



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

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

AGENDA

1. CALL TO ORDER

- A. **This will be a teleconferenced meeting via the Zoom platform. The public may listen to the meeting at the following link:**

<https://zoom.us/j/736465240>

Meeting ID: 736 465 240

Dial in audio only:

1 312 626 6799

1 929 205 6099

- B. AGENDA ADOPTION
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. SPECIAL PRESENTATIONS
- F. 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 March 9, 2020 Town Council Meeting.
- B. Consider the minutes of the March 9, 2020 Closed Session.
- C. Consider the minutes of the March 10, 2020 Budget Workshop.
- D. Consider the minutes of the March 16, 2020 Emergency Town Council Meeting.
- E. Consider the minutes of the March 16, 2020 Budget Workshop.
- F. Consider the minutes of the March 24, 2020 Budget Workshop.

- G. Consideration of FY2020 Budget Ordinance Amendment for Fire Communications services with the City of Concord.
- H. Consideration of FY2020 Budget Ordinance Amendment for the Town Center Compactor Relocation
- I. Consideration of Amendment to the FY2020 Budget Ordinance for Stallings Park Shade Structures with partial HCYA funding
- J. Consideration of Amendment to the FY2020 Budget Ordinance for Insurance Proceeds
- K. Consideration of changes to the FY2020 Fee Schedule and related FY2020 Budget Ordinance Amendments as related to COVID-19 impacts
- L. Consideration of Increase in Capital purchase - Public Works Generator
- M. Consideration of Amendment to HDR Engineering Professional Stormwater Services Contract
- N. Consider COVID-19 Emergency Leave Resolution.

3. COMMUNICATIONS

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

4. PUBLIC HEARINGS

- A. H-2019-03 (R) – Conditional Rezoning and Zoning Map Amendment (Howie Property, 7800 Robinson Church Rd).
- B. Annexation of property at 7800 Robinson Church Rd (Howie Property).

5. OLD BUSINESS

6. NEW BUSINESS

- A. To approve a Contract with Sloan Construction for the Spring Repaving Project and the related budget amendment and Declaration of Intent to Reimburse

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 March 9, 2020 Town Council Meeting.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the March 9, 2020 Town Council meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. March 9, 2020 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, MARCH 9, 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:
Mayor Pro-Tem Smith 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**

- **Harrisburg Community Transportation Plan (CTP) Update.** Kimley Horn project manager presented the update to Town Council. The next public meeting concerning this plan will be held at Harrisburg Town Hall on Thursday, March 26, 2020 from 6:00pm – 7:30 pm, and then the plan will go before Town Council at the April 13, 2020 Town Council meeting for consideration.

**1E.
PUBLIC COMMENT**

- Cleveland Sellers, 412 Hudson Drive, Harrisburg – spoke concerning Town code violations regarding vehicles at his property. Town Manager Brigman stated he would get Mr. Sellers contact information and discuss this issue with him later.
- Pat Richardson, 4041 Center Place Drive, Harrisburg – spoke concerning the Eastwood Homes construction site behind Town Center that has stopped for now. Mr. Brigman stated that they have recently replaced their grading contractor and work should begin again very soon. The Town is monitoring the issue.
- Patti LeConte, 4248 Carl Parmer Drive, Harrisburg – spoke concerning damages she had to her home from the Eastwood Homes construction behind Town Center. They compensated her for the damage, but she is concerned that it could happen again. Mr. Brigman stated he would have a staff member contact her to discuss further.
- Jennifer Lauren Manto, 4058 Carl Parmer Drive, Harrisburg – concerns about damage to her home from the Eastwood Homes construction as well.
- Diane Murphy, 4112 Carl Parmer Drive, Harrisburg – concerns about damage and other issues from the Eastwood Homes construction behind her home. Mr. Brigman reiterated that our staff will provide residents with contact information for the contractor, and our Construction Inspector will actually be on-site for a meeting on March 12.

**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. Consider amendment to FY2020 Budget Ordinance for a System Development Fees Settlement and Authorization of payment.
- D. Consider amendment to FY2020 Budget Ordinance for lighting of Branded Facility Signs.
- E. Set a public hearing for April 13, 2020 to consider the annexation of property at 7800 Robinson Church Road (Howie property) H2019-03 (R).
- F. Consider approval of contract for 2020 July 4th Celebration Amusements.

MOTION:

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

3A.

COMMUNICATIONS

TOWN MANAGER/FINANCE REPORT

Manager Report:

- We have budget workshops tomorrow evening and next Monday, March 16th here at Town Hall beginning at 6:00 pm
- The Law Enforcement Feasibility Study is nearing completion and Council will have a chance to review it at one of the upcoming budget workshops. The public will also have an opportunity to see it before it is brought to Council for a vote.
- The Harrisburg Park expansion project is moving forward, and we have structures beginning to be built. We are hoping for continued good weather so that project can stay on schedule for completion by June 30, 2020.
- Eastwood Homes issues – encouraged residents with concerns to contact staff.

Finance Report:

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

3B.

COMMUNICATIONS

MAYOR'S COMMENTS

- Would like staff to put together a comprehensive process-flow and timeline of the process taken from the time a developer walks through the door until the end when their project comes to Town Council for consideration. Put this out on our website and social media so that residents can better understand the process and all of their opportunities for involvement.

Mayor Pro-Tem Smith would like us to require developers to reach out to every Council member to meet with them during the process. Mr. Brigman explained the process and stated that staff always encourages developers to reach out to meet with Council members, but we cannot force them to do so. Further discussion was held concerning the process. Staff will work on putting together the process and recommending some improvements to the process as well.

3C.

COMMUNICATIONS

COUNCIL'S COMMENTS

Councilmember Russo

- Asked for an update on the emergency signal at Fire Station #2. Mr. Brigman stated the signal has been installed and we are waiting on Duke energy to come install a meter for power. We will be putting up some information for the public, so they expect that signal as soon as it is in operation.

Mayor Pro-Tem Smith

- Asked for an update on the proposed train station. Mr. Brigman stated that NCRR is currently securing agreements before beginning design of the station.
- Asked for an update on the round-about at Hickory Ridge Elementary. Public Works and Engineering Director Rob Donham stated that due to a lack of DOT funds the round-about will remain a smaller one. The Town has fought with NCDOT about this to no avail. As for the other two, it looks like one will be constructed later this year and one next year.

4.

PUBLIC HEARINGS

None

5.

OLD BUSINESS

None

6A.

NEW BUSINESS

Consider revision to the Town's Vendor Conflict of Interest Policy. 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 revision to the policy includes new wording that describes in the 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.

After some discussion, the following action was taken:

MOTION:

Councilmember Selberg made a motion to approve the updated Vendor Conflict of Interest Policy, as presented. Second was made by Councilmember Staton-Williams. **The motion passed 6-1 (Councilmember Russo voting against).**

6B.

NEW BUSINESS

H2019-04 (S) Harrisburg Landing (Morris Drive Townhomes) Preliminary Plat. Rocky River LLC, on behalf of the Property Owner and Developer, has submitted a Preliminary Plat application for 15 townhomes, 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 Townhomes. The applicant has modified the townhome product types to include 10 units with garages and 5 with no garages, increasing the total units to 15.

A staff report and a site plan along with development notes are submitted for Council consideration.

Staff has reviewed the site plan in accordance with the Harrisburg Area Land Use Plan (HALUP) and Unified Development Ordinance (UDO).

After some discussion, the following action was taken:

MOTION:

Councilmember Selberg made a motion to approve the preliminary plat application as requested by the applicant for the related property in application H2019-04 (S). Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

6C.

NEW BUSINESS

Consider approval of a contract with Kendig Keast Collaborative (KKC) for the update of Harrisburg's Unified Development Ordinance (UDO). 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 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 offered additional beneficial tasks (integrated GIS mapping, application submittal, MLS linkages, etc.) to be added later.
- KKC was able to present their proposals thoroughly in the RFP and during the interview and offered redundancy in their team's 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 firm:

- 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 the UDO for the total not-to-exceed amount of \$149,752.00.

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

After some discussion, the following action was taken:

MOTION:

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

7.

ACTION ITEMS

- Work on putting together the process-flow for new developments.

8.

CLOSED SESSION

MOTION:

Mayor Pro-Tem Smith made a motion to go into Closed Session to Councilmember Russo made the second. **The motion passed 7-0.**

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

MOTION:

Councilmember Russo made a motion to come out of Closed Session and return to regular business. Second was made by Councilmember Booth. **The motion passed 7-0.**

Some discussion was held on potentially adding some Saturday sessions to the budget meetings. More discussion on this will be held at tomorrow's budget meeting.

9.

ADJOURNMENT

MOTION:

There being no further business, Councilmember Staton-Williams made a motion to adjourn the meeting with a second from Mayor Pro-Tem Smith. **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 March 9, 2020 Closed Session.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the March 9, 2020 Closed Session.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the March 10, 2020 Budget Workshop.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the March 10, 2020 Budget Workshop.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. March 10 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL BUDGET WORKSHOP
TUESDAY, MARCH 10, 2020
HARRISBURG TOWN HALL
6:00 PM**

MINUTES

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

**1.
CALL TO ORDER**

Mayor Sciascia called the meeting to order.

**2A.
NEW BUSINESS**

Departmental Discussions for FY2021 Budget. Discussions for Planning, Economic Development, Human Resources and Parks and Recreation FY2021 budget requests.

**2B.
NEW BUSINESS**

Vision Statement Discussion. Council would like to have a Saturday work session with an outside facilitator to begin the process of updating the Vision Statement.

MOTION:

Councilmember Patrick made a motion to direct staff to have a Saturday work session with an outside facilitator to begin the process of updating the Vision Statement. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

**3.
ADJOURNMENT**

MOTION:

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

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the March 16, 2020 Emergency Town Council Meeting.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the March 16, 2020 Emergency Town Council Meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. March 16 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
EMERGENCY TOWN COUNCIL MEETING
MONDAY, MARCH 16, 2020
HARRISBURG TOWN HALL
5:30 PM**

MINUTES

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

**1.
CALL TO ORDER**

Mayor Sciascia called the meeting to order.

**2A.
NEW BUSINESS**

COVID-19 Response Discussion. Town Manager Haynes Brigman presented information concerning the Town's response to COVID-19 which included the following:

- Focusing on providing residents with all essential services throughout this crisis while also ensuring the safety of our community and workforce
- Staying in contact and working with local, regional and state officials regarding COVID-19 and its expected impacts to our community
- Following all state and federal guidelines for sanitation and social distancing to reduce the spread
- Utilizing the Town's website and social media platforms, as well as our Notify-Me platform to communicate operational and/or service level changes

We are asking that residents use online, phone and email sources for communicating and conducting Town business as much as possible and avoid coming to public facilities if possible.

Due to the school system closure, staffing levels are lower than normal, so we ask that everyone exercise patience with Town staff as we prioritize emergency and essential functions at this time.

All Town meetings with an expected attendance of more than 50 people will be cancelled or postponed.

Youth and adult athletics, programming, and events have been postponed or cancelled until April 6th. Parks will remain open to the public at this time.

Solid waste and recycling services will continue on their regular schedules.

Water and sewer services will not be physically disconnected in the month of March; however, state statutes require fees to continue to be applied and collected. We do not have the statutory authority to waive these.

Yard waste collection will continue on its regular schedule at this time.

Staff will continue to monitor the situation on a day-to-day basis and all changes will be communicated to the public via our website and social media platforms.

Council asked that staff make sure we are communicating as much information about the situation as possible, including resources for those who need assistance paying bills, for small businesses who need help and also look into establishing a call-in line for residents to access information. They also requested that information go out in the next water bill so that those who do not have an online presence have some access to this information.

2B.

NEW BUSINESS

Local State of Emergency Declaration. Declaring a local State of Emergency allows the Council to implement certain restrictions or prohibitions deemed necessary and allowable by State statute in the interest of public health and safety. It also allows the Town to potentially qualify for reimbursement of expenses associated with the COVID-19 outbreak that may be available from the state or federal government. At this time, we would require no restrictions or prohibitions. After some discussion, the following action was taken:

MOTION:

Mayor Pro-Tem Smith made a motion to adopt the resolution declaring a Local State of Emergency. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

3.

ADJOURNMENT

MOTION:

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

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the March 16, 2020 Budget Workshop.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the March 16, 2020 Budget Workshop.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. March 16 Budget Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL BUDGET WORKSHOP
MONDAY, MARCH 16, 2020
HARRISBURG TOWN HALL
6:00 PM**

MINUTES

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

1.

CALL TO ORDER

Mayor Sciascia called the meeting to order.

2A.

NEW BUSINESS

Departmental Discussions for FY2021 Budget. Discussions for Water and Sewer, Storm Water, Public Works, Streets, Powell Bill and Engineering FY2021 budget requests.

During discussion of Public Works (Environmental Protection), the following action was taken:

MOTION:

Mayor Pro-Tem Smith made a motion to move forward with the Town Center compactor in the current fiscal year in the amount of \$150,000. Second was made by Councilmember Staton-Williams. **The motion passed 4-0 (no votes obtained via phone due to difficulties with calls dropping. Councilmembers Dellinger, Russo and Patrick on via phone).**

3.

ADJOURNMENT

MOTION:

There being no further business, Mayor Pro-Tem Smith made a motion to adjourn the meeting with a second from Councilmember Booth. **The motion passed 6-0 (Councilmember Russo had left the meeting).**

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the March 24, 2020 Budget Workshop.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the March 24, 2020 Budget Workshop.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. March 24 Budget Meeting

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL BUDGET WORKSHOP
TUESDAY, MARCH 24, 2020
HARRISBURG TOWN HALL
6:00 PM**

MINUTES

NOTICE

This meeting was a teleconferenced meeting via the Zoom platform due to the current COVID-19 situation.

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

1.

CALL TO ORDER

Mayor Sciascia called the meeting to order.

2A.

NEW BUSINESS

Departmental Discussions for FY2021 Budget. Discussions for Fire and Deputies FY2021 budget requests.

During discussion of Fire Department budget requests, the following action was taken:

MOTION:

Mayor Pro-Tem Smith made a motion to authorize the Fire Department to move forward with moving Fire communications to the City of Concord, at a cost of \$27,000. Second was made by Councilmember Russo. **The motion passed 7-0.**

Also discussed:

- High-level discussion about revenues and revaluation impacts
- New budget adds for FY2021 to summarize all departments
- COVID-19 update and discussion of next steps for the Town

3.

ADJOURNMENT

MOTION:

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

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2020 Budget Ordinance Amendment for Fire Communications services with the City of Concord.

Presenting Personnel:

Suggested Motion or Action:

To approve Fire Communications services to be provided by the City of Concord and the related budget ordinance amendment, as attached.

Description/Background:

The Town currently depends on Cabarrus County 911 Center for its communication and dispatch services. This consists of calls coming into the County call center. The call is dispatched over the radio via tones that signify a Harrisburg call. The tones take approximately 30 seconds which is a delay that will no longer be experienced under the City of Concord.

Concord also has an automatic vehicle locator (AVL) system that currently does not know what our trucks are doing. The system can see the location of a Town truck, but cannot see whether the truck is available or not. This would be remedied under the proposed setup.

Positive impacts of the switch in provider to Concord:

1. Ability to easily capture data
2. Quicker dispatch time to Harrisburg and surrounding areas
3. More responsive and better efficiency
4. Recommended under the 2018 FD efficiency study
5. Future advances in AVL dispatch
6. Improves communications score for the next Insurance Rating

Potential negative impacts:

1. Annual cost of \$27,000 compared to no cost through the County 911 Center
2. Requires some software and hardware conversions
3. Requires time to implement the change
4. Possible initial confusion for residents when they hear "Concord 911"

Recommendation:

Staff recommends approval of communications and dispatch services provided by the City of Concord and the related budget amendment, as attached.

Fiscal Impact:

The fiscal impact to the Town is an annual expense of \$27,000. This cost will be budgeted each year during the normal budget process, however, in order to enter into an agreement and begin the setup and conversion process this year, the

budget must be in place and available in the current year.

It is recommended to utilize General Fund contingency funds to cover the cost for FY2020. The current balance of available contingency funds is \$171,015. If approved, the attached budget amendment would reduce the remaining contingency balance to \$144,015 for the remainder of FY2020.

Other impacts to contingency being considered in tonight's meeting would further reduce that balance to \$121,745 if both uses of contingency funds are approved.

Attachments:

1. Amendment -GF Fire Dispatch Communications 04132020



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 the General Fund to account for the Fire Department's communications and dispatch services being provided by the City of Concord.

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

Increase line item 100-2100-56310	\$ 27,000
Professional Services	

Decrease line item 100-8750-59500	\$ 27,000
Contingency	

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

Section 4. That this ordinance shall be effective upon its passage. Adopted this 13th day of April, 2020.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2020 Budget Ordinance Amendment for the Town Center Compactor Relocation

Presenting Personnel:

Suggested Motion or Action:

To approve the FY2020 Budget Ordinance Amendment for the Town Center Compactor pad relocation, as attached.

Description/Background:

The Town Center trash compactor is currently located on land between Town Hall and the Town Center condominiums. The land is not owned by the Town or the condominium's POA and the Town currently pays to service and if necessary, to repair, the compactor. It has been agreed to between the Town, the POA, and the current property owner, that the Town will construct a new compactor on the POA's property and turn over service and all other responsibility to the POA at that time.

During the last fiscal year, the Town was hopeful that the potential Town Center Development project would accomplish this compactor relocation project at no cost to the Town, thus removing it from the FY2020 capital plan. Now that the Town Center Development project has stalled, it was presented to Council for the FY2021 budget. At the March 16, 2020 budget workshop, Council directed staff to move the project into the current fiscal year and begin design of the project.

A new concrete pad and enclosure will be constructed for the POA and the current compactor facility will be removed.

Recommendation:

Staff recommends approval of the Budget Amendment, as attached, to fund the design and construction of the Town Center compactor pad.

Fiscal Impact:

The fiscal impact to the Town is a one-time construction cost of \$150,000 for FY2020.

The funding mechanism for Environmental Protection projects is the Capital Reserve Fund - General Fund. The balance available in the capital reserve fund, after covering existing FY2020 projects and as projected to finish out the fiscal year, is approximately \$1,083,000.

The proposed amendment reduces this balance by \$150,000, taking the available balance to approximately \$933,000.

The Town does have a small positive financial impact as a result of moving the compactor and turning operations over to the POA. The Town currently pays for the monthly disposal fee, which will not be the responsibility of the Town once we construct the new facility.

Attachments:

1. Amendment -GF Town Center Compactor 04132020
2. Amendment -CRF-GF Town Center Compactor 04132020



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 the General Fund to account for the relocation of the Town Center Compactor.

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

Increase line item 100-4100-57103	\$ 150,000
Capital Outlay	

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

Increase line item 100-49905	\$ 150,000
Transfers In – Capital Reserve Fund – General Fund	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 13th day of April, 2020.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



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

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

Section 1. Amend Capital Reserve Fund – General Fund to account for the relocation of the Town Center Compactor.

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

Increase line item 200-8500-59100	\$ 150,000
Transfers Out – General Fund	

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

Increase line item 200-48599	\$ 150,000
Appropriated Fund Balance	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 13th day of April, 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 Stallings Park Shade Structures with partial HCYA funding

Presenting Personnel:

Daniel Stines, Parks & Recreation Director

Suggested Motion or Action:

To approve the capital request in the amount of \$19,000 with utilization of re-purposed capital outlay funds and the related budget amendment for Stallings Park shade structures, as attached.

Description/Background:

Staff requests a new capital item to be added to the FY2020 CIP in the amount of \$19,000. The purpose of this new project is to install a 20x30 shade structure over Stallings Park Playground. This project will serve two purposes: meet citizens' requests to provide shade over the play structure during hot summer months and to provide extra safety from possible foul balls from Field 1.

By installing the shade structure, an extended life to the play structure and turf will be added by protecting the equipment from constant UV rays. Coverage will be in the amount of approximately 75%.

The budget amendment that is required for this project only pertains to the \$4,000 contribution from HCYA to be used toward the capital purchase. The remaining \$15,000 can be accomplished with savings from other existing current year projects, as detailed in the fiscal impact section of this agenda item.

Recommendation:

Staff recommends approval of the capital addition, utilization of existing or re-purposed capital outlay funds and the budget amendment, as attached.

Fiscal Impact:

The total cost of the shade structure is \$19,000. HCYA has contributed \$4,000 to the Town for use on this project, bringing the net cost to the Town down to \$15,000.

Earlier this year, the Parks and Recreation Department completed the Harrisburg Elementary School Ballfield Nets Project at a total cost of approximately \$34,000 out of a \$50,000 approved budget. Staff would like to re-purpose \$15,000 of the budget savings on this completed project toward this new Shade Structure project in the current year.

Because the funding mechanism for capital purchases is a Capital Reserve Fund transfer, the current year budget provides \$50,000 for the ballfield net project. The shade structure project, if approved, can utilize the remaining capital funding from this project and re-purpose it in conjunction with the HCYA contribution. Therefore, the only budget amendment required in order to approve this capital item is to recognize the HCYA contribution of \$4,000 toward the capital purchase.

Attachments:

1. Amendment - Stallings Park Shade Structure Amendment 04132020



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 the General Fund to account for the contribution of funds from Harrisburg Community and Youth Association, Inc. toward the construction of Stallings Park shade structures.

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

Increase line item 100-5000-57103	\$ 4,000
Capital Outlay	

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

Increase line item 100-48900	\$ 4,000
Contributions from HCYA	

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 13th day of April, 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 Insurance Proceeds

Presenting Personnel:

Suggested Motion or Action:

To approve the budget amendment for Sheriff Deputy insurance proceeds, as presented.

Description/Background:

A Sheriff Deputy vehicle was damaged during a pursuit on March 1, 2020. The incident caused \$1,082.70 of damage and was filed under the Town's insurance with the NC League of Municipalities.

The Town has received the insurance proceeds of \$582.70 and will utilize this reimbursement towards the total repair costs.

Recommendation:

Staff recommends approval of the budget amendment, as presented

Fiscal Impact:

There is no net fiscal impact to the Town as a result of receiving insurance proceeds, however, the Town will pay its \$500 deductible towards the vehicle repair.

Maintenance and Repairs - Vehicles and Insurance Proceeds line items will increase by \$585 each.

Attachments:

1. Amendment - Insurance Proceeds 04132020



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 the General Fund to account for Deputies' insurance proceeds.
- Section 2.** To amend the General Fund, the appropriations are to be changed as follows:
- | | |
|-----------------------------------|--------|
| Increase line item 100-2000-54303 | \$ 585 |
| M/R – Vehicles | |
- Section 3.** To amend the General Fund, the revenues are to be changed as follows:
- | | |
|------------------------------|--------|
| Increase line item 100-49121 | \$ 585 |
| Insurance Proceeds | |
- 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 13th day of April, 2020.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of changes to the FY2020 Fee Schedule and related FY2020 Budget Ordinance Amendments as related to COVID-19 impacts

Presenting Personnel:

Suggested Motion or Action:

To approve the changes to the FY2020 Fee Schedule and to credit any late fees or re-connection fees assessed in March 2020 and the related FY2020 Budget Ordinance Amendments, as attached.

Description/Background:

COVID-19 has impacted our national, State, and local economies and the families in our community in an unprecedented way. Governor Roy Cooper signed an Executive Order (EO 124) on April 1, 2020, which prohibited a utility in North Carolina from assessing fees related to late or non-payment on a residential utility account. Residential account disconnections are also prohibited under the order. The residential changes were effective April 1, 2020. The commercial and industrial changes will take place upon approval at the April 13, 2020 Council meeting.

While the residential information above are automatically applied to our fee schedules and policies, it only applies to residential accounts. Council considered extending these provisions to commercial and industrial accounts as well and approved that action on the April 7, 2020 budget workshop. In order to do this, the Town's fee schedule has to be addressed. The attached fee schedule identifies the late fees (\$10) and re-connection charges (\$100) as the items that are to be suspended. These fees suspensions will align with Executive Order 124 and end on the same date as that order.

Council also considered the financial burden the Town has put on customers by closing Town Hall and requesting payments be made online or on our automated phone payment system. Both of these require convenience fees and surcharges based on the fee schedule. In an effort to help customers, Council also approved temporarily waiving those fees on utility payments until further notice, with the anticipation to put them back in place after the pandemic crisis is over. The attached fee schedule also identifies those convenience fees and surcharges as being suspended as well. This fee suspension will take affect with the approval at the April 13, 2020 Council meeting.

Additionally, Council approved crediting any customer's account that had charged late fees and/or reconnect charges for the month of March. The Town assessed \$7,070 of late payment fees and \$14,200 of re-connection fees in March. NC State Statutes do not allow municipalities to refund fees that have been properly assessed based on Council approved fee schedules. Thus, the only way to effectively remove these fees is to provide them account credits.

State statutes also prohibit utility revenues to be used to credit customer's accounts within the Water and Sewer Fund for any reason but does allow for the use of General Fund dollars, or property taxes, to cover these fees. Therefore, the attached budget amendments provide these account credits with the use of General Fund dollars.

Recommendation:

Staff recommends approval of the changes to the FY2020 Fee Schedule and to credit any late fees or re-connection fees assessed in March 2020 and the related FY2020 Budget Ordinance Amendments, as attached.

Fiscal Impact:

The fiscal impact to the Town is a cost of \$21,270 to the General Fund. The Water and Sewer Fund will receive this revenue. It is proposed to use General Fund contingency funds to cover this cost.

The current available balance in contingency in the General Fund is \$171,015. If approved, the available balance would be reduced by \$21,270 to \$149,745.

Other impacts to contingency being considered in tonight's meeting would further reduce that balance to \$121,745 if both uses of contingency funds are approved.

Attachments:

1. Amendment -GF COVID-19 WSF Reconnection Fee Waiver 04132020
2. Amendment -GF COVID-19 WSF Late Fee Waiver 04132020
3. 2020 Schedule of Fees - COVID Changes



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 the General Fund to account for the use of General Fund dollars to credit utility accounts in the Water and Sewer Fund for those that received re-connection fees during the month of March 2020 due to the impact of COVID-19.

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

Increase line item 100-1000-53900 Special Projects	\$ 20,200
---	-----------

Decrease line item 100-8750-59500 Contingency	\$ 20,200
--	-----------

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

Section 4. That this ordinance shall be effective upon its passage. Adopted this 13th day of April, 2020.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



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

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

Section 1. Amend the General Fund to account for the use of General Fund dollars to credit utility accounts in the Water and Sewer Fund for those that received late fees during the month of March 2020 due to the impact of COVID-19.

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

Increase line item 100-1000-53900 Special Projects	\$ 7,070
---	----------

Decrease line item 100-8750-59500 Contingency	\$ 7,070
--	----------

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

Section 4. That this ordinance shall be effective upon its passage. Adopted this 13th day of April, 2020.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk

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

GENERAL FEES

Copy Machine Fee	\$0.25 per copy
Passport Acceptance Fee	\$35 per Application
Electric Vehicle Charging Station	\$0.50 per hour
Solicitation Permit Application Fee	\$25 per Application
Credit Card Fees	Convenience Fee - \$0 per transaction Surcharge - 0% of amount of charge
Copy of Town Council or Planning and Zoning Board Meeting (DVD)	\$5

Miscellaneous Zoning Fees

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

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

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

WATER & SEWER

Other Water and Sewer Charges and Fees

Reconnection Charge

Charge for reconnection of water/sewer service after disconnection due to nonpayment	\$0
--	-----

Late Fee

Late fee (will be charged on accounts with unpaid balances beyond the 15th of the month)	\$0
--	-----

NSF Fee

After customer has been charged an NSF fee three times, the town will no longer accept checks from that customer.	\$25
---	------

Water and Sewer Deposit/Set-up Fee

W/S Deposit (refundable)	\$45
W/S Set-up fee (one-time fee, non-refundable)	\$25

Meter Test Charges

Meter Test Charge (only if meter is working properly; no charge if meter is not working properly)	\$25
Interrogate Meter - Customer Requested (First request at no cost)	\$50
Testing Meter - Customer Requested	\$100

Other Water and Sewer Charges

Non-emergency after hours water cutoffs	\$100
Meter Change Out - Customer Requested	\$275
Water use permit for tank/tankers	\$50
Move existing water service to another location on the same property	At cost (labor, equipment and materials)

Fees for Violations of Mandatory Water Restrictions

Residential	
First offense	\$100
Second and subsequent offense	\$300
Commercial/Industrial	
First offense	\$500
Second and subsequent offense	\$1,500



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Increase in Capital purchase - Public Works Generator

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

To approve the increase in the total project cost for the Public Works Emergency Generator to \$148,000.

Description/Background:

In 2018 the Public Works department built a new facility. As part of the new construction a whole facility generator was designed to be added at a later date. The original plan was to install a diesel generator, however a diesel generator was problematic at the location behind the building. It would require an above ground fuel storage tank, and a new driveway in order to service it and deliver fuel as well as additional maintenance and inspections. We decided to switch to a natural gas generator that is more expensive up front, but has a reduced staff liability for maintenance and inspection as well as being overall cleaner and more reliable. Some of the factors that contribute to the increased costs aside from the purchase price of the natural gas model are related to plumbing, electrical, and concrete work required to accommodate the change in generator type.

Recommendation:

Staff recommends approval of the capital purchase at \$148,000.

Fiscal Impact:

As part of the FY2020 Budget Ordinance and Capital Improvement Plan, an emergency generator was approved with a total project cost of \$140,000. The total cost to purchase and install the generator has come in at \$148,000.

An unrelated current-year project, the purchase of a Skidsteer for the Water and Sewer Department, came in approximately \$15,000 under budget, which can provide budget coverage for this project's overage, without the need for a budget amendment to fund the extra cost. Staff recommends using the existing budget within the Capital Outlay account to accomplish this project overage, if approved.

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Amendment to HDR Engineering Professional Stormwater Services Contract

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the increase in contract amount of the FY2020 Professional Stormwater Services contract with HDR Engineering, Inc. The original contract amount was \$50,000 and staff would like to increase the contract amount to \$65,000.

Description/Background:

HDR Engineering assists the Town with Construction stormwater reviews and implementation of the Town's Phase II Stormwater permit.

Staff has implemented significant improvements and changes to the stormwater program with the assistance of HDR over the past Fiscal year, including getting in compliance with the State on the Phase II MS4 permit.

The stormwater consultant has performed a number of tasks to date, including site inspections, ordinance updates, and development of a Good Housekeeping Manual for town facilities. We plan to continue the efforts this fiscal year by updating the stormwater drainage manual and continuing with post construction stormwater reviews.

The increase of \$15,000 will allow the Town to continue to perform high-level construction stormwater reviews for new developments, to continue administration of the Town's Phase II Stormwater permit and to update the Town's stormwater drainage manual.

Recommendation:

Staff recommends approval of the amendment to the contract with HDR Engineering for the FY19-20 Stormwater services contract.

Fiscal Impact:

Fiscal impact to the Town is an increased expenditure of \$15,000 in FY2020. The Storm Water Fund's Contracted Services account has the existing budget available to assign to this contract increase. A budget amendment is not required.

Attachments:

1. Amendment - HDR Stormwater
2. Original Contract - HDR

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC OF THE CAROLINAS. ("HDR") entered into an Agreement on July 11, 2019 to perform engineering services for Town of Harrisburg, North Carolina ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section IV. Compensation shall be replaced with the following: "The total fee for the Project is estimated to be no more than \$65,000."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. OF THE
CAROLINAS ("HDR")

TOWN OF HARRISBURG, NC ("OWNER")

By: Robert J. Rella

By: _____

Title: Sr. Vice President

Title: _____

Date: 3/19/2020

Date: _____

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. OF THE CAROLINAS FOR PROFESSIONAL
SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this 11th day of July, 2019, between TOWN OF HARRISBURG ("OWNER") a North Carolina municipality, with principal offices at 4100 Main Street, Suite 101, Harrisburg, North Carolina 28075, and HDR ENGINEERING, INC. OF THE CAROLINAS, ("ENGINEER") a North Carolina corporation, with principal offices at 440 South Church Street, Suite 1000 Charlotte, North Carolina, 28202 for services in connection with the project known as 2019-2020 MS4 Permit Compliance ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. of the Carolinas' Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. of the Carolinas Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

- Compensation for ENGINEER'S services under this Agreement shall be on the basis of Direct Labor Costs times a factor of 3.167 for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses. The total fee for the Project is estimated to be no more than

\$50,000. This total fee will not be exceeded without written authorization by the OWNER.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the Services as follows:

The Project shall be completed by June 30, 2020. Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

TOWN OF HARRISBURG, NC
"OWNER"

BY: Haynes M. Brigman

NAME: Haynes Brigman

TITLE: Town Manager

ADDRESS: PO Box 100

Harrisburg, NC 28075

This instrument has been preaudited
in the manner required by the NC
Budget and Fiscal Control Act.

7.9.19 Barbara J. [Signature]
Date Finance Officer
401-7000-56305

HDR ENGINEERING, INC. OF THE CAROLINAS
"ENGINEER"

BY: [Signature]

NAME: Jonathan R. Henderson

TITLE: Vice President

ADDRESS: 440 South Church Street Suite 1000

Charlotte, NC 28202

EXHIBIT A

SCOPE OF SERVICES

Engineering Services for 2019-2020 MS4 Program Implementation

Task 1 – Project Management

- a. Scope - The ENGINEER will prepare invoices for services rendered each month. The ENGINEER will attend meetings with the OWNER on a monthly basis.
- b. Assumptions – The ENGINEER will send one representative to eight (8) monthly meetings, and will send two representatives to four (4) monthly meetings.
- c. Schedule – Twelve (12) months.
- d. Allowance - \$6,000

Task 2 – MS4 Program Implementation

- e. Scope - The ENGINEER will perform miscellaneous implementation tasks for both MS4 Permit compliance and Stormwater Program operations. The tasks will be identified by both the ENGINEER and OWNER. In the past, the ENGINEER has performed implementation tasks involving grant submittal assistance, conducting of public education/developer seminars, stormwater discharge investigation and inspection, outfall mapping, drainage studies and evaluations, and public involvement initiatives.
- f. Assumptions – An allowance has been developed to provide a budget for services during Fiscal Year 2019-2020, which may not cover all services listed above or required by OWNER during this time period. ENGINEER will coordinate with OWNER to detail the fees for requested task(s) prior to expenditure.
- g. Schedule – Task completion to be determined individually for each of OWNER's requested services.
- h. Allowance - \$13,000

Task 3 - Post Construction Stormwater Reviews

- a. Scope - The ENGINEER will perform post construction reviews for new development and redevelopment projects in the OWNER's jurisdiction. The ENGINEER shall base their reviews on compliance with the Town's Stormwater Quality Ordinance, Harrisburg Storm Drainage Manual, and general stormwater engineering practices of the area. The ENGINEER will perform initial reviews, comment compilation, subsequent reviews and inspections, where necessary. The ENGINEER will provide the comments to the OWNER who will review them prior to distributing to the submitters. The OWNER shall provide the comments and any subsequent direction to the submitters.

- b. Assumptions – The estimated budget, per review and for associated meetings, is \$2,000. Some projects may require more or less effort due to their complexity, size, and quality of submittal. Approximately thirteen (13) project reviews have been budgeted in the allowance.
- c. Allowance - \$26,000

Task 4 – MS4 Permit Coordination

- a. Scope – The Town's current MS4 Permit was issued November 2016 and is in effect until November 2021. A Storm Water Management Plan (SWMP) was created for permit application back in 2016. Throughout the year, the OWNER may need clarification and interpretation of the Permit such that the SWMP may need to be amended or revised to comply with the MS4 Permit. In addition, the OWNER may need to submit or engage in correspondence to the North Carolina Department of Environmental Quality regarding its permit. The ENGINEER will assist the OWNER with the MS4 Permit coordination services. The individual tasks will be identified by both the ENGINEER and OWNER.
- b. Assumptions – An allowance has been developed to provide a budget for services, which may not cover all services listed or required. ENGINEER will coordinate with OWNER to detail the fees for requested task(s) prior to expenditure.
- c. Budget - \$5,000

The ENGINEER's performance of these services, alone, does not assure full compliance with the MS4 Permit and should not be construed as so.

HDR Engineering, Inc. of the Carolinas

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require

that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written Instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed or recommended by

ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed or recommended by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider COVID-19 Emergency Leave Resolution.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the COVID-19 Emergency Leave Resolution as presented.

Description/Background:

Resolution authorizing the Town Manager to make decisions regarding employee classification exemptions for Emergency Responders as defined in the Families First Coronavirus Response Act (FFCRA), as well as authorizing him to make decisions regarding work schedules, emergency leave, and pay for employees during the period of time that State of Emergency Declarations are in place due to COVID-19.

Recommendation:

Staff recommends approval of the resolution, as attached.

Fiscal Impact:

None.

Attachments:

1. Resolution - COVID-19 Emergency Leave (Final)



**RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENACT AN EMERGENCY PAID LEAVE PROGRAM
DURING THE COVID-19 EMERGENCY DECLARATION AND CERTIFY EMERGENCY RESPONDER
CLASSIFICATIONS**

WHEREAS, on March 10, 2020, Governor Roy Cooper issued Executive Order No. 116 which declared a State of Emergency in North Carolina in an effort to address the Coronavirus pandemic (COVID-19); and

WHEREAS, on March 14, 2020, Governor Roy Cooper issued Executive Order No. 117 which prohibited mass gatherings of more than 100 people and mandated the closure of K-12 Public Schools across the state to limit the spread of COVID-19; and

WHEREAS, on March 16, 2020, the Town of Harrisburg issued a Local State of Emergency Declaration in response to the COVID-19 pandemic in order to protect the health, safety and well-being of all people; and

WHEREAS, on March 26, the Town of Harrisburg adopted a joint Stay at Home Order with Cabarrus County and other municipalities of Cabarrus County to further restrict the movement of people in public places and the operation of business activity to essential functions only; and

WHEREAS, local, state and federal action in response to the COVID-19 pandemic continues to develop in an expeditious manner which impacts the ability of the employees of the Town of Harrisburg to continue to deliver necessary government services while simultaneously heeding recommendations and directives from the public health community regarding their personal health; and

WHEREAS, an important recommendation from public health officials to reduce the spread of the COVID19 virus has been to allow and encourage employees to work from home, utilize staggered and/or adjusted work schedules, and limit the number of employees working together at the same time; and

WHEREAS, the U.S. Department of Labor passed the Families First Coronavirus Response Act on April 1, 2020 to require employers to provide Emergency Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFML) in response to the COVID-19 crisis; and

WHEREAS, the Families First Coronavirus Response Act provides guidelines regarding employees eligible for the leave, qualifications for the leave, leave usage and pay, and exemptions for Emergency Responder employees; and

WHEREAS, the Town's current policies, as written, may not provide the level of flexibility necessary to adequately provide leave and pay options during extended emergency events, and do not identify Emergency Responder employees; and

WHEREAS, vesting the Town Manager with authority to administer and make necessary adjustments to the Town's leave policies and any pay adjustments that may go beyond those outlined in the Families

First Coronavirus Response Act during the duration of the current state and local COVID-19 State of Emergency will allow Town of Harrisburg employees to continue to provide uninterrupted government services to the community.

NOW THEREFORE BE IT RESOLVED that the Harrisburg Town Council hereby:

1. Grants the Town Manager the authority to make necessary adjustments to the Town's leave policies related to addressing the current COVID-19 pandemic; including allowing employees to telework, work staggered or adjusted schedules, reduced work hours for some employees due to the nature of their work during the period the local State of Emergency Declaration is in effect, and
2. The Town will remain in compliance with the Families First Coronavirus Response Act as outlined by the U.S. Department of Labor, and for any qualifying employee, we will begin to run our leave policy concurrent with the Families First Coronavirus Response Act beginning on April 14, 2020.
3. The Town has identified the following employees as Emergency Responders, in coordination with the definition of such personnel provided by the U.S. Department of Labor:
 - a. All Fire Department personnel, except the Administrative Assistant
 - b. All Public Works employees, except the Engineering employees and Public Works Support Specialist
 - c. All Department Managers, except the Town Clerk, Planning & Economic Development Director, and Parks & Recreation Director
4. The Town will allow Emergency Responders to qualify for the Families First Coronavirus Response Act, and any local Emergency Leave policies, except in the event they must care for someone who is subject a quarantine or isolation and/or diagnosed with COVID-19 or are caring for a child due to school or place of care being closed or unavailable due to COVID-19, and
5. The Town will continue to pay all full-time and permanent part-time employees their full pay, regardless of hours worked, during the period of time the local State of Emergency declaration is in place. Any employee who qualifies for EPSL or EFML under the Families First Coronavirus Response Act will also be paid their full salary during the leave.

This resolution is effective upon its adoption this 13th day of April 2020.

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

Steve Sciascia, Mayor

ATTEST: _____

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2019-03 (R) – Conditional Rezoning and Zoning Map Amendment (Howie Property, 7800 Robinson Church Rd).

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the conditional rezoning request from Rural Estate (RE) to Conditional Residential Village (CZ-RV) as requested by the applicant for the related property in application H-2019-03 (R).

Description/Background:

Epcon Communities, on behalf of the property owners (Parks and Carloyn Howie) has submitted a request to rezone approximately 32.85 acres located at the southwest corner of the intersection of Robinson Church Road and Tom Query Road (PIN 55075084100000). The applicant proposes to develop 77 age-restricted single-family detached residential dwellings. To achieve this, the applicant is requesting that the property be rezoned from the current Rural Estate (RE) district to Conditional Residential Village (CZ-RV) in accordance with the site plan submitted with the application.

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

Recommendation:

Harrisburg Planning and Zoning Board recommended approval of proposed rezoning at their February meeting.

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

Fiscal Impact:

None.

Attachments:

1. Epcon_Conditional Rezoning Application
2. Epcon - Site Location Map
3. H_2019_03_R Staff Report_Epcon Communities TC
4. H2019-03 R Rezoning Site Plan Rev 4.2.20
5. Epcon-ElevationExamples
6. Neighborhood Meeting Summary for H2019-03 _Epcon



APPLICATION FOR CONDITIONAL REZONING

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

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

Age Restricted detached Residential

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

This will be a 55 and older age restricted community with walking trails and
an amenity area for the residents. Additional berms and landscaping will be
provided within the proposed lots in addition to the required buffers. Epcon
proposes on all homes to have painted composite siding with stone & brick accents
and architectural shingles.



Harrisburg NC

The right side of opportunity

Owner Information

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

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

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

Property Owner Carolyn Howie

Address PO Box 248
Harrisburg, NC 28075

Phone _____

Fax _____

Signature James H. Wolfe POA

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

OFFICIAL USE ONLY:

Petition Number: _____

Date Filed: _____

Received By: _____



APPLICATION FOR ZONING MAP AMENDMENT

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

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

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

Overview of the Rezoning Process:

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

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



Subject Property Information

1. Street Address 7800 Robinson Church Road
2. PIN(s) (10 digit#) 5507 -- 50 -- 8410 ; -- -- --
3. Deed Reference Book Null Page
4. Township # 1

Description of Subject Property

5. Size (square feet or acreage) 32.85 Acres
 6. Street Frontage (feet) 3000
 7. Current Land Use Residential (One home)
 8. Surrounding Land Use and Zoning Classification
 - North: Zoning RE Land Use Residential
 - South: Zoning RE Land Use Residential
 - East: Zoning RE, RM-1 Land Use Residential
 - West: Zoning RE, RM-1 Land Use Residential
 9. Request to Change Zoning From RE to CZ-RV
 10. Is this a request for a Conditional Rezoning? YES NO
- (If YES, you must also submit an application for a Conditional Rezoning)
11. Purpose for Request: A 76 Lot Age-restricted Community
- _____
- _____
- _____
- _____
- _____
- _____



HarrisburgNC

The right side of opportunity

Owner/Agent/Applicant Information

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

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

12. Property Owner

Carolyn Howie

Address

PO Box 248, Harrisburg, NC 28075

Phone

Fax

Email:

Signature

James H. Wolfe POA

13. Agent (if any)

Address

Phone

Fax

Email

Signature

14. Applicant (if any)

Epcon Communities

Address

11020 David Taylor Dr., Suite 106
Charlotte, NC 28262

Phone

704-589-4821

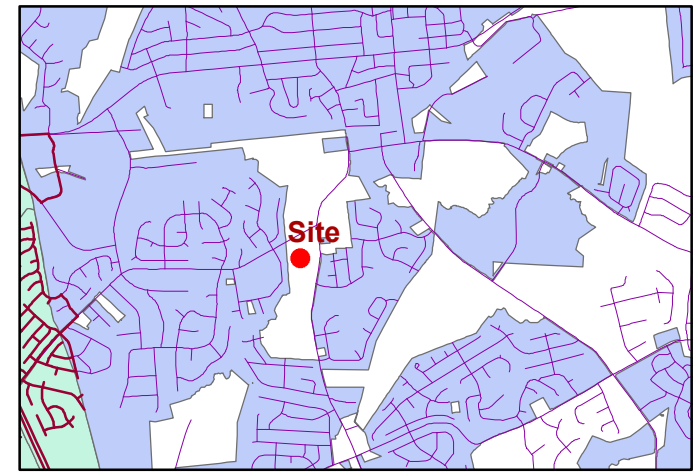
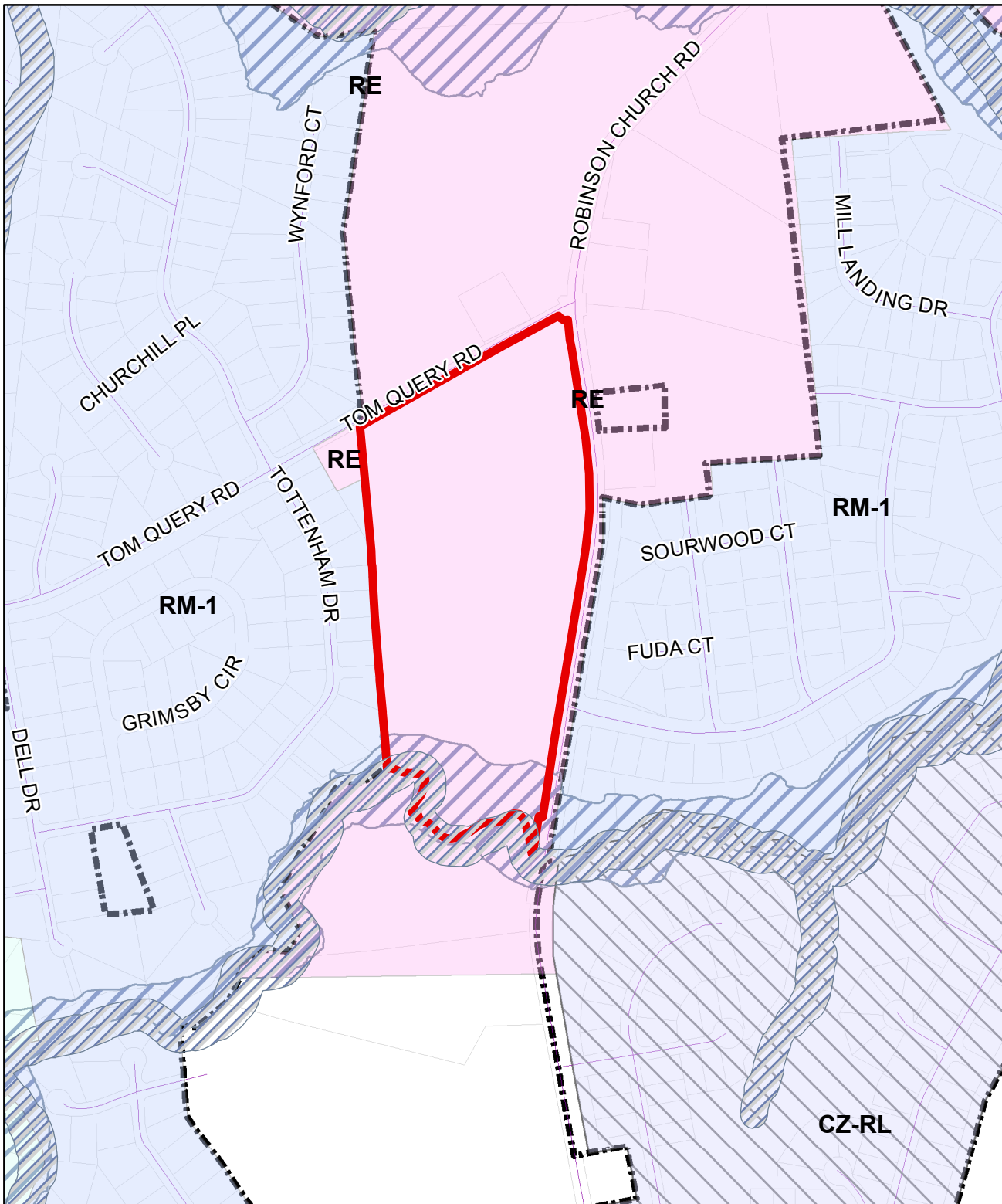
Fax

Email

mdavis@epconcommunities.com

Signature

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



H 2019-03-(R) 7800 Robinson Church Road Epcon Communities

Applicant: Epcon Communities

Current Zoning: RE

Proposed Zoning: Conditional Residential Village
(CZ-RV)

-  Site
-  Town Limits
-  Floodplain Overlay
-  Parcels



0 350 700 1,400 Feet



Town of Harrisburg
Planning and Economic Development Department
Rezoning Staff Report

DATE: April 02, 2020

SUBJECT:

Request H-2019-03-(R): To rezone approximately 32.85 acres from RE, Rural Estate to CZ-RV, Conditional Residential Village

Location: The subject property is located at the southwest corner of the intersection of Robinson Church Road and Tom Query Road. (PIN 55075084100000)

Applicant: Epcon Communities on behalf of owners (Parks and Carolyn Howie)

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

Neighborhood Meeting: Held November 21st, 2019

BACKGROUND:

Area: ±32.85 acres Total

Existing Land Use: Vacant/Single-Family Residential

Zoning within 500 feet: North – RE, Rural Estate
South – RE, Rural Estate
East – RE, Rural Estate
– RM-1, Residential Medium Density
West – RE, Rural Estate
– RM-1, Residential Medium Density

Land Uses within 500 feet: North – Vacant and Single-Family Residential
South – Vacant and Single-Family Residential

East – Single-Family Residential
West – Single-Family Residential

APPLICATION SUMMARY:

- The applicant proposes to develop a 77-lot single-family age-restricted (55 and above) subdivision. To achieve this, the applicant is requesting that the property be rezoned from the current Rural Estate (RE) district to Conditional Residential Village (CZ-RV) in accordance with the site plan submitted with the application.
- The proposed density of the site is 2.34 dwelling units per acre. The RV district has a maximum density of 8 dwelling units per acre but upon approval of this rezoning, the density will be capped at 2.34 unit/acre and the site plan will be attached with the land.
- Per the Town subdivision regulations, the applicant is providing dedicated public open space. The applicant proposes the development of 6.3 acres of open space as part of the development.
- The applicant agreed to install a ten (10) foot wide paved greenway trail near the southern boundary of the site along Fuda Creek and to dedicate a twenty-five (25) foot wide greenway easement to complete a segment of the Fuda Creek Greenway. The greenway would directly link to both the proposed development and the Fenton Dell community immediately to the west, and to the existing greenway across Robinson Church Road to the east. The applicant also proposes to construct a pedestrian grade crossing (including pedestrian signal) crossing Robinson Church Road that will link the proposed segment of the greenway to the existing greenway across Robinson Church Road.
- The applicant also agreed to re-design and participate financially in the reconfiguration of the Robinson Church/Tom Query intersection, and to dedicate a portion of the site for the reconfigured intersection street right-of-way. This intersection improvement is prescribed in the Harrisburg Area Land Use Plan.
- As a conditional zoning request, the applicant has submitted a site plan along with the request for rezoning, which is attached for your consideration.
- The property is in the Town's Extra-Territorial Jurisdiction (ETJ), applicant has also submitted a Petition requesting Annexation for the subject property which is contiguous to the current Town of Harrisburg corporate limits.

APPROVAL CRITERIA:

1. The size of the tract in question;

The subject property is approximately 32.85 acres in size.

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

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

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

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

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

Based on the description of the Medium Density Residential land use classification, the proposed development, at 2.34 dwelling units per acre would fall within the threshold of 2 to 3 dwelling units per acre that has been set for this area in the Land Use Plan.

With regard to the overall goals of the Land Use Plan, **recommendation LU-5** states that the Town should “Expand Housing Options” to appeal to a broad range of audiences. It specifically mentions offering a housing product that could appeal to residents wishing to age in place. The Plan’s demographic section documents that “the Planning area has a growing mature population with more than 40 percent of households being over the age of 55”. The Market Conditions Projections section states that close to half of the future demand for for-sale housing will be for homes and villas on smaller lots.

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

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

The benefits to the owner of the property would be that single-family residential development at the proposed density of 2.34 dwelling units per acre could be achieved under the proposed zoning. The existing zoning restricts density to 1 dwelling unit per acre.

Detriments to the neighbors and surrounding community are consistent with those expected with additional residential development, such as generation of additional traffic

and potential traffic congestion during peak times. Since the proposal is for an age-restricted community, traffic generation is less compared to traditional single-family subdivision and that there should be no impact upon student populations in the schools.

Benefits to the neighbors and the surrounding community include the dedication and construction of an additional segment of the Fuda Creek Greenway and installation of a greenway pedestrian crossing across Robinson Church Road, and the re-alignment of Tom Query Road at its intersection with Robinson Church Road to make it a safe intersection.

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

a. Utilities:

Utilities are available in this area, and are sufficient to meet the needs of this property. Water and sewer access are located along Robinson Church Road, and will be available to the development upon annexation. Any utility line extensions or upgrades necessary to serve this development will be the responsibility of the developer.

b. Transportation:

A TIA was not required based on the lower amount of traffic generated by an age-restricted community. However, several transportation-related improvements will be completed as part of this development. In addition to the afore-mentioned greenway and intersection improvements, the developer has committed to installation of sidewalks along the Robinson Church and Tom Query frontages, and some perimeter road widenings to accommodate turn movements into the development.

c. Safety and Sanitation Services:

Adequate police, fire, and sanitation services are available for the proposed use, and will be provided upon annexation.

d. Schools:

The proposal is for an age-restricted (55 plus) adult community, so the generation of school-age populations is extremely unlikely. In recognition of the community's characteristics, Cabarrus County Schools states that they do not estimate students from age-restricted communities.

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

a. Whether the proposed zoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or

environmental impacts that the new use will generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting or other nuisances;

The density of the proposed development (2.34 dwelling units per acre) is slightly higher than the observed density of the newer developed neighborhoods to the east and west of the site (although those neighborhoods are the same RV zoning as being requested for this site). Although such a density is not uncommon with an age-restricted community. The development proposes 6.3 acres of the site be devoted to open space. With regard to specific uses, the single-family homes proposed for this development would not be incompatible with surrounding land uses.

Properties to the north and south of the site are currently exists as rural homesteads, so the proposed development would represent a change compared to those areas.

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

Sizable portions of the Robinson Church Road corridor continue to remain rural or undeveloped in character although the Harrisburg Area Land Use Plan prescribes medium density residential uses for the portion of the corridor north of Rocky River Road. Several residential developments including Bridge Pointe to the east of the site suggests increased development interest and pressure in this part of Harrisburg.

Like all other development activity in this area, the development of this land would convert former farmland and forestland into residential neighborhoods, while preserving appropriate area for open space/tree save.

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

The areas around this property are generally zoned for low to medium density residential use. Existing land use patterns in the area typically consist of low to medium density residential neighborhoods and vacant forested land and land previously used for agricultural purposes.

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

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

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

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

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

This property has been used for residential and agricultural purposes.

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

Land supply is not a direct issue in this area.

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

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

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

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

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

The development proposal accompanying the rezoning request would restrict permitted uses to single family residences, which are appropriate in this area.

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

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

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

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

The applicant intends to work collaboratively with both Harrisburg town staff and the NC Department of Transportation in identifying and implementing roadway improvement measures on perimeter roadways intended to mitigate adverse transportation impacts associated with the proposed development. Currently two vehicular site access points are planned, one onto Tom Query Road (planned as a right in/right out intersection) and one full-movement access point onto Robinson Church Road to be aligned opposite Baybrooke Lane.

Furthermore, the re-alignment of the Tom Query/Robinson Church intersection will provide benefits to both residents of the proposed development as well as to citizens and motorists of the larger community. Finally, the planned extension of the Fuda Creek Greenway will provide residents in the area greater bicycle and pedestrian mobility alternatives.

Landscaping buffers shown are adequate to meet the needs of the adjacent properties, and town staff is working with the applicant to identify any prospective tree save opportunities on the site that could be incorporated into the final planting plan.

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

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

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

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

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

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

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

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

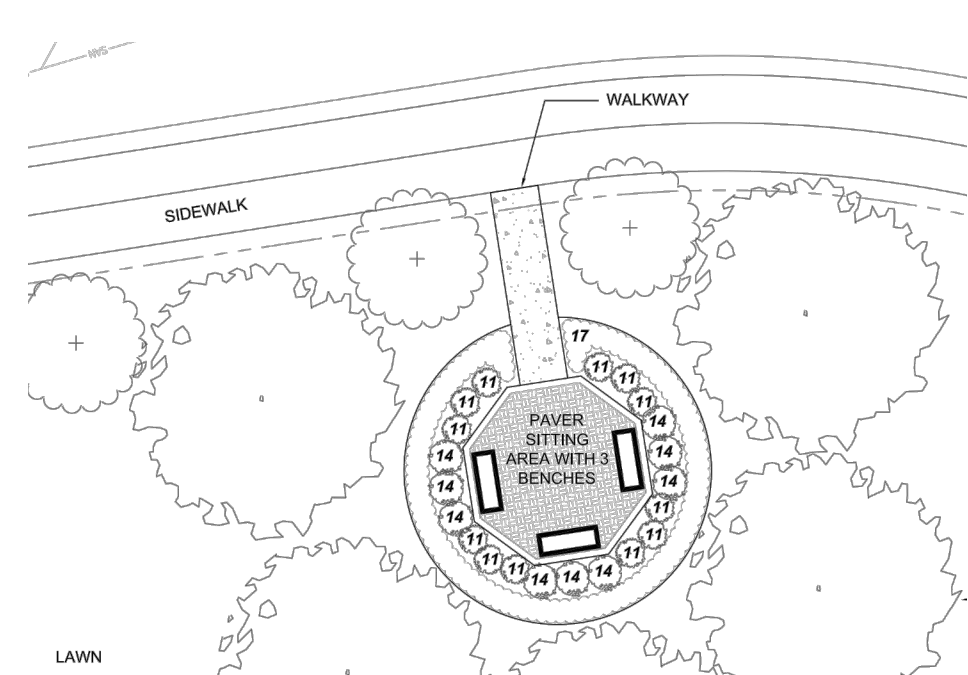
APPROVAL WITH CONDITIONS:

The proposal is a conditional rezoning request. Conditions may be imposed on the zoning action; staff recommends that the following conditions be placed on this project. Applicant agrees to the following:

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 the community will be age-restricted and require 90% of the home owners will be 55 or older, through deed restrictions.
3. Applicant agrees to restrict exterior cladding materials to non-vinyl products.
4. Applicant agrees to construct a ten (10) foot wide paved greenway trail connection and dedicate a twenty-five (25) foot wide easement to provide access to the greenway connection from the proposed development, to Robinson Church Road, and to the adjoining Fenton Dell community (including constructing the paved trail to Tottenham Drive).
5. Applicant agrees to install a pedestrian crosswalk and signal on the greenway crossing at Robinson Church Rd.
6. Applicant agrees to work collaboratively with the Town Staff and the NC Department of Transportation in identifying and participating in the development of right-of-way improvements on perimeter roads, including left and right turn lanes at site entrances, re-alignment of Tom Query Road at its intersection with Robinson Church Road, and a streetlighting plan.
7. Applicant agrees to identify any potential tree save areas (including heritage trees) on the site that might be able to be retained post-development.

RECOMMENDATION:

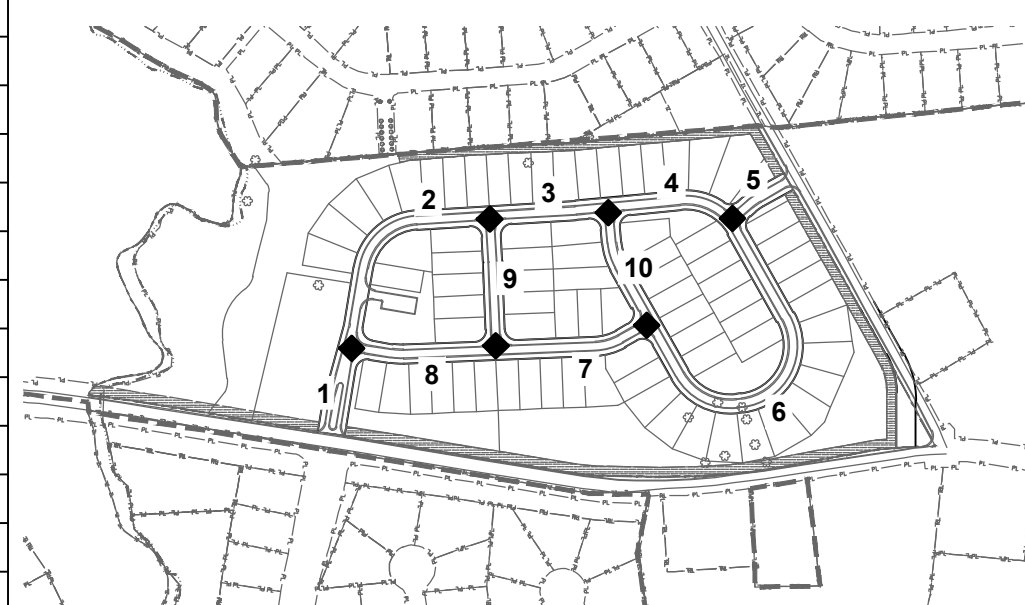
With the conditions proposed, the rezoning request is consistent with the Harrisburg Area Land Use Plan. Planning and Zoning Department staff supports approval of the rezoning request with conditions.



CONCEPT POCKET PARK FOR ACTIVE OPEN SPACE

TREE #	DBH	TREE SPECIES	TO BE REMOVED (TBR) OR TO REMAIN
01	31"	MAPLE	TO REMAIN
02	34"	SWEET GUM	TO REMAIN
03	34"	MAPLE	TBR
04	37"	OAK	TO REMAIN
05	30"	MAPLE	TO REMAIN
06	30"	OAK	TO REMAIN
07	45"	OAK	TBR
08	30"	MAPLE	TBR
09	30"	MAPLE	TBR
10	36"	OAK	TO REMAIN
11	45"	MAPLE	TO REMAIN
12	31"	MAPLE	TBR
13	32"	MAPLE	TBR

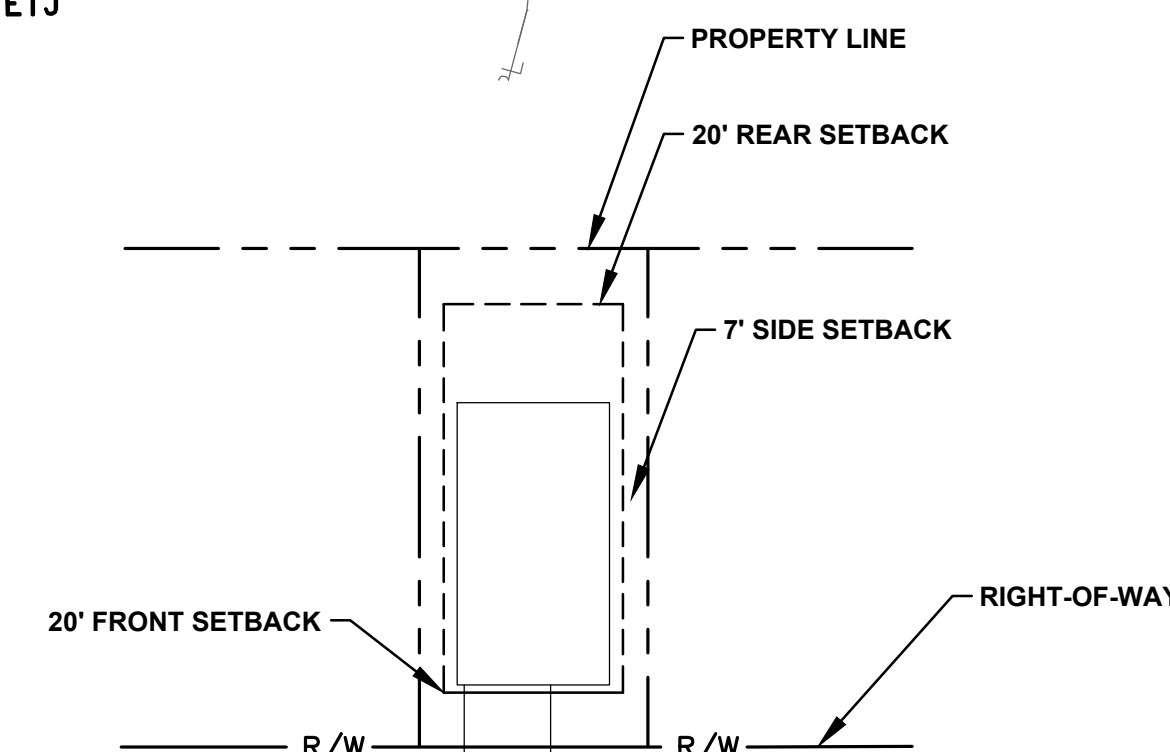
EXISTING HERITAGE TREES



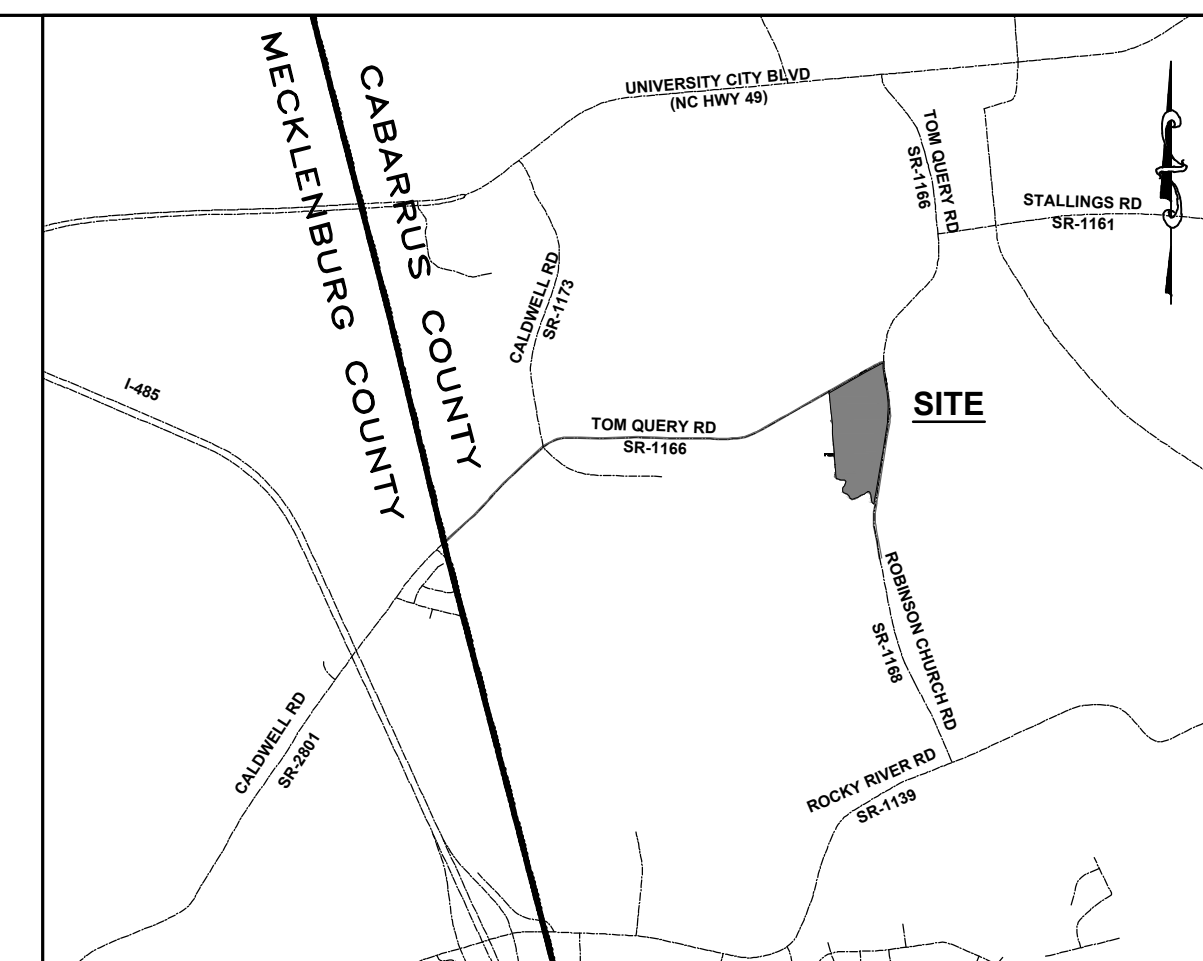
STREET CONNECTIVITY RATIO
10 LINKS / 6 NODES = 1.67 RATIO

BLOCK	LOTS	LENGTH / PERIMETER
A	1 - 17	956'
B	17 - 22	392'
C	23 - 28	347'
D	29 - 36	445'
E	37 - 42	305'
F	42 - 47	328'
G	48 - 60	1,406'
H	61 - 70	1,149'
J	71 - 77	1,105'

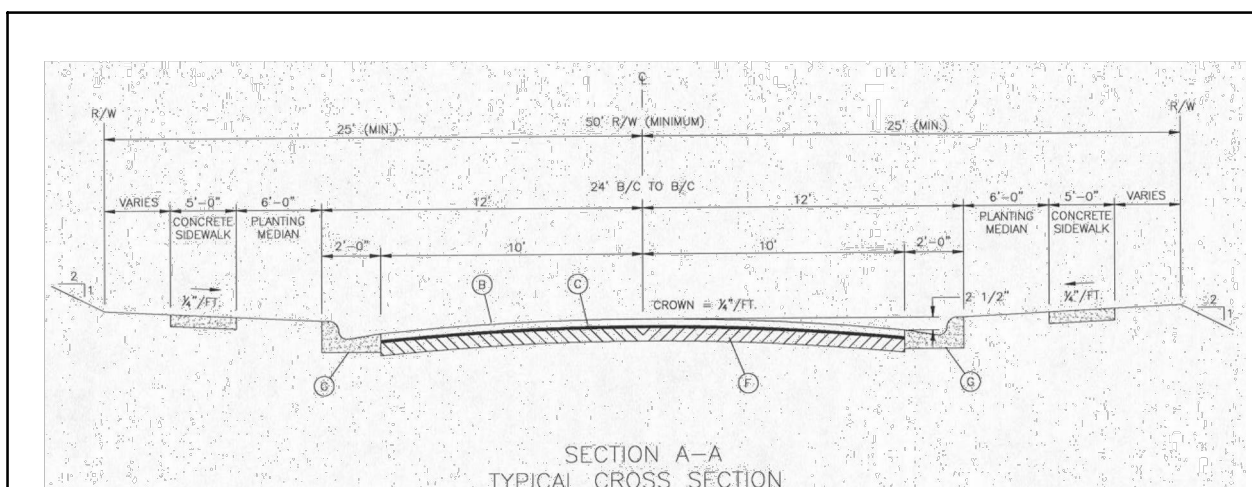
BLOCK LENGTH / PERIMETER



TYPICAL LOT



VICINITY MAP



**TYPICAL SECTION
RESIDENTIAL STREET**

SITE STATISTICS

PARCEL NUMBERS:	5507-50-8410
CURRENT ZONING:	RE
PROPOSED ZONING:	CZ-RV
TOTAL SITE AREA:	32.85 ACRES
PROPOSED USE:	SINGLE FAMILY RESIDENTIAL
NUMBER OF LOTS:	77
DENSITY:	2.34 DU / ACRE
TOTAL LOT AREA:	640,989 SF / 14.72 AC
SMALLEST LOT SIZE:	7,500 SF
MINIMUM SETBACKS:	
-FRONT:	20'
-SIDE:	7'
-SIDE CORNER:	12.5'
-REAR:	20'
NCDDOT RIGHT-OF-WAY DEDICATION	9,991 SF / 0.22 AC
NET SITE AREA (LESS NCDDOT R/W):	32.63 AC

PUBLIC OPEN SPACE REQUIREMENTS:
PUBLIC OPEN SPACE REQUIRED: 2.20 AC. (1/35 AC. x 77 LOTS)
PUBLIC OPEN SPACE PROVIDED: 2.20 AC.

SUBDIVISION OPEN SPACE REQUIREMENTS:	3.26 AC. (10% OF NET AREA)
ACTIVE OPEN SPACE REQUIRED:	1.93 AC. (0.025 AC x 77 LOTS)
ACTIVE OPEN SPACE PROVIDED:	2.06 AC.
PASSIVE OPEN SPACE PROVIDED:	4.16 AC.
<u>TOTAL SUBD. OPEN SPACE AREA:</u>	<u>6.22 AC.</u>
PERCENTAGE OF INACCESSIBLE LAND:	0.0%

RIGHT-OF-WAY:
TOTAL RIGHT-OF-WAY AREA: 201,477 SF / 4.63 AC
PROPOSED RIGHT-OF-WAY: ROAD 'A' 160 LF

GENERAL NOTES:

1. BOUNDARY INFORMATION PROVIDED BY CABARRUS COUNTY GIS.
2. EXISTING TOPOGRAPHIC CONTOURS PROVIDED BY CABARRUS COUNTY GIS.
3. ACCESS POINTS MUST BE STAKED IN THE FIELD FOR VERIFICATION OF SIGHT DISTANCE.
4. ALL ROADS SHALL BE DESIGNED ACCORDING TO THE TOWN OF HARRISBURG STANDARDS.
5. 25' X 25' SIGHT TRIANGLES SHALL BE PROVIDED AT ALL INTERNAL INTERSECTIONS.
6. 25' X 50' SIGHT TRIANGLES SHALL BE PROVIDED AT THE ROBINSON CHURCH ENTRANCE.
7. THE SUBDIVISION WILL BE SERVED BY PUBLIC WATER AND GRAVITY SEWER SERVICE FROM THE TOWN OF HARRISBURG. ALL WATER AND SEWER EXTENSIONS REQUIRED FOR THIS PROJECT ARE THE RESPONSIBILITY OF THE DEVELOPER.
8. ADA RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS. ADA RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT ADA REQUIREMENTS.
9. PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA FIRM MAP NO. 371055000K AND 3710550700K BOTH DATED NOV 16, 2018.
10. A LIGHTING PLAN WILL BE SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL THAT WILL COMPLY WITH THE TOWN OF HARRISBURG STREET LIGHTING REQUIREMENTS.
11. BMP TO BE LANDSCAPED WITH FOUNTAIN AND FENCED.
12. HERITAGE TREES TO BE REMOVED DURING CONSTRUCTION SHALL BE MITIGATED PURSUANT TO ARTICLE 9 OF THE U.D.O.



DATE:	MARCH 202
MCE PROJ. #	
DRAWN	
DESIGNED	
CHECKED	
PROJ. MGR.	

SCALE
HORIZONTAL
1"=100'
VERTICAL
NA

1

DRAWING NUMBER _____

STATUS: **SKETCH PLAN**
NOT FOR CONSTRUCTION

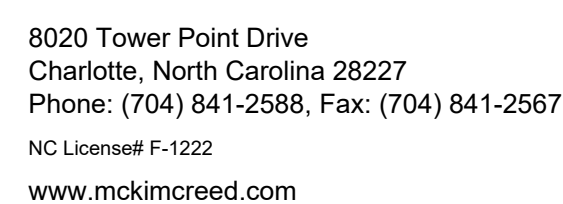
[illegible]

This electronic document is the property of

McKim & Creed, Inc.

and is not to be used for any purpose without the written consent of the engineer whose seal appears on the original certified document.

**DO NOT REMOVE FROM
ELECTRONIC FILE**



TOWN OF HARRISBURG, NC
ROBINSON CHURCH ROAD

SKETCH PLAN

Epcon Product



Epcon Product



Promenade III
© 2018 IP86, LLC

Epcon Product



Palazzo

© 2016 Epcon Communities Franchising, Inc.

Aerial View of Product – Rear Yard



BIRDS EYE VIEW – COURTYARDS & HOMES



© 2014 Epcon Communities Franchising, Inc.



Neighborhood Meeting Summary
Epcon Communities
Case: H2019-03-® 7800 Robinson Church Road

Aa required by the Town of Harrisburg, a neighborhood meeting was held on Thursday, November 21st at 6:00 PM at the Town of Harrisburg. Epcon was represented by Mike Davis and John Shamp. Keith Rains from McKim & Creed was the engineer for Epcon. The following is a summary of some of the comments, concerns, and responses from the meeting:

- There was a question if the existing gas easement would be affecting the realignment of Tom Query Road and Robinson Church Road. It was responded to that the gas easement would not affect the widening.
- There was a request to consider additional buffering to the Fenton Dell residents. Epcon explained the current 20' buffer will preserve the trees that exist and additional buffering will be provided within the rear setbacks of the lots that would include trees and shrubs.
- The question was asked if there was a double yellow line where the proposed drive would be on Tom Query. It was confirmed that there was.
- A resident from Fenton Dell was concerned about water runoff stating that they currently have a ditch that gets flooded regularly. Requested a bigger buffer to help with that. Epcon's engineer stated that the stormwater from the site would be captured in a new storm drainage system and piped to a proposed wet pond. This would significantly reduce the water that currently drains to the Fenton Dell residents.
- There was a concern that the curve on Robinson Church Road as you drive towards to Harrisburg was dangerous. It was asked if this project would be required to do anything about it. Harrisburg planning staff said it would not be a requirement for this site, but they would notify the appropriate agencies about the concern.
- A resident asked if Epcon would agree in writing to meet the state stormwater requirements. The engineer stated that they would have to before they could get a permit to do the project from the state.
- A resident asked about preserving the trees shown in the buffer along Robinson Church Road. Epcon stated that they wanted as much of the buffer to remain as possible. They stated they would only clear as much as possible that was required for grading.
- A resident was concerned about tree removal to install a trail access to Fenton Dell. The engineer stated that the trail would meander as needed to minimize the tree removal.
- A question was asked if the BMP would be fenced. Epcon responded that it would be and landscaped with a fountain in the wet pond as well.

- A question was asked about a cross-walk across Robinson Church Road to connect the trail system. Epcon stated that they are in discussions with the Town regarding the cross-walk.
- A question was asked if the project would be installing any turn lanes on Robinson Church Road. Epcon stated that any improvements NCDOT required would be installed. They were concerned about Bridgepoint drivers making left turns into their site waiting on slow drivers. Planning staff informed them that they would be formally reviewing the plan now and that NCDOT would be involved with that review.
- A question was asked about the HOA dues and when it would be taken over by the residents. Epcon stated that their typical dues were around \$250 per month and that it depended on how quick the community sells as to when the residents took over.
- A question was asked about how would they know the comments from the meeting were addressed before it went to Planning Board and Council. Planning staff stated that they would not take it to the Board and Council without the issues being addressed to the extent Epcon agreed to address.
- One resident spoke in support of the greenway/trail system

Attachments:

Agenda

Sign-in Sheet

**TOWN OF HARRISBURG, NORTH CAROLINA
HARRISBURG TOWN HALL
NEIGHBORHOOD MEETING
THURSDAY, November 21, 2019
6:00 PM**

AGENDA

1. CALL TO ORDER:

2. PRESENTATIONS:

A. 6:00 PM H2019-01-(R) – Pharr Mill/ Mulberry Road Parcels –
Request to rezone parcels # 55177993000000, 55179854430000 and 55179699450000, generally locate at the intersection of Phar Mill and Mulberry Rd. The property owner is requesting a rezoning of these parcels, currently located in the County, from LI (Light Industrial) and OI (Office Institutional) to CZ-RV, Conditional Zoning Residential Village. The purpose of the rezoning is to enable the property owner to develop and subdivide the property for single family homes.

B. 6:30 PM H2019-03-(R) 7800 Robinson Church Rd – Request to rezone parcel # 55075084100000, located at the intersection of Robinson Church and Tom Query Rd. The property owner is requesting a rezoning of these parcels from RE, Rural Estate, to CZ-RV, Conditional Zoning Residential Village. The purpose of the rezoning is to enable the property owner to develop and subdivide the property for age-restricted (55+ only) single family homes.

3. ADJOURNMENT

7800 Robinson Church Road Rezoning

Sign in Sheet

Neighborhood Meeting

11/21/19

6:30 PM - 7:00 PM

Name

Address

Kenn & Darlene Seibert 7917 Tottenham Dr.

Virginia & Nick Lieto 7869 TOTTENHAM DR.

JESSICA Fava 4455 Millard Dr.

ASHOK Kumar Kotte 7232 old valley way.

Betty Lee Robinson Ch

Cathy Idunsa 7525 Robinson Ch

* Bob & Angela Brokin 7853 Tottenham Drive

Jan Maynard 7829 Tottenham Drive

Kathleen Murphy 7829 Tottenham Dr.

MIKE Smith 6325 PHARR MOUNTAIN DR.

DAVE A. PARKER 8152 CAMELOT DR.

Joe-Phillip Tudorola - 7813 Tottenham Dr.

GREG HOWARD 5045 WYNFORD CT

Jeff Phillips 6005 The Meadows LN

Sandy Morgan 7173 Ruth Fidler Ln

Robert & Evelyn ARADY 4655 Rice Hill DR.

Sheryl Cheek 7746 Coachman Ct Harrisburg NC 28075

Bo & Dixie Clark 8026 Wycombe Ct Harrisburg

7800 Robinson Church Road Rezoning

Sign in Sheet

Neighborhood Meeting

11/21/19

6:30 PM - 7:00 PM

Name

Address

Patrizia Rhyne

7250 Streamhaven Dr. Harrisburg NC

Victoria Minchin

7901 Tottenham Dr. Harrisburg

GREG HOWARD

5045 WYNFORD CT

Elizabeth Scott

4895 Sherburne Dr Harrisburg

Deborah Beale

7967 Grimsby Circle Harrisburg

Kim Harman

7837 Tottenham Dr Harrisburg

Todd MAY

8018 WYCOMBE COURT

Nicole Eskew

8010 Wycombe Ct.

Jan Eskew

8010 Wycombe Ct.

Ron Smith

3118 SEA ISLAND.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Annexation of property at 7800 Robinson Church Rd (Howie Property).

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the annexation request of property at 7800 Robinson Church Rd.

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), this annexation is related to the rezoning case# 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 approval of annexation of property at 7800 Robinson Church Rd, following the approval of rezoning request for this subject property(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 Fixing Date of Public Hearing
6. Annex Ordinance 7014



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



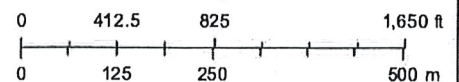
Property Real ID	01-016 -0053.00	Parcel PIN	55075084100000
Physical Address:	7800 ROBINSON CHURCH RD HARRISBURG NC 28075	Land Units	32.99
Owner Name 1:	HOWIE PARKS H	Land Units Type	AC
Owner Name 2:	HOWIE CAROLYN O WF	Land Value	1127130
Mailing Address:	P O BOX 248	Building Value	118640
Mail City:	HARRISBURG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

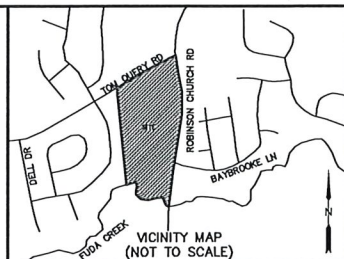
Beginning at a point in the centerline of Tom Query Road having NC Grid Coordinates of N: 571,136.87, E: 1,505,352.79, said point being the northeastern corner of Ruth S. Harris, and runs thence from the point of beginning along the centerline of Tom Query Road the following calls: 1) N 60° 35' 42" E 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)
- NAIL NAIL (FOUND)
- NAIL 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.

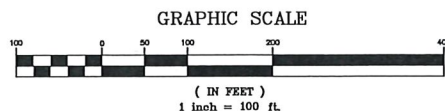
SUBJECT PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) AND ZONE AE REGULATORY FLOODWAY AS PER FEMA FIRM COMMUNITY PANEL NO. 3710550600K; EFFECTIVE DATE NOVEMBER 16, 2018.

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	33.90'
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



ORDINANCE #7014
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF HARRISBURG, NORTH CAROLINA

WHEREAS, the Town Council has adopted a resolution under G. S. 160A-31 stating its intent to annex the area described below; and

WHEREAS, a public hearing on the question of annexation was held at Harrisburg Town Hall, 4100 Main Street, Suite 101, Harrisburg NC at 6:00 p.m. on April 13th, 2020 after due notice; and

WHEREAS, the Town Council finds that the proposed annexation meets the requirements of G. S. 160A-31;

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Harrisburg, North Carolina that:

Section 1. By virtue of the authority granted by G. S. 160A-31, the following described contiguous property is hereby annexed into the Town of Harrisburg as of April 13th, 2020:

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 2. Upon and after 13th day of April, 2020 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Harrisburg and shall be entitled to the same privileges and benefits as other parts of the Town of Harrisburg. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3: The Mayor the Town of Harrisburg shall cause to be recorded in the office of Register of Deeds Cabarrus County, and in the Office of Secretary of the State in Raleigh, North Carolina, an accurate map of the annexed property, along with a certified copy of the ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G. S. 163-288.1.

Adopted this the 13th day of April 2020.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

To approve a Contract with Sloan Construction for the Spring Repaving Project and the related budget amendment and Declaration of Intent to Reimburse

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award bid for the spring repaving project to Sloan Construction in the amount of \$215,000 and approve the related budget amendment and Declaration of Intent to Reimburse.

Description/Background:

This improvement project shall consist of approximately 15,400 square yards of pavement resurfacing and 100 tons of incidental patching.

For this project, pavement improvements will be made on Candystick Lane and in Coventry and Huntwick Subdivisions.

The proposed project is being funded in FY2020 with available Streets and Powell Bill funds but is planned to be reimbursed by the issuance of the first round of 2017 Transportation Bonds in the fall of 2020 (early FY2021). When the reimbursement is received, these funding sources being used in FY2020 will be replenished and the expense of the Spring Paving project will ultimately be covered by the bond issuance.

Recommendation:

Staff recommends approval of the attached bid proposal to Sloan Construction for the Spring Pavement Resurfacing Project and the related budget amendment and Declaration of Intent to Reimburse.

Fiscal Impact:

The cost of this contract is \$215,000.

The project will utilize \$80,000 of re-purposed general operating funds in the Streets Department of the General Fund and \$135,000 of Powell Bill funding. \$95,000 of the Town's approximate \$185,000 Powell Bill Reserve funds will be used, with the remaining \$40,000 being shifted from existing current-year expenditures.

Contingency funds in the contract will be used once the primary work is done at the quantity rates in the contract to do any additional resurfacing work that can be identified up to the contract total amount.

Attachments:

1. 2020 Bond Paving Bid Tabulations-FINAL

2. Sloan - TOH Paving - Draft Contract
3. Sloan Construction - Harrisburg 2020 Bond Street Resurfacing
4. Spring Paving Project FY2020 Budget Amendment
5. Declaration of Intent to Reimburse - 2017 Bonds - FY2020 Spring Paving Project



Project 2020 Spring Resurfacing Project

Bid Item	Item Description	Est. Qty.	Unit	Red Clay		Sloan		Ram Pavement	
				Total Unit Price	Total Price	Total Unit Price	Total Price	Total Unit Price	Total Price
1	Mobilization	1	Lump Sum	\$ 6,500.00	\$ 6,500.00	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -
2	Traffic Control	1	Lump Sum	\$ 3,500.00	\$ 3,500.00	\$ 5,200.00	\$ 5,200.00	\$ 2,500.00	\$ 2,500.00
3	Milling of Existing Pavement - 1 - 1/2"	9750	SY	\$ 3.10	\$ 30,225.00	\$ 2.45	\$ 23,887.50	\$ 3.00	\$ 29,250.00
4	Tack Coat	9240	GAL	\$ 2.90	\$ 26,796.00	\$ 0.01	\$ 92.40	\$ -	\$ -
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	15400	SY	\$ 6.75	\$ 103,950.00	\$ 7.50	\$ 115,500.00	\$ 9.29	\$ 143,066.00
6	Incidental Patching	100	TON	\$ 100.00	\$ 10,000.00	\$ 178.00	\$ 17,800.00	\$ 125.00	\$ 12,500.00
Contract Price					\$ 180,971.00		\$ 170,479.90		\$ 187,316.00
Contingency					\$ 45,044.65		\$ 44,520.10		\$ 45,361.90
Total Contract Price					\$ 226,015.65		\$ 215,000.00		\$ 232,677.90

CONTRACT FOR 2020 SPRING RESURFACING

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. This improvement project shall consist of milling approximately 0.5 miles of 2-lane road to depth of 1.5" and resurfacing with 1.5" of surface course asphalt. Project also consist of 100 tons of incidental patching, to be identified by the Town of Harrisburg at the time of the project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. The Work will be substantially completed on or before June 30, 2020 and completed and ready for final payment on or before June 30, 2020.

3.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 3.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$200 for each day that expires after the Contract Time for substantial completion.

3.03 Delays in Contractor's Progress

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

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

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

Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price
1	Mobilization	1	Lump Sum	8,000	\$ 8,000
2	Traffic Control	1	Lump Sum	5,200	\$ 5,200.00
3	Milling of Existing Pavement - 1 - 1/2"	9,750	SY	2.45	\$ 23,887.50
4	Tack Coat	9,240	GAL	0.01	\$ 92.40
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	15,400	SY	7.50	\$115,500.00
6	Incidental Patching	100	Ton	178	17,800
Contract Price					170,479.90
Contingency					\$44,520.10
Total Contract Price					\$215,000.00

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

ARTICLE 5 - INSURANCE

5.01 Insurance

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

6.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

6.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

6.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

6.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

6.07 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

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

6.08 Warranties and Guarantees

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

6.09 Correction Period

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

6.10 Indemnification

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

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

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

8.02 Change Orders

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

ARTICLE 9 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.01 Tests and Inspections

- A. Owner will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

9.02 Defective Work

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

ARTICLE 10 - PAYMENTS TO CONTRACTOR

10.01 Applications for Payments:

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

10.02 Retainage

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

10.03 Review of Applications

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

10.04 Substantial Completion

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

10.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

10.06 Final Payment

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

10.07 Waiver of Claims

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

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

11.01 Contractor Representations

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

8. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

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

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

OWNER: Town of Harrisburg, NC

CONTRACTOR: Sloan Construction

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

4100 Main Street, Suite 101

Harrisburg, NC 28075

Attn: Mallory Hodgson

License No.: _____
(where applicable)

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

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

BID FORM

PROPOSAL FORM

PROPOSAL TO THE TOWN OF HARRISBURG, NORTH CAROLINA

2020 SPRING STREET RESURFACING

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

Ms. Hodgson,

SWAN CONSTRUCTION, A DIVISION OF REEVES CONSTRUCTION COMPANY

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

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

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

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

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

{Continued on the following page}

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO. DATE

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

SUBMITTED BY:

Sloan Construction, A Division of Reeves Construction Co.

Firm, Corporation or Individual

18606 Northline Drive Cornelius, NC 28031

Address

(704) 842-0341

Telephone Number

NCGC # 987

Contractor License Number

Signature: Steven A. Pimm

Date: 3/24/2020

{Continued on the following page}



Project 2020 Spring Resurfacing Project

Firm, Corporation or Individual: **SLAN CONSTRUCTION, A DIVISION OF REYES CONSTRUCTION CO.**

Address: **18606 NORTHLINE DR. CORNELIUS, NC 28031**

Telephone Number: **(704) 892-0341**

Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price
1	Mobilization	1	Lump Sum	8,000.00	\$ 8,000.00
2	Traffic Control	1	Lump Sum	5,200.00	\$ 5,200.00
3	Milling of Existing Pavement - 1 - 1/2"	9750	SY	2.45	\$ 23,887.50
4	Tack Coat	9240	GAL	0.01	\$ 92.40
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	15400	SY	7.50	\$ 115,500.00
6	Incidental Patching	100	TON	178.00	\$ 17,800.00
Contract Price					\$ 170,479.90
5% Contingency					\$ 8,524.50
Total Contract Price					\$ 179,004.40



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 the General Fund to account for the FY2020 Spring Paving Project.

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

Increase line item 100-3001-54307 M/R – Streets	\$ 60,000
Increase line item 101-3000-57103 Capital Outlay	\$ 135,000
Decrease line item 100-3001-54304 M/R – Signage	\$ 10,000
Decrease line item 100-3001-55201 Utilities – Street Lights	\$ 50,000
Decrease line item 101-3000-53110 Chemicals	\$ 10,000
Decrease line item 101-3000-54304 M/R – Signage	\$ 5,000
Decrease line item 101-3000-54307 M/R - Streets	\$ 25,000

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

Increase line item 101-43150 Powell Bill Reserves	\$ 95,000
--	-----------

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 13th day of April, 2020.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



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

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

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

1. **Expenditures to be Incurred.** The Borrower anticipates incurring expenditures (the "Expenditures") for the resurfacing of a portion of the Town's streets, referred to as the "FY2020 Spring Paving Project."
2. **Plan of Finance.** The Borrower intends to finance the costs of the Project with the proceeds of debt to be financed with a financial institution (the "Borrowing"), the interest on which is to be excluded from gross income for Federal Income tax purposes.
3. **Maximum Principal Amount of Debt to be Borrowed.** The maximum principal amount of the Borrowing to be incurred by the Borrower to finance the Project is not to exceed \$4,000,000, the total of the approved 2017 Transportation Bond referendum.
4. **Declaration of Official Intent to Reimburse.** The Borrower hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

This resolution is effective upon its adoption this 13th day of April, 2020.

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

[Mayor]

ATTEST:

[Clerk]

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted by the Harrisburg Town Council on the 13th day of April, 2020.

[Clerk]

Date