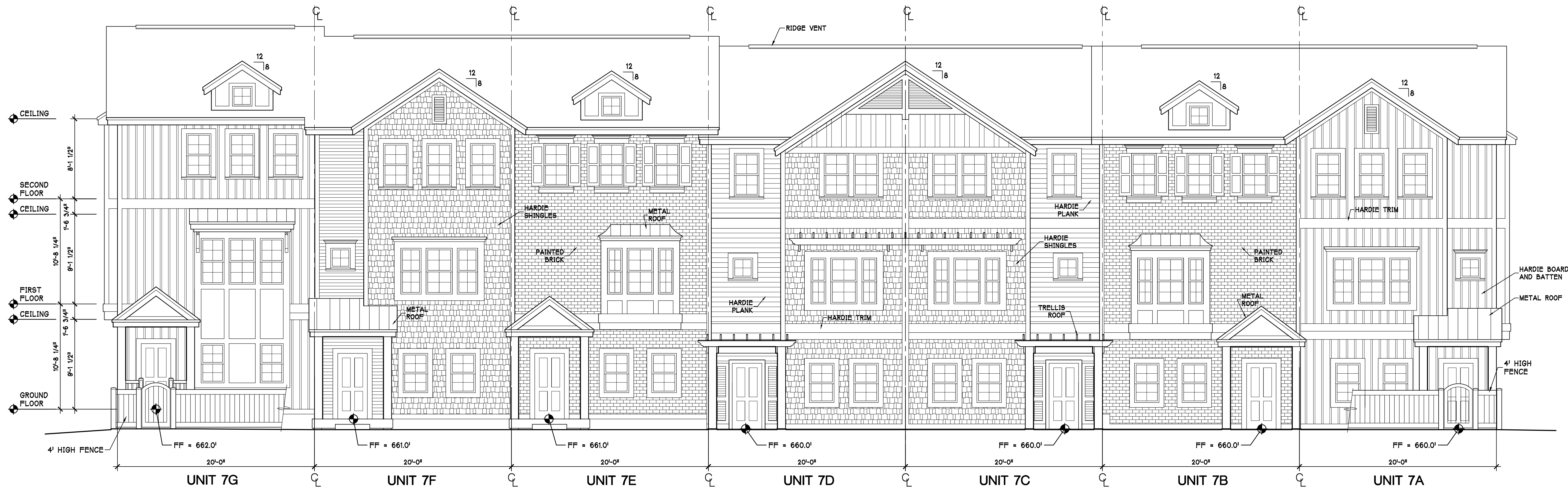
6 JAN
2020

A25

G:\1-commercial\Harrisburg Townhomes\ Current Drawings\7 Unit Building\A2.1 - A2.2 - A2.3 - A2.4 - A2.5 - A2.6.dwg, 1/30/2020 6:17:03 PM, DWG To PDF.pcl



2 EAST END ELEVATION
A26 SCALE: 3/16" = 1'-0"



1 STREET ELEVATION
A26 SCALE: 3/16" = 1'-0"

REVISION	KEY	DATE
HARRISBURG TOWNHOMES 4850 HWY 49 SOUTH HARRISBURG, NC		
NEW CONSTRUCTION		
PRELIMINARY NOT FOR CONSTRUCTION		
MICHAEL R. MCLEOD ARCHITECT, PA www.mcleodarchitect.com 72 SOUTH END COURT - HAMPSTEAD, NC 28443 Phone: (910) 270-9778 Fax: (910) 270-9461		
ELEVATIONS		7 UNIT BUILDING
6 JAN 2020	A2.6	

ROCKY RIVER, LLC.

4324 Granite Ridge Rd, Cedar Falls, Iowa, 50613

Phone: (860) 595-6439. Email: Rockyriverllc@gmail.com

2/26/2020

Town of Harrisburg
Mr. Daniel Stines,
4100 Main Street, Suite 101, Harrisburg, NC 28075

RE: Public Open Space for Morris Drive and Patricia Avenue.

Dear Mr. Stines,

We would like to present payment in lieu of dedication of public open space for the proposed townhome/duplex plan at the corner of Morris Drive and Patricia Avenue. The total purchase price for the property is \$50,000 and the acreage is 1.287 acres which averages out to \$38,850.03 per acre. There are 15 proposed lots within the Town of Harrisburg which calculates to .43 acres required open space based upon 1/35 of an acre per unit. We request to make this payment at the time of lot platting.

Total fee to be Paid = \$38,850.03/acre x .43 acres = \$16,705.51

Please advise if you have any questions or need additional documentation from us. We look forward to working with the Town of Harrisburg on this project.

Sincerely,



Venu Vedre,
Manager



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of a Contract with Kendig Keast Collaborative (KKC) for the update of Harrisburg's Unified Development Ordinance (UDO).

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved:

Motion to approve a contract with Kendig Keast Collaborative (KKC) for the update of Harrisburg's Unified Development Ordinance (UDO) in the total not-to-exceed amount of \$149,752.00 and authorize the Town Manager and Town Attorney to finalize the details of the contract.

Description/Background:

The Harrisburg Area Land Use Plan (HALUP) provides a general direction for future growth and development in and around Harrisburg. The policy document conveys a future vision and the steps to achieve that vision and the Unified Development Ordinance (UDO) is a tool to help the Town achieve such vision. The HALUP was adopted by the Town in June of 2018, one of the recommendations included in the HALUP was to update the Town's UDO to align with the recently adopted HALUP.

The Town prepared a Request for Proposals (RFP) and solicited proposals from qualified firms to assist with the update of the UDO. Four proposals (Kendig Keast Collaborative, Code Wright, Kimley-Horn and N-Focus) were received. All four teams were interviewed by the proposal review team. The review team was comprised of Harrisburg's Planning Director, Public Works/Engineering Director, Deputy Finance Director and Planning Manager from Cabarrus County. The proposals were reviewed based on the criteria established in the RFP, which were as follows:

- Demonstrated experience in creating similar work product to the UDO, working with a diverse groups of stakeholders and ability to prepare user-friendly documents.
- Qualifications of the firm and personnel (including any subcontractors) to be assigned to this project demonstrating the Consultant's capacity to complete requested services, their experience completing similar projects, including experience with research and analysis related to the scope of work elements.
- Demonstration of overall project understanding and clarity of the proposal and creativity/thoroughness in addressing the project objectives and deliverable outlined in the RFP.
- Completeness of submitted Proposal and separate Cost Estimate documents along with all elements required by the RFP and Demonstrated effort to solicit/include Disadvantaged Business Enterprise (DBEs), Minority Business.
- References to previous similar work, including work performed by all sub-consultants.

Based on the proposals received and the interview, the review team determined KKC to have advantages over the other proposals related to the following:

- KKC proposal and scope of work presented was innovative and offered transparent engagement opportunities with the general public and stakeholders throughout the process.
- KKC offered a user friendly platform for UDO document development, comment intake, and offers additional beneficial tasks (integrated GIS mapping, application submittal, MLS linkages etc) to be added at a later date.
- KKC was able to present their proposals thoroughly in the RFP and during the interview and offered redundancy in their teams roles.

The review team made their recommendations based on the proposals (scope of work) submitted, cost estimates were not part of the review process.

Below are the cost estimates submitted by each firms:

- Kimley-Horn and Associates, Inc: \$150,000
- Kendig Keast Collaborative (KKC): \$149,752
- CodeWright: \$148,285
- N-Focus Inc: \$67,700

The review team recommends contracting with Kendig Keast Collaborative (KKC) to assist the Town in updating it's UDO for the total not-to-exceed amount of \$149,752.00.

A draft Contract and Scope of Work is included in your packet for your consideration, staff is requesting Town Council's authorization to finalize the contract and scope of work with KKC.

Recommendation:

Staff recommends approval of the attached contract with Kendig Keast Collaborative (KKC) for the update of Harrisburg's Unified Development Ordinance (UDO).

Fiscal Impact:

The fiscal impact of this project is a one-time expense of \$149,752.00 paid out of general fund operations. This was budgeted in FY2019 for the full amount.

Attachments:

1. Professional Services Agreement 03.02.20 FINAL
2. Exhibit A Scope of Services 03.02.20 FINAL
3. Project Schedule n Budget 03.02.20 FINAL

PROFESSIONAL SERVICES AGREEMENT

**UNIFIED DEVELOPMENT ORDINANCE UPDATE
for
HARRISBURG, NORTH CAROLINA**

STATE OF NORTH CAROLINA §
 §
COUNTY OF CABARRUS §

KNOW BY THESE PRESENTS:

This Agreement made this ____ day of _____, 2020 (the "Effective Date"), by and between the Town of Harrisburg, North Carolina, hereinafter referred to as the "CLIENT," and Kendig Keast Collaborative, an Illinois Corporation, acting by and through its Chief Executive Officer, Mr. Bret C. Keast, with an office located at 1415 Highway 6 South, Suite D-100, Sugar Land, Texas, 77478, hereinafter referred to as the "CONSULTANT," do hereby make and enter into the following Agreement.

**ARTICLE I
CONSULTANT**

- 1.1 The CONSULTANT, as an independent contractor, covenants and agrees to perform the professional planning services related to the Unified Development Ordinance (UDO) as described in Article II, Scope of Services, and Exhibit "A" – Scope of Services. Such services shall be performed by the CONSULTANT in strict accordance with the terms of this Agreement and for the consideration stated. Subject to the provisions of Article VI below, CONSULTANT covenants and agrees to perform the specific services identified in Exhibit "A" – Scope of Services. The CONSULTANT shall complete the Scope of Services and shall submit deliverables to the CLIENT as identified in Exhibit "A" – Scope of Services.
- 1.2 The CONSULTANT shall provide its services under this Agreement with the same degree of care, skill, and diligence as is ordinarily provided by a professional planner under similar circumstances for the update of a Unified Development Ordinance and to which the Agreement applies.

**ARTICLE II
SCOPE OF SERVICES**

- 2.1 The CONSULTANT will perform the professional planning services related to the update of the Unified Development Ordinance as set forth in Exhibit "A" – Scope of Services, which is attached and made a part of this Agreement.
- 2.2 Pursuant to this Agreement, the CLIENT shall have the option to obtain the services of the CONSULTANT to perform Additional Services. All such Additional Services shall be described in a written Amendment to this Agreement, as provided by Article X, Changes or Termination, including description of the additional work, associated compensation, and time schedule as applicable. By way of illustration, matters which may constitute Additional Services shall include, but are not limited to, the following:

- (a) Requested additional workshops or meetings other than the number identified in the Scope of Services and project schedule that require added preparation or follow-up or displace other planned trip activities;
- (b) Requested additional trips other than the number identified in the Scope of Services and Project schedule;
- (c) Requested additional days or nights added to a scheduled trip that require additional time and direct expenses (e.g., meals, hotel nights, extended car rental and gasoline use, airline change fees, extended airport parking, etc.);
- (d) Other requested work tasks, study activities, or documentation not reasonably foreseen or specifically identified in the Scope of Services;
- (e) Requested additional deliverables or additional physical copies of deliverables, including the submission at key milestones of draft and final written reports or maps other than those specified, or in a quantity greater than the number identified, in the Scope of Services;
- (f) Requested revisions (individual or cumulative) to draft and final deliverables that are beyond the scope of the project described in Exhibit "A";
- (g) Requested review and provision of recommendations relating to other planning or development related issues and matters other than those for which such findings and recommendations are specified in the Scope of Services;
- (h) Further requested changes to a deliverable which the CONSULTANT has already revised based on review comments and which the CLIENT has already accepted as revised, and which the CONSULTANT reasonably determines to be significant and substantive changes to a deliverable already at a point of substantial completion in accordance with the Scope of Services and available budget; and
- (i) Other related or unrelated professional planning services that may be requested by the CLIENT which are not specified in the Scope of Services.

ARTICLE III

CONSULTANT PERSONNEL

- 3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CLIENT.
- 3.2 The CONSULTANT may contract with subconsultants for portions of the work or services under this Agreement with the prior written approval of the CLIENT. Any work or services subcontracted hereunder shall be specified by a written agreement and shall be subject to the provisions of this Agreement.

ARTICLE IV

SUPPORT SERVICES

- 4.1 The CLIENT agrees to provide the CONSULTANT with support services during conduct of the services listed in Article II, Scope of Services. Support services will include the services described in Exhibit "B" – Support Services, which is attached and made a part of this Agreement.

- 4.2 To the extent authorized by law, the readily available existing data and documentation obtained by the CLIENT that are relevant to the accomplishment of the Scope of Services specified in Article II shall be made available by the CLIENT for use by the CONSULTANT.
- 4.3 The CLIENT shall consider and act on all documents and project work items submitted by the CONSULTANT that require review, comments or approval by the CLIENT within a timeframe specified in Exhibit "A" Scope of Services and/or in the project schedule so as to enable the CONSULTANT to complete the work on schedule as provided in Article V of this Agreement.
- 4.4 The CLIENT agrees to provide the CONSULTANT with support services needed to organize, schedule, notify, provide meeting locations, conduct meetings, and prepare minutes of meetings including committees, workshops, public meetings, and public hearings as described in Exhibit "B" – Support Services. The CONSULTANT will advise and coordinate with the CLIENT to accomplish these support services.
- 4.5 In the event CLIENT fails to provide any of the needed Support Services in a timely or adequate manner, as documented in a progress report, any additional time or expenses incurred or required by CONSULTANT as a result of such failure shall be compensated on a basis of reimbursement of Actual Costs Incurred ("ACI") by CLIENT in the same manner as, and shall be considered to be, Additional Services.

ARTICLE V **TIME OF PERFORMANCE**

- 5.1 The CONSULTANT shall commence services upon execution of this Agreement and receipt of written Notice-to-Proceed from the CLIENT.
- 5.2 The CONSULTANT shall complete the services described in Article II, Scope of Services within eighteen (18) months from receipt of written Authorization-to-Proceed by the CLIENT (the "Term"), unless one or more of the following occur:
- (a) This Agreement is terminated in accordance with Article X, Changes or Termination; and
 - (b) The Scope of Services and/or Time of Performance are changed in accordance with Article II, Scope of Services or Article X, Changes or Termination, and additional time is added to the Term in writing in accordance therewith. In such case, the CONSULTANT shall complete the services within the additional time added to the Term.
- 5.3 The completion schedule set forth in Section 5.2 may be subject to causes that result in delay over which neither the CONSULTANT nor the CLIENT has any control. Notification and justification for any such delays identified by the CONSULTANT must be included in progress reports. The schedule of work will be extended, via a written notification sent pursuant to the terms herein and signed by both Parties, to include any such delays pursuant to Article X, Changes or Termination.
- 5.4 This Agreement shall terminate upon the CLIENT's final acceptance of work completed by the CONSULTANT, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI
COMPENSATION TO CONSULTANT

- 6.1 The CLIENT shall compensate the CONSULTANT for the professional services performed on or after the Effective Date under this Agreement. For the Basic Services described in Exhibit "A" Scope of Services under Article II, Scope of Services, the CLIENT shall pay to the CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") an amount not to exceed one hundred forty nine thousand seven hundred fifty two dollars (\$149,752). ACI includes a loaded rate for staff time, and direct expenses. The above ACI amount may be modified pursuant to Article X, Changes or Termination, in the event of increased cost, change in the Scope of Services, an extension of time beyond that specified in Section 5.2, or an increase or decrease in the complexity or character of the work. In addition to ACI, CLIENT agrees to compensate CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") for any Additional Services as provided by Article II, Scope of Services, provided that such Additional Services are agreed upon in writing prior to their being undertaken. The cost of such Additional Services shall be invoiced separately by CONSULTANT and paid by CLIENT upon receipt of billing for such services. Such payments shall be in addition to and have no bearing on the above ACI amount. Payment later than 30 days shall include interest at 1-1/2 percent per month from the date the CONSULTANT receives confirmation of CLIENT receipt of the invoice until the date CONSULTANT receives payment. Such interest is due and payable when the overdue payment is made and is in addition to the above stated total contract amount.
- 6.2 Each invoice from the CONSULTANT shall be due and payable by the CLIENT upon receipt by the CLIENT, subject to the terms of Section 6.1. The billing statement, certified true and correct by CONSULTANT, shall show the total amount paid and the amount due and payable as of the date of the current statement. Amounts paid and due for Additional Services shall be identified on a separate invoice.
- 6.3 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CLIENT for the performance of this Agreement. If at any time during the period of performance under this Agreement, sufficient appropriations and authorization are not made by the CLIENT, this Agreement shall terminate upon written notice being given by the CLIENT to the CONSULTANT. In such event, CLIENT shall comply with the provisions of Section 10.4 below. The CLIENT's decision as to whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.

ARTICLE VII
PRODUCT OF SERVICES, COPYRIGHT

- 7.1 The CONSULTANT and the CLIENT mutually agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the CLIENT. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes, except for any confidential information, as defined in Article XI, hereof.
- 7.2 The CONSULTANT shall furnish the CLIENT with the number of copies of reports as shown in Exhibit "A" – Scope of Services.

- 7.3 Nothing produced in whole or in part by the CONSULTANT under this Agreement shall be the subject of an application for copyright by or for the CONSULTANT. The CONSULTANT will use existing proprietary software as required.

ARTICLE VIII
PRIVATE INTERESTS OF PUBLIC OFFICIALS AND CONSULTANT

- 8.1 No official, employee, agent, or member of the local public body of the CLIENT shall have any financial interest, direct or indirect in this Agreement or the proceeds thereof.

ARTICLE IX
CERTIFICATIONS OF CONSULTANT

- 9.1 The CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, any commission, percentage, brokerage fee, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 9.2 The CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X
CHANGES OR TERMINATION

- 10.1 This Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto.
- 10.2 The CLIENT may, from time to time, request changes in the Scope of Services and/or time of performance for the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.
- 10.3 This Agreement may be terminated before the termination date stated in Article V, Time of Performance, by any of the following conditions:
- (a) Right of Either Party to Terminate for Cause - This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other party by express mail with point-by-point tracking and such termination shall take effect twenty (20) days after the notice is deposited in the express mail, provided that the failure to perform has not been remedied by that time. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

(b) Right of the CLIENT to Terminate for Convenience - This Agreement may also be terminated by the CLIENT for reasons other than failure by the CONSULTANT to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to CONSULTANT by registered or certified mail and such termination shall take effect not less than seven (7) days following the date the notice is received by the CONSULTANT.

10.4 Upon receipt of a notice of termination under any of the conditions under Sections 6.3 or 10.3 above, the CONSULTANT shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a Final Statement, showing the services performed under this Agreement prior to the effective date of termination. Such Final Statement shall also include any unpaid amounts or unreimbursed expenses, as well as any financial obligations incurred by CONSULTANT on behalf of CLIENT and which cannot reasonably be refunded to CONSULTANT, all of which CLIENT agrees to pay upon receipt of said Final Statement. All data and study products, and other material prepared by the CONSULTANT and paid for by CLIENT under this Agreement shall be delivered to the CLIENT within 15 days of receipt of final payment by CLIENT for any outstanding amounts due, or 15 days of the request, if no amounts are outstanding.

10.5 Notwithstanding the provisions of this Article X, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any negligent act or omission or any breach of this Agreement by the CONSULTANT.

ARTICLE XI **CONFIDENTIALITY**

11.1 Any information determined to be confidential that is provided to the CONSULTANT by the CLIENT or obtained or developed by the CONSULTANT for the benefit of the CLIENT in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CLIENT.

ARTICLE XII **INSPECTION OF RECORDS**

12.1 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds. These records will be retained for three years after the expiration of this Agreement.

12.2 Any time during normal business hours and as requested by the CLIENT, the CONSULTANT shall make available to the CLIENT for examination all of its project records with respect to all matters covered by this Agreement and will allow the CLIENT to review, examine, and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel conditions of employment, and other data relating to all matters covered by this Agreement. The financial records of the CONSULTANT are maintained in its corporate office located in Sugar Land, Texas, and copies will be available upon request in a timely manner in this office for audit purposes to the CLIENT or its authorized representative.

ARTICLE XIII **INSURANCE**

13.1 Insurance

- A. The CONSULTANT agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this contract in the following amounts:

Worker's Compensation: In amounts consistent with Statutory requirements

- B. The CONSULTANT also agrees to maintain Commercial General Liability, Business Automobile Liability, Umbrella Liability, and Errors and Omissions Insurance, covering claims against the CONSULTANT for any incidents arising in the course of work performed under this Agreement, in the following amounts:

Commercial General Liability Insurance: Personal injury and property damage -- \$1,000,000.00 combined single each occurrence and \$2,000,000.00 general aggregate

Business Automobile Liability for all vehicles: Bodily injury and property damage -- \$1,000,000.00 combined single limit each occurrence

Umbrella Liability: \$2,000,000.00

Errors and Omissions: \$1,000,000.00

ARTICLE XIV **MISCELLANEOUS PROVISIONS**

- 14.1 Force Majeure. Neither the CLIENT nor the CONSULTANT shall be required to perform any term, condition, or covenant of this Agreement while such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, terrorism, civil riot, floods, hurricanes, or other natural disasters, any other cause not within the control of the CLIENT or the CONSULTANT that by the exercise of due diligence the CLIENT or the CONSULTANT is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and understanding between CLIENT and CONSULTANT concerning the subject matter of this Agreement.
- 14.2 Entire Agreement. This Agreement constitutes the entire agreement between the CLIENT and the CONSULTANT. No other agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 14.3 Choice of Law. The CLIENT and the CONSULTANT agree that this Agreement shall be construed in accordance with the laws of the State of North Carolina.
- 14.4 Dispute Resolution. Any dispute, controversy or claim between the parties shall be resolved in the following manner:

The parties will attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to this Agreement promptly by negotiation between designated executives or other representatives of the parties who have the authority to settle the controversy. No terms of resolving the dispute, controversy or claim discussed or offered shall be binding on either party or otherwise detrimental to the interest of either party in the event it is not resolved by negotiation.

The disputing party shall give the other party written notice of the dispute by registered or certified mail. Within ten (10) days after receipt of said notice, the receiving party shall submit to the disputing party a written response. Unless shown otherwise, receipt will be presumed to have occurred three (3) days following the mailing. The notice and response shall include: (a) a statement of each party's position and a summary of the evidence and arguments supporting its position; and (b) the name and title of the designated executive or other representative who will represent the party in negotiations. The negotiators so designated shall meet at a mutually acceptable time and place within twenty (20) days of the date of receipt by the receiving party of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

If the controversy or claim has not been resolved within thirty (30) days of the meeting of the designated executives or representatives, the parties shall endeavor to settle the dispute by non-binding mediation.

If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures within ninety (90) days of the commencement of such procedure, parties are free to bring their claim in a court of law. Venue for all actions brought pursuant to this Agreement is in Cabarrus County, North Carolina; and all parties consent to Cabarrus County, North Carolina, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this Agreement.

- 14.5 Severability. If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 14.6 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CLIENT: Planning and Economic Development Director
Town of Harrisburg
4100 Main Street, Suite 101
Harrisburg, NC 28075

With a copy to: Town Manager
Town of Harrisburg
4100 Main Street, Suite 101
Harrisburg, NC 28075

CONSULTANT: Bret C. Keast, Chief Executive Officer
Kendig Keast Collaborative
1415 Highway 6 South, Suite D-100
Sugar Land, Texas 77478

- 14.7 Assignment. The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CLIENT thereto. Provided however, that claims for money by the CONSULTANT from the CLIENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT.
- 14.8 Successors and Assigns. The CLIENT and the CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other parties of the Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of any public body, which is a party hereto.
- 14.9 Reports and Information. The CONSULTANT, at such times and in such forms as the CLIENT may require, shall furnish the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be in connection therewith, and any other matter covered by this Agreement.
- 14.10 Incorporation of Provisions Required by Law. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.11 Waiver. The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.12 Survival. Any and all representations and conditions made by the CONSULTANT under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the CLIENT, whether delivered at the time of the execution or at a later date, shall constitute representations hereunder.
- 14.13 Cumulative Remedies. In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

- 14.14 State or Federal Laws. This Agreement is performed in Harrisburg, North Carolina, and is subject to all applicable federal and state laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.
- 14.15 Equal Employment Opportunity. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employer.
- 14.16 Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.
- 14.17 Indemnification. To the extent permitted by law, the CONSULTANT will indemnify and hold the CLIENT harmless from any and all loss, claims, expenses, actions, causes of action, costs, damages and obligations, financial or otherwise, arising from any and all negligent acts or omissions of the CONSULTANT, its agents, employees, licensees or invitees relating to this Agreement. In addition to the indemnities provided above, CONSULTANT shall pay for the cost to defend CLIENT, its officers, agents, and employees (i) against any suit, proceeding, claims for losses, costs, damages or expenses including, without limitation, charges for personal injury, death or property damage that arise out of any and all negligent acts or omissions of employees or agents of the CONSULTANT or CONSULTANT's subcontractors in connection with the services provided in the Agreement; and (ii) shall pay all damages, costs and expenses in connection with such actions, including CLIENT's attorneys' fees. The CLIENT will indemnify and hold the CONSULTANT harmless from any and all loss, claims, expenses, actions, causes of action, costs, damages and obligations, financial or otherwise, arising from any and all negligent acts or omissions of the CLIENT, its agents, employees, licensees or invitees relating to this Agreement. In addition to the indemnities provided above, CLIENT shall pay for the cost to defend CONSULTANT, its officers, agents, and employees (i) against any suit, proceeding, claims for losses, costs, damages or expenses including, without limitation, charges for personal injury, death or property damage that arise out of any and all negligent acts or omissions of employees or agents of the CLIENT or CLIENT's subcontractors in connection with the services provided in the Agreement; and (ii) shall pay all damages, costs and expenses in connection with such actions, including CONSULTANT's attorneys' fees.

* * * * *

The parties have executed this Agreement in duplicate originals.

This _____ day of _____, 2020.

FOR TOWN OF HARRISBURG:

FOR KENDIG KEAST COLLABORATIVE:

By: _____
Haynes Brigman
Town Manager
hbrigman@harrisburgnc.org

By: _____
Bret C. Keast, AICP
Chief Executive Officer
bret@kendigkeast.com

WITNESS:

Signature

Print or Type Name

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

_____, Finance Officer

DRAFT

EXHIBIT A
SCOPE OF SERVICES

Attached Separately

DRAFT

EXHIBIT B

SUPPORT SERVICES

The Town will provide administrative and technical support services to assist the Consultant Team in performing the Scope of Services described above for development of the Neighborhood Development Code ("Project"). The support services to be provided by Town will include the following types of general services and specific tasks for the planning program:

- Identify a single individual as the Town's Project Director, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative regulatory drafting effort involving both Town and Consultant personnel, resources, and capabilities.
- Provide all available data, maps, air photos, spatial data, previous reports/plans/studies/ ordinances, data sets and GIS coverages and layers already developed/maintained by the Town for its entire planning area, and other information that is available to the Town in digital or printed format, which is pertinent and necessary for development of the UDO. Prompt compilation and delivery of such resource materials to the Consultant Team is an essential prerequisite for initiation of the regulatory drafting process and timely progress on various initial public participation and strategic assessment tasks. Town materials will not be required to be returned upon project completion.
- Make affected or related entities or organizations aware of the UDO project and the process for developing the regulations.
- Ensure that key Town personnel, Steering Committee members and appointed and elected officials will participate as needed in the process and be available upon reasonable request, through arrangements made by the Town's Project Director, to provide information and referrals and offer opinions, insights, and suggestions that are necessary for development of the various aspects of the UDO. This will include potential formal or informal meetings and a briefing with the Town Commission as specified in scope of services, above.
- Provide input and recommendations for site specific analysis as related to the design charrette and related framework for mixed-use and mixed-residential regulations.
- Review in a timely manner the draft regulatory provisions submitted by the Consultant Team.
- Utilize the Town's mailing list to invite participants to the open door meetings as described in the scope of services, above.
- Reproduce and forward each draft project submittal provided via e-mail by the Consultant Team to Harrisburg Planning and Zoning Advisory Board and Town Council members, Town staff, and other project participants as appropriate. In addition, each draft deliverable will be provided to the Town Council for courtesy review and discussion as the UDO process proceeds. The Project Director of the Town may provide briefings to the Planning and Zoning Advisory Board, Town Council, or other bodies at regular intervals throughout the process.
- Conduct public information activities in conjunction with major public meetings and other fitting project milestones. As necessary, the Town will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, and posting of meeting notices and project information and updates on the Town's web site. The Consultant Team will contribute materials for posting by the Town on the Town's web site as provided in the scope of services, above.
- Organize, notice, provide space for, and provide administrative support for Steering Committee, Planning and Zoning Advisory Board, Town Council, and open door meetings, staff meetings, and any other events and workshops. This support includes:

- Adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords, easels, flip pads and markers, etc.).
 - Arranging meeting locations and reproducing agendas and other handouts.
 - Noticing the meetings according to Town requirements for public notice.
- Provide three-ring binders (2" size) with section dividers for each member of the Steering Committee, Planning and Zoning Advisory Board, Town Council, and applicable staff member for purposes of organizing and maintaining project materials throughout the process. The project notebooks should include rosters and contact information for the members of staff, Steering Committee, Planning and Zoning Advisory Board, Town Council, plus the project schedule.
- Reproduce paper copies of project materials as the Town deems necessary for execution of the project.
- Consider and act on all deliverables and other interim work items submitted by the Consultant Team that require Town review, comments or approval within a reasonable period of time so as to enable the Consultant Team to complete the work on schedule. Specific timeframes for such Town response will be incorporated into a detailed project schedule.
- Provide the Consultant Team written summaries and copies of any handouts/materials from all project-related meetings not attended by the Consultant Team.

DRAFT

EXHIBIT “A”
PREPARATION OF UNIFIED DEVELOPMENT ORDINANCE UPDATE
HARRISBURG, NC

SCOPE OF SERVICES

I.
INTRODUCTION

Overview

Under contract to the Town of Harrisburg, North Carolina, Kendig Keast Collaborative (KKC) will provide professional ordinance writing and community planning services to assist the Town in creating an Update to the Unified Development Ordinance (UDO). This work effort will be centered on consolidation of regulatory documents, procedural streamlining, and quality of the built environment. The project will also address zoning districts and land uses; development and design standards; subdivision regulations; administrative procedures; and implementation of the policies identified in Harrisburg’s Area Land Use Plan (HALUP).

Project Schedule

KKC will coordinate with Town staff to develop a workable and detailed project schedule for the UDO Update Project. The project schedule will include all of the major functions and activities which might reasonably be involved during any part of the ordinance development process. We propose the project to be substantially complete with delivery of a public hearing draft within 10 months, leaving a two-month period for review and consideration of adoption in 12 months. This schedule will ensure that project momentum is maintained after receipt of the Town’s Official Notice to Proceed.

The schedule will be coordinated so that the Town’s Project Director can provide status reports to the Town Council at regular milestones in the ordinance development process. The proposed scope of services includes series of community meetings, as well as regular meetings with the Town’s Project Director, along with periodic meetings with the Planning and Zoning Advisory Board (PB) and Town Council (TC). Additional meetings other than those included in the Core Project Services will be on an Add-Alternate basis.

Project Administration

KKC will complete project management activities in coordination with the Town’s Project Director to ensure schedule adherence, cost control, and quality assurance. These activities will include:

- Preparation and maintenance throughout the project of a **detailed project schedule**, including due dates for all deliverables, anticipated meeting dates, plus specified review/comment timeframes ensuring adequate time for Town review/approval of deliverables. The schedule will be set during Phase 1.

- Frequent **communication and coordination with the Town's Project Director** and other Town staff members by email, phone and written correspondence, as appropriate.
- Monthly submittal of **written progress reports** in conjunction with each monthly invoice. These reports will describe the project status and document significant work accomplished and activities scheduled for the next progress report period, as well as noting any difficulties encountered and steps taken to address the noted difficulties.

II.

CORE PROJECT SERVICES

Introduction

The core services of the project are divided into five distinct stages:

1. Kick-Off;
2. Ordinance Diagnostic;
3. Iterative Drafting;
4. Public Review and Comment; and
5. Adoption.

Within each project phase is a series of tasks and subtasks. The scope of services made up of these tasks and subtasks is set out below.

PHASE 1, Kick-Off

- *Kick-Off Teleconference.* Meet via teleconference with Town's Project Director to:
 - Establish communications, scheduling, file format, and administrative protocols;
 - Receive data and information such as Board of Adjustment cases and decisions, pending ordinance amendments, staff notes, GIS files, etc.;
 - Lay out a detailed schedule for the project outlining the deliverable and meeting dates, public engagement opportunities, adequate time for review and discussion, and periods for revisions and resubmittals;
 - Establish the plan and schedule for web/social media posts;
 - Outline the respective roles of KKC and Town staff in drafting and presenting the various components of the UDO; and
 - Discuss the formation and roles and responsibilities of the Steering Committee.
- *Review Plan Documents and Ordinances.*
 - Review existing planning documents including:
 - HALUP;
 - Bicycle and Pedestrian Master Plan;
 - Greenway Plan;
 - Transportation Plan;
 - Highway 49 Corridor Plan; as well as
 - Cabarrus County plans;

- Cabarrus-Rowan MPO Long-Range Transportation Plan; and
- Others identified through the kick-off activities.
- Review the Town Code for cross-referencing, supplementation, or integration into the UDO.

PHASE 2, Ordinance Diagnostic

- *UDO Diagnostic Analysis and Development Framework.*
 - Outline relevant HALUP initiatives related to the UDO and the means for implementing them;
 - Identify the key issues discovered through an objective critique of the regulations;
 - Provide a proposed strategic approach for developing the UDO and addressing the identified gaps, voids, and other key issues;
 - Evaluate the effectiveness of the UDO relative to on-the-ground outcomes;
 - Identify internal and external conflicts and inconsistencies, where there are disconnects with plan principles and recommendations, and the gaps and deficiencies of the Town's implementing regulations relative to its plans; and
 - Recommend the proposed ordinance organization and content including the content included in Modules 1 and 2.
- *Field Reconnaissance.*
 - Observe built applications of the development ordinances (including signs) together with preferred development types and forms, with specific focus on:
 - Creating a true downtown Harrisburg;
 - Focus areas from the HALUP;
 - Major transportation thoroughfares;
 - Existing development and new development under construction;
 - Open space areas and agricultural areas warranting protection or preservation; and
 - Potential infill and redevelopment areas.
 - Identify areas that may warrant use of form-or design-based regulations, if any.
- *Meetings and Interviews.* Conduct a series of meetings during the course of the first visit including:
 - A meeting held jointly with the Planning and Zoning Advisory Board and Town Council to present the findings of the Diagnostic and to facilitate dialogue as to their key substantive issues and priorities;
 - A kick-off meeting with the Steering Committee;
 - A one-half day meeting with the Town's Project Director and others, as applicable;
 - Focus group meetings with:
 - Technical users such as architects, landscape architects, engineers, landowners, and developers; and
 - Non-technical users including representatives of neighborhood associations, business owners, realtors and brokers, and civic organizations;
 - An open-door meeting for the public to learn about the project and provide their ideas about key development and regulatory issues in the community;
 - Presentation(s) to local clubs and organizations; and

- A meeting with local reporters from local news organizations to familiarize them with the project and to coordinate advertisements, articles, etc.
- *Project Introduction.*
 - Provide content for use by Town staff to build a project webpage which would:
 - Include general information about the project and its goals and purposes, the project schedule, meeting presentations, and draft UDO modules as they are developed and readied for public review; and
 - Regularly update the materials for the project webpage.

Deliverables

- ✓ Kick-off meeting agenda
- ✓ List of requested data and information
- ✓ Project schedule
- ✓ Webpage content
- ✓ Project introduction PowerPoint presentation
- ✓ Diagnostic Report
- ✓ Annotated Outline

Meetings (Trip No. 1)

- ✓ Introductory meeting with the Planning and Zoning Advisory Board and Town Council
- ✓ Kick-off meeting with the Steering Committee
- ✓ Meeting with the Town's Project Director
- ✓ Focus group meetings
- ✓ Open-door meeting
- ✓ Meeting(s) with local clubs and organizations
- ✓ Meeting with local reporters

PHASE 3, Iterative Drafting

- *Setup of enCodePlus™.*
 - Design and build the site framework, including the homepage, page layout and stylesheet, and preliminary outline. Materials needed include:
 - The Town's logo as an original file (.eps or .ai preferred; high resolution .jpg, .tif, or .png also accepted);
 - The Town's Digital Style Guide, if available, including:
 - RGB or hex color mixes for any official colors;
 - Fonts used, including web font preferences; and
 - Additional relevant iconography or branding images.
 - Up to a 100-word welcome message for the home page (via email or MS Word).
 - Up to six high-resolution images that portray the Town for use on the home page.
 - Images must be 1280x1024 pixels or greater
 - In .jpg format

- Town must own or have permissions to use such photographs
 - For ADA accessibility, alternate or “Alt” image tags can be provided for each image
 - The most current version of the Unified Development Ordinance in MS Word format with no headers or footers:
- Build and calibrate the following features:
 - Premium GIS including:
 - Parcel buffer tool;
 - Land use lookup; and
 - Multiple Listing Service (MLS).
- Train staff on the use of the password-protected Maintenance Module for providing comments and editing the draft ordinance modules.
- *Deliver UDO Modules.*
 - Draft the UDO Update in two modules to facilitate Planning and Zoning Advisory Board and Town Council discussions, as well as the general public.
 - Develop regulatory language based on the input received at meetings, through coordination with the Project Director, and through field study.
 - Perform side-by-side comparisons of two recently approved developments relative to their consistency with the new regulations.
 - Build the online, interactive functionality of enCodePlus, including tags of all definitions and cross-references for the purpose of internal/external hyperlinking.
 - Identify and recommend changes to the zoning map.
- *Presentations and Facilitated Discussions.* Meetings to review, discuss, and identify warranted changes are expected to include the following for each module:
 - Midpoint teleconference(s) with the Project Director and other applicable staff to discuss regulatory strategies, relationships to existing standards and procedures, and other administrative matters.
 - A meeting with the Project Director and other applicable staff before meeting with the Steering Committee, Planning and Zoning Advisory Board, or Town Council to discuss the proposed regulations, options and alternatives, and to outline key issues to be addressed during the subsequent module.
 - Meet with the Steering Committee to:
 - Establish the details of the recommended policy framework for the UDO Update (based on the 2018 HALUP other applicable plans);
 - Work through individual regulatory issues and proposed solutions;
 - Present and discuss each UDO module and the recommended edits or adjustments; and
 - Provide training on the administration and application of the UDO.
 - Individual meetings with key interest groups to discuss the directions of the UDO Update and to seek input and consensus.
 - A midpoint briefing to the Town Council concurrent with the presentation of Module 1 to present a project status report covering the work completed to date, highlight key issues and consensus points, and seek approval regarding the continuing direction of the project.

- *Revised Draft Modules.*
 - Collaborate with the Project Director in the review and revision of the UDO modules to address the issues uncovered during staff and public review.
 - Resubmit revised modules to assemble and Administrative Draft of the UDO.

Deliverables

- ✓ enCodePlus collaborative drafting site (with passwords)
- ✓ Original and revised drafts of two UDO modules
- ✓ Presentations corresponding to each UDO module

Meetings (Trip Nos. 2 and 3)

- ✓ Midpoint teleconference
- ✓ Project Director meeting
- ✓ Steering Committee meeting
- ✓ Interest group meetings (as time allows)
- ✓ Midpoint briefing of Town Council

PHASE 4, Public Review and Comment

- *Public Review Draft.*
 - Incorporate warranted changes to the Administrative Draft to prepare a Public Hearing Draft UDO to facilitate the public hearing process.
 - Prepare a presentation overviewing the key features and changes of the updated UDO.
 - Publish the Public Hearing Draft UDO to the Town's webpage via enCodePlus.
- *Public Comment.*
 - Present the Public Hearing Draft to the Steering Committee to invite their final comments and to secure their recommendations.
 - Facilitate a joint work session with the Planning and Zoning Advisory Board and Town Council to overview the UDO, discuss warranted modifications, and to prepare for the adoption process.
 - Conduct an open house to introduce the UDO to the community, including summary handouts, displays, and vignette discussions to educate and explain the applications and benefits of the new regulations.
- *Procedures Manual.*
 - Prepare a summary of procedures for each approval or permit type;
 - Provide application review schedules; and
 - Develop updated application forms and checklists.

Deliverables

- ✓ Public Hearing Draft UDO
- ✓ PowerPoint presentation
- ✓ Procedures Manual

- ✓ Open house presentation

Meetings

- ✓ Steering Committee meeting
- ✓ Joint meeting of the Planning and Zoning Advisory Board and Town Council
- ✓ Open house

PHASE 4, UDO Adoption

- *Public Hearings.*
 - Present an overview of the UDO Update prior to a public hearing of the Planning and Zoning Board and Town Council to summarize the process to date, how the UDO implements Town Plans, key changes from the current UDO, and next steps.
 - Incorporate any warranted edits to the UDO based upon the input received and direction provided.
- *Final UDO.*
 - Publish the final adopted UDO as an interactive, web-based site via enCodePlus.
 - Update Town staff usernames and passwords, and provide final training.

Deliverables

- ✓ Public Hearing Draft UDO
- ✓ Public hearing presentation
- ✓ enCodePlus usernames and passwords

Meetings (Trip No. 4)

- ✓ Planning and Zoning Advisory Board and Town Council public hearing

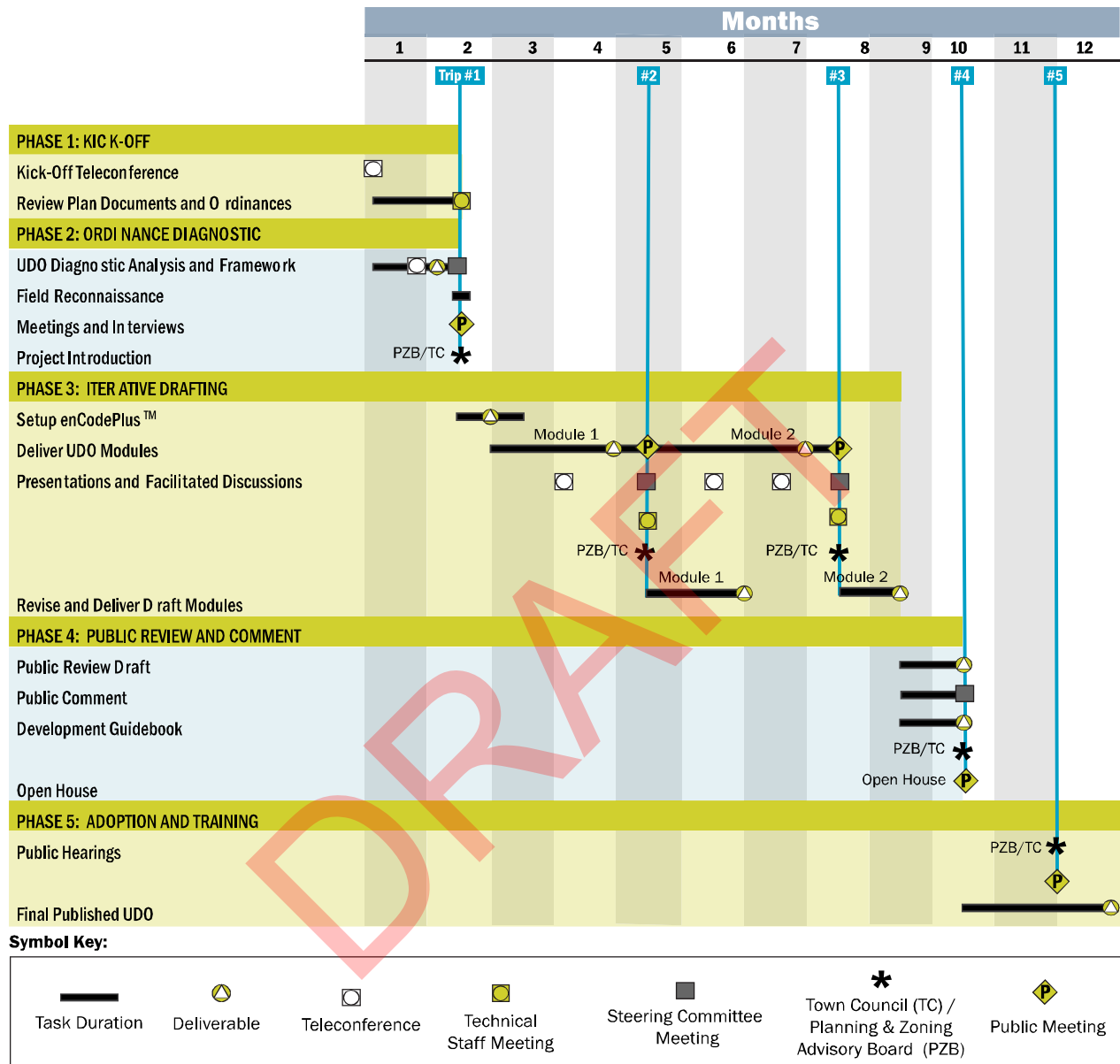
OPTIONAL PHASE 5: Implementation Assistance

KKC will provide a budget for these services upon request.

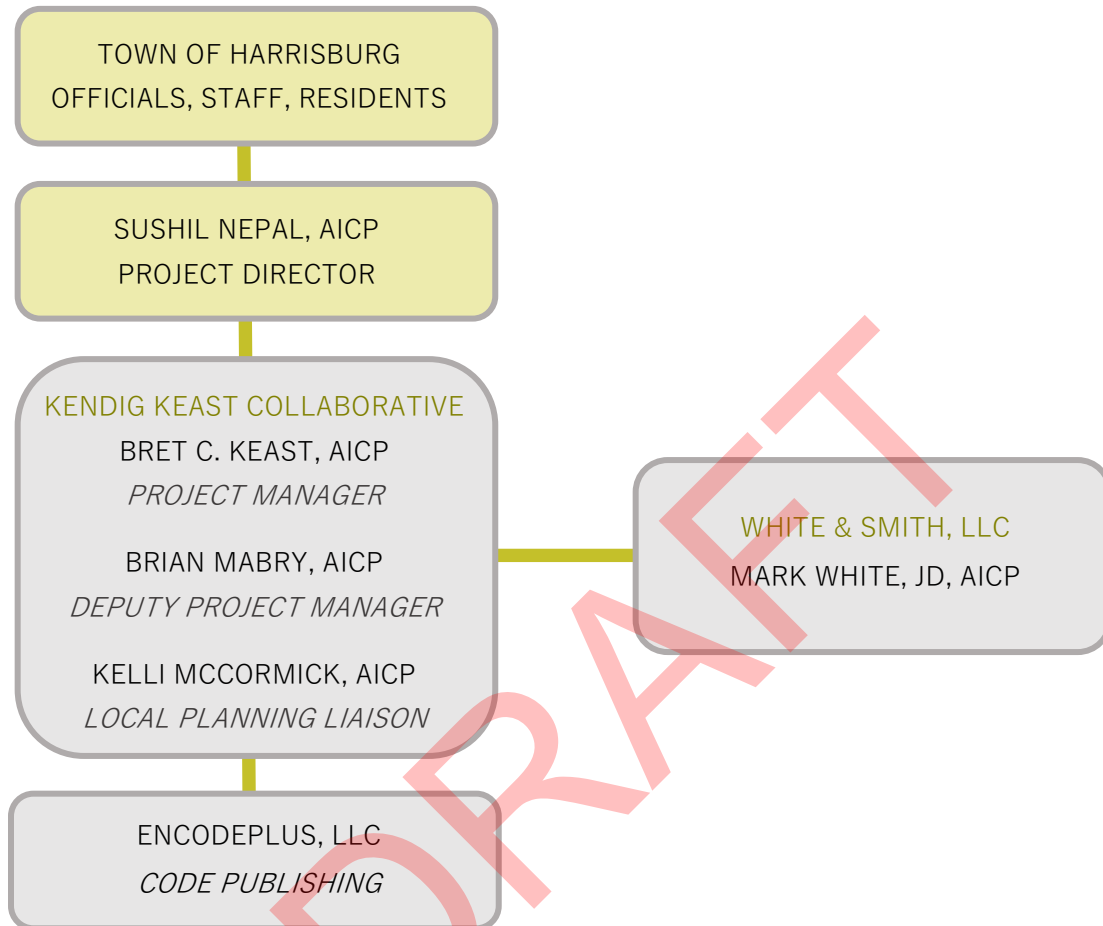
- *Adoption Follow Up.* Upon adoption and first year administration of the new ordinances, KKC may provide consultant assistance, as follows:
- *Assemble Staff Notes.* During the initial term of administration, staff of different Town departments will likely make note of wording or dimensional changes or other provisional adjustments as record for consideration of amendments. KKC would assemble these notes, developed by Town staff in a written and consistent form, evaluate them as to warranted amendments, and then draft a recommended amendments memorandum.
- *Performance Audit.* An audit will be conducted to validate the success of the ordinances in achieving certain performance measures, including the gain in efficiency in processing applications toward approval and the quality of development procedures and outcomes. The results of the audit will be included in the Recommended Amendments Memorandum.

- *Recommended Amendments Memorandum.* After pulling the staff notes together and analyzing them for any conflicts or inconsistencies, KKC will draft a memorandum outlining the recommended amendments, together with required changes elsewhere in the ordinances or Town Code to ensure their integrity. This memorandum may be presented to the Planning Commission and Council to provide technical guidance.
- *Draft Amendments.* Based on the above memorandum, KKC will draft the warranted amendments in legislative format for staff review. Upon confirmation of the amendments, Town staff will present them to the Planning Commission and Council for recommendation and adoption. KKC will be available to present the amendments on an Add-Alternate basis. Once adopted, the amendments will be approved and published in enCodePlus, with an archive created of the former ordinance.
- *Codification Health Check.* To ensure that the ordinances have been amended and codified properly, a health check will be conducted by enCodePlus staff. The check will review the format and language of amendments, their consistency with state and federal law, correct numbering, history notes, the effective date, and whether the ordinances are footnoted and hyperlinked within the document.
- *enCodePlus Enhancements.* The Town may opt to request custom enhancements to the software to meet certain demands of Town users, such as use and history reporting or additional features. These will be on a case-by-case basis.
- *Two and Five-Year Updates.* To maintain the integrity of the ordinances and to keep them current with legal and regulatory changes and the latest trends, and to amend them as necessary, KKC will perform a comprehensive assessment and conduct warranted updates.

PROJECT SCHEDULE



PROJECT ORGANIZATION



PROJECT BUDGET

Shown in the table below is the project budget for updating the Unified Development Ordinance. The budget reflects the project phases and tasks, as well as the associated direct expenses for meetings and presentations. The budget for these services is as follows:

Phase 1: Kick-Off = \$8,293

Phase 2: Ordinance Diagnostic = \$22,090

Phase 3: Iterative Drafting = \$71,615

Phase 4: Public Review and Comment = \$39,360

Phase 5: Adoption = \$8,395

TOTAL for All Phases = \$149,752

Value-Added

This proposal includes the use of enCodePlus to draft the Unified Development Ordinance. As such, the one-time build fee (\$7,500 value) is waived. Upon ordinance adoption, the Town will have an interactive, online code that is hosted in the cloud and may be updated in the web format by Town staff.

Supplemental enCodePlus Features

The Town has selected the following features to supplement the enCodePlus build:

One-Time Fees

• Interactive Online Premium GIS Zoning Map	\$6,500
• Land use lookup	\$3,500
• <u>Code of Ordinances</u>	<u>\$2,200</u>
Subtotal	\$12,200

Annual Fees

• Interactive Online Premium GIS Zoning Map	\$4,500
• Multiple Listing Service	\$3,850
• <u>License</u>	<u>\$2,500</u>
Subtotal	\$10,850

Project Budget

HARRISBURG, NORTH CAROLINA UNIFIED DEVELOPMENT ORDINANCE UPDATE					
Key Personnel		Principal	Project Manager	Senior Associate	White & Smith, LLC
Title					
Hourly Rate		\$200	\$140	\$135	\$185
Scope Tasks					
PHASE 1. Kick-Off					
Kick-Off Teleconference					\$615
Review Plan Documents and Ordinances					\$1,870
Subtotal		\$600	\$840	\$675	\$370
Direct Expenses					\$5,808
TOTAL FOR PHASE 1					\$8,293
PHASE 2. Ordinance Diagnostic					
UDO Diagnostic Analysis and Development Framework					\$7,280
Field Reconnaissance					\$2,410
Meetings and Interviews					\$10,530
Project Introduction					\$1,870
Subtotal		\$5,800	\$5,880	\$4,860	\$5,550
Direct Expenses					\$0
TOTAL FOR TASK 2					\$22,090
PHASE 3. Iterative Drafting					
Setup of enCodePlus (see Upgrades below)			Waived		
Deliver of UDO Modules					\$42,750
Presentations and Facilitated Discussions					\$9,340
Revised Draft Modules					\$14,850
Subtotal		\$9,600	\$25,760	\$18,630	\$12,950
Direct Expenses					\$4,675
TOTAL FOR PHASE 3					\$71,615
PHASE 4. Public Review and Comment					
Public Review Draft					\$11,880
Public Comment					\$9,480
Open House Meeting					\$3,740
Procedures Manual					\$12,240
Subtotal		\$6,400	\$10,640	\$15,120	\$5,180
Direct Expenses					\$2,019
TOTAL FOR PHASE 4					\$39,360
PHASE 5. Adoption					
Public Hearings					\$3,860
Final Published UDO					\$1,640
Subtotal		\$800	\$3,080	\$1,620	\$0
Direct Expenses					\$2,895
TOTAL FOR PHASE 5					\$8,395
TOTAL For All Phases of the UDO Update					\$149,752