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

September 14, 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://us02web.zoom.us/j/89839063861?pwd=cERoc2dpdmZ5L29TMDRsd2JiY1dOZz09

Meeting ID: 898 3906 3861

Password: 924502

Or join by phone:

Dial:

301 715 8592
929 205 6099

B. AGENDA ADOPTION

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. SPECIAL PRESENTATIONS

1. Constitution Week Proclamation.

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 August 10, 2020 Town Council meeting.

B. Consider the minutes of the August 10, 2020 Closed Session.

C. Consideration of FY2021 Budget Ordinance Amendment - Deputy Contract

D. Consideration of Approval of Bylaws for the Town of Harrisburg Sustainability Advisory Board

3. COMMUNICATIONS

A. TOWN MANAGER/FINANCE MONTHLY REPORT

B. MAYOR'S COMMENTS

C. COUNCIL COMMENTS

4. PUBLIC HEARINGS

A. Public Hearing to consider the adoption of Harrisburg's Community Transportation Plan (CTP)

5. OLD BUSINESS

A. Consideration of Resolution to Surplus Old Fire Station #2

6. NEW BUSINESS

A. Consideration of Budget Amendment for additional AMI Water Meters

B. Consideration of Contract with Sloan Construction for the Fall 2020 Paving (FY2021) Project and the related Declaration of Intent to Reimburse

C. Consideration of Contract with North State Water and Sewer for the Frances Haven and Farmington Pump Station Decommissioning Project and related Declaration of Intent to Reimburse

D. Consideration of Contract with Dukes, Inc. to Continue Maintenance and Hosting of Utility GIS

E. H2020-1-(S) Calloway Subdivision Preliminary Plat

F. Consideration of 2020-02-(S) Brookdale Village Town Homes Preliminary Plat

G. Consideration of appointments to the Planning and Zoning Board

H. Water and Sewer Revenue Bond Financing Discussion

7. ACTION ITEMS

8. CLOSED SESSION

9. ADJOURNMENT

Town of Harrisburg's Vision Statement

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

Proclamation

WHEREAS, September 17, 2020 marks the 233rd anniversary of the signing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and

WHEREAS, it is fitting and proper to officially recognize patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, I, Steve Sciascia, Mayor of the Town of Harrisburg, North Carolina, do hereby proclaim September 17 through 23, 2020

Constitution Week

in the TOWN OF HARRISBURG and urge our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

This is 14th day of September 2020.

_____
Steven J. Sciascia, Mayor

ATTEST:

_____
Janet Rackley, Town Clerk

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consider the minutes of the August 10, 2020 Town Council meeting.

Presenting Personnel:

Suggested Motion or Action:
Motion to approve the minutes of the August 10, 2020 Town Council meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:
1. Minutes August 10, 2020

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

MINUTES

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

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, Rodney Dellinger, Troy Selberg, John Booth

1A.
ZOOM NOTIFICATION
The Zoom meeting link and details were published and advertised before the meeting took place and were shown on the agenda.

1B.
AGENDA ADOPTION
One agenda change was proposed:

- Move items 2C and 2D out of the Consent Agenda into Old Business as Items 5A and 5B.

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

1B.
INVOCATION
Mayor Sciascia conducted the invocation.

1C.
PLEDGE OF ALLEGIANCE

1D.
SPECIAL PRESENTATIONS

1E.
PUBLIC COMMENT

- Mike Davis, Courtyards at Robinson Church - Thanked Mayor and Councilmembers; just wanted to voice his appreciation. Very excited about this new project and feels it will be very beneficial to Harrisburg.
- Harold Boone, 8412 Locksley Drive, Harrisburg, NC – spoke concerning tax rates and the recent revaluation. Town Manager, Haynes Brigman, gave a response to address Mr. Boone's concerns.
- Ginny Lieto, 7869 Tottenham Drive, Harrisburg, NC – questions about the Howie property coming to Council less than one year from when they were denied. Mr. Brigman stated that Council agreed to rehear the case due to technical difficulties on Zoom when the project was first heard.

2.
CONSENT AGENDA

A. Consider the minutes of the July 13, 2020 Town Council Meeting.
B. Set a public hearing for September 14, 2020 to consider the adoption of Harrisburg's Community Transportation Plan.

C. Set a public hearing for September 14, 2020 to consider the annexation of property at 7800 Robinson Church Road (Howie property) – H2019-13 (R).
D. Set a public hearing for September 14, 2020 to consider the Conditional Rezoning and Zoning Map Amendment for property at 7800 Robinson Church Road (Howie property) – H2019-03 (R).

MOTION:
Councilmember Russo made a motion to approve the Consent Agenda minus 2C and 2D that were moved to Old Business. Second was made by Mayor Pro-Tem Smith. **The motion passed 7-0.**

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

- Encouraged everyone to complete the Census for accurate household counts and participation could mean more dollars allocated to the Town.
- The Planning Department is seeking feedback from residents concerning the UDO update.

Finance Report:
Finance Director Brian Lee presented the finance report.

3B.
COMMUNICATIONS
MAYOR'S COMMENTS

- Sustainability Committee has submitted proposed by-laws to the Town Manager and Town Attorney for review. We hope to bring those to Council for approval next month.
- Harrisburg Equity Taskforce – Have a couple of new members – a Hickory Ridge High School student and Lt. Measimer from the Sheriff's Department. They will be creating a survey for residents to see what our community is concerned about as far as racial issues.

3C.
COMMUNICATIONS
COUNCIL'S COMMENTS
Councilmember Dellinger

- Have talked with several residents who have expressed concerns about their tax bills
- Asked whether the council will be able to see all comments from residents concerning the UDO update. Planning & Economic Director Sushil Nepal stated that he will make all of that data available to Council once the survey is closed.

Councilmember Russo

- Asked whether the roof at Fire Station #2 has been repaired. Mr. Brigman stated that it has been repaired.

Mayor Pro-Tem Smith

- Kudos to everyone involved in getting the HYA monument at Stallings Road Park. The Ruckers were very appreciative as well.
- Asked where we are on the Police Feasibility Study. Mr. Brigman stated they have completed a draft and are working through final details. He will contact them to get an end date.

Councilmember Patrick

- Would like to get a copy of the draft of the Police Feasibility Study. Mr. Brigman will ask for that.
- Has heard about some neighborhoods having issues with vehicle break-ins. Can we make sure we are concentrating on those neighborhoods to try to prevent some of this, and also communicate with residents to remind them to lock their vehicles, etc.?
- Solicitation Ordinance – would like to put out a social media blast to remind residents how to report those who are violating this ordinance.

4A.
PUBLIC HEARING
None

5A.
OLD BUSINESS
Set a public hearing for September 14, 2020 to consider the annexation of property at 7800 Robinson Church Road (Howie property) – H2019-13 (R). Councilmembers expressed concerns about future audio or visual issues and how those would affect project presentations. Mr. Brigman stated that it has been explained to the applicant and will be explained to future applicants that audio or visual issues during virtual meetings will not be used to allow presentations to be reheard. We can have the applicants sign an agreement that they understand this. Council originally agreed to rehear this in an in-person meeting, but since we don't know when that will be, the applicant has requested us to put this on the agenda. Council has the option to deny the request.

After some discussion, the following action was taken:

MOTION:
Councilmember Selberg made a motion to set a public hearing for September 14, 2020 to consider the annexation of property at 7800 Robinson Church Road (Howie property) – H2019-03 (R). Second was made by Councilmember Staton-Williams. **The motion failed 3-4 (Mayor Pro-Tem Smith, Councilmembers Dellinger, Patrick, and Russo voting against).**

5B.
OLD BUSINESS
Set a public hearing for September 14, 2020 to consider the Conditional Rezoning and Zoning Map Amendment for property at 7800 Robinson Church Road (Howie property) – H2019-03 (R).

MOTION:
Mayor Pro-Tem Smith made a motion to deny the request to set a public hearing for September 14, 2020 to consider the Conditional Rezoning and Zoning Map Amendment for property at 7800 Robinson Church Road (Howie property) – H2019-03 (R). Second was made by Councilmember Dellinger. **The motion passed 4-3 (Councilmembers Booth, Selberg and Staton-Williams voting against).**

6A.
NEW BUSINESS
Consideration of the Town of Harrisburg EO 124/142 Utility Account Payment Arrangement Program and Amended FY2021 COVID-19 Schedule of Fees. NC Executive Orders 124 and 142, in response to the COVID-19 pandemic, prohibited NC utility providers from assessing late fees and penalties or disconnecting customers for late or non-payment of utility charges. This order has been in effect since March 31, 2020, was extended with EO 142, and recently expired on July 29, 2020. The Harrisburg Town Council unanimously approved a motion to apply the waivers and customer protections in the EO retroactively to begin on March 1, 2020. Certain provisions of the Executive Order are in effect for six (6) months after the expiration of the majority of the EO, including a requirement that utility providers offer reasonable payment arrangements to customers who incurred delinquency during the effective period of the EO. The arrangement must have a term of at least six (6) months.

Below is a summary of actions that occurred related to these accounts from 3/1/2020 – 7/29/2020:

- Suspended $10 Late Fee for non or underpayment of utility charges by the 15th of the month
- Suspended physical disconnection of Water/Sewer service for non or underpayment of utility charges
- Reconnected any currently disconnected customer
- Communicated through mail, bill alerts, website and social media about the protections being provided to the customer
- Suspended $100 reconnection fee
- Suspended credit card convenience fees *Not Required – Town Council action*

Beginning with July 30, 2020 and continuing for at least six months through January 30, 2021, below are the minimum requirements that have to be followed:

- Fees and Penalties - May not charge $10 late fee or apply any punitive fees to customers as defined below.
  1.Three (3) groups of customers
    (a) Delinquent balance existed before 3/1/2020 – able to disconnect immediately and charge fee
    (b) Delinquent during 3/1/2020 and 7/29/2020 – Must offer Payment Arrangement
    (c) Balance owed originates from both previous categories – Can split balance, require immediate payment on original balance, disconnect if not paid immediately and also setup an arrangement for the EO qualified balance.

Below is a description of the requirements of the payment arrangements as set forth in the EO:

- Reasonable arrangements that are equal, fixed monthly installments or a pre-arranged fixed percentage of each monthly bill added to the current charge
  - Six month minimum
  - Terms of the arrangement and repercussions must be clearly outlined to customer
  - What if a customer misses a payment on the arrangement?
    (a) Customer may be disconnected
    (b) Customer required to pay missed arrangement balance to restore service, the entire balance may not be accelerated as this constitutes a penalty.
  - The EO inadvertently extended the late fee provision for six months, and at this time, as interpreted across the State, would mean the Town is prohibited from charging this specific $10 late fee to any customer.
  - All other fees and penalties, such as the $100 reconnection fee, are permitted.

As of 8/5/2020, customer count data are as follows:

- 224 Total Customers
  - $0 - $300 153
  - $301 - $500 41
  - $501 - $810 23
  - $965+ 7

In addition to the above changes, Town Council also suspended credit card convenience fees as described below:

- Have been suspended since 04/13/2020 Town Council meeting.
- Results in missed revenue of approximately $3,700 monthly

Based on all of this information, staff is proposing the following payment arrangement terms for those balances due on July 29, 2020 and by August 15, 2020:

- Each affected customer, if they choose to take advantage of this payment plan, will need to have a signed agreement with the Town by September 14, 2020.
- If a customer in this group also has a balance due from their August 2020 bill, they may elect to have that grouped in with their pre-July 29th balance for the payment arrangement.
- If a customer with a balance as described in this section chooses not to take advantage of the payment arrangement option, they will be effectively operating under a payment arrangement, in that the first installment of the plan is expected to be paid prior to September 25, 2020, otherwise service will be disconnected until this payment is made.
- Customers will have their balances split over eighteen equal installments.
- Failure to make a required installment will result in disconnection. While there will be no reconnection fee assessed for a disconnection relating to nonpayment of these installments, the service will remain disconnected until payment of the installment amount is made.
- There will be no interest or late fees charged to these balances.

It is important to clearly describe how current balances that come due after 7/29/2020 are handled:

- New balances incurred after 07/29/2020 are subject to normal disconnection procedures, unless otherwise described above, including charging a $100 reconnection fee on nonpayment of these new balances by the appropriate date, prior to reconnecting service for all non-EO qualified customers.
- There will be no late payment fees assessed through the end of January 2021, at which point these fees will resume with February 2021.

- Payments received with no indication of where payments go (pre-July 30 balance or new balance) will automatically be used to fulfill the payment arrangement balance first then go to the current balance and then any remainder will go back to the arrangement balance. If no payment arrangement exists for these balances, then the arrangement is assumed to be in place and the application of payments will be treated as such.

Also, as pertains to all customers, credit card fees will begin to be collected upon Council action at this meeting.
As can be determined by the processes above, Customer Service will be essentially maintaining two separate accounting treatments for both pre-July 30 balances and post-July 29 balances.

There was some discussion on the possibility of offering assistance to those who cannot pay. Staff will include some of the local assistance organizations in the letter that goes out to residents and will also point them to the COVID-19 resource website. Staff will also look into any options the Town may have for forgiving payments (or a portion thereof) for certain customers.

Council would also like to see us suspend the credit card convenience fees for this same period.

After some discussion, the following action was taken:

MOTION:
Mayor Pro-Tem Smith made a motion to approve the Town of Harrisburg EO 124/142 Utility Account Payment Arrangement Program and amended FY2021 COVID-19 Schedule of Fees, as presented, and with the addition of suspension of the credit card convenience fees for the same period. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

6B.
NEW BUSINESS
Consideration of Lease Renewal for AT&T Cellular Equipment at the Existing Water Tower on Rocky River Road. The Town currently has three lessees on the existing water tower on Rocky River Road: AT&T, Verizon and T-Mobile. AT&T's current lease expires in May 2022. In April 2020, the Town was approached by BlackDot, a company that represents cellular providers to renegotiate their leases.

Currently, the lease with AT&T is bringing in $2,567 per month with annual 3% escalators. That leaves approximately $60,000 remaining to be received if this lease expires and is not renewed by May 2022.

BlackDot made an initial offer to immediately restructure the lease to begin a new rate of $1,800 with August 2020 and go for 30 years (initial 5 year term with 5 additional 5 year extensions) with a 7.5% escalator every 5 years. Due to State Statutes, the Town is only allowed to have an agreement out to 25 years, so the 30-year term is not possible. Based on these terms, the 25-year life, if all extensions are exercised, of this agreement would yield the Town approximately $625,000.

Staff and the Town Attorney worked with BlackDot for over three months to negotiate the best lease arrangement possible for the Town.

Ultimately, an agreement was reached that would allow the Town to continue its existing lease payments at the current terms through May 2022 with the new arrangement beginning in June 2022 for 25 years (initial 10-year period with 3 more subsequent 5 year extensions). The lease would begin at $2,250 per month and have a 10% escalator after the first five years and at the beginning of every 5-year period, thereafter. This would yield a total value to the Town of approximately $884,000, a $259,000 (or 41%) increase over the original offer if all extensions are exercised.

After some discussion, the following action was taken:

MOTION:
Councilmember Russo made a motion to approve the contract with New Cingular Wireless PCS, LLC (AT&T) to extend the current agreement for lease of cellular equipment on the elevated water tank at 8885 Rocky River Road for an initial period from June 2022 to May 2032 with three additional extensions in five-year terms until May 2047 with a rate to begin at $2,250 per month with a 10% rate increase after the first five years and at the beginning of each subsequent five-year term. Second was made by Councilmember Selberg. **The motion passed 7-0.**

6C.
NEW BUSINESS
Consideration of Legal Adoption of the Highway 49 Corridor Special Revenue Fund. Section E.3.12.2 of the Unified Development Ordinance requires the development along Highway 49 to bury the utilities (electric and cable) underground or pay the fee-in-lieu of burying such utilities. The ordinance calls for a special revenue fund account be created to deposit such fees.

The Special Revenue Fund - Highway 49 Corridor is established to separately present and track the accumulated funds received from development along Highway 49 to be used for large-scale underground utilities projects along the corridor.

The fee-in-lieu amount is determined for each project where burying utilities is not feasible during the time of project construction. As staff started implementing this ordinance over the past year, there are practical challenges to bury utilities on these projects and that a holistic plan would be beneficial. Staff is working with Duke Power and other Utility providers along the corridor to determine a path forward, and in the meantime, a fee-in-lieu of burying such utilities is the primary option available. Developers for each project will submit an estimated cost for staff review and approval, once approved and received, such amount is deposited into the Special Revenue Fund for future utilities work along the corridor.

After some discussion, the following action was taken:

MOTION:
Councilmember Selberg made a motion to approve the ordinance establishing the Special Revenue Fund - Hwy 49 Corridor as presented. Second was made by Staton-Williams. **The motion passed 7-0.**

6D.
NEW BUSINESS
Consideration of Resolution Approving the Financing Terms for Fire Engine #2 and Related Financing Agreement. Fire Engine #2 is currently being built and is expected to be delivered to the Fire Department in August 2020.

At the July 13, 2020 Town Council meeting, the preliminary details of the financing agreement were approved as follows:

- $615,000 total loan value
- 10-year repayment schedule with semi-annual level-principal plus interest payments
- Interest rate of 1.74%
- Bank Qualified
- Truist as the lender

The final financing terms reflect these preliminary figures. The final installment payment will be made on September 1, 2030, which is approximately three weeks longer than 10 years given the August 12, 2020 closing date. Due to this insignificant difference, the wording in the installment purchase contract has been replaced to say: "the payment term will not extend beyond September 1, 2030."

After some discussion, the following action was taken:

MOTION:
Councilmember Russo made a motion to adopt a resolution of the final financing terms for Fire Engine #2, which include a $615,000 value, an interest rate of 1.74% and a payment term not to extend beyond September 1, 2030 and the related financing agreement, as presented. Second was made by Mayor Pro-Tem Smith. **The motion passed 7-0.**

6E.
NEW BUSINESS
Consideration of Back Creek Greenway Property Acquisition Contract and Capital Outlay Restructuring. The Back Creek Greenway has been identified as one of the top priority greenway corridors within the Comprehensive Bicycle, Pedestrian, Greenway Master Plan for the Town of Harrisburg. This alignment is particularly unique, given its parallel alignment within the Harrisburg Community along Hwy 49, as well its central/core placement within the Town.

If constructed, this multi-use path greenway alignment would provide connectivity from Caldwell Road to Stallings Rd with future connections to Rocky River. The greatest benefits to this greenway section lie within its ability to provide alternative routes to school, shopping and work, as well its many health and quality of life benefits. The Back Creek Greenway has the ability to connect over 2,000 residents to Harrisburg's Central Business District, Elementary, Middle and High School Campuses as well Harrisburg's Park system.

The Town has a great opportunity to begin acquiring the needed tax parcels to construct this greenway, that could potentially save the Town considerable funds. The Town has been working vigorously to partner alongside the Water Sewer Authority of Cabarrus County (WSACC) in an effort to align with their property acquisitions as part of their primary sewer upgrade along the same corridor. In doing this, the Town is able to save costly fees associated with title/deed search, property valuations, is able to consolidate property owner discussions and many other terms as it relates to property negotiations. The Town conservatively estimates $50,000 in savings by coordinating and partnering with WSACCs acquisition efforts, resulting in a contract of $75,000 compared to an estimated $125,000 if the Town were to go it alone. By maintaining momentum with WSACCs efforts, the Town stands to save substantial funds towards the Back Creek Greenway efforts, not only in the land acquisition phase but the construction phases as well. By aligning with their utility easement, the Town would save significantly in surveying, clearing, and mass grading efforts that are typical of greenway construction. The Town is appreciative of WSACC and their willingness to allow us to partner with them in these efforts and welcoming the potential greenway corridor within their utility corridor.

After some discussion, the following action was taken:

MOTION:
Councilmember Russo made a motion to approve a contract with Professional Property Services Inc. for the acquisition of up to twenty-five (25) permanent easement acquisition tax parcels in association of the Back Creek Greenway and approve the combination of two FY2021 capital outlay purchases, 2019-5000-001 and 2020-5000-001, and establish a new Capital Outlay project 2020-5000-001 - $170,000. Second was made by Mayor Pro-Tem Smith. **The motion passed 7-0.**

6F.
NEW BUSINESS
Staff Workforce Plan Relating to COVID-19. As the adjustments for workforce staffing continue to evolve with the changing impacts of COVID-19, management has put together a plan to address these challenges in a cost-conscious manner that ensures work output continues as close to normal as possible.

For discussion is a workforce plan that will specifically allow for the impending challenges associated with school systems requiring 100% remote learning for school-aged children, and the impacts this will have on our workforce.

The Town wishes to continue to support our employees through these challenging times, but we must also ensure that workers remain productive and have clearly defined leave options to consider for their individual circumstances. The Town's normal policies do not account for such circumstances, and the previously adopted plan in response to the COVID-19 pandemic is no longer in the best interest of the Town to continue and needs revision.

Presented for consideraton is a resolution outlining the new workforce plan and utilization of both federally mandated benefits and adjusted benefits provided by the Town.

After some discussion, the following action was taken:

MOTION:
Councilmember Staton-Williams made a motion to approve the proposed staffing plan outlined in the Workforce Plan Resolution. Second was made by Mayor Pro-Tem Smith. **The motion passed 7-0.**

6G.
NEW BUSINESS
Consideration of Appointment to the Cabarrus County Public Library Board of Trustees. The Town appoints a representative to the Cabarrus County Public Library Board of Trustees every 3 years. Appointees can serve up to 2 consecutive terms, and they are not required to live inside the Town. As this Board is part of Cabarrus County, the County receives the applications and presents them to the Town for review and consideration. Therefore, beyond this

selection, the Town does not participate in any part of the advertisement or recruitment process.

On August 14, 2017, Roberta Banks was appointed to her first term by Town Council. She has decided not to seek reappointment for this new term.

There have been two applications submitted to the County, Juliane Hofmann and Ian Freeze. Their applications have been provided for Council to review.

The Harrisburg Library Branch Manager, Davey Beauchamp, has provided his recommendation on behalf of the Harrisburg Library Branch that Town Council select Juliane Hofmann for the seat. Council has been provided an email by Mr. Beauchamp outlining the reasons for their support of Ms. Hofmann for the appointment.

After some discussion, the following action was taken:

MOTION:
Councilmember Selberg made a motion to appoint Ian Freeze to the Cabarrus County Public Library Board of Trustees for a three-year term beginning August 2020. Second was made by Mayor Pro-Tem Smith. **The motion passed 6-1 (Councilmember Staton-Williams voting against).**

7.
ACTION ITEMS

8.
CLOSED SESSION
MOTION:
Mayor Pro-Tem Smith made a motion to go into Closed Session to discuss personnel matters. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

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

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

9.
ADJOURNMENT:
MOTION:
There being no further business, Councilmember Selberg made a motion to adjourn the meeting. Second was made by Mayor Pro-Tem Smith. **The motion passed 7-0.**

ATTEST:

_____
Steve Sciascia, Mayor

_____
Janet Rackley, Town Clerk

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consider the minutes of the August 10, 2020 Closed Session.

Presenting Personnel:

Suggested Motion or Action:
Motion to approve the minutes of the August 10, 2020 Closed Session.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:
None

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of FY2021 Budget Ordinance Amendment - Deputy Contract

Presenting Personnel:
Brian Lee, Finance Director

Suggested Motion or Action:
To approve the FY2021 Budget Ordinance amendment, as attached.

Description/Background:
With the signing of the restructured FY2021 contract for Deputy Services following the July 13th Town Council meeting, the specifics regarding which party is responsible for certain operating expenditures have been discussed and agreed upon by Management for each the Town and the County/Sheriff's Department.

Vehicle purchases for new and replacement units going forward will be purchased and outfitted by the County and subsequently billed to the Town.

The attached budget amendment moves this previously reported Capital Outlay cost to Contracted Services, as it is now part of the operations of the contract and not an asset purchase for the Town.

Recommendation:
Staff recommends approval of the budget amendment, as attached.

Fiscal Impact:
There is no net fiscal impact to the Town for the shift of funds from the Capital Outlay account to the Contracted Services account with the Deputy Department for the purchase of the four scheduled vehicles in FY2021. The Town will not own the vehicle during its primary use but Cabarrus County will donate the vehicle to the Town after its primary use.

Attachments:
1. Amendment - GF - FY2021 Sheriff's Department Contract 09142020

Harrisburg NC
The right side of opportunity

AN ORDINANCE AMENDING THE 2020-2021 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, 2021:

Section 1. Amend General Fund to account for the FY2021 Sheriff's Department contract.

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

Decrease line item 100-2000-57103 Capital Outlay	$ 230,000
Increase line item 100-2000-56305 Contracted Services	$ 230,000

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

Section 4. That this ordinance shall be effective upon its passage. Adopted this 14th day of September, 2020.

_____
Steve Sciascia, Mayor

ATTEST:

_____
Janet Rackley, Town Clerk

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Approval of Bylaws for the Town of Harrisburg Sustainability Advisory Board

Presenting Personnel:
Haynes Brigman, Town Manager

Suggested Motion or Action:
Motion to approve the Bylaws for the Sustainability Advisory Board, as presented.

Description/Background:
The Town Council has authorized and overseen the creation of a Sustainability Advisory Board. Bylaws have been created to outline the functions and activities of the Board and its members, and are attached for review.

The Town Attorney has reviewed and approved the Bylaws presented.

Recommendation:
Staff recommends approval of the Bylaws as presented.

Fiscal Impact:
None.

Attachments:
1. Sustainability Board Bylaws v2

Sustainability Board Bylaws

Article I. Name

The name of this organization shall be the Town of Harrisburg Sustainability Advisory Board.

Article II. Creation

The Town of Harrisburg Sustainability Advisory Board (hereinafter referred to as "Board" or "the Board") is created by the action of the Town of Harrisburg Council.

Article III. Purpose and Objectives

The mission of the Board is to coordinate, to initiate, and to promote sustainability within the Town of Harrisburg and its surrounding areas. The Board's purpose is to:

- advance and encourage environmentally sustainable practices and ideas within the Town, including but not limited to Town operations and facilities, new development, Town ordinances governing construction and development, local businesses, local homeowner's associations and neighborhoods, and individual citizens.
- collaborate with Town planners to create a long-term sustainability plan for the Town.
- work cooperatively with the Town of Harrisburg and all Harrisburg advisory boards to promote sustainability practices.
- provide suggestions and recommendations to Town Council regarding laws, ordinances and rules which promote sustainability.
- address issues of air, land, and water pollution, as well as recycling.
- research technology advances and innovations to promote energy savings and efficiency.
- improve natural environments through the incorporation of sustainable best practices for the Town's land use and management, storm water infrastructure, and tree canopy.
- strengthen the Town's economy through initiatives that foster sustainable business practices, reinvestment in vacant storefronts, and green purchasing policies.
- encourage healthy living through the expansion of parks, walking trails, bicycle lanes, wellness programs and the preservation and development of open spaces.
- reduce the Town's carbon footprint through energy-saving practices.
- create ordinances for development that would promote water conservation and green building design.
- promote community education.
- consider all best practices and lessons learned from other sources including cities, towns and villages, in addition to financial sustainability and cost effectiveness ideas.

Article IV. Board Membership, Appointment and Terms

Section 1. The Board shall be composed of a maximum of 15 members.

Section 2. Any resident of the Town or its surrounding area is eligible for appointment to the Board.

Section 3. Assuming there are less than 15 members on the Board, any person wishing to join the Board shall submit an application to the current Board for review and consideration. The Board will invite the Candidate to a short interview with the members of the Board. The Board will vote on the applicant during that same meeting and will approve or deny the appointment.

Section 4. Board members shall serve two (2) year terms, of which the terms of the Board terms will be staggered. Terms will begin when members are appointed to the Board.

Section 5. Board members may serve four (4) consecutive two (2) year terms (eight (8) years total), and then may be reappointed after an absence of one (1) year. At least half of the members appointed initially shall serve one (1) year terms, and may be allowed to serve three (3) consecutive terms, (seven (7) years total), and then may be reappointed after an absence of one (1) year. Any incumbent Board member wishing to be reappointed shall participate in an interview process with the Board, as any new candidate would.

Section 6. Members shall be reimbursed for travel and subsistence to professional environmental sustainability meetings, conferences and workshops, with such reimbursement being made in compliance with the general policies of the Board.

Section 7. Any member may resign from the Board by submitting a written resignation to the Chair of the Board.

Article V. Meetings

Section 1. Special meetings of the Board, as needed, shall be determined by the Chair, Mayor or Town Council. Regular meetings of the Board will be held monthly on the 2nd Wednesday of the month at 6:00 PM at Town Hall, unless otherwise stated. Such meetings shall be advertised and conducted in accordance with the State of North Carolina's Open Meetings Law.

Section 2. The Chair of the Board will create the suggested agenda with input from the Board members. The agenda shall include the time, date and location of the meeting and shall include a time for public comments, if there are any.

Section 3. An organizational meeting shall be held during the month of January for the purpose of organizing the Board for the coming year and electing officers.

Section 4. A quorum of the Board, which is 35% of voting members, must be in attendance before any official action can take place. If there is no quorum at the opening of the meeting, the meeting may still take place but official action cannot take place.

Section 5. All meetings of the Board shall be open to the public, and notices to the media and the public shall be given in accordance with the Open Meetings Law of the State of North Carolina.

Section 6. It is the duty of each member to vote, unless excused by a majority vote of the Board as in the instance of conflict of interest or other legitimate reason. A member wishing to be excused from voting shall so inform the Chair who shall take a vote of the remaining members. A member who fails to vote,

not having been excused, shall be recorded as having voted in the affirmative. This section in no way mitigates the quorum requirement for any official action.

Section 7. Attendance is mandatory and each member should make every effort to attend all meetings. In the event a member is unable to attend, prior notice should be provided to the Board Chair. Unexcused absences will be counted as part of the four (4) allotted absences per year. Members should attend meetings and be active and engaged.

Article VI. Officers

Section 1. Officers of the Board shall consist of a Chair, Vice-Chair and a Secretary.

Section 2. The officers shall be elected at the January meeting. At that time the Board shall elect a candidate for each of the three positions. For each position, the person receiving the highest number of votes shall be declared elected. In the event of a tie, for whatever reason, the tying candidates shall flip a coin (in the event of a two-way tie) or draw straws (in the event of a tie with more than two persons) to determine the particular position.

Section 3. Officers shall serve for a term of one (1) year beginning at the close of the meeting at which they were elected.

Section 4. The Chair shall fill an officer vacancy, or, if the Chair is vacant, the Vice-Chair will fill the vacancy for a time period not to exceed the original term of office.

Section 5. The Chair shall preside over all meetings of the Board and shall sign all official papers or documents relative to action taken by the Board as well as oversee the officer selection process and any other functional internal activities of the Board.

Section 6. The Vice-Chair shall assume all duties of the Chair in the absence of the Chair.

Section 7. The Secretary of the Board shall keep the official records of all meetings and shall notify members of their appointments and conduct such correspondence as the Board designates.

Article VII. Vacancy and Removal

Section 1. In the event a vacancy occurs in the membership of the Board, the remaining Board members shall review, consider and appoint a new candidate to fill the vacant position.

Section 2. The Board may formally recommend that a Board member be removed for either of the reasons that follow. The Board member may request to be heard in a session at which a quorum is present concerning the reasons.

a. Upon the fourth absence from regular meetings that occurs without prior notification to the Chair.

b. Acts which are, in the opinion of the Board, detrimental or a disservice to the best interests of the Board, the Community or Town facilities.

Article VIII. Ethics and Behavior

Section 1. All members are duty bound to:

a. uphold the by-laws of the Board, Ordinances and Policies of the Town of Harrisburg.

b. fully comply with all applicable local, state, federal statutes regarding disclosure of assets, open meeting practices, and other ethics-based requirements while acting as a member of the Board.

c. act in good faith and conscience using professional expertise, personal experience and common sense based upon the best available information, observation, and testimony and within established legal limits and authority.

Section 2. Ex-parte communications are discouraged and if such communications occur, the communication must be disclosed by the Board member(s).

Section 3. Sidebar, banter and other relative types of conversations between individuals are deemed disruptive and should be avoided. All communication should include all members and be consistent with these bylaws and meeting agendas.

Section 4. All members shall act respectful of and be courteous to all other members and guests, following the Golden Rule; treat others the same as you would like to be treated.

Section 5. All members shall refrain from using any personal electronic devices during any public meeting of the Board, except those devices utilized for the express purpose of being used during such public meetings.

Article IX. Miscellaneous

All versions of and amendments to these By-laws must be kept and dated with signatures of the Chair and Secretary as part of the official Board record. These Bylaws may be amended or repealed by an act of the Board providing that:

a. At least ¾ of the total number of Board members approve the amendment at a duly constituted meeting.
b. All versions of, and amendments to, the Bylaws must be kept and dated with signatures as part of the official Board record.

Chair: _____ Date: _____

Secretary: _____ Date: _____

TOWN OF HARRISBURG

Agenda Item Details

Title:
Public Hearing to consider the adoption of Harrisburg's Community Transportation Plan (CTP)

Presenting Personnel:
Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:
Hold public hearing to consider the adoption of Harrisburg's Community Transportation Plan (CTP). **NO ACTION TO BE TAKEN AT THE SEPTEMBER COUNCIL MEETING.** Final action will be taken during the October meeting.

Description/Background:
Town Council approved the contract in June 2019 to kick-off a 10-month Planning Process ($75,000 budget) to create Harrisburg's Community Transportation Plan (CTP).

The plan's objective was to identify the transportation needs for motorists, bicyclists, pedestrians and transit in the community. The community-driven planning process established a vision for the transportation system in Harrisburg, identifying needs and deficiencies, recommending specific projects and strategies, and creating an action plan for implementation.

The goal of the CTP was to:
- Create and document current conditions inventory of our transportation system.
- Align the recommendations from HALUP and other plans to provide recommended transportation improvements.
- Identify key corridors and create recommended cross-section design
- Prioritize projects and provide planning level cost estimates along with an implementation action plan.
- This document will serve as our local transportation plan to be included in the Cabarrus-Rowan MPO's Comprehensive Transportation Plan (CTP).

A presentation will be provided to the Town Council on the final DRAFT of the plan. Due to the current state of virtual meetings, this item will be recessed until the October meeting where additional discussion will be made and staff will ask for adoption of the plan.

A DRAFT of the Community Transportation Plan (CTP) and associated Appendix is attached.

Recommendation:
Staff recommends holding a public hearing to consider the adoption of Harrisburg's Community Transportation Plan.

Fiscal Impact:
No fiscal impact.

Attachments:
1. Harrisburg CTP - Final DRAFT

2. Harrisburg CTP - Technical Appendix

COMMUNITY TRANSPORTATION PLAN

September 2020

Harrisburg NC

The right side of opportunity

ACKNOWLEDGMENTS

On behalf of the project team, the Town of Harrisburg Planning and Zoning Staff thanks the participants whose input was instrumental to create a vision for a safe, multimodal, and interconnected transportation system for the Town of Harrisburg. The Town of Harrisburg Community Transportation Plan reflects the collaborative efforts of the public, stakeholders, local staff, and elected officials. The efforts of everyone are greatly appreciated.

PROJECT MANAGEMENT TEAM

Project Manager: Sushil Nepal, AICP | Planning & Economic Development Director
Rob Donham, PE | Engineering & Public Works Director
Mallory Hodgson, PE | Engineering

STEERING COMMITTEE MEMBERS

Stuart Basham
Jake Carpenter, PE
Zach Hinschberger
Frances Layne
Christopher McIntyre
Susie Morris
Arica Rucker
Daniel Stines

KIMLEY-HORN PROJECT TEAM

Kimley»Horn

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INTRODUCTION

WHAT'S INSIDE

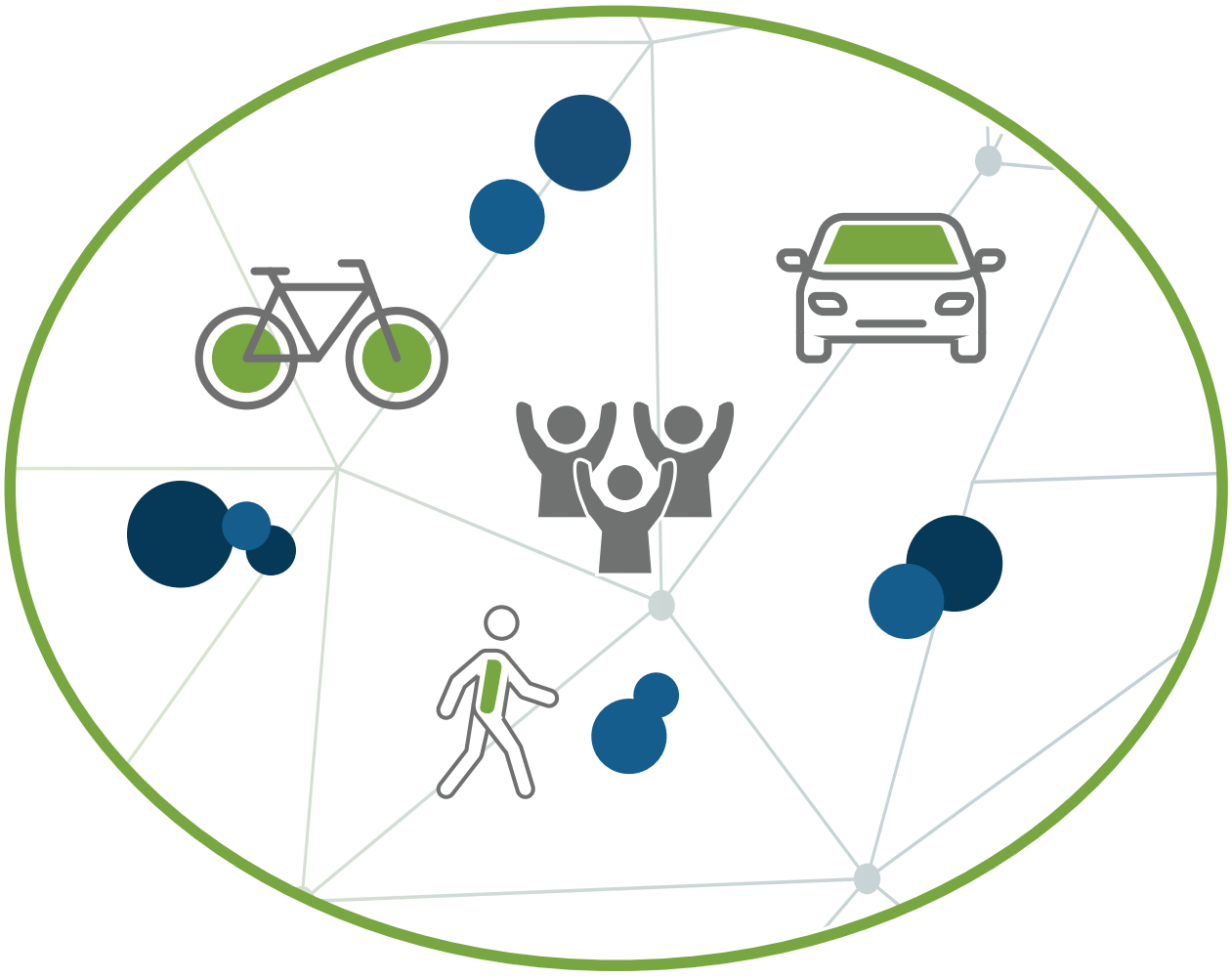
What is a Community Transportation Plan?
The Planning Process
Guiding Principles
Public Outreach

WHAT IS A COMMUNITY TRANSPORTATION PLAN?

Transportation is an important part of daily life and represents a crucial part of a town's social fabric and manmade infrastructure. A Community Transportation Plan or CTP serves as a framework for advancing the Town of Harrisburg's transportation vision to offer it's residents options to drive, walk, and bike. This CTP will provide information needed to seek project funding, coordinate with future development, and shape policy and program decisions for the Town.

Overall, a CTP is a powerful advocacy tool as Town staff seek to communicate local priorities to regional partners, including private developers, the Cabarrus-Rowan Metropolitan Planning Organization (MPO), the North Carolina Department of Transportation (NCDOT), and the general public.

This plan is intended to be a living document, which will be updated and maintained as conditions change and the Town grows. Just as Town priorities are different now from five years ago, priorities will likely shift by the year 2025. Therefore, keeping an updated plan and project prioritization list is crucial to advancing projects that keep Harrisburg growing in the right direction.



THE PLAN DEVELOPMENT PROCESS

Harrisburg's CTP was completed through a 10-month planning process. The process began with an exploration of socioeconomic conditions, a review of existing plans and policies, and an assessment of the current transportation network. A public workshop in October 2019 provided feedback on a set of guiding principles, as well as the issues and opportunities that are most important to current residents. The project team then developed a set of recommendations and policies in close consultation with Town staff, focus groups, and the plan Steering Committee, and brought those recommendations forward for public review via an online survey in June 2020. The second workshop was unable to be held to due to COVID-19 pandemic.

Coordination and meetings with the steering committee, elected officials, Town staff, and the public

Visioning and Needs

Existing and Projected Conditions
Vision and Goals
Needs and Opportunuties

Analysis and Recommendations

Plans and Policies
Programs
Projects

Documentation and Adoption

Maps, Graphics, and Narrative
Technicla Data
Meetings and Hearings

GUIDING PRINCIPLES

Guiding Principles express the needs and values of the Harrisburg community established during the Harrisburg Area Land Use Plan process and expanded upon here to create a Harrisburg-specific lens and framework for the rest of this planning process.

THE GUIDED PRINCIPLES ARE LISTED IN ORDER FROM MOST IMPORTANT TO LEAST IMPORTANT BASED ON A PUBLIC WORKSHOP ACTIVITY EXPLAINED IN THE PUBLIC OUTREACH SECTION OF THIS DOCUMENT.

1 ADDRESS CONGESTION ALONG MAJOR ROADWAYS

Address congestion on:

NC 49

• • •

Roberta Road

• • •

Rocky River Road

• • •

Stallings Road

2 INTEGRATE LAND USE DECISION MAKING AND TRANSPORTATION INVESTMENT STRATEGIES

Provide transportation connectivity to local businesses

• • •

Attract investment along US 49 through land use and zoning incentives

• • •

Identify growth strategies for underdeveloped or underutilized areas

3 FOSTER A SENSE OF PLACE BY OFFERING OPTIONS TO WALK OR BIKE

Expand existing sidewalk network into neighborhoods

• • •

Create bicycle routes to and from key destinations

• • •

Connect sidewalks, bicycle routes, trails, and greenways to create a wholistic network

4 PROMOTE ACCESS TO PLACES OUTSIDE THE COMMUNITY

Provide trails or greenways to existing parks and open spaces

• • •

Identify regional transportation opportunities or strains on the roadway network

5 ENSURE EASY ACCESS, CONNECTIVITY, AND SAFETY FOR ALL MODES OF TRANSPORTATION

Create separated or dedicated bicycle lanes

• • •

Provide safe crossing opportunities for pedestrians along congested roadways

• • •

Maintain appropriate signage for bicycles, pedestrians, and cars

PUBLIC OUTREACH

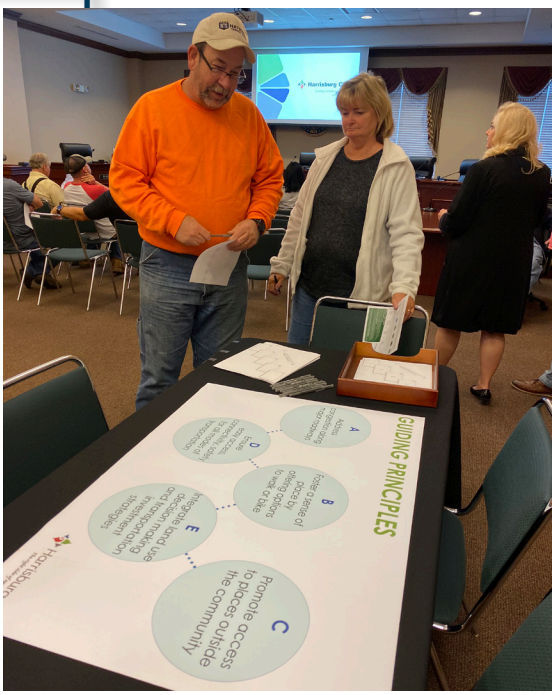
Public Workshop

The public workshop for the Harrisburg CTP occurred on October 24, 2019. The drop-in workshop allowed attendees to participate in a series of interactive stations. Twenty-one people attended the workshop.

ACTIVITY STATION: PRIORITY RANKING

Description: Participants were asked to rank the five guiding principles in order from least to most important on their personal game board. Once completed, participants turned in their game boards for consideration in CTP development. It was emphasized that planning themes at the bottom of the pyramid will not be discarded and will be addressed in the plan.

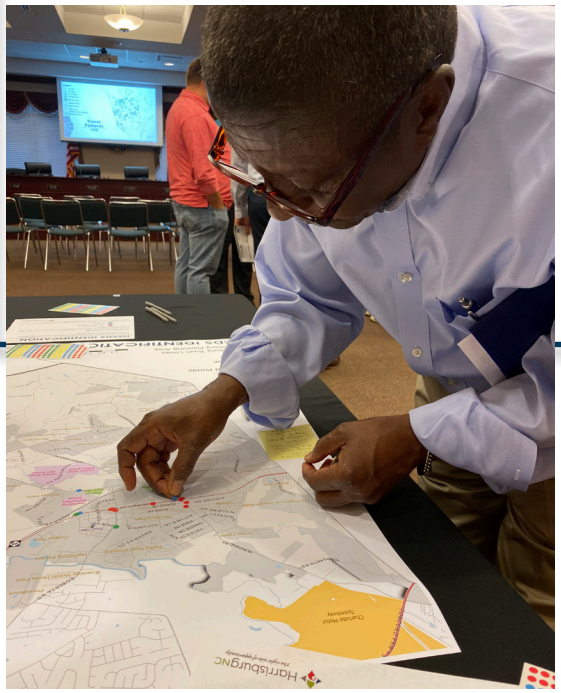
Outcome: The outcome of this activity is stated in the "Guiding Principles" section of this document.

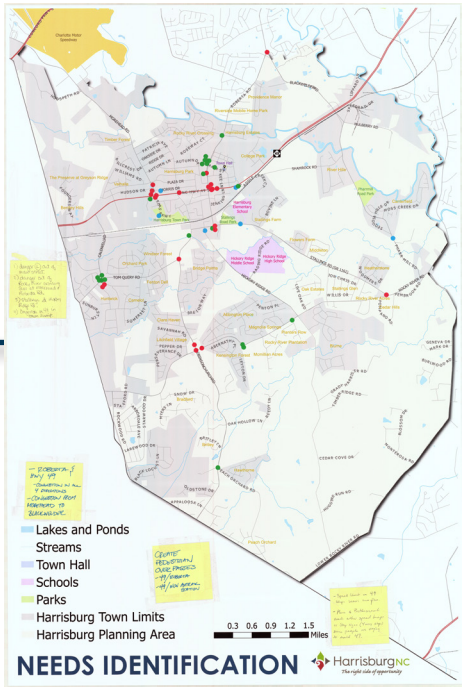


ACTIVITY STATION: NEEDS IDENTIFICATION

Description: Participants viewed two maps and placed colored dots to note concerns with the transportation system. These dots represented traffic flow (i.e. congestion), travel choices (i.e. bicycle, pedestrian, and transit needs), and safety.

Outcome: The results from this activity are called out throughout this document and in Appendix A.



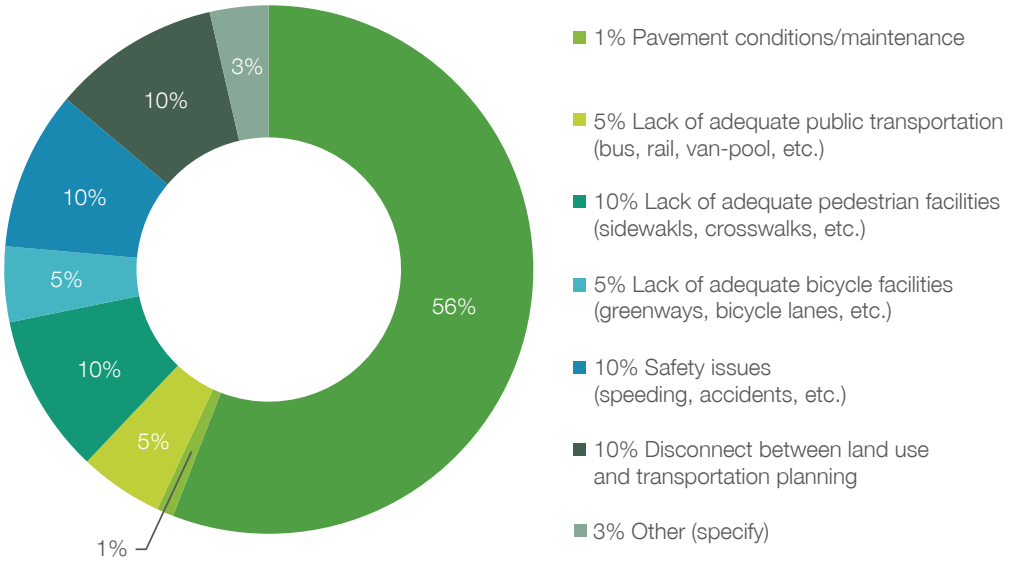


Public Feedback

SURVEY

As an element in the development of the Harrisburg CTP, an online survey was used to gain public feedback. The survey ran from October 24, 2019 to November 21, 2019. Information gathered from the survey helped to establish a vision for the transportation system in Harrisburg, identify needs and deficiencies, guide growth and development, recommend specific projects and strategies, and create an action plan for implementation. A total of 201 individuals participated, navigating through a series of 18 questions both online and via a paper version made available at the public workshop. The questions were transportation oriented with an emphasis on common interests and future needs for the Town. The results from select survey questions are graphed below. A full summary of the survey results is included in Appendix B.

What is the most important transportation issue facing Harrisburg?



What is one word that describes your vision for Harrisburg in the future?

PUBLIC COMMENT PERIOD

The draft CTP was available online for public comment for 30 days in June 2020. Two comments were received and incorporated into the document. The comments received are included in Appendix C.

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EXISTING CONDITIONS

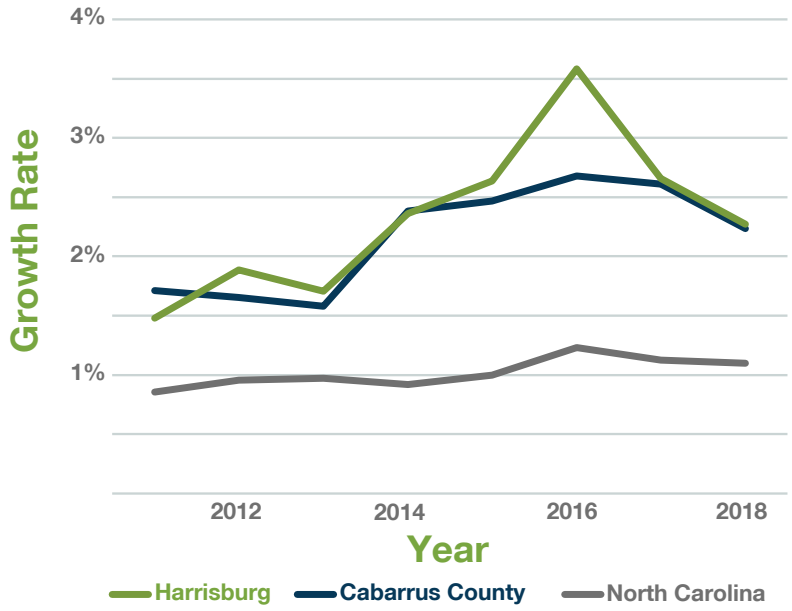
WHAT'S INSIDE

Who Are We?
Where Are We Going?
How Do We Get There?

WHO ARE WE?

Who we are creates a foundation for this plan. Understanding who Harrisburg's residents are through demographic and socioeconomic information lays the groundwork for understanding overall travel behavior and mode choices that are being made every day. Most demographic data in this section has been pulled from the Harrisburg Area Land Use Plan – all source data is shown on figures and tables.

Population Growth



Source: Census Bureau 2018 ACS 5-year Estimate

The Town of Harrisburg has a population of about 15,000

Harrisburg and Cabarrus County have seen a significant decrease in population growth since 2016

The western part of town, centered around NC 49, has the highest population density

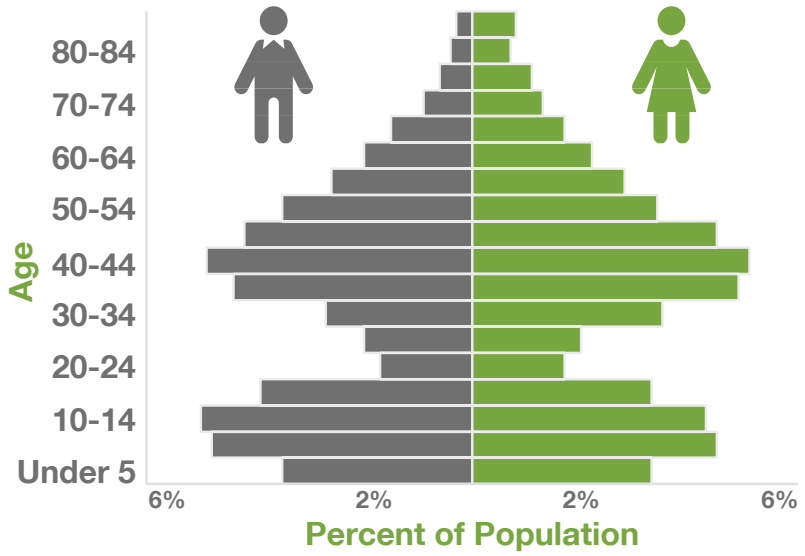
Age Distribution

The median age is **36.2** years old

The largest age group is **10-14** years old

The majority of the population is under **30**

9.9% of the population is 65 years and over



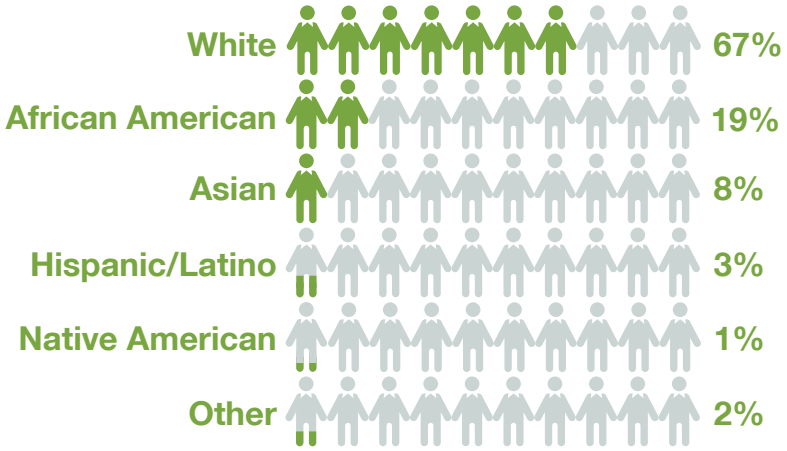
Source: Census Bureau 2018 ACS 5-year Estimate

Diversity

9.62% of the population was not born in the US

12.4% of citizens speak a non-English language:

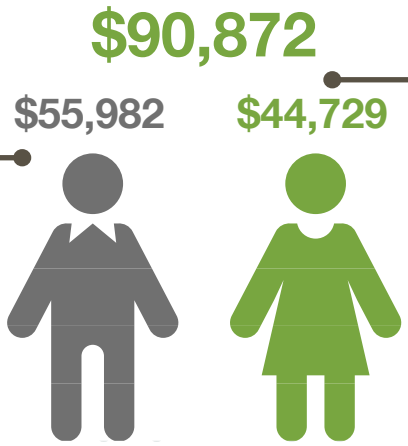
- Spanish
- Arabic
- Chinese



Source: Census Bureau 2018 ACS 5-year Estimate

Median Household Income

On average, males in Harrisburg have an income 1.34 times higher than females. The average male salary is $59,982, while the average female salary is $44,729.

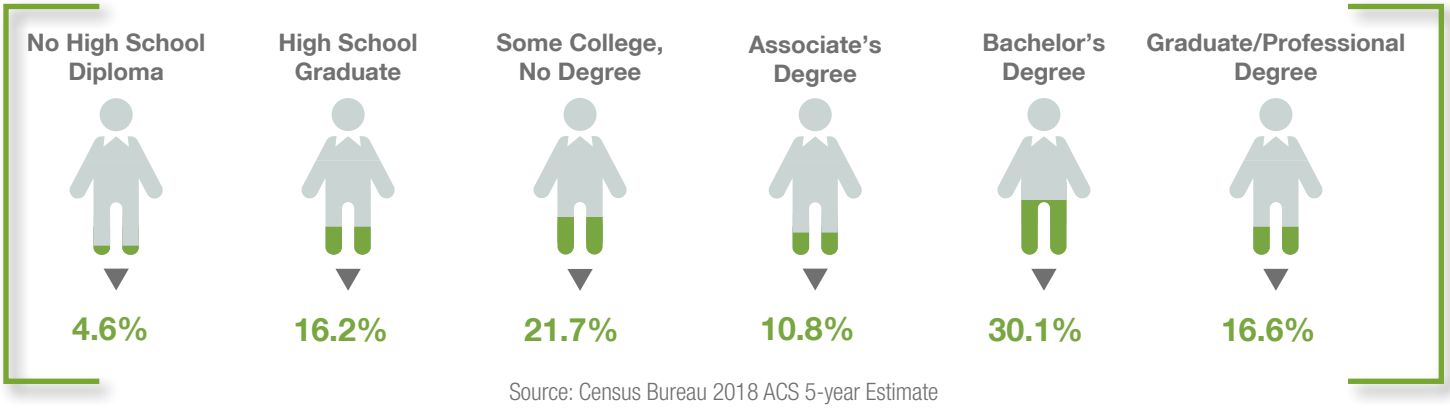


The median household income in Harrisburg is $90,872. This is significantly higher than surrounding jurisdictions, Cabarrus County, North Carolina, and the US.

Source: Census Bureau 2018 ACS 5-year Estimate

Education Levels

Harrisburg has a higher educational attainment than North Carolina and the country as a whole.

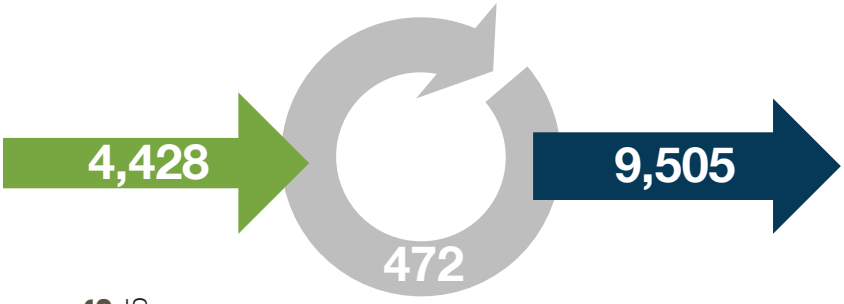


Source: Census Bureau 2018 ACS 5-year Estimate

WHERE ARE WE GOING?

Harrisburg is rich in community features and preserving this character is important as the Town continues to grow. With growth, Harrisburg must continue to consider accessibility to key features and destinations to inform transportation investments. The first step is to identify areas of high demand and activity. The second step is to identify the major travel patterns that connect activity centers in the Town as well as destinations throughout the region. This information helps to inform the connections that the CTP will continue to improve and strengthen or new connections that need to be formed.

Travel Patterns

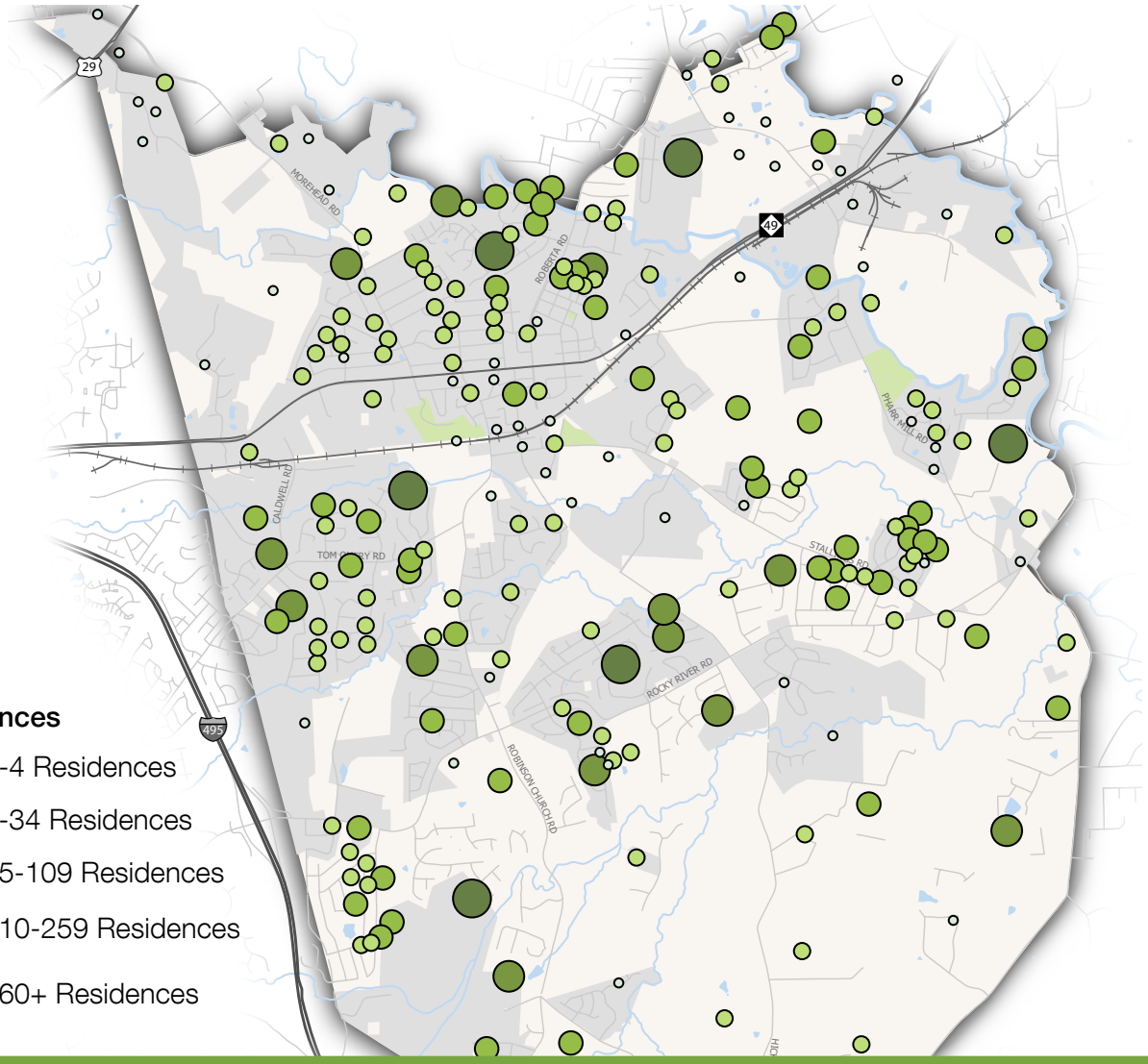


Number of people who live elsewhere and work in Harrisburg

Number of people who live and work in Harrisburg

Number of people who live in Harrisburg and work elsewhere

Residences of Harrisburg Workers
Source: On the Map 2015



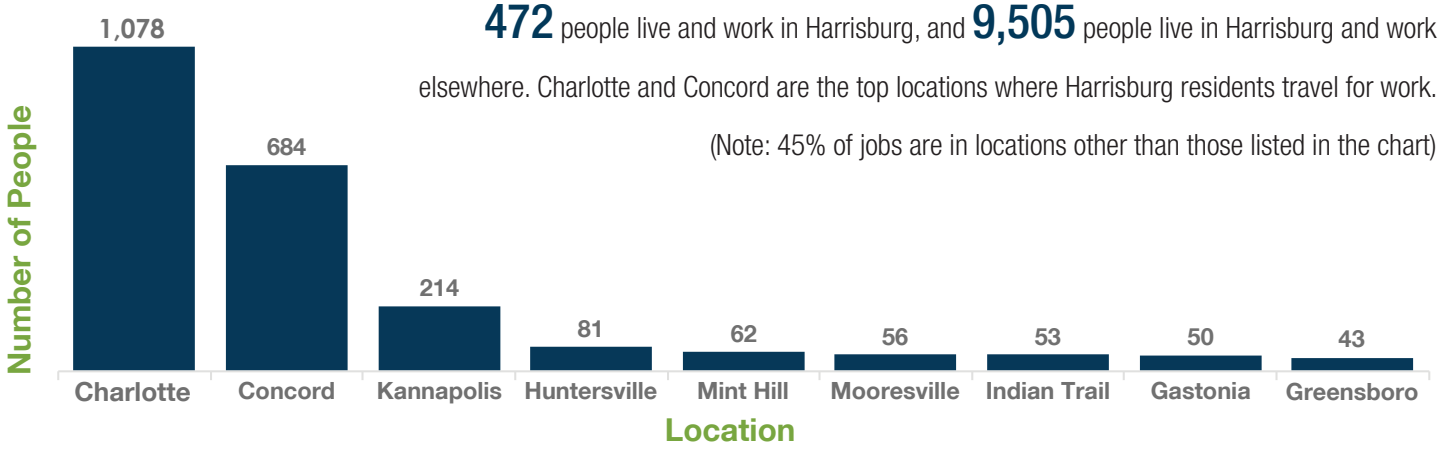
Residences

- 1-4 Residences
- 5-34 Residences
- 35-109 Residences
- 110-259 Residences
- 260+ Residences

Workplace Destinations

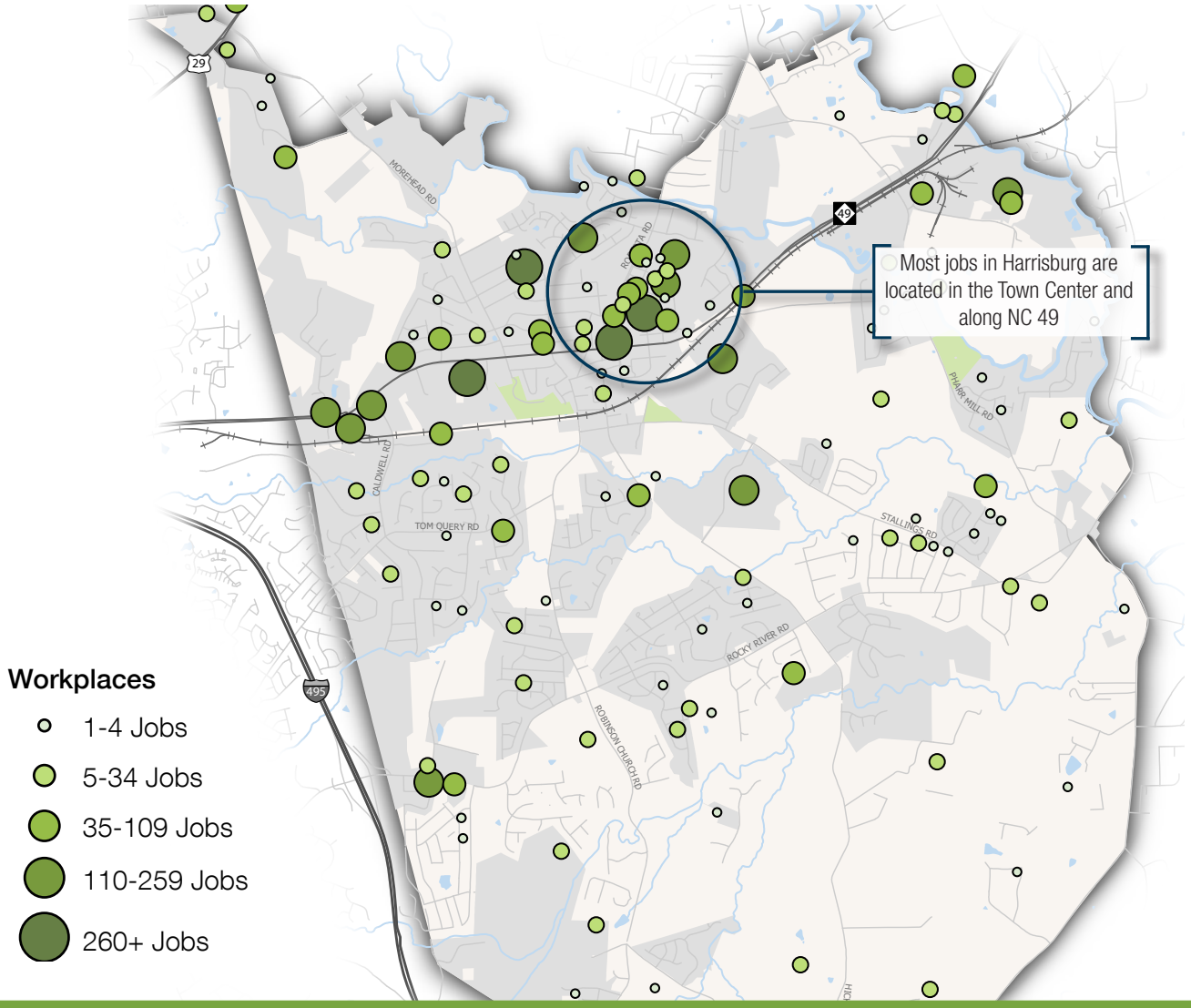
With regard to travel patterns, approximately **4,428** people live elsewhere and work in Harrisburg, **472** people live and work in Harrisburg, and **9,505** people live in Harrisburg and work elsewhere. Charlotte and Concord are the top locations where Harrisburg residents travel for work.

(Note: 45% of jobs are in locations other than those listed in the chart)



Workplaces in Harrisburg

Source: On the Map 2015



HOW DO WE GET THERE?

A community transportation strategy requires a variety of transportation means and methods. It focuses on a diversity of ways in which people move around Harrisburg and the infrastructure opportunities and constraints that contribute to why people travel the way they do. This section of the plan looks at both existing and future travel needs of residents to identify the vision for transportation in the Town and begins to identify opportunities to promote the efficient movement of people and goods.

Harrisburg has . . .

- Long commute times
- Directional congestion and increasing traffic volumes
- A growing bicycle and pedestrian network

Mode Share . . .

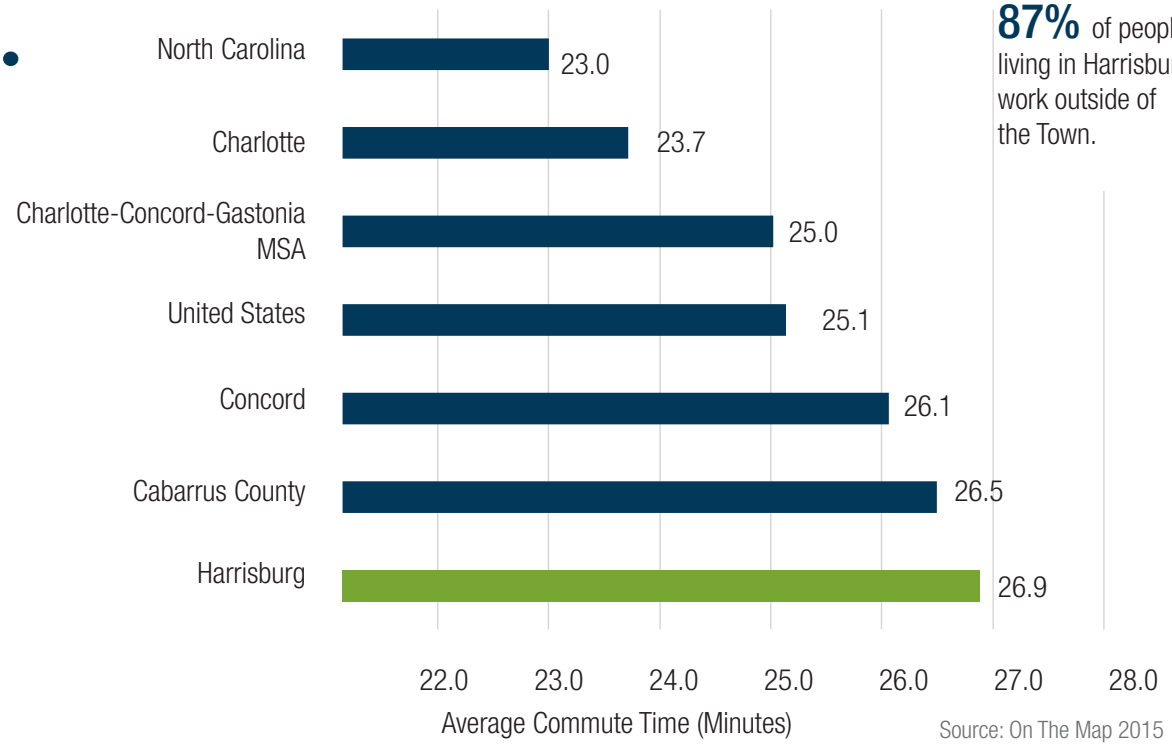
86%	Drove Alone
8%	Carpooled
5%	Worked at Home
1%	Public Transit

Source: Census Bureau 2018 ACS 5-year Estimate

Transportation mode share in Harrisburg is similar to North Carolina. Only 2.3% of households do not have access to a vehicle.

Travel Time . . .

1.32% of working residents have a commute in excess of **90 minutes.**



87% of people living in Harrisburg work outside of the Town.

Source: On The Map 2015

Crashes . . .

Between 2014 and 2018 there were:

11 Fatal Crashes **11** Disabling Crashes

Source: North Carolina Department of Transportation

Currently . . .

Most roadways have an annual average daily trip volume between **5,000** and **9,000** vehicles.

. . . By 2025

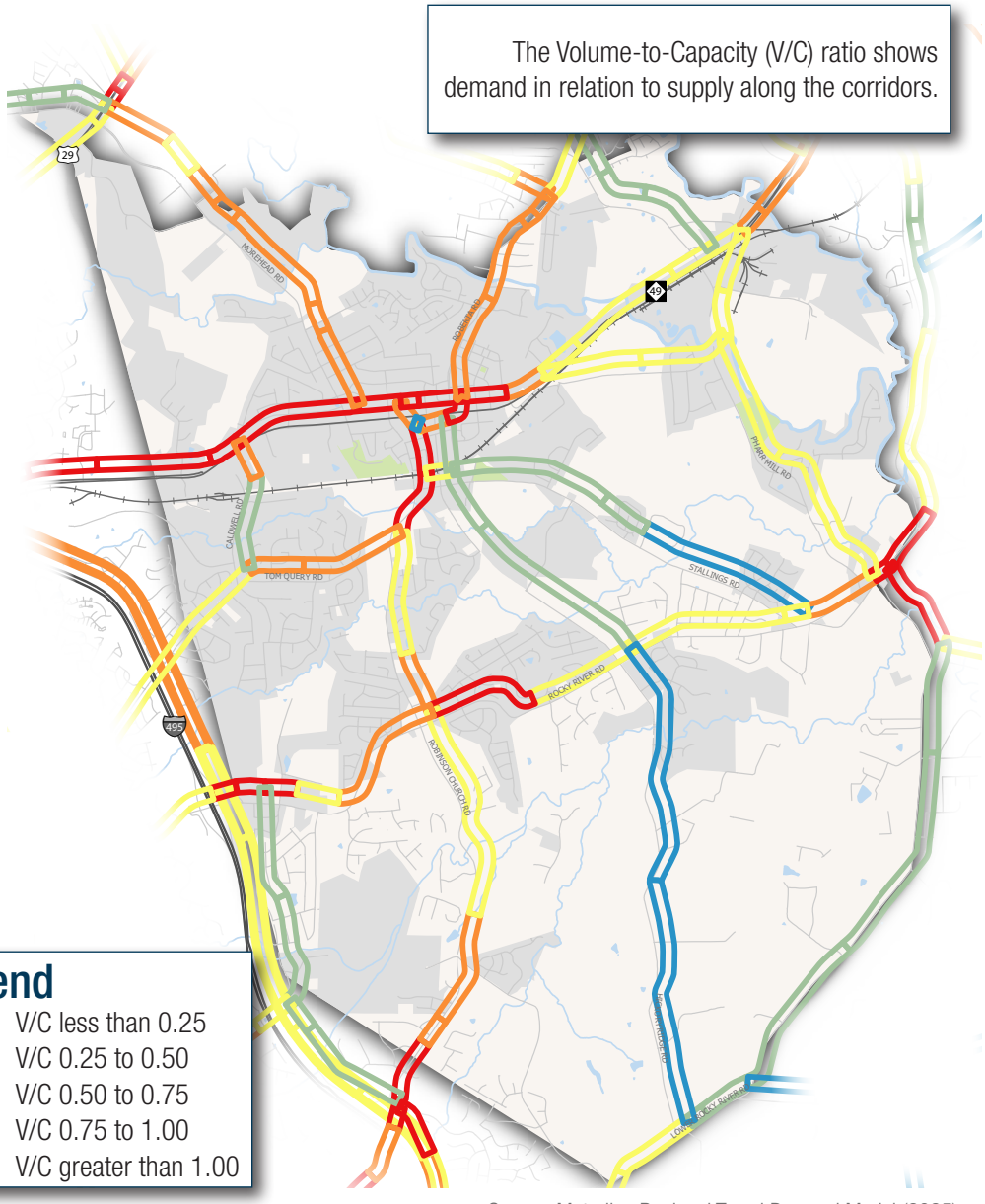
NC 49, Rocky River Road, and Robinson Church Road will be

over capacity

High Growth Corridors

- NC 49
- Rocky River Road
- Robinson Church Road
- Hickory Ridge Road
- Pharr Mill Road
- Tom Query Road
- Lower Rocky River Road

The Volume-to-Capacity (V/C) ratio shows demand in relation to supply along the corridors.



Source: Metrolina Regional Travel Demand Model (2025)

What's Coming Next . . .

40 miles of greenway will connect pedestrians and cyclists throughout Town to key destinations.

3 identified Highway Safety Improvement Program (HSIP) intersection projects identified in 2019.

20% of roads have seen increases in the number of vehicles per day since 2017.

141 miles of pedestrian sidewalks are proposed, primarily in residential neighborhoods.

7 Highway Safety Improvement Program (HSIP) roadway projects identified in 2019.

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PROJECT DEVELOPMENT

WHAT'S INSIDE

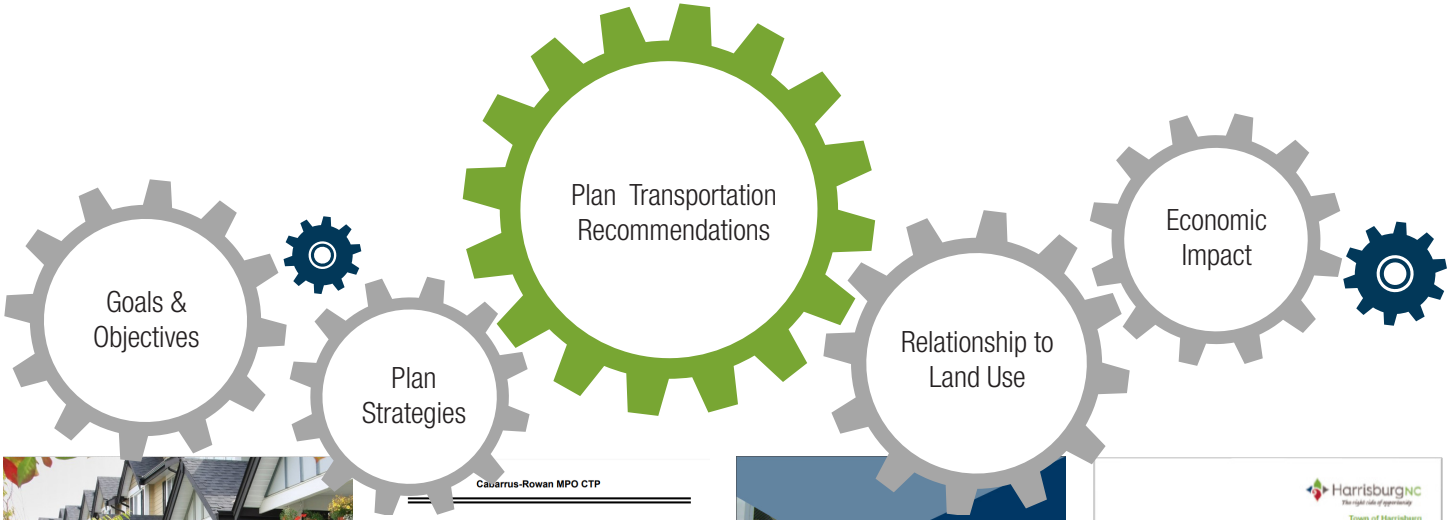
Development Considerations
Key Corridors
Previous Planning

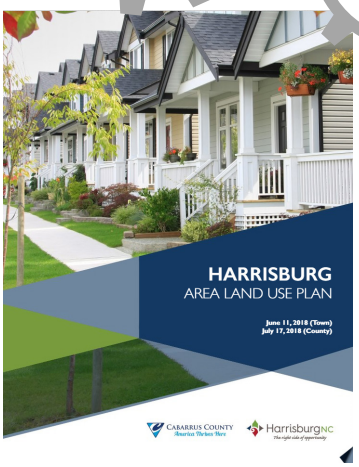
THE PLANNING PROCESS

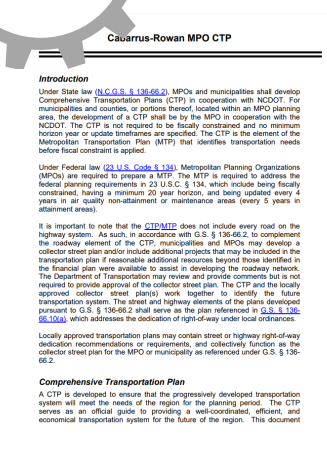
For the Harrisburg Community Transportation Plan, previous plans and policies were reviewed. The review included plans that were created for the Town specifically as well as other pertinent studies that were more regional in nature.

Inventory of Existing Plans

The previous plans were reviewed to gain a comprehensive understanding of previous planning efforts. The inventory consisted of reviewing the specific multi-modal recommendations or transportation impacts that would result.






Cabarrus-Rowan MPO CTP

Introduction

Under State law (N.C.G.S. § 136-66.2), MPOs and municipalities shall develop Comprehensive Transportation Plans (CTP) in cooperation with NCDOT. For municipalities and counties, or portions thereof, located within an MPO planning area, the development of a CTP shall be by the MPO in cooperation with the NCDOT. The CTP is not required to be fiscally constrained and no minimum horizon year or update timeframes are specified. The CTP is the element of the Metropolitan Transportation Plan (MTP) that identifies transportation needs before fiscal constraint is applied.

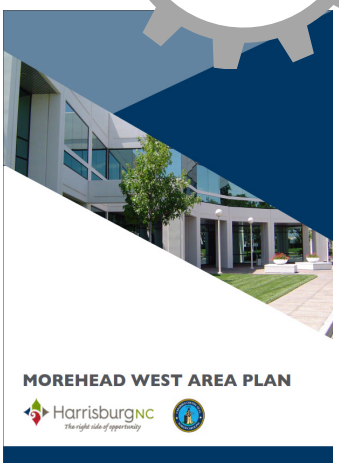
Under Federal law (23 U.S. Code § 134), Metropolitan Planning Organizations (MPOs) are required to prepare a MTP. The MTP is required to address the federal planning requirements in 23 U.S.C. § 134, which include being fiscally constrained, having a minimum 20 year horizon, and being updated every 4 years in air quality non-attainment or maintenance areas (every 5 years in attainment areas).

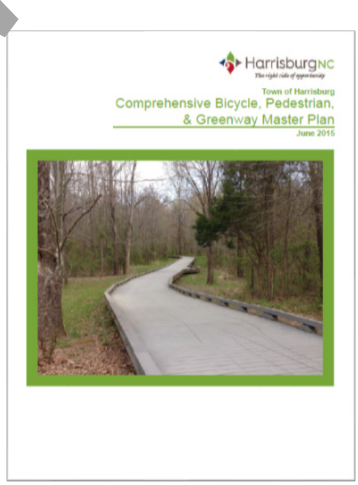
It is important to note that the CTP/MTP does not include every road on the highway system. As such, in accordance with G.S. § 136-66.2, to complement the roadway element of the CTP, municipalities and MPOs may develop a collector street plan and/or include additional projects that may be included in the transportation plan if reasonable additional resources beyond those identified in the financial plan were available to assist in developing the roadway network. The Department of Transportation may review and provide comments but is not required to provide approval of the collector street plan. The CTP and the locally approved collector street plan(s) work together to identify the future transportation system. The street and highway elements of the plans developed pursuant to G.S. § 136-66.2 shall serve as the plan referenced in G.S. § 136-66.10(a), which addresses the dedication of right-of-way under local ordinances.

Locally approved transportation plans may contain street or highway right-of-way dedication recommendations or requirements, and collectively function as the collector street plan for the MPO or municipality as referenced under G.S. § 136-66.2.

Comprehensive Transportation Plan

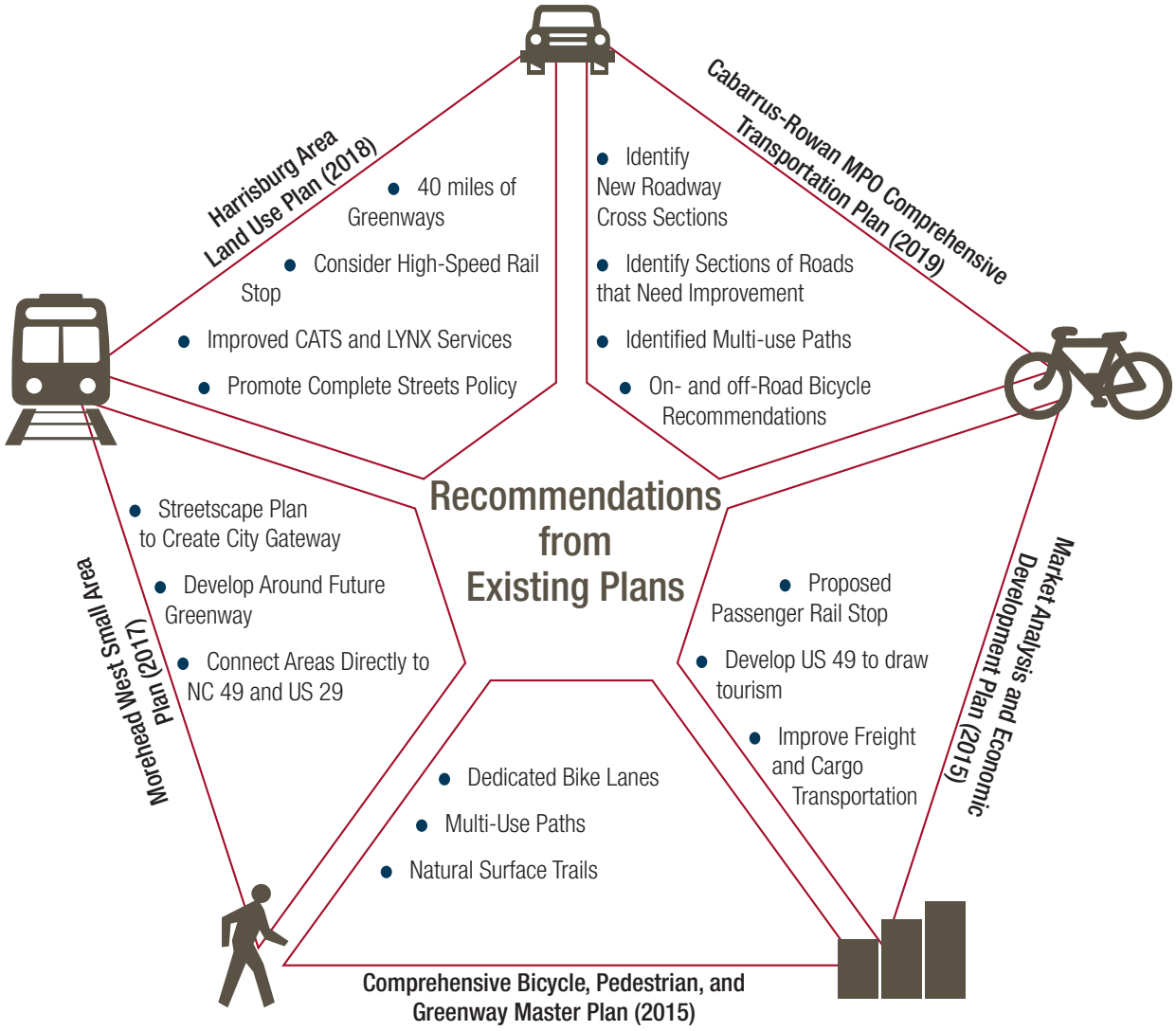
A CTP is developed to ensure that the progressively developed transportation system will meet the needs of the region for the planning period. The CTP serves as an official guide to providing a well-coordinated, efficient, and economical transportation system for the future of the region. This document





Reconcile Existing Plans

The following plans were compiled to create the ultimate multi-modal recommendation list.



Identify Additional Needs

Using the most recent data available, the project team looked at crash data, traffic impact assessments, and new or planned developments to identify needs in addition to those identified in previous planning processes.

Intersection Operations

Connectivity

Safety

RECOMMENDATIONS

This section presents a series of multimodal recommendations for the Town. Based on the guiding principles, public feedback, and data analysis, these recommendations present a multi-faceted approach to travel in the Town. Bicycle and pedestrian transportation were considered as important elements of the Town's transportation strategy and quality of life. The recommendations from previous planning efforts were aggregated and built upon with public and committee input to generate a recommended network covering the entire Town.

Existing Roads

The recommendations to update existing roadways have a variety of features including but not limited to:

Intersections

that allow free flow while maintaining safety for all modes of transportation

Widening

roadways to accommodate rising vehicle capacities

Sidewalks

on one or both sides of the road, particularly in residential areas

Turning Lanes

for traffic and commercial vehicles

25

Existing Roadway Recommendations

Multi-Use Path

throughout Harrisburg for cyclists and pedestrians

Connecting Gaps

between existing roadways, trails, bicycle lanes, and sidewalks

Bicycle Lanes

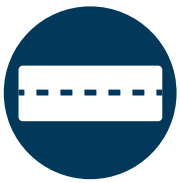
on one or both sides of the road with signage and intersection safety measures

New Roads

The new roadway location recommendations have a variety of features including but not limited to:

Connections

that promote mobility for vehicles, cyclists, and pedestrians



Extensions

of existing roadways to enhance connectivity

27

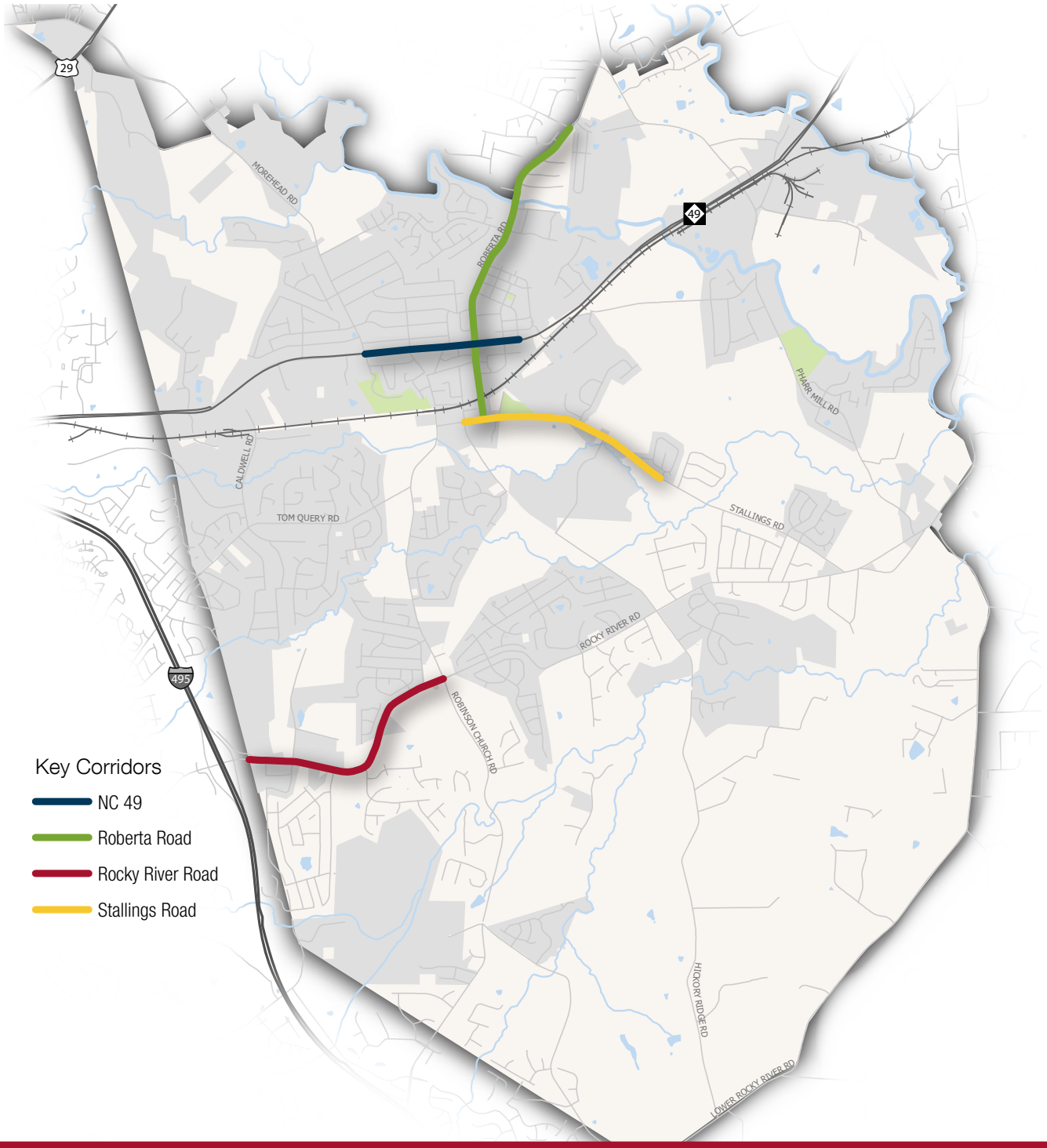
New Roadway Locations Recommendations

Realignment

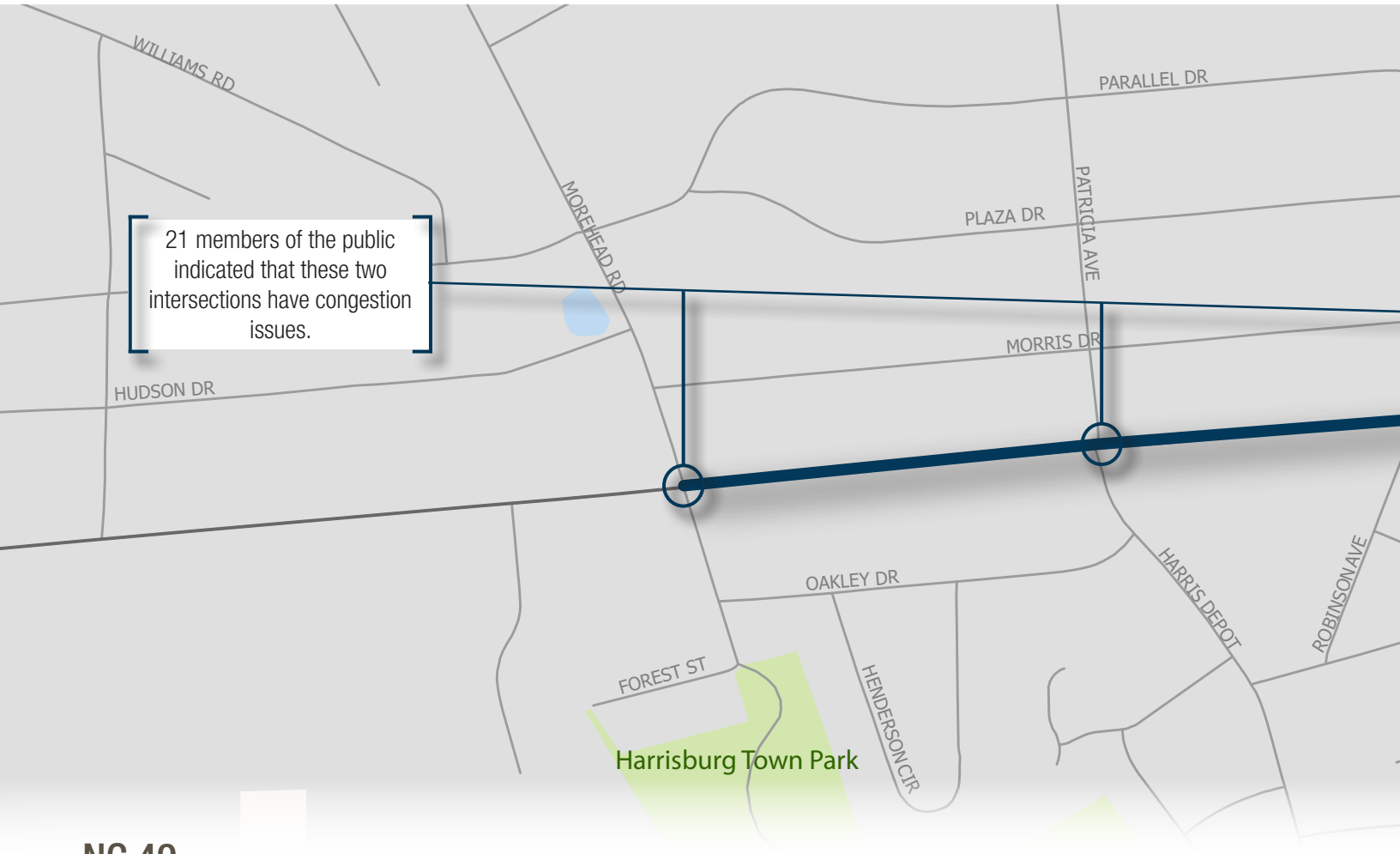
of roads to create safer intersections

KEY CORRIDORS

Town staff and members of the public identified four key transportation corridors that are high priority for the Town. These corridors have the highest crash rates, are major connectors, and were identified the most by the public as having congestion, safety, and travel mode concerns. In this chapter, the proposed improvements for the chosen segments of these corridors, as shown in the map below, are illustrated in detail. These particular segments were chosen to be highlighted because they display the majority of the aforementioned issues and concerns.



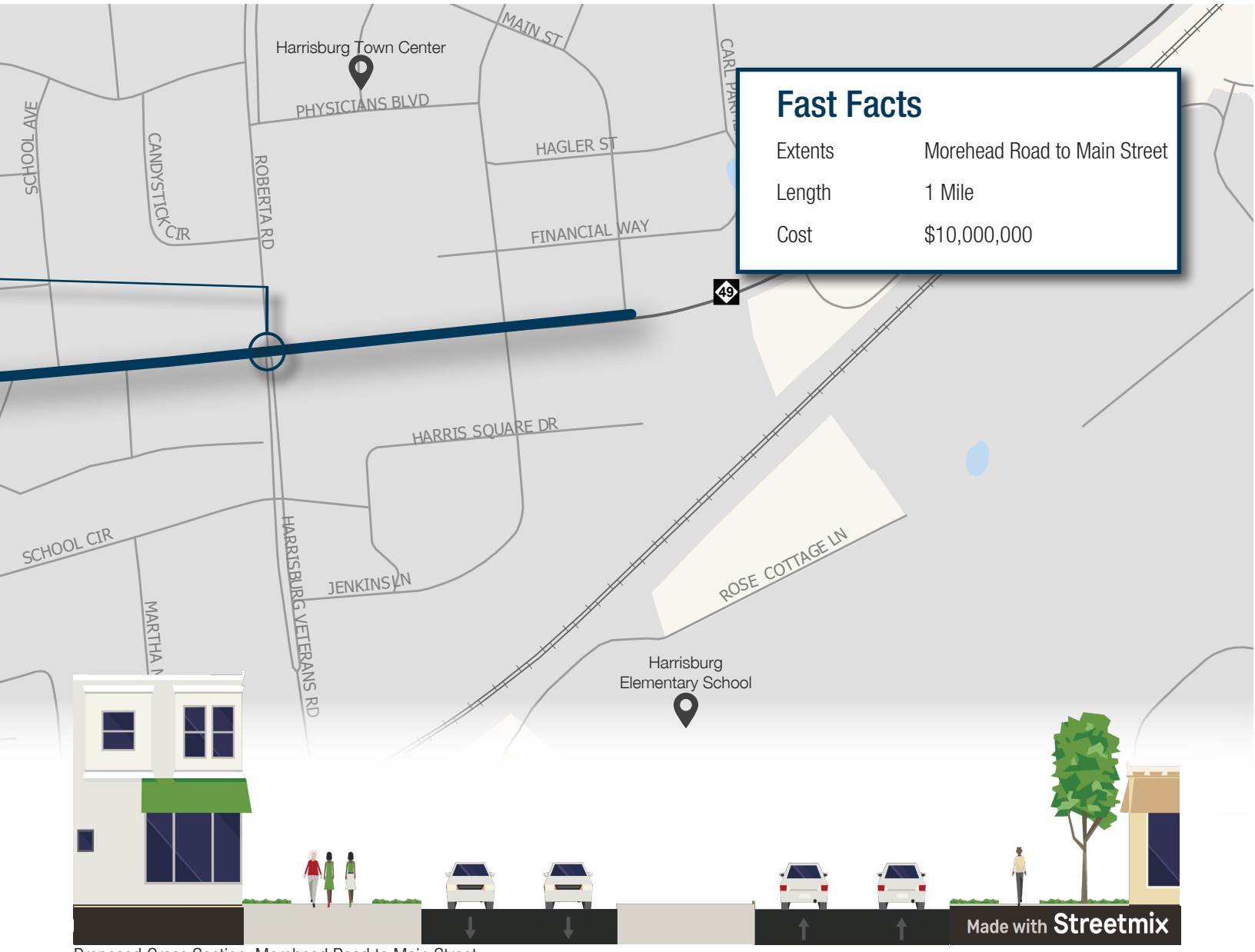
PROJECT DEVELOPMENT



NC 49

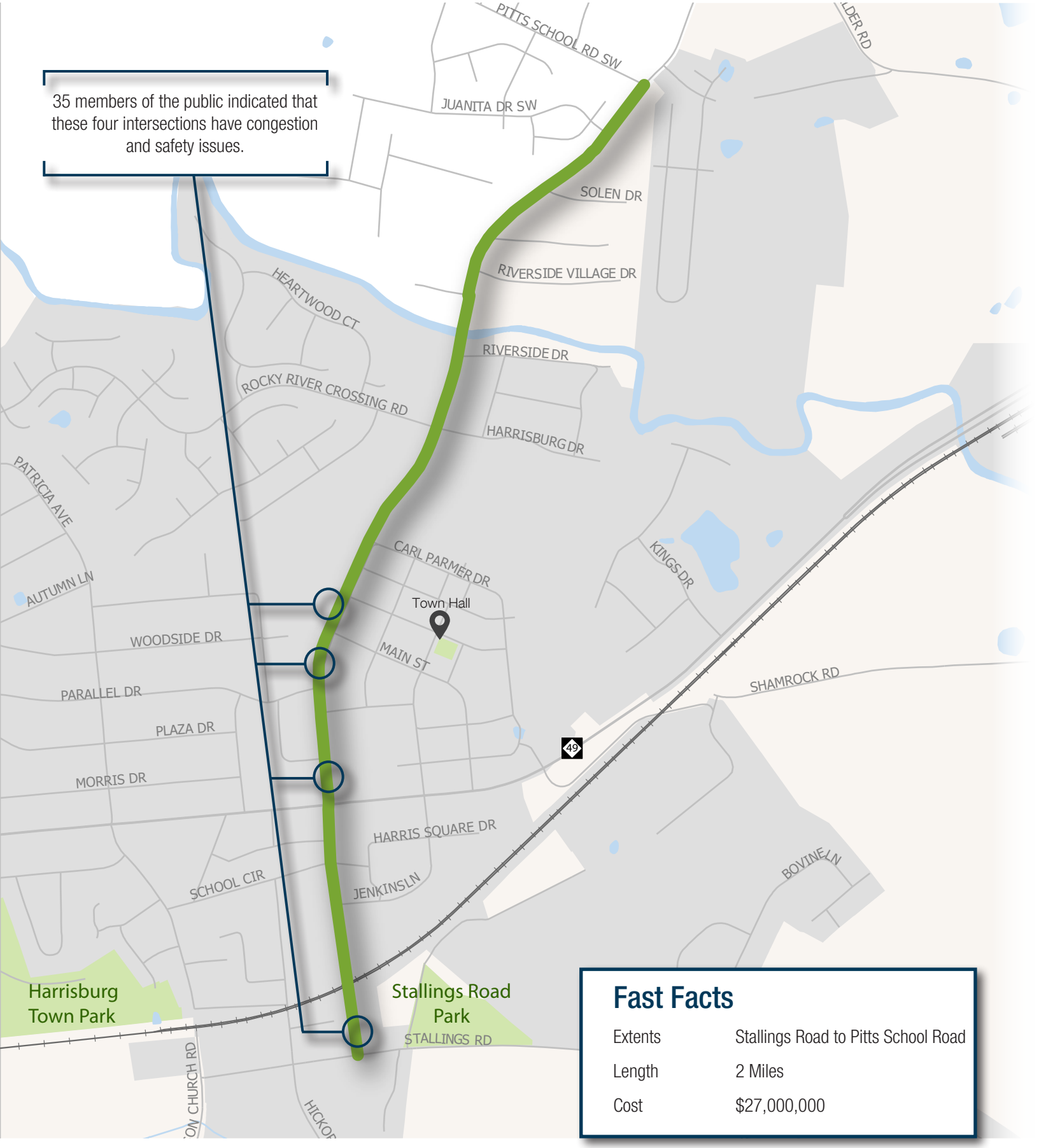
MOREHEAD ROAD TO MAIN STREET

NC 49 is a primary north-south state highway that runs through the heart of Harrisburg. NC 49 is the center of town and provides the main connection to industry, commercials areas, jobs, and shopping. NC 49 is crucial to the mobility of Harrisburg residents and commuters alike. From Morehead Road to Main Street, NC 49 is a four lane road with a center turn lane and sidewalks. This segment of NC 49 is proposed to include a median and a multi-use path for bicyclists.



Proposed Cross Section: Morehead Road to Main Street

PROJECT DEVELOPMENT



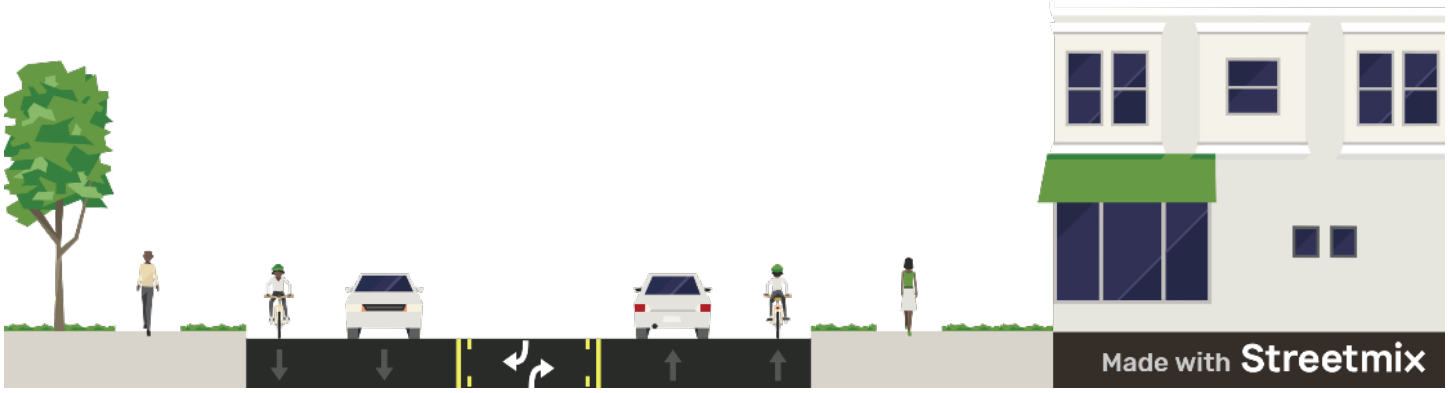
Fast Facts

Extents	Stallings Road to Pitts School Road
Length	2 Miles
Cost	$27,000,000

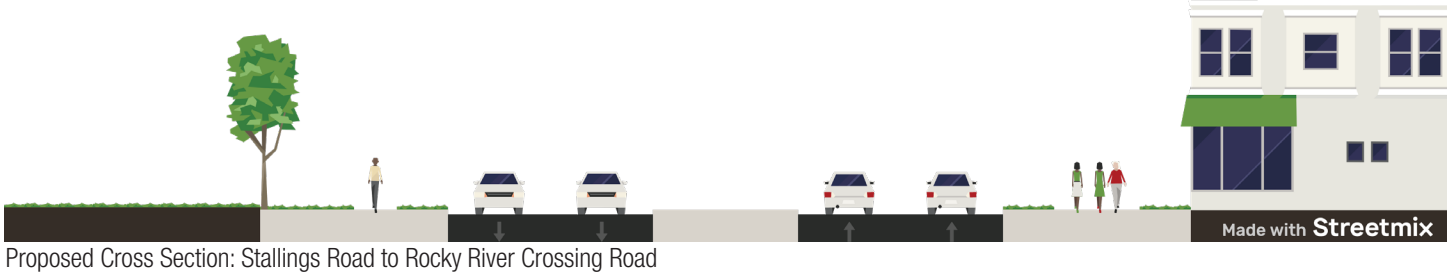
Roberta Road/Harrisburg Veterans Road

ROCKY RIVER ROAD TO PITTS SCHOOL ROAD

Roberta Road is the main north-south route that provides connection from the heart of downtown Harrisburg to the northern residences of the town. Roberta Road is currently a two lane street with a center turn lane from NC 49 to Carl Parmer Drive. North of Carl Parmer Drive, Roberta Road becomes a primarily two lane road. There are no bicycle facilities provided along Roberta Road and sidewalks are intermittent and segmented.



Proposed Cross Section: Rocky River Road to Pitts School Road

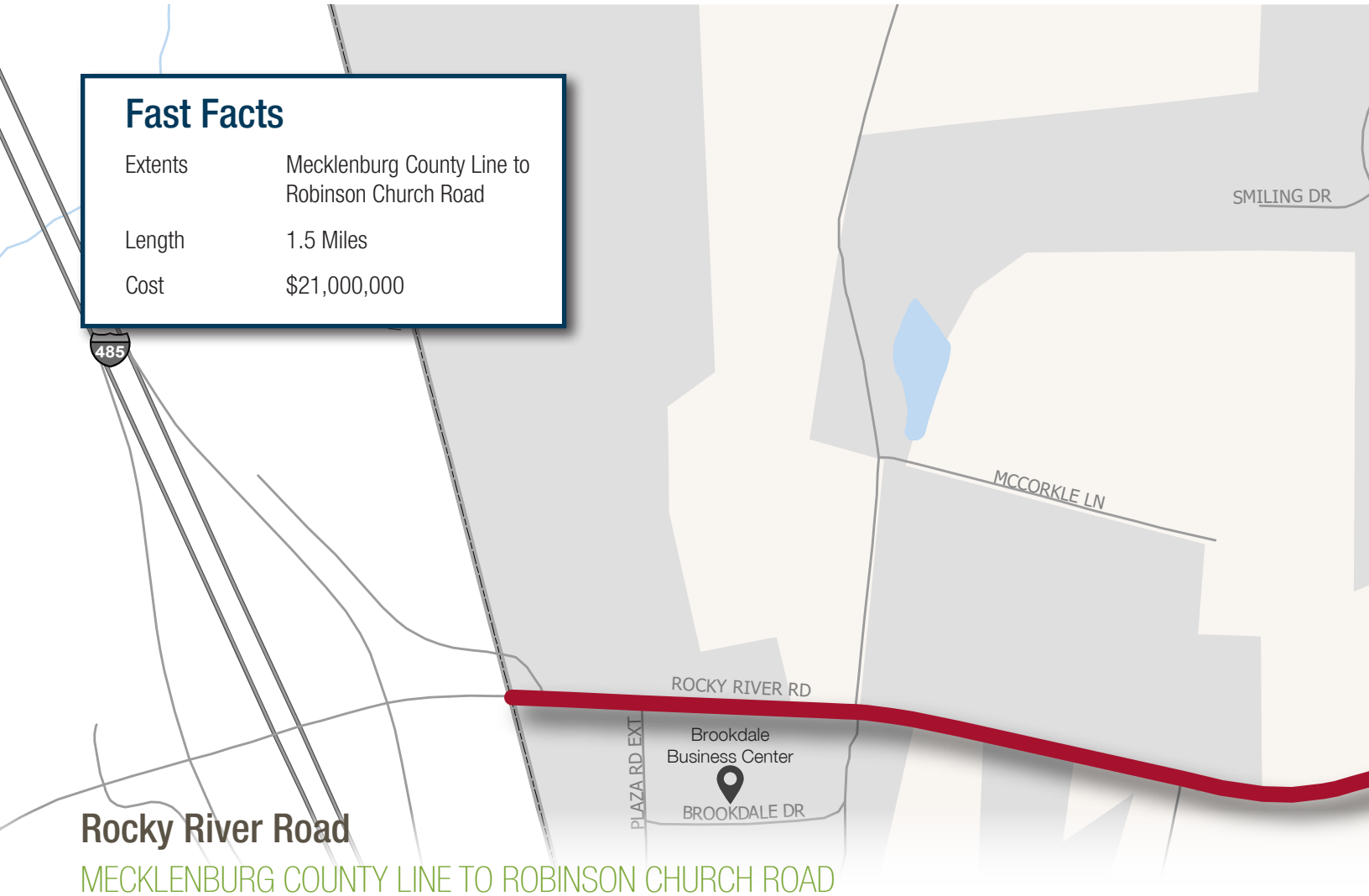


Proposed Cross Section: Stallings Road to Rocky River Crossing Road

PROJECT DEVELOPMENT

Fast Facts

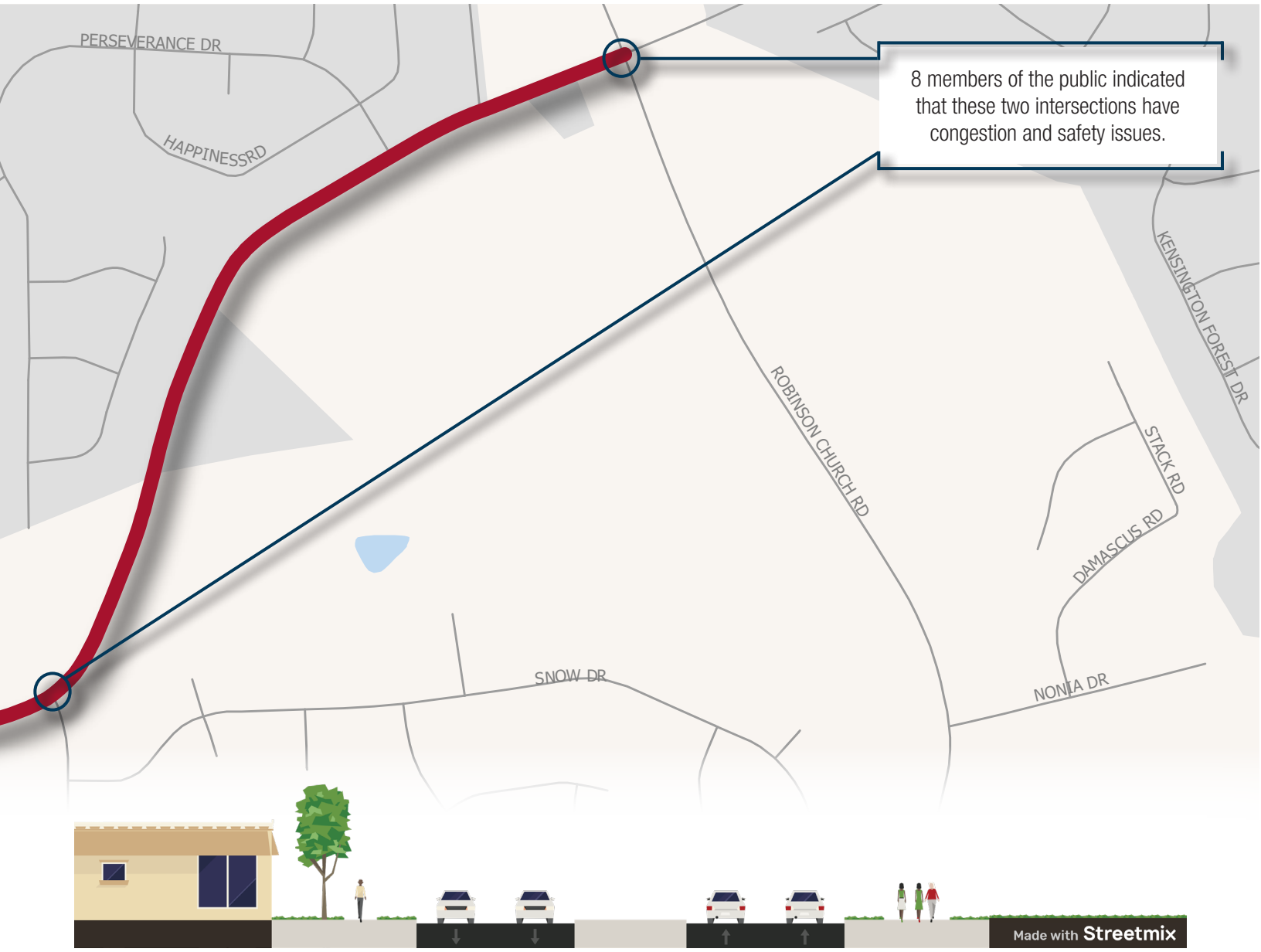
Extents	Mecklenburg County Line to Robinson Church Road
Length	1.5 Miles
Cost	$21,000,000



Rocky River Road

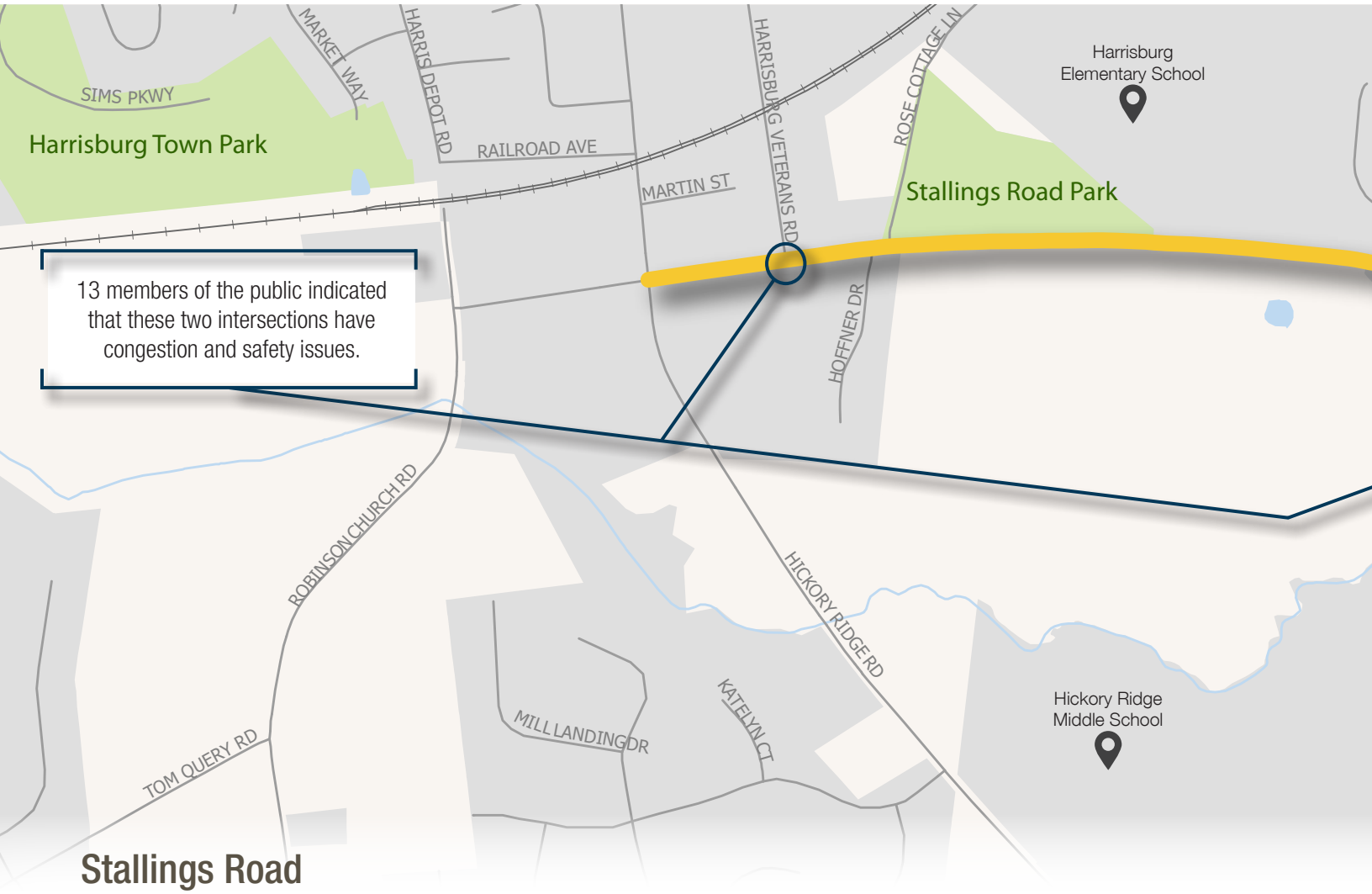
MECKLENBURG COUNTY LINE TO ROBINSON CHURCH ROAD

Rocky River Road runs through Harrisburg from the Mecklenburg County line to the eastern limits of the Harrisburg Planning Boundary. Rocky River Road provides connections to shopping, grocery stores, and healthcare centers as well as neighborhoods and residences. The route also connect to I-485, the beltway surrounding the city of Charlotte. Rocky River Road is currently a two lane street and becomes four lanes with a median near the Cabarruss County Line. There are no bicycle facilities provided along Rocky River Road and sidewalks are intermittent and segmented.



Proposed Cross Section: Mecklenburg County Line to Robinson Church Road

PROJECT DEVELOPMENT



Stallings Road

HICKORY RIDGE ROAD TO COTTON STREET

Stallings Road is the only corridor that provides access to Harrisburg Elementary School and it's one of two corridors that provides the connection to Hickory Ridge Middle School and Hickory Ridge High School. Stallings Road is currently a two lane street from Hickory Ridge Road to Cotton Street. There are no bicycle facilities provided along Stallings Road and sidewalks are only located near Harrisburg Veterans Road.

Fast Facts

Extents	Hickory Ridge Road to Cotton Street
Length	1.3 Miles
Cost	$14,500,000

Proposed Cross Section: Hickory Ridge Road to Cotton Street

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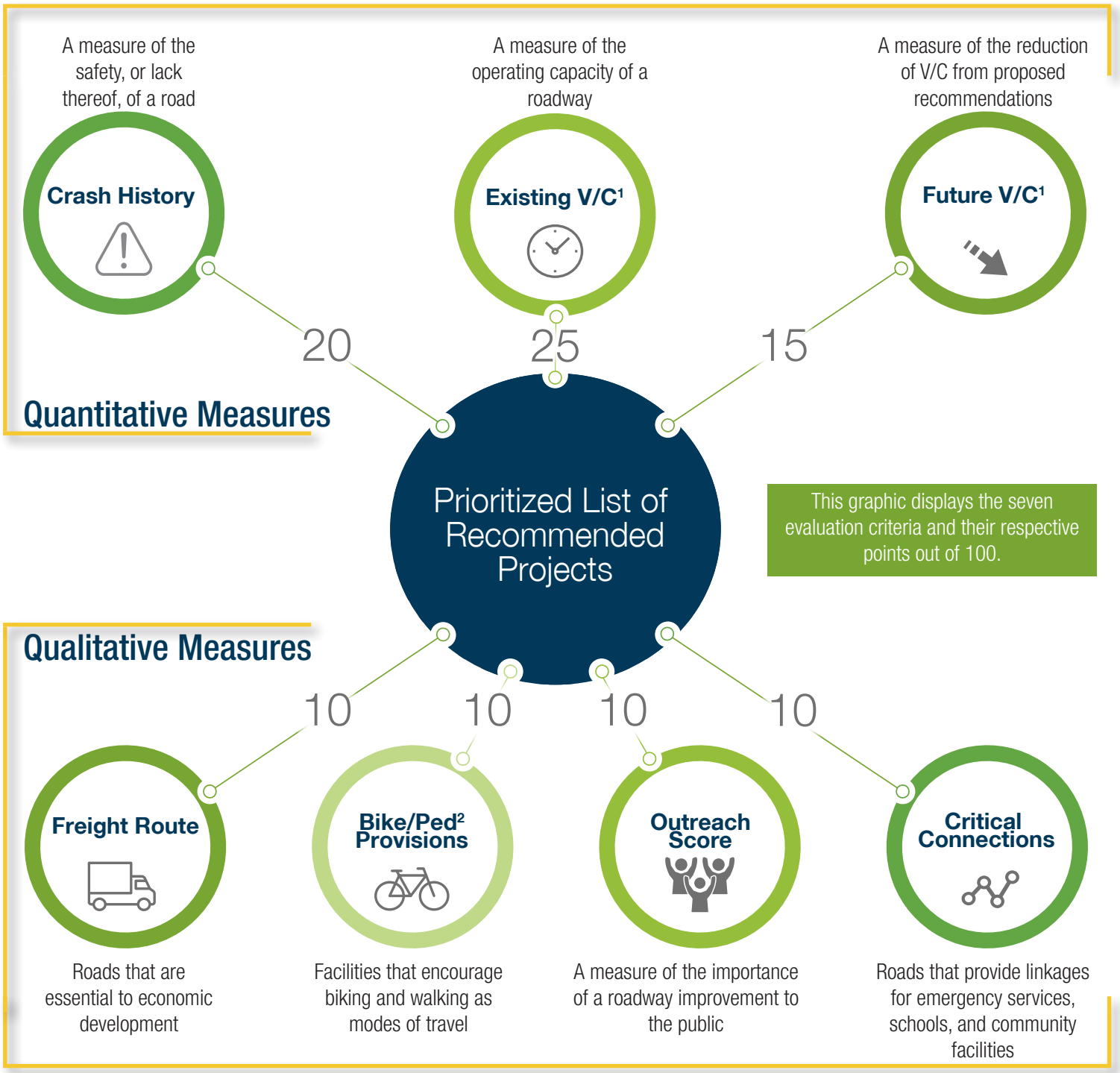
PROJECT EVALUATION

WHAT'S INSIDE

Project Prioritization Process
Evaluation Criteria

PROJECT PRIORITIZATION PROCESS

It is no surprise that there is a gap between available funding and the cost to plan, design, and construct all the projects that were identified during the planning process. Determining project priority requires the identification of several criteria. This section describes the development of the evaluation criteria and the subsequent evaluation of the full project list.



[1]V/C = Volume to Capacity Ratio: A measurement of the operating capacity of a roadway where the number of vehicles passing through is divided by the number of vehicles that could theoretically pass through when at capacity.
[2]Ped = Pedestrian

EVALUATION CRITERIA

Every recommended project is assigned points based on how they score in every evaluation criteria. During the development of evaluation criteria, the relationship to the plan's guiding principles was closely considered. Each of the evaluation criteria responds to one or more guiding principles. The relationship between evaluation criteria and guiding principles is also detailed below.

Guiding Principle Addressed	Criteria	Definition
ACCESS, CONNECTIVITY, AND SAFETY	**Crash History**	Crash data from 2014 to 2018 was analyzed based on the NCDOT Planning Level Section Safety Scoring Data. The project areas with higher scores are considered to have poorer safety performance.
CONGESTION	**Existing Volume-to-Capacity Ratio**	This data was obtained from the Metrolina Regional Model and scaled using a point system.
CONGESTION	**Future Volume-to-Capacity Ratio Reduction**	This metric compares congestion reduction associated with projects based on the Metrolina Regional Model and scaled using a point system.
ACCESS OUTSIDE THE COMMUNITY	**Freight Route**	Projects located on a designated freight route received a higher score than those that are not located on a designated freight route.
ACCESS, CONNECTIVITY, AND SAFETY SENSE OF PLACE	**Bicycle and Pedestrian Provisions**	Projects received the highest score if they accommodated both bicyclists and pedestrians, a lower score if they only accommodated one, and the lowest score if they did not provide for either.
ALL GUIDING PRINCIPLES	**Public Outreach**	Projects were awarded points based on public feedback, obtained through in-person meetings or the online survey.
ACCESS, CONNECTIVITY, AND SAFETY LAND USE AND TRANSPORTATION	**Critical Connections**	Projects classified as critical connections received a higher score than those that are not considered critical connectors.

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ACTION PLAN

WHAT'S INSIDE

Introduction
The Project Development Process
Regional Partnership Projects
Bond or Capital Improvement Projects
Development Driven Projects
Next Steps

INTRODUCTION

The Town of Harrisburg continues to experience tremendous growth and new development initiatives. In pairing growth and development with a blueprint for public infrastructure improvements, the Town is outlining an approach that aligns growth and development with community objectives while acknowledging local momentum. To continue attracting economic investment and expanding transportation choices, the Town is taking a proactive stance to address local needs and emerging issues. The future efficiency and balance of the Town's transportation network relies in part on the successful collaboration of local and regional decision makers. This section highlights priority initiatives from the Harrisburg CTP and actions and partnerships needed to ensure their success and implementation.

THE PROJECT DEVELOPMENT PROCESS

Most of the recommendations in the Harrisburg CTP will need to undergo additional evaluation and further development prior to implementation. The figure below outlines the general project development process to see an identified need in the CTP (Step 1) move through design and construction.

STEP 1
Transportation Planning (Identify need)

STEP 2
Planning Studies, Preliminary Engineering, and Environmental Review (Identify specific solution)

STEP 3
Final Design (Develop design plan and specifications)

STEP 4
Construction (Deliver project)

Funding Process

Funding for most transportation projects is allocated by NCDOT. To ensure effective investments, NCDOT has created a methodology that considers projects separately based on the area of impact. This process considers both quantitative data and local input. Ultimately, NCDOT aims to enhance the state's infrastructure and in turn support economic development and quality of life. This process is formally known as the Strategic Mobility Formula and was established under the State Transportation Investments law. The three categories used when funding projects within the Strategic Mobility Formula are outlined below.

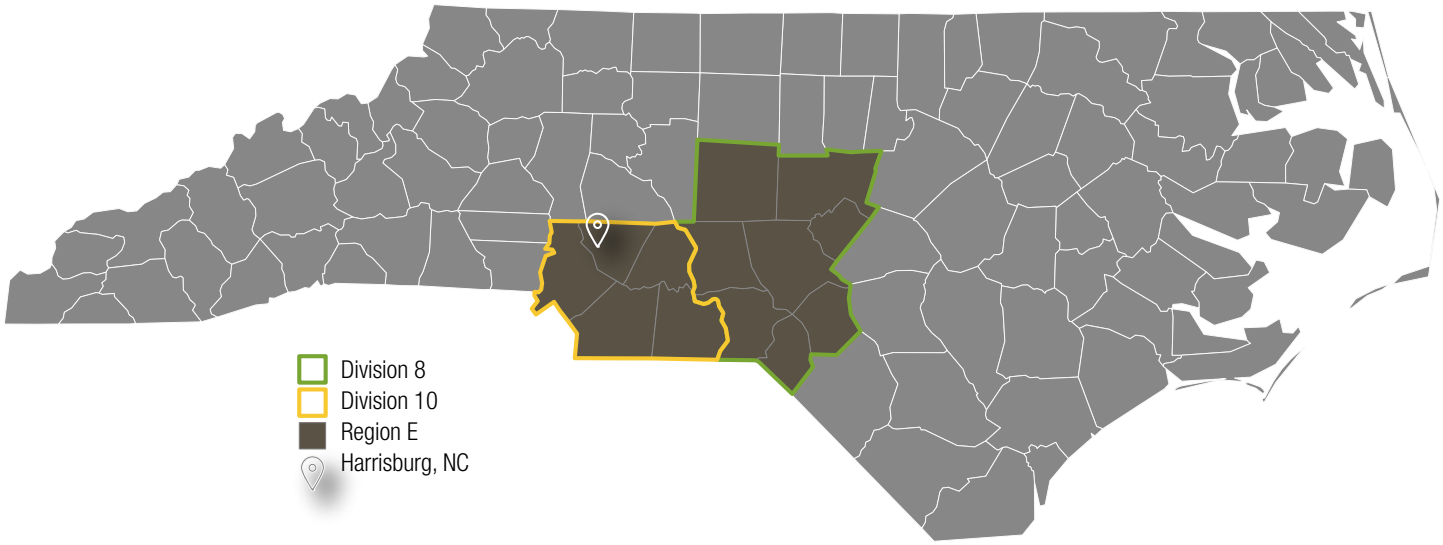
Funding Categories

The Strategic Mobility Formula funds projects in three categories: Division Needs, Regional Impact, and Statewide Mobility.

Division Needs: Project in this category receive 30% of available revenue. Harrisburg projects compete with all project in Division 10 which includes the rest of Cabarrus County, Stanly County, Union County, Mecklenburg County, and Anson County. This category is where the bulk of Harrisburg's roads qualify for funding. Projects are scored in the Division Needs category based on both data and local preference – each valued equally.

Regional Impact: Projects in this category also receive 30% of available revenue. Harrisburg is in Region E – made up of Division 10 and Division 8. Similar to Division Needs, projects in the Regional Impact category are scored based on both data and local preference; however, the data score makes up 70% of the overall score and local preference makes up 30%. NC 49 qualifies for funding in the Regional Impact category.

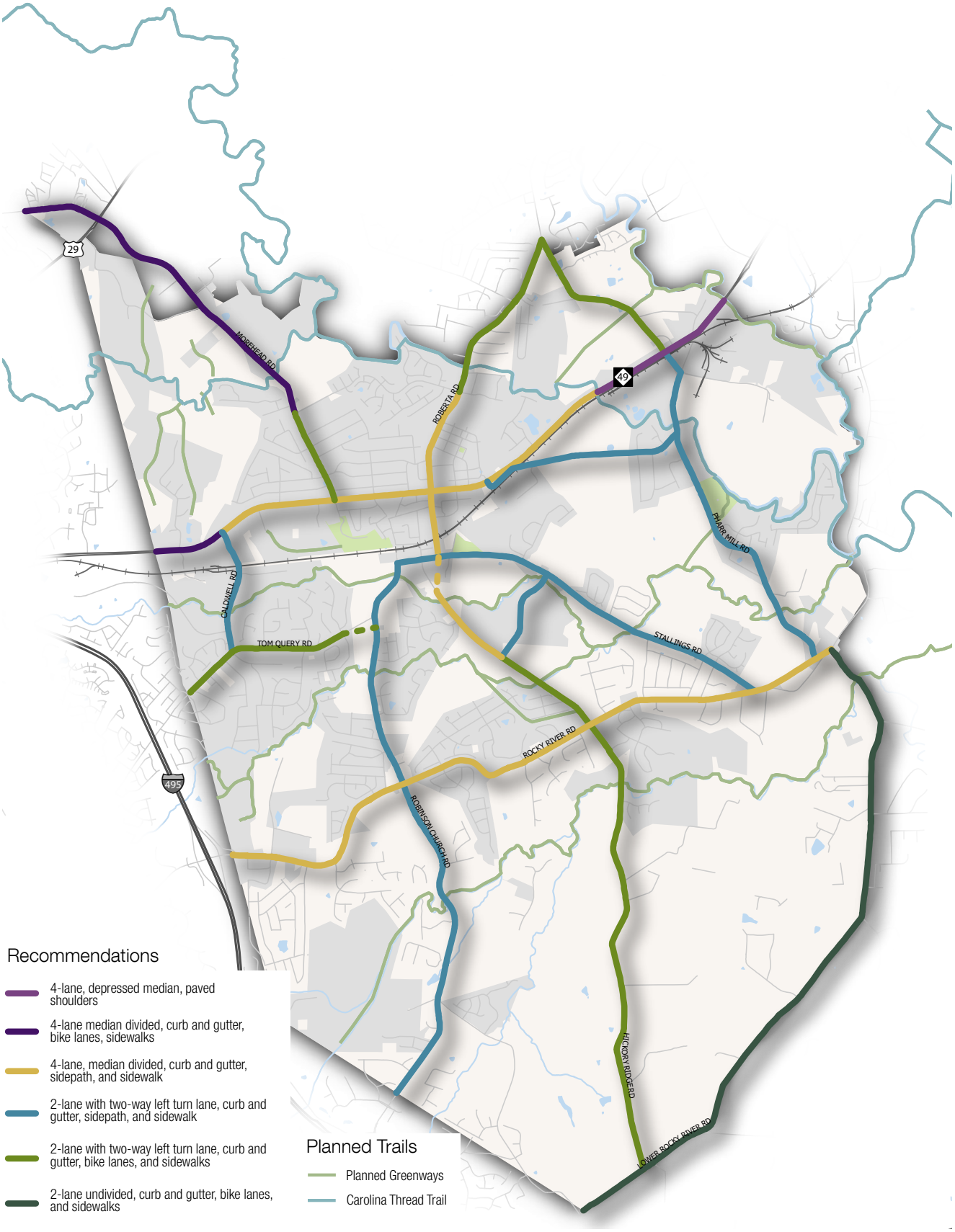
Statewide Mobility: Projects in this category receive 40% of available revenue. Projects in this category are scored solely on data and no consideration for local preference.



REGIONAL PARTNERSHIP PROJECTS

Not all recommendations identified in the CTP will be the sole responsibility of the Town. For most recommendations, NCDOT will be the lead agency. It will be the Town's responsibility to work in close coordination with the Cabarrus-Rowan Metropolitan Planning Organization to ensure that needs are reflected in the region's MTP, and as appropriate, submitted to the State for prioritization and inclusion in the Statewide Transportation Improvement Program. The map on the next page provides the ultimate recommended cross-section for state-maintained roadways in Harrisburg. While major projects will be lead by NCDOT, it is the responsibility of the Town to use this map to inform development requirements for infrastructure improvements to the transportation network, as well as anticipated right-of-way needs.

Corridor	Extents	Prioriti-zation Tier	Cross Section	Code	Cost for Full Implementation
NC 49	Caldwell Rd (SR 1173) to Coddle Creek	Near Term	4-lane, reduced median, curb and gutter, sidepath, and sidewalk	4-J	$31,163,000
Rocky River Rd	I-485 to Lower Rocky River Rd	Near Term	4-lane, reduced median, curb and gutter, sidepath, and sidewalk	4-J	$69,695,000
Hickory Ridge Rd (SR 1138)	Roberta Rd Ext to Raging Ridge Rd	Mid Term	4-lane, reduced median, curb and gutter, sidepath, and sidewalk	4-J	$10,400,000
Harrisburg Veterans Rd and Ext/Roberta Rd	Rocky River Crossing Rd to Raging Ridge Rd	Near Term	4-lane, reduced median, curb and gutter, sidepath, and sidewalk	4-J	$21,300,000
NC 49	Mecklenburg County to Caldwell Rd (SR 1173)	Mid Term	4-lane median divided, curb and gutter, bike lanes, sidewalks	4-G	$2,335,000
Morehead Rd (SR 1300)	County Line to Rocky River Crossing Rd	Mid Term	4-lane median divided, curb and gutter, bike lanes, sidewalks	4-D	$29,217,000
NC 49	Coddle Creek to the east border of the Harrisburg ETJ	Mid Term	4-lane, depressed median, paved shoulders	4-A	$2,934,000
Pharr Mill Rd (SR 1158)	NC 49 to Rocky River Rd	Mid Term	2-lane with two-way left turn lane, curb and gutter, sidepath, and sidewalk	3-E	$14,417,000
Robinson Church Rd (SR 1168)	Mecklenburg County to Tom Query Rd (SR 1166)	Mid Term	2-lane with two-way left turn lane, curb and gutter, sidepath, and sidewalk	3-E	$38,940,000
Robinson Church Rd (SR 1166)	Tom Query Rd (SR 1166) to Stallings Rd (SR 1161)	Near Term	2-lane with two-way left turn lane, curb and gutter, sidepath, and sidewalk	3-E	$4,436,000
Stallings Rd (SR 1161)	Robinson Church Rd (SR 1166) to Rocky River Rd (SR 1139)	Mid Term	2-lane with two-way left turn lane, curb and gutter, sidepath, and sidewalk	3-E	$30,068,000
Caldwell Rd (SR 1173)	Tom Query Rd (SR 1166) to NC 49	Long Term	2-lane with two-way left turn lane, curb and gutter, sidepath, and sidewalk	3-E	$9,097,000
Shamrock Rd	NC 49 to Pharr Mill Rd	Long Term	2-lane with two-way left turn lane, curb and gutter, sidepath, and sidewalk	3-E	$15,526,000
Raging Ridge Rd	Robinson Church Rd to Pharr Mill Rd	Neaer Term	2-lane with two-way left turn lane, curb and gutter, sidepath, and sidewalk	3-E	$38,434,000
Hickory Ridge Rd (SR 1138)	Raging Ridge Rd to Lower Rocky River Rd	Mid Term	2-lane with two-way left turn lane, curb and gutter, bike lanes, and sidewalks	3-C	$44,900,000
Roberta Rd	Blackwelder Rd (SR 1307) to Rocky River Crossing Rd	Long Term	2-lane with two-way left turn lane, curb and gutter, bike lanes, and sidewalks	3-C	$14,800,000
Blackwelder Rd (SR 1307)	NC 49 to Roberta Rd (SR 1304)	Long Term	2-lane with two-way left turn lane, curb and gutter, bike lanes, and sidewalks	3-C	$14,782,000
Morehead Rd (SR 1300)	Rocky River Crossing Rd to NC 49	Near Term	2-lane with two-way left turn lane, curb and gutter, bike lanes, and sidewalks	3-C	$7,959,000
Pitts School Rd Ext	Blackwelder Rd (SR 1307) to Roberta Rd (SR 1304)	Long Term	2-lane with two-way left turn lane, curb and gutter, bike lanes, and sidewalks	3-C	$6,135,000
Tom Query Rd	Sunburst Ln to Robinson Church Road (SR 1166)	Mid Term	2-lane with two-way left turn lane, curb and gutter, bike lanes, and sidewalks	3-C	$15,110,000
Lower Rocky River Rd	Peach Orchard Rd to Rocky River Rd	Long Term	2-lane undivided, curb and gutter, bike lanes, and sidewalks	2-E	$44,217,000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49
495
MOREHEAD RD
ROBERTA RD
CALDWELL RD
TOM QUERY RD
PHARR MILL RD
STALLINGS RD
ROCKY RIVER RD
ROBINSON CHURCH RD
HICKORY RIDGE RD
LOWER ROCKY RIVER RD
Recommendations
4-lane, depressed median, paved shoulders
4-lane median divided, curb and gutter, bike lanes, sidewalks
4-lane, median divided, curb and gutter, sidepath, and sidewalk
2-lane with two-way left turn lane, curb and gutter, sidepath, and sidewalk
2-lane with two-way left turn lane, curb and gutter, bike lanes, and sidewalks
2-lane undivided, curb and gutter, bike lanes, and sidewalks
Planned Trails
Planned Greenways
Carolina Thread Trail

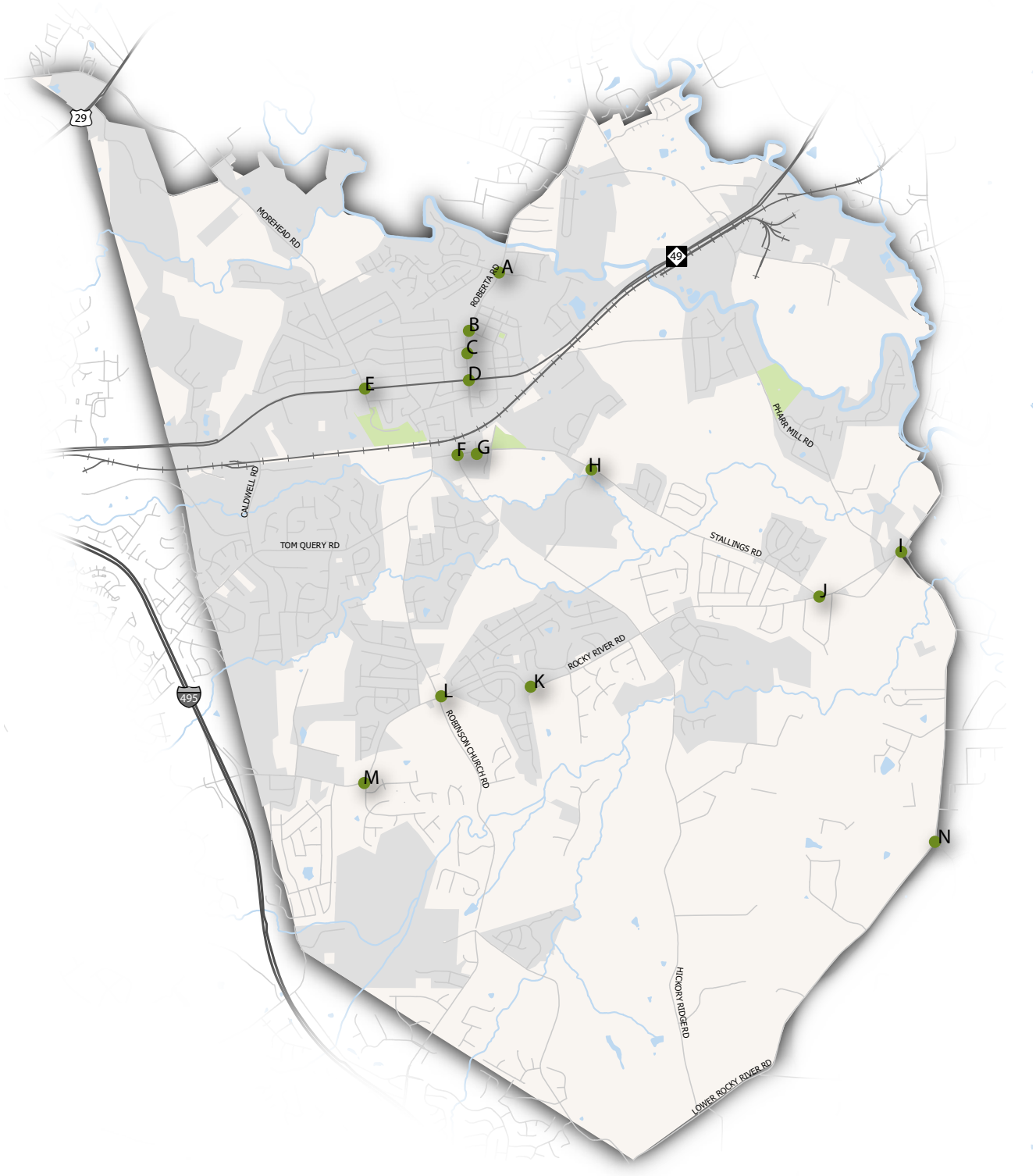
BOND OR CAPITAL IMPROVEMENT PROJECTS

In addition to leveraging federal and state funding, the Town of Harrisburg has seen success with the $4 million bond referendum approved by citizens in the Town of Harrisburg in 2017. Locations benefiting from recent local funding are anticipated to include:

- Tom Query Road/Caldwell Road four-way stop (long-term signalization)
- Tom Query Road/Robinson Church Road Roundabout
- Main Street/Roberta Road Traffic Signal
- Rocky River Road/Robinson Church Road Turn Lanes
- Caldwell Road Extension Preliminary Design and Feasibility Study
- Sidewalk along Caldwell Road, Stallings Road, Harris Depot Road, and Kee Lane

In the future, these projects are a good starting point for bond or CIP funding. Additionally, the Town should pursue a second bond referendum upon the conclusion of the 2017 Transportation Bond. The new bond referendum could be used as matching funds to leverage larger state and federal funding sources for the regional partnership projects.

ID	Location	Identified Need
A	Roberta Road at Rocky River Crossing Road	Accommodation of turning traffic
B	Roberta Road at Main Street	This need should be addressed by the funded bond project.
C	Roberta Road at Parallel Drive	Accommodation of turning traffic
D	NC 49 at Roberta Road	Accommodation of heavy traffic volumes
E	NC 49 at Morehead Road	Accommodation of heavy traffic volumes
F	Stallings Road at Hickory Ridge Road	Realignment due to offset intersection
G	Harrisburg Veterans Road at Stallings Road	Realignment due to offset intersection
H	Stallings Road at Raging Ridge Road	Installation of a roundabout
I	Lower Rocky River Road at Rocky River Road	Safety need
J	Stallings Road at Rocky River Road	Installation of a traffic signal
K	Rocky River Road west of McMillian Drive	Safety need
L	Rocky River Road at Robinson Church Road	Accommodation of turning traffic
M	Rocky River Road at Millen Drive	Safety need
N	Lower Rocky River Road at Pioneer Mill Road	Safety need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STALLINGS RD
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ROBINSON CHURCH RD
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HICKORY RIDGE RD
LOWER ROCKY RIVER RD

DEVELOPMENT DRIVEN PROJECTS

Developer contributions to the funding, construction, and implementation of transportation infrastructure are a large part of Harrisburg's ability to remain a vibrant and growing community. By applying tools such as the Harrisburg Area Land Use Plan, the Unified Development Ordinance (UDO), and the Traffic Impact Analysis requirements contained within the UDO Appendix, the Town is able to clearly communicate with developers and identify improvements needed to accommodate new or infill growth while protecting the mobility of current residents and workers. When new developments are proposed in the Town, all efforts should be made to ensure that those new developments are consistent with the transportation recommendations from this plan and other transportation planning efforts. Development should be supportive of transportation and mobility solutions. Additionally, this requires consideration of right-of-way expectations to ensure the site can accommodate future widening or inclusion of bicycle and pedestrian facilities. Collaboration between Town staff, NCDOT, and the development community is key to the success of this approach.

With the exception of the Caldwell Road Connector, which is being studied for a preferred alignment, the lines on the following map emphasize completion of the Town's transportation network. The importance of these links is the connection between point A and point B, rather than a specific alignment. The Town can work with independent developers on the path that is beneficial to both the incoming developments and the Town's desire for a more connected and complete network.

OPPORTUNITIES FOR ADDITIONAL STUDY

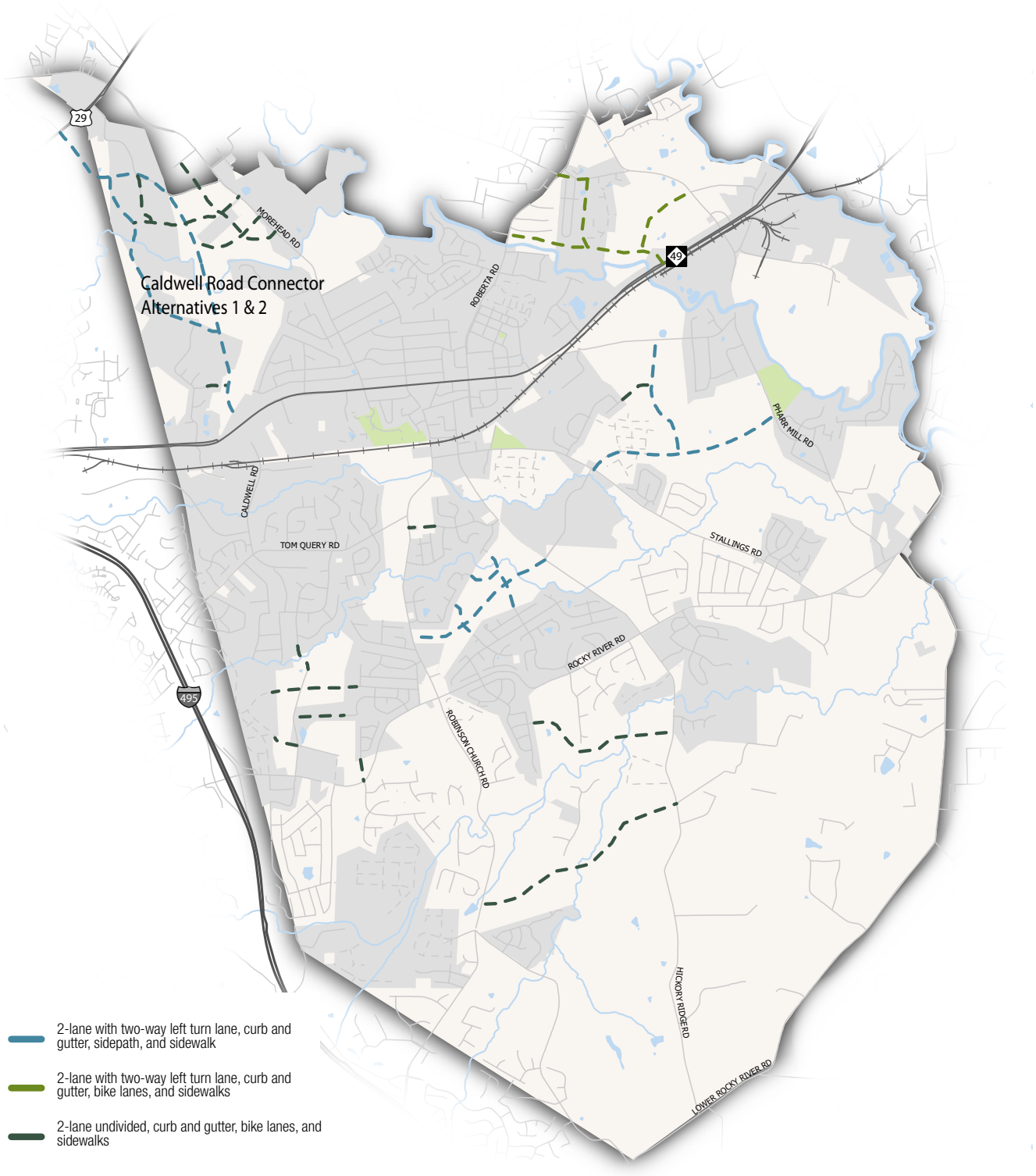
The areas for future study identified in this section were identified during the planning process, but warranted further analysis prior to identifying a solution or strategy. The sections below outline the process behind each potential study.

Transit for the Town

The 2018 Harrisburg Area Land Use Plan, in addition to the public outreach completed for the development of the CTP, indicated a public desire for transit in Harrisburg. An additional study would be needed in order to determine the need for transit access in the Town. This future study should consider the Town's investment in the planned Amtrak station, as well as potential tie-ins to the Charlotte Area Transit System (CATS) and other neighboring jurisdictions such as Concord and Kannapolis. This additional study should analyze any possible change in public opinion regarding transit with the developments and implications of COVID-19.

Connectivity across the Railroad

Members of the public expressed a desire to have safe pedestrian crossings over the railroad that runs through Harrisburg. A crossing is especially desired to access Harrisburg Park by connecting Robinson Church Road and Harris Depot Road. Harrisburg has two existing roads that bridge the rail and include sidewalks on Harrisburg Veterans Road and Caldwell Road. Considering coordination with the Rail Division of the North Carolina Department of Transportation that would be necessary, an additional study would be needed to assess the feasibility of implementing a rail crossing.


Caldwell Road Connector
Alternatives 1 & 2
29
49
495
MOREHEAD RD
ROBERTA RD
CALDWELL RD
TOM QUERY RD
PHARR MILL RD
STALLINGS RD
ROCKY RIVER RD
ROBINSON CHURCH RD
HICKORY RIDGE RD
LOWER ROCKY RIVER RD
2-lane with two-way left turn lane, curb and gutter, sidepath, and sidewalk
2-lane with two-way left turn lane, curb and gutter, bike lanes, and sidewalks
2-lane undivided, curb and gutter, bike lanes, and sidewalks

NEXT STEPS

Implementing the CTP will be an ongoing and iterative process that should be reevaluated on a regular basis. Moving forward, key steps at the town-wide level that will help advance the recommendations include the following:

- Update the CTP every five years to ensure the plan's recommendations and objectives remain relevant.
- Consider adjustments to the Unified Development Ordinance to accommodate recommendations in the CTP.
- Develop and adopt an official Town policy to guide the funding of "betterments" associated with NCDOT projects.
- Conduct an audit and revision of the Capital Improvement Program (CIP) annually to ensure that all major transportation projects are consistent with CTP recommendations.
- Amend the CTP annually to include new transportation network enhancements as they are identified during the development review process.

The Town of Harrisburg Community Transportation Plan provides a vision for transportation recommendations that considers existing and future needs for all travel modes. The creation of this Action Plan helps staff and elected officials advocate for projects that will have the greatest impact to the Town. The Town has many identified transportation needs, and fully funding and implementing the recommendations will take a number of years. As projects move forward into funding and implementation, the Town will need to work with the Cabarrus-Rowan MPO and NCDOT to determine how best to advance recommended projects. The Town will also continue to monitor emerging needs and changes in the way projects can be funded and implemented. Project priorities will be reassessed through subsequent updates to this plan. This dynamic process will help the Town of Harrisburg continue to effectively address its transportation needs both now and into the future.

TECHNICAL APPENDIX
COMMUNITY TRANSPORTATION PLAN

Harrisburg NC
The right side of opportunity

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Kimley»Horn

APPENDIX A

PUBLIC WORKSHOP SUMMARY

Public Workshop 1 Summary

Date: October 24, 2019

Location: Harrisburg Town Hall, Council Chambers

Time: 6-7:30 pm

Meeting Purpose

This drop-in workshop helped to educate attendees about the Harrisburg Community Transportation Plan development process and allowed them to participate in a series of interactive stations. Information generated from the participants supplemented the feedback gathered during the first Steering Committee meeting, town council briefings, and the survey. The feedback contributed to the initial phase of the planning process, including the creation of guiding statements and understanding of existing conditions. Attendees were given an informational handout and survey at sign-in and were encouraged to visit each station to provide feedback. The survey was an opportunity for attendees to identify their visions and goals for Harrisburg's transportation systems. The results of the survey have been summarized.

Meeting Objectives

1. Educate participants on the planning process
2. Identify community values through a variety of interactive exercises and the survey
3. Gather feedback on existing conditions

Meeting Notice and Advertisement

The meeting was advertised through the distribution of the public workshop flyer and online at Harrisburgnc.org.

Activities and Summary of Results

Sign-In

- **Intent:** Gather a record of attendees.
- **Description:** A welcome station was posted by the entrance to the Council Chambers. Attendees were asked to sign-in by providing their name and email address. Email addresses collected were added to a notification list for future project meetings. Participants were also given their information handout and survey.
- **Outcome:** This exercise provided a record of attendees for future use in the planning process. 21 people attended the meeting.

Scrolling Presentation

- **Intent:** Welcome participants, describe the planning process, and encourage their active participation.
- **Description:** A scrolling presentation was be set up on a loop for participants to view. The presentation included a collection of slides that describes the planning process and explained the existing transportation conditions of Harrisburg.
- **Outcome:** This station informed participants about the planning process and set the stage for more meaningful input at the activity stations.

Priority Ranking

- **Intent:** Allow individuals to express a priority for guiding principles of the CTP which are as follows:
    - Address congestion along major roadways
    - Foster a sense of place by offering options to walk or bike
    - Promote access to places outside the community
    - Ensure easy access, connectivity, safety for all modes of transportation
    - Integrate land use decision making and transportation investment strategies
- **Description:** Participants were asked to rank the five guiding principles in order from least to most important on their personal game board. Once completed, participants turned in their game boards for documentation in CTP development. It was emphasized that planning themes at the bottom of the pyramid will not be discarded and will be addressed in the plan.
- **Outcome:** The exercise gathered input into the guiding principles. Following the workshop, feedback during this exercise and other stations was used to develop a set of goals and objectives. In the chart below, responses are ranked based on participants' priority (first, second, or third) of the planning themes. These were then combined to gain a sense of the public's ranking of the guiding principles.
- **Key Takeaways:** People placed a high value on addressing congestion along major roadways. This is likely connected to the traffic that travels on NC 49 through downtown Harrisburg.

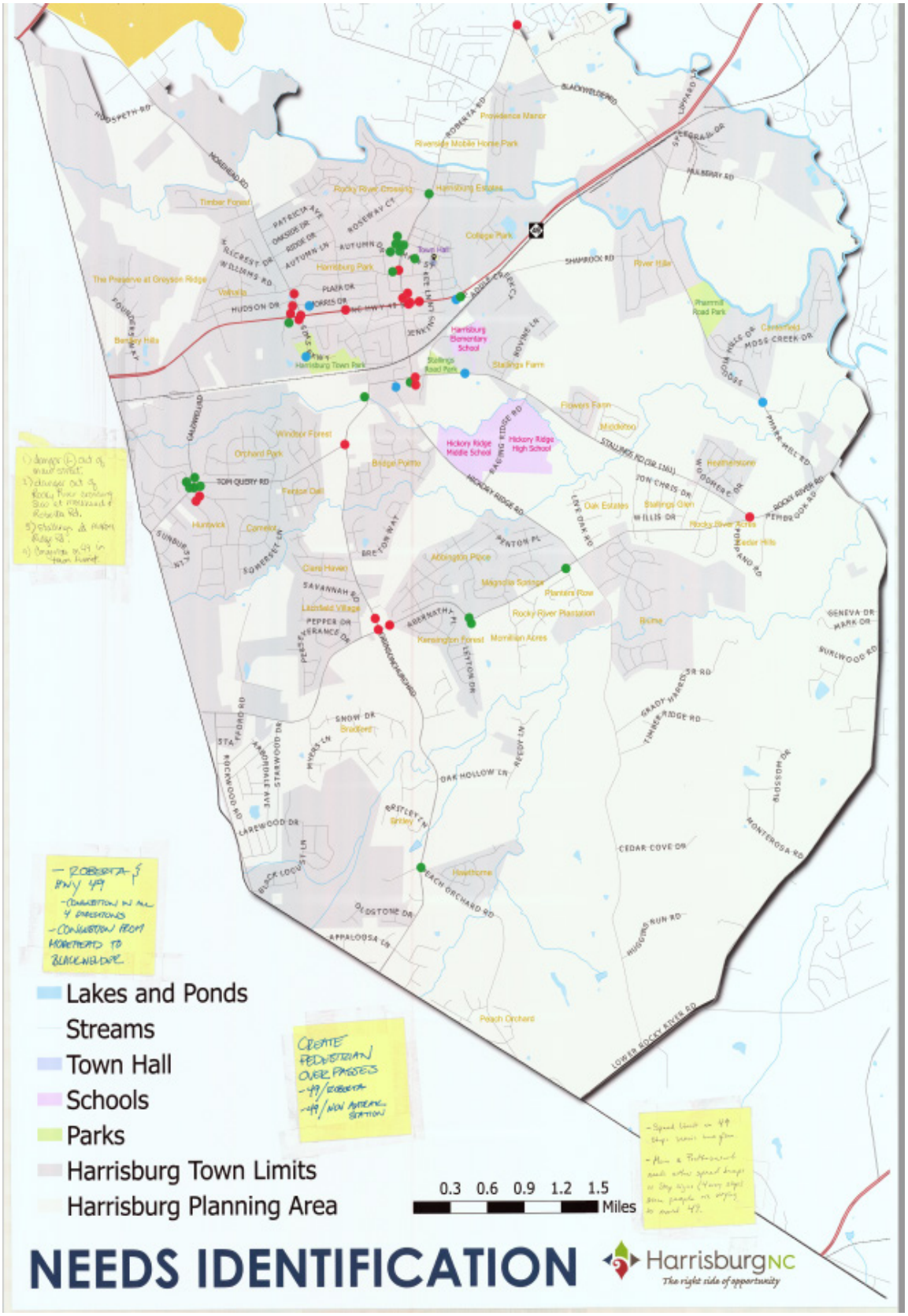
Guiding Principles	Total Respondents			Overall Rank
	Top Priority	Second Tier Priority	Third Tier Priority	
Address congestion along major roadways	11	4	0	**1**
Integrate land use decision making and transportation investment strategies	1	5	4	**2**
Foster a sense of place by offering options to walk or bike	2	3	1	**3**
Promote access to places outside the community	1	1	5	**4**
Ensure easy access, connectivity, safety for all modes of transportation	0	2	5	**5**

Needs Identification

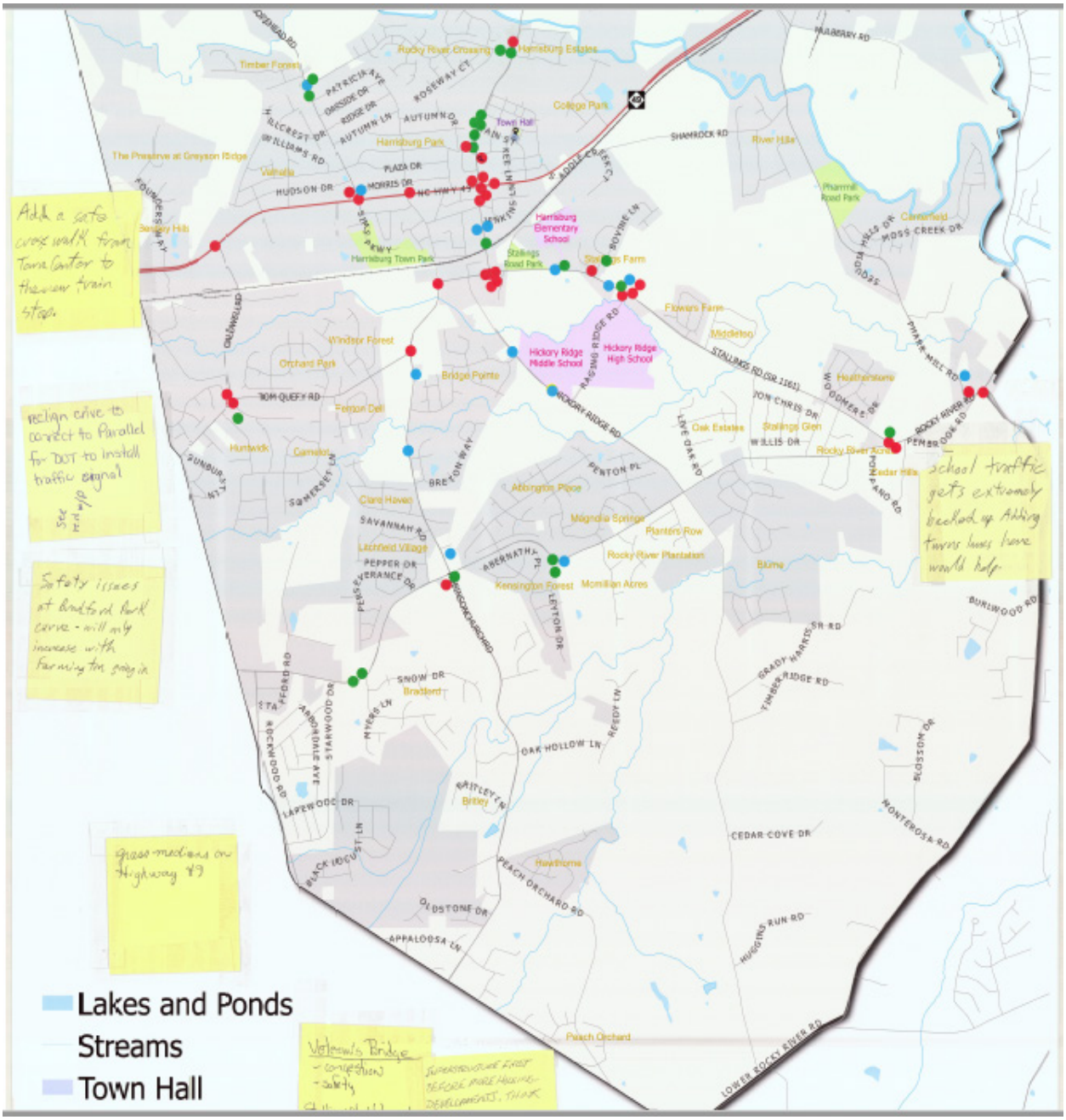
- **Intent:** Identify issues related to traffic flow, travel choices, and safety.
- **Description:** Participants viewed two maps and placed colored dots to note concerns with the transportation system. These dots represented traffic flow (i.e. congestion), travel choices (i.e. bicycle, pedestrian, and transit needs), and safety. Post-It notes were provided to encourage participants to provide specific feedback.
- **Outcome:** This exercise yielded specific areas and corridors in the study area that represent issues related to the guiding statements. While dots were placed throughout the map geography, clusters of dots emerged in certain areas where participants identified areas of greater concern. This information was compared with projects in past planning efforts to help shape preliminary recommendations.
- **Key Takeaways:** The predominant issues mentioned pertained to congestion issues on NC 49, NC 49 at Harrisburg Veterans and Roberta Road, and congestion related to school traffic, and safety on Roberta Road and Main Street, Tom Query Road and Caldwell Road, and safety on the curves on Rocky River Road. The third predominate issue was a lack of travel choices on NC 49, Hickory Ridge Road, and on Stallings Road.

Comments
Danger left out of Main Street
Danger out of Rocky Rover Crossing Subdivision at Morehead Road and Roberta Road
Danger on Stallings Road at Hickory Ridge Road
Congestion on NC 49 in town limit
Roberta Road at NC 49 has congestion in all four directions
Congestion on NC 49 from Morehead Road to Blackwelder Road
Create pedestrian overpasses at NC 49/Roberta Road and at NC 49 and the new Amtrak Station
Speed limit on NC 49 stops semitrucks too often
Main Street and Professional Boulevard need either speed bumps or stop signs (four-way stops) since people are trying to avoid NC 49
Add a safe crosswalk from the town center to the new train stop
Realign drive to connect to Parallel Drive for DOT to install traffic signal
Safety issues at Bradford Park curve - will only increase with Farmington going in
Grass medians on NC 49
School traffic gets extremely backed up. Adding turn lanes at Rocky River Road and Stallings Road would help.
Harrisburg Veterans Road bridge has congestion and safety issues
Infrastructure first before more housing developments

Needs Identification – Map 1



Needs Identification – Map 2



APPENDIX B

PUBLIC SURVEY SUMMARY

Survey Results Summary

As an element in the development of the Harrisburg Comprehensive Transportation Plan, an online survey was used to gain public feedback. The survey ran from October 24, 2019 to November 21, 2019. Information gathered from the survey will help to establish a vision for the transportation system in Harrisburg, identify needs and deficiencies, guide growth and development, recommend specific projects and strategies, and create an action plan for implementation. 201 individuals participated, navigating through a series of 18 questions both online and via a paper version made available at the public workshop. The questions were transportation oriented with an emphasis on common interests and future needs for the Town.

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Bicycle and Pedestrian.....7

Transit.....9

Vision & Objectives.....10

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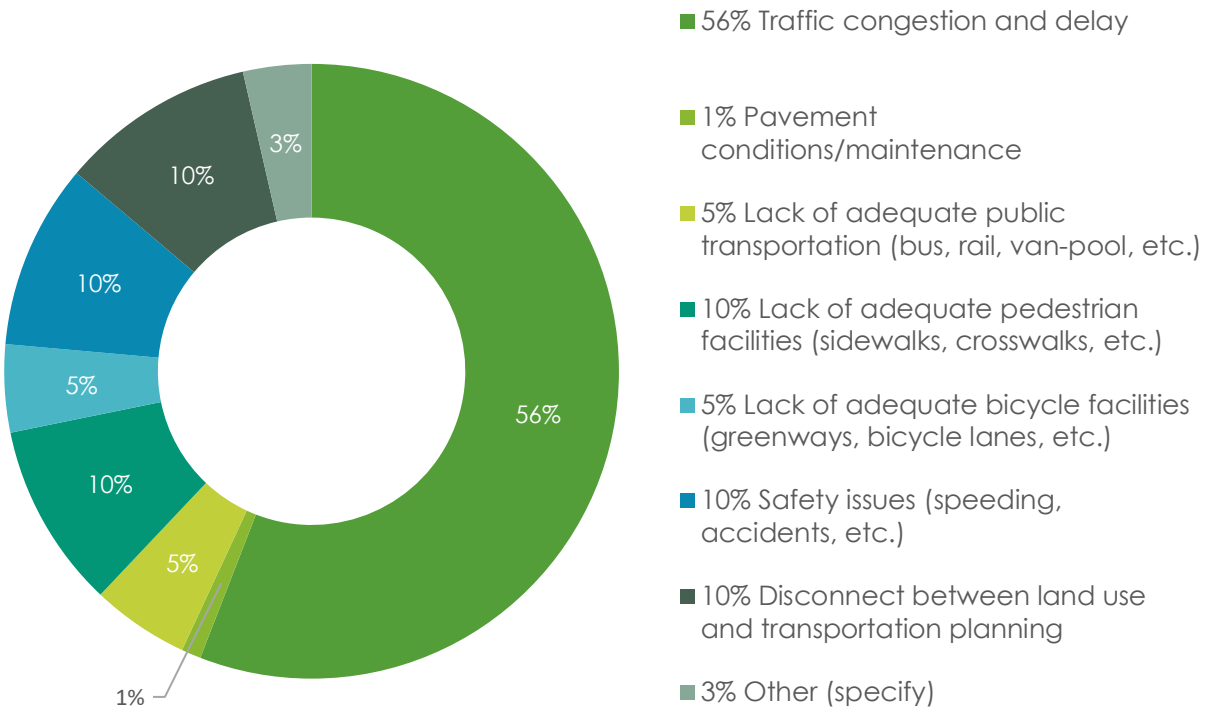
Survey Results

Transportation

General

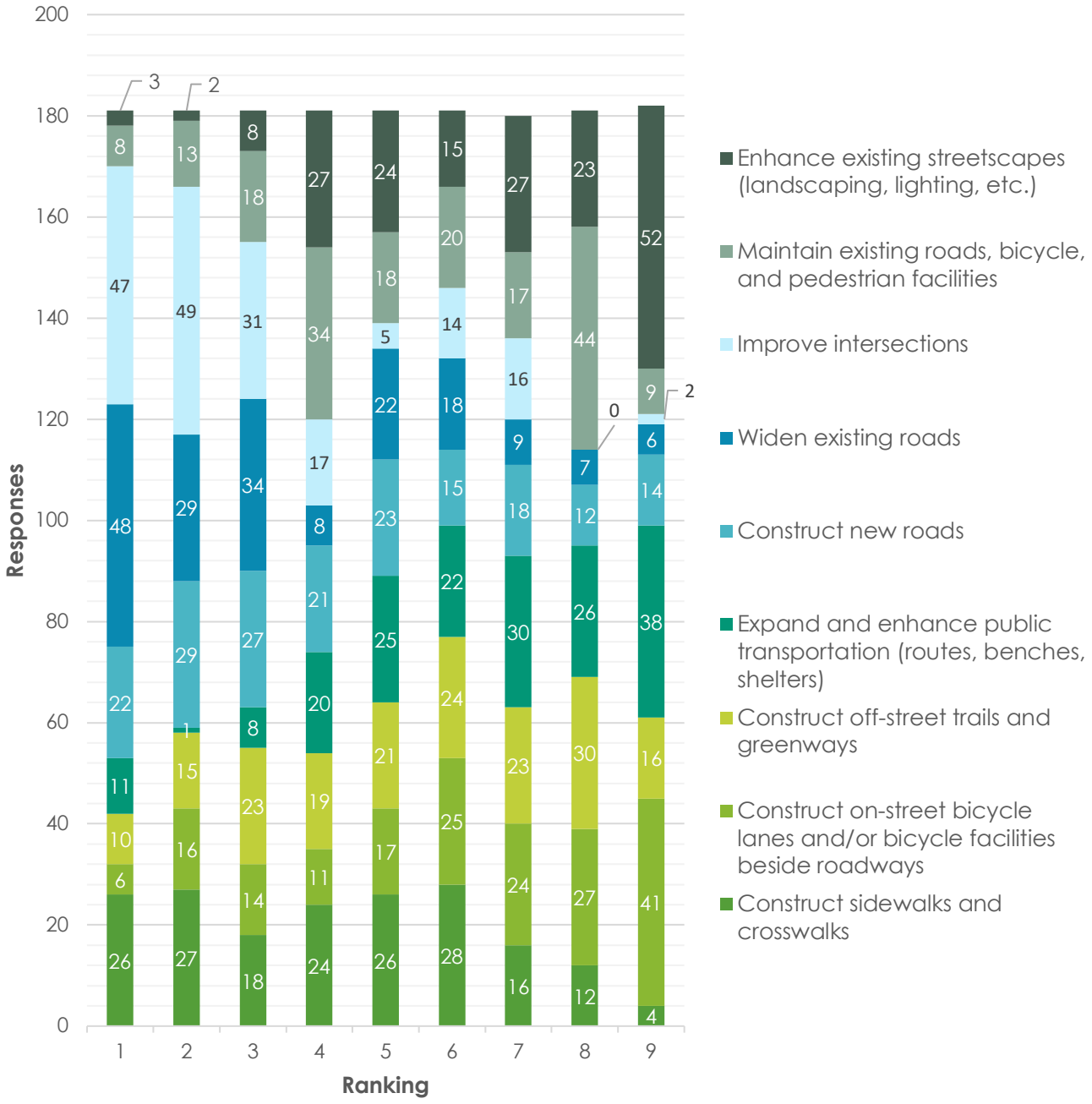
Question 1: What is the most important transportation issue facing Harrisburg? (check one)



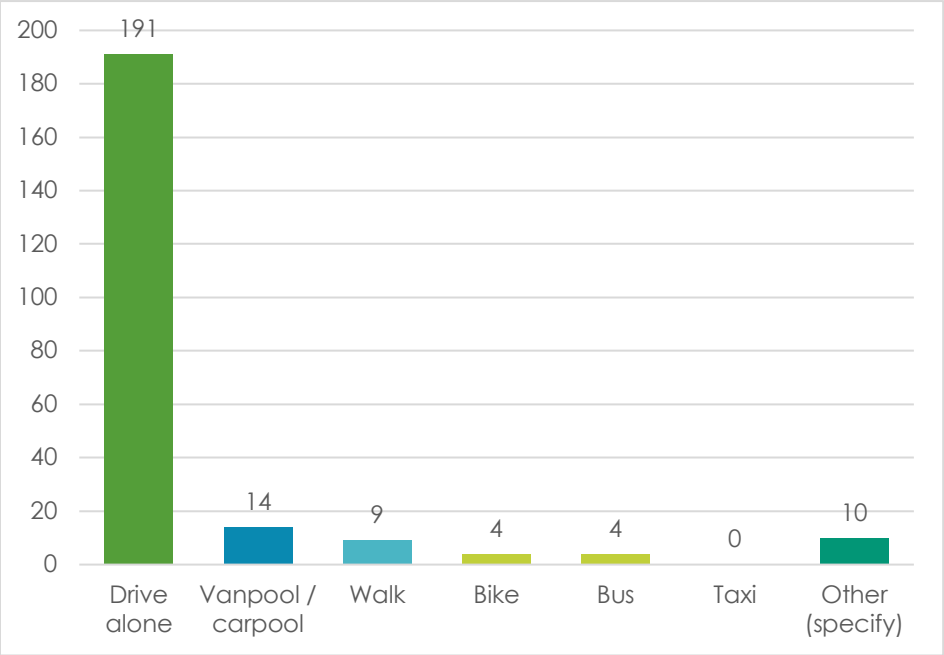
"Other" comments noted that Harrisburg experiences excessive development, and that there is a combination of lacking multi-modal facilities and unsafe driving habits. The comments also mentioned the need for focused transportation planning.

Question 2: How should your tax dollars be spent on transportation in Harrisburg? Number the options from 1-9 with 1 being the most important to you and 9 being the least important. (prioritize)

The graph below displays the number of responses each category (legend on the right) received in the respective ranking.



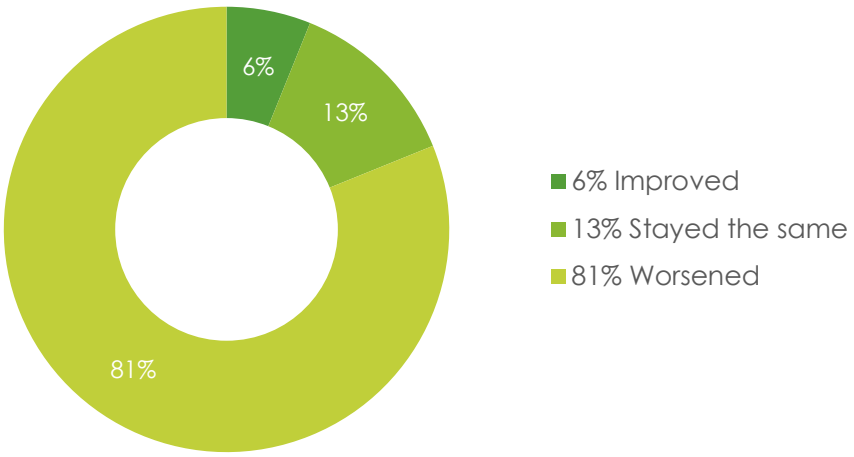
Question 3: What modes of transportation do you use to travel to work or school in a typical week? (check all that apply)



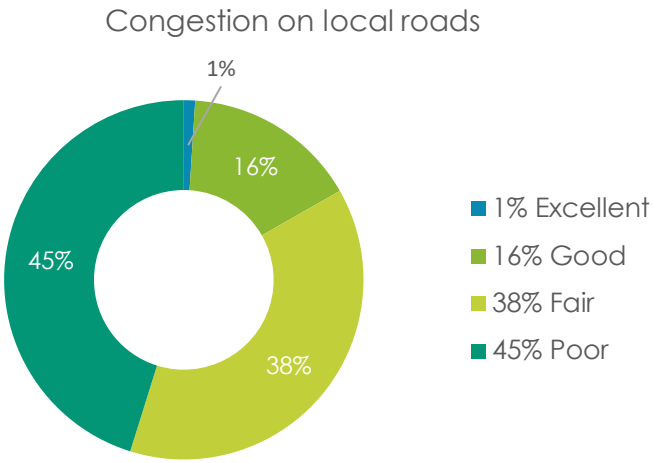
Several "other" responses noted that some people take the light rail and others work from home.

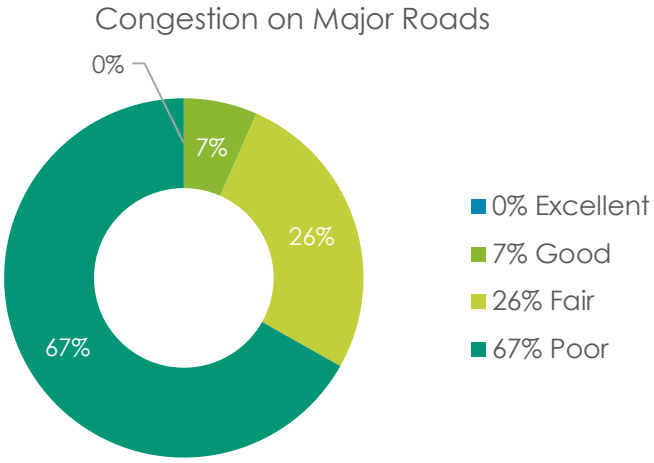
Roads

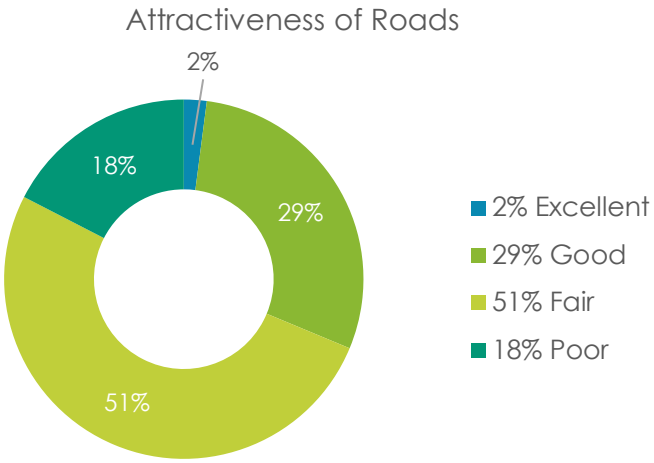
Question 4: In the last five years, has transportation improved, stayed the same, or worsened? (check one)

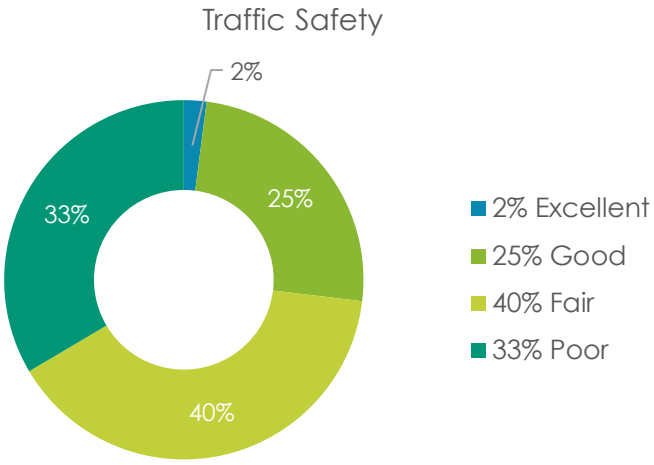


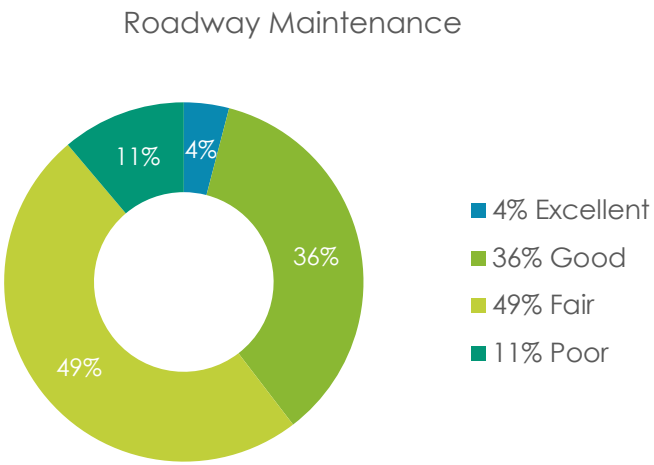
Question 5: Rate each of the following transportation conditions in Harrisburg out of these categories: Excellent, Good, Fair, Poor

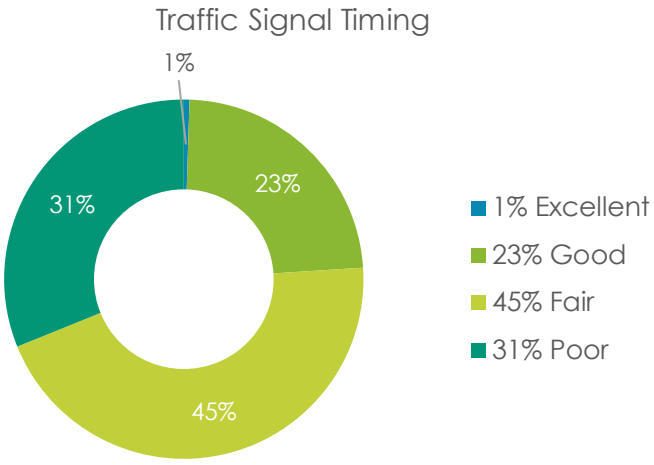






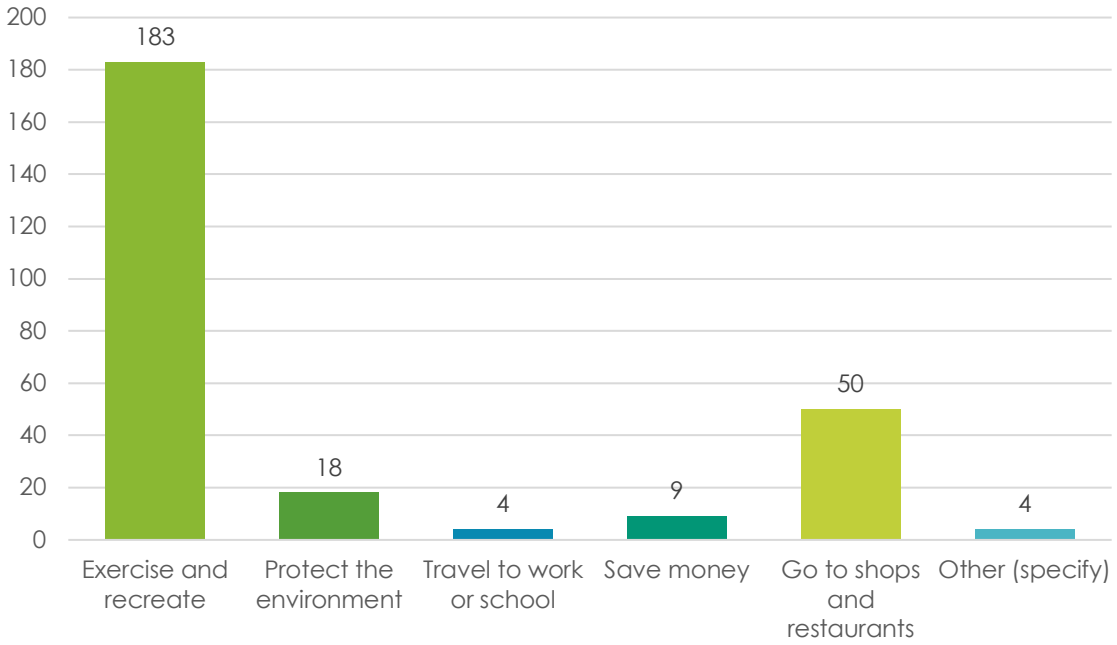

Traffic Safety
2%
25%
33%
40%
2% Excellent
25% Good
40% Fair
33% Poor


Roadway Maintenance
4%
36%
49%
11%
4% Excellent
36% Good
49% Fair
11% Poor

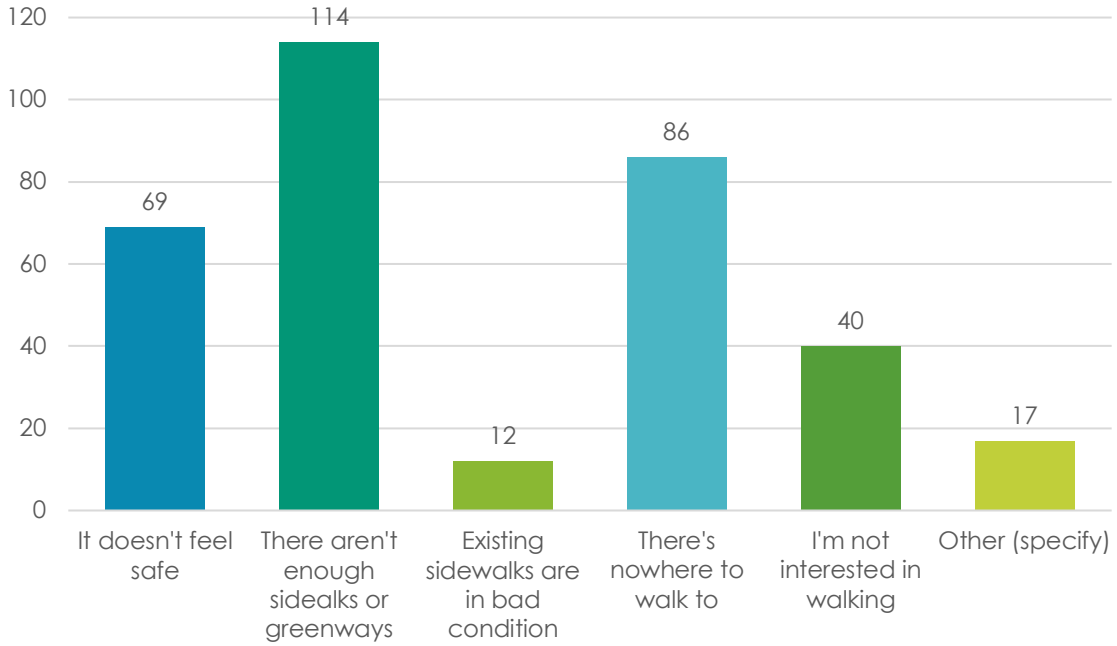

Traffic Signal Timing
1%
23%
45%
31%
1% Excellent
23% Good
45% Fair
31% Poor

Bicycle and Pedestrian

Question 6: When I walk, it's to… (check all that apply)

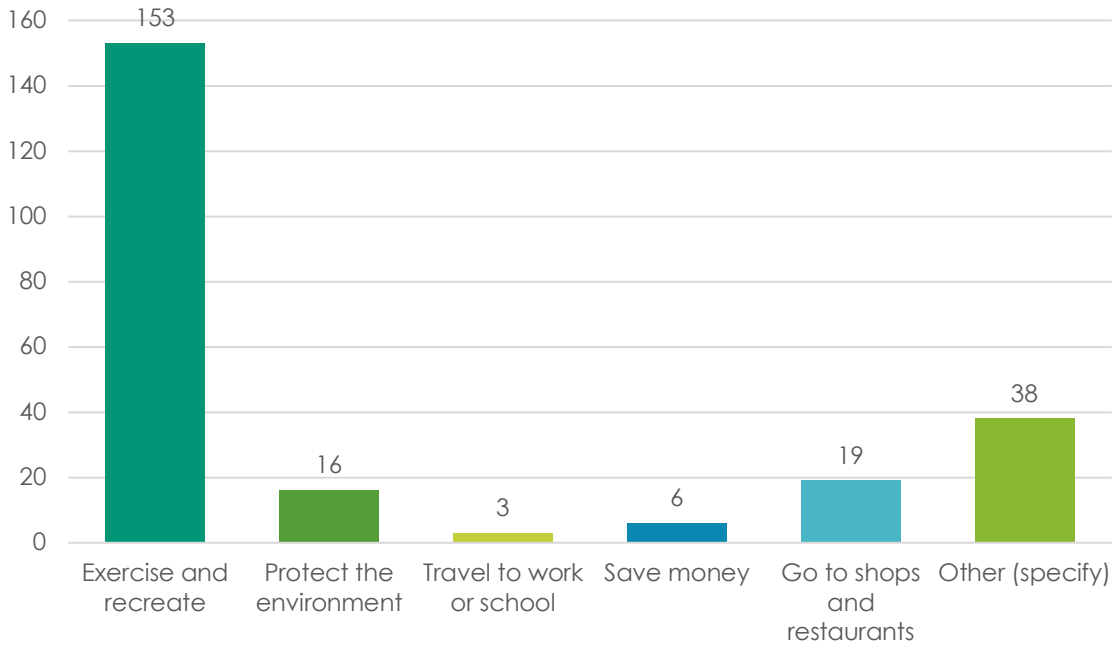


Question 7: When I don't walk, it's because… (check all that apply)



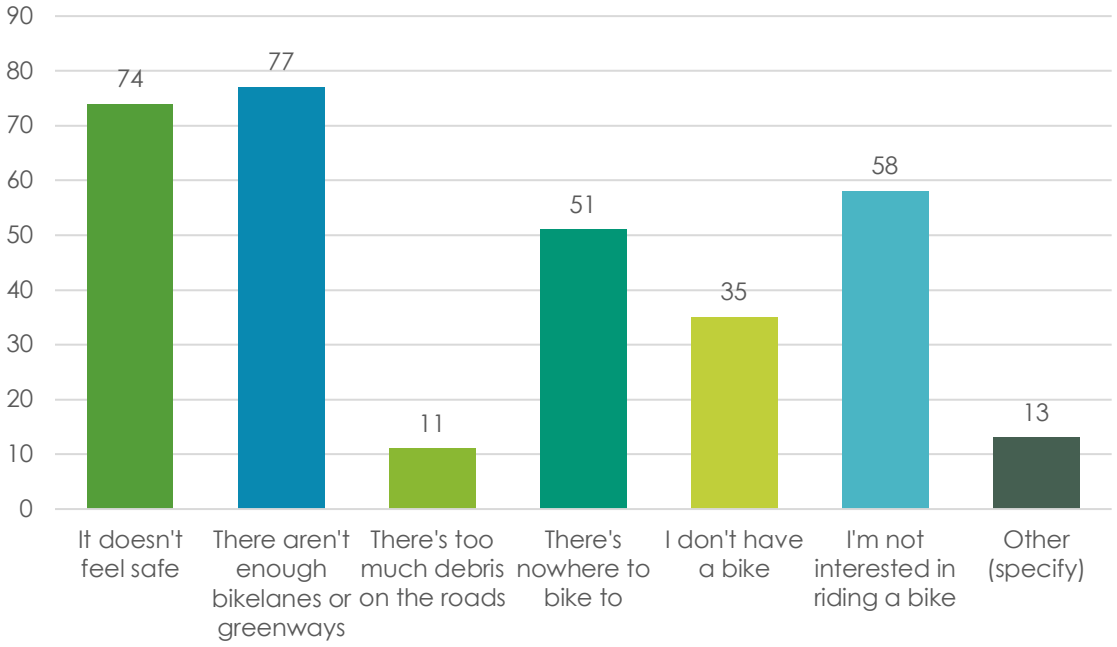
"Other" responses noted that there are not adequate facilities to walk and a lack of locations to walk to. Some respondents also noted that they are not in physical condition to walk.

Question 8: When I ride a bike, it's to… (check all that apply)



The majority of "other" comments noted that the responded does not ride a bike or does not own a bike

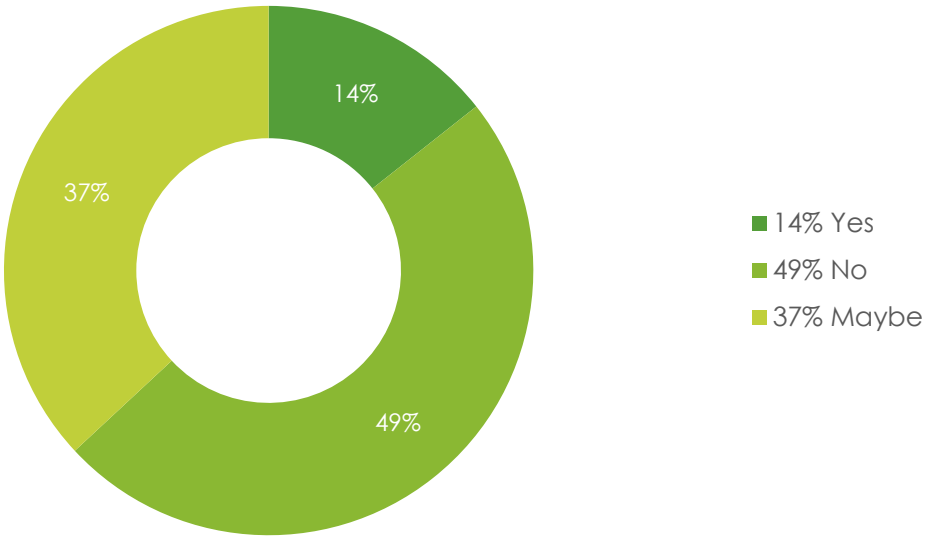
Question 9: When I don't ride a bike, it's because… (check all that apply)



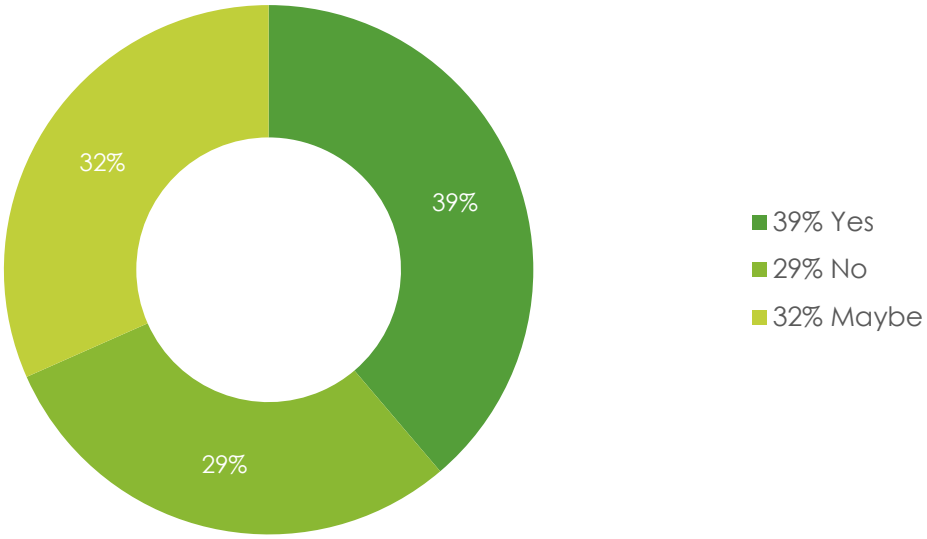
Respondents who wrote "other" comments noted that aggressive and unsafe driving inhibits. Other comments indicated that they did not feel bikes and cars should share the road.

Transit

Question 10: Would you like to use public transportation to get around Harrisburg? (check one)



Question 11: Would you like to use public transportation to get between Harrisburg and regional destinations? (check one)

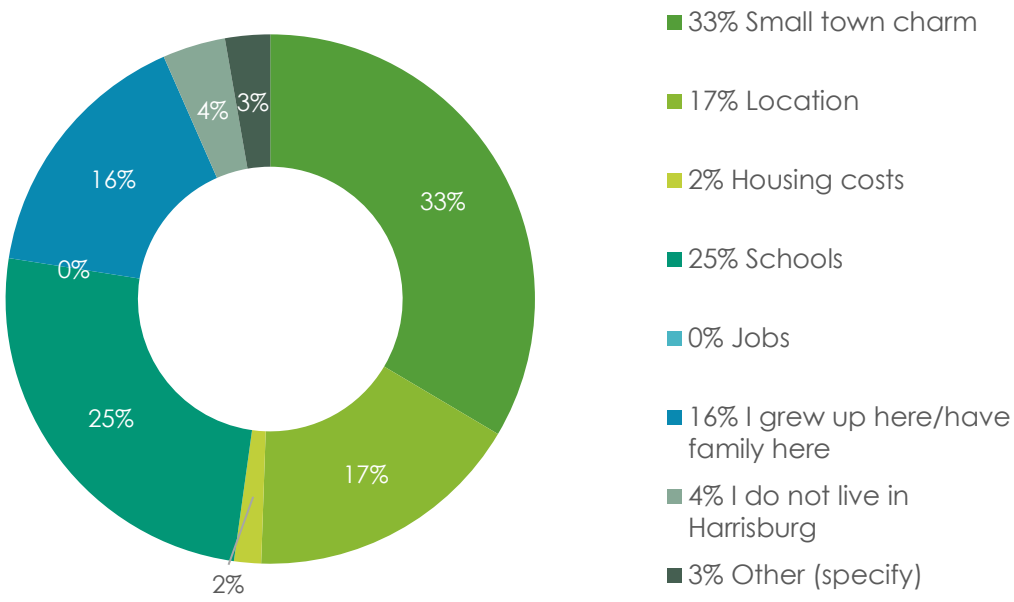


Vision & Objectives

Question 12: What is ONE WORD that describes your vision for Harrisburg in the future?

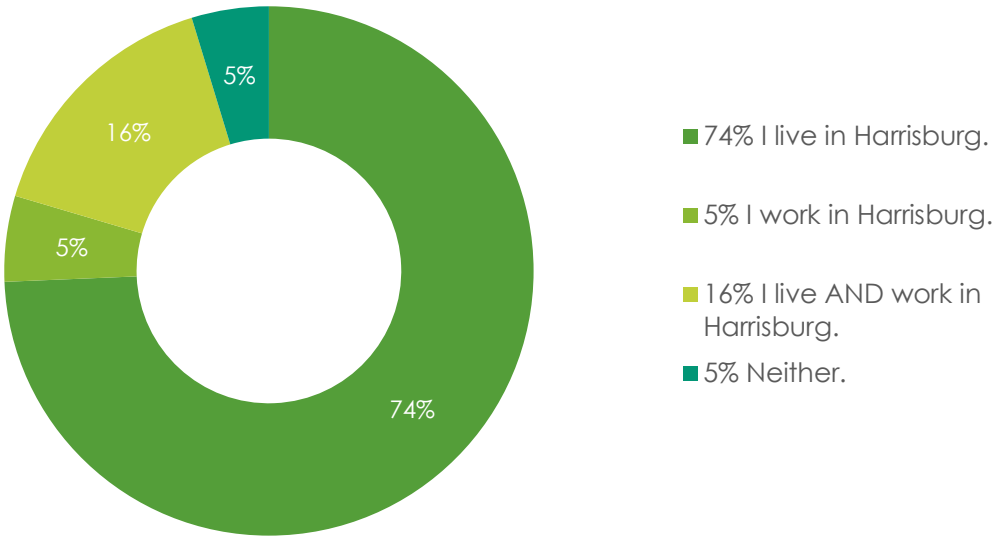
Responses with similar definitions were combined and one word was chosen to represent their meanings most accurately. Words in large font appeared more frequently than words in small font. Responses with more than one word were condensed into a single word.

Question 13: The main reason I choose to live in Harrisburg is: (select one)

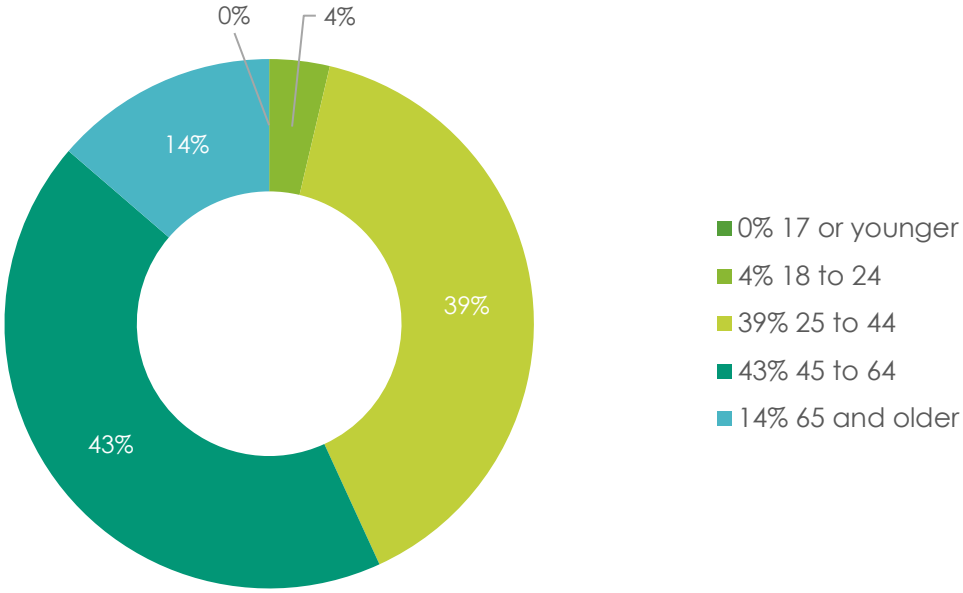


Demographics

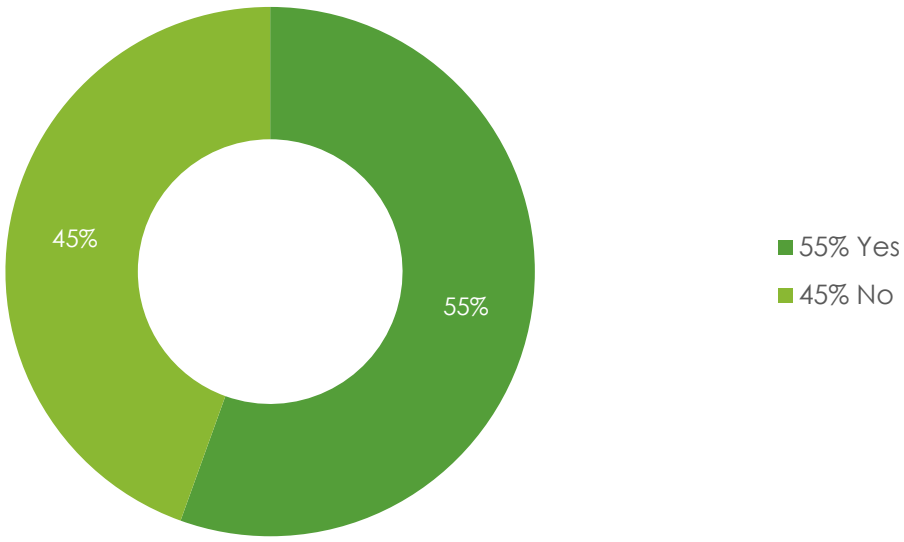
Question 14: Do you live and/or work in Harrisburg? (check one)



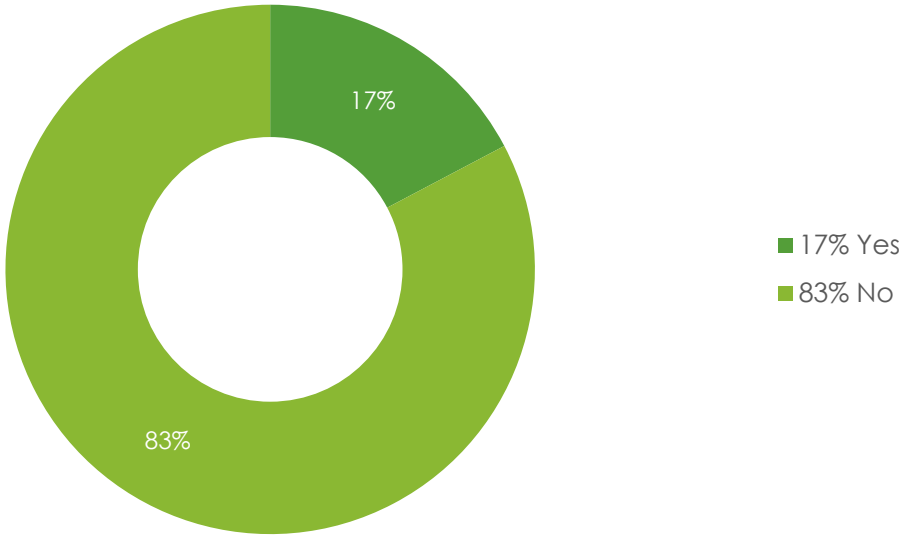
Question 15: Please choose your age group. (check one)



Question 16: Do any children under the age of 18 live in your household? (check one)



Question 17: Are you or any members of your household over the age of 65? (check one)



APPENDIX C

DRAFT DOCUMENT COMMENTS

#1

COMPLETE

Collector: Embedded Survey 1 (Website Survey)
Started: Tuesday, June 16, 2020 8:06:38 AM
Last Modified: Tuesday, June 16, 2020 8:18:32 AM
Time Spent: 00:11:53
IP Address: [redacted]

Page 1

Q1

Comments regarding the Community Transportation Plan DRAFT may be entered into the text box below. All comments are appreciated and will be taken into consideration.

I apprecaite the additional sidewalks and bike trails. The placed you have identified for them make sense. I hope that if there is "extra money" the possibility of adding sidewalks and bikelanes to other areas (connecting neighborhoods along Robinson Church Road to Harrisbburg Park & Rocky River Road, extending the proposed bikepath along Hickory Ridge to allow neighborhood access to Stallings Road Park, etc) will be considered.

Q2

Please provide your email address.

[redacted]

Q3

Please provide your name.

[redacted]

#2

COMPLETE

Collector: Embedded Survey 1 (Website Survey)
Started: Tuesday, June 16, 2020 1:20:54 PM
Last Modified: Tuesday, June 16, 2020 1:51:24 PM
Time Spent: 00:30:30
IP Address: [redacted]

Page 1

Q1

Comments regarding the Community Transportation Plan DRAFT may be entered into the text box below. All comments are appreciated and will be taken into consideration.

Love that the plan is addressing the needs of connecting walking and biking people with Harrisburg proper. This Covid time has shown us that we like to make our way around with our families on bikes, scooters, and by walking. The more we can connect neighborhoods and school areas by paths and sidewalks, the less traffic we will see on our roads. Too bad we couldn't get a pedestrian bridge over the train tracks to connect areas south of the new park complex with the park. Are we looking at ways to blend in with the Carolina ThreadTrail group?

Q2

Please provide your email address.

[redacted]

Q3

Please provide your name.

[redacted]

APPENDIX D

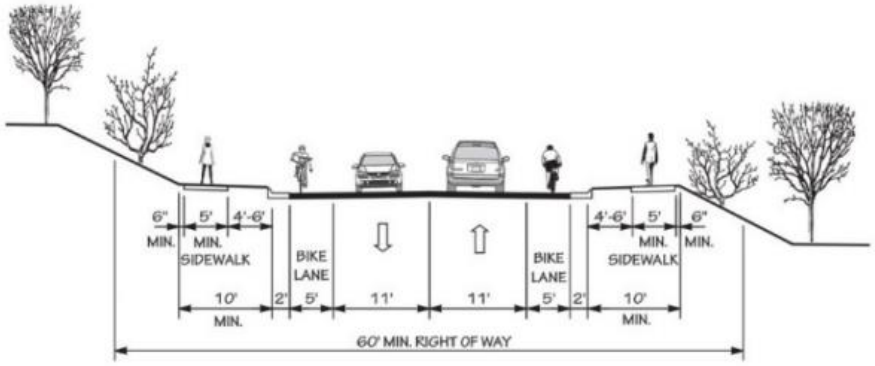
RECOMMENDED TYPICAL SECTIONS

HARRISBURG CTP

RECOMMENDED TYPICAL SECTIONS

TYPICAL SECTION No. 2E

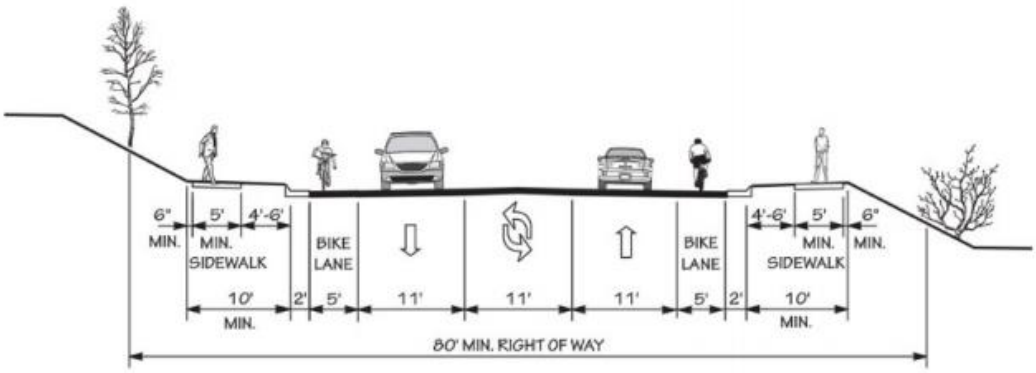
2 LANE UNDIVIDED WITH CURB & GUTTER, BIKE LANES, AND SIDEWALKS



POSTED SPEED 25-45 MPH

TYPICAL SECTION No. 3C

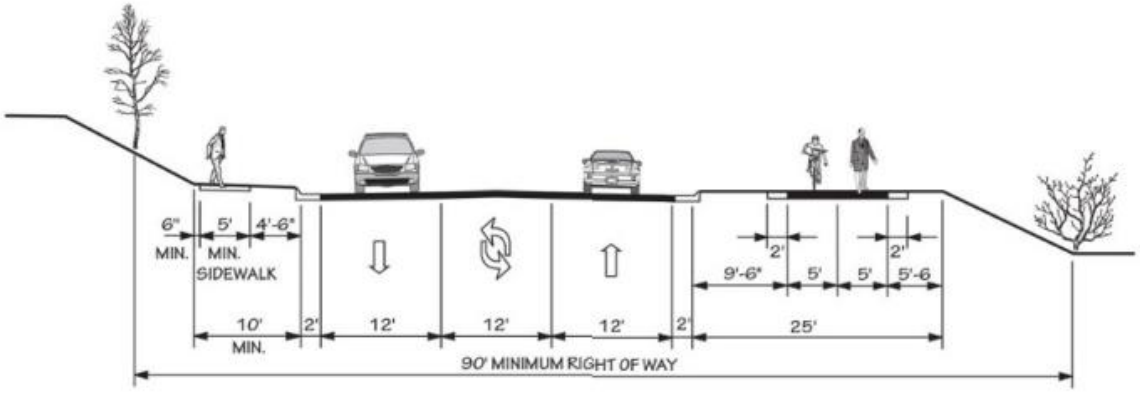
2 LANE WITH TWO WAY LEFT TURN LANE, CURB & GUTTER, BIKE LANES, AND SIDEWALKS



POSTED SPEED 25-45 MPH

TYPICAL SECTION No. 3E

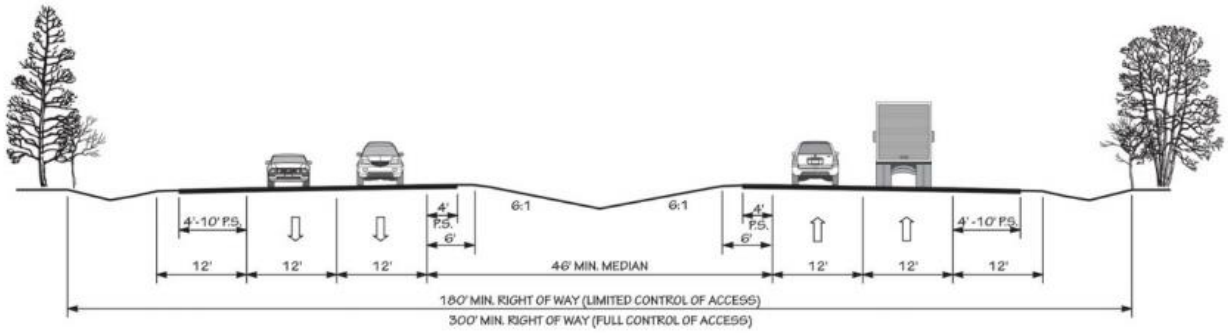
2 LANE WITH TWO WAY LEFT TURN LANE, CURB & GUTTER, SIDEWALKS, AND SIDEPATH



POSTED SPEED 25-45 MPH

TYPICAL SECTION No. 4A

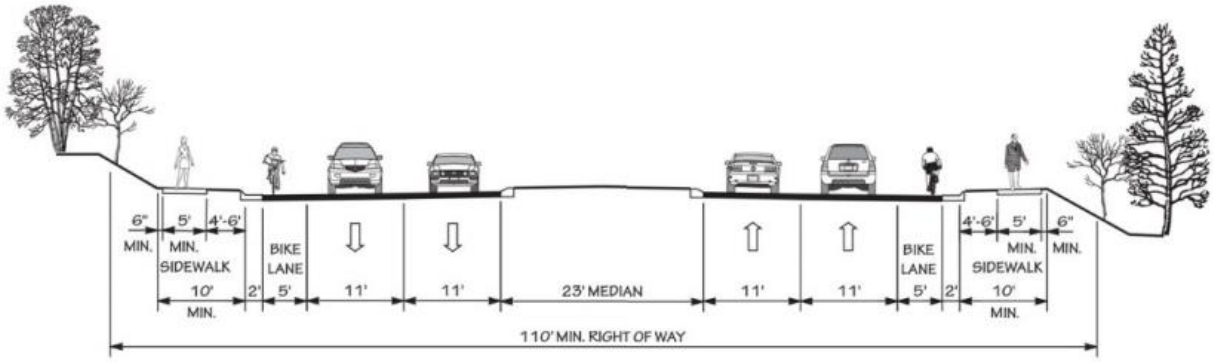
4 LANE DIVIDED (46' DEPRESSED MEDIAN) WITH PAVED SHOULDERS



POSTED SPEED 45-70 MPH

TYPICAL SECTION No. 4D

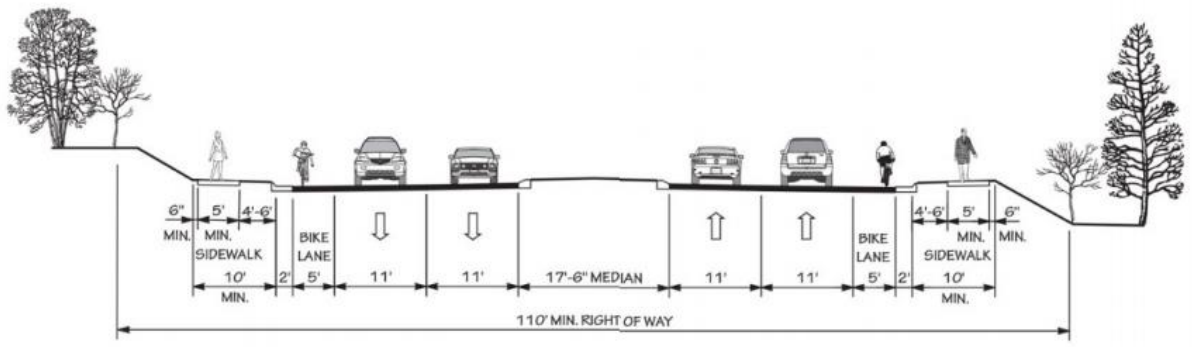
4 LANE DIVIDED (23' RAISED MEDIAN) WITH CURB & GUTTER, BIKE LANES, AND SIDEWALKS



POSTED SPEED 35-45 MPH

TYPICAL SECTION No. 4G

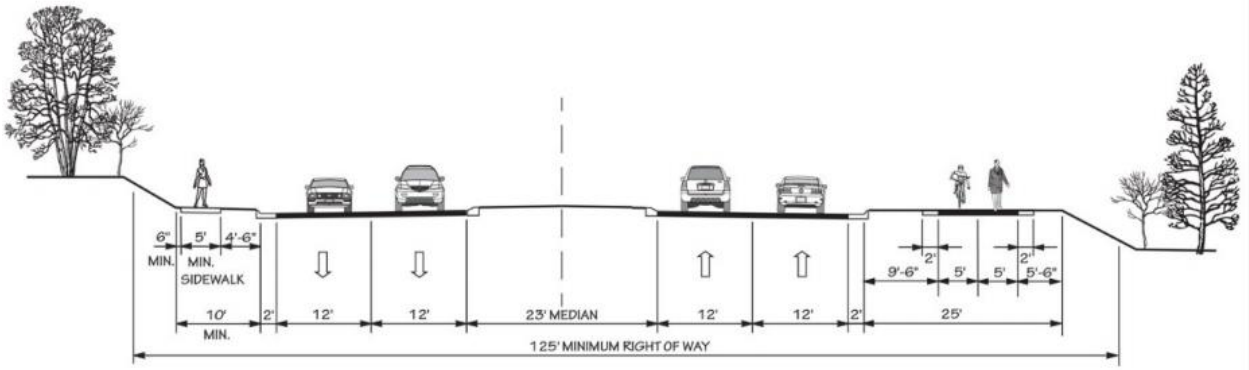
4 LANE DIVIDED (17'-6" RAISED MEDIAN) WITH CURB & GUTTER, BIKE LANES, AND SIDEWALKS



POSTED SPEED 35-45 MPH

TYPICAL SECTION No. 4J

4 LANE DIVIDED (23' RAISED MEDIAN)
WITH CURB & GUTTER, SIDEWALKS AND SIDEPATH



POSTED SPEED 35-45 MPH

APPENDIX E

PRIORITIZATION METHODOLOGY

Roadway Prioritization Methodology

The assessment of roadway projects for the Harrisburg CTP uses both quantitative and qualitative metrics. The following sections define each metric used in the prioritization process.

During the development of prioritization criteria, the relationship to the plan's guiding principles was closely considered. Each of the prioritization criteria responds to one or more guiding principles. The relationship between prioritization criteria and guiding principles is detailed below.

Prioritization Criteria	***Applicable Guiding Principles***	
Crash History	Ensure easy access, connectivity, safety for all modes of transportation.	
Existing Volume to Capacity Ratio	Address congestion along major roadways	
Volume to Capacity Reduction	Address congestion along major roadways	Promote access to places outside the community
Critical Connections	Ensure easy access, connectivity, safety for all modes of transportation.	Integrate land use decision making and transportation investment strategies
Bike/Ped Provisions	Foster a sense of place by offering options to walk or bike	Ensure easy access, connectivity, safety for all modes of transportation.
Freight Route	Promote access to places outside the community	
Outreach Score	All guiding principles	
Benefit/Cost	All guiding principles	

Quantitative Measures

Crash History

To help address existing safety concerns, crash data from 2014 and 2018 will be analyzed based on the NCDOT Planning Level Section Safety Scoring Data. The Planning Level Section Safety Scoring methodology looks at crash density, crash severity, and the critical crash rate ratio. The project areas with higher scores are considered to have poorer safety performance.

Safety Score < 33	0.25 points
33 < Safety Score < 66	0.5 points
Safety Score > 66	1 point

Existing Volume to Capacity Ratio

The existing V/C for each linear project will be obtained from the Metrolina Model and scaled using a point system. For new location roadways, parallel facilities that would be improved by the project will be identified by Town staff, and the V/C of the parallel facility used. The scoring system is defined below.

V/C < 0.6 (Not Congested)	0 points
0.6 < V/C < 0.8 (Moderately Congested)	0.5 points
V/C > 0.8 (Highly Congested)	1.0 point

Volume to Capacity Reduction

Each linear project is scored based on the volume-to-capacity reduction from the model's base year to the horizon year. Existing year V/C ratios will be obtained using the approved Metrolina Model base year model network combined with future year socio-economic data. Future year V/C ratios will be obtained from a future year full build-out model.

The project with the highest V/C reduction will be assigned a score of 1, with a relative project score assigned to the other projects.

Qualitative Measures

Critical Connections

Critical connections serve or provide new linkages for emergency services, schools, community facilities (e.g. parks), and potential activity centers (e.g. Mixed Use and Mixed Use Centers as identified in the Harrisburg Area Land Use Plan).

Projects classified as critical connections will receive a score of 1, while other projects will receive a score of 0.

Freight Route

Projects will receive a score of 1 if they are located on a designated freight route. Projects will receive a score of 0 if they are not located on a designated freight route.

Bike/Ped Provision

Projects will receive a score of 1 if they accommodate both bicyclists and pedestrians via a multiuse path, or combination of on-street bike facilities and a sidewalk. Projects that accommodate only pedestrians will be given a score of 0.5, and projects that do not provide for bicycles and pedestrians will be given a score of 0.

Outreach Score

Projects will be awarded points between 0-1 based on public feedback, obtained through in-person meetings or the online survey. 0 points will be awarded for no public feedback, 0.5 points will be awarded for low levels of public feedback, and 1 point will be awarded for moderate to high levels of public feedback.

Value/Cost

The prioritization criteria outlined in this methodology are all structured to reflect values of the project's implementation. The total value score obtained through this process will be divided by the estimated project cost to obtain a value/cost score. The project with the top value/cost score will receive a point value of 1, with a relative project score assigned to other projects.

Following the completion of this analysis, the outcome of this process may be further separated to differentiate between projects under $1 million and projects $1 million or over. This will be done if the outcomes appear to group projects strongly by their costs rather than values.

Prioritization Results

The prioritization process is a tool for decision-making by Town staff and elected officials. As such, weighting factors are not assigned to each criterion. Results from the prioritization process will be displayed in tabular form, allowing for easy comparison of the factors in each project. Kimley-Horn will consider the unweighted priorities to develop a draft list of near-term, mid-term, and long-term priority projects. Projects will be intentionally presented in groups rather than a scored list to show that all projects in a grouping can be considered for implementation.

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Resolution to Surplus Old Fire Station #2

Presenting Personnel:
Brian Lee, Finance Director

Suggested Motion or Action:
If initiating sale:
Motion to approve the attached resolution to surplus old Fire Station #2 property and to direct staff to list the property for sale using the upset bid process.

Description/Background:
Following the July Council meeting action item requested by the Town Council, the Town engaged with Integra Realty Resources, a Charlotte-based real estate valuation, counseling, and advisory firm specializing in commercial property appraisals. Integra was asked to produce a report that would provide the current and near-term market conditions affecting the probable ease of sale and approximate market price of the property from both a residential and commercial perspective.

The full appraisal report is attached for reference.

The appraisal considers the current building as negligible in coming to a value on the property, and thus, valued the property on a land-only basis. Other factors affecting the commercial value negatively include the lack of sewer infrastructure on or nearby the property.

Land only values:
-Commercial Use (including current zoning of O/I) - $265,000
-Residential Use - $65,000

The Town also requested a property evaluation and sales proposal by One Alliance Companies, which is also attached. There is already considerable interest in the property under its current O-I zoning and there is also firm interest in rezoning the property for commercial use. The agents with One Alliance have proposed listing the property above $400,000 for its current zoning classification of O-I and even higher if rezoned for commercial activity. Conversation held with these interested parties substantiates the listing price in the proposal of $475,000.

The Council should determine their priorities when deciding how to list the property (residential versus commercial) and deciding the future use desired for the property. The following are considerations:
1. Extract as much value as possible for the Town from the sale
2. Convert a Town-owned property into a property tax generating property
3. Duty to surplus Town-owned assets that are not in service and have a residual value
4. The building is currently being used for Fire Department and Parks and Recreation storage

5. Future use of the property. Is it in compliance with the HALUP?
- The current zoning for the lot is O/I - Office and Institutional
- "Low density residential" parcels surround the property and align with the expected use for this area in the HALUP and Future Land Use Map in the UDO

6. If the zoning is left as O/I, or is rezoned to Commercial, there are limitations to the types of uses/businesses that can locate on the property. Some of these allowable uses may be more/less desirable than others

Recommendation:

Staff is providing the information to the Town Council for consideration based on the request from Council.
If Council knows how they wish the property to be used moving forward, staff recommends approval of the attached resolution to surplus the property and authorize One Alliance Companies and staff to list the property for sale following the upset bid process.

Fiscal Impact:

The Town has the opportunity to sell the property ranging in price from below $100,000 to over $400,000, depending on the zoning of the property. Once sold, the property will contribute property tax revenue that is currently not assessed on the Town-owned property. The proceeds from the sale will fund the Capital Reserve Fund - General Fund, unless directed elsewhere within the General Fund by Council action.

Attachments:

1. Resolution - Fire Station 2 Surplus 09142020
2. Harrisburg Fire Station #2 - 9045 Rocky River Rd - Appraisal
3. Harrisburg Fire Station #2 - 9045 Rocky River Rd - Proposal

Harrisburg NC
The right side of opportunity

A RESOLUTION AUTHORIZING UPSET BID PROCESS OF THE TOWN OF HARRISBURG, NORTH CAROLINA

WHEREAS, the Town of Harrisburg owns certain property, Old Fire Station #2 located at 9045 Rocky River Rd. Harrisburg, NC 28075; and

WHEREAS, North Carolina General Statute § 160A-269 permits the Town to sell property by upset bid, after receipt of an offer for the property; and

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF HARRISBURG RESOLVES THAT:

1. The Town Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

2. The Town Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Town Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town Council.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first $1,000.00 of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The Town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that
    a. the Town Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and
    b. the buyer must pay with cash at the time of closing.

8. The Town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Adopted September 14, 2020.

_____
Steve Sciascia, Mayor

ATTEST:

_____
Janet Rackley, Town Clerk

Integra Realty Resources
Charlotte

Appraisal of Real Property

1.38-Acre Tract
Land Property
9045 Rocky River Road
Harrisburg, Cabarrus County, North Carolina 28075
Client Reference: Former Harrisburg Fire Department

Prepared For:
Town of Harrisburg

Effective Date of the Appraisal:
August 3, 2020

Report Format:
Appraisal Report – Standard Format

IRR - Charlotte
File Number: 105-2020-1199

1.38-Acre Tract
9045 Rocky River Road
Harrisburg, North Carolina

Integra Realty Resources
Atlanta | Charlotte | Raleigh | Richmond |
Columbia | Greensboro | Charleston

214 W. Tremont Avenue
Suite 200
Charlotte, NC 28203

T 704.376.0295
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www.irr.com

August 24, 2020

Mr. Brian T. Lee, CPA, CLGFO
Finance Director
Town of Harrisburg
4100 Main Street, Suite 101
Harrisburg, NC 28075

SUBJECT: Market Value Appraisal
1.38-Acre Tract
9045 Rocky River Road
Harrisburg, Cabarrus County, North Carolina 28075
Client Reference: Former Harrisburg Fire Department
IRR - Charlotte File No. 105-2020-1199

Dear Mr. Lee:

Integra Realty Resources – Charlotte is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value "as is" of the fee simple interest in the property. The client requested a value of the property under two scenarios: assuming commercial zoning and assuming residential zoning. The client for the assignment is the Town of Harrisburg, and the intended use is for internal valuation and potential disposition purposes.

The subject is a parcel containing 1.38 acres. The parcel is improved with a former fire station building which contains 3,600 gross square feet and was constructed in 1977. The existing improvements are considered to be a special purpose property. It is our opinion that the existing improvements are fully depreciated, an underutilization of the site, and offer no contributory value to the property. The subject is zoned O-I, Office-Institutional District, by the Town of Harrisburg.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinions of value are as follows:

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is - Commercial Use	Fee Simple	August 3, 2020	$255,000
Market Value As Is - Residential Use	Fee Simple	August 3, 2020	$65,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The acreage utilized in the report is reliable and correct.
2. One valuation scenario in the appraisal is based on the assumption of a rezoning to allow residential use.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

As of the date of value, the economy (globally, nationally, and locally) was in a state of rapid transition with a widespread expectation of the imminent onset of a significant recession. The outbreak of COVID-19 (coronavirus disease of 2019) in China was declared a global pandemic by the World Health Organization (WHO) on March 11, 2020. Some market deterioration had occurred shortly before this date, but the declaration by the WHO soon led to municipal and statewide orders to "shelter in place," causing widespread closures of businesses and a massive disruption to general commerce. The status of economic conditions is changing rapidly, creating great uncertainty in the markets. Our analysis of these and related issues is presented in the attached report. The value expressed herein represents our opinion based on the best available data reflective as of the date of value. While values are always subject to change over time, we caution the reader that in the current economic climate, market volatility creates the potential for a more significant change in value over a relatively short period of time.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - CHARLOTTE

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NC Certificate # A6825
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Summary of Salient Facts and Conclusions

Property Name	1.38-Acre Tract
Address	9045 Rocky River Road
	Harrisburg, Cabarrus County, North Carolina 28075
Property Type	Land - Residential
Owner of Record	Town of Harrisburg
Tax ID	55066591720000
Client Reference	Former Harrisburg Fire Department
Land Area	1.38 acres; 60,113 SF
Zoning Designation	O-I, Office-Institutional District
Highest and Best Use - As if Vacant	Office use
Highest and Best Use - As Improved	Redevelopment for office use
Exposure Time; Marketing Period	6 to 12 months; 6 to 12 months
Date of the Report	August 24, 2020

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is - Commercial Use	Fee Simple	August 3, 2020	$255,000
Market Value As Is - Residential Use	Fee Simple	August 3, 2020	$65,000

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Town of Harrisburg may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The acreage utilized in the report is reliable and correct.
2. One valuation scenario in the appraisal is based on the assumption of a rezoning to allow residential use.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

General Information

Identification of Subject

The subject is a parcel containing 1.38 acres. The parcel is improved with a former fire station building which contains 3,600 gross square feet and was constructed in 1977. The existing improvements are considered to be a special purpose property. It is our opinion that the existing improvements are fully depreciated, an underutilization of the site, and offer no contributory value to the property. The subject is zoned O-I, Office-Institutional District, by the Town of Harrisburg. A legal description of the property is in the addenda.

Property Identification	
Property Name	1.38-Acre Tract
Address	9045 Rocky River Road
	Harrisburg, North Carolina 28075
Tax ID	55066591720000
Owner of Record	Town of Harrisburg

Land Area Summary

Tax ID	Real Property ID	SF	Acres
55066591720000	01-024-0023.30	60,113	1.38

Source: Tax records as a survey was not provided and the legal description in the deed is dated.

The legal description in the deed indicates that the site contains 1.386 acres based on a survey prepared in 1976, which is dated and may no longer be accurate. Tax records indicate that the site contains 1.38 acres which we have relied upon and assume to be correct. We recommend that a current boundary survey be prepared for the site.

Sale History

The most recent deed of acquisition is summarized as follows:

Sale Date	September 6, 2006
Seller	Harrisburg Volunteer Fire Department and Rescue, Inc.
Buyer	Town of Harrisburg
Sale Price	$0
Recording Instrument Number	Deed Book 7003, Page 347, of the Cabarrus County public records

The above transaction was between quasi-related entities and was not arm’s length.

To the best of our knowledge, no sale or transfer of ownership has taken place within a five-year period prior to the effective appraisal date.

Pending Transactions

To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

However, it is our understanding that the owner will potentially list the subject site for sale in the near future.

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the market value "as is" of the fee simple interest in the property as of the effective date of the appraisal, August 3, 2020. The client requested a value of the property under two scenarios: assuming commercial zoning and assuming residential zoning. The date of the report is August 24, 2020. The appraisal is valid only as of the stated effective date or dates.

Definition of Market Value

Market value is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of As Is Market Value

As is market value is defined as, "The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date."

(Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal,* 6th ed. (Chicago: Appraisal Institute, 2015)*; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77471)*

Definition of Property Rights Appraised

Fee simple estate is defined as, "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Intended Use and User

The intended use of the appraisal is for internal valuation and potential disposition purposes. The client and intended user is the Town of Harrisburg. The appraisal is not intended for any other use or user. No other parties may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations.

Report Format

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

We use only the sales comparison approach in developing an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

M. Kyle Winters, MAI, ASA made an interior and exterior inspection of the subject on August 3, 2020. John D. Scott, Jr., MAI did not inspect the subject, but did review the report.

Significant Appraisal Assistance

No one provided significant real property appraisal assistance to the persons(s) signing this certification.

Economic Analysis

The reader is reminded that the demographics presented on this and the following pages were gathered during the period that preceded the COVID-19 pandemic and imminent recession. The data provides useful information for purposes of considering the population and economy of the local area under stabilized market conditions. However, job losses, unemployment (overall and in different sectors), impaired commerce, and reduced income levels will result in demographic statistics after February 2020 that do not follow the stabilized trend that would have been expected based only on a review of data through 2019 and the first few weeks of 2020.

Cabarrus County Area Analysis

Cabarrus County is located in North Carolina. It is approximately 362 square miles in size and has a population density of 599 persons per square mile. Cabarrus County is part of the Charlotte-Concord-Gastonia, NC-SC Metropolitan Statistical Area, hereinafter called the Charlotte MSA, as defined by the U.S. Office of Management and Budget.

Population

Cabarrus County has an estimated 2020 population of 216,845, which represents an average annual 2.0% increase over the 2010 census of 178,011. Cabarrus County added an average of 3,883 residents per year over the 2010-2020 period, and its annual growth rate exceeded the State of North Carolina rate of 1.0%.

Looking forward, Cabarrus County's population is projected to increase at a 1.5% annual rate from 2020-2025, equivalent to the addition of an average of 3,279 residents per year. Cabarrus County's growth rate is expected to exceed that of North Carolina, which is projected to be 1.0%.

Population Trends

	Population			Compound Ann. % Chng	
	2010 Census	2020 Estimate	2025 Projection	2010 - 2020	2020 - 2025
Cabarrus County, NC	178,011	216,845	233,238	2.0%	1.5%
North Carolina	9,535,483	10,545,270	11,084,066	1.0%	1.0%
United States	308,745,538	330,342,293	341,132,738	0.7%	0.6%

Source: Environics Analytics

Employment

Total employment in Cabarrus County is currently estimated at 76,591 jobs. Between year-end 2009 and the present, employment rose by 13,736 jobs, equivalent to a 21.9% increase over the entire period. There were gains in employment in eight out of the past ten years despite the national economic downturn and slow recovery. Cabarrus County's rate of employment growth over the last decade surpassed that of North Carolina, which experienced an increase in employment of 18.3% or 697,243 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Cabarrus County unemployment rate has been slightly lower than that of North Carolina, with an average unemployment rate of 6.9% in comparison to a 7.1% rate for North Carolina. A lower unemployment rate is a positive indicator.

Recent data shows that the Cabarrus County unemployment rate is 3.4% in comparison to a 3.7% rate for North Carolina, a positive sign for Cabarrus County economy but one that must be tempered by the fact that Cabarrus County has underperformed North Carolina in the rate of job growth over the past two years.

Employment Trends

	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
Year	Cabarrus County	% Change	North Carolina	% Change	Cabarrus County	North Carolina
2009	62,855		3,804,059		11.0%	10.6%
2010	62,331	-0.8%	3,835,921	0.8%	11.6%	10.9%
2011	63,368	1.7%	3,889,178	1.4%	10.4%	10.3%
2012	65,768	3.8%	3,969,167	2.1%	9.0%	9.3%
2013	67,169	2.1%	4,044,954	1.9%	7.6%	8.0%
2014	69,223	3.1%	4,142,253	2.4%	5.8%	6.3%
2015	71,636	3.5%	4,249,766	2.6%	5.2%	5.7%
2016	77,767	8.6%	4,324,044	1.7%	4.6%	5.1%
2017	78,434	0.9%	4,389,335	1.5%	4.1%	4.5%
2018	80,354	2.4%	4,462,517	1.7%	3.6%	4.0%
2019*	76,591	-4.7%	4,501,302	0.9%	3.6%	3.9%
Overall Change 2009-2019	13,736	21.9%	697,243	18.3%		
Avg Unemp. Rate 2009-2019					6.9%	7.1%
Unemployment Rate - February 2020					3.4%	3.7%

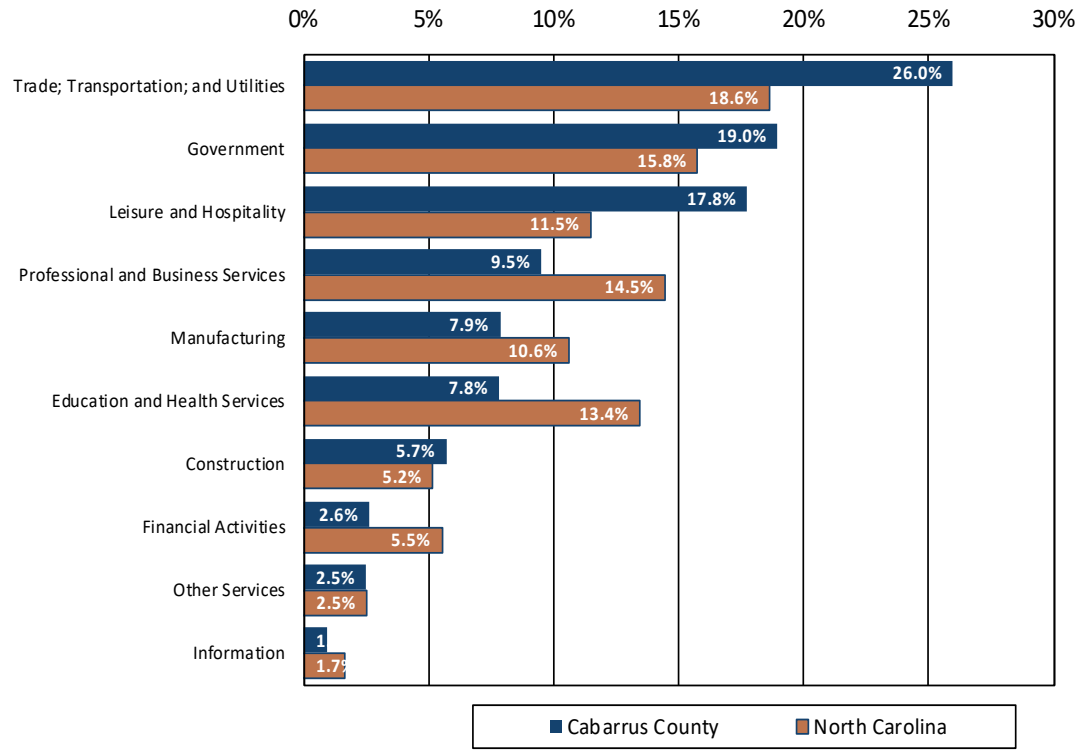
*Total employment data is as of September 2019; unemployment rate data reflects the average of 12 months of 2019.

Source: Bureau of Labor Statistics and Economy.com. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Employment Sectors

The composition of the Cabarrus County job market is depicted in the following chart, along with that of North Carolina. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Cabarrus County jobs in each category.

Employment Sectors - 2019



Source: Bureau of Labor Statistics and Economy.com

Cabarrus County has greater concentrations than North Carolina in the following employment sectors:

1. Trade; Transportation; and Utilities, representing 26.0% of Cabarrus County payroll employment compared to 18.6% for North Carolina as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
2. Government, representing 19.0% of Cabarrus County payroll employment compared to 15.8% for North Carolina as a whole. This sector includes employment in local, state, and federal government agencies.
3. Leisure and Hospitality, representing 17.8% of Cabarrus County payroll employment compared to 11.5% for North Carolina as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.
4. Construction, representing 5.7% of Cabarrus County payroll employment compared to 5.2% for North Carolina as a whole. This sector includes construction of buildings, roads, and utility systems.

Cabarrus County is underrepresented in the following sectors:

1. Professional and Business Services, representing 9.5% of Cabarrus County payroll employment compared to 14.5% for North Carolina as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
2. Manufacturing, representing 7.9% of Cabarrus County payroll employment compared to 10.6% for North Carolina as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.
3. Education and Health Services, representing 7.8% of Cabarrus County payroll employment compared to 13.4% for North Carolina as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
4. Financial Activities, representing 2.6% of Cabarrus County payroll employment compared to 5.5% for North Carolina as a whole. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.

Major Employers

Major employers in Cabarrus County are shown in the following table.

Major Employers - Cabarrus County, NC

	Name	Number of Employees
1	Cabarrus County Schools	1000+
2	Atrium Health	1000+
3	Amazon Fulfillment Services Inc	1000+
4	Wal-Mart Associates Inc	1000+
5	Cabarrus County	1000+
6	City of Concord	1000+
7	Corning Incorporated	500-999
8	Shoe Show Inc	500-999
9	S & D Coffee Inc	500-999
10	Kannapolis City Schools	500-999

Source: https://d4.nccommerce.com/QCEWLargestEmployers.aspx

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area. Although GDP figures are not available at the county level, data reported for the Charlotte MSA is considered meaningful when compared to the nation overall, as Cabarrus County is part of the MSA and subject to its influence.

Economic growth, as measured by annual changes in GDP, has been considerably higher in the Charlotte MSA than the United States overall during the past eight years. The Charlotte MSA has grown at a 3.4% average annual rate while the United States has grown at a 2.2% rate. As the national economy improves, the Charlotte MSA continues to perform better than the United States. GDP for the Charlotte MSA rose by 3.5% in 2017 while the United States GDP rose by 2.4%.

The Charlotte MSA has a per capita GDP of $58,064, which is 4% greater than the United States GDP of $55,692. This means that Charlotte MSA industries and employers are adding relatively more value to the economy than their counterparts in the United States overall.

Gross Domestic Product

Year	($ Mil) Charlotte MSA	% Change	($ Mil) United States	% Change
2010	115,827		15,598,753	
2011	122,522	5.8%	15,840,664	1.6%
2012	125,472	2.4%	16,197,007	2.2%
2013	126,707	1.0%	16,495,369	1.8%
2014	129,875	2.5%	16,912,038	2.5%
2015	136,631	5.2%	17,403,843	2.9%
2016	141,622	3.7%	17,688,890	1.6%
2017	146,630	3.5%	18,108,082	2.4%
Compound % Chg (2010-2017)		3.4%		2.2%
GDP Per Capita 2017	$58,064		$55,692	

Source: Bureau of Economic Analysis and Economy.com; data released September 2018. The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2009 dollars.

Household Income

Cabarrus County is more affluent than North Carolina. Median household income for Cabarrus County is $68,902, which is 20.0% greater than the corresponding figure for North Carolina.

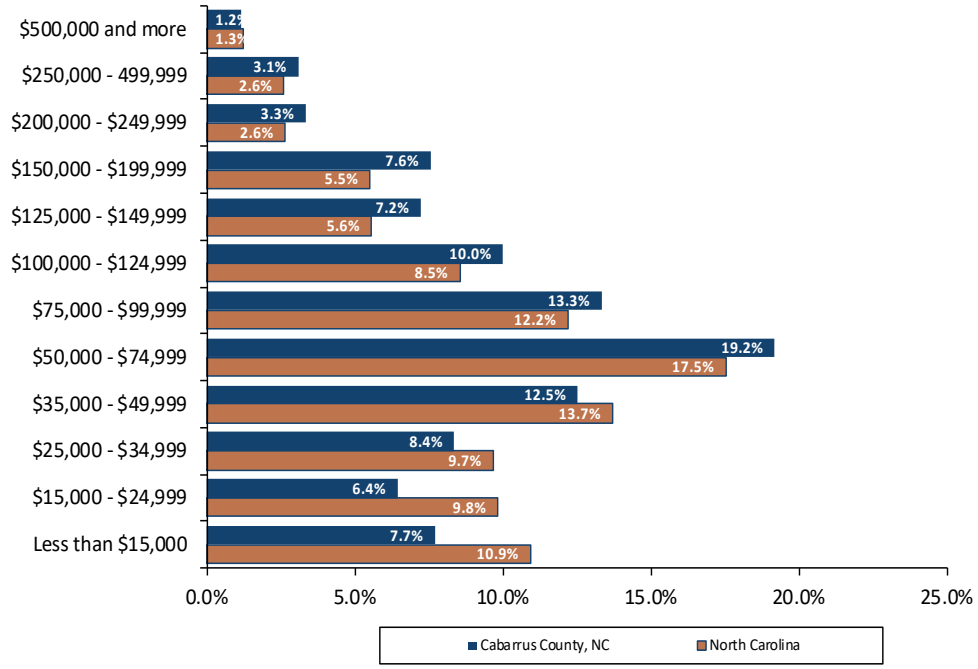
Median Household Income - 2020

	Median
Cabarrus County, NC	$68,902
North Carolina	$57,438
Comparison of Cabarrus County, NC to North Carolina	+ 20.0%

Source: Environics Analytics

The following chart shows the distribution of households across twelve income levels. Cabarrus County has a greater concentration of households in the higher income levels than North Carolina. Specifically, 46% of Cabarrus County households are at the $75,000 or greater levels in household income as compared to 38% of North Carolina households. A lesser concentration of households is apparent in the lower income levels, as 23% of Cabarrus County households are below the $35,000 level in household income versus 30% of North Carolina households.

Household Income Distribution - 2020

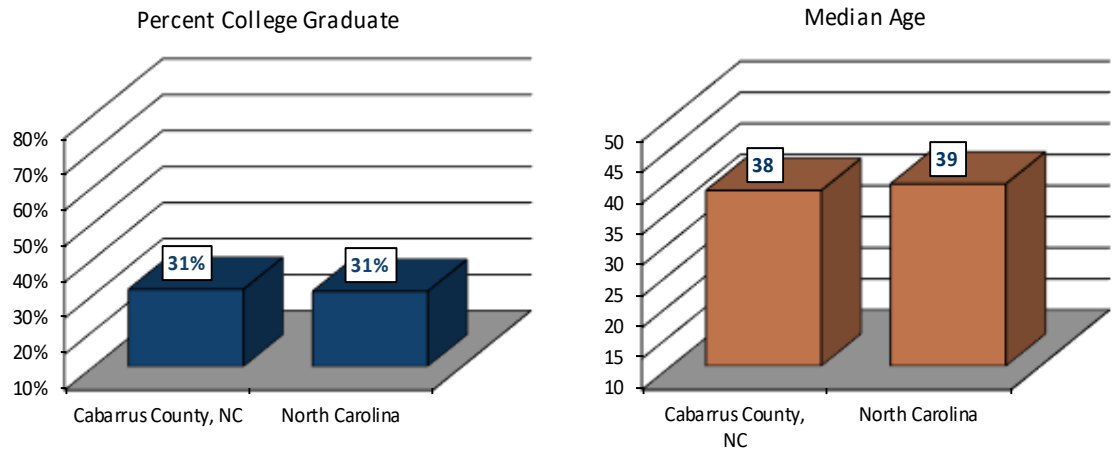


Source: Environics Analytics

Education and Age

Residents of Cabarrus County have a similar level of educational attainment to those of North Carolina. An estimated 31% of Cabarrus County residents are college graduates with four-year degrees, which is the same percentage as North Carolina residents. People in Cabarrus County are slightly younger than their North Carolina counterparts. The median age for Cabarrus County is 38 years, while the median age for North Carolina is 39 years.

Education & Age - 2020



Source: Environics Analytics

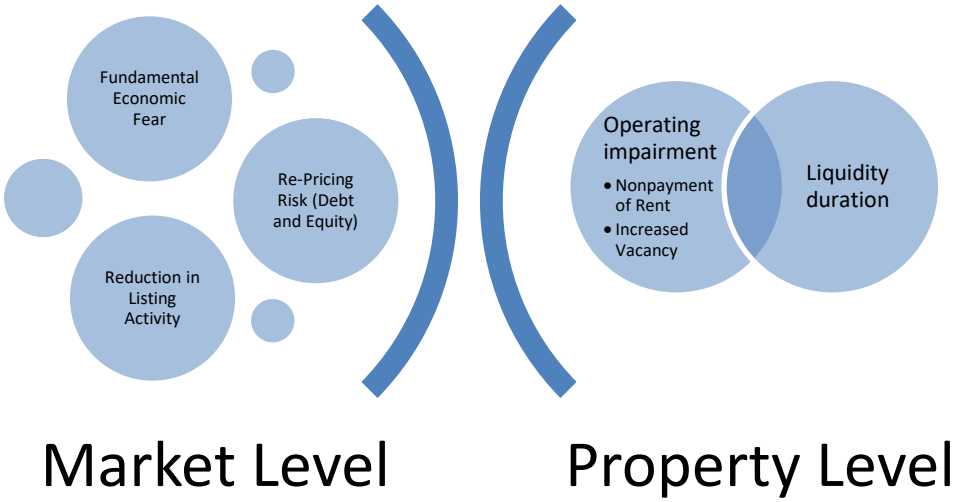
Conclusion

The Cabarrus County economy will benefit from a growing population base and a higher level of median household income. Cabarrus County experienced growth in the number of jobs and has maintained a slightly lower unemployment rate than North Carolina over the past decade. Moreover, Cabarrus County benefits from being part of the Charlotte MSA, which exhibits both a higher rate of GDP growth and a higher level of GDP per capita than the nation overall. We anticipate that the Cabarrus County economy will improve, and employment will grow, strengthening the demand for real estate.

As previously referenced, COVID-19 has pushed the economy at all levels into a recession which has yet to be statistically proven or definitively quantified. Therefore, the statistical summary of the region provided above must be considered in light of the fact that economic indicators available in the near future will show a substantial contraction of economic activity beginning in the first quarter of 2020. This issue is discussed more fully in the section that follows.

COVID-19 Impact on Current Valuations

Transaction indicators are the best measure of any impact on values due to COVID-19. Given the unique nature and recency of this event, minimal activity is evident from which to draw benchmark comparisons based on transactional data. In the absence of transaction data, market and property specific empirical data can be gleaned to assist in estimating current value. In this initial phase of the pandemic, early emerging trends include:



All or some of the above may be shorter-term issues, but others may linger and have a lasting impact on valuations in the commercial real estate (CRE) sector along a continuum of time.

At this juncture, the global question facing market participants is: “How long does this crisis last and how deep will its impact become?” At a minimum, Q2 economic results will prove dismal based upon Shelter-in-Place and Stay-at-Home Executive Orders for most of the U.S. states largely in place into late June. At the direction of State Governors, all states have begun a phased “reopening.”

Based on discussions and interviews with a wide range of market participants, a variety of factors and concerns are prevalent in the market that will likely have a negative impact broadly on CRE values, depending on property type and region. Essential Service Providers have and will be less impacted (distribution facilities, medical facilities, grocery service) as the performance of these sectors is expected to continue.

However, the broader market will experience a myriad of issues based on survey respondents including:

Uncertainty	Lender Concerns	Publicly Traded Securities	Return Requirements
• Restricted access to capital • Unemployment concerns (increasing to 15% in Q2) • GDP decline (-30% in Q2) • Duration of crisis	• DSCR are impacted based on changes in rental revenue and collections • Loan covenants could trigger due to changes in near-term value • Borrowers are concerned about their tenants' ability to pay rent • Borrowers are concerned about their ability to keep their loans current • Lenders are also concerned about the need for loan modifications or work outs	• Stock indexes were down approximately 25% to 30% but have since rebounded • REIT pricing was down approximately 25% but have since rebounded • Crude oil was down approximately 40% but has since partially rebounded	• Interest rates may stay in the 4% - 4.5% range, despite the Federal Reserve's reduction efforts. Banks tightly manage their capital reserves and ratios, and therefore are requiring higher spreads for current risk profile • Durability of Cash Flow forces (new) equity investors to reprice risk. Standby (available, uncommitted) equity now has to be patient until a clearer "path forward" emerges • Impact on cap rates would be upward

Each of the above observations provides empirical evidence that the market has shifted downward and real estate values will likewise be impacted, but to what degree is not certain.

Few experts or economists at this point are willing to state a threshold duration at which point everything will return to normal quickly, versus a duration of limited economic activity that spirals into worldwide recession. At the moment, the prevailing hope of the world is that science miraculously manufactures a cure, while in the meantime, social activity has slowed worldwide.

Integra Current Valuation Framework (June 15 - present)

The preceding property market analysis focuses on recent historic trends before the physical and social impacts of the COVID-19 pandemic were revealed in the U.S. in early March 2020. The property market analysis was current through Q4-2019 with trends and indications for solid growth by most all market indicators. Many current market participants believe the commercial real estate (CRE) markets will return to trend - the lingering question, "How long will it take?" remains uncertain.

What we do know with reasonable certainty:

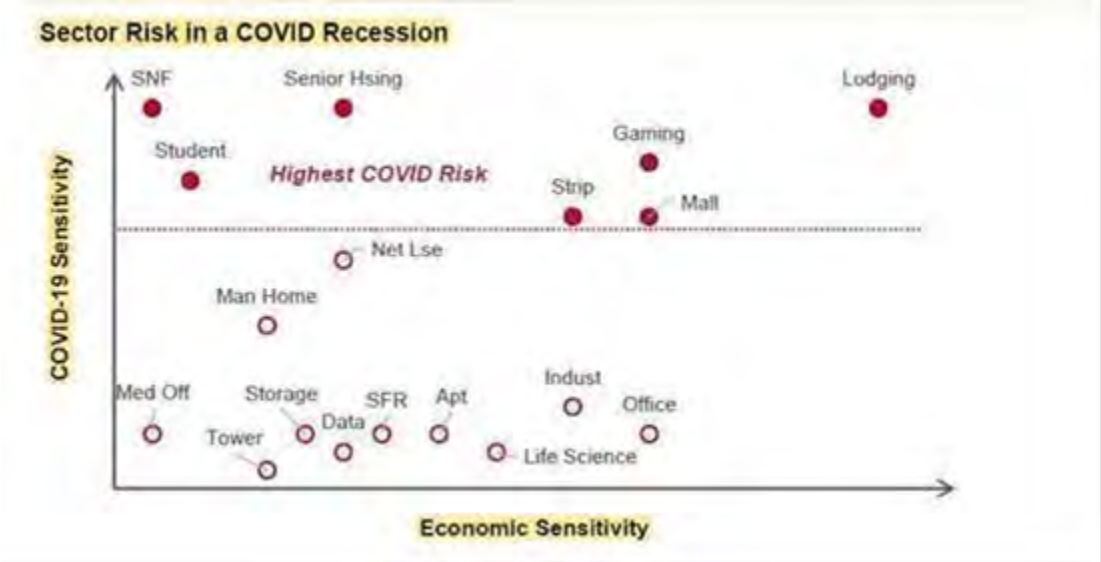
- At a minimum, Q2 economic performance will be dismal.
- Shelter-in-Place and Stay-at-Home executive orders and phased reopening's will have a profound impact on GDP with rising unemployment damaging forward economic performance for six months at a minimum.
- The Federal Reserve's attempt to lower nominal rates was thwarted by lenders setting floors on spreads. Congress subsequently approved a $2 Trillion stimulus package on March 27, 2020. This provided some economic relief, but businesses, owners, investors, and bankers need to support payroll retention and an aggressive program of economic goodwill throughout all sectors of the economy.

Everything forward beyond those three known factors remains subject to considerable risk/uncertainty. Our recent surveys of market participants indicate a focus in the following areas impacting value:

- Impacts could (should) vary by property type, class, and location
- Cost of capital (both debt and equity) is increasing, but at different rates for different asset classes
- Declines in property operations/forecasts (NOI) vary in duration based on property type, class; location, and tenant durability under potential recessionary pressures
- Increases in cap rates (and normalized yields) will vary by property type, class and location as will the underlying assumptions on stabilized or periodic cash flow
- Marketing times for most assets will increase. To a large extent, deal flow was halted based on the sheer physical constraints imposed on property showings/due diligence, etc. under distancing restrictions. As these restrictions are lifted, the market is showing signs of activity, some pent up demand and increased interest, although commercial property deal flow remains muted.

Impact by Property Type, Class & Location

Below is a graph prepared by Greenstreet Advisors plotting the sensitivity (and risk) associated with various property types with the negative impact on value being greater for those assets with greater sensitivity. Those assets relating to essential business operations (grocery, medical, distribution) are less affected than for example lodging and malls where social distancing is more difficult.



Cost of Capital/Liquidity

The cost of capital, both for debt and equity, had been at near historic lows pre crisis. As lenders are coming to grips with the severity of the economic outlook, many have pulled back while others have reacted by raising interest rates, lowering loan to values, or a combination of both. There are clearly some lenders who are "out" while others remain in the market. Fewer options are available in the market and those options are more expensive today. The rise in cost varies notably by property type with agency lenders and HUD determined to provide liquidity to the multi-family market, while at the other end of the spectrum, financing a hotel is challenging and land financing is nonexistent. Assets focused on essential business operations (e.g., grocery or last mile industrial) remain in favor as do net leased assets with recession-resistant business profiles.

Equity is less clear at the moment. While large pools of capital were being raised through 2019 and into Q1-2020, the strategy has suddenly shifted. Equity is available, but will be deployed with stricter underwriting criteria and more cautious income growth and exit assumptions.

Declines in Property Operations/Forecasts

The lodging, retail, student housing and senior sectors are generally viewed as expecting to suffer the greatest in the short term. Once again, this varies by location and type. Restaurant retail is generally viewed as having greatest risk but is expected to rebound quickly as pent-up demand is evident as everyone can now leave their homes. Grocery retail is currently performing well with big box stores setting record sales per square foot.

Radical changes in the employment picture will begin to affect the housing sector, both single-family and apartments. Apartments will not be immune or "safe" from lost rent, varying by type and location depending on the tenant base employment and its ability to weather a 6 to 12-month contraction.

Rent projections are being held flat in modeling cash flows going forward with the length of time dependent on the asset type.

Depending upon whether values are based on yield capitalization (DCF) or direct capitalization, care must be given to provide "stabilized" forecasts to capitalize; and to normalize yield levels for projecting variable year yield cap.

Premiums on Capitalization Rates

While many deals have fallen out of contract, other deals are still closing. Some are closing at their pre-crisis contract price levels, while many deals are being re-traded in the market with discounts influenced by property type, location and buyer/seller motivations.

As the transaction market solidifies, the impact on capitalization rates will become more clear. Some market participants believe the answer to market value lies in capitalization rates while others believe rates are not moving, but net operating income in the short run is being impacted. Once again, the answers vary by property type and location.

With a rise in the cost of capital (debt and equity), valuation theory suggests a rise in capitalization rates. A 100 basis point upward movement in interest rates for example, combined with a modest rise in equity returns, can move capitalization rates up over 100 basis points. This analysis is tempered, however with the understanding that it is difficult to settle on the inputs given the wide range of data in the market. In addition, care must be taken not to "double hit" the analysis by modeling significantly lower net income via lower performance projections and at the same time raising the return requirements.

Normalization of Yields

All yield capitalization is based on forward forecasting of property performance to generate a current cash flow, and future forecasted reversion. Therefore, the timeframe for the market to reach a point of pricing transparency to "return to par" is the critical assumption in the yield cap.

The longer or less likely the assumptions are, the higher the near-term yields. Valuation theory and past downward economic cycles suggest a shortening of the holding period and a normalization of "overall yield" applied over the shorter holding period.

As the transaction market solidifies, the impact on investment rates and relationship of assumption risk to market risk will become clearer.

Marketing and Exposure Time

At the present time, there is consensus of declining market demand in CRE transactions, due to market conditions ensuing from COVID-19. It is natural to assume that exposure time on properties either for sale or lease, will likely be extended. Comparing pre-COVID-19 exposure periods (perhaps the best) to the banking crisis of 2008/2009 (perhaps the worst) can glean some differences that could extrapolate to exposure time going forward, i.e. from peak to trough.

Sector	Months on Market March 2008-09	Months on Market March 2018-19	Change in Months	% Change Peak to Trough
Office	29.6	14.8	14.8	100%
Retail	15	11.4	3.6	32%
Industrial	19.6	6.7	12.9	192%
Average	21.4	11.0	10.4	95%

Source: Costar – data presented in Months

Months on the market increased substantially in the last economic crisis of 2008-2009, with an average of 21 months on market for major property classes. The trailing 12 months preceding the COVID-19 crisis, average months on the market were 11 months.

Based on this historical perspective, marketing time could potentially double from current levels. This would have to be tempered recognizing that the depth and duration of this current economic crisis is tied to a health crisis and may have a conclusion more closely tied to its resolution.

Conclusion

This heightened uncertainty forms the basis of defined risk. The state of North Carolina issued a state-wide shelter-in-place/ stay-at-home order which took effect March 30, 2020.

On May 8, 2020 the stay-at-home order was modified to transition to Phase 1 of a gradual, three-phase re-opening. Phase 1 allowed people to leave home for commercial activity at any business that is allowed to be open. Retail capacity is limited to 50%. Gatherings are limited to no more than 10 people. Bars and restaurants remain take-out and delivery only. Barbershops, movie theaters, entertainment venues, bowling alleys, gyms, and playgrounds remain closed.

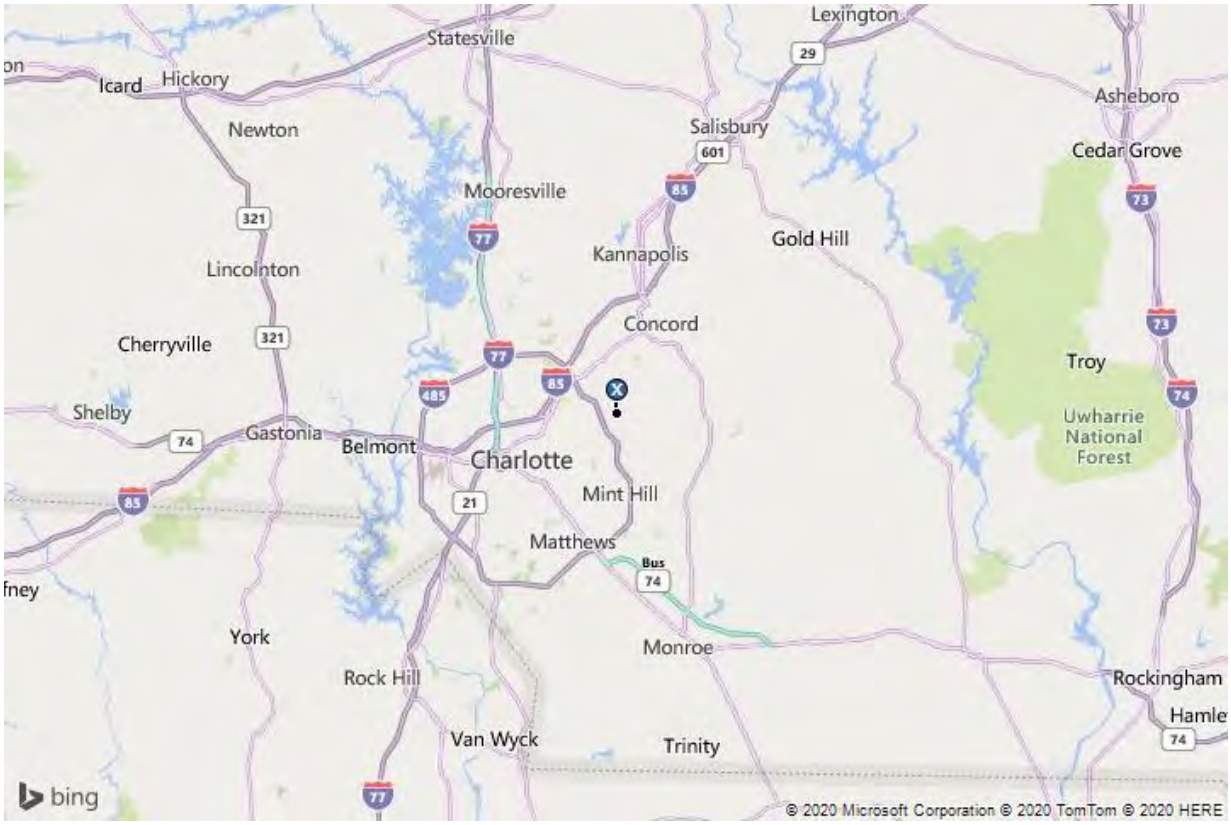
The stay-at-home order was lifted on May 22 and Phase 2 began. Phase 2 allowed restaurants, salons, barbershops, and swimming pools to re-open at 50% capacity. Childcare centers were allowed to re-open. Outdoor gatherings of up to 25 people is now allowed, while indoor gatherings are still limited to 10 people. Bars, movie theaters, gyms, and playgrounds remain closed.

Phase 2 was extended through July 17, 2020 and subsequently extended again through September 11, 2020. As of the effective date of the appraisal, Phase 3 had not yet been implemented. Phase 3 will allow increased capacity at restaurants, bars, entertainment venues, etc. It is anticipated that the economy will continue to reopen with a gradual return to normal.

The “as is” effective date of the appraisal is August 3, 2020. The subject consists of a former, vacant fire department. It is our opinion that the existing improvements offer no contributory value to the site. Subsequently, the site is appraised as a tract of land. There is s reduced implied negative impact on land from COVID-19 relative to improved properties. This is due to the lack of risk from a tenant perspective as well as a typical timeline for construction on land tracts (6 to 18 months). It is our opinion that the impact on the subject site from COVID-19 is relatively negligible.

Current indicators are hopeful that COVID-19 should effectively be controlled in the near future due to a vaccine and/or the virus dying out due to shelter-in-place, social distancing, and wearing masks. However, in the event the overall economy, whether locally, nationally, or globally, enters into a prolonged recession, this could impact the subject property.

Area Map


Lexington
Statesville
Hickory
Icard
Newton
Salisbury
Asheboro
Cedar Grove
Mooresville
Gold Hill
Kannapolis
Lincolnton
Concord
Cherryville
Troy
Shelby
Gastonia
Belmont
Charlotte
Uwharrie National Forest
Mint Hill
Matthews
York
Monroe
Rock Hill
Rockingham
Van Wyck
Trinity
Hamle
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Surrounding Area Analysis

Location

The subject is located in the city of Harrisburg in Cabarrus County, North Carolina. The market area is a part of the Charlotte – Concord – Gastonia MSA.

Access and Linkages

Primary access to the area is provided by Interstate 485, located approximately 1.5 miles west of the subject.

Public transportation is provided to portions of the surrounding area, but not to the subject site, by the Charlotte Area Transit Service (CATS). The primary mode of transportation is the automobile.

Demand Generators

The Charlotte CBD, the economic and cultural center of the region, is located approximately 12 miles southwest of the subject. Major employers in the CBD include Bank of America, Wells Fargo, Duke Energy, and the Charlotte-Mecklenburg County government. The city of Charlotte also offers a wide variety of other employment opportunities and social activities.

The subject also benefits from its proximity to other cities/ towns of Harrisburg, Concord, Matthews, and Mint Hill.

There is a concentration of medical office and retail uses located on Rocky River Road at its intersection with Interstate 485. These uses include Atrium Health and a Harris Teeter anchored shopping center.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
2020 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	Cabarrus County, NC	North Carolina
Population 2010	3,911	30,058	83,632	178,011	9,535,483
Population 2020	5,573	39,363	108,725	216,845	10,545,270
Population 2025	6,153	43,124	118,863	233,238	11,084,066
Compound % Change 2010-2020	3.6%	2.7%	2.7%	2.0%	1.0%
Compound % Change 2020-2025	2.0%	1.8%	1.8%	1.5%	1.0%
Households 2010	1,298	10,552	29,083	65,666	3,745,155
Households 2020	1,808	13,390	37,145	78,692	4,152,345
Households 2025	1,984	14,559	40,495	84,294	4,371,606
Compound % Change 2010-2020	3.4%	2.4%	2.5%	1.8%	1.0%
Compound % Change 2020-2025	1.9%	1.7%	1.7%	1.4%	1.0%
Median Household Income 2020	$103,415	$90,090	$71,933	$68,902	$57,438
Average Household Size	3.1	2.9	2.8	2.7	2.5
College Graduate %	52%	45%	41%	31%	31%
Median Age	39	37	33	38	39
Owner Occupied %	92%	89%	73%	75%	67%
Renter Occupied %	8%	11%	27%	25%	33%
Median Owner Occupied Housing Value	$343,647	$262,077	$221,304	$236,398	$191,720
Median Year Structure Built	2002	2002	2001	1995	1989
Average Travel Time to Work in Minutes	35	33	31	31	27

Source: Environics Analytics

As shown above, the current population within a 3-mile radius of the subject is 39,363, and the average household size is 2.9. Population in the area has grown since the 2010 census, and this trend is projected to continue over the next five years. Compared to Cabarrus County overall, the population within a 3-mile radius is projected to grow at a faster rate.

Median household income is $90,090, which is higher than the household income for Cabarrus County. Residents within a 3-mile radius have a considerably higher level of educational attainment than those of Cabarrus County, while median owner occupied home values are higher.

Household growth rates provide an indicator of residential development demand. The chart that follows summarizes the projected household growth rates. We place primary emphasis on the 1- and 3-mile radius which is most reflective of the subject's immediate market area. It is our opinion that the growth rates reflect average to above average demand for additional residential development.

Household Growth Rates			
	1-Mile	3-Mile	5-Mile
2020	1,808	13,390	37,145
2025	1,984	14,559	40,495
5-Year Change	176	1,169	3,350
Average Change per Year	35.2	233.8	670.0

Land Use

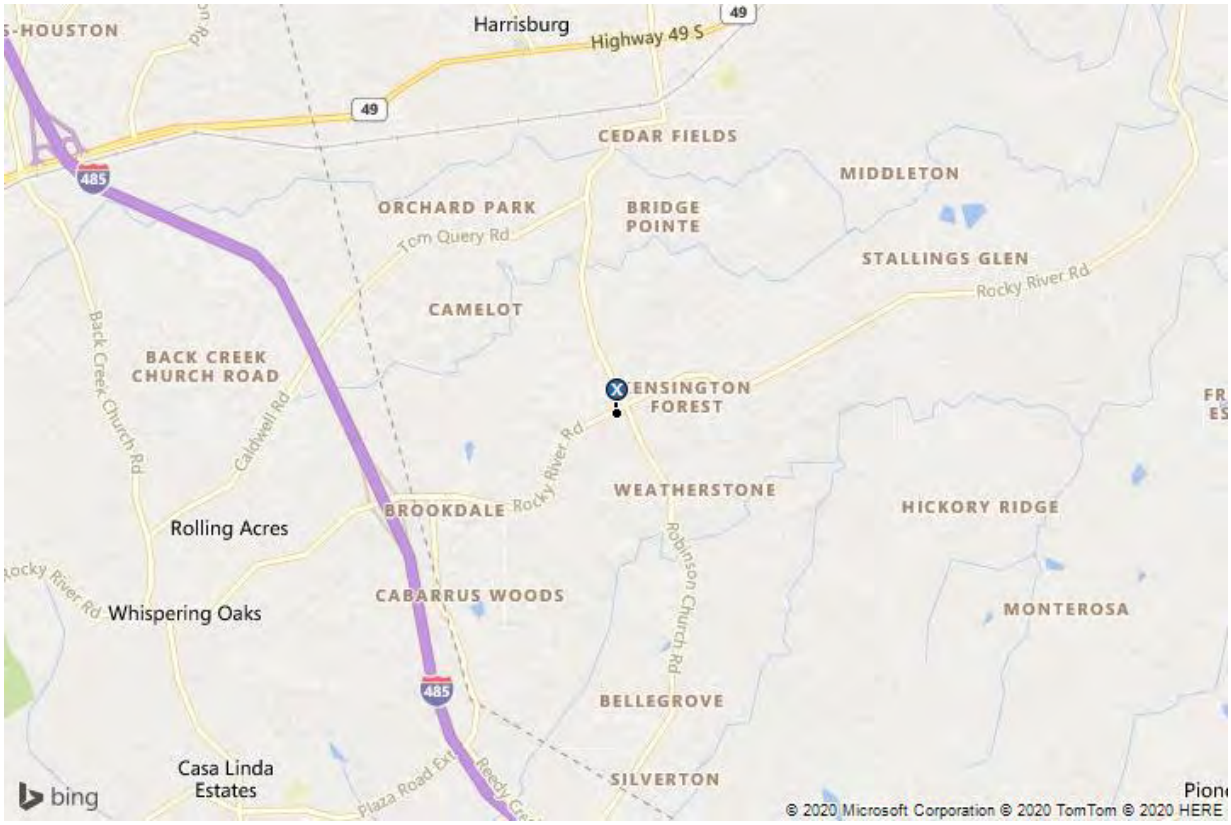
The area is suburban in character and approximately 50% developed. Land uses immediately surrounding the subject are single-family residential and vacant land.

During the last five years, development has been primarily of single-family residential use, but has included some commercial uses. The pace of development has generally accelerated over this time.

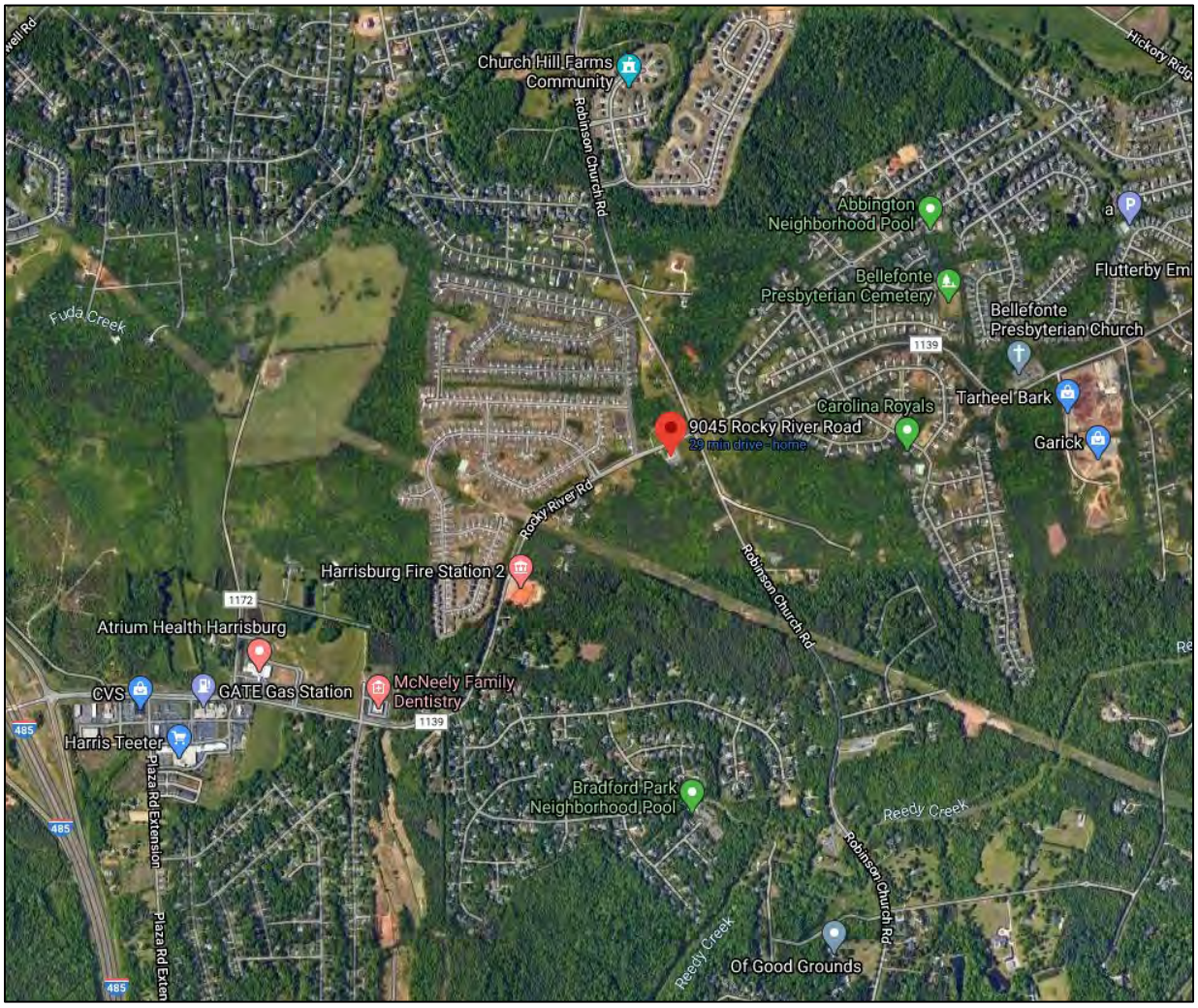
Outlook and Conclusions

The area is in the growth stage of its life cycle. We anticipate that property values will increase in the near future.

Surrounding Area Map



Google Surrounding Aerial Map



Property Analysis

Land Description and Analysis

Land Description	
Land Area	1.38 acres; 60,113 SF
Source of Land Area	Tax records as a survey was not provided and the legal description in the deed is dated.
Primary Street Frontage	Rocky River Road - 276 feet
Shape	Nearly rectangular
Corner	No
Topography	Gently Sloping
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	37025C5506K
Date	November 16, 2018
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	Town of Harrisburg
Zoning Designation	O-I
Description	Office-Institutional District
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	See comments that follow
Permitted Uses	General and medical office, religious institutions up to 350 seats, funeral homes, day cares, civic and social and fraternal organizations, hair and nail and skin care services, real estate and leasing offices, and contractor's office/ shop with indoor storage.
Minimum Lot Area	N/A
Minimum Setbacks (Feet)	Front: 10; Side: N/A; Rear: N/A
Maximum Building Height (Feet)	35
Maximum Site Coverage	0.7
Parking Requirement	Dependent upon use
Other Land Use Regulations	We are not aware of any land use regulations, other than zoning, that affect the subject site.
Utilities	
Service	Provider
Water	Town of Harrisburg
Sewer	Private septic required
Electricity	Duke Energy
Natural Gas	Piedmont Natural Gas
Local Phone	Various providers

Land Area Summary

Tax ID	Real Property ID	SF	Acres
55066591720000	01-024-0023.30	60,113	1.38

Source: Tax records as a survey was not provided and the legal description in the deed is dated.

Utilities

Based on discussions with Fire Chief Dunn, the subject site is connected to municipal water, but the improvements are on a private septic system. Reportedly, the existing septic system is not in good condition and it has required monthly pumping.

We spoke with Greg Peifer, the Public Works Superintendent with the town of Harrisburg. Mr. Peifer stated that public water is located at the subject site, but public sewer is not located at the subject site. Mr. Peifer stated that public sewer is located at the intersection of Savannah Road and Pepper Drive. This intersection is located approximately 700 feet from the subject property.

Mr. Peifer stated that sewer will be extended in the future to the east of the subject at the intersection of Rocky River Road and Robinson Church Road. This intersection is located approximately 230 feet east of the subject.

Mr. Peifer stated that the Town of Harrisburg does not currently have the intention of extending public sewer to the subject site. A developer of the subject would be responsible for sewer extension costs. Considering the outlying location of the subject site and the site size, it is our opinion that it is unlikely that a developer would extend sewer to the site. Instead, a developer would most likely install a private septic system.

Zoning

The client requested a value of the property under two scenarios: assuming commercial zoning and assuming residential zoning.

The subject site is surrounded by residential zoning districts. The Town of Harrisburg future land use map, as shown at the end of this section, identifies “low density residential” as the future land use for the subject site.

We spoke with Sushil Nepal, the Town of Harrisburg Planning Director. Mr. Nepal confirmed that the future land use plan for the subject site is for residential use. He indicated that the subject site was zoned O-I due to the fire station. He stated that the Planning Department’s preference would be for a residential use on the site; however, the site can remain zoned O-I and any permitted uses within O-I are allowed on the site.

The O-I zoning district indicates that multi-family dwellings and single-family dwellings are a conditional use in the O-I zoning district. Therefore, residential uses are not permitted by right in the O-I zoning district. Mr. Nepal indicated that the site could likely either receive a conditional permit to allow a residential use or could likely be rezoned to allow a residential use.

Based on the above, it is reasonable to assume that the site could be rezoned to allow a residential use, which is the assumption for the second valuation scenario.

Permitted uses in the O-I zoning district include general and medical office, religious institutions up to 350 seats, funeral homes, day cares, civic and social and fraternal organizations, hair and nail and skin care services, real estate and leasing offices, and contractor's office/ shop with indoor storage.

The O-I zoning district does not allow retail uses. The possible exceptions are hair, nail, and skin care services and also real estate and leasing offices which are considered quasi-retail uses. In addition, day care facilities are sometimes located in residential areas and are sometimes located in commercial/ retail areas.

The O-I zoning district does not allow industrial uses. The possible exception is contractor's office/ shop with indoor storage which could be considered a quasi-industrial use.

Mr. Nepal stated that due to the future land use plan and surrounding residential land uses, it is not likely that the subject could be rezoned to allow typical retail or industrial uses.

Based on the above, it does not appear that the subject site can be utilized for typical retail use. However, the site can be utilized for some quasi-retail uses as noted above.

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

Rent Control Regulations

The subject is not affected by any type of regulation that would restrict the amount of rent that the owner can charge to tenants.

Environmental Hazards

An environmental assessment report was not provided for review, and during our inspection, we did not observe any obvious signs of contamination on or near the subject. However, environmental issues are beyond our scope of expertise. It is assumed that the property is not adversely affected by environmental hazards.

Due to the prior use of the property as a fire department, and potential fire drills and practices that might have occurred on the site, we recommend that an environmental site assessment report be prepared for the property.

Easements, Encroachments and Restrictions

We were not provided with a current title report or boundary survey to review.

The deed of acquisition indicates a 20-foot wide right-of-way across a portion of the subject site. Based on our site visit and review of aerial maps, this right-of-way was not evident. We are not aware of the specific location of this right-of-way. We assume that it does not have a measurable adverse impact on the site.

We are not aware of any other easements, encroachments, or restrictions. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title. We recommend that a current title search, title report, and survey be prepared for the property.

Existing Improvements

The subject site is improved with a 60-foot wide by 60-foot deep (3,600 square feet) former fire department. The building was constructed in 1977 according to tax records and is 43 years old. The building is of masonry brick and block construction. The building is 100% sprinklered. It is our understanding that the building was a special-purpose built building for the fire department.

The building consists of 1,800 square feet (50%) of quasi-office space which is quasi-residential in character for use by the fire department. The finished area includes a living room, two full bathrooms with showers, and an office. The flooring is carpet and VCT.

The finished office space has dropped acoustical ceiling tiles with a 9-foot ceiling height. There is staining on multiple ceiling tiles indicating evidence of roof leaks. One bathroom had removed drywall in one area indicating plumbing leaks or other issues.

The remaining 1,800 square feet (50%) is an unfinished, two-bay garage. The garage space has drive-through doors on both sides of the building to allow a fire truck to drive through the building. The garage space has 13-foot to 15-foot clear heights.

We were not provided with a property conditions report for the subject. Mr. Nepal, the Planning Director, indicated that a renovation/ conversion of the building would require meeting the current building code standards.

Overall, the building was in fair condition. Conversion and renovation of the building to an alternative use allowed by zoning would require a significant monetary expenditure. Potential alternative uses could include a contractor's office, real estate broker's office, insurance agent, hair/ nail/ skin care service, civic or social use.

It appears that electrical and plumbing would likely need to be brought up to current code. It is also likely the building would need a new roof. We further note that the existing office portion of the building would likely require a complete renovation for an alternative use. In addition, the garage bays are unfinished and would require upfit/ build-out for an alternative use. Effectively, the building could be considered to be in shell condition due to the required necessary repairs and renovations for an alternative use.

Considering the subject's age, condition, and special-purpose use as a fire department, it is our opinion that the improvements are fully depreciated and an underutilization of the site. The improvements no longer offer contributory value to the underlying site. However, it does appear possible to continue to utilize the improvements for some commercial uses. Subsequently, we have not made a deduction for demolition costs in the commercial land valuation scenario.

We were also requested to provide a value of the subject assuming a residential use and zoning. It is our opinion that the improvements would not be able to be utilized for a residential use. Subsequently, we have made a deduction for demolition costs under the residential land valuation scenario. Based on the Marshall and Swift Valuation Service (MVS) we have estimated demolition and removal costs of $5.00 per square foot of building area. This results in a demolition cost of $18,000

($5.00 X 3,600 SF). This cost is deducted in the residential valuation to derive an “as is” value of the subject under this scenario.

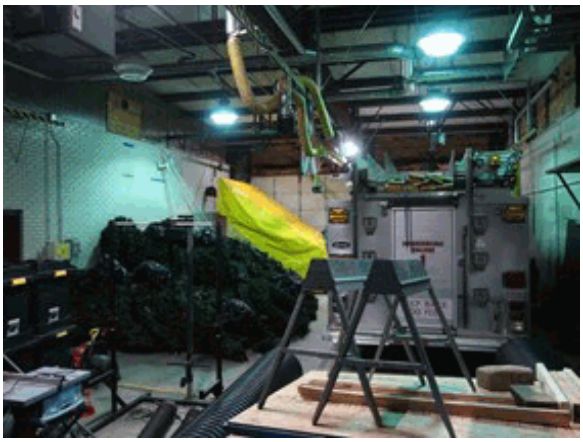
Conclusion of Land Analysis

Overall, the physical characteristics of the sites and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. We are not aware of any other particular restrictions on development.

Front & side of building

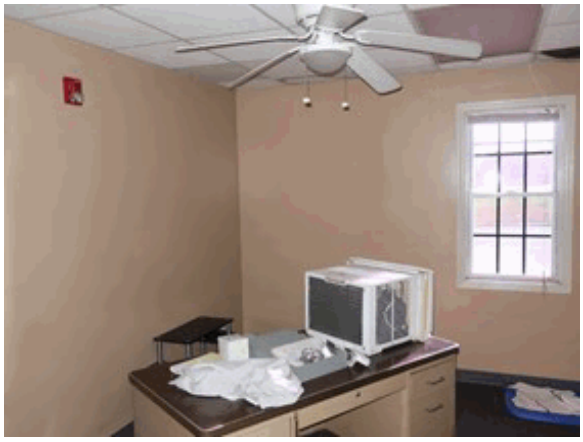
Side & rear of building

Side of building


Garage bays

Living room area in building

Kitchen


Office

Bathroom

Bathroom

East on Rocky River Rd, subject to right

West on Rocky River Rd, subject to left

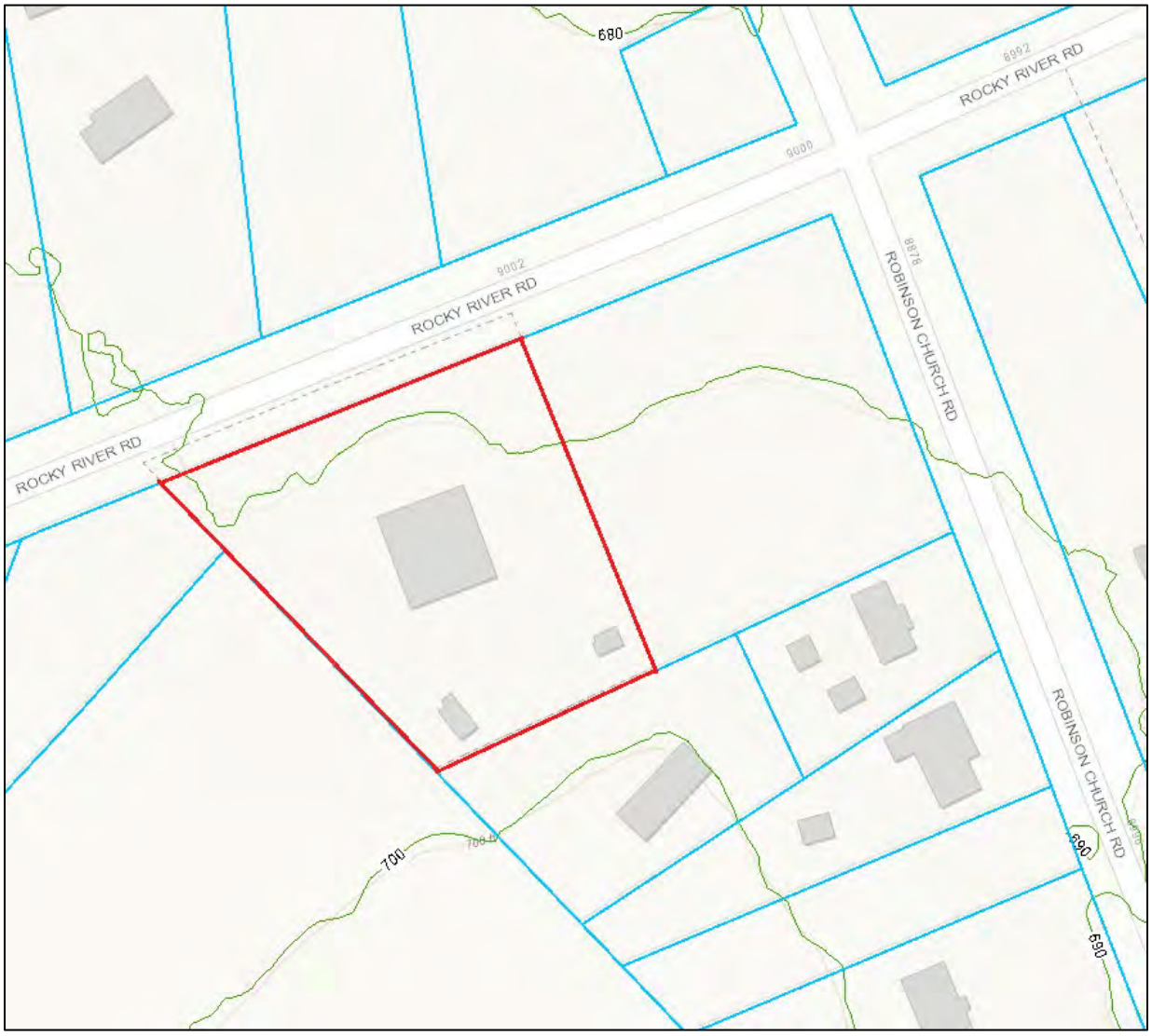
Tax Map

PIN 5506752593
150.54
ROCKY RIVE
(93)
88
PIN 5506751377
PIN 5506658546
306.90
267.80
300
PIN 5506659420
(89)
100
PIN 5506657393
297.57
64
150
9003
ROCKY RIVER RD
100
150
ROCKY
ROCKY RIVER RD
239.86
8878
ROBINSON CHURCH RD
242.73
(110)
PIN
PIN 550
276.19
PIN 5506751199
268.42
268.42
100
(59)
PIN 5506659172
323.44
PIN 5506657021
54.61
181.20
74.93
PIN 5506752055
102.85
177.80
95.68
272.00
150.54
205.15
PIN 5506740996
343.00
PIN 5506742956
165.03
700 ft
123.00
761.40
323.71
323.71
PIN 5506742858
PIN 5506740565
25.93
300.70
293.7

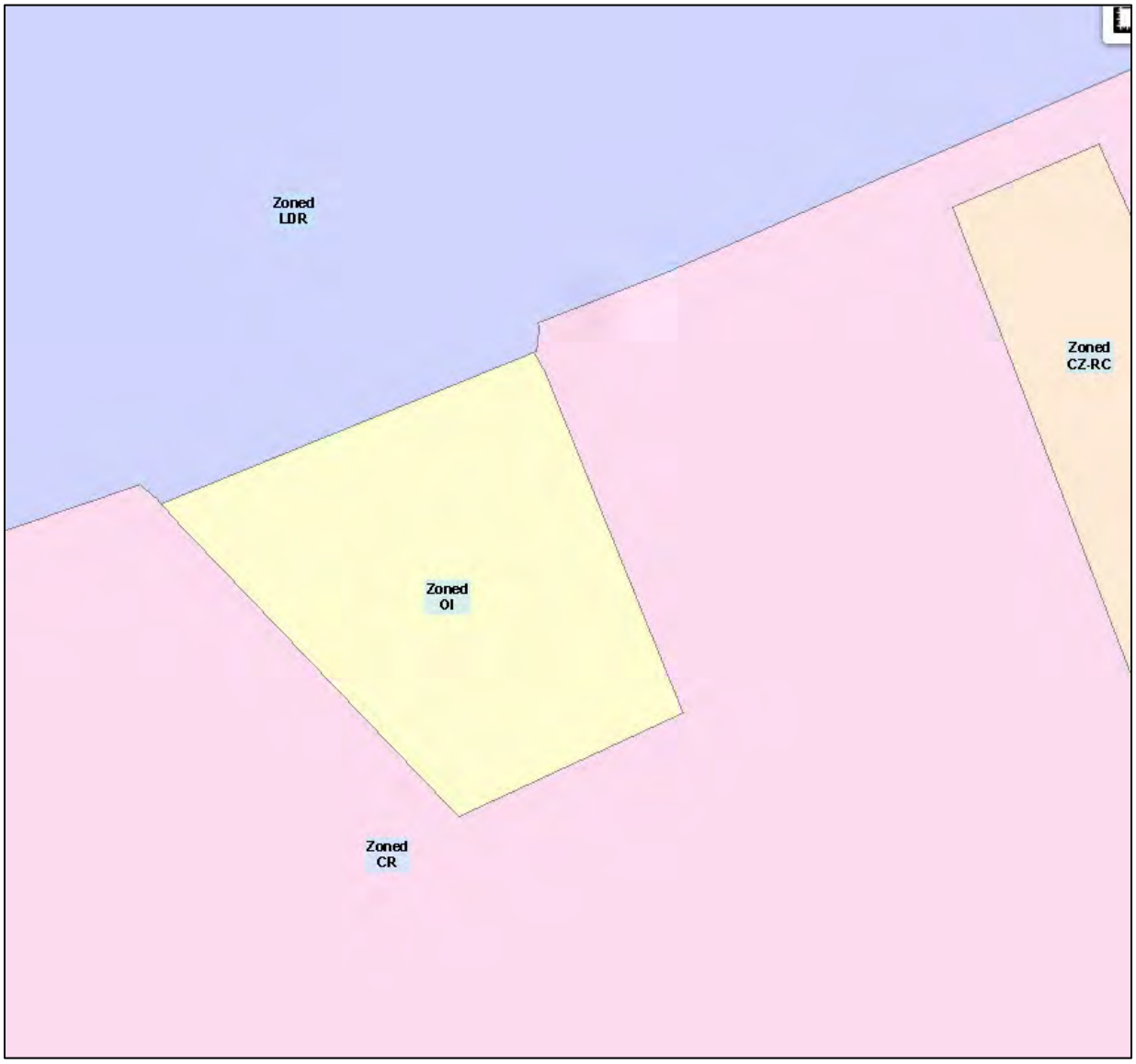
Aerial Map

PIN 5506658546
PIN 5506751377
PIN 5506659420
PIN 5506657393
ROCKY RIVER RD
ROBINSON CHURCH RD
PIN 5506751199
PIN 5506659172
PIN 5506752055
PIN 5506740996
PIN 5506742956
PIN 5506740565
PIN 5506742858
PIN 5506742880

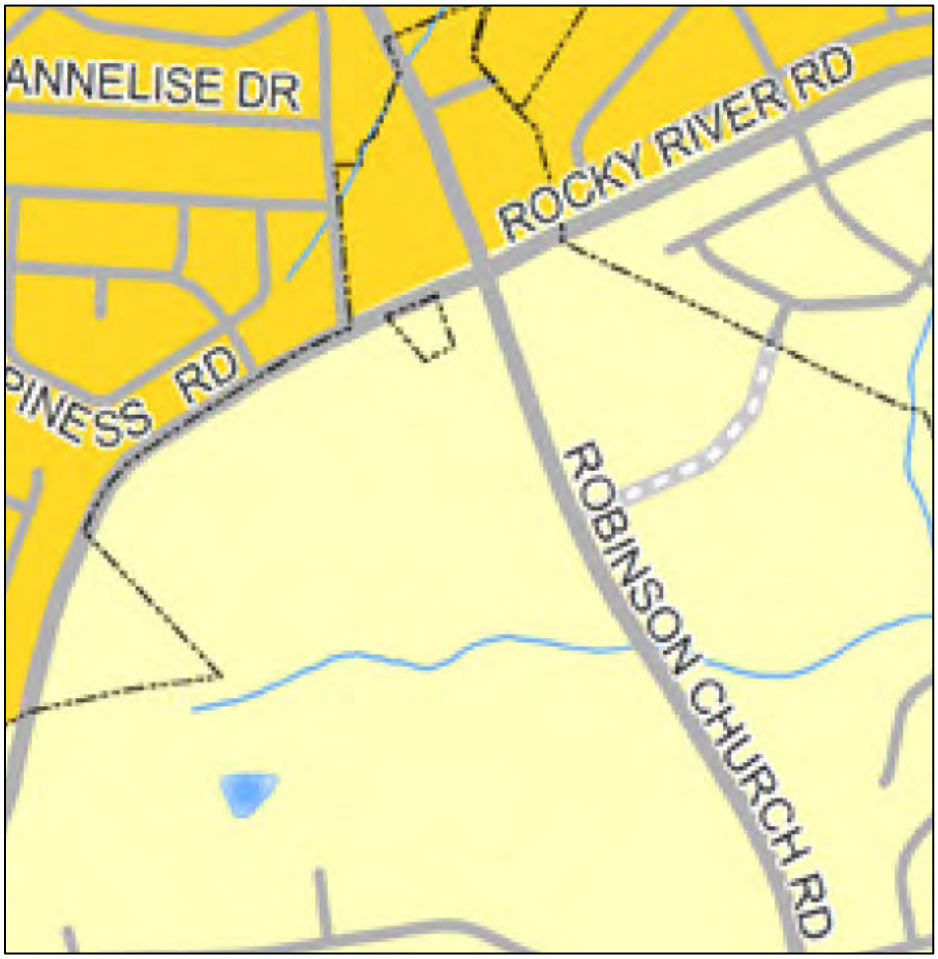
Topography Map



Zoning Map



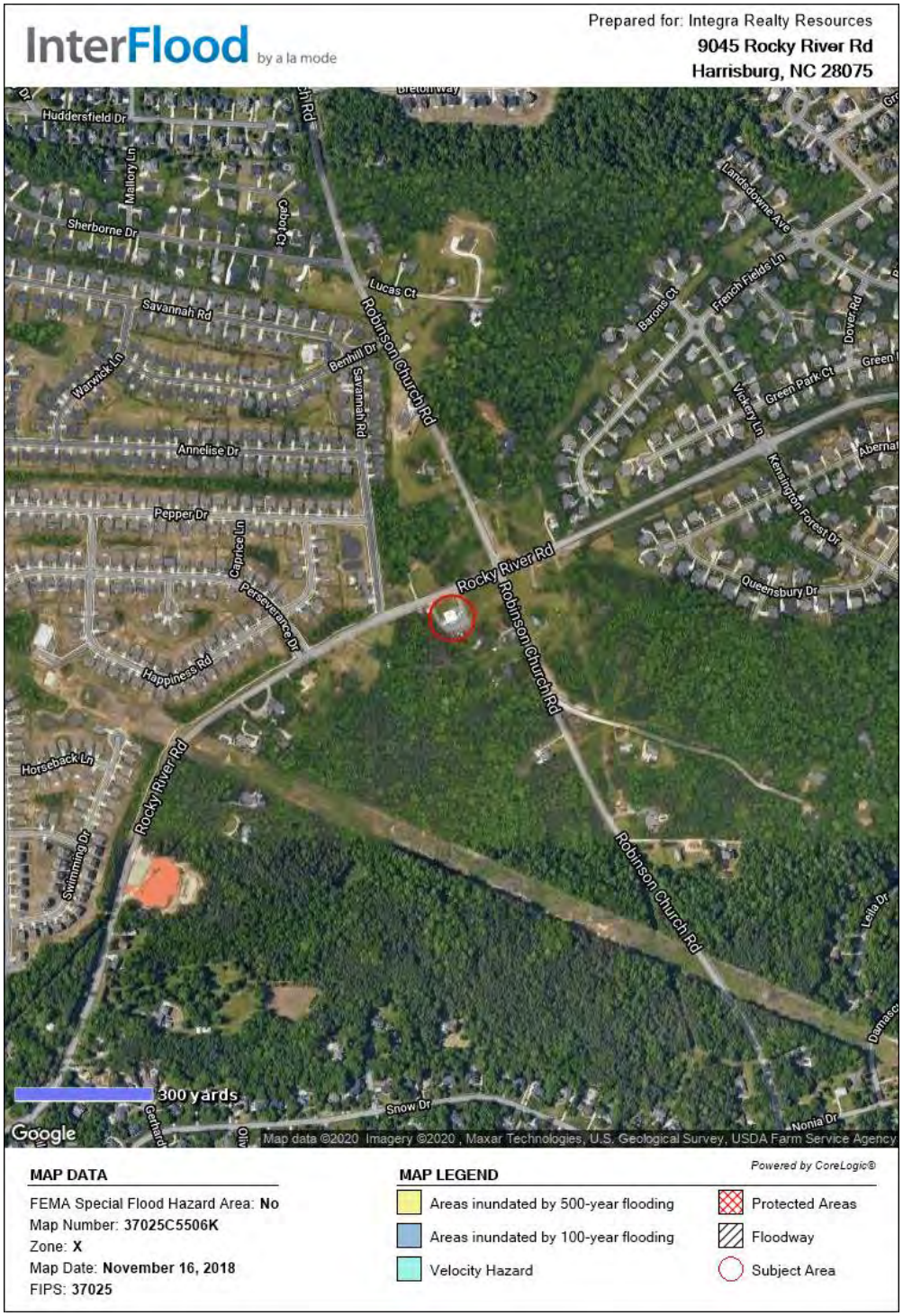
Future Land Use Map



Future Land Use

- Park
- Private Recreation
- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Mixed Use Center
- Office
- Institutional
- Commercial
- Light Industrial

InterFlood Map



Real Estate Taxes

Real estate tax assessments are administered by Cabarrus County and are based on 100% of the assessor's market value (fee simple interest). Real estate taxes in this state and this jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. The tax burden for an individual property is determined by dividing the assessed value by $100, then multiplying the estimate by the composite tax rate.

Counties in North Carolina are required to reassess property values a minimum of once every eight years. Cabarrus County's most recent revaluation occurred on January 1, 2020 with the next scheduled for January 1, 2024.

There is no reassessment at sale in counties in North Carolina and only substantial renovation, addition, demolition, or appeal can change a valuation outside of the countywide revaluation.

The current assessed market value follows.

Assessor's Market Value

Tax ID	Real Property ID	Land	Improvements	Total
55066591720000	01-024-0023.30	$189,010	$265,400	$454,410
Real Property Total		$189,010	$265,400	$454,410

Based on the concluded market value of the subject, the assessed value is very high. This is due to the high assessed value of the improvements. The current owner is a tax exempt municipality which is not responsible for property taxes; therefore, it is unlikely that the ownership entity would appeal the assessment. Prior to the 2020 reassessment, the subject was assessed as follows:

- Land: $189,010.
- Improvements: $180,900.
- Total: $369,910.

The assessed value of the land remained the same during the 2020 reassessment. However, the assessed value of the improvements increased significantly despite the improvements being a special purpose property and continuing to depreciate. The fact that the land assessment remained flat (did not appreciate) does not appear to be consistent with the fact the assessed value of depreciating improvements increased/ appreciated.

The current total assessed value of $454,410 equates to $126.23 per square foot of building area. It is our opinion that this is high considering the age/ condition and quality of the improvements (50% is unfinished space).

Based on our value conclusions, the assessed value of the land is low based on a commercial use, but high based on a residential use.

The chart that follows details the 2020 tax rates applicable to the subject.

Subject Tax Rates	
District	Rate per $100
County Tax Rate	$0.7400
City Tax Rate	$0.3550
Fire District	$0.0000
Law Enforcement District	$0.0000
Total Tax Rate	$1.0950

Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2020

		Assessed Value			Taxes and Assessments			
Tax ID	Real Property ID	Land	Improvements	Total	Tax Rate	Ad Valorem Taxes	Direct Assessments	Total
55066591720000	01-024-0023.30	$189,010	$265,400	$454,410	$1.0950	$4,976	$0	$4,976
Real Property Total		$189,010	$265,400	$454,410		$4,976	$0	$4,976

The current ownership entity is a tax-exempt municipality which is not responsible for property taxes. Based on our review of tax records, we are not aware of any delinquent taxes owed on the subject parcel.

Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as vacant, and as improved. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Vacant

The client requested a value of the property under two scenarios: assuming commercial zoning and assuming residential zoning.

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses. We assume the site has access to public sewer.

Legally Permissible

The site are zoned O-I, Office-Institutional District. General and medical office, religious institutions up to 350 seats, funeral homes, day cares, civic and social and fraternal organizations, hair and nail and skin care services, real estate and leasing offices, and contractor's office/ shop with indoor storage.

Based on discussions with the Harrisburg Planning Director, the site could likely be rezoned, or obtain a conditional use permit, to allow single-family residential use. The site most likely could not be rezoned to allow general residential use.

The subject is effectively surrounded by single-family residential uses. The majority of commercial development is located to the west, in proximity to Interstate 485. However, there are some scattered commercial uses throughout the area. Given the subject’s location on Rocky River Road, in proximity to its intersection with Robinson Church Road, it is our opinion that a commercial use on the site is a possibility. There is often demand for commercial uses in outlying suburban areas. There is a proposed subdivision to contain 84 single-family lots on the southeast corner of Rocky River Road and Robinson Church Road. An increase in residential development in the area will result in increased demand for commercial uses.

To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Given prevailing land use patterns in the area, only office use and residential use are given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on our analysis of the market, there is currently adequate demand for office use and residential use in the subject's area. It appears that a newly developed office use or residential use on the site would have a value commensurate with its cost. Therefore, office use and residential use are considered to be financially feasible.

Maximally Productive

It is common for commercial properties in the market area to have higher underlying land values than residential land. There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than office use. Accordingly, it is our opinion that office use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Development of the site for office use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the properties as though vacant.

It is our opinion that the subject site would most likely be developed with a quasi-retail use. This could potentially include a real estate broker's office, an insurance agent office, a day care, a hair/nail/skin salon, or other similar use allowed by zoning.

The client requested a value of the property assuming a residential zoning and use. It is our opinion that a residential use of the property is not the highest and best use of the property.

As Improved

The subject site is improved with a 60-foot wide by 60-foot deep (3,600 square feet) former fire department. The building was constructed in 1977 according to tax records and is 43 years old. The building is of masonry brick and block construction. The building is 100% sprinklered. It is our understanding that the building was a special-purpose built building for the fire department.

The building consists of 1,800 square feet (50%) of quasi-office space which is quasi-residential in character for use by the fire department. The remaining 1,800 square feet (50%) is an unfinished garage bay for fire engines.

As previously discussed, any change in use/ renovations would require the improvements to meet current building code requirements. This would likely require new electrical and plumbing. In addition, it appears the building might require a new roof. In addition, the office portion of the building would require renovations for an alternative use, based on the current layout of the interior, and the garage area would require upfit/ build-out. Effectively, the building could be considered to be in shell condition due to the required necessary repairs and renovations for an alternative use.

Based on the underlying site value, for commercial use, it is our opinion that the existing improvements do not offer contributory value to the site. We have included support later in the land valuation section of the report. However, a property owner could potentially utilize the existing

improvements, possibly as an interim use. Therefore, we have not made a deduction for demolition costs in the commercial valuation scenario.

We were also requested to provide a value of the subject assuming a residential use and zoning. It is our opinion that the improvements would not be able to be utilized for a residential use. Subsequently, we have made a deduction for demolition costs under the residential land valuation scenario. It is our opinion that a residential use of the property is not the highest and best use of the property.

Most Probable Buyer

Taking into account the size and characteristics of the property and our highest and best use conclusions, the most probable buyer is a local developer or possibly an owner-user.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

The property is divided for valuation purposes as follows:

Land Parcels

Name	SF	Acres	Unit of Comparison
Commercial Use	60,113	1.38	Total SF
Residential Use	60,113	1.38	Total Acres

Commercial Use (1.38 Acres; 60,113 SF)

To apply the sales comparison approach to the Commercial Use, we searched for sale transactions within the following parameters:

- Location: Similar submarkets in Cabarrus and Mecklenburg Counties.
- Size: Approximately 0.5 to 6.0 acres.
- Use: Commercial with focus on office, quasi-retail uses (but not typical retail), and institutional uses in commercial areas.
- Transaction Date: Within approximately three years of the effective date of the appraisal.

We have considered active commercial land listings in the immediate area as summarized in the chart that follows. Active listings typically represent the upper-end range of the market. This is because contract prices are usually negotiated below the asking price.

Land Listings

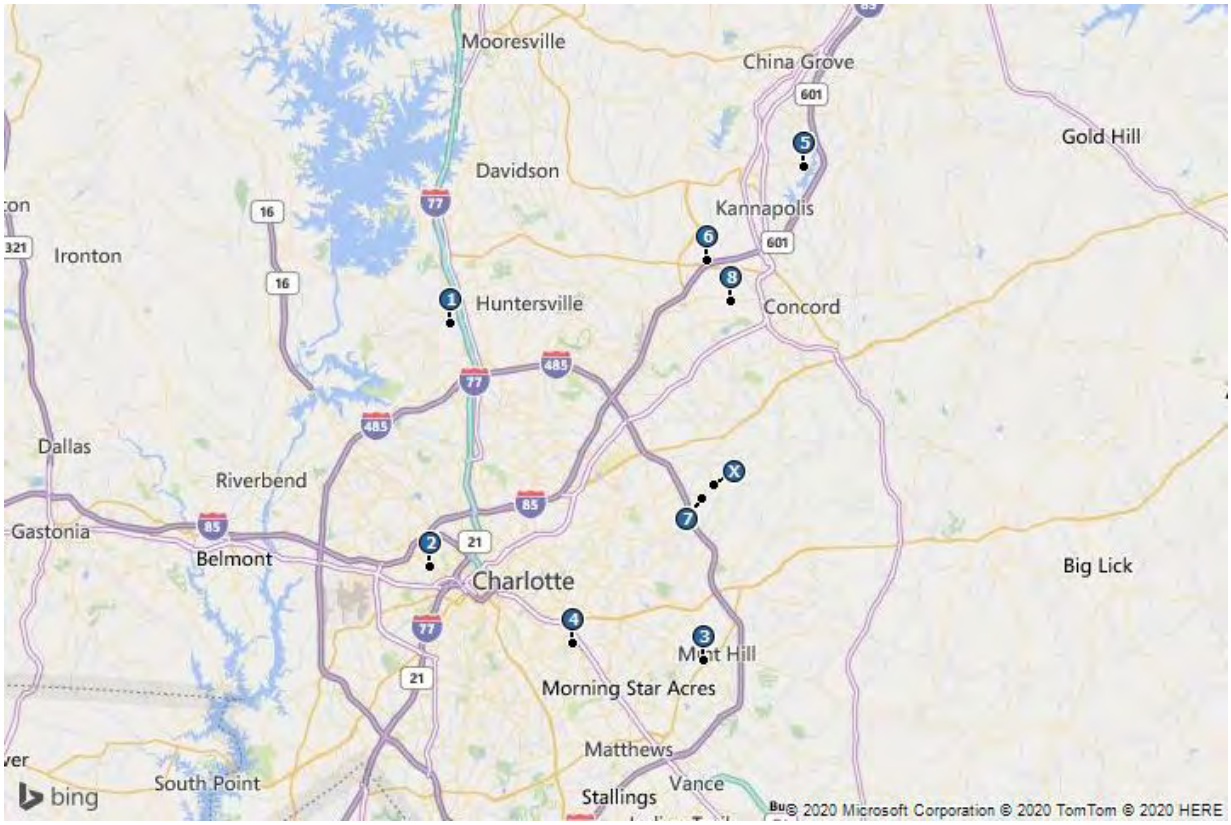
Address	Zoning	Asking Price	Acres	$/ Acre	$/ SF	Comments
9569 Rocky River Rd	O-I & CZ C-2	$1,750,000	7.50	$233,333	$5.36	
8985 & 8979 Rocky River Rd	CR	$550,000	2.07	$265,700	$6.10	Listed based on rezoning to commercial
9510 Rocky River Rd	LDR	$706,500	3.14	$225,000	$5.17	Listed based on rezoning to commercial
9518 Rocky River Rd	LDR	$675,000	3.00	$225,000	$5.17	Listed based on rezoning to commercial
9530 Rocky River Rd	LDR	$1,400,000	6.13	$228,385	$5.24	Listed based on rezoning to commercial

For this analysis, we use price per square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Commercial Use

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Zoning	$/SF Land	$/Acre
1	Medical Office Land 13529 Reese Blvd. W. Huntersville Mecklenburg County NC	Apr-20 Closed	$270,000	86,703 1.99	Corporate Business	$3.11	$135,651
	Comments: Based on our concluded as is value via the appraisal ($350,000), as well as conversations with the property contact, this sale was sold below market, as this was the last piece of property in the Huntersville Business Park owned by Bank of America. Based on our appraisal, the land sold approximately 29% below market.						
2	Proposed Medical Office 2550 Freedom Dr. Charlotte Mecklenburg County NC	Mar-20 Closed	$240,000	45,638 1.05	General Business	$5.26	$229,073
	Comments: Buyer plans to building a medical office. Property does not have frontage on a road. According to the broker, an access easement for ingress and egress will be recorded at closing						
3	3.83 Acres 11024 Lawyers Rd. Mint Hill Mecklenburg County NC	Aug-19 Closed	$605,000	166,922 3.83	Residential Downtown Overlay-General Business	$3.62	$157,881
	Comments: Proposed improvements include an office building with ground floor retail. Property was reportedly under contract at approximately $675,000. The price was reduced to $600,000 due to S.W.I.M. Buffer on the site impacting the usable acreage and its development potential.						
4	Commercial Land 707 Glendora Dr. Charlotte Mecklenburg County NC	Dec-18 Closed	$190,000	41,382 0.95	Office District	$4.59	$200,000
	Comments: Overhead power R/W extends through the back of the property.						
5	Dollar General site 2500 Lane St. Kannapolis Cabarrus County NC	Jul-18 Closed	$279,000	67,431 1.55	Light Commercial and Office District	$4.14	$180,233
	Comments: Purchased for development of a Dollar General.						
6	Commercial Land 1750 Trinity Church Rd. Concord Cabarrus County NC	May-18 Closed	$1,242,000	385,942 8.86	Commercial	$3.22	$140,181
	Comments: Purchased for future expansion of Rowan Cabarrus Community College.						
7	Venture Church Land 9515 Rocky River Rd. Harrisburg Cabarrus County NC	Nov-17 Closed	$375,000	64,468 1.48	Commercial Conditional	$5.82	$253,378
	Comments: Property was acquired as part of an assemblage for the Venture Church facility. One parcel was improved with an older home that had no contributing value.						
8	Dollar General site 3661 Poplar Tent Rd. Concord Cabarrus County NC	Jun-17 Closed	$275,000	76,510 1.76	Light Commercial and Office District	$3.59	$156,570
	Comments: Property acquired for development of a Dollar General retail store. Based on available evidence at the time of the sale, the buyer paid a slightly below-market price (purchase price was approximately 5% to 10% below market, based on the appraisal used to finance the acquisition).						
	Subject 1.38-Acre Tract Harrisburg, NC			60,113 1.38	O-I		

Comparable Land Sales Map – Commercial Use



Sale 1
Medical Office Land

Sale 2
Proposed Medical Office

Sale 3
3.83 Acres

Sale 4
Commercial Land

Sale 5
Dollar General site

Sale 6
Commercial Land

Sale 7
Venture Church Land

Sale 8
Dollar General site

Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factors	
Effective Sale Price	Accounts for atypical economics of a transaction, such as demolition cost, expenditures by the buyer at time of purchase, or other similar factors. Usually applied directly to sale price on a lump sum basis.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale, related parties transaction.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.
Location	Market or submarket area influences on sale price; surrounding land use influences.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility from main thoroughfares; traffic counts.
Size	Inverse relationship that often exists between parcel size and unit value.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.
Entitlements	The specific level of governmental approvals attained pertaining to development of a site.

Analysis and Adjustment of Sales

Our analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 1.99 acre, or 86,703 square foot, parcel located at 13529 Reese Blvd. W., Huntersville, Mecklenburg County, NC. The property sold in April 2020 for $270,000, or $3.11 per square foot. Upward adjustments are indicated for conditions of sale (29%) and market conditions (1%). A downward adjustment of 5% is indicated for utilities. Overall, a substantial upward adjustment is indicated.

Land Sale 2 is a 1.05 acre, or 45,638 square foot, parcel located at 2550 Freedom Dr., Charlotte, Mecklenburg County, NC. The property sold in March 2020 for $240,000, or $5.26 per square foot. Upward adjustments are indicated for market conditions (1%) and access/exposure (5%). Downward adjustments are indicated for location (15%), zoning (5%), and utilities (5%). Overall, a downward adjustment is indicated.

Land Sale 3 is a 3.83 acre, or 166,922 square foot, parcel located at 11024 Lawyers Rd., Mint Hill, Mecklenburg County, NC. The property sold in August 2019 for $600,000. Adjusting for demolition costs, the effective sale price is $605,000, or $3.62 per square foot. Upward adjustments are indicated for market conditions (3%), size (5%), and shape and topography (10%). A downward adjustment of 5% is indicated for utilities. Overall, an upward adjustment is indicated.

Land Sale 4 is a 0.95 acre, or 41,382 square foot, parcel located at 707 Glendora Dr., Charlotte, Mecklenburg County, NC. The property sold in December 2018 for $190,000, or $4.59 per square foot. Upward adjustments are indicated for market conditions (5%) and shape and topography (5%). Downward adjustments are indicated for location (10%) and utilities (5%). Overall, a downward adjustment is indicated.

Land Sale 5 is a 1.55 acre, or 67,431 square foot, parcel located at 2500 Lane St., Kannapolis, Cabarrus County, NC. The property sold in July 2018 for $279,000, or $4.14 per square foot. An upward adjustment of 6% is indicated for market conditions. A downward adjustment of 5% is indicated for utilities. Overall, a slight upward adjustment is indicated.

Land Sale 6 is an 8.86 acre, or 385,942 square foot, parcel located at 1750 Trinity Church Rd., Concord, Cabarrus County, NC. The property sold in May 2018 for $1,242,000, or $3.22 per square foot. Upward adjustments are indicated for market conditions (7%), location (15%), and size (20%). Downward adjustments are indicated for zoning (5%) and utilities (5%). Overall, a substantial upward adjustment is indicated.

Land Sale 7 is a 1.48 acre, or 64,468 square foot, parcel located at 9515 Rocky River Rd., Harrisburg, Cabarrus County, NC. The property sold in November 2017 for $375,000, or $5.82 per square foot. An upward adjustment of 8% is indicated for market conditions. Downward adjustments are indicated for location (15%), zoning (5%), and utilities (5%). Overall, a downward adjustment is indicated.

Land Sale 8 is a 1.76 acre, or 76,510 square foot, parcel located at 3661 Poplar Tent Rd., Concord, Cabarrus County, NC. The property sold in June 2017 for $275,000, or $3.59 per square foot. Upward adjustments are indicated for conditions of sale (5%), market conditions (9%), and location (5%). A downward adjustment of 5% is indicated for utilities. Overall, an upward adjustment is indicated.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid - Commercial Use									
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6	Comparable 7	Comparable 8
Name	1.38-Acre Tract	Medical Office Land	Proposed Medical Office	3.83 Acres	Commercial Land	Dollar General site	Commercial Land	Venture Church Land	Dollar General site
Address	9045 Rocky River Road	13529 Reese Blvd. W.	2550 Freedom Dr.	11024 Lawyers Rd.	707 Glendora Dr.	2500 Lane St.	1750 Trinity Church Rd.	9515 Rocky River Rd.	3661 Poplar Tent Rd.
City	Harrisburg	Huntersville	Charlotte	Mint Hill	Charlotte	Kannapolis	Concord	Harrisburg	Concord
County	Cabarrus	Mecklenburg	Mecklenburg	Mecklenburg	Mecklenburg	Cabarrus	Cabarrus	Cabarrus	Cabarrus
State	North Carolina	NC	NC	NC	NC	NC	NC	NC	NC
Sale Date		Apr-20	Mar-20	Aug-19	Dec-18	Jul-18	May-18	Nov-17	Jun-17
Sale Status		Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed
Sale Price		$270,000	$240,000	$600,000	$190,000	$279,000	$1,242,000	$375,000	$275,000
Other Adjustment		$0	$0	$5,000	$0	$0	$0	$0	$0
Description of Adjustment				Demolition of SFH					
Effective Sale Price		$270,000	$240,000	$605,000	$190,000	$279,000	$1,242,000	$375,000	$275,000
Square Feet	60,113	86,703	45,638	166,922	41,382	67,431	385,942	64,468	76,510
Acres	1.38	1.99	1.05	3.83	0.95	1.55	8.86	1.48	1.76
Zoning Code	O-I	CB	B-2	R DO-B	O-2	C-1	C-2	CZ-C2	C-1
Shape	Nearly rectangular	Rectangular	Rectangular	Irregular	Rectangular	Rectangular	Rectangular	Irregular	Rectangular
Topography	Gently Sloping	Rolling	Gently Sloping	Level	Gently Sloping	Gently Sloping	Level	Gently Sloping	Level
Utilities Description	Public water; septic	All available	All available	All available	All available	All available	All available	All available	All available
Corner	No	No	No	Yes	Yes	Yes	No	No	Yes
Price per Square Foot		**$3.11**	**$5.26**	**$3.62**	**$4.59**	**$4.14**	**$3.22**	**$5.82**	**$3.59**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–	–	–	–
Conditions of Sale		Below Market	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Below Market
% Adjustment		29%	–	–	–	–	–	–	5%
Market Conditions	8/3/2020	Apr-20	Mar-20	Aug-19	Dec-18	Jul-18	May-18	Nov-17	Jun-17
Annual % Adjustment	3%	1%	1%	3%	5%	6%	7%	8%	9%
Cumulative Adjusted Price		**$4.06**	**$5.31**	**$3.73**	**$4.82**	**$4.39**	**$3.44**	**$6.28**	**$4.11**
Location		–	-15%	–	-10%	–	15%	-15%	5%
Access/Exposure		–	5%	–	–	–	–	–	–
Size		–	–	5%	–	–	20%	–	–
Shape and Topography		–	–	10%	5%	–	–	–	–
Zoning		–	-5%	–	–	–	-5%	-5%	–
Utilities		-5%	-5%	-5%	-5%	-5%	-5%	-5%	-5%
Entitlements		–	–	–	–	–	–	–	–
Net $ Adjustment		-$0.20	-$1.06	$0.37	-$0.48	-$0.22	$0.86	-$1.57	$0.00
Net % Adjustment		-5%	-20%	10%	-10%	-5%	25%	-25%	0%
Final Adjusted Price		**$3.85**	**$4.25**	**$4.11**	**$4.34**	**$4.17**	**$4.30**	**$4.71**	**$4.11**
Overall Adjustment		24%	-19%	13%	-5%	1%	34%	-19%	14%

Range of Adjusted Prices	**$3.85 - $4.71**
Average	**$4.23**
Indicated Value	**$4.25**

Land Value Conclusion – Commercial Use

Prior to adjustments, the sales reflect a range of $3.11 - $5.82 per square foot. After adjustment, the range is narrowed to $3.85 - $4.71 per square foot, with an average of $4.23 per square foot. We place relatively equal weight on all sales and arrive at a value conclusion as follows:

Land Value Conclusion	
Commercial Use	
Indicated Value per Square Foot	$4.25
Subject Square Feet	60,113
Indicated Value	$255,479
Rounded	$255,000

As previously discussed, we do not deduct demolition costs in the commercial use scenario as a buyer could potentially utilize the improvements as an interim use.

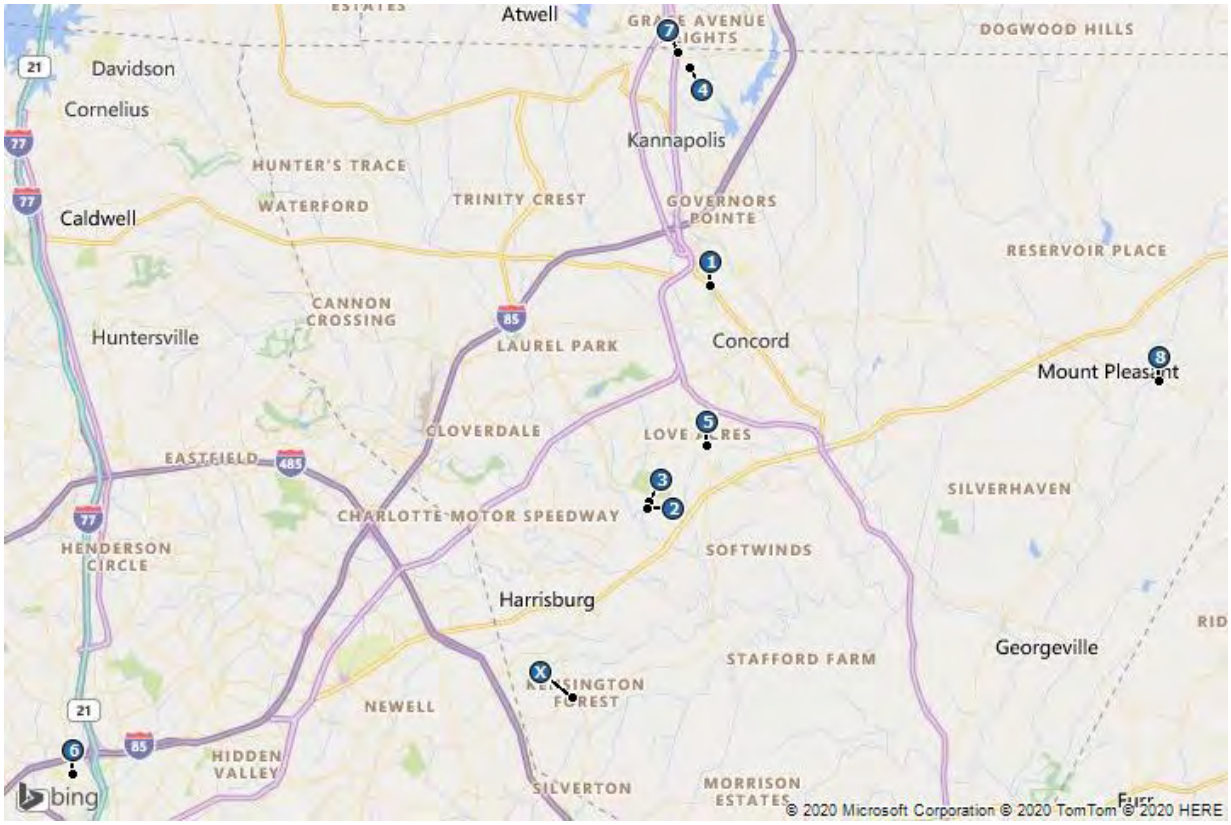
Our land value conclusion above equates to $70.83 per square foot of building area. As discussed in the highest and best use section of the report, it is our opinion that the existing improvements do not offer contributory value to the site. For support, we have considered the following improved sale transactions, which reflect potential alternative uses and/ or physical characteristics relative to the subject building.

Considering the subject's quality and condition and renovation costs for conversion to an alternative use, as well as to bring the improvements up to current building code, it is our opinion that the site, as improved, would be worth approximately $50 per square foot. This considers that the subject property is not in condition for immediate occupancy and use. Subsequently, it is our opinion that the underlying site value is greater than the value of the property as improved.

Summary of Comparable Improved Sales

No.	Name/Address	Sale Date; Status	Yr. Blt.; # Stories; % Occ.	Acres; FAR; Parking Ratio	Effective Sale Price	Rentable SF	$/Rentable SF
1	Retail Buildings 618 Church St. N. Concord Cabarrus County NC	Nov-19 Closed	1952 1 –	0.71 0.20 4.95/1,000	$300,000	6,060	$49.50
	Comments: The larger building had some deferred maintenance including plumbing, roof repair, and HVAC repair. The broker estimated the deferred maintenance at $75,000 for an effective price of $375,000 or $61.88/SF. The buyer plans on utilizing the property as a sandwich shop.						
2	Office Warehouse 4373 Triple Crown Dr. SW. Concord Cabarrus County NC	Aug-19 Closed	1999 1 –	1.41 0.16 0.90/1,000	$800,000	10,000	$80.00
	Comments: The building was purchased by Apex Heritage Group in Houston, TX. They purchased the building for use for one of their related entities. The purchase involves two parcels, one of which contains the building and one of which is mostly vacant. The buyer plans to use the vacant parcel as a lay-down yard for the business.						
3	Industrial Motorsports Building 4338-4340 Motorsports Dr. SW. Concord Cabarrus County NC	Jan-19 Closed	1997 1 100%	1.70 0.14 1.10/1,000	$817,000	10,000	$81.70
	Comments: Reid Baker with New Branch Real Estate Advisors confirmed sale price of $817,000. The property was 100% leased at the time of purchase, however, one of the tenants (5,000 SF) was on a month-to-month lease with below market rent. This tenant vacated in July 2019 as was expected. This space is currently listed for lease at $3,800 per month or $9.12 per SF, with tenant paying utilities only. The other 5000 SF tenant was under a 3-year term that began February 2017 and expires February 2020.						
4	Commerical Building 608 N. Little Texas Rd. Kannapolis Cabarrus County NC	Nov-18 Closed	– – –	0.58 0.13 –	$150,000	3,200	$46.88
5	Office 4016 Old Charlotte Rd. SW. Concord Cabarrus County NC	Oct-18 Closed	1930 2 –	0.40 0.25 –	$280,000	4,370	$64.07
	Comments: Property was available for lease but sold and was owner financed at 6%.						
6	Auto Repair Facility 2316 Beatties Ford Rd. Charlotte Mecklenburg County NC	May-18 Closed	1958 1 –	0.77 0.12 –	$315,000	4,000	$78.75
7	Retail 687 N. Cannon Blvd. Kannapolis Cabarrus County NC	May-18 Closed	1956 1 –	1.02 0.22 –	$375,000	9,800	$38.27
	Comments: Property could be used for retail and office use. At the time of sale, property was occupied by tenants. The tenants stayed after the sale and the buyer (property management firm) plans to owner occupy a portion of the subject. Broker stated that the property did not sell on a cap rate.						
8	Retail Building 9620 Hwy 73 Mount Pleasant Cabarrus County NC	Oct-17 Closed	1935 – –	0.49 0.15 –	$136,900	3,148	$43.49
	Comments: Property purchased by owner occupant and being upfitted for salon use on the lower level and either office or apartment on the upper level. Lower level of property was in shell condition at the time of the purchase and upper level needs renovation, as the finishes are dated. Highest and best use is for retail on the bottom and office on the upper level. Buyer is completing the renovations; however, he stated that the cost to complete would be between $50,000 to $70,000 for the entire property.						

Comparable Improved Sales Map



Sale 1
Retail Buildings

Sale 2
Office Warehouse

Sale 3
Industrial Motorsports Building

Sale 4
Commerical Building

Sale 5
Office

Sale 6
Auto Repair Facility

Sale 7
Retail

Sale 8
Retail Building

Residential Use (1.38 Acres; 60,113 SF)

To apply the sales comparison approach to the Residential Use, we searched for sale transactions within the following parameters:

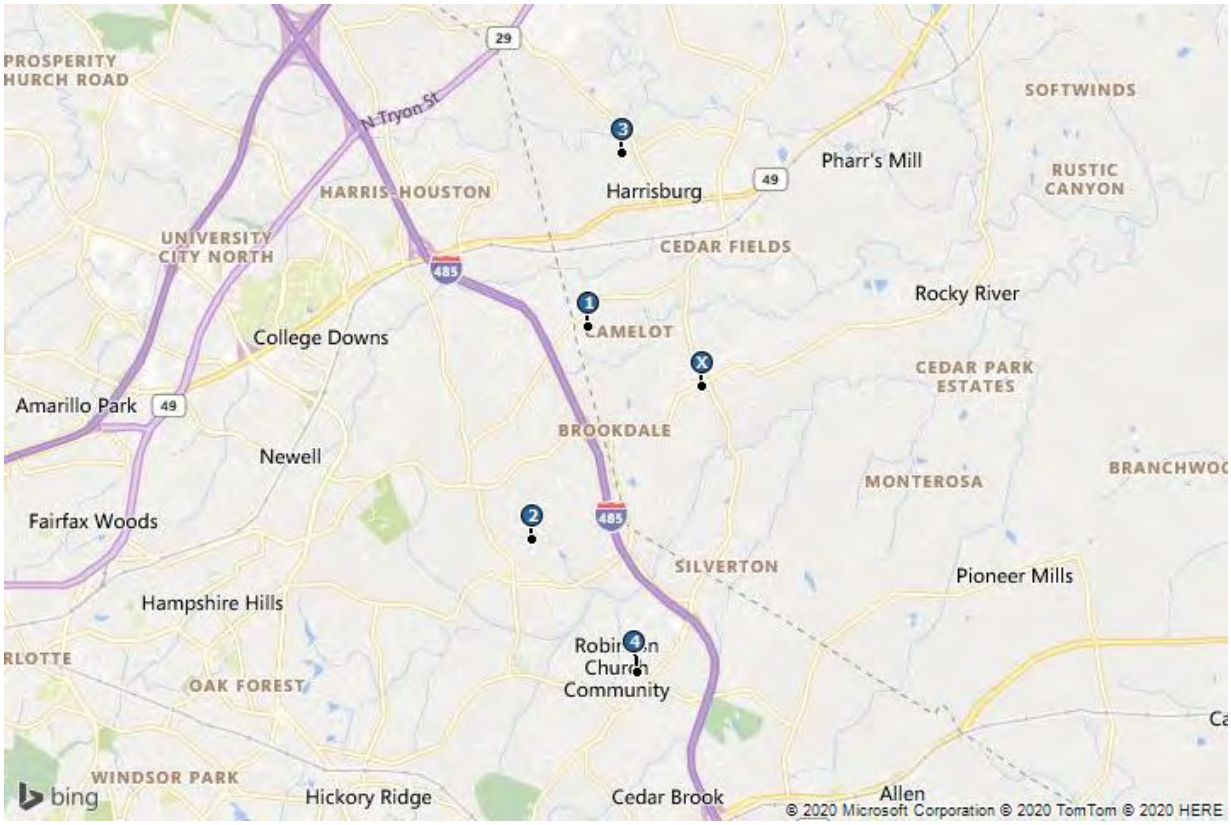
- Location: Similar submarkets in Cabarrus and Mecklenburg Counties
- Size: Approximately 0.5 to 3.5 acres.
- Use: Single-family residential.
- Transaction Date: Within approximately 24 months of the effective date of the appraisal.

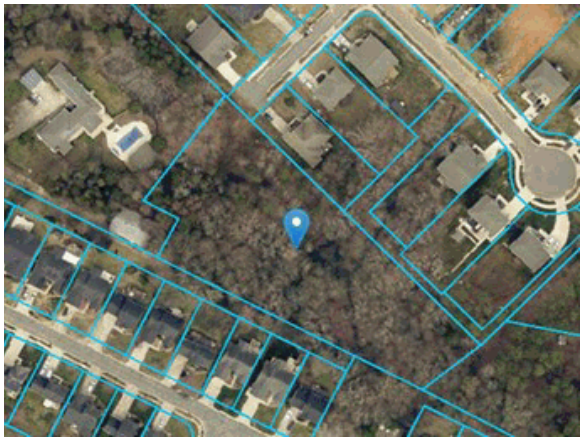
For this analysis, we use price per acre as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Residential Use

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Zoning	$/SF Land	$/Acre
1	1.83 acres of land 6045 Tom Query Rd. Harrisburg Cabarrus County NC	Jul-20 Closed	$115,500	79,715 1.83	Rural Estate	$1.45	$63,115
2	1.92 acres of land 9001 Pleasant Ridge Rd. Charlotte Mecklenburg County NC	Apr-20 Closed	$99,000	83,635 1.92	Residential	$1.18	$51,563
3	0.57 acres of land 5513 Carving Tree Dr. Harrisburg Cabarrus County NC	Aug-19 Closed	$38,000	24,829 0.57	Residential Low Density	$1.53	$66,667
4	Residential Land 10001 Fireside Ln. Charlotte Mecklenburg County NC	Apr-18 Closed	$34,000	21,344 0.49	Residential	$1.59	$69,388
	Subject 1.38-Acre Tract Harrisburg, NC			60,113 1.38	O-I		

Comparable Land Sales Map – Residential Use





Sale 1
1.83 acres of land

Sale 2
1.92 acres of land

Sale 3
0.57 acres of land

Sale 4
Residential Land

Analysis and Adjustment of Sales

Our analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 1.83 acre, or 79,715 square foot, parcel located at 6045 Tom Query Rd., Harrisburg, Cabarrus County, NC. The property sold in July 2020 for $115,500, or $63,115 per acre. A downward adjustment of 5% is indicated for utilities.

Land Sale 2 is a 1.92 acre, or 83,635 square foot, parcel located at 9001 Pleasant Ridge Rd., Charlotte, Mecklenburg County, NC. The property sold in April 2020 for $99,000, or $51,563 per acre. Upward adjustments are indicated for market conditions (1%) and location (20%). A downward adjustment of 5% is indicated for utilities. Overall, an upward adjustment is indicated.

Land Sale 3 is a 0.57 acre, or 24,829 square foot, parcel located at 5513 Carving Tree Dr., Harrisburg, Cabarrus County, NC. The property sold in August 2019 for $38,000, or $66,667 per acre. An upward adjustment of 3% is indicated for market conditions. Downward adjustments are indicated for size (10%) and utilities (5%). Overall, a downward adjustment is indicated.

Land Sale 4 is a 0.49 acre, or 21,344 square foot, parcel located at 10001 Fireside Ln., Charlotte, Mecklenburg County, NC. The property sold in April 2018 for $34,000, or $69,388 per acre. An upward adjustment of 7% is indicated for market conditions. Downward adjustments are indicated for size (10%) and utilities (5%). Overall, a downward adjustment is indicated.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid - Residential Use

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	1.38-Acre Tract	1.83 acres of land	1.92 acres of land	0.57 acres of land	Residential Land
Address	9045 Rocky River Road	6045 Tom Query Rd.	9001 Pleasant Ridge Rd.	5513 Carving Tree Dr.	10001 Fireside Ln.
City	Harrisburg	Harrisburg	Charlotte	Harrisburg	Charlotte
County	Cabarrus	Cabarrus	Mecklenburg	Cabarrus	Mecklenburg
State	North Carolina	NC	NC	NC	NC
Sale Date		Jul-20	Apr-20	Aug-19	Apr-18
Sale Status		Closed	Closed	Closed	Closed
Sale Price		$115,500	$99,000	$38,000	$34,000
Square Feet	60,113	79,715	83,635	24,829	21,344
Acres	1.38	1.83	1.92	0.57	0.49
Zoning Code	O-I	RE	R-3	RL	R-3
Shape	Nearly rectangular	Rectangular	Rectangular	Rectangular	Irregular
Topography	Gently Sloping	Level	Level	Level	Gently Sloping
Utilities Description	Public water; septic	All Available	All Available	All Available	All Available
Price per Acre		**$63,115**	**$51,563**	**$66,667**	**$69,388**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–
Conditions of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length
% Adjustment		–	–	–	–
Market Conditions	8/3/2020	Jul-20	Apr-20	Aug-19	Apr-18
Annual % Adjustment	3%	–	1%	3%	7%
Cumulative Adjusted Price		**$63,115**	**$52,078**	**$68,667**	**$74,245**
Location		–	20%	–	–
Access/Exposure		–	–	–	–
Size		–	–	-10%	-10%
Shape and Topography		–	–	–	–
Zoning		–	–	–	–
Utilities		-5%	-5%	-5%	-5%
Entitlements		–	–	–	–
Net $ Adjustment		-$3,156	$7,812	-$10,300	-$11,137
Net % Adjustment		-5%	15%	-15%	-15%
Final Adjusted Price		**$59,959**	**$59,890**	**$58,367**	**$63,108**
Overall Adjustment		-5%	16%	-12%	-9%

Range of Adjusted Prices	**$58,367 - $63,108**
Average	**$60,331**
Indicated Value	**$60,500**

Land Value Conclusion – Residential Use

Prior to adjustments, the sales reflect a range of $51,563 - $69,388 per acre. After adjustment, the range is narrowed to $58,367 - $63,108 per acre, with an average of $60,331 per acre. We place relatively equal weight on all sales and arrive at a value conclusion as follows:

Land Value Conclusion	
Residential Use	
Indicated Value per Acre	$60,500
Subject Acres	1.38
Indicated Value	$83,490
Adjustments	
Demolition	-$18,000
Total Adjustments	-$18,000
Indicated Value	$65,490
Rounded	$65,000

As previously discussed, we deduct demolition costs as a residential use as the existing improvements are commercial in nature and would not be utilized for a residential use.

Summary of Land Values

Based on this analysis, the individual values follow:

Summary of Land Values

Parcel	Unit of Comparison	Units	Indicated Unit Value	Value Prior to Adjust.	Total Adjustments	Indicated Value	Rounded
Commercial Use	Total SF	60,113	$4.25	$255,479	$0	$255,479	$255,000
Residential Use	Total Acres	1.38	$60,500	$83,490	-$18,000	$65,490	$65,000

Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinions of value are as follows::

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is - Commercial Use	Fee Simple	August 3, 2020	$255,000
Market Value As Is - Residential Use	Fee Simple	August 3, 2020	$65,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The acreage utilized in the report is reliable and correct.
2. One valuation scenario in the appraisal is based on the assumption of a rezoning to allow residential use.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The opinions of value expressed in this report are based on estimates and forecasts that are prospective in nature and subject to considerable risk and uncertainty. Events may occur that could cause the performance of the property to differ materially from our estimates, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. Additionally, our opinions and forecasts are based partly on data obtained from interviews and third party sources, which are not always completely reliable. Although we are of the opinion that our findings are reasonable based on available evidence, we are not responsible for the effects of future occurrences that cannot be reasonably foreseen at this time.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Based on the concluded market values stated previously, it is our opinion that the probable exposure time is 6 to 12 months.

Marketing Period

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. We estimate the subject's marketing period at 6 to 12 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. M. Kyle Winters, MAI, ASA made an interior and exterior inspection of the subject on August 3, 2020. John D. Scott, Jr., MAI did not inspect the subject, but did review the report.
12. No one provided significant real property appraisal assistance to the persons(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, M. Kyle Winters, MAI, ASA and John D. Scott, Jr., MAI have completed the continuing education program for Designated Members of the Appraisal Institute.

15. As of the date of this report, we certify that no signing appraisers are currently Candidates or Practicing Affiliates of the Appraisal Institute.

M. Kyle Winters, MAI, ASA
Certified General Real Estate Appraiser
NC Certificate # A6825

John D. Scott, Jr., MAI
Certified General Real Estate Appraiser
NC Certificate # A4175

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.

11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Charlotte, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. **IRR - Charlotte is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Charlotte. In addition, it is expressly agreed that in any**

action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. IRR - Charlotte is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The acreage utilized in the report is reliable and correct.
2. One valuation scenario in the appraisal is based on the assumption of a rezoning to allow residential use.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

M. Kyle Winters, MAI, ASA

Integra Realty Resources
Charlotte

214 W. Tremont Avenue
Suite 200
Charlotte, NC 28203

T 704-376-0295
F 704-342-3704

irr.com

Experience

Director with Integra Realty Resources-Charlotte. Been engaged in real estate appraisal since 2005, and in April 2008 became a North Carolina State Certified General Real Estate Appraiser. Received South Carolina-Certified General Real Estate Appraiser license in 2009 and Virginia Certified General Real Estate Appraiser license in 2015. Received North Carolina Real Estate Broker's license in 2006.

Has appraised a variety of property types including, but not limited to: vacant land, industrial, manufacturing and distribution facilities, single and multi tenant retail properties, general and medical offices, mixed use developments, subdivision analyses, multifamily apartments, hotels, golf courses, and special purpose properties.

Has completed no less than four (4) going concern appraisals on special use properties within the last 36 months.

Professional Activities & Affiliations

American Society of Appraisers (ASA) , March 2014
Appraisal Institute, Member (MAI) , January 2013

Licenses

North Carolina, Certified General, A6825, Expires June 2021
South Carolina, State Certified General Real Estate Appraiser, CG 6622, Expires June 2022
Virginia, Certified General, 4001017222, Expires March 2021

Education

B.S. Degree, Finance, Virginia Tech, Blacksburg, VA (2001)

Appraisal courses completed are as follows:

R1-Introduction to Real Estate Appraisal
R2-Valuation Principles & Procedures
R3-Applied Residential Property Values
R4-USPAP
G1-Introduction to Income Property Appraisal
G2-Advanced Income Capitalization Procedures
G3-Applied Income Property Valuation
Advanced Income Capitalization (formerly 510)
General Market Analysis & Highest and Best Use (formerly 520)
Advanced Sales Comparison & Cost Approach (formerly 530)
Subdivision Valuation
Advanced Applications (formerly 550)
Report Writing and Valuation Analysis (formerly 540)
General Comprehensive Exam (October 2010)

Qualified Before Courts & Administrative Bodies

North Carolina Superior Court, Yancey County, North Carolina
Warren County North Carolina Zoning Board of Adjustment

kwinters@irr.com - 704.206.8256

NORTH CAROLINA APPRAISAL BOARD

APPRAISER QUALIFICATION CARD

Expires June 30, 2021

M KYLE WINTERS

A6825	G	Y
APPRAISER NUMBER	TYPE	NATIONAL REGISTRY

APPRAISER'S SIGNATURE

EXECUTIVE DIRECTOR

State of South Carolina

BCD 1336306

Department of Labor, Licensing and Regulation

Real Estate Appraisers Board

MATTHEW KYLE WINTERS

Is hereby entitled in practice as a:

Certified General Appraiser

License Number: 6622

Expiration Date: 06/30/2022

OFFICE COPY

Administrator

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

03-31-2021

NUMBER

4001017222

REAL ESTATE APPRAISER BOARD

CERTIFIED GENERAL REAL ESTATE APPRAISER

MATTHEWS KYLE WINTERS
214 WEST TREMONT AVENUE
SUITE 200
CHARLOTTE, NC 28203

DPOR

Mary Broz-Vaughan, Acting Director

Status can be verified at http://www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

John D. Scott, Jr., MAI

Integra Realty Resources
Charlotte

214 W. Tremont Avenue
Suite 200
Charlotte, NC 28203

T 704-376-0295
F 704-342-3704

irr.com

Experience

Managing Director of Integra Realty Resources - Charlotte. Began appraising in May 1993 with Stout-Beck & Associates and in June 1998, became a North Carolina State-Certified General Real Estate Appraiser. In 1994 became a North Carolina Real Estate Salesman.

Appraised a wide variety of property types including but not limited to: vacant land, industrial, manufacturing and distribution facilities, single and multi-tenant retail properties, general and medical offices, subdivision analyses, gas marts, multi-family apartment and condominium complexes, proposed mixed-use developments, and special purpose properties.

Professional Activities & Affiliations

Committee: Metrolina Branch Chapter of The Appraisal Institute, January 2002
Committee: Metrolina Branch Chapter of The Appraisal Institute, January 2003
Member: Appraisal Institute LDAC Participant, January 2003 - December 2005
Vice President: Metrolina Branch Chapter of The Appraisal Institute, January 2004
President: Metrolina Branch of The Appraisal Institute, January 2005
Director: NC Chapter of The Appraisal Institute, January 2005 - January 2007
Associate Guidance Chair: NC Chapter of The Appraisal Institute, January 2006 - January 2008

Royal Institute of Chartered Surveyors, Member (MRICS) , December 2007
Secretary: NC Chapter of The Appraisal Institute, January 2007 - January 2008
Vice President: NC Chapter of The Appraisal Institute, January 2008 - January 2009
President Elect: NC Chapter of The Appraisal Institute, January 2009 - January 2010
President: NC Chapter of The Appraisal Institute, January 2010 - January 2011
Board of Director: Integra Realty Resources Board of Directors, January 2015 - December 2019

Other: Integra Realty Resources Board of Directors, January 2016 - December 2019

Licenses

North Carolina, Certified General Real Estate Appraiser, A4175, Expires June 2021
South Carolina, State Certified General Real Estate Appraiser, CG5147, Expires June 2022
Georgia, Certified General Real Property Appraiser, 368269, Expires February 2021
Virginia, Certified General Real Estate Appraiser, 4001017475, Expires November 2020
Tennessee, Certified General Real Estate Appraiser, 5554, Expires October 2020
West Virginia, State Certified General Real Estate Appraiser, CG20-095, Expires September 2020

Education

B.A. Degree, English, Wofford College, Spartanburg, SC (1993)

Appraisal courses completed are as follows:
110 Appraisal Principles (R-1 equivalent)
R-2, Valuation Principles and Procedures
R-3, Applied Residential Property Valuation
G-1, Introduction to Income Property Appraisal
G-2, Advanced Income Capitalization Procedures
G-3, Applied Income Property Valuation

jscott@irr.com - 704.206.8258

John D. Scott, Jr., MAI

Education (Cont'd)

410/420, Standards of Professional Practice, Part A and B
510, Advanced Income Capitalization
520, Highest and Best Use and Market Analysis
530, Advanced Sales Comparison and Cost Approach
540, Report Writing
550, Advanced Applications

Articles and Publications

"Small-Market Valuations," Commercial Investment Real Estate, August 2013

Qualified Before Courts & Administrative Bodies

North Carolina State Property Tax Commission

Integra Realty Resources
Charlotte

214 W. Tremont Avenue
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NORTH CAROLINA APPRAISAL BOARD

APPRAISER QUALIFICATION CARD

Expires June 30, 2021

REGISTRATION / LICENSE / CERTIFICATE HOLDER

20 **JOHN D SCOTT JR** 21

A4175	G	Y
APPRAISER NUMBER	TYPE	NATIONAL REGISTRY

APPRAISER'S SIGNATURE — EXECUTIVE DIRECTOR

State of South Carolina BCD 1324916

Department of Labor, Licensing and Regulation

Real Estate Appraisers Board

JOHN D SCOTT Jr

Is hereby entitled in practice as a:

Certified General Appraiser

License Number: **5147**

Expiration Date: 06/30/2022

POCKET CARD

Laura L. Smith

Administrator

JOHN SCOTT

**368269**

Status **ACTIVE**

END OF RENEWAL
02/28/2021

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

LYNN DEMPSEY
Real Estate Commissioner

1564171251606445

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
11-30-2020

NUMBER
4001017475

REAL ESTATE APPRAISER BOARD

CERTIFIED GENERAL REAL ESTATE APPRAISER

JOHN DEADERICK SCOTT JR
214 W TREMONT AVENUE
SUITE 200
CHARLOTTE, NC 28203

DPOR

Status can be verified at http://www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

11306224

State of Tennessee

TENNESSEE REAL ESTATE APPRAISER COMMISSION
CERTIFIED GENERAL REAL ESTATE APPRAISER
JOHN D. SCOTT JR.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 5554
LIC STATUS: ACTIVE
EXPIRATION DATE: October 14, 2020

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

State of West Virginia
WV Real Estate Appraiser Licensing & Certification Board
This is to certify that

Certified General CG20-095
Expiration: 9/30/2020
John D Scott Jr
214 W Tremont Ave
Suite 200
Charlotte, NC 28203

has met the requirements of the law, and is authorized to appraise real estate and real property in the State of West Virginia.

Executive Director

About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com

Addendum B

Property Information

BOOK 466 PAGE 366 00085

THIS INDENTURE, Made this the 24th day of June in the year of our Lord one thousand, nine hundred and seventy-six (1976) between

Dorothy Spears Haynes and husband, Willie Haynes

of the county of Cabarrus and State of North Carolina, of the first part, and

Harrisburg Volunteer Fire Department, Inc.,

of the county of Cabarrus and State of North Carolina, of the second part,

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of

Ten Dollars and other valuable considerations----------xxxxxx

to the said part ies of the first part, in hand paid, the receipt whereof is hereby acknowledged, ha ve bargained, sold and conveyed, and by these presents do bargain, sell and convey, unto the said part y of the second part, its successors xxxs, and assigns,

the following described real estate, situate, lying and being in the County of Cabarrus and State of North Carolina, bounded as follows, to-wit:

Lying and being in No. 1 Township, Cabarrus County, North Carolina, adjoining the lands of Lillie Davis Barnes, Dorothy Spears Haynes, Clarence Miller, and Margaret Spears Russell, and others, and being a part of the 2.77 acre tract conveyed to Dorothy Spears Haynes by Arthur "Preach" Spears and wife, Cretolia Spears, and being more particularly described as follows:

BEGINNING at an iron on the north edge of the Rocky River Road (SR 1139) (said iron being located S. 72-26 W. 516.05 feet from an iron pin located in the center of the intersection of the Rocky River Road and the Robinson Church Road (SR 1168)), and runs thence N. 72-26 E. 276.19 feet to an iron on the north edge of the Rocky River Road; thence S. 20-04 E. 268.42 feet (crossing an iron stake on the south edge of the Rocky River road at 48.1 feet) to an iron stake in the line of Margaret Spears Russell; thence S. 63-21 W. 150.54 feet along the line of Margaret Spears Russell to an iron stake in the line of Clarence Miller; thence N. 43-04 W. 323.44 feet (crossing an iron stake on the south edge of the Rocky River Road at 258.1 feet) to the BEGINNING, and containing 1.386 acres, more or less, as platted by Walter L. Furr, Jr., Registered Land Surveyor, Concord, North Carolina, dated June 16, 1976.

This property is subject to a twenty (20) foot right-of-way conveyed to Margaret Spears Russell in Deed Book 448, Page 399, Cabarrus County Registry.

For back reference see Deed Book 448, Page 396, Cabarrus County Registry.

NORTH CAROLINA Real Estate P.B. 10702 00.00

Prepared by: Wesley B. Grant, Atty.
Mailed: Grantee, P.O. Box 325, Harrisb, N. C.

7003
0347

33594

BOOK 7003 PAGE 347

CABARRUS COUNTY
FILED
09/06/2006 4:26 PM
LINDA F. MCABEE
Register Of Deeds
By. _____ Deputy/Asst.
EXCISE TAX $0.00

Excise Tax | Recording Time, Book and Page

Tax Lot No. | Parcel Identifier No. 01-015-0098.00, 01-024-0023.30; 01-018-0012.00 & part of 01-024-0014.00

Verified by _____ County on the _____ Day of _____, _____
by _____

Mail after recording to grantee

This instrument was prepared by Richard M. Koch

Brief description for the Index | 4 tracts

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30th day of August, 2006, by and between

GRANTOR	GRANTEE
HARRISBURG VOLUNTEER FIRE DEPARTMENT AND RESCUE, INC.	TOWN OF HARRISBURG Post Office Box 100 Harrisburg, North Carolina 28075

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that

certain lot or parcel of land situated in the City of _____, No. 1 Township, Cabarrus County, North Carolina and more particularly described as follows:

See attached Schedule A.

'06

7003
0348

BOOK 7003 PAGE 348

The property hereinabove described was acquired by Grantor by instrument recorded in _____.

A map showing the above described property is recorded in Plat Book _____ page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:
All easements, rights of way and restrictions of record and the lien of ad valorem property taxes.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Harrisburg Volunteer Fire Department and Rescue, Inc.
(Corporate Name)

By: Robin Torrence

President

ATTEST: _____

Secretary (Corporate Seal)

SEAL-STAMP

USE BLACK INK ONLY

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Use Black Ink

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____

_____ Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, _____.

My commission expires: _____ Notary Public

SEAL-STAMP

DEAN M. MELTON NOTARY PUBLIC CABARRUS COUNTY, N.C.

Use Black Ink

NORTH CAROLINA, Cabarrus County.

I, a Notary Public of the County and State aforesaid, certify that Robin Torrence

personally came before me this day and acknowledged that ~~—~~ he is President ~~Secretary~~ of Harrisburg Volunteer Fire Department and Rescue, Inc. a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed ~~in its name by its~~ President, ~~sealed with its corporate seal and attested by~~ _____ as its ~~Secretary~~

Witness my hand and official stamp or seal, this 30th day of August, 2006.

My commission expires: 9-7-09 Dean M. Melton Notary Public

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant – Register of Deeds

Schedule A
(page 1 of 3)

Tract 1 (Fire Station No. 1, Parcel 01-015-0098.00)

Lying and Being in the town of Harrisburg, Number One (1) Township of Cabarrus County, North Carolina, on the West side of Morehead Road (SR 1300), and on the East side of Williams Road, adjoining the Subdivision of Valhalla, and also adjoining the unplatted portion of the Subdivision of Harrisburg Park, and being more fully described as follows:

BEGINNING at an iron stake on the West side of Morehead Road, a corner of Lot Number 38 of Valhalla, Section 2, (Map Book 13, Page 50) and runs thence with the line of Lot Numbers 38 and 39, South 78-45 West 249.22 feet to an iron stake, rear corner of Lot Numbers 39 and 40; thence with the line of Lot Number 40 South 83-15 West 128.40 feet to an iron stake on the East side of Williams Road, corner of Lot Number 40; thence with the East side of Williams Road, three (3) lines as follows: First; North 06-45 West 4.88 feet to an iron stake; thence Second, North 16-23 West 84.94 feet to an iron stake; thence; Third, North 65-56 West 17.11 feet to an iron stake, corner of Lot Number 123, Valhalla, Section 5 (Map Book 15, Page 60); thence with the line of Lot Number 123 North 23-56 East 152.61 feet to an iron stake, rear corner of said Lot Number 123; thence with the rear line of said Lot North 65-45 West 32.36 feet to an iron stake in line, rear corner of Dwight W. Shores (Deed Book 485, page 618) (also, see Deed Book 426, Page 168); thence with the line of Shores and Alvin D. Bumgardner (Deed Book 413, Page 401) (said properties being a portion of the unplatted part of Harrisburg Park) North 61-13 East 246.12 feet (passing an iron stake in line at 46.12 feet) to an iron stake on the West side of Morehead Road, front corner of Bumgardner; thence with the West side of Morehead Road South 28-35-40 East 325.64 feet to the point of BEGINNING, containing 2.09 acres, more or less, as surveyed and platted by Edward R. Buckner, R.L.S., March 8, 1986; SUBJECT TO the Right of Way for Morehead Road.

Schedule A
(page 2 of 3)

Tract II (Fire Station No. 2, Parcel 01-024-0023.30)

Lying and being in No. 1 Township, Cabarrus County, North Carolina, adjoining the lands of Lillie Davis Barnes, Dorothy Spears Haynes, Clarence Miller, and Margaret Spears Russell, and others, and being a part of the 2.77 acre tract conveyed to Dorothy Spears Haynes by Arthur "Preach" Spears and wife, Cretolia Spears, and being more particularily described as follows:

BEGINNING at an iron on the north edge of the Rocky River Road (SR 1139) (said iron being locatd S. 72-26 W. 516.05 feet from an iron pin located in the center of the intersection of the Rocky River Road and the Robinson Church Road (SR 1168), and runs thence N. 72-26 E. 276.19 feet to an iron on the north edge of the Rocky River Road; thence S. 20-04 E. 268.42 feet (crossing an iron stake on the south edge of the Rocky River Road at 48.1 feet) to an iron stake in the line of Margaret Spears Russell; thence S. 63-21 W. 150.54 feet along the line of Margaret Spears Russell to an iron stake in the line of Clarence Miller; thence N. 43-04 W. 323.44 feet (crossing an iron stake on the south edge of the Rocky River Road at 258.1 feet) to the BEGINNING, and containing 1.386 acres, more or less, as platted by Walter L. Furr, Jr., Registered Land Surveyor, Concord, North Carolina, dated June 16, 1976..

This property is subject to a twenty (20) foot right –of-way conveyed to Margaret Spears Russell in Deed Book 448, Page 399, Cabarrus County Registry.

Schedule A
(page 3 of 3)

Tract III (Mickle property, part of Parcel 01-024-0014.00)

Beginning at a No. 4 rebar, said rebar being the common boundary line between the property now or formerly of S. Russell Mickle and wife, Pauline L. Mickle (Deed Book 395, Page 169) and E. J. Russell (Deed Book 514, Page 397), said rebar being at the Southeast corner of the S. Russell Mickle and Pauline L. Mickle property (now or formerly) (Deed Book 395, Pgae 169) and said beginning point being S 79 degrees 24 minutes 57 seconds W. 36.69 feet from a pinch top pipe in the boundary line of Lot 3B Elm Run Subdivision, Map Book 31, Page 94 of the Cabarrus County Public Registry, said property being now or formerly property of S. J. McGinnis, Jr. (Deed Book 3466, Pgae 294) and proceeding from said rebar S 79 Degrees 24 minutes 57 seconds W 940.25 feet to the center pin in Rocky River Road (SR 1139); thence proceeding N 14 degrees 59 minutes 24 seconds E 159.43 feet to a center pin in the center line of Rocky River Road; thence with the arc of a curve to the right and with an arc radius of 3292.61 feet N 20 degrees 47 minutes 44 seconds E 590.41 feet to a center pin in Rocky River Road; thence N 25 degrees 21 minutes 2 seconds E 91.40 feet to a center pin in Rocky River Road, the Northwesterly corner of property of and the Eastern boundary line of S. Russell Mickle and Pauline L. Mickle (now or formerly) (Deed Book 395, Page 169); thence along the Easterly boundary line of S. Russell Mickle and Pauline L. Mickle (now or formerly) (Deed Book 395, Page 169) and the Westerly boundary line of S. J. McGinnis, Jr., (now or formerly) (Deed Book 3466, Page 297) S 45 degrees 50 minutes 40 seconds E 884.06 to the point and place of beginning; being an 8.10 acre tract of land, as shown on Survey by Harrisburg Surveying (James T. West, Surveyor), dated 12/28/05, for the Harrisburg Volunteer Fire Department, and being a part of the property conveyed in Deed Book 6196 at Page 659 of the Cabarrus County Public Registry.

Tract IV (Boelte property, Parcel 01-018-0012.00)

Lying and being in No. 1 Township, Cabarrus County, NC on the South side of the Harrisburg-Rocky River Church Road, adjoining the lands of Hoyt McCachern and others and bounded as follows:

BEGINNING at a point in a road leading Southeast from the Harrisburg-Rocky River Church Road, a new corner of Hoyt McCachern (said point has a bearing of S. 27 East 31 feet from an iron stake on the North side of said road), and runs thence N. 76 1/2 W. 325 feet to an iron stake on the South side of road; thence N. 84 1/2 W. 225 feet to an iron stake in the South edge of the Harrisburg-Rocky River Church Road, a new corner of Hoyt McCachern; thence N. 62 1/2 E. 435 feet to a point in the Harrisburg-Rocky River Church Road, a new corner of Hoyt McCachern; thence a new line S. 27 E. (passing an iron stake at a distance of 12 feet) 339 feet to the BEGINNING, as surveyed by Guy J. Fisher, Registered Engineer, January 10th, 1952.

TOWN OF HARRISBURG **A NC MUNICIPAL CORP**
9045 ROCKY RIVER RD HARRISBURG NC 28075
6991597

COUNTY TAX (100), HARRISBURG CITY TAX (100)
Reval Year: 2020 Tax Year: 2020 SOUTH SIDE ROCKY RIVER RD
Appraised by NH on 01/24/2018 15327 ELM RUN

Return/Appeal Notes: **Parcel: 5506 65 9172 0000**
PLAT: 00000/00000
FIRE STATION #2 ID NO: 01 024 0023.30 0000
CARD NO. 1 of 1
1.3800 AC SRC= Estimated
TW-01 CI-01 FR-00 EX-Y AT- LAST ACTION 20191211

CONSTRUCTION DETAIL

Foundation - 4 Spread Footing	8.00
Sub Floor System - 2 Slab on Grade- Residential/Commercial	8.00
Exterior Walls - 21 Face Brick	38.00
Roofing Structure - 10 Steel Frame or Truss	18.00
Roofing Cover - 01 Min. Roofing (Corr. or SH. M.)	3.00
Interior Wall Construction - 1 Masonry or Minimum	5.00
Interior Floor Cover - 03 Concrete Finished	2.00
Heating Fuel - 04 Electric	1.00
Heating Type - 03 Forced Air - Not Ducted	3.00
Air Conditioning Type - 03 Central	8.00
Commercial Heat & Air - 2 Packaged Units	0.00
Structural Frame - 06 Steel	15.00
Ceiling & Insulation - 09 No Ceiling - Roof Insulated	1.00
Average Rooms Per Floor - 4 Average Rooms Per Floor	0.00
Floor Number - 01 Floor	0.00
Half-Bathrooms BAS - 0 FUS - 0 LL - 0	_
Plumbing Fixtures 4.00	5.000
Office BAS - 0 FUS - 0 LL - 0	0
TOTAL POINT VALUE	115.000

BUILDING ADJUSTMENTS

Non-Std Wall Height	24	Non-Std Wall Height	1.2300
Quality	3	Average	1.0000
Shape/Design	3	MF3	1.0000
Size	Size	Size	1.2500
TOTAL ADJUSTMENT FACTOR			1.540
TOTAL QUALITY INDEX			177

MARKET VALUE

USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB
86	06	3,150	177	254.88	802872	1977	1977

TYPE: COUNTY OFFICE WAREHOUSE/INDUSTRIAL

STYLE: 1 - 1.0 Story

DEPRECIATION

Standard 0.68000

% GOOD 32.0

CORRELATION OF VALUE

CREDENCE TO MARKET

DEPR. BUILDING VALUE - CARD	256,920
DEPR. OB/XF VALUE - CARD	8,480
MARKET LAND VALUE - CARD	189,010
TOTAL MARKET VALUE - CARD	454,410
TOTAL APPRAISED VALUE - CARD	454,410
TOTAL APPRAISED VALUE - PARCEL	454,410
TOTAL PRESENT USE VALUE - PARCEL	0
TOTAL VALUE DEFERRED - PARCEL	0
TOTAL TAXABLE VALUE - PARCEL $	454,410

PRIOR

BUILDING VALUE	173,210
OBXF VALUE	7,690
LAND VALUE	189,010
PRESENT USE VALUE	0
DEFERRED VALUE	0
TOTAL VALUE	369,910

PERMIT

CODE	DATE	NOTE	NUMBER	AMOUNT

ROUT: WTRSHD:

SALES DATA

OFF. RECORD BOOK	PAGE	DATE MO	YR	DEED TYPE	Q/U	V/I	INDICATE SALES PRICE
07003	0347	9	2006	GW	A	I	0

BUILDING AREA 1,800

NOTES

SUBAREA

TYPE	GS AREA	%	RPL CS
BAS	1,800	100	458784
FGD	1,800	075	344088
FIREPLACE	1 - None		0
SUBAREA TOTALS	3,600		802,872

CODE	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AYB	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE
10D	DRIVE CON		0	0	1,800	4.20	100	1	0.80	1977	1998	S5		50	3024
09	PAVING ASP		0	0	3,600	1.80	100	1	1.15	1995	1998	S5		50	3726
06	FENCE CL4		0	0	300	10.50	100	1	1.00	1997	1997	S5		30	945
066	FENCE CL6		0	0	200	13.00	100	1	1.00	1997	1997	S5		30	780
TOTAL OB/XF VALUE															8,475

BUILDING DIMENSIONS FGD=W60S30 BAS=S30E60N30W60$ E60N30$.

LAND INFORMATION

HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
COUNTY	8600	OI	276	0	2.2820	7	0.7500	+10 -35 +00 +00 +00	PW	80,000.00	1.380	AC	1.712	136,960.00	189005		
TOTAL MARKET LAND DATA												1.380				189,010	
TOTAL PRESENT USE DATA																	

Addendum C

Comparable Data

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	Medical Office Land
Sub-Property Type:	Commercial
Address:	13529 Reese Blvd. W.
City/State/Zip:	Huntersville, NC 28078
County:	Mecklenburg
Submarket:	Huntersville/Cornelius
Market Orientation:	Suburban
IRR Event ID:	2473404

Sale Information

Sale Price:	$270,000
Effective Sale Price:	$270,000
Sale Date:	04/01/2020
Sale Status:	Closed
$/SF GBA:	$15.71
$/SF NRA:	$17.84
$/Acre(Gross):	$135,651
$/Land SF(Gross):	$3.11
$/Acre(Usable):	$135,651
$/Land SF(Usable):	$3.11
$/Land SF(Potential):	$15.71
Grantor/Seller:	Bank of America, N.A., as Trustee for the Bank of America Pension Plan
Grantee/Buyer:	LPSD Properties, LLC
Property Rights:	Fee Simple
Document Type:	Deed
Recording No.:	34430/318
Rent Controlled:	No
Verified By:	Mary Stanton Coltrane
Verification Date:	07/02/2020
Confirmation Source:	Charlie Thomason
Verification Type:	Confirmed-Buyer

Improvement and Site Data

MSA:	Charlotte-Concord-Gastonia, NC-SC
Legal/Tax/Parcel ID:	017-184-04
GBA-SF:	17,188
NRA-SF:	15,134
Acres(Usable/Gross):	1.99/1.99
Land-SF(Usable/Gross):	86,703/86,703
Usable/Gross Ratio:	1.00
Year Built:	2021
Most Recent Renovation:	N/A
Property Class:	A
M&S Class:	A
Construction Quality:	Good
No. of Buildings/Stories:	1/2
Total Parking Spaces:	100
Park. Ratio 1000 SF GLA:	6.61
Park. Ratio 1000 SF GBA:	5.82
Fire Sprinkler Type:	Yes
Roof,Heating,AC Comm.:	Flat-built up
Topography:	Rolling
Corner Lot:	No
Frontage Feet:	258
Frontage Desc.:	Reese Blvd. W.
Bldg. to Land Ratio FAR:	0.20
Zoning Code:	CB
Zoning Desc.:	Corporate Business
Flood Plain:	No
Flood Zone Designation:	X
Comm. Panel No.:	37119C4640K
Date:	09/02/2015
Source of Land Info.:	Other

Land Sale Profile

Sale No. 1

Comments

Based on our concluded as is value via the appraisal ($350,000), as well as conversations with the property contact, this sale was sold below market, as this was the last piece of property in the Huntersville Business Park owned by Bank of America. Based on our appraisal, the land sold approximately 29% below market.

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	Proposed Medical Office
Sub-Property Type:	Commercial, Office
Address:	2550 Freedom Dr.
City/State/Zip:	Charlotte, NC 28208
County:	Mecklenburg
Submarket:	Southwest Charlotte
Market Orientation:	Suburban
Property Location:	Access via Effingham Rd
IRR Event ID:	2339951

Sale Information

Sale Price:	$240,000
Effective Sale Price:	$240,000
Sale Date:	03/23/2020
Recording Date:	04/16/2020
Contract Date:	09/23/2019
Listing Price:	$250,000
Sale Status:	Closed
$/Acre(Gross):	$229,073
$/Land SF(Gross):	$5.26
$/Acre(Usable):	$229,073
$/Land SF(Usable):	$5.26
Grantor/Seller:	Aldi LLC
Grantee/Buyer:	Hajoen and Suchen Holdings, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale:	Arm's Length
Document Type:	Deed
Recording No.:	book 34392 page 594
Verified By:	Emily C. Paprota
Verification Date:	02/17/2020
Confirmation Source:	Darren Wood, Providence Group
Verification Type:	Confirmed-Seller Broker

Improvement and Site Data

MSA:	Charlotte-Concord-Gastonia, NC-SC
Legal/Tax/Parcel ID:	065-015-72
Acres(Usable/Gross):	1.05/1.05
Land-SF(Usable/Gross):	45,638/45,638
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Gently Sloping
Corner Lot:	No
Frontage Desc.:	No frontage on Freedom Dr
Zoning Code:	B-2
Zoning Desc.:	General Business
Flood Plain:	No
Flood Zone Designation:	X
Comm. Panel No.:	37119C4534K
Date:	09/02/2015
Utilities:	Electricity, Water Public, Sewer
Source of Land Info.:	Public Records

Comments

Buyer plans to building a medical office. Property does not have frontage on a road. According to the broker, an access easement for ingress and egress will be recorded at closing

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	3.83 Acres
Sub-Property Type:	Commercial
Address:	11024 Lawyers Rd.
City/State/Zip:	Mint Hill, NC 28227
County:	Mecklenburg
Submarket:	Southeast Charlotte
Market Orientation:	Suburban
IRR Event ID:	2235761

Sale Information

Sale Price:	$600,000
Effective Sale Price:	$605,000
Sale Date:	08/05/2019
Recording Date:	08/05/2019
Sale Status:	Closed
$/Acre(Gross):	$157,881
$/Land SF(Gross):	$3.62
$/Acre(Usable):	$157,881
$/Land SF(Usable):	$3.62
Grantor/Seller:	Richard Evans, Jerry Evans, Margaret Austin, Thomas Flowe & Billy Flowe
Grantee/Buyer:	LRH Holdings LLC
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Terms of Sale:	Arm's Length
Document Type:	Deed
Recording No.:	33732/271
Verified By:	M. Kyle Winters, MAI, ASA
Verification Date:	09/05/2019
Confirmation Source:	John Hadley, Nichols Company
Verification Type:	Confirmed-Buyer Broker

Sale Analysis

Other Adj.:	$5,000
Adjust. Comments:	Demolition of SFH

Improvement and Site Data

Legal/Tax/Parcel ID:	13538161
Acres(Usable/Gross):	3.83/3.83
Land-SF(Usable/Gross):	166,922/166,922
Usable/Gross Ratio:	1.00
Shape:	Irregular
Topography:	Level
Corner Lot:	Yes
Frontage Feet:	765
Frontage Desc.:	478' Lawyers Rd 287' Evand Rd
Zoning Code:	R DO-B
Zoning Desc.:	Residential Downtown Overlay-General Business
Flood Plain:	No
Utilities:	Electricity, Water Public, Sewer
Source of Land Info.:	Other

Comments

Proposed improvements include an office building with ground floor retail. Property was reportedly under contract at approximately $675,000. The price was reduced to $600,000 due to S.W.I.M. Buffer on the site impacting the usable acreage and its development potential.

3.83 Acres

Comments (Cont'd)

The home on the property, built in 1930, adds no value.

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	Commercial Land
Sub-Property Type:	Commercial, Office
Address:	707 Glendora Dr.
City/State/Zip:	Charlotte, NC 28212
County:	Mecklenburg
Submarket:	East Charlotte
Market Orientation:	Suburban
IRR Event ID:	2256029

Sale Information

Sale Price:	$190,000
Effective Sale Price:	$190,000
Sale Date:	12/17/2018
Sale Status:	Closed
$/Acre(Gross):	$200,000
$/Land SF(Gross):	$4.59
$/Acre(Usable):	$200,000
$/Land SF(Usable):	$4.59
Grantor/Seller:	Helen Keretsis
Grantee/Buyer:	MORA Suites, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	33173/904
Verified By:	James J. Katon, MAI, SRA, CCIM, ASA
Verification Date:	07/24/2019
Confirmation Source:	Henry Blanton
Verification Type:	Confirmed-Seller Broker

Improvement and Site Data

Legal/Tax/Parcel ID:	16302157
Acres(Usable/Gross):	0.95/0.95
Land-SF(Usable/Gross):	41,382/41,382
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Gently Sloping
Corner Lot:	Yes
Frontage Feet:	403
Frontage Desc.:	223' Glendora Dr 180' Monroe Rd
Zoning Code:	O-2
Zoning Desc.:	Office District
Easements:	Yes
Easements Desc.:	Overhead power R/W
Flood Plain:	No
Utilities:	Electricity
Source of Land Info.:	Other

Comments

Broker: Henry Blanton 704-763-2051, Take Flight Properties reported to be arm's length

Land Sale Profile

Sale No. 5

Location & Property Identification

Property Name:	Dollar General site
Sub-Property Type:	Commercial, Retail
Address:	2500 Lane St.
City/State/Zip:	Kannapolis, NC 28081
County:	Cabarrus
Submarket:	Rowan County
Market Orientation:	Suburban

IRR Event ID: 2158727

Sale Information

Sale Price:	$279,000
Effective Sale Price:	$279,000
Sale Date:	07/27/2018
Recording Date:	07/27/2018
Contract Date:	10/07/2017
Sale Status:	Closed
$/SF GBA:	$30.66
$/SF NRA:	$30.66
$/Acre(Gross):	$180,233
$/Land SF(Gross):	$4.14
$/Acre(Usable):	$180,233
$/Land SF(Usable):	$4.14
$/Land SF(Potential):	$30.66
Grantor/Seller:	Reba Byrd Gibson (1/3 int) and Raymond D. Gibson (1/3 int) and Ronnie K. Byrd (1/3 int)
Grantee/Buyer:	Teramore Development, LLC
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Terms of Sale:	Arm's length
Document Type:	Deed
Recording No.:	13107/254
Verified By:	David M. Karhan
Verification Date:	01/30/2018

Confirmation Source:	Jessica Dubois, Teramore Development, LLC
Verification Type:	Confirmed-Buyer

Improvement and Site Data

MSA:	Charlotte-Concord-Gastonia, NC-SC
Legal/Tax/Parcel ID:	5634-01-1144-0000
GBA-SF:	9,100
NRA-SF:	9,100
Acres(Usable/Gross):	1.55/1.55
Land-SF(Usable/Gross):	67,430/67,430
Usable/Gross Ratio:	1.00
Year Built:	2018
Most Recent Renovation:	N/A
Property Class:	A
M&S Class:	S
Construction Quality:	Good
Improvements Cond.:	Excellent
Exterior Walls:	Brick
No. of Buildings/Stories:	1/1
Multi-Tenant/Condo.:	No/No
No. of Truck Doors:	3
Overhead/Grade/Bay:	2
Percent Office:	13%
Clear Height(Feet):	16.00
Total Parking Spaces:	31
Park. Ratio 1000 SF GLA:	3.41
No. Surface Spaces:	30

Dollar General site

Land Sale Profile

Sale No. 5

Improvement and Site Data (Cont'd)

Park. Ratio 1000 SF GBA:	3.41
Fire Sprinkler Type:	None
Air-Conditioning Type:	Central
Roof,Heating,AC Comm.:	Metal, standing seam
Shape:	Rectangular
Topography:	Gently Sloping
Corner Lot:	Yes
Frontage Feet:	407
Frontage Desc.:	Lane Street
Frontage Type:	2 way, 1 lane each way
Traffic Control at Entry:	Traffic light
Traffic Flow:	Moderate
Traffic Count:	8,900 & 3,200 vpd
AccessibilityRating:	Average
Visibility Rating:	Excellent
Bldg. to Land Ratio FAR:	0.13
Zoning Code:	C-1
Zoning Desc.:	Light Commercial and Office District
Flood Plain:	No
Flood Zone Designation:	X
Comm. Panel No.:	37025C5634K
Date:	06/16/2009
Utilities:	Electricity, Water Public, Sewer
Utilities Desc.:	All public available
Source of Land Info.:	Engineering Report

Comments

Purchased for development of a Dollar General.

Land Sale Profile

Sale No. 6

Location & Property Identification

Property Name:	Commercial Land
Sub-Property Type:	Commercial
Address:	1750 Trinity Church Rd.
City/State/Zip:	Concord, NC 28027
County:	Cabarrus
Submarket:	Concord
Market Orientation:	Suburban
IRR Event ID:	1978811

Corner Lot:	No
Frontage Feet:	370
Frontage Desc.:	Trinity Church Rd
Zoning Code:	C-2
Zoning Desc.:	Commercial
Flood Plain:	No
Utilities:	Electricity
Source of Land Info.:	Other

Sale Information

Sale Price:	$1,242,000
Effective Sale Price:	$1,242,000
Sale Date:	05/01/2018
Sale Status:	Closed
$/Acre(Gross):	$140,181
$/Land SF(Gross):	$3.22
$/Acre(Usable):	$140,181
$/Land SF(Usable):	$3.22
Grantor/Seller:	Ronald & Patricia Page
Grantee/Buyer:	Cabarrus County
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	12981/289
Verified By:	Durette Woods
Verification Date:	08/19/2019
Confirmation Source:	Jonathon Marshall - City of Concord
Verification Type:	Confirmed-Buyer

Comments

Confirmed Sale with Jonathon Marshall, Assistant County Manager with Cabarrus County. The property was purchased for future expansion of Rowan Cabarrus Community College. Cabarrus County Manager worked on sale. Mike Downs 704-920-2820 mkdowns@cabarruscounty.us

Improvement and Site Data

Legal/Tax/Parcel ID:	56016878010000
Acres(Usable/Gross):	8.86/8.86
Land-SF(Usable/Gross):	385,942/385,942
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Level

Land Sale Profile

Sale No. 7

Location & Property Identification

Property Name:	Venture Church Land
Sub-Property Type:	Commercial
Address:	9515 Rocky River Rd.
City/State/Zip:	Harrisburg, NC 28075
County:	Cabarrus
Submarket:	Concord
Market Orientation:	Suburban
IRR Event ID:	2491737

Legal/Tax/Parcel ID:	55064115310000 and 55063223900000
Acres(Usable/Gross):	1.48/1.48
Land-SF(Usable/Gross):	64,468/64,468
Usable/Gross Ratio:	1.00
Shape:	Irregular
Topography:	Gently Sloping
Corner Lot:	No
Frontage Feet:	313
Frontage Desc.:	Rocky River Rd
Zoning Code:	CZ-C2
Zoning Desc.:	Commercial COnditional
Easements:	No
Environmental Issues:	No
Flood Plain:	No
Utilities:	Electricity, Water Public, Sewer
Utilities Desc.:	Available
Source of Land Info.:	Public Records

Sale Information

Sale Price:	$375,000
Effective Sale Price:	$375,000
Sale Date:	11/06/2017
Sale Status:	Closed
$/Acre(Gross):	$253,378
$/Land SF(Gross):	$5.82
$/Acre(Usable):	$253,378
$/Land SF(Usable):	$5.82
Grantor/Seller:	Susan Cochrane Blount and husband, William Curtis Blount
Grantee/Buyer:	Venture Church Harrisburg
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	Book 12754, Page 228 and 331
Verified By:	M. Kyle Winters, MAI, ASA
Verification Date:	08/18/2020
Confirmation Source:	Venture Church and sales contract
Verification Type:	Confirmed-Buyer

Comments

Property was acquired as part of an assemblage for the Venture Church facility. One parcel was improved with an older home that had no contributing value.

The property was zoned mixed use residential and office and was rezoned to commercial.

Improvement and Site Data

Land Sale Profile

Sale No. 8

Location & Property Identification

Property Name:	Dollar General site
Sub-Property Type:	Commercial, Retail
Address:	3661 Poplar Tent Rd.
City/State/Zip:	Concord, NC 28027
County:	Cabarrus
Submarket:	Concord
Market Orientation:	Suburban
IRR Event ID:	1399932

Proposed Use Change:	Yes
Proposed Use Desc.:	Dollar General retail store

Sale Information

Sale Price:	$275,000
Effective Sale Price:	$275,000
Sale Date:	06/21/2017
Recording Date:	06/21/2017
Contract Date:	08/04/2016
Sale Status:	Closed
$/Acre(Gross):	$156,570
$/Land SF(Gross):	$3.59
$/Acre(Usable):	$156,570
$/Land SF(Usable):	$3.59
Grantor/Seller:	VSP Business, LLC
Grantee/Buyer:	Teramore Development, LLC
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Terms of Sale:	Arm's length
Document Type:	Deed
Recording No.:	12545/207
Verified By:	David M. Karhan
Verification Date:	08/27/2016
Confirmation Source:	Jessica Dubois, Teramore Development
Verification Type:	Confirmed-Buyer

Sale Analysis

Current Use at T.O.S.:	Vacant land

Improvement and Site Data

MSA:	Charlotte-Concord-Gastonia, NC-SC
Legal/Tax/Parcel ID:	5610 19 6049 0000
Acres(Usable/Gross):	1.76/1.76
Land-SF(Usable/Gross):	76,510/76,510
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Level
Vegetation:	Minimal
Corner Lot:	Yes
Frontage Feet:	200
Frontage Desc.:	200' Poplar Tent Rd; 369' Rock Hill Church Road NW
Frontage Type:	2 way, 1 lane each way
Traffic Control at Entry:	Traffic light
Traffic Flow:	Moderate
Traffic Count:	15k vpd Poplar Tent Rd; 3,600 vpd Rock Hill Church
AccessibilityRating:	Average
Visibility Rating:	Good
Zoning Code:	C-1
Zoning Desc.:	Light Commercial and Office District
Flood Plain:	No
Utilities:	Electricity, Water Public, Sewer

Dollar General site

Land Sale Profile

Sale No. 8

Improvement and Site Data (Cont'd)

Source of Land Info.: Other

Comments

Property acquired for development of a Dollar General retail store. Based on available evidence at the time of the sale, the buyer paid a slightly below-market price (purchase price was approximately 5% to 10% below market, based on the appraisal used to finance the acquisition).

Parcel ID: 5610-19-6049-0000

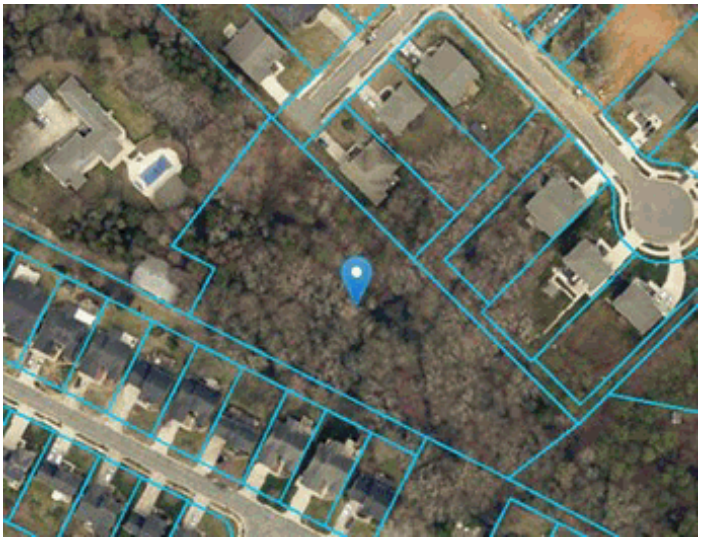
Land Sales - Residential Use

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	1.83 acres of land
Sub-Property Type:	Residential
Address:	6045 Tom Query Rd.
City/State/Zip:	Harrisburg, NC 28075
County:	Cabarrus
Submarket:	Concord
Market Orientation:	Suburban
IRR Event ID:	2491219



Acres(Usable/Gross):	1.83/1.83
Land-SF(Usable/Gross):	79,715/79,715
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Level
Corner Lot:	No
Frontage Feet:	35
Frontage Desc.:	Albiza
Zoning Code:	RE (Harrisburg)
Zoning Desc.:	Rural Estate
Flood Plain:	No
Comm. Panel No.:	3710459600M
Date:	11/16/2018
Utilities:	Electricity, Water Public, Sewer
Source of Land Info.:	Public Records

Sale Information

Sale Price:	$115,500
Effective Sale Price:	$115,500
Sale Date:	07/31/2020
Listing Price:	$109,000
Listing Date:	06/10/2020
Sale Status:	Closed
$/Acre(Gross):	$63,115
$/Land SF(Gross):	$1.45
$/Acre(Usable):	$63,115
$/Land SF(Usable):	$1.45
Grantor/Seller:	Fort Myers Real Estate Group, LLC
Grantee/Buyer:	Ronald G. Ashburner
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Terms of Sale:	Arm's Length
Document Type:	Deed
Recording No.:	14377/194
Verification Type:	Not Verified
Secondary Verific. Source:	MLS; public records

Improvement and Site Data

MSA:	Charlotte-Concord-Gastonia, NC-SC
Legal/Tax/Parcel ID:	55060817970000

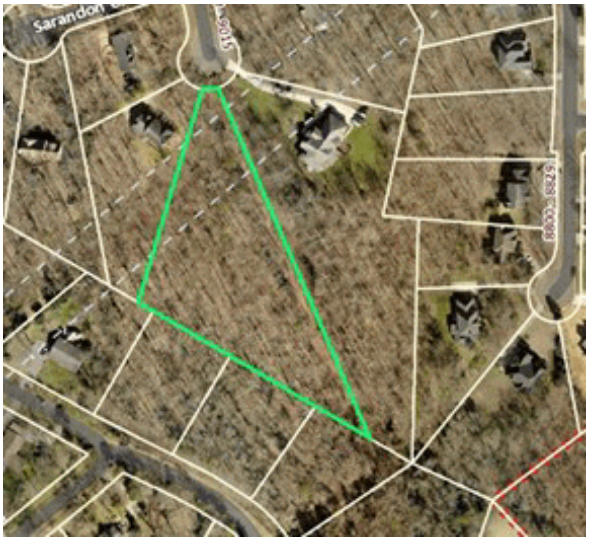
1.83 acres of land

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	1.92 acres of land
Sub-Property Type:	Residential
Address:	9001 Pleasant Ridge Rd.
City/State/Zip:	Charlotte, NC 28215
County:	Mecklenburg
Submarket:	East Charlotte
Market Orientation:	Suburban
IRR Event ID:	2491269



Land-SF(Usable/Gross):	83,635/83,635
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Level
Corner Lot:	No
Frontage Feet:	29
Frontage Desc.:	Pleasant
Zoning Code:	R-3
Zoning Desc.:	Residential
Flood Plain:	No
Comm. Panel No.:	3710459500K
Date:	02/19/2014
Utilities:	Electricity, Water Public, Sewer, Gas
Utilities Desc.:	All Available
Source of Land Info.:	Public Records

Sale Information

Sale Price:	$99,000
Effective Sale Price:	$99,000
Sale Date:	04/13/2020
Listing Price:	$109,000
Listing Date:	02/14/2020
Sale Status:	Closed
$/Acre(Gross):	$51,563
$/Land SF(Gross):	$1.18
$/Acre(Usable):	$51,563
$/Land SF(Usable):	$1.18
Grantor/Seller:	Guidance Enterprise, Inc
Grantee/Buyer:	Stacie M. Berlin
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Terms of Sale:	Arm's Length
Document Type:	Deed
Recording No.:	34462/992
Verification Type:	Not Verified
Secondary Verific. Source:	MLS; public records

Improvement and Site Data

MSA:	Charlotte-Concord-Gastonia, NC-SC
Legal/Tax/Parcel ID:	10528107
Acres(Usable/Gross):	1.92/1.92

1.92 acres of land

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	0.57 acres of land
Sub-Property Type:	Residential
Address:	5513 Carving Tree Dr.
City/State/Zip:	Harrisburg, NC 28075
County:	Cabarrus
Submarket:	Concord
Market Orientation:	Suburban
IRR Event ID:	2491326

Land-SF(Usable/Gross):	24,829/24,829
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Level
Corner Lot:	No
Frontage Feet:	128
Frontage Desc.:	Carving Tree
Zoning Code:	RL
Zoning Desc.:	Residential Low Density
Flood Plain:	Yes
Flood Zone Designation:	AE
Comm. Panel No.:	3710550700K
Date:	11/16/2018
Utilities:	Electricity, Water Public, Sewer
Source of Land Info.:	Public Records

Sale Information

Sale Price:	$38,000
Effective Sale Price:	$38,000
Sale Date:	08/09/2019
Listing Price:	$40,000
Listing Date:	03/31/2019
Sale Status:	Closed
$/Acre(Gross):	$66,667
$/Land SF(Gross):	$1.53
$/Acre(Usable):	$66,667
$/Land SF(Usable):	$1.53
Grantor/Seller:	Matthew K. Harman
Grantee/Buyer:	Ruhi Brelvi
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Terms of Sale:	Arm's Length
Document Type:	Deed
Recording No.:	13651/68
Verification Type:	Not Verified
Secondary Verific. Source:	MLS; public records

Improvement and Site Data

MSA:	Charlotte-Concord-Gastonia, NC-SC
Legal/Tax/Parcel ID:	55072930470000
Acres(Usable/Gross):	0.57/0.57

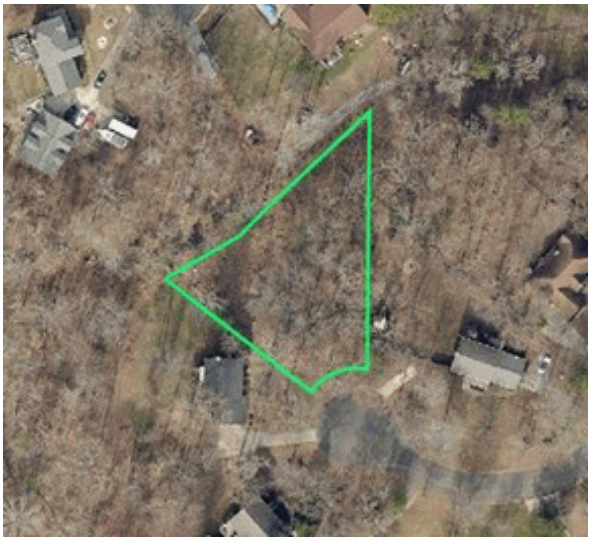
0.57 acres of land

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	Residential Land
Sub-Property Type:	Residential
Address:	10001 Fireside Ln.
City/State/Zip:	Charlotte, NC 28215
County:	Mecklenburg
Submarket:	East Charlotte
Market Orientation:	Suburban
IRR Event ID:	2114707



Legal/Tax/Parcel ID:	111-311-08
Acres(Usable/Gross):	0.49/0.49
Land-SF(Usable/Gross):	21,344/21,344
Usable/Gross Ratio:	1.00
Shape:	Irregular
Topography:	Gently Sloping
Corner Lot:	No
Frontage Feet:	45
Zoning Code:	R-3
Zoning Desc.:	Residential
Flood Plain:	No
Utilities Desc.:	Water and sewer
Source of Land Info.:	Public Records

Sale Information

Sale Price:	$34,000
Effective Sale Price:	$34,000
Sale Date:	04/03/2018
Recording Date:	04/03/2018
Sale Status:	Closed
$/Acre(Gross):	$69,388
$/Land SF(Gross):	$1.59
$/Acre(Usable):	$69,388
$/Land SF(Usable):	$1.59
Grantor/Seller:	Matt Stiene and Tammy Stiene
Grantee/Buyer:	Daniel Rondon
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale:	Arm's Length
Document Type:	Deed
Recording No.:	32576/556
Verified By:	Meghin A. McLemore
Verification Date:	09/10/2018
Confirmation Source:	Dayna Beekman with Wilkinson ER Real Estate
Verification Type:	Confirmed-Buyer Broker

Improvement and Site Data

MSA:	Charlotte-Concord-Gastonia, NC-SC

Addendum D

Engagement Letter

Integra Realty Resources
Atlanta | Charlotte | Raleigh | Richmond
Columbia | Greensboro | Charleston

214 W. Tremont Avenue
Suite 200
Charlotte, NC 28203

T 704.376.0295
F 704.342.3704
105-production@irr.com
www.irr.com

July 21, 2020

Brian T. Lee, CPA, CLGFO
Finance Director
Town of Harrisburg
4100 Main Street, Suite 101
Harrisburg, North Carolina 28075
704-455-0712
Blee@harrisburgnc.org

SUBJECT: Proposal/Authorization for Valuation and Consulting Services
Former Fire Department
Tax ID 55066591720000
9045 Rocky River Road, Harrisburg, NC 28075 (the "Subject Property")

Dear Mr. Lee:

Upon your acceptance of this letter agreement, Integra Realty Resources – Charlotte ("IRR – Charlotte"), will prepare an appraisal of the Subject Property.

The purpose of the appraisal is to provide an opinion of the market value as is of the fee simple interest in the Subject Property assuming both residential and commercial zoning. The intended use of the appraisal is for internal purposes. The use of the appraisal by anyone other than you is prohibited. The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three-year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We represent that we have not performed any services that require disclosure under this rule.

In accordance with our correspondence, the scope of this assignment will require IRR – Charlotte to consider all relevant and applicable approaches to value as determined during the course of our research, Subject Property analysis and preparation of the report.

Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions

involving federally regulated lending institutions. Given that requirement, this appraisal may not be accepted by a federally regulated financial institution.

The appraisal will be communicated in an Appraisal Report - Standard Format. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions a copy of which is attached as Attachment I.

IRR – Charlotte is an independently owned and operated company. The parties hereto agree that Integra Realty Resources, Inc. ("Integra") shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR – Charlotte. In addition, it is expressly agreed that in any action which may be brought against IRR – Charlotte and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

The total fee for this assignment will be $3,000 [including expenses] and the delivery date will be Aug 9, but subject to extension based upon late delivery of the requested data and scheduled access for inspection. No retainer is required for this assignment. If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed. Upon default, we shall be permitted to file a lien against the Subject Property for any amounts owed pursuant to this engagement.

The Aug 9 delivery date is contingent upon the absence of events outside our control, timely access for inspection of the Subject Property, as well as our receipt of all requested information necessary to complete the assignment.

Please be advised that we are not experts in the areas of building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless we have been provided with appropriate third-party expert reports, the appraisals will assume that there are no environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment and actions.

In the event that we receive a subpoena or are called to testify in any litigation, arbitration or administrative hearing of any nature whatsoever or as a result of this engagement or the related report, to which we are not a party, you agree to pay our then current hourly rates for such preparation and presentation of testimony. You agree that: (i) the data collected by us in this assignment will remain our property; and (ii) with respect to any data provided by you, IRR – Charlotte and its partner companies may utilize, sell and include such data (either in the aggregate or

individually), in the Integra database and for use in derivative products. You agree that all data already in the public domain may be utilized on an unrestricted basis. Finally, you agree that we may use commercially available as well as proprietary software programs to perform your assignment (web based and others).

If you are in agreement with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,

INTEGRA REALTY RESOURCES – CHARLOTTE

Baker Haynes
Director of Research

Attachments

AGREED & ACCEPTED THIS 22nd **DAY OF** July **, 2020.**

BY: **TOWN OF HARRISBURG**

AUTHORIZED SIGNATURE

J. Lee Connor, Jr. - Assistant Town Manager

NAME (PRINT)

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

7.23.20
Date

Finance Officer

100-1000-53900

ATTACHMENT I

STANDARD ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report and any work product related to the engagement will be limited by the following standard assumptions:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The Subject Property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the Subject Property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the Subject Property more or less valuable. Furthermore, there is no asbestos in the Subject Property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The Subject Property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

The appraisal report and any work product related to the engagement will be subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the Subject Property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the Subject Property without compensation relative to such additional employment.
6. We have made no survey of the Subject Property and assume no responsibility in connection with such matters. Any sketch or survey of the Subject Property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the Subject Property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the Subject Property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic

considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the Subject Property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the Subject Property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the Subject Property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the Subject Property or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. We have not made a specific survey or analysis of the Subject Property to determine whether the physical aspects of the improvements meet the *ADA* accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the Subject Property with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the Subject Property or in the improvements, and our valuation is predicated upon the assumption that the Subject Property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the Subject Property. IRR – Charlotte and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties") shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the Subject Property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the Subject Property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the Subject Property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the Subject Property is free of defects or environmental problems. Mold may be present in the Subject Property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. **IRR – Charlotte is an independently owned and operated company. The parties hereto agree that Integra Realty Resources, Inc. ("Integra") shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR – Charlotte. In addition, it is expressly agreed that in any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**

25. IRR – Charlotte is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable.

The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of the Subject Property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

ONE ALLIANCE
COMPANIES

CONFIDENTIAL PROPERTY EVALUATION

HARRISBURG FIRE STATION #2

INDUSTRIAL BUILDING FOR SALE

9045 ROCKY RIVER ROAD, HARRISBURG NC 28075

Harrisburg Fire Station #2

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06 Additional Information
- Brokerage Services Proposal 19

Exclusively Listed By

Spencer Crigler
Director of Brokerage Services

(704) 765-4620
spencer@onealliancecompanies.com

Paula Quickel
VP of Brokerage

(704) 765-4620
paula@onealliancecompanies.com

ONE ALLIANCE
COMPANIES

We obtained the following information above from sources we believe to be reliable. However, we have not verified its accuracy and make no guarantee, warranty or representation about it. It is submitted subject to the possibility of errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice. We include projections, opinions, assumptions or estimates for example only, and they may not represent the current or future performance of the property. You and your tax and legal advisors should conduct your own investigation of the property and transaction.

Spencer Crigler
Director of Brokerage Services

Director of Brokerage Services and Co-founder of One Alliance Companies, Spencer spent his initial years in commercial real estate with a national firm where he learned the inner workings of a various types of sale and lease transactions from industry veterans. Spencer's unmatched drive and persistence earned him "Rookie of the Year" in 2016 and "Top Listing Broker" in 2017. Soon after hitting a plateau in his ability to grow in the position he held, Spencer broke out with a fellow associate and started the brokerage arm for a well known and established development firm where they transacted over $23 million of assets in just about every sector of CRE, with a focus on investment brokerage.

Spencer is a North Carolina native and holds a Bachelor of Science degree in Business Marketing from the University of North Carolina at Charlotte. Spencer enjoys his pastime with friends, family, his fiancé Jenna and their two dogs Jackson and Harper.

Spencer holds a North Carolina real estate brokers license and is a member of the Charlotte's Commercial Board of Realtors.

Paula Quickel
VP of Brokerage

A Highly sought-after addition to the One Alliance Companies, Paula has spent many years as a commercial real estate broker serving buyers, sellers, landlords and tenant clients in the Carolinas. Paula has been awarded and recognized on many occasions as a Top Producer for multiple years in a row; with a focus in transactions involving national and regional landlords and tenants, with an expertise in retail, office and multi-family property types. Paula's exceptional customer service, integrity, accountability, and decades of proven work ethic have a direct correlation to her year over year success in serving her client's needs.

Paula holds a Bachelor of Science in business management from Meredith College. She enjoys spending time with her husband, two children, family, friends; and supporting Vigilante Truth's mission to End Human Trafficking.

Paula holds a commercial broker's license in North and South Carolina and is a member of Charlotte's Commercial Board of Realtors.

OFFERING SUMMARY

ADDRESS	9045 Rocky River Road Harrisburg NC 28075
COUNTY	Cabarrus
MARKET	Charlotte
SUBMARKET	Harrisburg
NET RENTABLE AREA (SF)	3,150 SF
LAND SF	60,113 SF
YEAR BUILT	1977
APN	55066591720000
OWNERSHIP TYPE	Fee Simple

FINANCIAL SUMMARY

OFFERING PRICE	$475,000
PRICE PSF	$150.79

DEMOGRAPHICS	1 MILE	3 MILE	5 MILE
2020 Population	4,643	37,825	110,077
2020 Median HH Income	$110,330	$91,502	$69,927
2020 Average HH Income	$135,030	$110,810	$89,402

- 3,150 SF
- Zoning O-I
- Town Owned Property
- 4 roll up doors
- Plenty of parking and area for storage

9045 Rocky River Road is a 3,150SF brick exterior industrial building situated roughly 1.5 miles from the Exit 36 interchange. The property is currently zoned O-I (Office Institutional). The property is the former home to the Harrisburg Fire Department and is owned by the Town of Harrisburg. The newly constructed fire department is located approximately a half mile from the Subject Property.

About Harrisburg, NC

- Harrisburg is located in southwestern Cabarrus County. It is bordered to the north by Concord and to the west by Charlotte in Mecklenburg County.

  North Carolina Highway 49 passes through the center of Harrisburg, leading northeast 57 miles (92 km) to Asheboro and southwest 13 miles (21 km) to the center of Charlotte. Charlotte Motor Speedway is 3 miles (5 km) north of the center of town, within the Concord city limits.

  The Town of Harrisburg has a total area of 11.15 square miles.

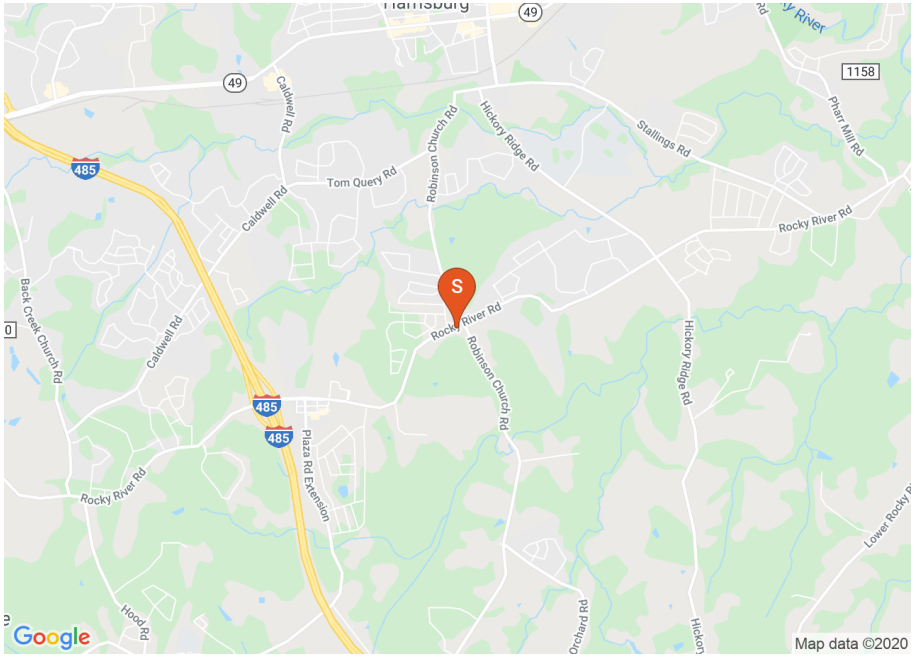
- As of the United States Census Bureau estimate on July 1, 2017, there were 15,728 people and 4,573 households in the town, with 3.16 persons per household. The population percent change between April 1, 2010 and July 1, 2017 was 17.9%. The racial makeup of the town was 72.2% White, 16.1% African American, 0.7% American Indian and Alaska Native, 6.4% Asian, 3.3% Hispanic or Latino and 2.8% from two or more races. There were 926 Veterans.

  In 2016, the median age of all people in Harrisburg was 37.1.

  In 2016, there were 4,573 households in Harrisburg, with the median property value being $245,400. The homeownership rate was 89.1%. The national average was 63.6%. The median income for a household in the town was $88,865 and the per capita income was $32,310.

Regional Map

Locator Map

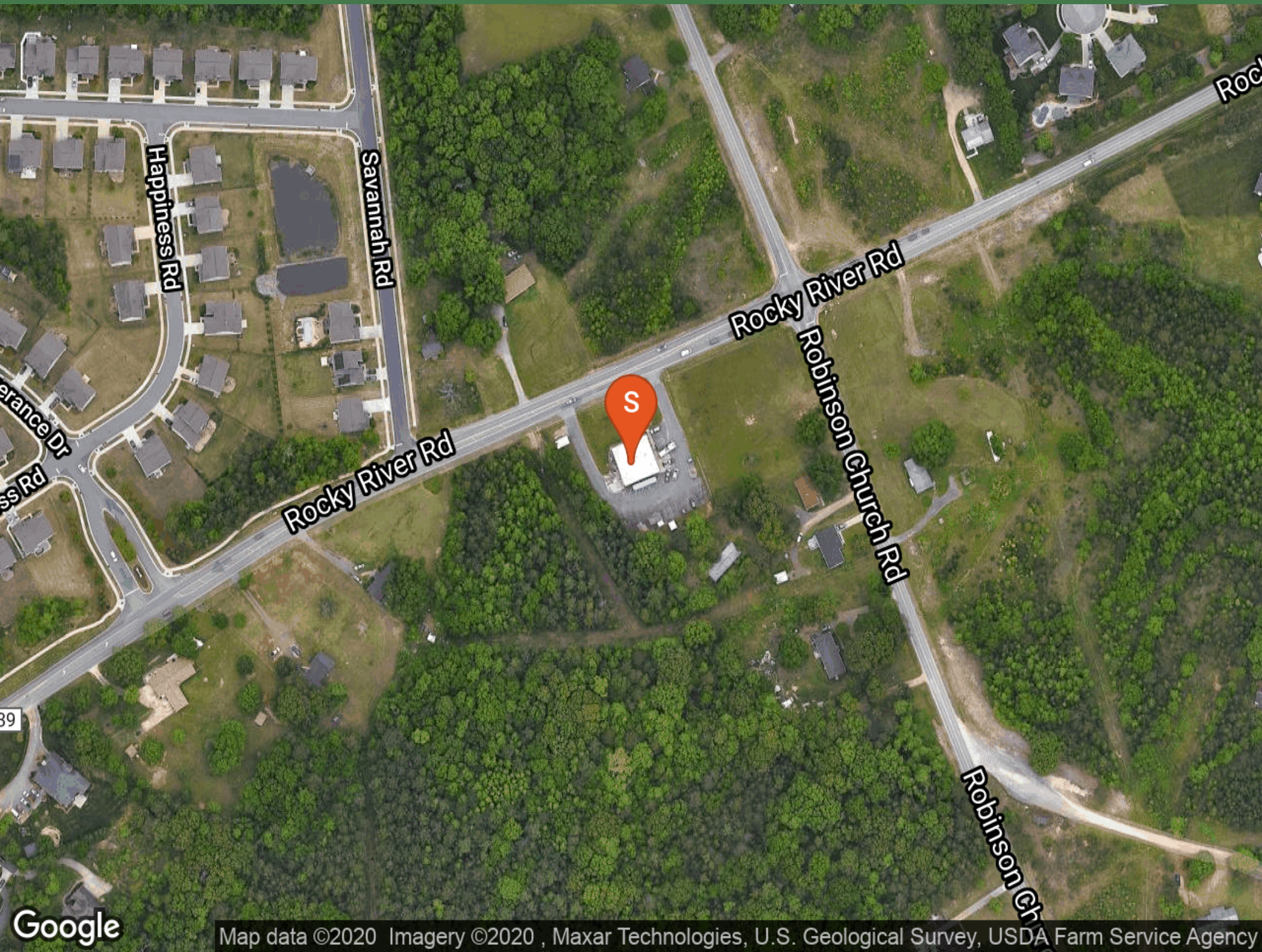


PROPERTY FEATURES

NET RENTABLE AREA (SF)	3,150
LAND SF	60,113
LAND ACRES	1.38
YEAR BUILT	1977
ZONING TYPE	OI
NUMBER OF STORIES	1
NUMBER OF PARKING SPACES	27
GRADE LEVEL DOORS	4

CONSTRUCTION

FOUNDATION	Spread Footing
FRAMING	Steel
EXTERIOR	Brick
PARKING SURFACE	Asphalt
ROOF	Metal


Happiness Rd
Savannah Rd
Rocky River Rd
Robinson Church Rd
Rocky River Rd
S
Google
Map data ©2020 Imagery ©2020 , Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency

1 618 Church St N — SOLD

Concord, NC 28025 — **Cabarrus County**

True Buyer: **-**

Recorded Seller: **TROUTMAN H L JR (TE)**
133 Le Cline Dr
Concord, NC 28025

True Seller: **Jean S. Troutman & H.L. Troutman, Jr**

Sale Date: **11/13/2019 (118 days on mkt)**
Sale Price: **-**
Price/SF: **-**
PrFrma Cap Rate: **-**

Bldg Type: **RetailStorefront Retail/Office**
Year Built/Age: **Built 1952 Age: 67**
GLA: **6,060 SF**
Land Area: **0.70 AC (30,492 SF)**
Zoning: **C-2**

Parcel No: **-**
Financing: **-**
Comp ID: **4947617** – Research Status: **Public Record**

2 407 Gilead Rd — SOLD

Huntersville, NC 28078 — **Mecklenburg County**

Recorded Buyer: **Levack Properties LLC**

Recorded Seller: **Southstar Holdings Huntersville LLC**

True Seller: **Tribek Properties**

Sale Date: **09/09/2019**
Sale Price: **$810,000 - Confirmed**
Price/SF: **$148.30**
PrFrma Cap Rate: **-**

Bldg Type: **Class B Office**
Year Built/Age: **Built 1986 Age: 33**
RBA: **5,462 SF**
Land Area: **0.40 AC (17,424 SF)**
Zoning: **commercial**

Parcel No: **017-105-07**
Financing: **-**
Comp ID: **4878677** – Research Status: **Confirmed**

3 6130 Harris Technology Blvd - Northwoods Business Park — SOLD

Charlotte, NC 28269 — **Mecklenburg County**

Recorded Buyer: **Structural Unlimited LLC**
PO Box 1085
Huntersville, NC 28070

Recorded Seller: **Liberty Oak Inc**
PO Box 481936
Charlotte, NC 28269

True Seller: **The Liberty Solutions**

Sale Date: **07/02/2020 (365 days on mkt)**
Sale Price: **$950,000 - Confirmed**
Price/SF: **$155.74**
PrFrma Cap Rate: **-**
Actual Cap Rate: **6.00%**

Bldg Type: **Class C IndustrialWarehouse**
Year Built/Age: **Built 1992 Age: 28**
RBA: **6,100 SF**
Land Area: **2.30 AC (100,188 SF)**
Zoning: **I-2**
Sale Conditions: **-**

Parcel No: **037-252-32**
Financing: **Down payment of $0 (0.0%); $807,500 from Pinnacle Bank**
Comp ID: **5170890** – Research Status: **Confirmed**

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4 5615 Harrisburg Industrial Par Dr — SOLD

Harrisburg, NC 28075 — **Cabarrus County**

True Buyer: **-**
True Seller: **-**

Sale Date: **06/20/2018 (69 days on mkt)**
Sale Price: **-**
Price/SF: **-**
PrFrma Cap Rate: **-**

Bldg Type: **Class C Flex**
Year Built/Age: **Built 1999 Age: 19**
RBA: **6,000 SF**
Land Area: **2.36 AC (102,802 SF)**
Zoning: **I-1**

Parcel No: **-**
Financing: **-**
Comp ID: **4306137** – Research Status: **Public Record**

5 7327 Old Statesville Rd — SOLD

Charlotte, NC 28269 — **Mecklenburg County**

Recorded Buyer: **Industrial Dev Partners Llc**
115 E Park Ave
Charlotte, NC 28203
(704) 375-1101

Recorded Seller: **McKenzie Property Management Inc**
1966 Commonwealth Ln
Tallahassee, FL 32303

Sale Date: **04/20/2020**
Sale Price: **$525,000 - Confirmed**
Price/SF: **$124.29**
PrFrma Cap Rate: **-**

Bldg Type: **RetailAuto Repair**
Year Built/Age: **Built 1979 Age: 41**
GLA: **4,224 SF**
Land Area: **3.95 AC (172,062 SF)**
Zoning: **I2**

Parcel No: **037-211-06**
Financing: **-**
Comp ID: **5114254** – Research Status: **Confirmed**

6 11229 Plaza Road Ext — SOLD

Charlotte, NC 28215 — **Mecklenburg County**

True Buyer: **-**
True Seller: **-**

Sale Date: **09/14/2017 (220 days on mkt)**
Sale Price: **$313,000 - Confirmed**
Price/SF: **$130.42**
PrFrma Cap Rate: **-**

Bldg Type: **SpecialtyReligious Facility**
Year Built/Age: **Built 2003 Age: 14**
RBA: **2,400 SF**
Land Area: **1.79 AC (77,972 SF)**
Zoning: **R3**

Parcel No: **-**
Financing: **-**
Comp ID: **4025163** – Research Status: **Confirmed**

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7 743 Wilshire Ave SW — SOLD

Concord, NC 28027 **Cabarrus County**

Recorded Buyer: **Jeremy Krider**
743 Wilshire Ave SW
Concord, NC 28027

Recorded Seller: **New South Ents Llc**

Sale Date:	**01/17/2020 (59 days on mkt)**	Bldg Type:	**Class C OfficeOffice/Residential**
Sale Price:	**$297,500**	Year Built/Age:	**Built 1976 Renov 2019 Age: 44**
Price/SF:	**$141.67**	RBA:	**2,100 SF**
		Land Area:	**0.50 AC (21,780 SF)**
PrFrma Cap Rate:	**-**	Zoning:	**C-2**

Parcel No: **5529-35-9652-0000**
Financing: **-**
Comp ID: **5049153** – Research Status: **Public Record**

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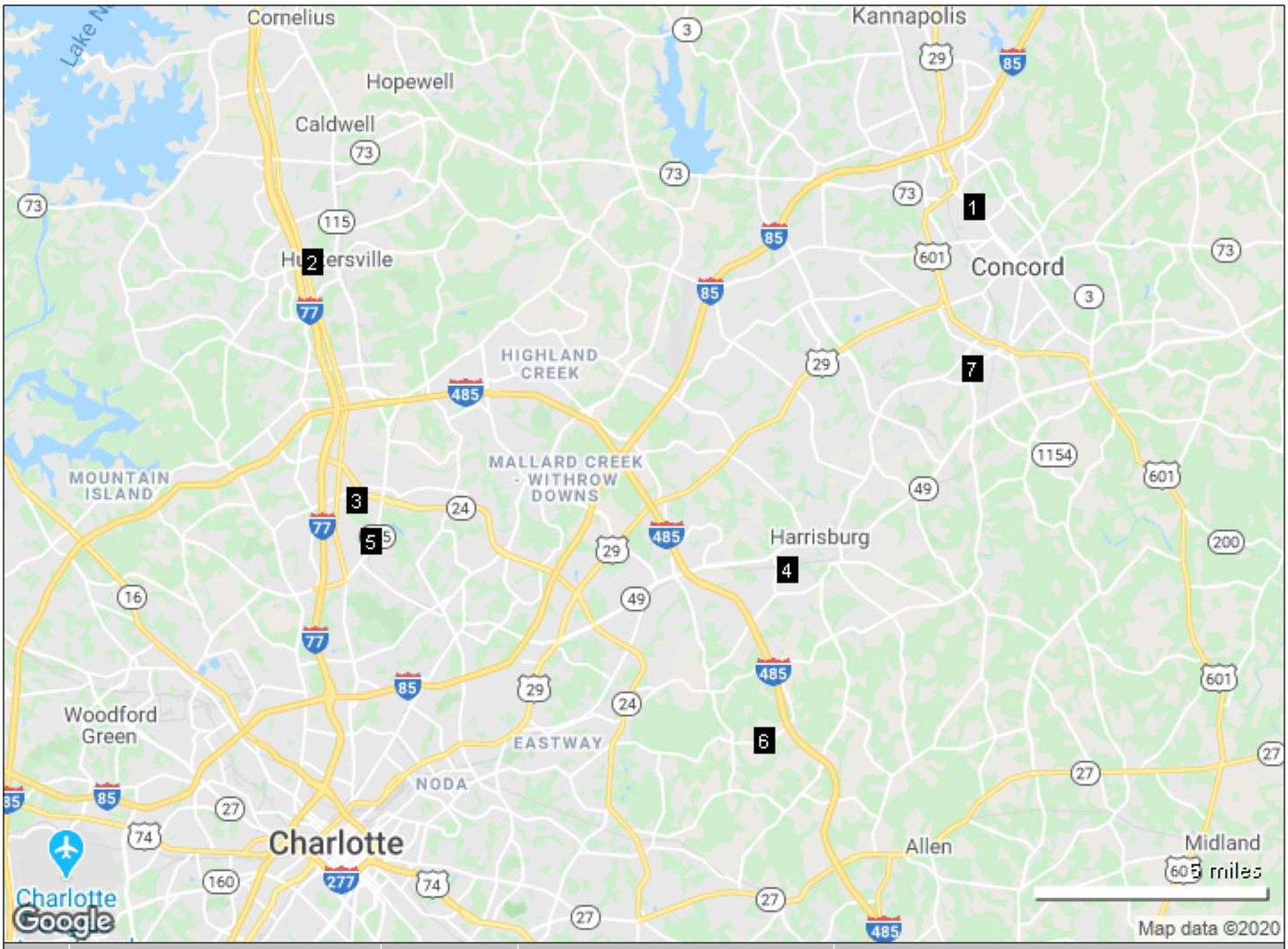

	Address	City	Property Info	Sale Info
1	618 Church St N	Concord	6,060 SF General Retail/Storefront Retail/Office	Sold: -
2	407 Gilead Rd	Huntersville	5,462 SF Class B Office	Sold: $810,000 ($148.30/SF)
3	6130 Harris Technology Blvd	Charlotte	6,100 SF Industrial/Warehouse	Sold: $950,000 ($155.74/SF)
4	5615 Harrisburg Industrial Par Dr	Harrisburg	6,000 SF Class C Flex	Sold: -
5	7327 Old Statesville Rd	Charlotte	4,224 SF General Retail/Auto Repair	Sold: $525,000 ($124.29/SF)
6	11229 Plaza Road Ext	Charlotte	2,400 SF Specialty/Religious Facility	Sold: $313,000 ($130.42/SF)
7	743 Wilshire Ave SW	Concord	2,100 SF Class C Office/Office/Residential	Sold: $297,500 ($141.67/SF)

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Quick Stats Report

Comps Statistics

	Low	Average	Median	High	Count
Office					
Sale Price	$297,500	$553,750	$553,750	$810,000	2
RBA	2,100 SF	3,781 SF	3,781 SF	5,462 SF	2
Price per SF	$141.67	$146.46	$144.99	$148.30	2
Actual Cap Rate	-	-	-	-	-
Days on Market	59	59	59	59	1
Sale Price to Asking Price Ratio	99.20%	99.20%	99.20%	99.20%	1
Flex					
Sale Price	-	-	-	-	-
RBA	6,000 SF	6,000 SF	6,000 SF	6,000 SF	1
Price per SF	-		-	-	-
Actual Cap Rate	-	-	-	-	-
Days on Market	69	69	69	69	1
Sale Price to Asking Price Ratio	-	-	-	-	-
Industrial					
Sale Price	$950,000	$950,000	$950,000	$950,000	1
RBA	6,100 SF	6,100 SF	6,100 SF	6,100 SF	1
Price per SF	$155.74	$155.74	$155.74	$155.74	1
Actual Cap Rate	6.00%	6.00%	6.00%	6.00%	1
Days on Market	365	365	365	365	1
Sale Price to Asking Price Ratio	100.00%	100.00%	100.00%	100.00%	1
General Retail					
Sale Price	$525,000	$525,000	$525,000	$525,000	1
Center Size	4,224 SF	5,142 SF	5,142 SF	6,060 SF	2
Price per SF	$124.29	$124.29	$124.29	$124.29	1
Actual Cap Rate	-	-	-	-	-
Days on Market	118	118	118	118	1
Sale Price to Asking Price Ratio	-	-	-	-	-
Specialty					
Sale Price	$313,000	$313,000	$313,000	$313,000	1
Building Size	2,400 SF	2,400 SF	2,400 SF	2,400 SF	1
Price per SF	$130.42	$130.42	$130.42	$130.42	1
Actual Cap Rate	-	-	-	-	-
Days on Market	220	220	220	220	1
Sale Price to Asking Price Ratio	104.68%	104.68%	104.68%	104.68%	1

Totals

Sold Transactions	**Total Sales Volume:**	**$2,895,500**	**Total Sales Transactions:**	**7**

Survey Criteria

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8/20/2020

Quick Stats Report

	Low	Average	Median	High	Count

basic criteria: Property Size - **2,000 - 7,100 SF**; Year Built - **up to 2003**; Price/SF - **$100.00 - $160.00 SF/Yr**; - **Include Undisclosed Sale Price**; Sale Date - **from 8/20/2017**; Sale Status - **Sold, Under Contract/Pending**; Sale Type - **Owner User**; Return and Search on Portfolio Sales as Individual Properties - **Yes**; Exclude Non-**Arms Length Comps - Yes**

geography criteria: Geography - **User Defined Polygon Search**

additional criteria: - *** This result set has been amended with criteria to add and/or remove records.**

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POPULATION	1 MILE	3 MILE	5 MILE
2000 Population	1,675	14,677	49,525
2010 Population	2,896	29,691	85,490
2020 Population	4,643	37,825	110,077
2025 Population	5,421	42,202	122,562
2020-2025: Population: Growth Rate	15.75 %	11.05 %	10.85 %

2020 HOUSEHOLD INCOME	1 MILE	3 MILE	5 MILE
less than $15,000	79	498	2,439
$15,000-$24,999	30	504	2,499
$25,000-$34,999	47	609	3,177
$35,000-$49,999	80	1,173	4,800
$50,000-$74,999	224	2,494	7,400
$75,000-$99,999	190	2,021	5,527
$100,000-$149,999	379	3,307	7,328
$150,000-$199,999	249	1,605	2,974
$200,000 or greater	247	1,259	2,278
Median HH Income	$110,330	$91,502	$69,927
Average HH Income	$135,030	$110,810	$89,402

HOUSEHOLDS	1 MILE	3 MILE	5 MILE
2000 Total Housing	540	5,385	17,766
2010 Total Households	927	10,542	29,742
2020 Total Households	1,525	13,470	38,421
2025 Total Households	1,782	15,013	42,809
2020 Average Household Size	3.04	2.81	2.78
2000 Owner Occupied Housing	500	4,882	13,150
2000 Renter Occupied Housing	30	319	3,638
2020 Owner Occupied Housing	1,443	12,091	27,912
2020 Renter Occupied Housing	82	1,379	10,509
2020 Vacant Housing	43	456	1,797
2020 Total Housing	1,568	13,926	40,218
2025 Owner Occupied Housing	1,690	13,509	31,233
2025 Renter Occupied Housing	92	1,503	11,576
2025 Vacant Housing	40	488	1,916
2025 Total Housing	1,822	15,501	44,725
2020-2025: Households: Growth Rate	15.80 %	10.95 %	10.95 %

Source: esri

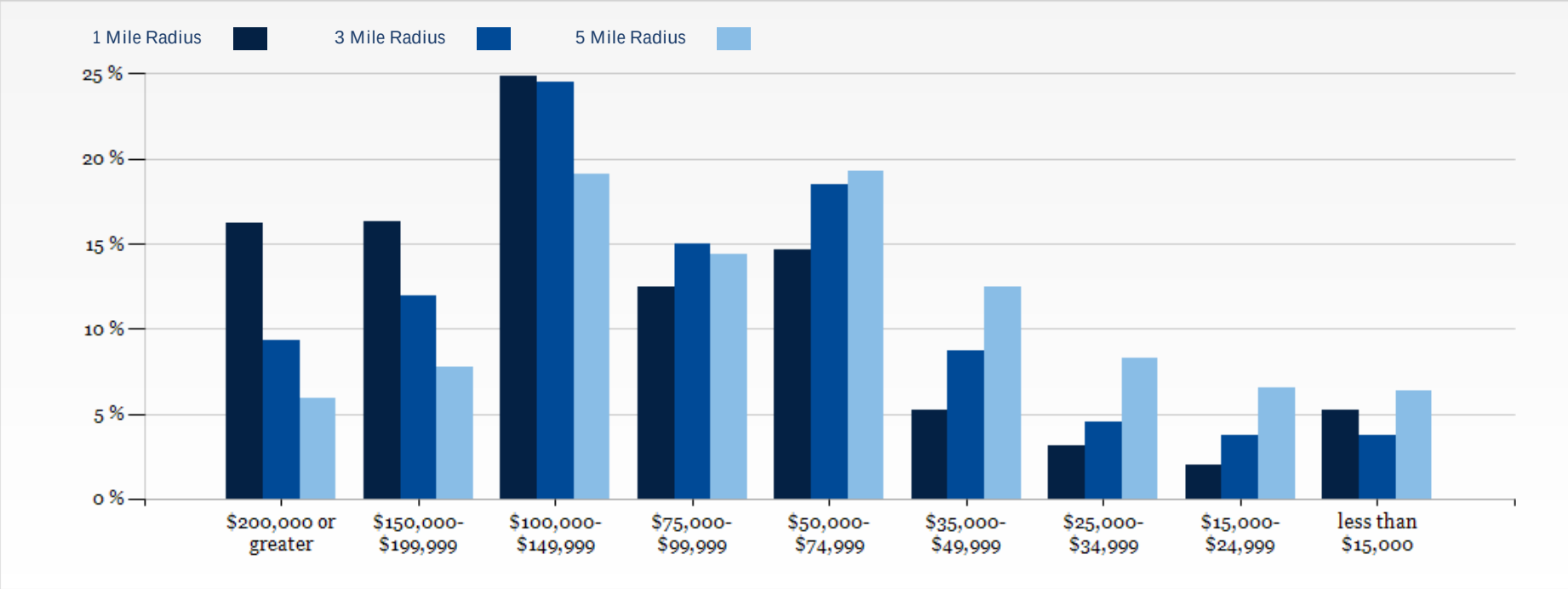
2020 POPULATION BY AGE	1 MILE	3 MILE	5 MILE
2020 Population Age 30-34	252	2,712	8,444
2020 Population Age 35-39	245	2,620	7,514
2020 Population Age 40-44	330	2,719	7,371
2020 Population Age 45-49	369	2,995	7,710
2020 Population Age 50-54	399	2,855	6,911
2020 Population Age 55-59	367	2,618	6,293
2020 Population Age 60-64	284	2,054	5,020
2020 Population Age 65-69	223	1,694	3,975
2020 Population Age 70-74	153	1,142	2,690
2020 Population Age 75-79	88	708	1,664
2020 Population Age 80-84	45	373	876
2020 Population Age 85+	33	308	722
2020 Population Age 18+	3,469	28,493	84,874
2020 Median Age	39	37	33

2025 POPULATION BY AGE	1 MILE	3 MILE	5 MILE
2025 Population Age 30-34	425	3,670	10,800
2025 Population Age 35-39	363	3,476	9,880
2025 Population Age 40-44	313	2,776	7,836
2025 Population Age 45-49	394	2,808	7,358
2025 Population Age 50-54	421	3,013	7,264
2025 Population Age 55-59	428	2,756	6,495
2025 Population Age 60-64	383	2,547	5,877
2025 Population Age 65-69	302	2,033	4,718
2025 Population Age 70-74	234	1,560	3,479
2025 Population Age 75-79	157	1,038	2,345
2025 Population Age 80-84	81	586	1,277
2025 Population Age 85+	51	401	885
2025 Population Age 18+	4,168	32,197	94,729
2025 Median Age	41	38	33

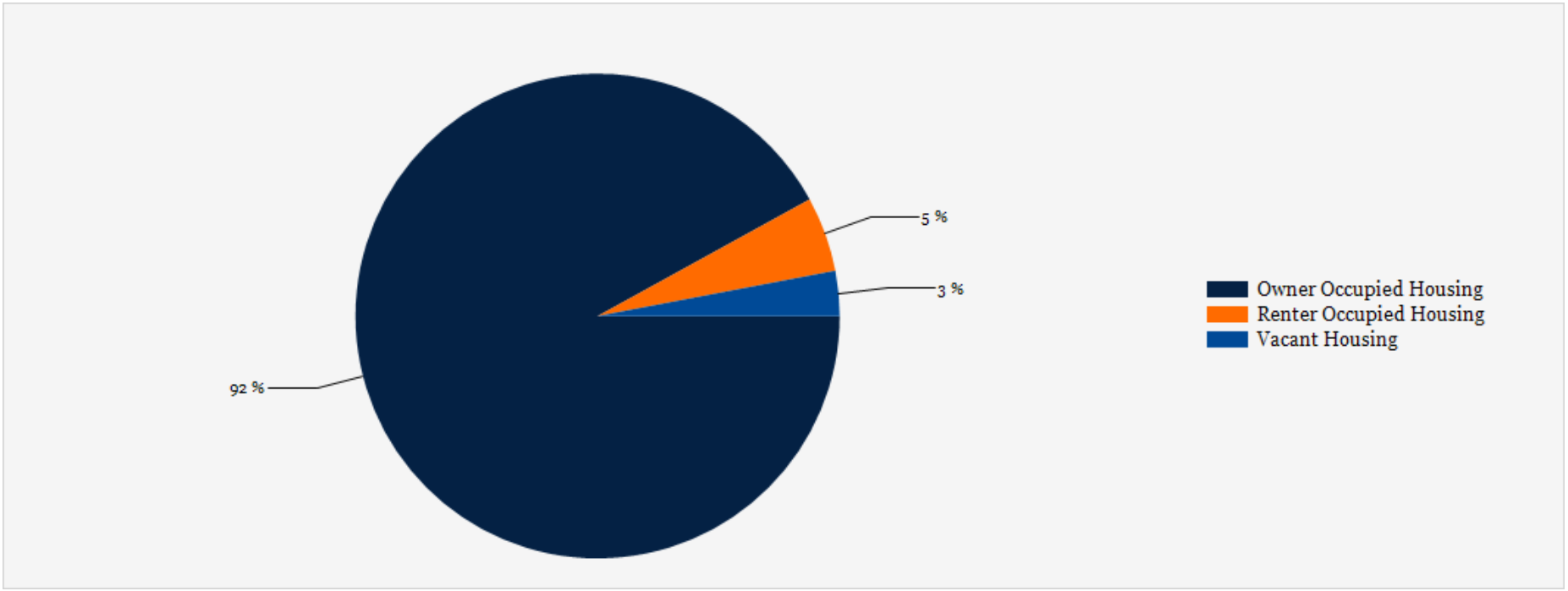
2020 INCOME BY AGE	1 MILE	3 MILE	5 MILE
Median Household Income 25-34	$90,321	$76,592	$59,566
Average Household Income 25-34	$111,010	$92,438	$76,048
Median Household Income 35-44	$135,961	$107,655	$88,573
Average Household Income 35-44	$153,629	$122,014	$100,695
Median Household Income 45-54	$132,626	$111,594	$91,526
Average Household Income 45-54	$156,113	$129,289	$108,976
Median Household Income 55-64	$113,009	$97,746	$80,438
Average Household Income 55-64	$143,304	$121,546	$100,728
Median Household Income 65-74	$81,851	$70,585	$63,323
Average Household Income 65-74	$107,521	$93,800	$84,055
Average Household Income 75+	$79,089	$63,739	$59,743

2025 INCOME BY AGE	1 MILE	3 MILE	5 MILE
Median Household Income 25-34	$97,333	$82,162	$63,533
Average Household Income 25-34	$123,730	$102,434	$83,758
Median Household Income 35-44	$146,946	$112,591	$97,205
Average Household Income 35-44	$168,812	$134,746	$111,022
Median Household Income 45-54	$138,993	$119,505	$100,437
Average Household Income 45-54	$170,002	$144,228	$120,947
Median Household Income 55-64	$119,958	$106,136	$87,362
Average Household Income 55-64	$157,404	$137,056	$113,388
Median Household Income 65-74	$86,239	$77,027	$68,379
Average Household Income 65-74	$121,500	$106,916	$95,163
Average Household Income 75+	$92,107	$73,863	$68,289

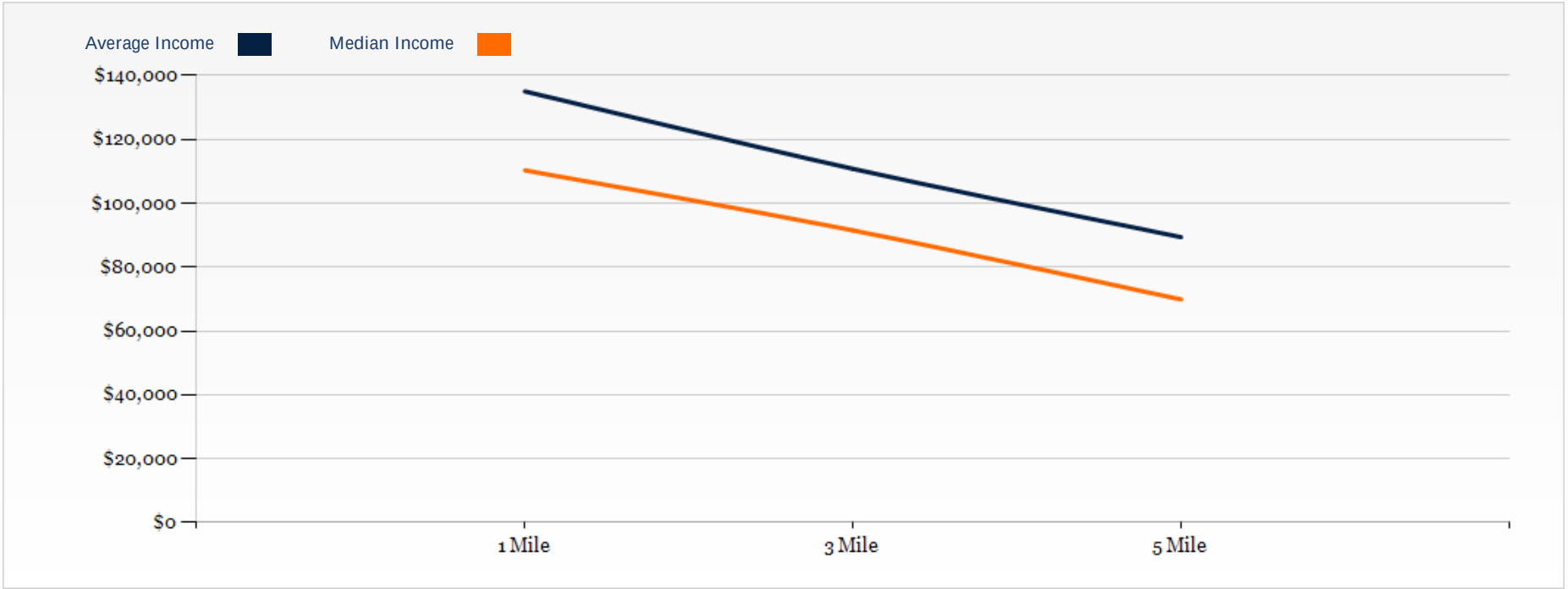
2020 Household Income



2020 Household Occupancy - 1 Mile Radius



2020 Household Income Average and Median



ONE ALLIANCE
COMPANIES

Professional Real Estate Services Delivered, Consistently

08/20/2020

Town of Harrisburg
Brian Lee
Finance Director
4100 Main Street Suite 101
Harrisburg, NC

Dear Brian, thank you very much for the opportunity to propose our real estate services for the Town of Harrisburg's real estate asset. Please review the following proposal outline of general terms and conditions and contact me with any questions.

Reference: Brokerage Services proposal for Harrisburg Fire Station #2

Properties: 9045 Rocky River Road, Harrisburg, NC 28075

Owner / Client: Town of Harrisburg

Manager / Brokerage: Asset Brokerage Alliance, LLC; dba One Alliance Companies (OAC)

Scope of Work: Develop and implement a full-service sales brokerage plan based on the needs and goals of the client and their property.

Timeline: Price to sell within 3-6 months.

Pricing Recommendations: After thorough research, we value this property between $130-$150/SF with a most likely sales price of $140/SF or $441,000. Our recommendation would be to list the property as a Freestanding Industrial building for $475,000 (+/- $150.00/SF). We feel that the building still has value and there is tremendous demand for industrial buildings in this market.

Term of Service: The Initial term of the agreement shall be for 1 year beginning on a date mutually agreed upon by both parties.

Services: One Alliance shall provide full-service brokerage services including but not limited to Advertising, Property Showings, Activity Reports, Property Valuations etc.

Fee Structure: For brokerage services, 6% of the gross sales price.

These terms are not binding until such time as a formal Agreement has been fully executed by both parties. Thank you again for the opportunity.

Kind Regards,

Spencer Crigler

Spencer Crigler

Physical address: 19501 West Catawba Avenue, Suite 290, Cornelius NC 28031
Mailing address: PO Box 1462, Cornelius NC 28031
Office: 704-765-4620 www.OneAllianceCompanies.com

Harrisburg Fire Station #2

Exclusively Listed By

Spencer Crigler
Director of Brokerage Services

(704) 765-4620
spencer@onealliancecompanies.com

Paula Quickel
VP of Brokerage

(704) 765-4620
paula@onealliancecompanies.com

ONE ALLIANCE
COMPANIES

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Budget Amendment for additional AMI Water Meters

Presenting Personnel:
Robert Donham, Town Engineer

Suggested Motion or Action:
If approved:

Motion to approve the attached budget amendment in the net amount of $52,000 to purchase meters for new builds and repairs.

Description/Background:
These budget line items have stayed consistent for new meters and meter replacements for 3 years. 2018-2019 budget year we did a trial run of Kamstrup meters so we supplemented our budget with several hundred meters. In 2019-2020 budget decided to implement all Kamstrup meters and had an existing stockpile of several hundred non Kamstup meters that our supplier traded out for Kamstup meters.

In the 2020-2021 budget we originally had an additional $500,000.00 in the C.I.P. that would supplement our operations budget so we did not increase it again. This $500,000 included replacing all 1,000 meters in the Mueller system so we would not have to read those meters and we could cancel our software and hardware fees. The remaining amount of approximately $112,000.00 will be needed to continue our repairs, there are usually 75 repairs per month (900 meters/year) and to install new services in our existing subdivisions that are under construction which amounts to approximately 400 meters.

The cost of the meters and accessories required to install new meters is approximately $320.00 per meter, and for replacement meters approximately $260.00. There is currently $191,000.00 in the two line items (400-6000-53135 and 400-6000-54310).

Given the continued unknown with economic environment, along with further analysis of budgetary impacts with the reduced revenue of reconnections and late charges, staff is recommending the addition of the $112,000.00, which would complete all new services for the current budget year and project to complete repairs and replacements through March 31st.

After the first of the year, staff will evaluate progress of new and replacement meters and costs incurred to that point. If replacements, particularly, are on pace or greater than expectations, staff will return at that time to request additional funding, otherwise, this amendment will be adequate to cover the remainder of the year. This approach is particularly conservative given the relative tightness of the Water and Sewer Fund 10-year financial model.

Recommendation:
Staff recommends approval of the attached budget amendment in the net amount of $52,000 to purchase meters for new

builds and repairs.

Fiscal Impact:

The fiscal impact to the Town is the net expense of $52,000 in new and repair meters. New meters will provide $60,000 in new revenue against the total cost of the new and replacement meters of $112,000.

If approved, $52,000 is being funded with Water and Sewer Contingency funds. The contingency account began the fiscal year with $155,893, which would be reduced to $103,893 for the remainder of FY2021.

Attachments:

1. Amendment - WSF - Meter Adjustment 09142020

Harrisburg NC
The right side of opportunity

AN ORDINANCE AMENDING THE 2020-2021 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, 2021:

Section 1. Amend the Water and Sewer Fund to account for AMI meters for new construction and replacements and repairs.

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

Increase line item 400-6000-53135 New Services	$ 37,000
Increase line item 400-6000-54310 M/R – Meter Services	$ 75,000
Decrease line item 400-8750-59500 Contingency	$ 52,000

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

Increase line item 400-46802 Meters and Connections	$ 60,000

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 14th day of September, 2020.

_____
Steve Sciascia, Mayor

ATTEST:

_____
Janet Rackley, Town Clerk

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Contract with Sloan Construction for the Fall 2020 Paving (FY2021) Project and the related Declaration of Intent to Reimburse

Presenting Personnel:
Robert Donham, Town Engineer

Suggested Motion or Action:
To award a contract in the amount of $1,030,000 with Sloan Construction for the Fall 2020 Paving (FY2021) Project and approve the related Declaration of Intent to Reimburse.

Description/Background:
Town crews maintain approximately 70 miles of roadway and perform routine inspections of the roadways to determine areas in need of repair. Town Staff works diligently to keep the roadway in good working order through a variety of methods, including patching, seal coating, and crack sealing. For roads in need of more extensive repair, placement of additional asphalt is the preferred repair method. The attached contract will include seven roadway miles of repair to bring the asphalt to a like-new condition and extend the life of the roadway.

The project was competitively bid and staff received bids from seven contractors. The quantity on the incidental patching line item was adjusted after the bid to maximize the available budget, but did not change the outcome of the winning bidder.

The attached contract has been approved by the Town attorney.

Recommendation:
Staff recommends approval of the contract with Sloan Construction for $1,030,000 and the related Declaration of Intent to Reimburse.

Fiscal Impact:
The $1,030,000 project will utilize a combination of budgeted funds from the General Fund street maintenance account, FY2021 Powell Bill funds and the 2017 Transportation Bond Funds as follows:

General Fund:
-Street maintenance account - $40,000
-FY2021 Powell Bill funds - $420,000
-2017 Transportation Bonds - $570,000

The declaration of intent to reimburse is applied to the $570,000 portion of the project, which will be funded with the Transportation Bonds that will issued later this fiscal year.

The attached contract has been reviewed by the Town Attorney and approved for Council consideration.

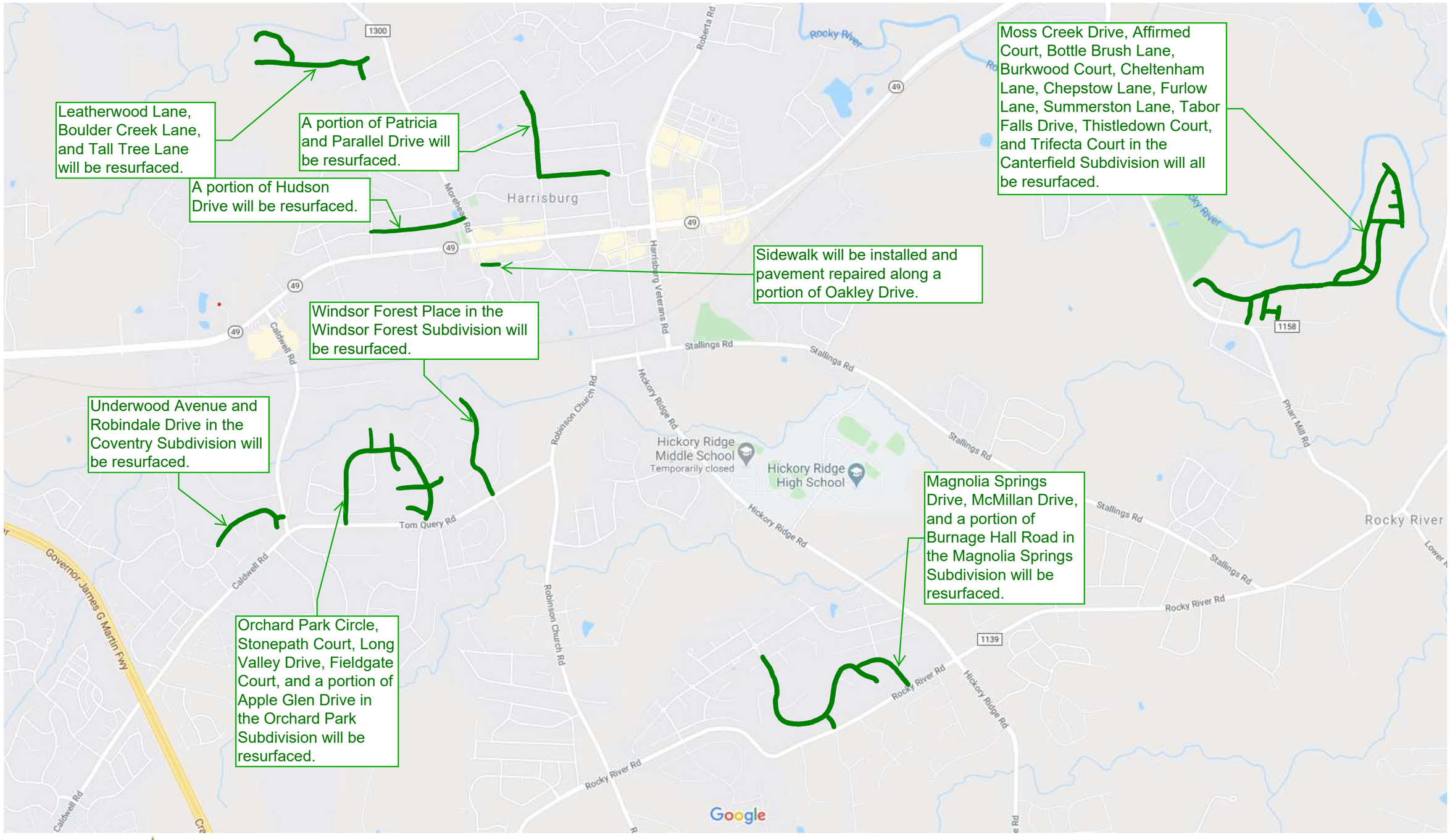
Attachments:

1. Fall 2020 Paving (FY2021) - Bid Tabs - Final
2. Fall 2020 Paving (FY2021) - Map - Final
3. Fall 2020 Paving (FY2021) - Contract - Sloan Construction
4. Fall 2020 Paving (FY2021) - Declaration of Intent to Reimburse - 2017 Transportation Bonds

Harrisburg NC
The right side of opportunity

Squares shown in Yellow were math errors and the recalculated value is shown.

				Red Clay		Ram Pavement		Sloan		Blythe Brothers		JT Russell		NJR Group		Blythe Construction	
Bid Item	**Item Description**	**Est. Qty.**	**Unit**	**Total Unit Price**	**Total Price**	**Total Unit Price**	**Total Price**	**Total Unit Price**	**Total Price**	**Total Unit Price**	**Total Price**	**Total Unit Price**	**Total Price**	**Total Unit Price**	**Total Price**	**Total Unit Price**	**Total Price**
1	Mobilization	1	Lump Sum	$ 18,500.00	$ 18,500.00	$ 18,000.00	$ 18,000.00	$ 25,000.00	$ 25,000.00	$ 50,000.00	$ 50,000.00	$ 57,500.00	$ 57,500.00	$ 45,000.00	$ 45,000.00	$ 52,000.00	$ 52,000.00
2	Traffic Control	1	Lump Sum	$ 19,500.00	$ 19,500.00	$ 12,500.00	$ 12,500.00	$ 42,500.00	$ 42,500.00	$ 30,000.00	$ 30,000.00	$ 42,200.00	$ 42,200.00	$ 16,000.00	$ 16,000.00	$ 51,750.00	$ 51,750.00
3	Milling of Existing Pavement - 1 - 1/2"	26,263	SY	$ 2.75	$ 72,223.25	$ 1.80	$ 47,273.40	$ 1.70	$ 44,647.10	$ 4.50	$ 118,183.50	$ 2.35	$ 61,718.05	$ 2.84	$ 74,586.92	$ 1.85	$ 48,586.55
4	Tack Coat	6,408	GAL	$ 3.00	$ 19,224.00	$ 4.00	$ 25,632.00	$ 2.10	$ 13,456.80	$ 2.00	$ 12,816.00	$ 4.25	$ 27,234.00	$ 1.00	$ 6,408.00	$ 2.65	$ 16,981.20
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	106,793	SY	$ 6.72	$ 717,648.96	$ 7.80	$ 832,985.40	$ 6.70	$ 715,513.10	$ 7.00	$ 747,551.00	$ 8.25	$ 881,042.25	$ 6.54	$ 698,426.22	$ 7.40	$ 790,268.20
6	Demolition of Existing Asphalt Pavement	115	SY	$ 12.00	$ 1,380.00	$ 17.50	$ 2,012.50	$ 14.00	$ 1,610.00	$ 19.25	$ 2,213.75	$ 16.00	$ 1,840.00	$ 25.00	$ 2,875.00	$ 25.50	$ 2,932.50
7	5' Wide, 6" Thick Concrete Sidewalk	95	LF	$ 40.00	$ 3,800.00	$ 35.00	$ 3,325.00	$ 75.00	$ 7,125.00	$ 38.50	$ 3,657.50	$ 55.00	$ 5,225.00	$ 55.00	$ 5,225.00	$ 75.00	$ 7,125.00
8	15' Wide Concrete Driveway	2	EA	$ 3,250.00	$ 6,500.00	$ 1,214.00	$ 2,428.00	$ 2,000.00	$ 4,000.00	$ 1,500.00	$ 3,000.00	$ 3,750.00	$ 7,500.00	$ 4,000.00	$ 8,000.00	$ 2,000.00	$ 4,000.00
9	Surface area restoration	100	SY	$ 7.50	$ 750.00	$ 36.50	$ 3,650.00	$ 10.00	$ 1,000.00	$ 40.00	$ 4,000.00	$ 5.25	$ 525.00	$ 25.00	$ 2,500.00	$ 18.50	$ 1,850.00
10	Truncated Domes	4	EA	$ 750.00	$ 3,000.00	$ 240.00	$ 960.00	$ 270.00	$ 1,080.00	$ 400.00	$ 1,600.00	$ 550.00	$ 2,200.00	$ 800.00	$ 3,200.00	$ 270.00	$ 1,080.00
11	ADA Ramp w/ Truncated Domes	1	EA	$ 1,200.00	$ 1,200.00	$ 750.00	$ 750.00	$ 2,800.00	$ 2,800.00	$ 2,000.00	$ 2,000.00	$ 1,600.00	$ 1,600.00	$ 2,000.00	$ 2,000.00	$ 2,800.00	$ 2,800.00
12	Roadway Backfill	25	TON	$ 45.00	$ 1,125.00	$ 150.00	$ 3,750.00	$ 40.00	$ 1,000.00	$ 50.00	$ 1,250.00	$ 105.00	$ 2,625.00	$ 100.00	$ 2,500.00	$ 350.00	$ 8,750.00
13	Incidental Patching	500	TON	$ 110.00	$ 55,000.00	$ 138.00	$ 69,000.00	$ 110.00	$ 55,000.00	$ 150.00	$ 75,000.00	$ 120.00	$ 60,000.00	$ 170.00	$ 85,000.00	$ 125.00	$ 62,500.00
Contract Price					$ 919,851.21		$1,022,266.30		$ 914,732.00		$1,051,271.75		$1,151,209.30		$ 951,721.14		$1,050,623.45
10% Contingency					$ 91,985.12		$ 102,226.63		$ 91,473.20		$ 105,127.18		$ 115,120.93		$ 95,172.11		$ 105,062.35
Total Contract Price					$1,011,836.33		$1,124,492.93		$1,006,205.20		$1,156,398.93		$1,266,330.23		$1,046,893.25		$1,155,685.80



Harrisburg NC
The right side of opportunity

Fall 2020 Paving (FY2021)
Map Not to Scale

N

CONTRACT FOR FALL 2020 PAVING (FY2021)

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. Fall 2020 Paving (FY2021) 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.

B. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. The following which may be delivered or issued on or after the Effective Date of the Contract:
   a. Change Orders (EJCDC C-941).
   b. Field Orders.

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

A. The Work will be substantially completed on or before December 14, 2020 and completed and ready for final payment on or before December 14, 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

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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	$ 25,000.00	$ 25,000.00
2	Traffic Control	1	Lump Sum	$ 42,500.00	$ 42,500.00
3	Milling of Existing Pavement - 1 - 1/2"	26,263	SY	$ 1.70	$ 44,647.10
4	Tack Coat	6,408	GAL	$ 2.10	$ 13,456.80
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	106,793	SY	$ 6.70	$ 715,513.10
6	Demolition of Existing Asphalt Pavement	115	SY	$ 14.00	$ 1,610.00
7	5' Wide, 6" Thick Concrete Sidewalk	95	LF	$ 75.00	$ 7,125.00
8	15' Wide Concrete Driveway	2	EA	$ 2,000.00	$ 4,000.00
9	Surface area restoration	100	SY	$ 10.00	$ 1,000.00
10	Truncated Domes	4	EA	$ 270.00	$ 1,080.00
11	ADA Ramp w/ Truncated Domes	1	EA	$ 2,800.00	$ 2,800.00
12	Roadway Backfill	25	TON	$ 40.00	$ 1,000.00
13	Incidental Patching	700	TON	$ 110.00	$ 77,000.00
Contract Price					$ 936,732.00
Contingency					$ 93,268.00
Total Contract Price					$1,030,000.00

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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 - BONDS AND INSURANCE

5.01 Bonds

A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 6.09 but, in any case, not less than one year after the date when final payment becomes due.

5.02 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

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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.

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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

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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.

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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.

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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.

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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.)

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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 Fall 2020 Paving (FY2021) Project, referred to as the "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 14th day of September, 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 14th day of September, 2020.

_____ _____
[Clerk] Date

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Contract with North State Water and Sewer for the Frances Haven and Farmington Pump Station Decommissioning Project and related Declaration of Intent to Reimburse

Presenting Personnel:
Robert Donham, Town Engineer

Suggested Motion or Action:
To award a contract to North State Water and Sewer for the Frances Haven and Farmington Pump Station Decommissioning project in the amount of $323,675, approve the related Declaration of Intent to Reimburse and to authorize the Town Attorney and Town Manager to make necessary modifications as deemed appropriate prior to final execution.

Description/Background:
The Town owns and operates multiple pump stations and when possible, decommissioning pump station by constructing new gravity sewer is the favorable approach. Approximately 1,700 LF of 8" Gravity sewer will connect from existing Frances Haven and Farmington Pump Stations and connect to the Towns' existing line on Buckingham Lane to decommission the two existing pump stations. Decommissioning the pump stations will lower electricity costs and maintenance and will eliminate the need for future station upgrades.

The project was competitively bid in July and North State Water and Sewer was the lowest responsible bidder. Gavel and Dorn Engineering, PLLC has evaluated the bids and recommended North State Water and Sewer as the contractor for the project at the bid price of $254,250.

$40,000 has been added to the bid for surface restoration for easements on the project. When added uniformly to the bids received, the lowest responsible bidder is not affected.

Recommendation:
Staff recommends awarding the attached contract to North State Water and Sewer in the amount of $323,675 for the decommissioning of the Frances Haven and Farmington Pump Stations and approving the related Declaration of Intent to Reimburse.

Fiscal Impact:
The project will have a fiscal impact of $323,675 from the Capital Projects Fund - Water and Sewer

The declaration of intent to reimburse is applied to the construction portion of this project, with the option to include design costs as well, which will be funded with the FY2021 Water and Sewer debt issuance later in the fiscal year.

The long-term fiscal impact will be the reduction in maintenance and operation costs of the stations.

Attachments:

1. Letter of Rec. to Award with Bid Tabs
2. Declaration of Intent to Reimburse - Frances Haven Farmington PS Decom 09142020
3. Draft Contract - North State W&S - FH-Farm PS Decom

Gavel & Dorn Engineering, PLLC
6730 Freedom Drive, Charlotte, North Carolina 28214

August 21, 2020

Mr. Rob Donham
Public Works Director
Town of Harrisburg
4100 Main St., Suite 101
PO Box 100
Harrisburg, NC 28075

VIA E-MAIL

Re: Frances Haven & Farmington Pump Station Decommissioning Project
Recommendation to Award

Dear Mr. Donham:

We have reviewed the bids received on July 24, 2020 and have prepared the attached detailed and summary bid tabulations for your review and reference. Four bids were received during the bid opening and North State Water & Sewer, Inc. was the low bidder. The total bid cost was $254,250.

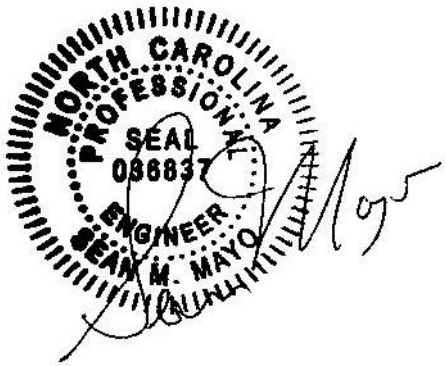
Based on our review, their bid is in order and is properly executed. They are a responsive, responsible bidder, and based on feedback from provided references they are fully capable of performing the work.

The Town has requested that a 15% be added to the total bid cost for use as construction contingency. Based on that request for contingency, we recommend award to North State Water & Sewer, Inc. in amount of **$292,388.00**.

If you have any questions, please call me at 704-724-5047.

GAVEL & DORN ENGINEERING, PLLC

Sean Mayo, P.E.
Partner



Attachment
Summary Bid Tabulation
Detailed Bid Tabulation

Frances Haven & Farmington Pump Station Decommissioning Project
Bid Opening: 10:00 AM, 07/24/2020
Location: Town of Harrisburg Town Hall

Contractor	North State Water and Sewer, Inc. 3195 Maplewood Ave. Winston-Salem, NC 27103	Classic City Mechanical, Inc. P.O. Box 180 Winterville, GA 30683	D.E. Walker Construction Co. P.O. Box 411564 Charlotte, NC 28241	State Utility Contractors, Inc. P.O. Box 5019 Monroe, NC 28111-5019
License No.	76022	15247	49960	17793
Total Bid	$254,250.00	$375,625.00	$557,194.00	$560,165.00

I hereby certify that the above information is a true and correct (to the best of my knowledge) tabulation of bids received July 24, 2020.

Sean Mayo, PE

NORTH CAROLINA PROFESSIONAL SEAL 036837 ENGINEER SEAN M. MAYO

8/21/20

Frances Haven & Farmington Pump Station Decommissioning Project
Bid Opening: 10:00 AM, 07/24/2020
Location Town of Harrisburg Town Hall

Note: Items noted in yellow have been adjusted by Engineer to address mathematical errors.

			Contractor:	North State Water and Sewer, Inc.		Classic City Mechanical, Inc.		D.E. Walker Construction Co.		State Utility Contractors, Inc.	
			Address:	3195 Maplewood Ave. Winston-Salem, NC 27103		P.O. Box 180 Winterville, GA 30683		P.O. Box 411564 Charlotte, NC 28241		P.O. Box 5019 Monroe, NC 28111-5019	
			License No.:	76022		15247		49960		17793	
			Addenda Acknowledged (Y/N):	Y		Y		Y		Y	
ITEM	**DESCRIPTION**	**QTY.**	**UNIT**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**
1	Mobilization (not to exceed 3.0% of bid)	1	LS	$ 6,000.00	$ 6,000.00	$ 11,000.00	$ 11,000.00	$ 20,240.00	$ 20,240.00	$ 16,000.00	$ 16,000.00
2	Comprehensive Grading	1	LS	$ 8,000.00	$ 8,000.00	$ 11,500.00	$ 11,500.00	$ 97,918.00	$ 97,918.00	$ 68,000.00	$ 68,000.00
	Sanitary Sewer Installation										
3	New Sanitary Sewer Main, of specified diameter, complete in place										
3a	8" PVC Sanitary Sewer (0' - 8' deep)	585	LF	$ 50.00	$ 29,250.00	$ 57.00	$ 33,345.00	$ 124.00	$ 72,540.00	$ 180.00	$ 105,300.00
3b	8" PVC Sanitary Sewer (8.1' - 10' deep)	396	LF	$ 55.00	$ 21,780.00	$ 68.00	$ 26,928.00	$ 141.00	$ 55,836.00	$ 185.00	$ 73,260.00
3c	8" PVC Sanitary Sewer (10.1' - 12' deep)	98	LF	$ 60.00	$ 5,880.00	$ 79.00	$ 7,742.00	$ 155.00	$ 15,190.00	$ 200.00	$ 19,600.00
3d	8" DIP Sanitary Sewer (0'-8' deep)	251	LF	$ 65.00	$ 16,315.00	$ 80.00	$ 20,080.00	$ 154.00	$ 38,654.00	$ 195.00	$ 48,945.00
4	Buried Stream Crossing, complete in place										
4a	Buried Stream Crossing Alignment 1 - Sta. 5+07 - 5+74	1	LS	$ 7,000.00	$ 7,000.00	$ 14,300.00	$ 14,300.00	$ 15,000.00	$ 15,000.00	$ 26,000.00	$ 26,000.00
4b	Buried Stream Crossing Alignment 1 - Sta. 8+09 - 8+97	1	LS	$ 7,000.00	$ 7,000.00	$ 14,300.00	$ 14,300.00	$ 15,174.00	$ 15,174.00	$ 27,000.00	$ 27,000.00
4c	Buried Stream Crossing Alignment 2 - Sta. 3+19 - 4+01	1	LS	$ 7,000.00	$ 7,000.00	$ 14,300.00	$ 14,300.00	$ 16,710.00	$ 16,710.00	$ 27,000.00	$ 27,000.00
5	Tie to Existing Sewer System	1	EA	$ 6,500.00	$ 6,500.00	$ 3,000.00	$ 3,000.00	$ 19,810.00	$ 19,810.00	$ 3,500.00	$ 3,500.00
6	Standard Manholes										
6a	Standard 4' Dia. Precast Manhole (0'-6' deep)	12	EA	$ 4,000.00	$ 48,000.00	$ 5,000.00	$ 60,000.00	$ 5,602.00	$ 67,224.00	$ 2,600.00	$ 31,200.00
6b	Manhole Additional Depth (4' Manhole)	45	VF	$ 250.00	$ 11,250.00	$ 650.00	$ 29,250.00	$ 266.00	$ 11,970.00	$ 250.00	$ 11,250.00
6c	4' Dia. Doghouse Manhole (0'-6' deep)	1	EA	$ 2,500.00	$ 2,500.00	$ 7,500.00	$ 7,500.00	$ 10,136.00	$ 10,136.00	$ 6,000.00	$ 6,000.00
6d	Doghouse Manhole Additional Depth (4' Manhole)	5	VF	$ 275.00	$ 1,375.00	$ 650.00	$ 3,250.00	$ 266.00	$ 1,330.00	$ 250.00	$ 1,250.00
7	Demolition of existing Pump Station including disposal of debris, backfilling as specified, complete in place										
7a	Frances Haven Pump Station	1	LS	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 14,890.00	$ 14,890.00	$ 15,500.00	$ 15,500.00
7b	Farmington Pump Station	1	LS	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,287.00	$ 15,287.00	$ 18,500.00	$ 18,500.00
8	Sewer Lateral Installation										
8a	4" Service Connection to Mainline	1	EA	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 1,095.00	$ 1,095.00	$ 500.00	$ 500.00
8b	4" PVC Lateral	15	LF	$ 40.00	$ 600.00	$ 35.00	$ 525.00	$ 93.00	$ 1,395.00	$ 30.00	$ 450.00
8c	4" Cleanout	1	EA	$ 1,200.00	$ 1,200.00	$ 750.00	$ 750.00	$ 240.00	$ 240.00	$ 250.00	$ 250.00
	Surface Restoration										
9	Streambank Stabilization - Rip Rap	165	SY	$ 50.00	$ 8,250.00	$ 69.00	$ 11,385.00	$ 65.00	$ 10,725.00	$ 55.00	$ 9,075.00
10	Permanent Seeding and Mulching	6200	SY	$ 2.00	$ 12,400.00	$ 3.50	$ 21,700.00	$ 4.00	$ 24,800.00	$ 1.00	$ 6,200.00
11	Gravel Pad Replacement	405	SY	$ 10.00	$ 4,050.00	$ 24.00	$ 9,720.00	$ 18.00	$ 7,290.00	$ 17.00	$ 6,885.00

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
12	Concrete Curb & Gutter, 2' Rolled Curb	10	LF	$ 100.00	$ 1,000.00	$ 175.00	$ 1,750.00	$ 108.00	$ 1,080.00	$ 100.00	$ 1,000.00
13	Concrete Sidewalk Replacement	10	SY	$ 40.00	$ 400.00	$ 115.00	$ 1,150.00	$ 95.00	$ 950.00	$ 125.00	$ 1,250.00
14	Asphalt Pavement Replacement including ABC	10	SY	$ 50.00	$ 500.00	$ 115.00	$ 1,150.00	$ 171.00	$ 1,710.00	$ 150.00	$ 1,500.00
	Miscellaneous										
15	Select Backfill Material	50	CY	$ 30.00	$ 1,500.00	$ 50.00	$ 2,500.00	$ 67.00	$ 3,350.00	$ 35.00	$ 1,750.00
16	Stabilization Stone	50	CY	$ 35.00	$ 1,750.00	$ 50.00	$ 2,500.00	$ 66.00	$ 3,300.00	$ 60.00	$ 3,000.00
17	Rock Excavation	150	CY	$ 85.00	$ 12,750.00	$ 230.00	$ 34,500.00	$ 89.00	$ 13,350.00	$ 200.00	$ 30,000.00
18	**Total Bid (Sum of Items 1-17)**				**$ 254,250.00**		**$ 375,625.00**		**$ 557,194.00**		**$ 560,165.00**

I hereby certify that the above information is a true and correct (to the best of my knowledge) tabulation of bids received July 24, 2020.

Sean Mayo, PE

NORTH CAROLINA PROFESSIONAL SEAL 036837 ENGINEER SEAN M. MAYO

8/12/20

Harrisburg NC
The right side of opportunity

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 Frances Haven and Farmington Pump Station Decommissioning Project, referred to as the "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 $450,000, the total of the Frances Haven and Farmington Pump Station Decommissioning Project.

4. **Declaration of Official Intent to Reimburse.** The Borrower hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

This resolution is effective upon its adoption this 14th day of September, 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 14th day of September, 2020.

_____ _____
[Clerk] Date

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Town of Harrisburg ("Owner") and North State Water and Sewer, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Frances Haven & Farmington Pump Station Decommissioning

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Gavel & Dorn Engineering, PLLC

3.02 The Owner has retained Gavel & Dorn Engineering, PLLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 135 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

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actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $750.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $750.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, below:

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ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
1	Mobilization (not to exceed 3.0% of bid)	1	LS	$6,000.00	$6,000.00
2	Comprehensive Grading	1	LS	$8,000.00	$8,000.00
3	New Sanitary Sewer Main, of specified diameter, complete in place				
3a	8" PVC Sanitary Sewer (0' - 8' deep)	585	LF	$50.00	$29,250.00
3b	8" PVC Sanitary Sewer (8.1' - 10' deep)	396	LF	$55.00	$21,780.00
3c	8" PVC Sanitary Sewer (10.1' - 12' deep)	98	LF	$60.00	$5,880.00
3d	8" DIP Sanitary Sewer (0'-8' deep)	251	LF	$65.00	$16,315.00
4	Buried Stream Crossing, Complete In Place				
4a	Buried Stream Crossing, Alignment 1 (5+07-5+74)	1	EA	$ 7,000.00	$7,000.00
4b	Buried Stream Crossing, Alignment 1 Sta. 8+09 to 8+97	1	EA	$ 7,000.00	$7,000.00
4c	Buried Stream Crossing, Alignment 2 Sta. 3+19 to 4+01	1	EA	$ 7,000.00	$7,000.00
5	Tie to Existing Sewer System	1	EA	$6,500.00	$6,500.00
6	Manholes				
6A	Standard 4' Dia. Precast Manhole (0'-6' deep)	12	EA	$4,000.00	$48,000.00
6B	Manhole Additional Depth (4' Manhole)	45	VF	$250.00	$11,250.00
6C	4' Dia. Doghouse Manhole (0'-6' deep)	1	EA	$2,500.00	$2,500.00
6D	Doghouse Manhole Additional Depth (4' Manhole)	5	VF	$275.00	$1,375.00
7	Demolition of existing Pump Station including disposal of debris, backfilling as specified, complete in place				
7a	Frances Haven Pump Station	1	LS	$15,000.00	$15,000.00
7b	Farmington Pump Statoin	1	LS	$15,000.00	$15,000.00
8	Sewer Lateral Installation				
8a	4" Service Connection to Mainline	1	EA	$2,000.00	$2,000.00
8b	4" PVC Lateral	15	LF	$40.00	$600.00
8c	4" Cleanout	1	EA	$1,200.00	$1,200.00
9	Streambank Stabilization - Rip Rap	165	SY	$50.00	$8,250.00
10	Permanent Seeding and Mulching	6200	SY	$2.00	$12,400.00
11	Gravel Replacement	405	SY	$10.00	$4,050.00
12	Concrete Curb and Gutter, 2' rolled curb	10	LF	$100.00	$1,000.00
13	Concrete Sidewalk Replacement	10	SY	$40.00	$400.00
14	Asphalt pavement replacement including ABC	10	SY	$50.00	$500.00
15	Select Backfill Material	50	CY	$30.00	$1,500.00
16	Stabilization Stone	50	CY	$35.00	$1,750.00
17	Rock Excavation	150	CY	$85.00	$12,750.00
18	Surface Restoration for Easement Impacts	1	LS	$40,000.00	$40,000.00
	Subtotal:				**$294,250.00**
	Contingency (10%):				**$29,425.00**
	Grand Total:				**$323,675.00**

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *one* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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B. Contractor has visited the Site, conducted a thorough, alert 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.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. 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; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

F. 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.

G. 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.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to _6_, inclusive).
2. Performance bond (pages 1 to _3_, inclusive).
3. Payment bond (pages 1 to _3_, inclusive).
4. General Conditions (pages 1 to _70_, inclusive).
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings (not attached but incorporated by reference) consisting of 12 sheets with each sheet bearing the following general title: Frances Haven & Farmington Pump Station Decommissioning.
7. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to _13_, inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

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a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

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2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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

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

OWNER:	CONTRACTOR:
_____	_____
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:
_____	_____
_____	_____
_____	_____
	License No.: _____ *(where applicable)*

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TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Contract with Dukes, Inc. to Continue Maintenance and Hosting of Utility GIS

Presenting Personnel:
Robert Donham, Town Engineer

Suggested Motion or Action:
To award a contract in the amount of $70,000 to Dukes Root Control, Inc. to continue maintenance and upgrades to the Town's Geographic Information System.

Description/Background:
Staff is pleased with Duke's Inc. reliable, professional, and efficient work flow and maintenance of the Town's Geographic Information System. The GIS allows Town Staff to make quick decisions regarding utilities, provide information to customers, develop maps of our service areas, and input new information as our system is updated.

Duke's was consulted in Spring 2020 to host the Town's GIS and staff has been impressed with the quality and efficiency of the new system. This contract will allow Dukes to make necessary information updates to the growing infrastructure.

Additionally, Dukes will incorporate as-builts from new projects by using information provided by developers. Dukes also has the ability to field-verify information using GPS.

Recommendation:
Staff recommends awarding a contract to Dukes, Inc. for $70,000 for continued updates to the Water, Sewer, and Storm Water GIS system.

Fiscal Impact:
The fiscal impact of this project is $70,000. The Water and Sewer Fund has a $50,000 budget for this service and the Storm Water Fund has the remaining $20,000 in budgeted funds for FY2021.

The attached contract has been reviewed by the Town Attorney and approved for Council consideration.

Attachments:
1. Dukes, Inc. - GIS Professional Services Contract

CONTRACT NUMBER _____

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 31st day of August, 2020, by and between Town of Harrisburg, NC ("Customer") and Duke's Root Control, Inc., a New York corporation ("Consultant"). Customer and Consultant may be referred to singularly as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Customer desires to have certain services and tasks performed by Consultant; and

WHEREAS, Consultant desires to perform such services and tasks for the Customer

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

Consultant will perform for the Customer the services set forth on **Exhibit A - List of Services and Fee Schedule** attached hereto and made a part hereof ("Services"). The Consultant represents and warrants that it has pre-qualified the services to be provided under this Agreement. The Consultant further represents and warrants that the services the Consultant preforms pursuant to this Agreement will be done in accordance with the Codes, Amendments and Ordinances of the Municipality and State where the work is being performed.

2. CHANGES IN COST AND SERVICES

The Services and charges for such Services as set forth on Exhibit A hereto may only be changed or amended by mutual written and signed agreement of the Parties stating with specificity the change in Services and cost.

3. FEES

The rates for Services are as set forth on **Exhibit A – List of Services and Fee Schedule** ("Fees"). The total Fees shall not exceed Seventy Thousand and 00/100 Dollars ($70,000.00). Unless there is a change in cost and services event as described in paragraph 2.

4. PAYMENT

Consultant will invoice the Customer for Services on a monthly basis, and each invoice shall include supporting documentation. Payment for invoiced Services is due to the Consultant within forty-five (45) days of the invoice date. The Customer may within seven (7) days of the invoice date by written notice to Consultant dispute an invoice, or any part thereof, and request additional information with respect to such disputed part, provided that such notice state with specificity the nature of the dispute and the additional information requested. Unless the Consultant receives such notice within the 7 day period, the invoice will be deemed accepted by the Customer and shall be paid in full as required under this Section 4. In the event of a dispute concerning an invoice, the Customer will pay the undisputed amount within forty-

five (45) days of the date of the invoice. The Parties will use their best efforts to reach an amicable resolution as to the disputed part of the invoice within the forty-five (45) days of the invoice date, and if resolved or partially resolved, the Customer shall then be obligated to pay the Consultant the undisputed amount within the earlier of ten (10) days from the date the dispute is resolved or fifty-five days after the date of invoice.

5. TERM

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on June 30, 2021, unless extended by mutual signed written agreement of the Parties.

6. TERMINATION

Termination of this Agreement may happen under one of the following circumstances:

A. Either Party may terminate this Agreement for convenience at any time, with at least thirty (30) day advance written notice to the other Party. Consultant shall be paid all Fees for Services rendered up through and including the termination date.

Notwithstanding the foregoing, if the non-breaching Party elects, in its sole discretion, to permit the breaching Party to cure the breach or failure to perform, the non-breaching Party shall provide the breaching Party by email transmission with a Notice of Breach, stating in detail the nature of the breach or failure to perform. The breaching party shall have fifteen (15) days to cure the breach or otherwise perform as required. If the breach or failure to perform is not cured within 15 days after the email transmission, the non-breaching Party may immediately, by written notice to the breaching party, terminate this Agreement.

Within fifteen days of termination of this Agreement, Consultant will account for and dispose of it in a manner directed by the Customer any Customer property in its possession.

7. INDEPENDENT CONTRACTOR RELATIONSHIP

The Parties acknowledge and agree that the Services performed by Consultant, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

8. MUNICIPAL OBLIGATIONS

The property and/or project where the Services are to be performed are listed on **Exhibit B – Property/Project** attached hereto and incorporated herein by reference. The Customer shall make provision for access to the property and/or project where the Services are to be performed, and any adjacent properties, if necessary for performing the Services. The Customer shall provide in a timely manner all data information, GIS/GPS points, plans, specifications and other documentation required by Consultant to perform Services.

9. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Customer, its elected and appointment officials, employees and

volunteers and others working on behalf of the Customer, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant arising out of or related to Consultant's performance of the Services. To the extent that the Consultant provides the defense for the Customer, the Consultant shall have the right to select counsel to defend the Customer in actions pertaining to this Section. Notwithstanding any provision of the Agreement to the contrary, Consultant shall not have the obligation to defend, indemnify or hold harmless Customer, and shall not be responsible or liable to Customer, for the negligence, actions or omissions of third parties not under Consultant's control, including without limitation for any injury to person or death, damage to property or delays in Consultant's performance. If either Party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

10. CONSEQUENTIAL DAMAGES

Notwithstanding any provision of this Agreement to the contrary, except with respect to Consultant's obligation to indemnify Customer pursuant to Section 9 of this Agreement by reason of personal injury, including bodily injury or death and/or property damage, in no event shall Consultant be liable for consequential, special, incidental, indirect, loss profit or loss of income damages.

11. ASSIGNMENT

Neither party shall assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both parties. Consultant is permitted to subcontract portions of the services to be provided but only after first notifying Customer of such intention and delivering an endorsement to subcontractor's general liability coverage naming the Customer, its officers, employees and agents as additional insured. Consultant remains responsible for any subcontractor's performance.

12. INSURANCE

During the pendency of this Agreement, at a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant providing Services, to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Customer. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Worker's Compensation insurance to cover obligations imposed by applicable law for any employee of Consultant and any subcontractor engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars ($1,000,000) bodily injury each accident, one million dollars ($1,000,000) bodily injury by disease – policy limit, and one million dollars ($1,000,000) bodily injury by disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

B. Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The Customer and the Customer's officers, employees, and consultants shall be named as additional insureds.

C. Prior to commencement of the Services, Consultant shall submit endorsements of insurance acceptable to the Customer.

13. OWNERSHIP OF DOCUMENTS

Provided that the Customer is not in breach and has performed as required under this Agreement and Consultant has been paid for the Services, the Customer shall own the work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any other purchase other than the performance of the Services hereunder without the express prior written consent of the Customer. Unless this Agreement is terminated for cause

14. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

15. DISCRIMINATION

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin.

16. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

The Customer acknowledges and agrees that Consultant has invested considerable time and resources in the development of its workforce. During the term of this Agreement and for one (1) year thereafter, Customer shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provides Services to Customer pursuant to this Agreement ("Service Providers"), or who interacted with Customer in connection with the provision of such Services. The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's investment in the training of its employees, the stability of its workforce, and its ability to provide competitive programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. Customer acknowledges and agrees that a violation of this provision by the Customer could likely cause Consultant irreparable harm, and that damages at law may be inadequate, which may in addition to any other remedy to which Consultant may be entitled by law or in equity, entitle Consultant to seek injunctive relief.

17. NOTICES

Any notice under this Agreement shall be in writing and may be personally delivered, sent by recognized overnight carrier, sent pre-paid, certified mail, return receipt requested, proper postage prepaid, or by email, addressed as follows:

If to the Customer:	If to the Consultant:
Ms. Mallory Hodgson Project Manager Town of Harrisburg 4100 Main Street, Ste 101 Harrisburg, NC 28075 mhodgson@harrisburgnc.org	Ms. Michelle Harrod, Vice President Duke's Root Control, Inc. 1020 Hiawatha Blvd West Syracuse, NY 13204 michelle@dukes.com

Notice sent by personal delivery or recognized overnight carrier shall be deemed sufficient upon delivery, even if rejected. Notice by certified mail, return receipt requested, shall be deemed sufficient two (2) business days after being placed in the U.S. mail. Notice by email shall be deemed sufficient if sent on a business day during the hours of 8:00 a.m. and 6:00 p.m., Eastern time provided that upon request of the recipient, the sender provides written confirmation of the transmission. For purposes of this Agreement, business days shall be any day except Saturday, Sunday, Federal holidays, and any state holiday the Customer offices are closed.

18. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to litigation, or some other dispute resolution procedure.

19. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of North Carolina without regard to principles of conflict of laws. Any suit or action arising out of or related to this Agreement shall be brought in the state or Federal courts having jurisdiction in the County of Cabarrus, State of North Carolina, and the Parties waive any objection to such venue.

20. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

21. WAIVER

No failure or delay by any party in enforcing this Agreement or exercising any right, power, or privilege hereunder this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further enforcement of this Agreement or exercise such or other right, power, or privilege hereunder this Agreement

22. ENTIRE AGREEMENT

This Agreement, along with the attached exhibits, constitutes the complete, entire and final agreement of the Parties with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates herein enumerated.

	Duke's Root Control, Inc.
	Michelle Harrod
Name:_____	Name: Michelle Harrod
Title: _____	Title: Vice President
Date:_____	Date: August 31, 2020

EXHIBIT A – FEES AND SERVICES

Consultant will perform for the customer, GIS services not to exceed the contract amount. Services include:

A. Field collection of GPS points for various utility assets listed in the pages to follow
B. Data Processing and correction services
C. As-built drawing integration services

Please reference table in pages to follow for specific line item detail. Customer to define project area at project kick off meeting

Investment

The prices quoted herein will remain in effect for the length of this contract, unless changes are agreed upon in writing by both parties. Services will be billed half at project initiation and remainder upon completion of final deliverables. Pricing dependent on canvassing an assigned area with all asset types. Pricing below reflects field collection efforts. Additional data services are required based on hourly rate table described above. Estimate $0.40/asset for data technician services in addition to field collection rates below.

TYPE OF SERVICE - FIELD DATA COLLECTION	Price	Unit	QTY	Subtotal
GPS Services - STW_Conveyances Layer GPS Collection and data correction services centimeter accuracy (where available) - line snapping Stormwater inspection program per asset	$8.75		0	$0.00
GPS Services - STW or Sewer _Structures Layer GPS Collection and data correction services centimeter accuracy (where available) Stormwater inspection program per asset	$13.50		0	$0.00
GPS Services - STW_Outfalls Layer GPS Collection and data correction services centimeter accuracy (where available) Stormwater inspection program per asset	$20.00		0	$0.00
GPS Services - STW & Sewer _ClosedPipes Layer GPS Collection and data correction services centimeter accuracy (where available) - line snapping Stormwater inspection program per asset	$11.50		0	$0.00
GPS Services - Private Shut Off Valves (B-Box), Valve Boxes (see valve vault pricing below), Grease Traps, Inspection Manholes, sewer cleanouts & Meter Pits GPS Collection and data correction services centimeter accuracy (where available) - no attribute information considered in this pricing. If meter type is required, add $2.00/asset.	$9.00		0	$0.00
GPS Services - Public & Private Fire Hydrants GPS Collection and data correction services centimeter accuracy (where available) -hydrant manufacturer and year, aux valve present (y/n) included. Additional attribute information billed at $.50/ea field. Please specify if private hydrants/valves are required	$9.50		0	$0.00

GPS Services - Air Relase Vaults, Pump Stations, Water Valve Vaults, Flow Meter/Master Meter Pits, Bypass Connection Point GPS Collection and data correction services centimeter accuracy (where available) - requires opening of lid to verify valve. Pump out not included if required. Includes picture of valve configuration.	$13.50		0	$0.00
				$0.00

Asset Management Integration & Data Services **	**Rate** ***billed in 15 min increments**
Data Technician Hourly Rate Performing daily audits, drawing poly lines, calculating elevation depths and integrating in elevation deminsions from depths measured in the field. Watermain, Lateral line and private water line drawing (if requested - line work is based on as-builts on cleanout or meter pit/b-box location)	**$150/hour**
Specialty Data Analysis Special query building, customized symbology, merging of layers, removal of duplicate layers, removal of duplicate assets, creation and maintenance of unique facility ID's, other specialty programming or needs	**$225/hour**
As-Built Integration Services Geographically plotting points taken from as-built and recording data into current layers. Splitting poly lines to indicate material changes. Information entry from as-built data. Please note, accuracy of points limited to satellite imagery.	**$175/hour**

Any hourly work to be performed upon approval in advance by the Town of Harrisburg

TOWN OF HARRISBURG

Agenda Item Details

Title:
H2020-1-(S) Calloway Subdivision Preliminary Plat

Presenting Personnel:
Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:
If approved, the following motion is suggested:
To approve the Preliminary Plat application as requested by the applicant for the related property in application H-2020-1(S).

Description/Background:
Stanley Martin Homes has submitted a Preliminary Plat application for 73 age-restricted (55+ only) single family homes, located on the Southeast corner of Robinson Church Road and Rocky River Road.. The site pin is 5506-84-1758-0000 and 5506-84-9524-0000 and consists a total area of 30.21 acres. The subject property was rezoned in 2018 (Case #H-2017-11-(R)) to CZ-RC to allow for 81 age-restricted single family homes.

A rezoning condition #7, originally approved a part of the rezoning has been modified to read as noted below:

7. Applicant agrees to dedicate a fee-in-lieu of pedestrian access easement rights originally intended in the rezoning condition, in the amount of $40,236.30. All fee-in-lieu dedications shall be made to the Town prior to final plat approval. *(Original: Applicant agrees that easements obtained for the sewer line connection to Reedy Creek will include pedestrian access rights to accommodate a future pedestrian access to Reedy Creek Greenway)*
The fee in lieu of is being used due to firm opposition from property owners allowing the greenway use to be included in the easement language. This has been reviewed and approved by the Parks & Recreation Advisory Board.

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

Recommendation:
Staff has reviewed the submitted preliminary plat, and has found it to be consistent with the approved conditional zoning site plan (H-2017-11-R), the Harrisburg Area Land Use Plan (HALUP) and the standards of the UDO for CZ-RC districts. The Planning and Zoning Board recommended approval of the Preliminary Plat.

Staff recommends approval of the proposed preliminary plat, with the inclusion of the conditions as attached.

Fiscal Impact:
The Capital Reserve Fund - Parks and Recreation will receive a contribution - fee-in-lieu of pedestrian access easement rights of $40,236.30. These funds are restricted for use toward the Town's Greenway easement acquisition, design, and

construction costs.

Attachments:

1. Calloway PB Prelim Plat Staff Report
2. Application and Pre-submittal document
3. Callaway Site Map
4. Calloway Preliminary Plat 8-11-20-REV
5. Calloway_Easement Letter 2020.01.08
6. Calloway Home Photos
7. Rezoning Approval Letter Signed
8. Signed Approved Rezoning Site Plan

Town of Harrisburg
Planning and Economic Development Department

DATE:	**August 18, 2020**
SUBJECT:	H2020-01-(S) **Calloway**, Preliminary Plat
Owner/ Developer:	Stanley Martin Homes; Contact: Jeremy Smith
Location:	The subject property is located on the Southeast corner of Robinson Church Road and Rocky River Road. PIN Number: 5506-84-1758-0000 and 5506-84-9524-0000 Address: 8969 and 9089 Robinson Church Road
BACKGROUND:	
Area:	Approximately 30.21 acres
Zoning:	CZ-RC Residential Compact – Conditional Zoning District (Case # H2017-11-R)
Staff Report prepared by:	Craig Thomas, Planning and Economic Development Department

GENERAL DISCUSSION:

- The entire 30.21 acres was rezoned on January 8, 2018 to CZ-RC, Conditional Residential Compact, for approval of 81 lots that will be age-restricted to 55 years of age and older on the aforementioned two parcels. The preliminary plat includes 73 lots.

- The applicant is seeking preliminary plat approval of Calloway consistent with the underlying CZ-RC zoning, including the approved conditional rezoning site plan.

- Off-site transportation improvements and the agreement with the developer have been incorporated as Development Notes on the preliminary plat.

- Staff has reviewed the submitted preliminary plat and has found it to be consistent with the approved conditional zoning site plan and the standards of the UDO.

APPROVAL CRITERIA:

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

Per the Harrisburg Area Plan, the subject property is in an area designated as Low Density Residential. Uses envisioned for this area include low to moderate density residential,

typically three (3) dwelling units per acre or less. The proposed development is 2.51 dwelling units per acre and thus falls below the recommended threshold. The rezoning which was approved to accommodate this development was found to be consistent with the Harrisburg Area Land Use Plan and the Unified Development Ordinance and therefore conforms to the goals and policies of the HALUP and UDO.

With regard to the overall goals of the plan, recommendation LU-5 states that the Town should "Expand Housing Options" to appeal to a broad range of audiences. A "Focus on Quality" is explained with recommendation LU-6. The developer has agreed to ensure a higher level of quality by using masonry products for construction in an effort to help fulfill this goal. Recommendation LU-7 of the plan recommends consistency between the Town's zoning regulations and the adopted future land use map. A table included as part of this goal establishes the "appropriate" districts to use when making zoning decisions based on the Future Land Use Map. The map, as previously stated, designates this area as Medium Density Residential. The table indicates that the RV district is appropriate for this land use classification.

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

There are no existing or proposed variances for the subject property. The preliminary plat, as presented, is consistent with the approved conditional zoning site plan, which governs the development standards for the site.

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

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

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

The proposed project is a single-family community consistent with the existing single-family neighborhoods nearby. No uses or designs proposed in this development would detrimentally impact the ability of the surrounding property to be used in a safe or viable manner.

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

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

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

The proposed development will be subject to the regulations set forth in the Unified Development Ordinance as well as any State or Federal regulations related to floodplain development and/or wetlands regulations. In addition, the development will be subject to NCDEQ sedimentation and erosion control standards. Any fill within a floodplain area to prepare it for development will be required to be coordinated with FEMA and the town's flood damage prevention regulations.

7. **The proposed name of a subdivision shall be approved by the Cabarrus County E-911 Coordinator(s) and shall not use a word, or phrase, which is the same as, similar to, or pronounced the same as a word or phrase in the name of any other subdivision in Cabarrus County or any municipality or jurisdiction in the County. Proposed subdivisions may only use a duplicate subdivision name in the event that the Administrator requires the use of the same name for purposes of clear identification.**

The proposed name of the subdivision is Calloway. This name has been approved for use by the Cabarrus County E-911 Coordinator. All street names have been reviewed and approved by Cabarrus County E-911 Coordinator.

APFO REVIEW:

SCHOOLS
The development is age-restricted, meaning that this development should have minimal effect on the school system. No school impact numbers were provided by Cabarrus County Schools.

TRANSPORTATION
The developer has been working with the Town to plan, design, and eventually construct some road improvements. These improvements include widening of Robinson Church Road for a left turn lane into the development and the addition of a left turn lane at the intersection of Robinson Church Road and Rocky River Road.

The following notes have been added to the preliminary plat to satisfy this requirement:

Development Note #2
Developer agrees to work with the Town of Harrisburg so that road improvements can be designed, permitted and constructed at the same time pending a formal agreement between both parties. The Town of Harrisburg shall reimburse Stanley Martin for all costs associated with the intersection improvements including, but not limited to survey, design, right of way acquisition, utility relocation and construction for Robinson Church Road North of the intersection and for any required improvements along Rocky River Road up to an amount not exceed $100,000.

Development Note #3
Based on the extensive amount of off-site improvements required with this project including the installation of gravity sanitary sewer to the property, removing an existing Town of Harrisburg pump station and installing a new gravity sanitary sewer from the pump station to the existing WSACC interceptor and road improvements along Robinson Church Road the developer shall phase the improvements so that Phase 1 can be platted and sold with only the sanitary sewer improvements being completed and that Phase 2 cannot be platted until all road improvements within Robinson Church Road and Rocky River Road are completed per the agreement between Stanley Martin Homes and the Town of Harrisburg.

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

UTILITIES
Utilities are available through the Town of Harrisburg. Applicant will be required to extend the water line and sewer line to their site.

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

Should the Planning and Zoning Board recommend approval of the preliminary plat for the Calloway Subdivision, staff requests that the following conditions become part of the approval, which are inclusive of the conditions agreed to as part of the approval of the conditional zoning map amendment for the project (H2017-11-R):

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

2. Applicant agrees to dedicate a fee-in-lieu of Public Open Space dedication for the 2.4 acres of required Public Open Space, in the amount of $34,390 per acre, for a total of $83,857. All fee-in-lieu of dedications shall be made to the Town prior to final plat approval.

3. Applicant agrees to restrict cladding materials for all buildings to masonry products; vinyl siding will not be used.

4. Applicant agrees that during the preliminary plat process, if the RSOD buffers are revised to reflect the slope of the land adjacent to the stream bisecting the property, that any lots containing RSOD buffers be revised, removed, or redesigned so that no lots contain any RSOD buffer.

5. Applicant agrees that the area labeled as “Proposed Future Roadway Connection to the East” on the site plan will be dedicated as street ROW during final platting.

6. Applicant agrees to obtain a Driveway Permit from NCDOT subdivision access road providing access to Robinson Church Road. Furthermore, the applicant agrees to revise the site plan to show the future ROW dedication area on both sides of the subdivision access road, and to dimension the future ROW from the current road.

7. Applicant agrees to dedicate a fee-in-lieu of pedestrian access easement rights originally intended in the rezoning condition, in the amount of $40,236.30. All fee-in-lieu dedications shall be made to the Town prior to final plat approval. (Original condition was revised and approved by Parks and Recreation Advisory Board)

RECOMMENDATION:
The preliminary plat is consistent with the Harrisburg Area Land Use Plan and the existing CZ-RC zoning designation and approved Conditional Rezoning Site Plan. Therefore, the Planning and Zoning Department recommends approval of this preliminary plat application for Calloway.

Mc² ENGINEERING

Transmittal

Project #: 17-017

Date: 07-29-19

Mc² Engineering, Inc.
2110 Ben Craig Dr., Ste. 400
Charlotte, NC 28262
Phone 704.510.9797
Fax 704.510.9787
Jeff@Mc2eng.com

To: Harrisburg – Planning Dept.
4100 Main Street, Ste. 102
Harrisburg, NC 28075

Attention: Sushil Nepal
704-455-0709

- ☐ For Your Information
- ☐ As Requested
- ☐ For Your Approval
- ☒ For Your Review

Project: Calloway (by Essex Homes, formerly Rocky River)

Copies	Dated	Description
5	07/26/19	Preliminary Plat Drawings
1	07/29/19	Preliminary Plat Application
1	06/19/19	Pre-Application Meeting Summary
1	06/26/19	Approved Street/Project Name Reservation Form

Comments: The following is what was submitted to your office electronically as requested. We hope these items allow us to continue towards permitting for preliminary plat approval.

Tom A. Platt, EI
Project Engineer

CC:

P:\17-017 Essex-Rocky River\Correspondence\Transmittal\Harrisburg_Preliminary Plat-07.29.19t.doc

Harrisburg NC
The right side of opportunity

PRE-APPLICATION MEETING SUMMARY

A pre-application meeting is required prior to submitting certain land development applications to the Town of Harrisburg. This pre-application meeting summary will be filled out at the pre-application meeting, and will be used as a cover sheet for your development application.

General Information

1. Project Name: Rocky River Subdivision
2. Development Request Type:
   - ☐ REZONING ☑ RESIDENTIAL ☐ NON-RESIDENTIAL
   - ☐ OTHER _____
3. Property Location: Robinson Church Rd & Rocky River Rd
4. PIN(s): 550 -- 684 -1758 ; 550 -- 684 -9524 ; ____ -- ____ -- ____
5. Size of Parcel (square feet or acreage): 30.21 ac
6. Street Frontage (feet): (7,670 LF) = EXISTING = 713 LF PROP = 6957 LF
7. Current Land Use: vacant / wooded
8. Flood Zone: N/A

Type of Application Required (Check all that apply)

Rezoning

- ☐ Rezoning
- ☐ Conditional Rezoning

Residential *(If no rezoning)*

- ☑ Preliminary Plat
- ☐ Subdivision Construction Drawings
- ☐ Minor Plat
- ☐ Final Plat
- ☐ Site Plan

Non-Residential *(If no rezoning)*

- ☐ Site Plan Review

Miscellaneous

- ☐ Conditional Use Permit
- ☐ Improvement Guarantee
- ☐ Performance Bond
- ☐ Sign Permit
- ☐ Zoning Clearance
- ☐ Variance
- ☐ Annexation
- ☐ Other

_____

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Site Plan Requirements

1. Will this request require a site plan? ☑ YES ☐ NO
2. Type of Plan (check all that apply):

Residential

☑ Preliminary Plat
☐ Subdivision Construction Drawings
☐ Minor Plat
☐ Final Plat
☐ Site Plan

Miscellaneous

☐ Architectural Elevations
☐ Landscaping Plan
☐ Lighting Plan
☐ Flood Prevention Plan
☑ Tree Survey

Non-Residential

☐ Major Site Plan
☐ Minor Site Plan

3. Has a copy of Appendix B been provided to the applicant, and have the requirements of Appendix B been reviewed by staff with the Applicant? ☑ YES ☐ NO ☐ N/A
4. Will this request require a Traffic Impact Analysis? ☐ YES ☐ NO ☑ N/A
5. Has a copy of Appendix F been provided to the applicant, and have the requirements of Appendix F been reviewed by staff with the Applicant? ☐ YES ☐ NO ☑ N/A
6. Has the applicant been made aware that a Scoping Meeting will need to take place between the applicant, the Town, NCDOT, and the Consultant, and that a Scoping Agreement will need to be signed prior to submitting an application? ☐ YES ☐ NO ☑ N/A
7. If elevations are required, has a copy of Appendix E been provided to the applicant, and have the requirements of Appendix E been reviewed by staff with the applicant?
   ☐ YES ☐ NO ☑ N/A

Storm Water Requirements

1. Will the site have more than 10,000 square feet of disturbed area, thereby initiating the need to abide by the Phase II Storm Water Ordinance Requirements? ☑ YES ☐ NO
2. Has a copy of the Storm Water Phase II Ordinance and Drainage Manual been made available to the applicant, and has staff explained the need for a Storm Water Concept Meeting?
   ☑ YES ☐ NO ☐ N/A

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Review Fees

1. Planning/Zoning Required Review Fees (Check all that apply):

☑ Preliminary Plat	$1000.00 plus $25.00 per lot	$2,125
☐ Recombination Plat	$50.00 per map sheet	
☐ Sketch Plat Review	$100.00	
☐ Subdivision Construction Drawings	$2000.00 plus $50.00 per acre	
☐ Minor Site Plan Review	$500.00 plus $5.00 per acre	
☐ Vested Rights	$400.00	
☐ Vested Rights Extension	$150.00	
☐ Minor Site Plan Final Inspection and COC Letter	$75.00	
☐ Rezoning Amendment – Residential (<10 acres)	$400.00 plus $5.00 per acre	
☐ Rezoning Amendment - Nonresidential/Mixed Use	$1000.00 plus $25.00 per acre	
☐ Rezoning Amendment – Residential (>10 acres)	$2500.00 plus $25.00 per acre	
☐ Conditional District Rezoning	$2500.00 plus $25.00 per acre	
☐ Combined Residential Rezoning & Preliminary Plat	$4000.00 plus $25.00 per lot	
☐ Conditional Use Permit	$1000.00 plus $5.00 per acre	
☐ Re-advertising cost (due to applicant action)	Greater of $200 or actual cost	
☐ Architectural Review	$150.00	
☐ Appeal of Planning Board Decision on Arch. Review	$250.00	
☐ Rezoning Protest Petition	$250.00	
☐ Street Name Change Petition	$500.00 plus street sign costs	
☐ Variance Application - Residential	$500.00	
☐ Variance Application - Nonresidential	$600.00	
☐ Appeal of Administrator/Interpretation Request	$300.00	
	TOTAL	$2,125

Harrisburg NC
The right side of opportunity

3. Fire Review Fees (Check all that apply):

Commercial Plans or Commercial Upfit Fees Based on SF		
☐ Less than 4,999	$200.00	
☐ 5,000 to 9,999	$250.00	
☐ 10,000 to 24,999	$350.00	
☐ 25,000 to 49,999	$500.00	
☐ 50,000 or greater	$.02 per sq. ft.	
☒ Site Review for Commercial / Subdivisions	$200.00	$200
☐ Site Review for Rezoning Commercial/Subdivisions	$200.00	
☐ Subdivision Plat/Site Plan Review	$200.00	
	TOTAL	$200

Additional Requirements

Town of

provide 3 separate checks made payable to Harrisburg Toll (planning, Fire, Engineering) on 6/14/19 applicant submitted plans, abd application Resubmittal preliminary plat application and plat along with correct address form.

Harrisburg NC
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Participant Information and Acceptance of Requirements

4. Applicant — Essex Land Entitlement
   Address — 13000 S. Tryon St.
   Address Line 2 — F-205
   Phone — 704.423.8988
   Email — jsmith@essexhomes.net
   Signature

5. Planning Staff — Matt Ward
   Signature

6. Engineering Staff — Robert Dunham
   Signature

7. Fire Staff — Jeff Williams
   Signature

8. NCDOT Staff
   Signature

~~9. Public Works~~
~~Signature~~

10. Other
    Signature

11. Date

Harrisburg NC

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Application for Preliminary Plat Review and Approval

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

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

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

Project Information

1. Name of Subdivision: Calloway (formerly known as 'Rocky River')
2. Location of Subdivision: Robinson Church Rd. and Rocky River Rd.
3. Cabarrus County PIN Numbers: 55068417580000 & 55068495240000
4. Current Zoning: CR
5. Project Classification (Residential, Commercial, etc.): Residential
6. Is this a CU or CZ Project? ☒ YES: Case Number: H2017-11-(R) ☐ NO
7. Date of Rezoning Approval: 02/12/18 Subdivision Case #: H2017-11-(R)

Owner/Developer Information

1. Property Owner Name: Essex Homes Property Owner Phone: (704)423-8988
   Property Owner Email: jsmith@essexhomes.net
2. Agent/Developer Name: Essex Homes Agent/Developer Phone: (704)423-8988
   Agent/Developer Email: jsmith@essexhomes.net
3. Contact for Comments Name: Tom Platt Contact for Comments Phone: (704)510-9797
   Contact for Comments Email: tplatt@mc2eng.com

Utilities

	Water	Sewer
1, Who will provide water and sewer services for this site?	☐ Private ☒ Public Provider WSACC	☐ Private ☒ Public Provider WSACC

Overlay District (Article 4)

Is the subject property located in an Overlay Zone? ☐ YES: ☒ NO

If YES, which one(s): _____

Flood Panel and RSOD Information (Article 4)

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

Flood Panel Number(s)_____ Map Date_____

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

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

☒ YES: ☐ NO

Verification of Process

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

Date: 7/29/19 Signed: _____

Title: Land Manager, Agent

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

Do not write below this point

For Staff Use Only:

Subdivision application fee paid: _____ Check Number:_____

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

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

Date: 05/30/19	Parcel Identification Number(s) (PINs): 55068417580000 & 55068495240000			
Existing Road Providing Access to Project Area:	Robinson Church Road & Baintree Lane			
Type of Zoning District (circle one):	Residential ✓	Commercial	Industrial	Other (briefly explain)

Developer/Owner:	Essex Homes
Primary Contact :	Jeremy Smith
Telephone Number:	704-423-8988
Primary Contact Email address:	JKristopher@ESSEXHOMES.NET

EXISTING PROJECT NAME: Rocky River

PROPOSED PROJECT NAME(S):

Project Name:	Calloway	(Approved) / Denied
Alternate Project Name:		Approved / Denied
Alternate Project Name:		Approved / Denied

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

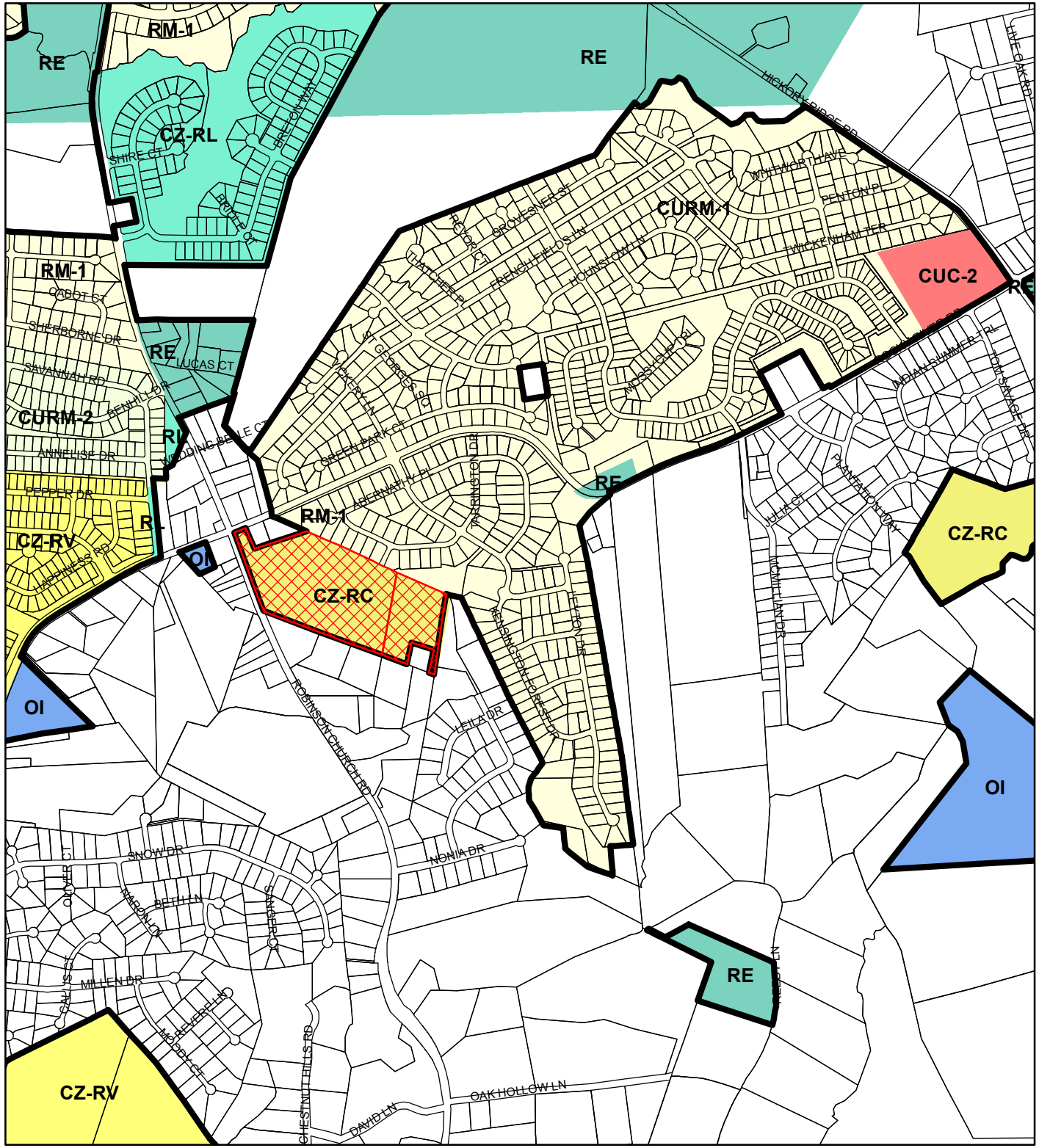
Street Name:	Clarendon	(Approved) / Denied
Street Name:	Stallwood	(Approved) / Denied
Street Name:	Emerson	Approved / (Denied)
Street Name:	Stratford	Approved / (Denied)
Street Name:	Wakefield	Approved / (Denied)
Street Name:	Woodlawn	Approved / (Denied)
Street Name:	Summerlin	Approved / (Denied)
Street Name:	Granger	(Approved) / Denied
Street Name:	Bexley	Approved / (Denied)
Street Name:	Andover	Approved / (Denied)

NUMBER OF STREETS TO BE NAMED: 3

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

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

CABARRUS COUNTY E911 REVIEWER: BWebster DATE: 6/24/19



H 2020-01- (S)
Calloway Subdivision

Applicant: Stanley Martin Homes

Zoning: CZ-RC (Conditional Residential Compact)

Callaway Subdivison - Age Restricted (55+) Homes
Preliminary Plat Request

Parcels

Site

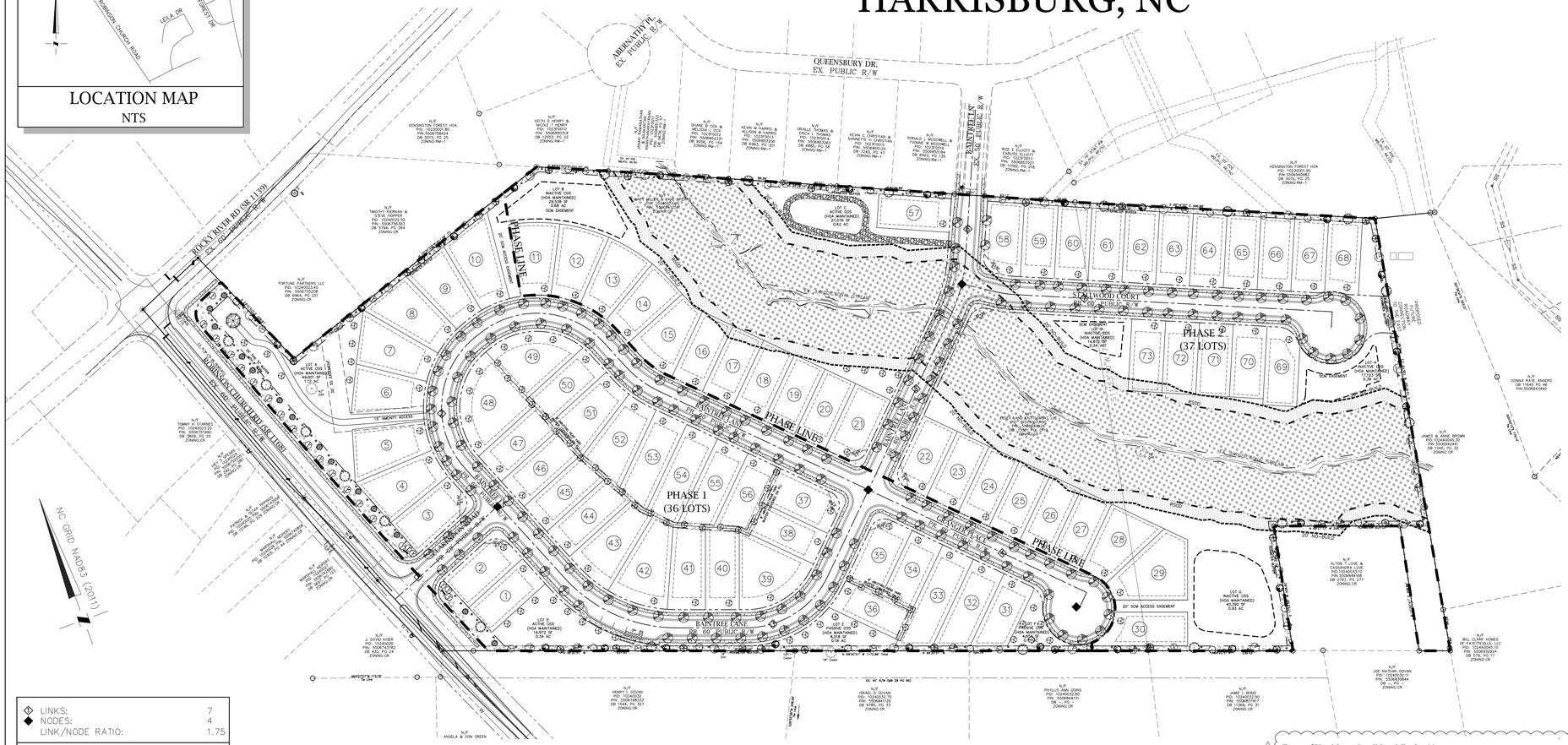
Town Limits

CALLOWAY SUBDIVISION
ROBINSON CHURCH ROAD
HARRISBURG, NC

LOCATION MAP
NTS

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

811 Know what's below. Call before you dig.



LINKS:	7
NODES:	4
LINK/NODE RATIO:	1.75

LINKS AND NODES

LOT MATRIX

Lot #	Phase #	Front Yard	Rear Yard	Side Yard
1	1	20	5	7
2	1	20	5	7
3	1	20	5	7
4	1	20	5	7
5	1	20	5	7
6	1	20	5	7
7	1	20	5	7
8	1	20	5	7
9	1	20	5	7
10	1	20	5	7
11	1	20	5	7
12	1	20	5	7
13	1	20	5	7
14	1	20	5	7
15	1	20	5	7
16	1	20	5	7
17	1	20	5	7
18	1	20	5	7
19	1	20	5	7
20	1	20	5	7
21	1	20	5	7
22	2	20	5	7
23	2	20	5	7
24	2	20	5	7
25	2	20	5	7
26	2	20	5	7
27	2	20	5	7
28	2	20	5	7
29	2	24	5	7
30	2	20	5	7
31	2	20	5	7
32	2	20	5	7
33	2	20	5	7
34	2	20	5	7
35	2	20	5	7
36	2	20	5	7

LOT MATRIX

Lot #	Phase #	Front Yard	Rear Yard	Side Yard
37	1	20	5	7
38	1	20	5	7
39	1	20	5	7
40	1	20	5	7
41	1	20	5	7
42	1	20	5	7
43	1	20	5	7
44	1	20	5	7
45	1	20	5	7
46	1	20	5	7
47	1	20	5	7
48	1	20	5	7
49	1	20	5	7
50	1	20	5	7
51	1	20	5	7
52	1	20	5	7
53	1	20	5	7
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57	2	20	5	7
58	2	20	5	7
59	2	20	5	7
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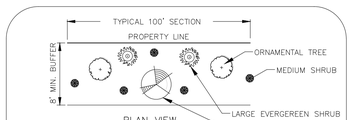
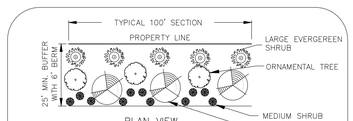
61	2	20	5	7
62	2	20	5	7
63	2	20	5	7
64	2	20	5	7
65	2	20	5	7
66	2	20	5	7
67	2	20	5	7
68	2	20	5	7
69	2	20	5	7
70	2	20	5	7
71	2	20	5	7
72	2	20	5	7
73	2	20	5	7



BUFFER PLANTING SCHEDULE*
1 SHADE TREE/100 LF
2 ORNAMENTAL TREES/100 LF
2 LARGE EVERGREEN SHRUBS/100 LF
5 MEDIUM SHRUBS/100 LF

25% OF TREES TO BE EVERGREEN
* SHOWN BUFFER PLANTING SCHEDULE IS SCHEMATIC IN NATURE AND CHOSEN BUFFER PLANTINGS WILL COMPLY WITH UDO SECTION 7.3-1 AND WILL PROVIDE AT A MINIMUM 40 POINTS PER 100' SECTION.

8' TYPE "A" BUFFER
-NTS-

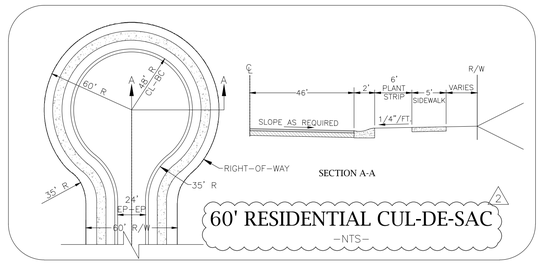


BUFFER PLANTING SCHEDULE*

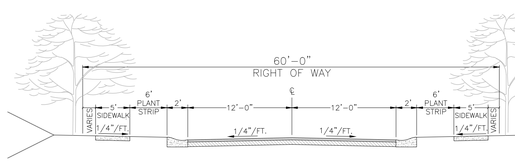
REQUIRED 1 SHADE TREE/50 LF	SHOWN 3/100 LF
REQUIRED 1 ORNAMENTAL TREES/50 LF	SHOWN 3/100 LF
REQUIRED 1 LARGE EVERGREEN SHRUBS/20 LF	SHOWN 5/100 LF
REQUIRED 0 MEDIUM SHRUBS/100 LF	SHOWN 11/100 LF

50% OF TREES TO BE EVERGREEN
* SHOWN BUFFER PLANTING SCHEDULE IS SCHEMATIC IN NATURE AND CHOSEN BUFFER PLANTINGS WILL COMPLY WITH UDO SECTION 7.3-1 AND WILL PROVIDE AT A MINIMUM 90 POINTS PER 100' SECTION.

25' TYPE "D" BUFFER
-NTS-



2 60' RESIDENTIAL CUL-DE-SAC
-NTS-



RESIDENTIAL STREET

2 60' RESIDENTIAL ROAD
-NTS-

4 Town of Harrisburg Conditional Zoning Notes:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to dedicate a fee in lieu of Public Open Space dedication for the 2.4 acres of required Public Open Space, in the amount of $34,390 per acre, for a total of $83,857. All fee in lieu of dedications shall be made to the Town prior to final plat approval.
3. Applicant agrees to restrict cladding materials for all buildings to masonry products; vinyl siding will not be used.
4. Applicant agrees that during the preliminary plat process, if the RSOD buffers are revised to reflect the slope of the land adjacent to the stream bisecting the property, that any lots containing RSOD buffers be revised, removed, or redesigned so that no lots contain any RSOD buffer.
5. Applicant agrees that the area labeled as "Proposed Future Roadway Connection To The East" on the site plan will be dedicated as street ROW during final platting.
6. Applicant agrees to obtain a Driveway Permit from NCDOT subdivision access road providing access to Robinson Church Road. Furthermore, the applicant agrees to revise the site plan to show the future ROW dedication area on both sides of the subdivision access road, and to dimension the future ROW from the current road centerline.
7. Applicant agrees to dedicate a fee-in-lieu of pedestrian access easement rights originally intended in the rezoning condition, in the amount of $40,236.30. All fee-in-lieu dedications shall be made to the Town prior to final plat approval.

DEVELOPMENT NOTES:

1. Per the approved conditional rezoning application the proposed development will be an Age-Restricted 55+ community in compliance with the Federal HOPA Act (The Housing for Older Persons Act).
2. Developer agrees to work with the Town of Harrisburg so that road improvements can be designed, permitted and constructed at the same time pending a formal agreement between both parties. The Town of Harrisburg shall reimburse Stanley Martin for all costs associated with the intersection improvements for Robinson Church Road North of the intersection and for any required improvements along Rocky River Road up to an amount not to exceed $100,000.
3. Based on the extensive amount of off-site improvements required with this project including the installation of gravity sanitary sanitary sewer to the property, removing an existing Town of Harrisburg pump station and installing a new gravity sanitary sewer from the pump station to the existing WSACC interceptor and road improvements along Robinson Church Road the developer shall phase the improvements so that Phase 1 can be platted and sold with only the sanitary sewer improvements being completed and that Phase 2 can not be platted until all roadway improvements within Robinson Church Road and Rocky River Road are completed per the agreement between Stanley Martin Homes and Town of Harrisburg.

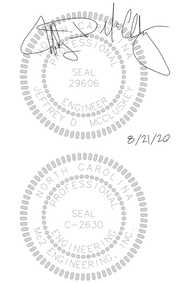
LAND OWNER:	ESSEX HOMES 13310 SOUTH RIDGE DRIVE, STE A CHARLOTTE, NC 28273
PID#:	10240023 & 1024033
PIN:	55068417580000 & 55068495240000
DEED BOOK & PAGE:	515 / 735
TOTAL SITE ACREAGE:	30.21 AC (1,316,130 SF)
-EXIS. AREA WITHIN ROBINSON & ROCKY RIVER R/W:	26,011 SF
-EXIS. NET SITE AREA:	1,290,119 SF
-PROP. DEDICATED AREA WITHIN ROBINSON & ROCKY:	20,864 SF
-PROP. NET SITE AREA:	1,269,255 SF
JURISDICTION:	CABARRUS COUNTY
TOWNSHIP:	TOWN OF HARRISBURG
CURRENT ZONING:	CZ-RC
ALLOWABLE DENSITY:	15.00 DU/AC
PROPOSED DENSITY:	2.51 DU/AC
TOTAL LOTS:	73
DEVELOPMENT TYPE:	TRADITIONAL (SINGLE-FAMILY)
ESTIMATED FINAL PLATTING:	FALL 2020
MIN. REQUIRED LOT WIDTH:	50'
MIN. REQUIRED LOT DEPTH:	100'
MIN. REQUIRED LOT AREA:	5,000 SF
MIN. FRONT YARD SETBACK:	20'
MAX. FRONT YARD SETBACK:	30'
REAR YARD:	5'
SIDE YARD:	7'
MINIMUM ROAD FRONTAGE:	15'
CORNER/SIDE STREET SETBACK:	7'
AREA WITHIN LOTS:	556,612 SF (12.78 AC)
COMMON OPEN SPACE (COS)	
TOTAL REQUIRED COS:	10.0% (2.962 AC)
INACCESSIBLE COS:	0.741 AC (25% OF 2.962)
INACCESSIBLE COS PROVIDED:	0.741 AC (25% MAX ALLOWED)
ACTIVE COS REQUIRED:	1.825 AC (0.025 AC/LOTS)
ACTIVE COS PROVIDED:	1.825 AC
PASSIVE COS PROVIDED:	0.396
PROVIDED PROVIDED COS:	10.0% (2.962 AC)
--ALL COS TO BE MAINTAINED BY THE HOA	
STREET LINEAR FEET:	2,403.43' (BAINTREE LANE) 428.80' ("D" PLACE) 641.86' ("B" COURT) 219.82' (ROAD "C")
ON-SITE DEDICATED R/W AREA:	5.27 AC
STREET CONNECTIVITY:	1.75
EXISTING STREAM ON-SITE:	1,432.96 LF
REFER TO LANDSCAPE PLAN FOR ALL PLANTING REQUIREMENTS AND CALCULATIONS.	
RSOD:	
WEST SIDE OF STREAM:	MAX. DISTANCE = 75'
EAST SIDE OF STREAM:	MAX. DISTANCE = 72'
-LEVEL "2" INTERMITTENT STREAM	
WATERSHED BUFFERS:	N/A
FLOOD NOTE: A PORTION OF THE SUBJECT PROPERTY SHOWN HEREON DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 3710550600K, DATED: NOV. 16, 2018.	
GARAGE AND DRIVEWAY TO ACCOMMODATE 2 CARS.	
PROPOSED BUILT UPON AREA	
PROPOSED ROADWAY:	148,978 SF
-ASPHALT, CURB GUTTER, AND SIDEWALK	

DEVELOPMENT SUMMARY

STREET TREES	
BAINTREE LANE:	
TOTAL STREET FRONTAGE:	4392 LF
REQUIRED STREET TREES:	110 EA
- BASED ON TREES BEING 40' O.C.	
PROPOSED STREET TREES:	110 EA
STALLWOOD COURT:	
TOTAL STREET FRONTAGE:	1396 LF
REQUIRED STREET TREES:	35 EA
- BASED ON TREES BEING 40' O.C.	
PROPOSED STREET TREES:	35 EA
GRANGER PLACE:	
TOTAL STREET FRONTAGE:	953 LF
REQUIRED STREET TREES:	24 EA
- BASED ON TREES BEING 40' O.C.	
PROPOSED STREET TREES:	24 EA
CLARENDON ROAD:	
TOTAL STREET FRONTAGE:	240 LF
REQUIRED STREET TREES:	6 EA
- BASED ON TREES BEING 40' O.C.	
PROPOSED STREET TREES:	6 EA
25' TYPE "D" BUFFER WITH 6' BERM:	
TOTAL BUFFER LENGTH:	676 LF
REQUIRED POINTS (MIN. 90 PER 100' SECTION):	608 PTS
PROVIDED TOTAL POINTS:	613 PTS
REQUIRED 1 SHADE TREE/50 LF:	14 EA
PROVIDED SHADE TREES:	15 EA
REQUIRED 1 ORNAMENTAL TREE/50 LF:	14 EA
PROVIDED ORNAMENTAL TREES:	15 EA
REQUIRED 1 LARGE EVERGREEN SHRUB/20 LF:	34 EA
PROVIDED LARGE EVERGREEN SHRUBS:	75 EA
REQUIRED 0 MEDIUM SHRUBS/100 LF:	0 EA
PROVIDED MEDIUM SHRUBS:	35 EA
8' TYPE "A" PERIMETER BUFFER:	
TOTAL BUFFER LENGTH:	4,250 LF
REQUIRED POINTS (MIN. 90 PER 100' SECTION):	1,701 PTS
PROVIDED TOTAL POINTS:	1,707 PTS
REQUIRED 1 SHADE TREE/100 LF:	43 EA
PROVIDED SHADE TREE:	43 EA
REQUIRED 0 ORNAMENTAL TREES/100 LF:	0 EA
PROVIDED 2 ORNAMENTAL TREES/100 LF:	85 EA
REQUIRED 2 LARGE EVERGREEN SHRUBS/100 LF:	85 EA
PROVIDED LARGE EVERGREEN SHRUBS:	85 EA
REQUIRED 0 MEDIUM SHRUBS/100 LF:	0 EA
PROVIDED 5 MEDIUM SHRUBS/100 LF:	213 EA
TREE SAVE TWO HERITAGE TREES ON-SITE TO REMAIN AS AGREED WITH TOWN OF HARRISBURG 30" OAK, 42" OAK	
HERITAGE TREE MITIGATION PLAN CONSISTS OF REMOVING 11 TREES FOR A TOTAL OF 413". 30" OAK, 30" OAK, 30" OAK, 36" OAK, 36" OAK, 36" OAK 36" OAK, 40" OAK, 40" OAK, 45" OAK, 54" OAK	
MITIGATION INCLUDES INSTALLING A TOTAL OF 138 RED MAPLES WITH A MINIMUM CALIPER OF 3". -28 TREES INSTALLED WITHIN ABUTTING REAR YARD BUFFER -31 TREES INSTALLED IN COMMON OPEN SPACE -79 TREES INSTALLED IN FRONT YARDS OF LOTS	

4 LANDSCAPE SUMMARY

Mc² ENGINEERING
Mc² ENGINEERING, INC.
2110 BEN CRAIG DR., STE. 400
CHARLOTTE, NC 28262
PHONE 704.510.9797



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CALLOWAY
ROBINSON CHURCH ROAD AND ROCKY RIVER ROAD
HARRISBURG, NC

STANLEY MARTIN HOMES
13310 SOUTH RIDGE DR., SUITE A
CHARLOTTE, NC 28273

1 OVERALL SITE PLAN

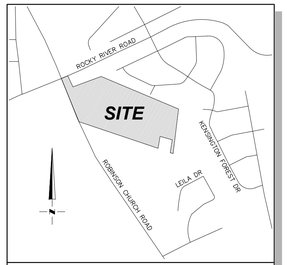
REVISIONS

1	8/21/19	HARRISBURG COMMENTS
2	9/24/19	HARRISBURG COMMENTS
3	4/6/20	HARRISBURG COMMENTS
4	8/7/20	HARRISBURG COMMENTS

PRELIMINARY PLAT

CAD FILE:	17-017 BASE.DWG
PROJECT NO.:	17-017
DESIGNED BY:	JDM
REVIEWED BY:	JDM
DATE:	JULY 26, 2019

CALLOWAY SUBDIVISION
ROBINSON CHURCH ROAD
HARRISBURG, NC



LOCATION MAP
NTS

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

811 Know what's below. Call before you dig.

LINKS:	7
NODES:	4
LINK/NODE RATIO:	1.75

LINKS AND NODES

LAND OWNER:	ESSEX HOMES 13310 SOUTH RIDGE DRIVE, STE A CHARLOTTE, NC 28273	
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PIN:	55068417580000 & 55068495240000	
DEED BOOK & PAGE:	515 / 735	
TOTAL SITE ACREAGE:	30.21 AC (1,316,130 SF)	
–EXIS. AREA WITHIN ROBINSON & ROCKY RIVER R/W:		26,011 SF
–EXIS. NET SITE AREA:		1,290,119 SF
–PROP. DEDICATED AREA WITHIN ROBINSON & ROCKY:		20,864 SF
–PROP. NET SITE AREA:		1,269,255 SF
JURISDICTION:	CABARRUS COUNTY	
TOWNSHIP:	TOWN OF HARRISBURG	
CURRENT ZONING:	CZ–RC	
ALLOWABLE DENSITY:	15.00 DU/AC	
PROPOSED DENSITY:	2.51 DU/AC	
TOTAL LOTS:	73	
DEVELOPMENT TYPE:	TRADITIONAL (SINGLE–FAMILY)	
ESTIMATED FINAL PLATTING:	FALL 2020	
MIN. REQUIRED LOT WIDTH:	50'	
MIN. REQUIRED LOT DEPTH:	100'	
MIN. REQUIRED LOT AREA:	5,000 SF	
MIN. FRONT YARD SETBACK:	20'	
MAX. FRONT YARD SETBACK:	30'	
REAR YARD:	5'	
SIDE YARD:	7'	
MINIMUM ROAD FRONTAGE:	15'	
CORNER/SIDE STREET SETBACK:	7'	
AREA WITHIN LOTS:	556,612 SF (12.78 AC)	
COMMON OPEN SPACE (COS)		
TOTAL REQUIRED COS:	10.0% (2.962 AC)	
INACCESSIBLE COS:	0.741 AC (25% OF 2.962)	
INACCESSIBLE COS PROVIDED:	0.741 AC (25% MAX ALLOWED)	
ACTIVE COS REQUIRED:	1.825 AC (0.025 AC/LOTS)	
ACTIVE COS PROVIDED:	1.825 AC	
PASSIVE COS PROVIDED:	0.396	
PROVIDED PROVIDED COS:	10.0% (2.962 AC)	
–ALL COS TO BE MAINTAINED BY THE HOA		
STREET LINEAR FEET:	2,403.43' (BAINTREE LANE)	
	428.80' ("D" PLACE)	
	641.86' ("B" COURT)	
	219.82' (ROAD "C")	
ON–SITE DEDICATED R/W AREA:	5.27 AC	
STREET CONNECTIVITY:	1.75	
EXISTING STREAM ON–SITE:	1,432.96 LF	
REFER TO LANDSCAPE PLAN FOR ALL PLANTING REQUIREMENTS AND CALCULATIONS.		
RSOD:		
WEST SIDE OF STREAM:	MAX. DISTANCE = 75'	
EAST SIDE OF STREAM:	MAX. DISTANCE = 72'	
–LEVEL "2" INTERMITTENT STREAM		
WATERSHED BUFFERS:	N/A	

FLOOD NOTE:
A PORTION OF THE SUBJECT PROPERTY SHOWN HEREON DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 3710550600K, DATED: NOV. 16, 2018.

GARAGE AND DRIVEWAY TO ACCOMMODATE 2 CARS.

PROPOSED BUILT UPON AREA
PROPOSED ROADWAY: 148,978 SF
–ASPHALT, CURB GUTTER, AND SIDEWALK

DEVELOPMENT SUMMARY

STREET TREES		
BAINTREE LANE:		
TOTAL STREET FRONTAGE:		4392 LF
REQUIRED STREET TREES:		110 EA
– BASED ON TREES BEING 40' O.C.		
PROPOSED STREET TREES:		110 EA
STALLWOOD COURT:		
TOTAL STREET FRONTAGE:		1396 LF
REQUIRED STREET TREES:		35 EA
– BASED ON TREES BEING 40' O.C.		
PROPOSED STREET TREES:		35 EA
GRANGER PLACE:		
TOTAL STREET FRONTAGE:		953 LF
REQUIRED STREET TREES:		24 EA
– BASED ON TREES BEING 40' O.C.		
PROPOSED STREET TREES:		24 EA
CLARENDON ROAD:		
TOTAL STREET FRONTAGE:		240 LF
REQUIRED STREET TREES:		6 EA
– BASED ON TREES BEING 40' O.C.		
PROPOSED STREET TREES:		6 EA
25' TYPE "D" BUFFER WITH 6' BERM:		
TOTAL BUFFER LENGTH:		676 LF
REQUIRED POINTS (MIN. 90 PER 100' SECTION):		608 PTS
PROVIDED TOTAL POINTS:		613 PTS
REQUIRED 1 SHADE TREE/50 LF:		14 EA
PROVIDED SHADE TREES:		15 EA
REQUIRED 1 ORNAMENTAL TREE/50 LF:		14 EA
PROVIDED ORNAMENTAL TREES:		15 EA
REQUIRED 1 LARGE EVERGREEN SHRUB/20 LF:		34 EA
PROVIDED LARGE EVERGREEN SHRUBS:		75 EA
REQUIRED 0 MEDIUM SHRUBS/100 LF:		0 EA
PROVIDED MEDIUM SHRUBS:		35 EA
8' TYPE "A" PERIMETER BUFFER:		
TOTAL BUFFER LENGTH:		4,250 LF
REQUIRED POINTS (MIN. 90 PER 100' SECTION):		1,701 PTS
PROVIDED TOTAL POINTS:		1,707 PTS
REQUIRED 1 SHADE TREE/100 LF:		43 EA
PROVIDED SHADE TREE:		43 EA
REQUIRED 0 ORNAMENTAL TREES/100 LF:		0 EA
PROVIDED 2 ORNAMENTAL TREES/100 LF:		85 EA
REQUIRED 2 LARGE EVERGREEN SHRUBS/100 LF:		85 EA
PROVIDED LARGE EVERGREEN SHRUBS:		85 EA
REQUIRED 0 MEDIUM SHRUBS/100 LF:		0 EA
PROVIDED 5 MEDIUM SHRUBS/100 LF:		213 EA

TREE SAVE
TWO HERITAGE TREES ON–SITE TO REMAIN AS AGREED WITH TOWN OF HARRISBURG
30" OAK, 42" OAK

HERITAGE TREE MITIGATION PLAN CONSISTS OF REMOVING 11 TREES FOR A TOTAL OF 413".
30" OAK, 30" OAK, 30" OAK, 36" OAK, 36" OAK, 36" OAK
36" OAK, 40" OAK, 40" OAK, 45" OAK, 54" OAK

MITIGATION INCLUDES INSTALLING A TOTAL OF 138 RED MAPLES WITH A MINIMUM CALIPER OF 3".
–28 TREES INSTALLED WITHIN ABUTTING REAR YARD BUFFER
–31 TREES INSTALLED IN COMMON OPEN SPACE
–79 TREES INSTALLED IN FRONT YARDS OF LOTS

4 LANDSCAPE SUMMARY

LOT MATRIX				
Lot #	Phase #	Front Yard	Rear Yard	Side Yard
1	1	20	5	7
2	1	20	5	7
3	1	20	5	7
4	1	20	5	7
5	1	20	5	7
6	1	20	5	7
7	1	20	5	7
8	1	20	5	7
9	1	20	5	7
10	1	20	5	7
11	1	20	5	7
12	1	20	5	7
13	1	20	5	7
14	1	20	5	7
15	1	20	5	7
16	1	20	5	7
17	1	20	5	7
18	1	20	5	7
19	1	20	5	7
20	1	20	5	7
21	1	20	5	7
22	2	20	5	7
23	2	20	5	7
24	2	20	5	7
25	2	20	5	7
26	2	20	5	7
27	2	20	5	7
28	2	20	5	7
29	2	24	5	7
30	2	20	5	7
31	2	20	5	7
32	2	20	5	7
33	2	20	5	7
34	2	20	5	7
35	2	20	5	7
36	2	20	5	7

LOT MATRIX				
Lot #	Phase #	Front Yard	Rear Yard	Side Yard
37	1	20	5	7
38	1	20	5	7
39	1	20	5	7
40	1	20	5	7
41	1	20	5	7
42	1	20	5	7
43	1	20	5	7
44	1	20	5	7
45	1	20	5	7
46	1	20	5	7
47	1	20	5	7
48	1	20	5	7
49	1	20	5	7
50	1	20	5	7
51	1	20	5	7
52	1	20	5	7
53	1	20	5	7
54	1	20	5	7
55	1	20	5	7
56	1	20	5	7
57	2	20	5	7
58	2	20	5	7
59	2	20	5	7
60	2	20	5	7
61	2	20	5	7
62	2	20	5	7
63	2	20	5	7
64	2	20	5	7
65	2	20	5	7
66	2	20	5	7
67	2	20	5	7
68	2	20	5	7
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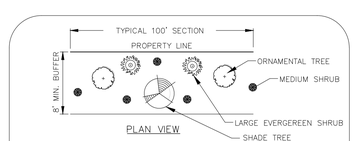
70	2	20	5	7
71	2	20	5	7
72	2	20	5	7
73	2	20	5	7

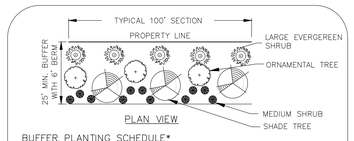


PLAN VIEW

BUFFER PLANTING SCHEDULE*
1 SHADE TREE/100 LF
2 ORNAMENTAL TREES/100 LF
2 LARGE EVERGREEN SHRUBS/100 LF
5 MEDIUM SHRUBS/100 LF

25% OF TREES TO BE EVERGREEN
* SHOWN BUFFER PLANTING SCHEDULE IS SCHEMATIC IN NATURE AND CHOSEN BUFFER PLANTINGS WILL COMPLY WITH UDO SECTION 7.3–1 AND WILL PROVIDE AT A MINIMUM 40 POINTS PER 100' SECTION.

8' TYPE "A" BUFFER
–NTS–



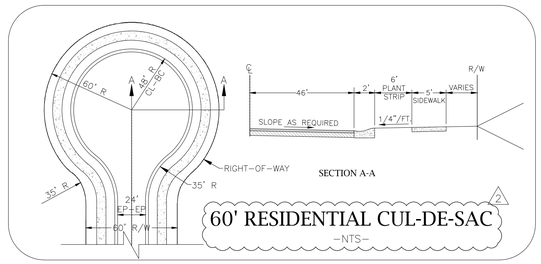
PLAN VIEW

BUFFER PLANTING SCHEDULE*

REQUIRED 1 SHADE TREE/50 LF	SHOWN 3/100 LF
REQUIRED 1 ORNAMENTAL TREES/50 LF	SHOWN 3/100 LF
REQUIRED 1 LARGE EVERGREEN SHRUBS/20 LF	SHOWN 5/100 LF
REQUIRED 0 MEDIUM SHRUBS/100 LF	SHOWN 11/100 LF

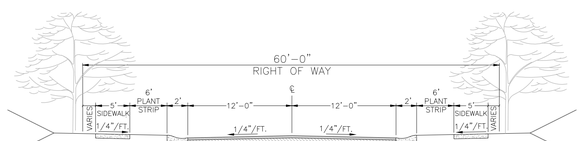
50% OF TREES TO BE EVERGREEN
* SHOWN BUFFER PLANTING SCHEDULE IS SCHEMATIC IN NATURE AND CHOSEN BUFFER PLANTINGS WILL COMPLY WITH UDO SECTION 7.3–1 AND WILL PROVIDE AT A MINIMUM 90 POINTS PER 100' SECTION.

25' TYPE "D" BUFFER
–NTS–



SECTION A–A

2 60' RESIDENTIAL CUL–DE–SAC
–NTS–



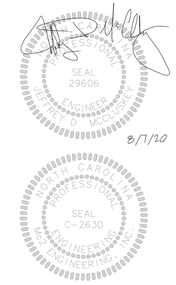
RESIDENTIAL STREET

2 60' RESIDENTIAL ROAD
–NTS–

4 Town of Harrisburg Conditional Zoning Notes:
1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to dedicate a fee in lieu of Public Open Space dedication for the 2.4 acres of required Public Open Space, in the amount of $34,390 per acre, for a total of $83,857. All fee in lieu of dedications shall be made to the Town prior to final plat approval.
3. Applicant agrees to restrict cladding materials for all buildings to masonry products; vinyl siding will not be used.
4. Applicant agrees that during the preliminary plat process, if the RSOD buffers are revised to reflect the slope of the land adjacent to the stream bisecting the property, that any lots containing RSOD buffers be revised, removed, or redesigned so that no lots contain any RSOD buffer.
5. Applicant agrees that the area labeled as "Proposed Future Roadway Connecion To The East" on the site plan will be dedicated as street ROW during final platting.
6. Applicant agrees to obtain a Driveway Permit from NCDOT subdivision access road providing access to Robinson Church Road. Furthermore, the applicant agrees to revise the site plan to show the future ROW dedication area on both sides of the subdivision access road, and to dimension the future ROW from the current road centerline.
7. Applicant agrees to dedicate a fee-in-lieu of pedestrian access easement rights originally intended in the rezoning condition, in the amount of $40,236.30. All fee-in-lieu dedications shall be made to the Town prior to final plat approval.

DEVELOPMENT NOTES:
1. Per the approved conditional rezoning application the proposed development will be an Age-Restricted 55+ community in compliance with the Federal HOPA Act (The Housing for Older Persons Act).
2. Developer agrees to work with the Town of Harrisburg so that road improvements can be designed, permitted and constructed at the same time pending a formal agreement between both parties. The Town of Harrisburg shall reimburse Stanley Martin for all costs associated with the intersection improvements for Robinson Church Road North of the intersection and for any required improvements along Rocky River Road up to an amount not to exceed $100,000.
3. Based on the extensive amount of off-site improvements required with this project including the installation of gravity sanitary sanitary sewer to the property, removing an existing Town of Harrisburg pump station and installing a new gravity sanitary sewer from the pump station to the existing WSACC interceptor and road improvements along Robinson Church Road the developer shall phase the improvements so that Phase 1 can be platted and sold with only the sanitary sewer improvements being completed and that Phase 2 can not be platted until all roadway improvements within Robinson Church Road and Rocky River Road are completed per the agreement between Stanley Martin Homes and Town of Harrisburg.

Mc² ENGINEERING
Mc² ENGINEERING, INC.
2110 BEN CRAIG DR., STE. 400
CHARLOTTE, NC 28262
PHONE 704.510.9797



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CALLOWAY
ROBINSON CHURCH ROAD AND ROCKY RIVER ROAD
HARRISBURG, NC

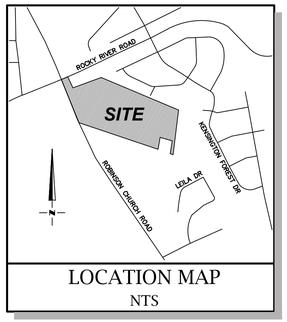
STANLEY MARTIN HOMES
13310 SOUTH RIDGE DRIVE, SUITE A
CHARLOTTE, NC 28273

1 OVERALL SITE PLAN

REVISIONS		
1	8/21/19	HARRISBURG COMMENTS
2	9/24/19	HARRISBURG COMMENTS
3	4/6/20	HARRISBURG COMMENTS
4	8/7/20	HARRISBURG COMMENTS

PRELIMINARY PLAT

CAD FILE:	17–017 BASE.DWG
PROJECT NO.:	17–017
DESIGNED BY:	JDM
REVIEWED BY:	JDM
DATE:	JULY 26, 2019



LOCATION MAP
NTS

LAND OWNER(S):	MARY MILLER & JANE SPEARS 5920 PECAN VALLEY CT HARRISBURG, NC 28075 (1) ESSEX HOMES 13310 SOUTH RIDGE DRIVE, STE A CHARLOTTE, NC 28273
PID#:	10240023 & 1024033
PIN:	55068417580000 & 55068495240000
DEED BOOK & PAGE:	515 / 735
TOTAL SITE ACREAGE:	30.21 AC (1,316,130 SF)
–EXIS. AREA WITHIN ROBINSON & ROCKY RIVER R/W:	26,011 SF
–EXIS. NET SITE AREA:	1,290,119 SF
–PROP. DEDICATED AREA WITHIN ROBINSON & ROCKY:	20,864 SF
–PROP. NET SITE AREA:	1,269,255 SF
JURISDICTION:	CABARRUS COUNTY
TOWNSHIP:	TOWN OF HARRISBURG
CURRENT ZONING:	CZ–RC
ALLOWABLE DENSITY:	15.00 DU/AC
PROPOSED DENSITY:	2.51 DU/AC
TOTAL LOTS:	73
DEVELOPMENT TYPE:	TRADITIONAL (SINGLE–FAMILY)
ESTIMATED FINAL PLATTING:	FALL 2020
MIN. REQUIRED LOT WIDTH:	50'
MIN. REQUIRED LOT DEPTH:	100'
MIN. REQUIRED LOT AREA:	5,000 SF
MIN. FRONT YARD SETBACK:	20'
MAX. FRONT YARD SETBACK:	30'
REAR YARD:	5'
SIDE YARD:	7'
MINIMUM ROAD FRONTAGE:	15'
CORNER/SIDE STREET SETBACK:	7'
AREA WITHIN LOTS:	556,612 SF (12.78 AC)
COMMON OPEN SPACE (COS)	
TOTAL REQUIRED COS:	10.0% (2.962 AC)
INACCESSIBLE COS:	0.741 AC (25% OF 2.962)
INACCESSIBLE COS PROVIDED:	0.741 AC (25% MAX ALLOWED)
ACTIVE COS REQUIRED:	1.825 AC (0.025 AC/LOTS)
ACTIVE COS PROVIDED:	1.825 AC
PASSIVE COS PROVIDED:	0.396
PROVIDED PROVIDED COS:	10.0% (2.962 AC)
–ALL COS TO BE MAINTAINED BY THE HOA	
STREET LINEAR FEET:	2,403.43' (BAINTREE LANE) 428.80' (GRANGER PLACE) 641.86' (STALLWOOD COURT) 219.82' (CLARENDON ROAD)
ON–SITE DEDICATED R/W AREA:	5.27 AC
STREET CONNECTIVITY:	1.75
EXISTING STREAM ON–SITE:	1,432.96 LF
REFER TO LANDSCAPE PLAN FOR ALL PLANTING REQUIREMENTS AND CALCULATIONS.	
RSOD:	
WEST SIDE OF STREAM:	MAX. DISTANCE = 75'
EAST SIDE OF STREAM:	MAX. DISTANCE = 72'
–LEVEL "2" INTERMITTENT STREAM	
WATERSHED BUFFERS:	N/A

FLOOD NOTE:
A PORTION OF THE SUBJECT PROPERTY SHOWN HEREON DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE MAP. COMMUNITY PANEL 3710550600K, DATED: NOV. 16, 2018.

GARAGE AND DRIVEWAY TO ACCOMMODATE 2 CARS.

PROPOSED BUILT UPON AREA
PROPOSED ROADWAY: 148,978 SF
–ASPHALT, CURB GUTTER, AND SIDEWALK

DEVELOPMENT SUMMARY

LOT MATRIX				
Lot #	Phase #	Front Yard	Rear Yard	Side Yard
1	1	20	5	7
2	1	20	5	7
3	1	20	5	7
4	1	20	5	7
5	1	20	5	7
6	1	20	5	7
7	1	20	5	7
8	1	20	5	7
9	1	20	5	7
10	1	20	5	7
11	1	20	5	7
12	1	20	5	7
13	1	20	5	7
14	1	20	5	7
15	1	20	5	7
16	1	20	5	7
17	1	20	5	7
18	1	20	5	7
19	1	20	5	7
20	1	20	5	7
21	1	20	5	7
22	1	20	5	7
23	2	20	5	7
24	2	20	5	7
25	2	20	5	7
26	2	20	5	7
27	2	20	5	7
28	2	20	5	7
29	2	24	5	7
30	2	20	5	7
31	2	20	5	7
32	2	20	5	7
33	2	20	5	7
34	2	20	5	7
35	2	20	5	7
36	2	20	5	7

LOT MATRIX				
Lot #	Phase #	Front Yard	Rear Yard	Side Yard
37	1	20	5	7
38	1	20	5	7
39	1	20	5	7
40	1	20	5	7
41	1	20	5	7
42	1	20	5	7
43	1	20	5	7
44	1	20	5	7
45	1	20	5	7
46	1	20	5	7
47	1	20	5	7
48	1	20	5	7
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52	1	20	5	7
53	1	20	5	7
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55	1	20	5	7
56	1	20	5	7
57	2	20	5	7
58	2	20	5	7
59	2	20	5	7
60	2	20	5	7
61	2	20	5	7
62	2	20	5	7
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66	2	20	5	7
67	2	20	5	7
68	2	20	5	7
69	2	20	5	7
70	2	20	5	7
71	2	20	5	7
72	2	20	5	7
73	2	20	5	7

ROADWAY IMPROVEMENTS NOTES:
ROADWAY IMPROVEMENTS AS REQUESTED BY NCDOT PER THE APPROVED REZONING PLANS ARE PROVIDED HERE ON THE PRELIMINARY PLAT PLANS. IT IS UNDERSTOOD THAT FURTHER DISCUSSIONS ARE TO OCCUR BETWEEN THE TOWN, DEVELOPER, AND NCDOT TO PROPOSE ROADWAY IMPROVEMENTS THAT WILL EXTEND BEYOND THE INTERSECTION OF ROBINSON CHURCH AND ROCKY RIVER HOWEVER THOSE COMMENTS ARE TO OCCUR DURING THE CONSTRUCTION DOCUMENTS PHASE OF THIS PROJECT.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

Mc² ENGINEERING
Mc² ENGINEERING, INC.
2110 BEN CRAIG DR., STE. 400
CHARLOTTE, NC 28262
PHONE 704.510.9797

SEAL 29606 — ENGINEER — JEFFREY D. MCKINNEY — 8/1/20

SEAL C–2630 — SURVEYOR — N.C.

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CALLOWAY
ROBINSON CHURCH ROAD AND ROCKY RIVER ROAD
HARRISBURG, NC

STANLEY MARTIN HOMES
13310 SOUTH RIDGE DRIVE, SUITE A
CHARLOTTE, NC 28273

SITE PLAN - WEST

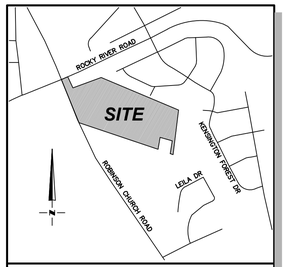
REVISIONS		
1	8/21/19	HARRISBURG COMMENTS
2	9/24/19	HARRISBURG COMMENTS
3	4/6/20	HARRISBURG COMMENTS
4	8/7/20	HARRISBURG COMMENTS

PRELIMINARY PLAT

CAD FILE:	17–017 BASE.DWG
PROJECT NO.:	17–017
DESIGNED BY:	JDM
REVIEWED BY:	JDM
DATE:	JULY 26, 2019

C2.0

811 Know what's below. Call before you dig.



LOCATION MAP
NTS

LAND OWNER:	ESSEX HOMES 13310 SOUTH RIDGE DRIVE, STE A CHARLOTTE, NC 28273
PID#:	10240023 & 1024033
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–EXIS. NET SITE AREA:	1,290,119 SF
–PROP. DEDICATED AREA WITHIN ROBINSON & ROCKY:	20,864 SF
–PROP. NET SITE AREA:	1,269,255 SF
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TOWNSHIP:	TOWN OF HARRISBURG
CURRENT ZONING:	CZ–RC
ALLOWABLE DENSITY:	15.00 DU/AC
PROPOSED DENSITY:	2.51 DU/AC
TOTAL LOTS:	73
DEVELOPMENT TYPE:	TRADITIONAL (SINGLE–FAMILY)
ESTIMATED FINAL PLATTING:	FALL 2020
MIN. REQUIRED LOT WIDTH:	50'
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MIN. REQUIRED LOT AREA:	5,000 SF
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REAR YARD:	5'
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PROPOSED BUILT UPON AREA
PROPOSED ROADWAY: 148,978 SF
–ASPHALT, CURB GUTTER, AND SIDEWALK

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7	1	20	5	7
8	1	20	5	7
9	1	20	5	7
10	1	20	5	7
11	1	20	5	7
12	1	20	5	7
13	1	20	5	7
14	1	20	5	7
15	1	20	5	7
16	1	20	5	7
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19	1	20	5	7
20	1	20	5	7
21	1	20	5	7
22	2	20	5	7
23	2	20	5	7
24	2	20	5	7
25	2	20	5	7
26	2	20	5	7
27	2	20	5	7
28	2	20	5	7
29	2	24	5	7
30	2	20	5	7
31	2	20	5	7
32	2	20	5	7
33	2	20	5	7
34	2	20	5	7
35	2	20	5	7
36	2	20	5	7

LOT MATRIX

Lot #	Phase #	Front Yard	Rear Yard	Side Yard
37	1	20	5	7
38	1	20	5	7
39	1	20	5	7
40	1	20	5	7
41	1	20	5	7
42	1	20	5	7
43	1	20	5	7
44	1	20	5	7
45	1	20	5	7
46	1	20	5	7
47	1	20	5	7
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66	2	20	5	7
67	2	20	5	7
68	2	20	5	7
69	2	20	5	7
70	2	20	5	7
71	2	20	5	7
72	2	20	5	7
73	2	20	5	7

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GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

NO GRID NAD83 (2011)

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CHARLOTTE, NC 28262
PHONE 704.510.9797

SEAL 29606 ENGINEER Jeffrey D. McKinney NORTH CAROLINA PROFESSIONAL
8/1/20

SEAL C-2630 NORTH CAROLINA PROFESSIONAL ENGINEERING FIRM Mc² ENGINEERING, INC.

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CALLOWAY

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HARRISBURG, NC

STANLEY MARTIN HOMES
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CHARLOTTE, NC 28273

SITE PLAN - EAST

REVISIONS		
1	8/21/19	HARRISBURG COMMENTS
2	9/24/19	HARRISBURG COMMENTS
3	4/6/20	HARRISBURG COMMENTS
4	8/7/20	HARRISBURG COMMENTS

PRELIMINARY PLAT

CAD FILE: 17–017 BASE.DWG
PROJECT NO.: 17–017
DESIGNED BY: JDM
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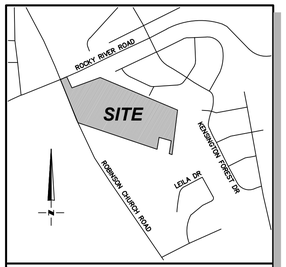
DATE: JULY 26, 2019

C2.1



LOCATION MAP
NTS

SYMBOL	QTY	COMMON NAME	SCIENTIFIC NAME	CALIPER	MIN. HEIGHT
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NOTE:
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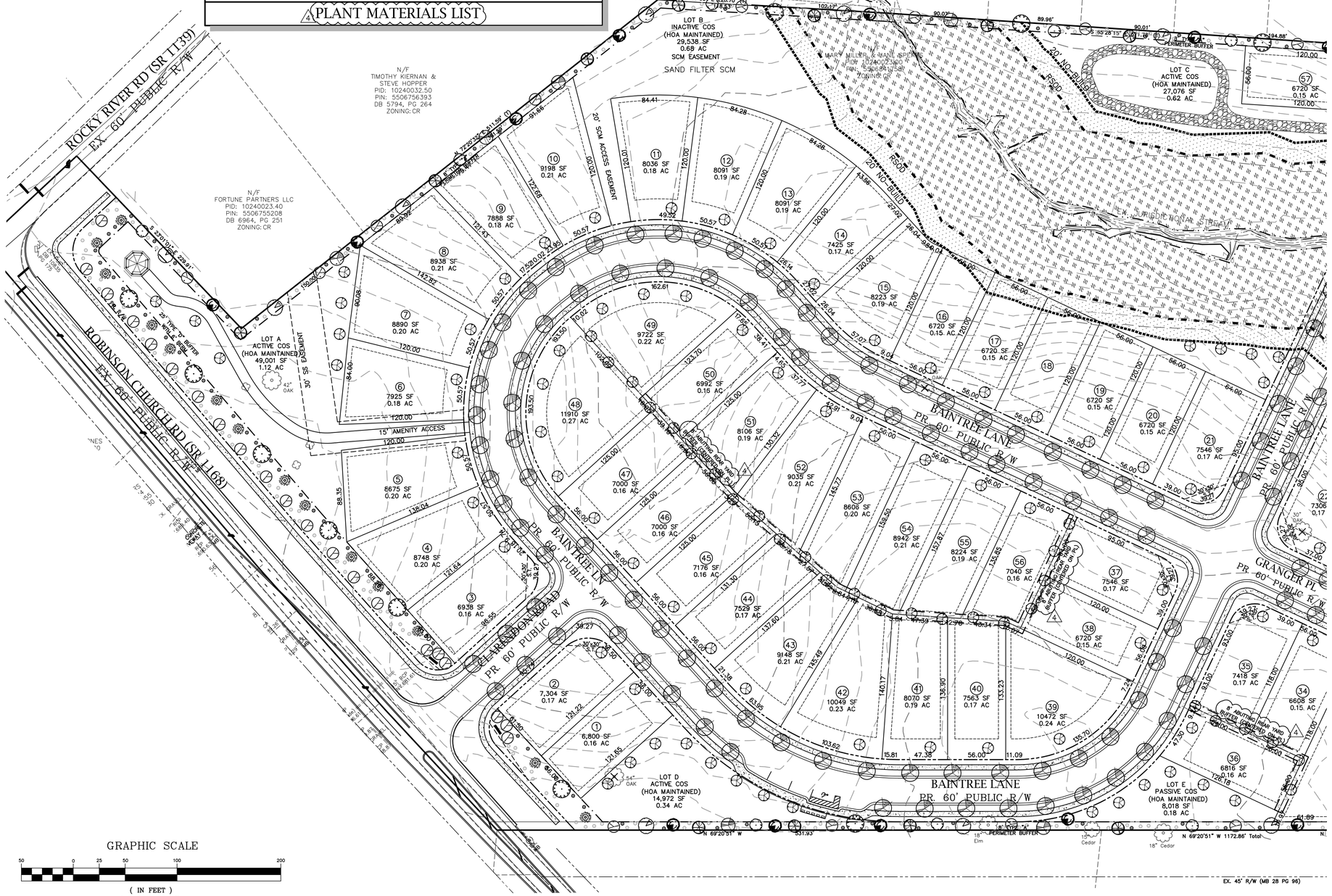
4 PLANT MATERIALS LIST



GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
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STREET TREES

BAINTREE LANE:
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TWO HERITAGE TREES ON–SITE TO REMAIN AS AGREED WITH TOWN OF HARRISBURG
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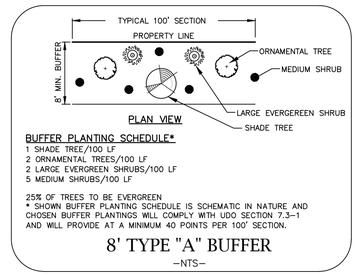

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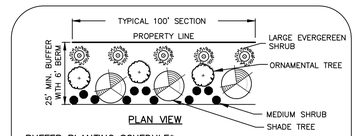

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LANDSCAPING PLAN - WEST

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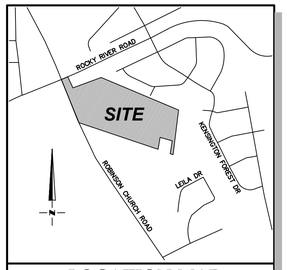
C5.0



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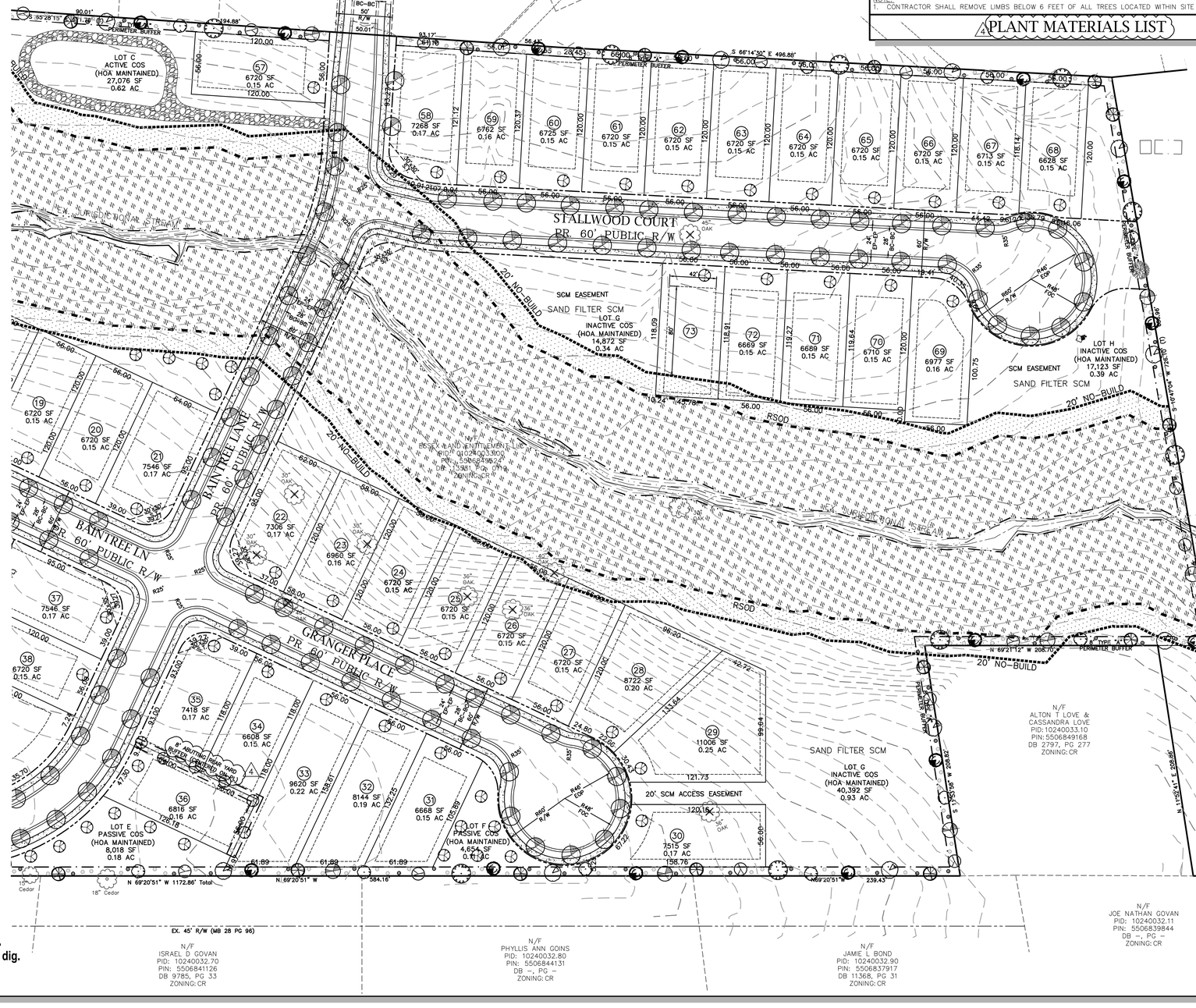

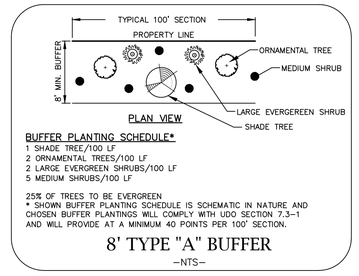

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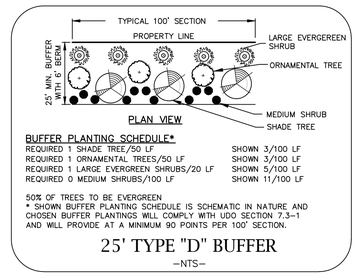

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8/1/20
NORTH CAROLINA PROFESSIONAL ENGINEERING CORPORATION SEAL C–2630 Mc² ENGINEERING INC.

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STANLEY MARTIN HOMES
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CHARLOTTE, NC 28273

LANDSCAPING PLAN - EAST

REVISIONS

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PRELIMINARY PLAT

CAD FILE: 17–017 BASE.DWG
PROJECT NO.: 17–017
DESIGNED BY: JDM
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C5.1

LOCATION MAP
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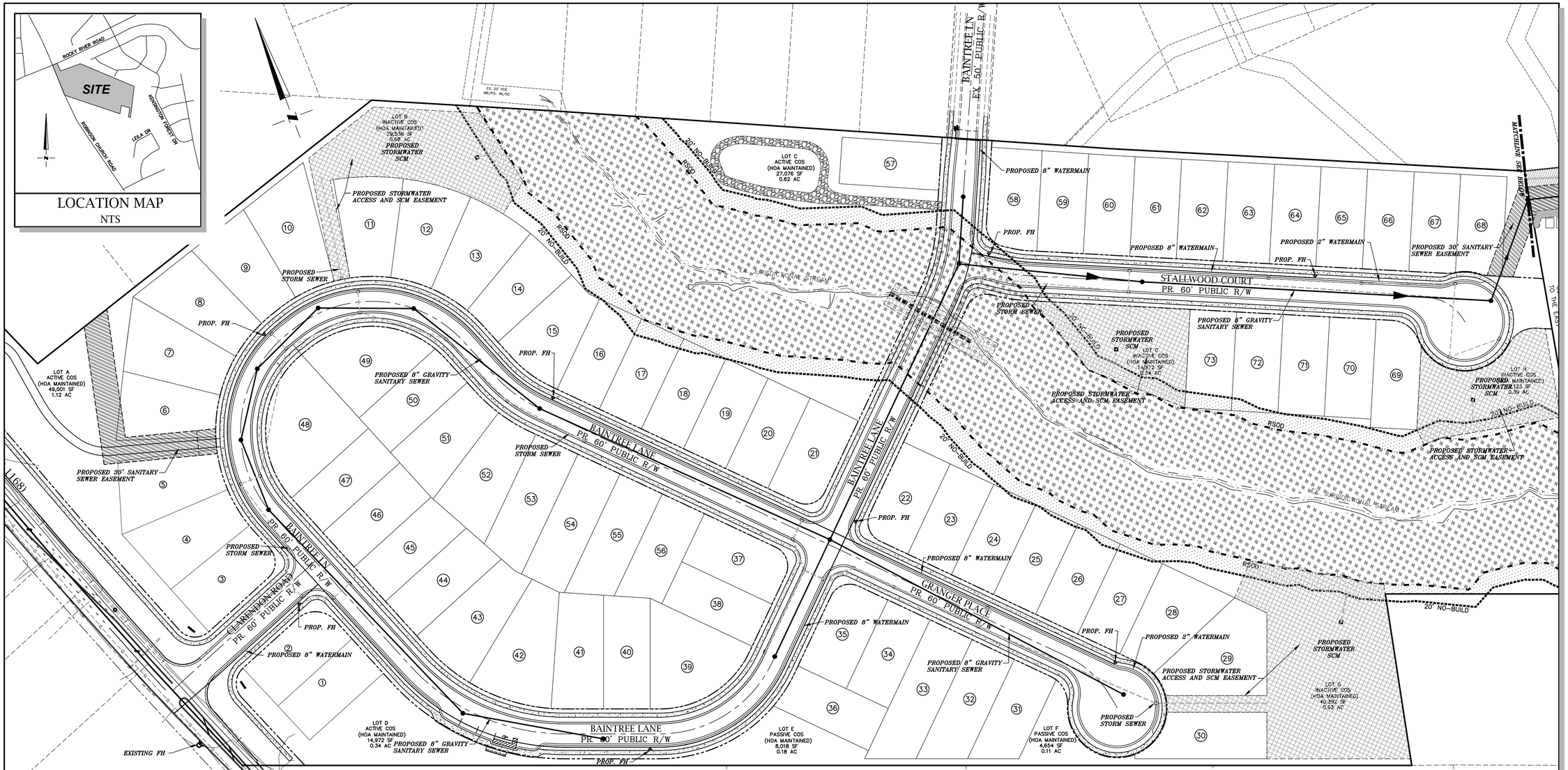

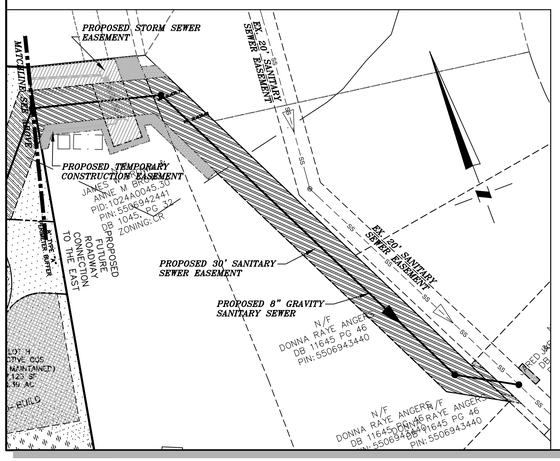

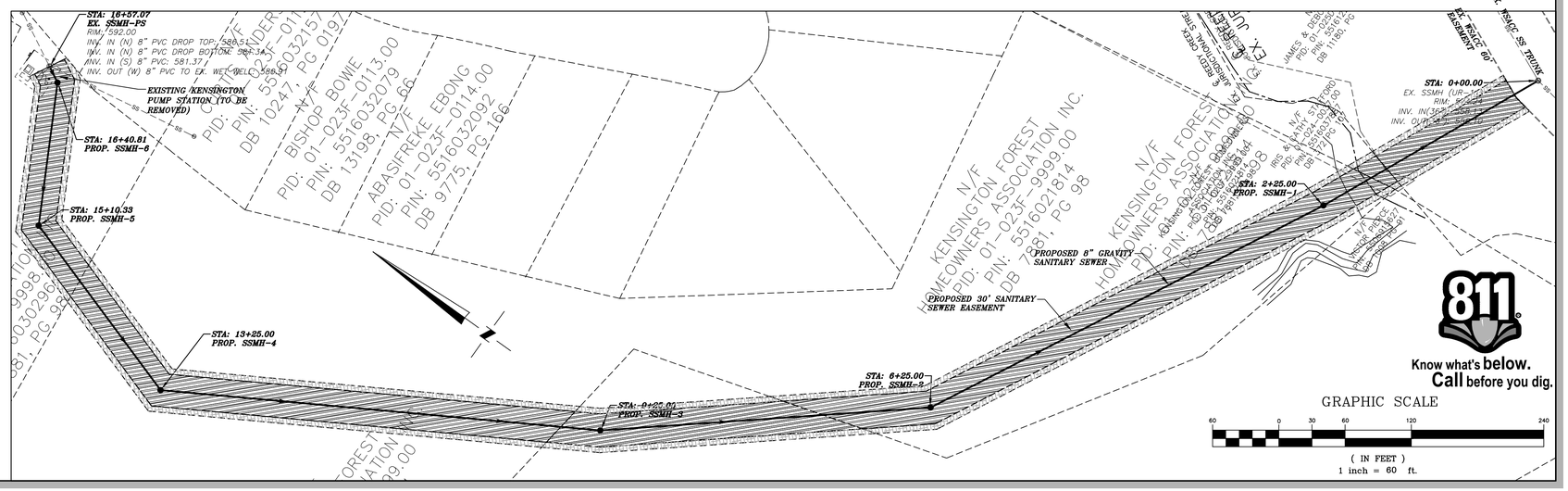

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60 0 30 60 120 240
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UTILITY COVER SHEET

REVISIONS		
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CAD FILE: 17-017 BASE.DWG
PROJECT NO.: 17-017
DESIGNED BY: JDM
REVIEWED BY: JDM
DATE: JULY 26, 2019

C7.0

Essex Homes
The key to better living.

VIA E-MAIL

January 8, 2020

Sushil Nepal, AICP
Planning Director
4100 Main Street
Suite 102
Harrisburg, NC 28075

RE: Calloway Sewer and Greenway Easement

Mr. Nepal,

Please allow this letter to serve as notice of Essex's intent to satisfy Item 7 of the conditions of approval for the proposed Calloway subdivision as approved on February 13, 2018 under rezoning request H2017-11-(R). The aforementioned condition states that the easements obtained for the sewer line connection to Reedy Creek will include pedestrian access rights to accommodate a future pedestrian access to Reedy Creek Greenway. As of the date of the conditional approval, Essex and its assigns had not yet confirmed the exact location of the sewer easement. Due to topography and existing conditions, the sewer line and associated easement must run in close proximity to the homes of the property owners being sought after for easements. Said property owners have very clearly and firmly stated they will not grant any such easement for a greenway due to the proximity to their home. Thus, we would like to propose that in lieu of pedestrian access being included within the sewer line easement, Essex make a monetary dedication to the Town of Harrisburg Parks and Recreation Department. Such contribution or fee would be calculated using the same formula as the fee in lieu of Public Open Space dedication as outlined in Item 2 of the conditions of approval.

1,707' length x 30' width = 51,210sf (1.17AC)

1.17 x $34,390.00 = **$40,236.30**

It is our hope that this request to dedicate a fee in lieu of Item 7 in the amount of $40,236.30 will be accepted as satisfactory to the Town Planning Department and Parks and Recreation Advisory Board.

Sincerely,

Jeremy Smith, Land Manager
Essex Land Entitlement, LLC

CALLOWAY

STANLEY MARTIN

Your Life is Our Blueprint™

Harrisburg NC
The right side of opportunity

February 13, 2018

Robert Bennett
Essex Land Entitlement, LLC
13000 S. Tryon St. Ste F-205
Charlotte, NC 28278

Mr. Bennett,

This letter is to inform you that the conditional rezoning request H2017-11-(R) was approved by the Town Council on Monday, February 12th, 2018, subject to completing the conditions outlined below.

This property is located at 8969 and 9089 Robinson Church Road (PIN#s 55068417580000, 55068495240000). Request H2017-11-(R) was a request rezone 28.65 acres from CR, Cabarrus County Countryside Residential District, to CZ-RC, Residential Compact – Conditional Zoning District. The request was for 81 single-family detached residential units that will be age-restricted to 55 years of age and older per the HUD definition of age-restricted.

As a Conditional Zoning District, this project is subject to the following conditions of approval:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place. (Planning)
2. Applicant agrees to dedicate a fee in lieu of Public Open Space dedication for the 2.4 acres of required Public Open Space, in the amount of $34,390 per acre, for a total of $83,857. All fee in lieu of dedications shall be made to the Town prior to final plat approval. (Parks and Recreation)
3. Applicant agrees to restrict cladding materials for all buildings to masonry products; vinyl siding will not be used. (Applicant)
4. Applicant agrees that during the preliminary plat process, if the RSOD buffers are revised to reflect the slope of the land adjacent to the stream bisecting the property, that any lots containing RSOD buffers be revised, removed, or redesigned so that no lots contain any RSOD buffer. (Planning)
5. Applicant agrees that the area labeled as "Proposed Future Roadway Connection To The East" on the site plan will be dedicated as street ROW during final platting. (Planning)
6. Applicant agrees to obtain a Driveway Permit from NCDOT subdivision access road providing access to Robinson Church Road. Furthermore, the applicant agrees to revise the site plan to show the future ROW dedication area on both sides of the subdivision access road, and to dimension the future ROW from the current road centerline. (NCDOT)

7. Applicant agrees that easements obtained for the sewer line connection to Reedy Creek will include pedestrian access rights to accommodate a future pedestrian access to Reedy Creek Greenway. (Parks and Recreation Advisory Board)

The final approval in the rezoning process is to submit a revised Conditional Zoning site plan containing all conditions of approval. Once this has been completed, you may submit for Site Plan approval through the Town of Harrisburg Planning and Zoning Department.

If you have any questions or concerns, please let me know.

Sincerely,

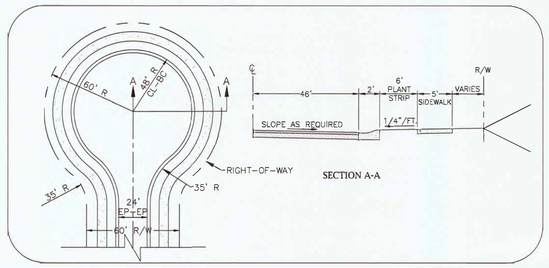
Joshua R. Watkins
Planning Director

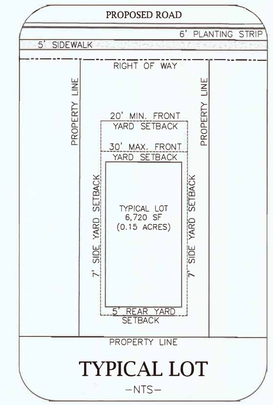
Cc: File
Jeff McCluskey, MC^2 Engineering

ROBINSON CHURCH ROAD AND ROCKY RIVER ROAD

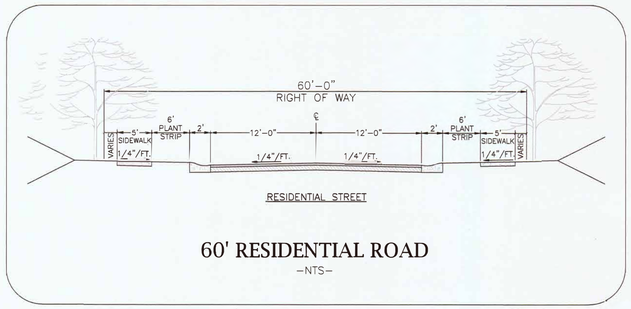
HARRISBURG, NC

LOCATION MAP
NTS



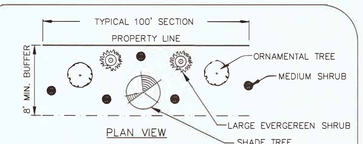


TYPICAL LOT
–NTS–



60' RESIDENTIAL ROAD
–NTS–

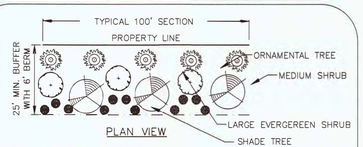
GENERAL SANITARY SEWER NOTE:
EASEMENTS OBTAINED FOR SANITARY SEWER CONNECTION TO REEDY CREEK TRUNK LINE WILL INCLUDE PEDESTRIAN ACCESS RIGHT TO ACCOMMODATE A FUTURE PEDESTRIAN ACCESS TO REEDY CREEK GREENWAY.



BUFFER PLANTING SCHEDULE*
1 SHADE TREE/100 LF
2 ORNAMENTAL TREES/100 LF
2 LARGE EVERGREEN SHRUBS/100 LF
5 MEDIUM SHRUBS/100 LF

25% OF TREES TO BE EVERGREEN
* SHOWN BUFFER PLANTING SCHEDULE IS SCHEMATIC IN NATURE AND CHOSEN BUFFER PLANTINGS WILL COMPLY WITH UDO SECTION 7.3–1 AND WILL PROVIDE AT A MINIMUM 40 POINTS PER 100' SECTION.

8' TYPE "A" BUFFER
–NTS–



BUFFER PLANTING SCHEDULE*

REQUIRED 1 SHADE TREE/50 LF	SHOWN 3/100 LF
REQUIRED 1 ORNAMENTAL TREES/50 LF	SHOWN 3/100 LF
REQUIRED 1 LARGE EVERGREEN SHRUBS/20 LF	SHOWN 5/100 LF
REQUIRED 0 MEDIUM SHRUBS/100 LF	SHOWN 11/100 LF

50% OF TREES TO BE EVERGREEN
* SHOWN BUFFER PLANTING SCHEDULE IS SCHEMATIC IN NATURE AND CHOSEN BUFFER PLANTINGS WILL COMPLY WITH UDO SECTION 7.3–1 AND WILL PROVIDE AT A MINIMUM 90 POINTS PER 100' SECTION.

25' TYPE "D" BUFFER
–NTS–

Town of Harrisburg Conditional Zoning Notes:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place. (Planning)
2. Applicant agrees to dedicate a fee in lieu of Public Open Space dedication for the 2.4 acres of required Public Open Space, in the amount of $34,390 per acre, for a total of $83,857. All fee in lieu of dedications shall be made to the Town prior to final plat approval. (Parks and Recreation)
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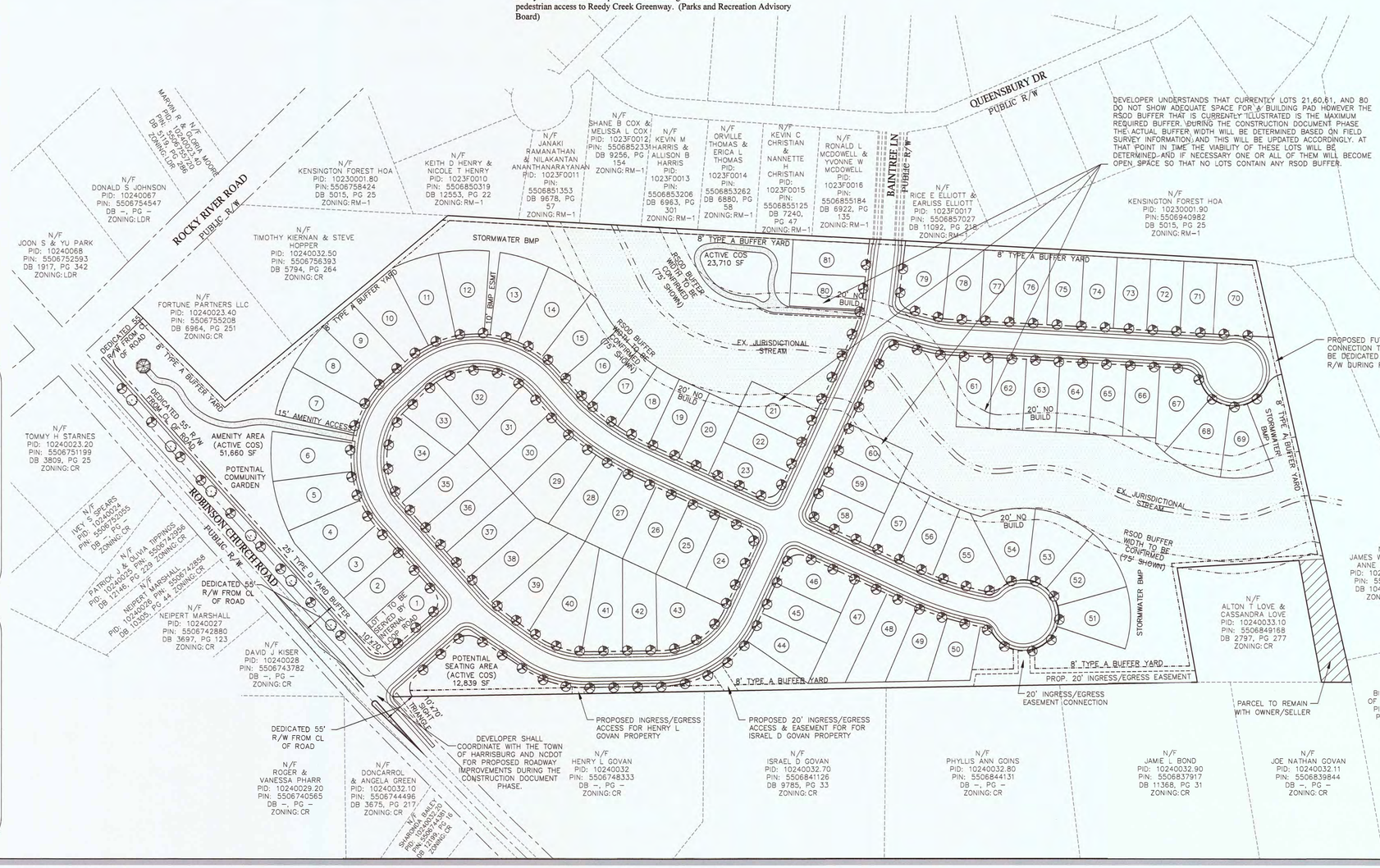
7. Applicant agrees that easements obtained for the sewer line connection to Reedy Creek will include pedestrian access rights to accommodate a future pedestrian access to Reedy Creek Greenway. (Parks and Recreation Advisory Board)

TOWN OF HARRISBURG
PLANNING AND ZONING DEPARTMENT
APPROVED
Conditional Rezoning
Site Plan
2-12-2018
Joshua K Watters

LAND OWNER:	ESSEX HOMES 13310 SOUTH RIDGE DRIVE, STE A CHARLOTTE, NC 28273
PID#: PIN:	10240023 & 1024033 55068417580000 & 55068495240000
JURISDICTION: TOWNSHIP:	CABARRUS COUNTY TOWN OF HARRISBURG
DEED BOOK & PAGE:	515 / 735
TOTAL SITE ACREAGE:	28.65 AC (1,247,994 SF)
CURRENT ZONING: PROPOSED ZOINING:	CR CZ–RC
EXISTING USE: PROPOSED USE:	WOODED AREA SINGLE FAMILY
TOTAL LOTS: DENSITY:	81 2.83 DU/AC
MIN. FRONT YARD SETBACK: MAX. FRONT YARD SETBACK:	20' 30'
SIDE YARD SETBACK: REAR YARD SETBACK:	7' 5'
TYPICAL LOT:	56'X120' (6,720 SF)
COMMON OPEN SPACE (COS) TOTAL COS REQUIRED: INACCESSIBLE COS: INACCESSIBLE COS PROVIDED: ACTIVE COS REQUIRED: ACTIVE COS PROVIDED:	 2.865 AC (10% OF 2.865) 0.716 AC (25% OF 2.865) 0.716 AC (25% MAX ALLOWED) 2.025 AC (0.025 AC/LOTS) 2.025 AC
PROPOSED DEVELOPMENT WILL BE ATTACHED TO PUBLIC WATER AND SANITARY SEWER.	

DEVELOPMENT SUMMARY



GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

REVISIONS

CAD FILE:	17–017 SKETCH.DWG
PROJECT NO.:	17–017
DESIGNED BY:	JDM
SUBMITTAL DATE:	OCTOBER 16, 2017
SECOND REVISION:	DECEMBER 19, 2017

DEVELOPED BY:
ESSEX HOMES
13310 SOUTH RIDGE DR.
SUITE A
CHARLOTTE, NC 28273

Mc² ENGINEERING
Mc² ENGINEERING, INC.
2110 BEN CRAIG DR.
SUITE 400
CHARLOTTE, NC 28262
PHONE 704.510.9797

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of 2020-02-(S) Brookdale Village Town Homes Preliminary Plat

Presenting Personnel:
Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:
If approved, the following motion is suggested:
To approve the Preliminary Plat application as requested by the applicant for the related property in application H2020-02-(S).

Description/Background:
Brookdale Partners LLC, on behalf of the Property Owner and Developer, has submitted a Preliminary Plat application for 50 townhomes on Section 3 & 4 of the original plat, located on the east side of Plaza Road Extension, at the Stafford Road intersection. The site pin is 5506-21-2703-0000 and consists of a total area of 5.58 acres. The Preliminary Plat for these 50 townhomes was previously approved in 2016 (Case #H-2016-01-(S)).

As stated in Article 6 - Subdivision Regulations of the Harrisburg Unified Development Ordinance (UDO), the Subdivision Final Plat is to be recorded within two (2) years of Preliminary Plat approval. As such, the previously approved Preliminary Plat is expired and needs to be reviewed and re-approved to allow for Construction of these townhomes.

The revised Preliminary Plat is enhanced to include required buffer areas and added amenities to the common area - both of these elements were missing from previous approval.

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

Recommendation:
Staff has reviewed the submitted preliminary plat, and has found it to be consistent with the previously approved Preliminary Plat (H-2016-01-S), the Harrisburg Area Land Use Plan (HALUP) and the standards of the UDO for PUD districts. The Planning and Zoning Board recommended approval of the Preliminary Plat.

Staff recommends approval of the proposed preliminary plat , with the inclusion of the conditions as attached.

Fiscal Impact:
No fiscal impact.

Attachments:
1. Brookdale Prelim Plat App.Signed.7.14.2020

2. Brookdale Townhomes Map
3. Brookdale Village Townhomes Preliminary Plat Rev 9.3.20
4. Brookdale Town Homes PB Prelim Plat Staff Report
5. Brookdale Village Townhomes_Elevations
6. Preliminary Plat Approval Letter Signed
7. Stamped Approved Preliminary Plat

Harrisburg NC
The right side of opportunity

Application for Preliminary Plat Review and Approval

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

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

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

Project Information

1. Name of Subdivision: Brookdale Village
2. Location of Subdivision: The intersection of Plaza Rd Extension and Stafford Road in Harrisburg NC
3. Cabarrus County PIN Numbers: 5506212703
4. Current Zoning: PUD
5. Project Classification (Residential, Commercial, etc.): Residential
6. Is this a CU or CZ Project? ☐ YES: Case Number: ☒ NO
7. Date of Rezoning Approval: Subdivision Case #:

Owner/Developer Information

1. Property Owner Name: MTS CLT, LLC Property Owner Phone: 980-721-0919
   Property Owner Email: bdyer@eastwoodhomes.com
2. Agent/Developer Name: MTS CLT, LLC Agent/Developer Phone: 980-721-0919
   Agent/Developer Email: bdyer@eastwoodhomes.com
3. Contact for Comments Name: Brad Dyer Contact for Comments Phone: 980-721-0919
   Contact for Comments Email: bdyer@eastwoodhomes.com

Utilities

	Water	Sewer
1, Who will provide water and sewer services for this site?	☐ Private ☒ Public Provider Cabarrus County (WSACC)	☐ Private ☒ Public Provider Cabarrus County (WSACC)

Overlay District (Article 4)

Is the subject property located in an Overlay Zone? ☐ YES: ☒ NO

If YES, which one(s): _____

Flood Panel and RSOD Information (Article 4)

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

Flood Panel Number(s) 3710550600J Map Date 03.02.2009

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

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

☐ YES: ☐ NO

Verification of Process

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

Date: 07.14.2020 Signed: _____

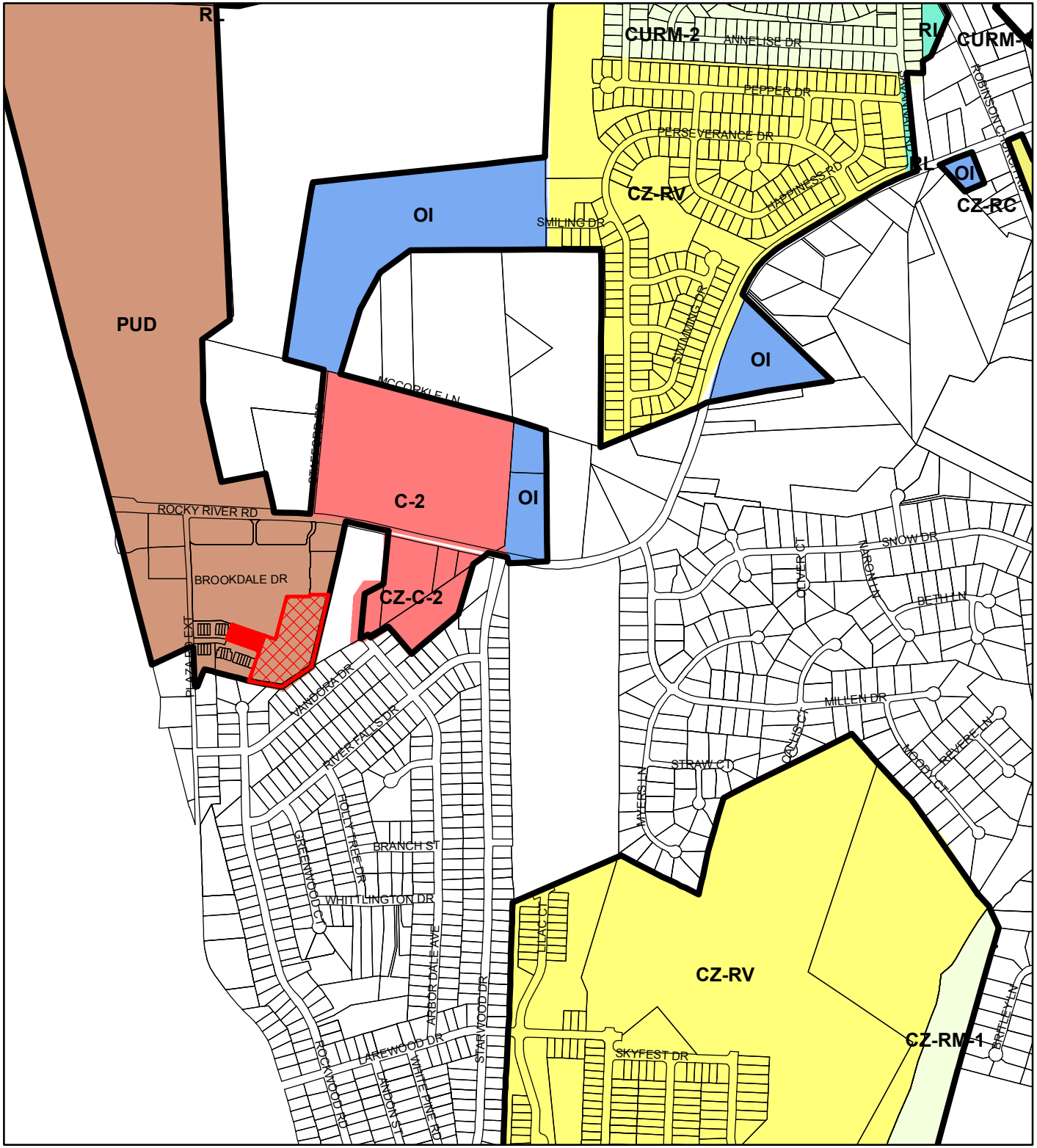
Title: Owner

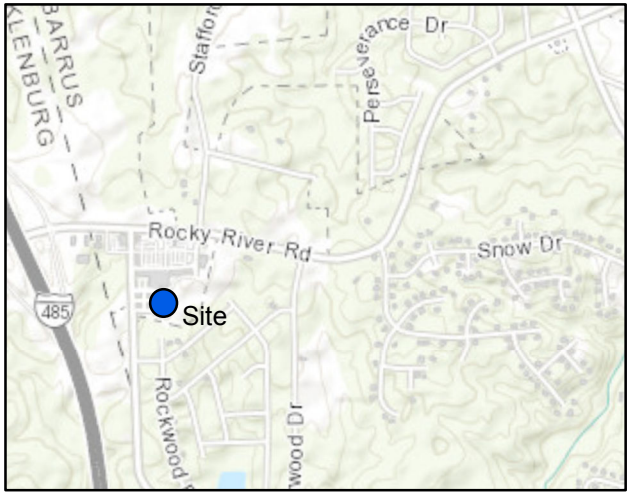
(Owner, Agent, Developer, LLC Member, etc.)

Do not write below this point

For Staff Use Only:

Subdivision application fee paid: _____ Check Number: _____





H 2020-02- (S)
Brookdale Village Townhomes

Applicant: Brookdale Partners, LLC

Zoning: PUD (Planned Unit Development)

Brookdale Village Townhomes
Preliminary Plat Request

Parcels

Site

Town Limits

N

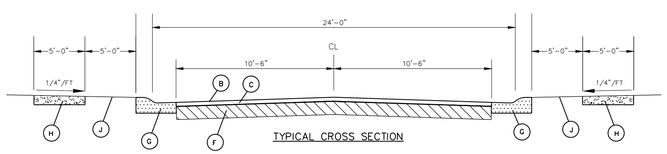
0 650 1,300 2,600 Feet

PARCEL TIN# 5506-11-8513 - SECTION 3	
ZONING	PUD
TOTAL ACREAGE	28456.81 S/F (0.65 ACRES)
TOTAL NUMBER OF LOTS IN SUBDIVISION	10
ACREAGE IN LOTS	17018.65 S/F (0.39 ACRES)
COMMON OPEN SPACE	6727.21 S/F (0.15 ACRES)
PRIVATE DRIVE AREA	N/A
PRIVATE ALLEYWAY AREA	4710.95 S/F (0.11 ACRES)
LENGTH OF PRIVATE DRIVE	N/A
FLOODWAY BOUNDARIES	SEE NOTE THIS SHEET
BUILDING SETBACKS	25' PERIMETER / 10' PLAZA RD.

PARCEL TIN# 5506-21-1602 - SECTION 4	
ZONING	PUD
TOTAL ACREAGE	214745.48 S/F (4.93 ACRES)
TOTAL NUMBER OF LOTS IN SUBDIVISION	40
ACREAGE IN LOTS	76492.82 S/F (1.75 ACRES)
COMMON OPENSPACE	82084.35 S/F (1.88 ACRES)
PRIVATE DRIVE AREA	25104.63 S/F (0.58 ACRES)
PRIVATE ALLEYWAY AREA	31063.68 S/F (0.71 ACRES)
LENGTH OF PRIVATE DRIVE	667.89'
FLOODWAY BOUNDARIES	SEE NOTE THIS SHEET
BUILDING SETBACKS	25' PERIMETER / 10' PLAZA RD.

PAVEMENT SCHEDULE

- (B) 1.5" BITUMINOUS CONCRETE SURFACE COURSE
- (C) 2.5" BITUMINOUS CONCRETE BINDER COURSE
- (F) 6" COMPACTED AGGREGATE BASE COURSE
- (G) 2'-0" CURB AND GUTTER
- (H) 5'-0" SIDEWALK
- (J) 5'-0" PLANTING STRIP



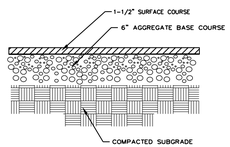
TYPICAL CROSS SECTION

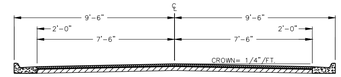
SECTION 1 - PRIVATE DRIVE
N.T.S.

CONDITIONS OF APPROVAL:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place. (Planning)
2. Stormwater Phase II requirements will be required in Section 4 of the development. (Planning Staff/Engineering)

PAVEMENT SCHEDULE





TYPICAL CROSS SECTION
(PRIVATE)

SECTION 2 - PRIVATE ALLEYWAY
N.T.S.

FLOODWAY NOTE:
PARCELS ARE NOT LOCATED IN A REGULATED FLOODWAY

FIRM PANEL NUMBER: 3710550600J
PANEL EFFECTIVE DATE: 03.02.2009

SITE LEGEND

—— —— PUBLIC COMBINED EASEMENT

STEWART
200 SOUTH COLLEGE ST, STE 720
CHARLOTTE, NC 28202
T 704.334.7925
FIRM LICENSE #: C-1051
www.stewartinc.com
PROJECT #: X16040.00

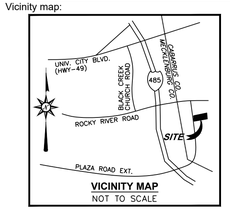
Client:

BROOKDALE PARTNERS, LLC
2918-A MARTINSVILLE ROAD
GREENSBORO, NC 27408
T: 336.544.6205

Project:

BROOKDALE VILLAGE

Vicinity map:



VICINITY MAP
NOT TO SCALE

Seal:

NORTH CAROLINA PROFESSIONAL SEAL 32628 ENGINEER JAMES R. BAYSINGER
07.10.2020

Issued for:

No.	Date	Description

0 20 40 80 NORTH

SCALE: 1"=40'

Title:

PRELIMINARY SUBDIVISION PLAT
BROOKDALE VILLAGE
SECTIONS 3 & 4

Project number: C19040 Sheet:
Date: 07.10.2020
Drawn by: JOT
Approved by: JRB

SHEET 1/2

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PARCEL TIN# 5506-11-8513 - SECTION 3	
ZONING	PUD
TOTAL ACREAGE	28456.81 S/F (0.65 ACRES)
TOTAL NUMBER OF LOTS IN SUBDIVISION	10
ACREAGE IN LOTS	17018.65 S/F (0.39 ACRES)
COMMON OPEN SPACE	6727.21 S/F (0.15 ACRES)
PRIVATE DRIVE AREA	N/A
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LENGTH OF PRIVATE DRIVE	N/A
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BUILDING SETBACKS	25' PERIMETER / 10' PLAZA RD.

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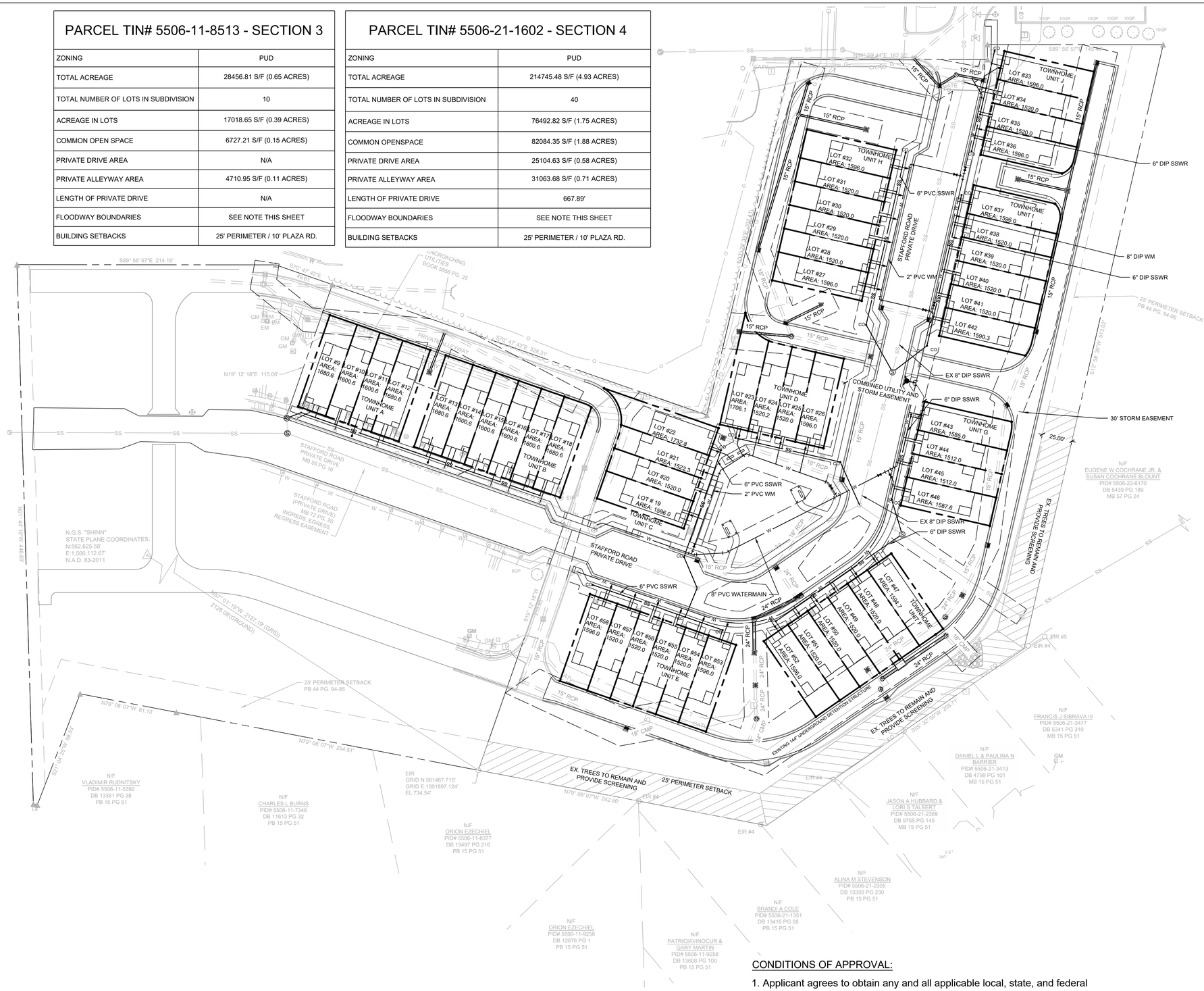

FLOODWAY NOTE:
PARCELS ARE NOT LOCATED IN A REGULATED FLOODWAY

FIRM PANEL NUMBER: 3710550600J
PANEL EFFECTIVE DATE: 03.02.2009

SITE LEGEND

—— —— PUBLIC COMBINED EASEMENT

CONDITIONS OF APPROVAL:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place. (Planning)
2. Stormwater Phase II requirements will be required in Section 4 of the development. (Planning Staff/Engineering)

STEWART
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FIRM LICENSE #: C-1051
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Client:

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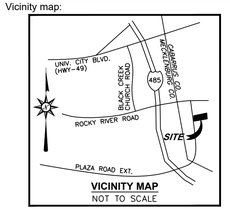
T: 336.544.6205

Project:

BROOKDALE VILLAGE

Vicinity map:



VICINITY MAP
NOT TO SCALE

Seal:

NORTH CAROLINA PROFESSIONAL SEAL 34628 ENGINEER JAMES R. BAYSINGER, IV
07.10.2020

Issued for:

No.	Date	Description

0 20 40 80 NORTH

SCALE: 1"=40'

Title:

PRELIMINARY SUBDIVISION PLAT BROOKDALE VILLAGE SECTIONS 3 & 4

Project number: C19040
Date: 07.10.2020
Drawn by: JOT
Approved by: JRB

SHEET 2/2

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Town of Harrisburg
Planning and Economic Development Department

DATE: **August 18, 2020**

SUBJECT: H2020-02-(S) **Brookdale Village Townhomes**, Preliminary Plat

Owner/ Developer: Brookdale Partners, LLC; Contact: Brad Dyer

Location: The subject property is located on the east side of Plaza Road Extension, at the Stafford Road intersection.
PIN number: 5506-21-2703-0000

BACKGROUND:

Area: Approximately 5.58 acres

Zoning: Planned Unit Development (PUD)

Staff Report prepared by: Craig Thomas, Planning and Economic Development Department

GENERAL DISCUSSION:

- The original preliminary plat for Brookdale Village Town Homes Section 3 & 4 was reviewed and approved by Town Council on September 12, 2016 for 50 townhomes (Case H2016-01-S).

- As stated in Article 6 - Subdivision Regulations of the Harrisburg Unified Development Ordinance (UDO), the Subdivision Final Plat is to be recorded within two (2) years of Preliminary Plat approval. As such, the previously approved Preliminary Plat is expired.

- The applicant is requesting that the previously approved Preliminary Plat be reviewed to allow them to complete the construction documents and record the subdivision plat for the remaining 50 lots.

- The revised Preliminary Plat is enhanced to include required buffer areas and added amenities to the common area - both of these elements were missing from previous approval.

- Staff has reviewed the submitted preliminary plat and has found it to be consistent with the approved conditional zoning site plan and the standards of the UDO. Staff has recommended conditions of approval as outlined in this staff report.

APPROVAL CRITERIA:

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

Per the Harrisburg Area Plan, the subject property is located in an area designated as Mixed Use. This area is characterized by seamlessly integrated uses and structures, with the architecture being enhanced by landscaping to soften the hard edges. Uses should not be separated by buffers, and infrastructure is in place to handle the development of the area. Specifically, the Rocky River/I-485 area lays out the potential uses of medium density single family residential (both attached and detached), specialty housing supported by an institution, neighborhood retail, multi-tenant office, including medical uses, and a hospital or similar institution. The intent of this plat is to continue an already underway attached single family development. Therefore, the request conforms to the goals and policies of the Harrisburg Area Plan and the Unified Development Ordinance.

With regard to the overall goals of the plan, recommendation LU-5 states that the Town should "Expand Housing Options" to appeal to a broad range of audiences. A "Focus on Quality" is explained with recommendation LU-6. The developer has agreed to ensure a higher level of quality by using masonry products for construction in an effort to help fulfill this goal. Recommendation LU-7 of the plan recommends consistency between the Town's zoning regulations and the adopted future land use map. A table included as part of this goal establishes the "appropriate" districts to use when making zoning decisions based on the Future Land Use Map. The map, as previously stated, designates this area as Medium Density Residential. The table indicates that the PUD district is appropriate for this land use classification.

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

There are no existing or proposed variances for the subject property. The preliminary plat, as presented, is consistent with the approved conditional zoning site plan, which governs the development standards for the site.

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

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

The zoning districts of the surrounding properties are residential in nature to the south, and commercial to the west and north. The property to the east is vacant, but expected to develop commercially in the future. The Cabarrus Woods subdivision to the south is single family detached units, typically 1/3 of an acre in size. This proposed development provides an appropriate transition between the single family detached to the south, and the commercial shopping center to the north.

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

The proposed project is a residential attached subdivision. The project is partially developed with 22 units. An approval of this preliminary plat would allow the development to complete building the

remaining townhomes and prevent a potential negative impact to the surrounding area.

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

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

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

The proposed development will be subject to the regulations set forth in the Unified Development Ordinance as well as any State or Federal regulations related to floodplain development and/or wetlands regulations. In addition, the development will be subject to NCDEQ sedimentation and erosion control standards. This property lies completely within Flood Zone X on the latest FEMA FIRM.

7. **The proposed name of a subdivision shall be approved by the Cabarrus County E-911 Coordinator(s) and shall not use a word, or phrase, which is the same as, similar to, or pronounced the same as a word or phrase in the name of any other subdivision in Cabarrus County or any municipality or jurisdiction in the County. Proposed subdivisions may only use a duplicate subdivision name in the event that the Administrator requires the use of the same name for purposes of clear identification.**

The proposed name of the subdivision is Brookdale Village Townhomes. This name has been approved for use by the Cabarrus County E-911 Coordinator. All street names have been reviewed and approved by Cabarrus County E-911 Coordinator.

APFO REVIEW:

SCHOOLS
This part of the Unified Development Ordinance is no longer enforceable as determined by the NC Supreme Court. However, the schools have provided the following data on school capacity:

The schools serving this area are Harrisburg Elementary School, Hickory Ridge Middle School, and Hickory Ridge High School. We would anticipate these townhomes to generate upon buildout an additional 8 students, 3 middle school students, and 4 high school students. While these students are relatively small the elementary school is over program capacity at **103.72%** and could not accommodate these students, however when you add the additional students expected to be generated from approved lots and those pending in the Adequate Public Facilities Schools Inventory maintained by the county the elementary school would be at **113.75 %** capacity. This becomes extremely critical at both the middle and high school. Hickory Ridge Middle School (99.83 % capacity) and Hickory Ridge High School (98.99 % capacity) are both at capacity at this time. When we add in the projected growth from the county inventory of already approved lots and those currently pending the middle school capacity is greatly increased to **130.86** % of program capacity. The high school would also be impacted as it would reach **118.57 %** program capacity. As the lots in the inventory continue to be permitted, the number of potential students generated is expected to cause additional capacity issues for the schools in the Harrisburg area.

The approved percentages are based on our 9th month enrollment data from the June 8, 2016 report and the APFSchools Inventory from Cabarrus County dated July 27, 2016.

TRANSPORTATION
NCDOT has reviewed the preliminary plat and approved the existing driveway entrance of Stafford Road onto Plaza Road. There are no other impacts to the transportation system.

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

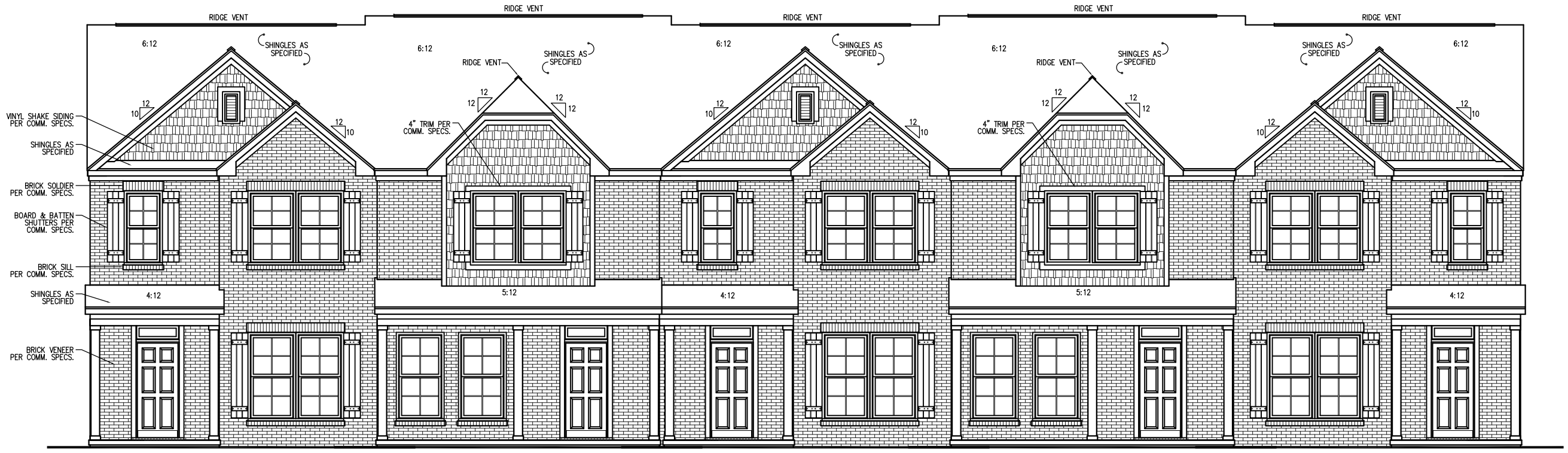
UTILITIES
Utilities are available through the Town of Harrisburg. Applicant will be required to extend the water line and sewer line to their site.

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

Should the Planning and Zoning Board recommend approval of the preliminary plat for the Brookdale Village Subdivision, staff requests that the following original conditions (H2016-01-S) become part of the approval, which are inclusive of the conditions agreed to as part of the approval:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Stormwater Phase II requirements will be required in Section 4 of the development.

RECOMMENDATION:
The preliminary plat is consistent with the Harrisburg Area Land Use Plan and the existing PUD zoning designation and previously approved Preliminary Plat (H2016-01-S). Therefore, the Planning and Zoning Department recommends approval of this preliminary plat application for Brookdale Village Townhomes Section 3 & 4.

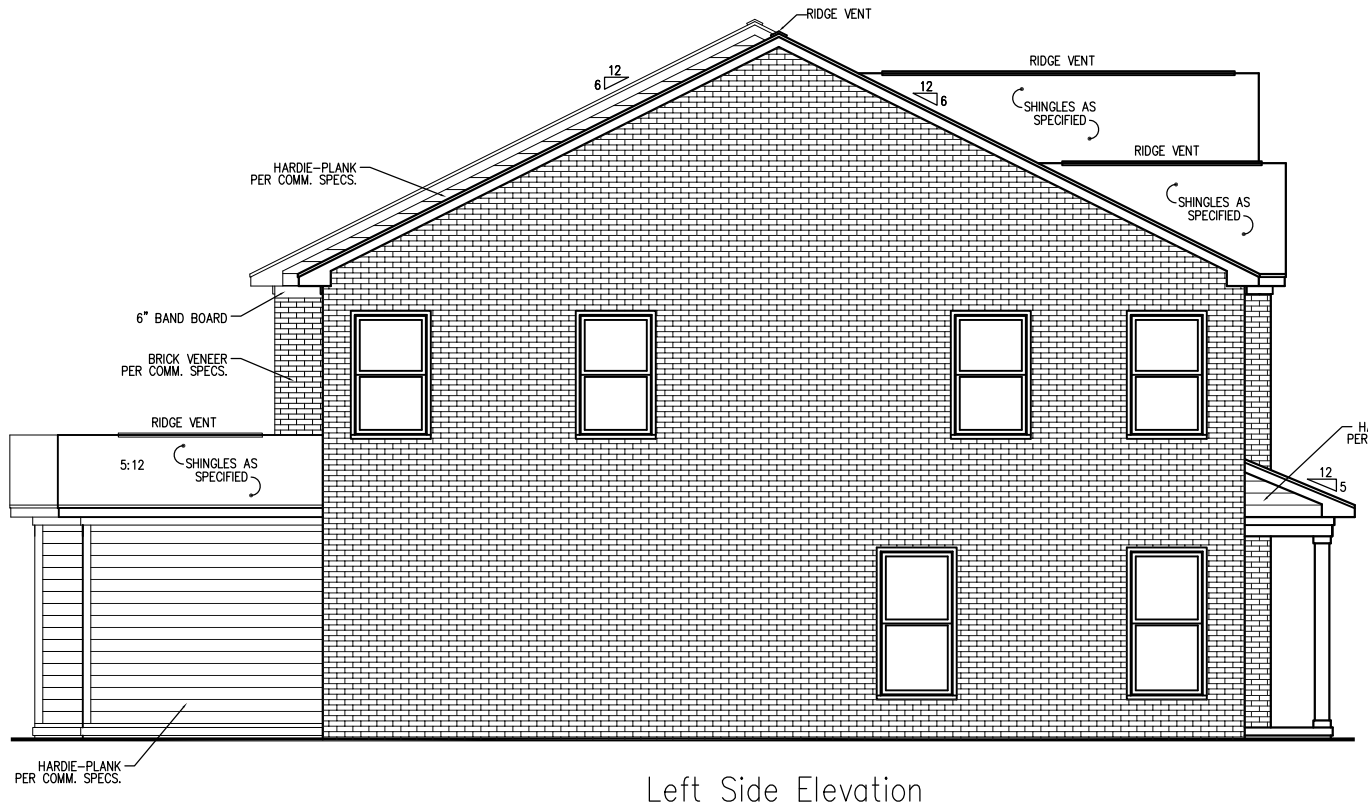


Alston "E" Elev. | Alston "F" Elev. | Alston "E" Elev. | Alston "F" Elev. | Alston "E" Elev.

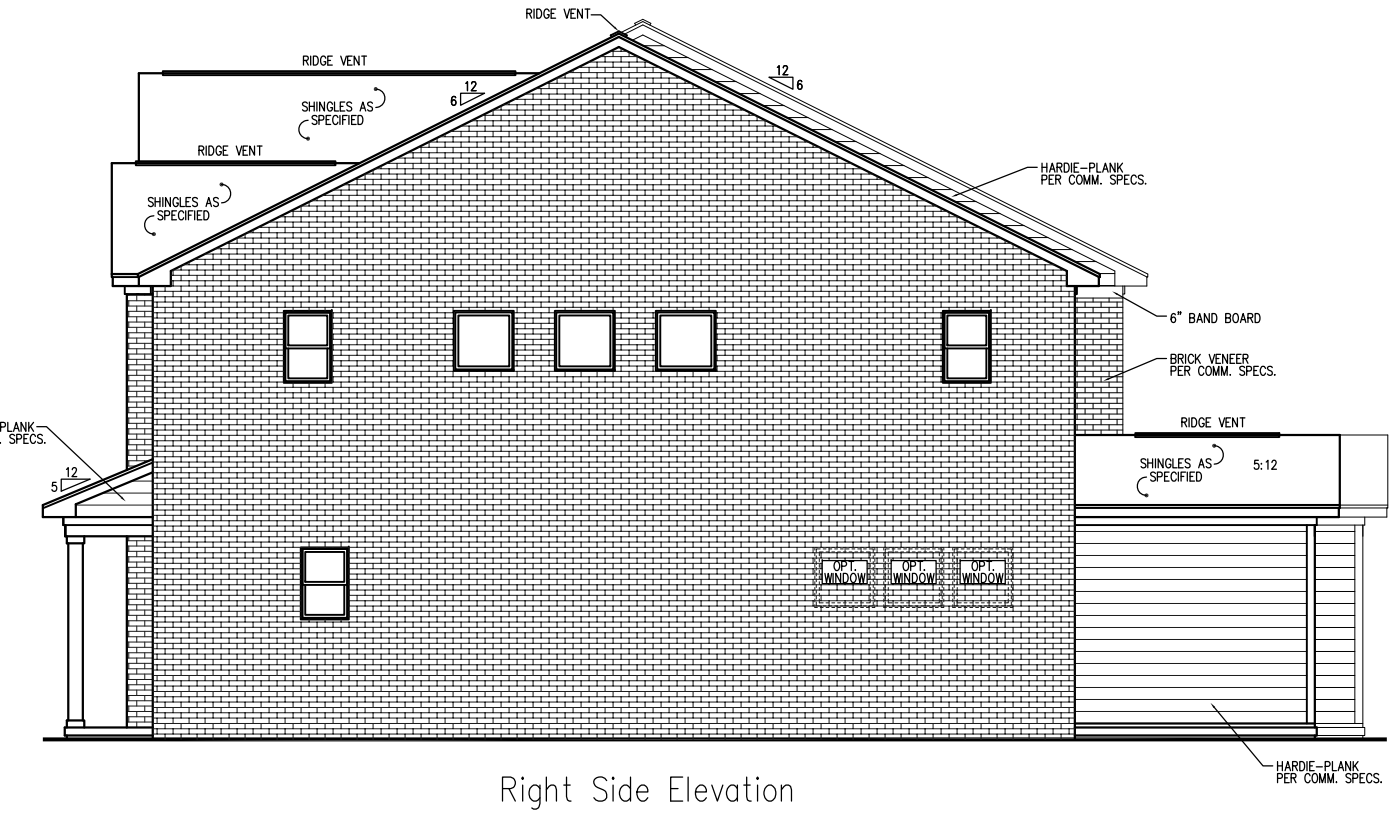
8032 ALSTON 5-UNIT BUILDING GROUP - FRONT ELEVATION

Alston "E" Elev. | Alston "F" Elev. | Alston "E" Elev. | Alston "F" Elev. | Alston "E" Elev.

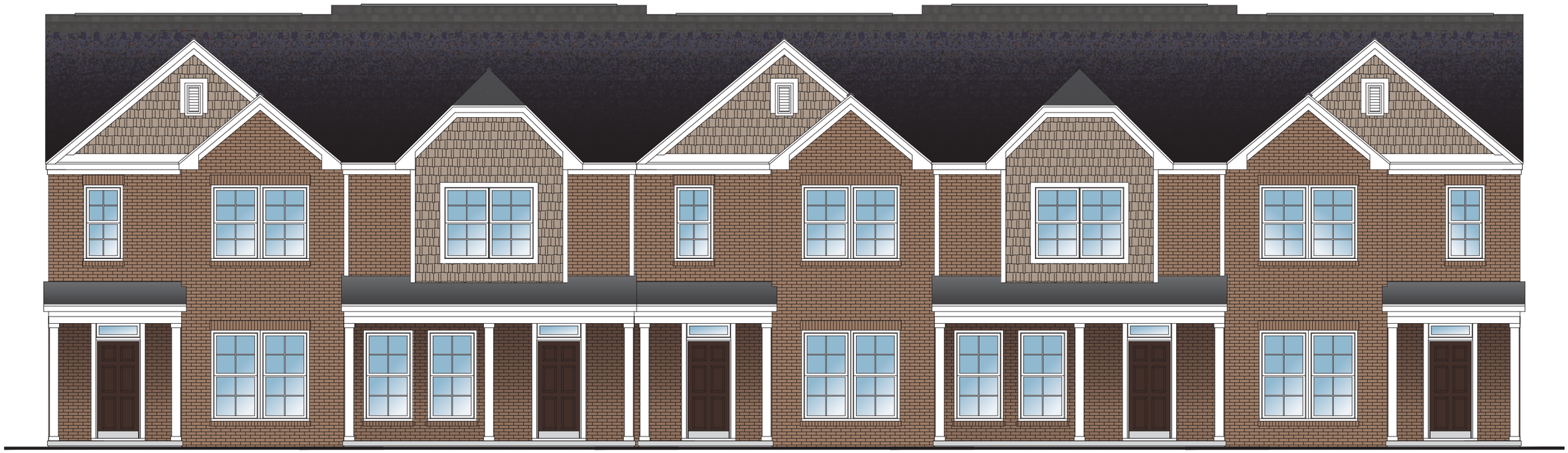
8032 ALSTON 5-UNIT BUILDING GROUP - REAR ELEVATION



Left Side Elevation

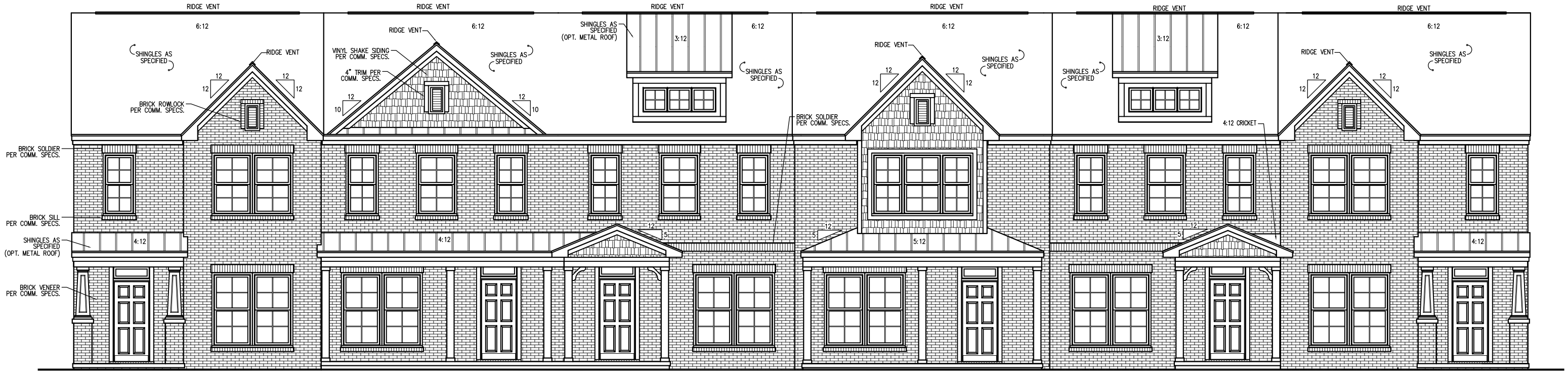


Right Side Elevation



ALSTON “E” ALSTON “F” ALSTON “E” ALSTON “F” ALSTON “E”

8032 ALSTON 5-UNIT BUILDING



Alston "A" Elev.
Lot #13

Alston "B" Elev.
Lot #14

Alston "C" Elev.
Lot #15

Alston "D" Elev.
Lot #16

Alston "C" Elev.
Lot #17

Alston "A" Elev.
Lot #18

BROOKDALE TOWNS – LOTS 13–18
8032 ALSTON 6–UNIT BUILDING GROUP – FRONT ELEVATION

Alston "A" Elev.
Lot #18

Alston "C" Elev.
Lot #17

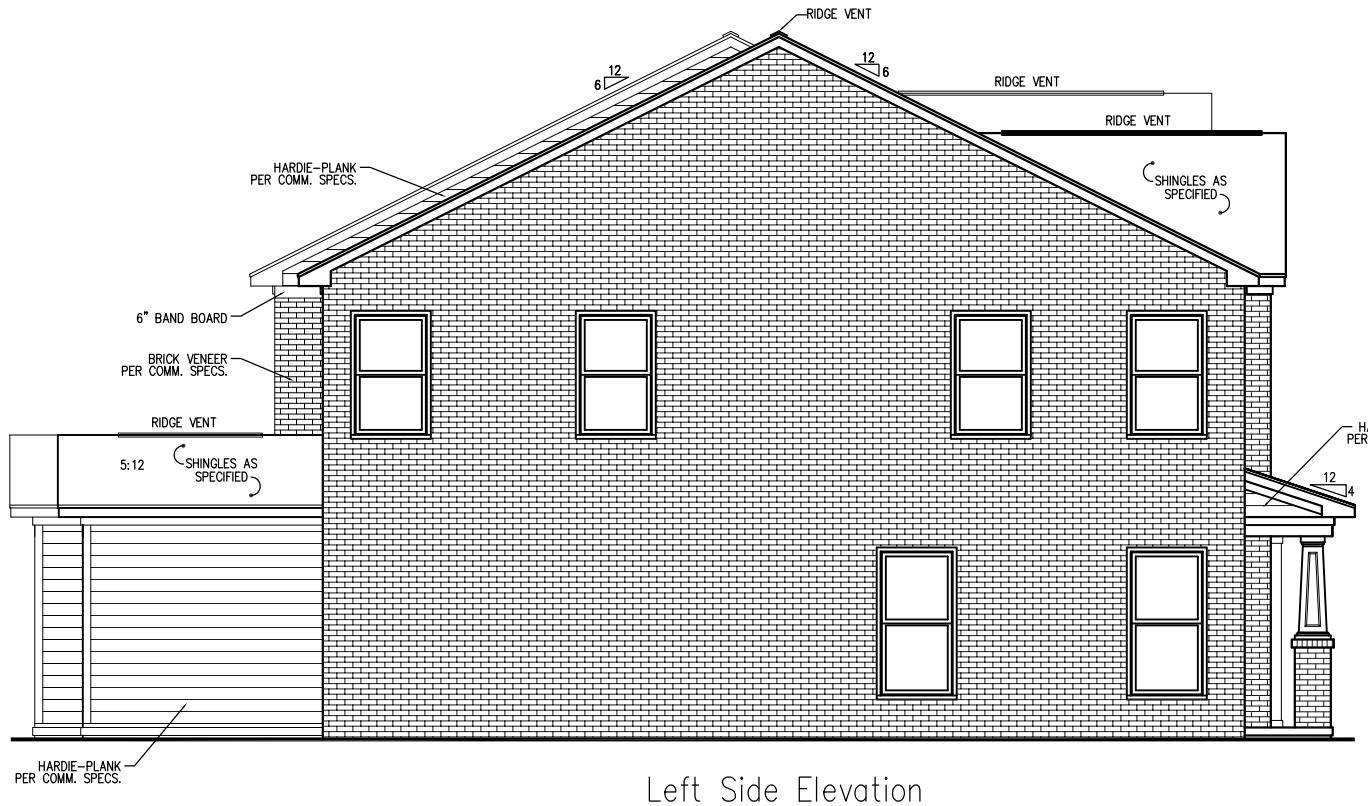
Alston "D" Elev.
Lot #16

Alston "C" Elev.
Lot #15

Alston "B" Elev.
Lot #14

Alston "A" Elev.
Lot #13

BROOKDALE TOWNS - LOTS 13-18
8032 ALSTON 6-UNIT BUILDING GROUP - REAR ELEVATION



Left Side Elevation

Right Side Elevation

BROOKDALE TOWNS – LOTS 13–18
8032 ALSTON 6–UNIT BUILDING GROUP – SIDE ELEVATIONS

ALSTON'A'
LOT#13

ALSTON"B"
LOT#14

ALSTON'C'
LOT#15

ALSTON'D'
LOT#16

ALSTON'C'
LOT#17

ALSTON'A'
LOT#18

BROOKDALE TOWNS - LOTS 13-18

BLDG FRONT ELEVATION - 6 UNIT BLDG.

Harrisburg NC
The right side of opportunity

September 13th, 2016

F.X. Forde, Jr.
Evolve Construction, LLC
2918-A Martinsville Road
Greensboro, NC 27408

Mr. Forde,

This letter is to inform you that the Preliminary Plat request H2016-01-(S) Brookdale Village Townhomes Subdivision was approved by the Town Council on Monday, September 12th, 2016.

This property is located on the east side of Plaza Road Extension, at the Stafford Road intersection (PIN 5506211602000). Request H2016-01-(S) was a request to subdivide approximately 5.58 acres zoned PUD, Planned Unit Development District to allow for the subdivision and development of the remaining 50 townhomes in the Brookdale Village Townhomes subdivision.

As a Preliminary Subdivision Plat request, this project is subject to the following conditions of approval:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place. (Planning)
2. Stormwater Phase II requirements will be required in Section 4 of the development. (Planning Staff/Engineering)

The next step in the approval process is to submit a revised Preliminary Plat to the Town of Harrisburg Planning Department with the conditions of approval stated above listed on the plat. Once this has been done, Construction Drawings can be accepted for review and approval.

If you have any questions or concerns, please let me know.

Sincerely,

Joshua R. Watkins
Planning Director

Cc: File
Jeff D. Oden, Stewart

PARCEL TIN# 5506-11-8513 - SECTION 3	
ZONING	PUD
TOTAL ACREAGE	28456.81 S/F (0.65 ACRES)
TOTAL NUMBER OF LOTS IN SUBDIVISION	10
ACREAGE IN LOTS	17018.65 S/F (0.39 ACRES)
COMMON OPEN SPACE	6727.21 S/F (0.15 ACRES)
PRIVATE DRIVE AREA	N/A
PRIVATE ALLEYWAY AREA	4710.95 S/F (0.11 ACRES)
LENGTH OF PRIVATE DRIVE	N/A
FLOODWAY BOUNDARIES	SEE NOTE THIS SHEET
BUILDING SETBACKS	25' PERIMETER / 10' PLAZA RD.

PARCEL TIN# 5506-21-1602 - SECTION 4	
ZONING	PUD
TOTAL ACREAGE	214745.48 S/F (4.93 ACRES)
TOTAL NUMBER OF LOTS IN SUBDIVISION	40
ACREAGE IN LOTS	76492.82 S/F (1.75 ACRES)
COMMON OPENSPACE	82084.35 S/F (1.88 ACRES)
PRIVATE DRIVE AREA	25104.63 S/F (0.58 ACRES)
PRIVATE ALLEYWAY AREA	31063.68 S/F (0.71 ACRES)
LENGTH OF PRIVATE DRIVE	667.89'
FLOODWAY BOUNDARIES	SEE NOTE THIS SHEET
BUILDING SETBACKS	25' PERIMETER / 10' PLAZA RD.

FLOODWAY NOTE:
PARCELS ARE NOT LOCATED IN A REGULATED FLOODWAY

FIRM PANEL NUMBER: 3710550600J
PANEL EFFECTIVE DATE: 03.02.2009

SITE LEGEND

- 20' PUBLIC W.L. EASEMENT
- 20' PUBLIC SANITARY SEWER EASEMENT

PLAZA ROAD EXT.
80' PUBLIC RIGHT-OF-WAY (SR# 1176)
M.B. 44, PG. 94 & 95

STAFFORD ROAD
(PRIVATE DRIVE)

SECTION 1
SECTION 2
SECTION 3
SECTION 4

PRIVATE ALLEYWAY

20' PUBLIC W.L. EASEMENT (TYP.)

20' PUBLIC SANITARY SEWER EASEMENT (TYP.)

PARCEL PIN# 5506-12-8197
BROOKDALE SHOPPING CENTER LP
ZONED: PUD

PARCEL PIN# 5506-33-0005
E.W. COCHRANE, JR., ET. AL.
ZONED: OI

PARCEL PIN# 5506-11-5780
BROOKDALE PARTNERS, LLC
ZONED: LDR

PARCEL PIN# 5506-11-8513
BROOKDALE PARTNERS, LLC
ZONED: LDR

PARCEL PIN# 5506-11-5392
JULIUS E. HOOKS, JR
ZONED: LDR

PARCEL PIN# 5506-11-7346
CHARLES L. BURNS
ZONED: LDR

PARCEL PIN# 5506-11-8377
BRANDON KENNELLY
VALERIA KENNELLY
ZONED: LDR

PARCEL PIN# 5506-11-9258
ROBERT B JONES
ZONED: LDR

PARCEL PIN# 5506-21-1351
EBONY B. CLEVELAND
ZONED: LDR

LOT 8

PARCEL PIN# 5506-21-2305
STEVEN B MCLAUGHLIN
ZONED: LDR

PARCEL PIN# 5506-21-2369
JASON A. HUBBARD
LORI S. TALBERT
ZONED: LDR

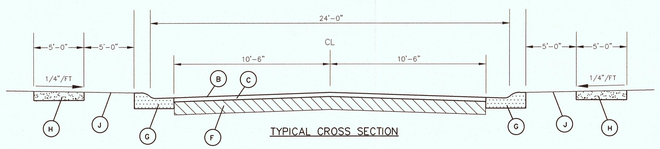
PARCEL PIN# 5506-21-3413
DANIEL L BARRIER
ZONED: LDR

PARCEL PIN# 5506-21-3477
FRANCIS J SIBRAVA, III
ZONED: LDR

PARCEL PIN# 5506-21-4522
LANCE ZURAWSKI
ZONED: LDR

PAVEMENT SCHEDULE

- (B) 1.5" BITUMINOUS CONCRETE SURFACE COURSE
- (C) 2.5" BITUMINOUS CONCRETE BINDER COURSE
- (F) 6" COMPACTED AGGREGATE BASE COURSE
- (G) 2'-0" CURB AND GUTTER
- (H) 5'-0" SIDEWALK
- (J) 5'-0" PLANTING STRIP



TYPICAL CROSS SECTION

SECTION 1 - PRIVATE DRIVE
N.T.S.

1

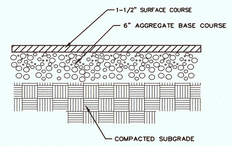
CONDITIONS OF APPROVAL:

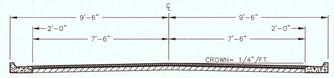
1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place. (Planning)
2. Stormwater Phase II requirements will be required in Section 4 of the development. (Planning Staff/Engineering)

TOWN OF HARRISBURG
PLANNING AND ZONING DEPARTMENT

APPROVED
Preliminary Subdivision Plat
9-12-16
Joshua Wotton

PAVEMENT SCHEDULE





TYPICAL CROSS SECTION
(PRIVATE)

SECTION 2 - PRIVATE ALLEYWAY
N.T.S.

STEWART
200 SOUTH COLLEGE ST, STE 720
CHARLOTTE, NC 28202
T 704.334.7925
FIRM LICENSE #: C-1051
www.stewartinc.com
PROJECT #: X16040.00

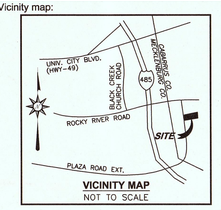
Client:

BROOKDALE PARTNERS, LLC
2918-A MARTINSVILLE ROAD
GREENSBORO, NC 27408
T: 336.544.6205

Project:

BROOKDALE VILLAGE

Vicinity map:



VICINITY MAP
NOT TO SCALE

Seal:

09-20-16

Issued for:

No.	Date	Description
1	9-20-2016	CONDITIONS OF APPROVAL

0 20 40 80

SCALE: 1"=40'

Title:

PRELIMINARY SUBDIVISION PLAT
BROOKDALE VILLAGE
SECTIONS 3 & 4

Project number: X16040 Sheet:
Date: 09.20.2016
Drawn by: CRR
Approved by: JDO

\\stewart-eng.local\Stewart\Eng\Charlotte\Civil\PROJECTS\2016\X16040.00 Brookdale Village Preliminary Plat\DWGS\1 - Design\Sheets\X16040-C3.00-Site Plan.dwg, Sep 21, 2016 - 8:41am

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of appointments to the Planning and Zoning Board

Presenting Personnel:
Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:
If approved:
Motion to approve re-appointment of Andy Rathke, Thelma Chapman and Jake Carpenter to the Planning and Zoning Board.

Description/Background:
There are three (3) positions on the Planning and Zoning Board whose appointment terms expired on June 30, 2020. Staff presented this item at the July 2020 Council meeting. In order to ensure all applicants were interviewed, including incumbents, Town Council extended those expiring terms by 60 days (August 31, 2020).

The board vacancy application was posted on the Town's website and social media on May 21st and applications were accepted until June 15, 2020. A total of eight (8) applications were received, including the three (3) incumbents who wanted to continue serving on the Planning and Zoning (P&Z) Board.

The Planning and Zoning Board sub-committee (Lloyd Quay, Rodney Garner and John Overcash) interviewed 7 applicants, one of the applicants (Elizabeth Barber) no longer wanted to be considered for the position. The sub-committee made their recommendations to re-appoint the three (3) incumbents at the August Planning and Zoning Board meeting.

The Planning Board affirmed sub-committee's recommendations and is recommending Town Council re-appointment the three (3) incumbents: Andy Rathke, Thelma Chapman and Jake Carpenter.

Recommendation:
Planning and Zoning Board is recommending re-appointment of Andy Rathke, Thelma Chapman and Jake Carpenter to the Planning and Zoning Board. The appointment term is 3 years and will expire on June 30, 2023.

Fiscal Impact:
None.

Attachments:
1. Blackburn, LeDerick
2. Carpenter, Jake
3. Fant, Wendell
4. Hutchins, Kevin
5. Lafranque II, David

6. Rathke, Andy
7. Thorne-Chapman, Thelma

HarrisburgNC
The right side of opportunity

4100 Main Street, Suite 101, PO Box 100, Harrisburg, NC 28075
t 704-455-5614 f 704-455-1206
harrisburgnc.org facebook.com/harrisburgnc

TOWN OF HARRISBURG
PLANNING AND ZONING BOARD APPLICATION

Name: ~~LeDerick Blackburn~~ Date of Application: ~~05/26/20~~

Home Address: ~~4827 Annelise Drive, Harrisburg NC 28075~~

Phone: ~~980-258-0817~~ Email Address: ~~ljkblack@gmail.com~~

Fax: _____

EMPLOYMENT AND EDUCATION

Employer City of Concord

Address P.O. Box 208

Phone: 704-920-5206

Email: blackl@concordnc.gov

Occupation: Asst. Manager

High School Franklinton High School

College Louisiana State University

Graduate School University of New Orleans

Other UNC Chapel Hill Public Executive Leadership

Length of residence in the Town of Harrisburg 3 years _____ months

Are you available to attend meetings at least once a month? (Planning and Zoning Board Meetings are normally conducted on the third Tuesday of the month at 6:00 PM) Yes ☑ No ☐

Current Civic/Community Participation: Board Member-Cooperative Christian Ministry Board of Members -Cabarrus Boys and Girls Club, Past President of Concord Afton Sunset Rotary Club

Are you currently serving or have you ever served on a public board or commission? If so, please list below:

Board _____ Dates _____ Contact _____

Relevant work (or other) experience related to the Planning and Zoning Commission: Over 14 years experience as a Community Development Planner and Downtown Development Director. Knowledgeable about small area plans, downtown masterplans, long range plans, market studies and federal community development block grant funding.

Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board: I believe in strong community involvement. Participating on this board will give me the opportunity to give back to the community. Secondly, I was a practicing Community Development Planner for many years. I feel I have a good understanding of the issues that many towns face. Lastly, I want to play an role in shaping how my community grows.

Applicant's Signature LeDerick Blackburn Date 5/26/20

Please attach a resume to provide any additional relevant information.

Please return form to:
Janet Rackley
Harrisburg Town Hall
PO Box 100
Harrisburg, NC 28075

LEDERICK BLACKBURN

4827 Annelise Drive, Harrisburg, NC 28075
Phone: 504.376.4519 • **Email**: ljkblack@gmail.com • **linkedin.com**/pub/lederick-blackburn/68/878/bb1

PUBLIC ADMINISTRATION/PROJECT MANAGEMENT/COMMUNITY DEVELOPMENT

Public Administration professional with upper level managerial experience and more than 20 years of specialized experience in all facets of long-range planning, project management, personnel management. Goal-oriented, creative, energetic, and effective communicator. Experienced in doing research and working with City /State/Federal government regulations, governmental boards/commissions, and constituent groups. Core competencies include:

- Project Management/Grant Management
- Human Resources
- RFQ/RFP Development
- Public Space/Urban Design
- Community/Economic Development
- Intergovernmental Relations

PROFESSIONAL EXPERIENCE

CITY OF CONCROD, NORTH CAROLINA **2018 - Present**
ASSISTANT CITY MANAGER

Assist the City Manager with services projects, budget and organizational issues, Council concerns and priorities, and researches issues and makes recommendations for improved service and cost reduction. Monitors and coordinates the activities for Public Works departments by overseeing the development and administration of policies, procedures, programs, goals and objectives, and overseeing the progress of capital improvement projects. Monitors assigned departmental budget development by reviewing and recommending resources and expenditures and guiding the effective and proper use of funds after the budget is adopted. Supervises staff by prioritizing and assigning work, conducting performance evaluations, ensuring staff training and adherence to policies and procedures, making hiring, termination, and disciplinary recommendations, and advising department heads regarding specific functions, activities, or personnel matters. Represents the City in the community including at meetings and public engagements.

CITY OF CONCORD, NORTH CAROLINA **2006 to 2018**
PLANNING AND DEVELOPMENT / COMMUNITY DEVELOPMENT MANAGER

Manage community development staff (5 employees) and $1+ million federal program/project budgets for CDBG, HOME, BEDI Grant, 108 Loan, Brownfield Assessment Grant • Lead all aspects of grant management, including compliance budget preparation, project selection, contract management, external agency management, program monitoring, and federal reporting. • Project administrator for long-range planning projects and affordable housing initiatives. Lead all aspects of plan development to include RFP/RFQ development, consultant selection/ management, advisory committee management, public charrettes, public presentations, and final plan design. ***Major accomplishments include***: • Successful submission of grant/loan applications to HUD to secure funding ($3 million) for the development of a $4+ million athletic facility near downtown. • Serving as team lead for the development of the 2007 Downtown Master Plan that garnered 7 local, state and national awards. • Establishing a major partnership with local Habitat Affiliate to revive the City's affordable housing new construction program. • Successful completion of over $800k in infrastructure improvements in low-to-moderate income areas.

DOWNTOWN DEVELOPMENT DISTRICT, CITY OF NEW ORLEANS, LA **1998 to 2005**
PUBLIC SPACE OPERATIONS DIRECTOR

Directed all aspects of the capital projects department's $2.2 million budget for the City's Business Improvement District. Managed agency's municipal services agreements, public space maintenance contracts and urban design/capital projects to include: Sanitation, Parks & Parkway enhancement contracts, sidewalk cleaning, landscaping, tree maintenance, banner installation contracts, and Canal Street capital project improvements.• Developed and implemented strategies for special public space projects such as art illumination, wayfinding signage and water fountain restoration. • Established effective social planning/community outreach programs to engage stakeholders (public officials, businesses, residents) in the capital projects/urban design improvement planning processes. ***Major accomplishments included:*** •Successful completion of a comprehensive urban design "makeover" for downtown to include: $750k installation of a comprehensive wayfinding signage system, $250k in new landscaping improvements, $150k in new tree replacements, $175k in the new design/installation of new banners to re-brand downtown's new image. • Led all aspects of establishing a comprehensive GIS system for all public space elements to aid in tracking maintenance priorities. • Served as project team leader for the $15 million revitalization of the City's signature street (Canal Street). • Served as project team leader for new $80k Christmas holiday lighting design and installation.

DOWNTOWN DEVELOPMENT DISTRICT, CIT OF NEW ORLEANS, LA **2002 to 2003**
INTERIM EXECUTIVE DIRECTOR

Provided executive leadership for staff of 30 w/ annual agency budget of $6 million. •Managed all human resource functions. • Planned monthly board meetings and board sub-committee meetings. • Interacted with local and state elected officials, and community groups. • Provided leadership for the selection of the final design elements for a $15m Canal Street renovation project. • Created and implemented business mitigation strategy for Canal Street improvement project. • Provided leadership to create an economic development agenda that was utilized to select an economic development consultant to help develop a master plan for the revitalization of Canal Street. • Served as principal media contact for the agency; performed television, radio, and print interviews to help promote the agency's capital projects agenda and inform constituents of the agency's activities.

DOWNTOWN DEVELOPMENT DISTRICT, CITY OF NEW ORLEANS, LA **1993 to 1998**
SERVICES/SPECIAL PROJECTS MANAGER

Managed field operations for all public space maintenance contracts and municipal service agreements. • Generated daily reports documenting contractor compliance. • Performed real estate research in preparation for the implementation of the historic "Walk of Jazz" project. • Managed the design and planning process for the annual holiday lighting event. • Supervised over 120 participants in the Downtown Development District's annual summer youth employment program.

EDUCATION

MASTER OF SCIENCE, Urban Studies /Urban Affairs
University of New Orleans -New Orleans, Louisiana

BACHELOR OF SCIENCE, Business Administration/Human Resource Management
Louisiana State University - Baton Rouge, Louisiana

MILITARY

LOUISIANA NATIONAL GUARD (Company B 205th Engineering Battalion)
MOS: *Petroleum Supply Specialist (1987-1995)*
• Provided leadership and training for newly enlisted soldiers in the petroleum supply section. • Developed processes to better monitor fuel consumption patterns of local unit. • Completed Non-Commissioned Officer Training School (NCO), qualified for promotion to rank of sergeant, (PLDC – Primary Leadership Development Course). • Completed Advanced Individual Training in Petroleum Supply (AIT)-Fort Lee Virginia (Quartermaster Battalion)

AFFILIATIONS/CERTIFICATIONS/AWARDS

- *UNC Municipal & County Administration Course Graduate, Class of 2015*
- *International City/ County Management Association*
- *Cooperative Christian Ministries- Board of Directors*
- *Boys and Girls Club -Board of Members*
- *JO Atwater Award Recipient (City of Concord Employee of the year 2017-18)*
- *City of New Orleans City Council Government Role Model Award 2003*
- *Past President - Concord Afton Sunset Rotary Club (2018-2019)*
- *Leadership Cabarrus, Class of 2014*
- *Fellow, Institute of Politics (Loyola University)*

Harrisburg NC
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t 704-455-5614 f 704-455-1206
harrisburgnc.org facebook.com/harrisburgnc

TOWN OF HARRISBURG
PLANNING AND ZONING BOARD APPLICATION

Name: Jake Carpenter Date of Application: 06 / 05 /20

Home Address: 9161 Kensington Forest Drive, Harrisburg NC 28075

Phone: 980-505-3889 Email Address: jakecarpenter@gmail.com

Fax: N/A

EMPLOYMENT AND EDUCATION

Employer SEPI, Inc.

Address 11020 David Taylor Dr #300, Charlotte, NC 28262

Phone: (704) 714-4880

Email: jcarpenter@sepiinc.com

Occupation: Traffic Engineer

High School East Forsyth High School

College NC State University

Graduate School NC State University

Other

Length of residence in the Town of Harrisburg 2 years 0 months

Are you available to attend meetings at least once a month? (Planning and Zoning Board Meetings are normally conducted on the third Tuesday of the month at 6:00 PM) Yes [✓] No [ ]

Current Civic/Community Participation: Currently serving on the Planning and Zoning Board since December of 2018. Prior to COVID-19 have served as a youth soccer coach in the Odell Recreation Soccer league.

Are you currently serving or have you ever served on a public board or commission? If so, please list below:

Board Harrisburg Planning and Zoning Board Dates 12/18 to current Contact Sushil Nepal

Relevant work (or other) experience related to the Planning and Zoning Commission: I have worked in the transportation engineering industry since 2004 and have significant experience with rezoning hearings, land use plans, and municipal review and approval of developments. I have a deep understanding of traffic analysis and impacts, traffic studies, roadway design, traffic safety, and municipal and NCDOT processes.

Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board: I wish to continue to bring my expertise in traffic and transportation engineering to the P&Z board in order to help serve the Town when navigating the rezoning and developmental approval process as well as represent the Board on any committees requiring this expertise.

Applicant's Signature Jacob Carpenter Digitally signed by Jacob Carpenter Date 06/05/20

Please attach a resume to provide any additional relevant information.

Please return form to:
Janet Rackley
Harrisburg Town Hall
PO Box 100
Harrisburg, NC 28075

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TOWN OF HARRISBURG
PLANNING AND ZONING BOARD APPLICATION

Name: Wendell Fant Date of Application: 5 / 31 / 20

Home Address: 4343 Oldstone Dr., Harrisburg, NC. 28075

Phone: 704.575.3812 Email Address: wendellfant@hotmail.com

Fax: _____

EMPLOYMENT AND EDUCATION

Employer: Central Cabarrus High School
Address: 505 Highway 49 S, Concord, NC. 28075
Phone: (704) 786-0125
Email: wendell.fant@cabarrus.k12.nc.us
Occupation: Teacher

High School: Crescent High School
College: Charleston Southern University
Graduate School: MBA, Webster University
Other: _____

Length of residence in the Town of Harrisburg 1 years 9 months

Are you available to attend meetings at least once a month? (Planning and Zoning Board Meetings are normally conducted on the third Tuesday of the month at 6:00 PM) Yes ☑ No ☐

Current Civic/Community Participation: -Board Chair - Salisbury Community Action Agency
-Board Member - Logan Day Care

Are you currently serving or have you ever served on a public board or commission? If so, please list below:

Board _____ Dates _____ Contact _____

Relevant work (or other) experience related to the Planning and Zoning Commission: I don't have any current zoning experience, but as a retired Marine Corps Logistics Officer my experience has guided me through many levels of planning that I continue to use while planning small or large scale events.

Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board: I want to be a part of the physical growth of the community with due regard to the public's health, safety and welfare. Harrisburg Is a wonderful place to live and raise a family. This is important work to the community and I want to seve in this capacity.

Applicant's Signature _____ Date _____

Please attach a resume to provide any additional relevant information.

Please return form to:
Janet Rackley
Harrisburg Town Hall
PO Box 100
Harrisburg, NC 28075

Wendell Fant, MBA

4343 Oldstone Dr.
Harrisburg, NC 28075

Phone: 704-575-3812
Email: wendellfant@hotmail.com

Summary

An accomplished, result-oriented professional with a variety of leadership roles. Solid track record in managing complex, pressurized projects with large, dynamic teams. Demonstrable leadership, interpersonal and change management skills. Keen business insight with the ability to ascertain and analyze needs, streamline operations and envision future goals and processes.

Skills:

Technical: Microsoft Office (Excel, Office, Word and PowerPoint) and AS400, SAP & EDI

Experience

Cabarrus County Schools
Teacher- Career Technical Education — September 2015 – Present

- Personal Finance providing students with the basic of understanding how to write a check, budget planning, buying stock and mutual funds and understanding what they are and the differences.
- Accounting – I provide student general understanding of Income Statements, Balance Sheets and Cash Flow where it's a small, medium or large business.
- Microsoft platform (Excel, Access, word and PowerPoint) I am teaching the benefits each and how these skills can enhance and prepare them for the workforce or college.
- Business Law – This class provides a basic understanding of law in the business sector. This class allows the student to explore law as a career.

Fleetmatics
National Fleet Manager Consultant (Charlotte, NC) — April 2015 – September 2015

- Identify potential clients, identify key decision makers and gather business intelligence (e.g. fleet size, current products used, etc.) by conducting web-based research and other data sources.
- Supplement web-based research by conducting outbound calls to determine a) if the business has a need for Fleetmatics products and b) who is the key decision maker in the company and if said decision maker exhibits interest.
- Generate appointments by means of proactive outbound prospecting and lead activity management in an effort to qualify and market our solutions to potential customers.
- Follow up on active prospects within the database of business leads which will result in an appointment with the Sales Representative and the potential client for a live demonstration of Fleetmatics products.

United Rentals
Inside Sales Representative (Charlotte, NC) — January 2014 – March 2015

- Process rental quotations, reservations, and contracts in compliance with the company policies. Average monthly sales $125K plus.
- Proficient with United Rentals computer systems including, but not limited to, Reservation, Phone Log, and quote function.
- Identify and qualify an equipment request while maintaining 95% order accuracy as I satisfy the customer's requirements.
- Negotiate rental prices on equipment in accordance with pricing policies and procedures.
- Coordinate with branch staff to ensure customer satisfaction and on time delivery.

WOS/Merck Pharmaceutical
Customer Accounts Representative (Charlotte, NC) — June 2012 – January 2014

- Reviewed e-mails received in the Procure-to-Pay mailbox and responded to inquiries. Maintained 95% Service Level Agreement of 48 hours.
- Ensured the application of guidelines and statutes, as well as best practices in order to protect the integrity of the procurement process while also serving the needs of the customer.
- Managed defect analyst reporting for accounts that are 30 to 90 dayspast due. Worked to resolve issues and educate the end user about the process, reduced repeat user mistakes by 30%.
- Supported expense management and collaborate with internal partners to successfully submit travel or business expenses the first submission of report.

Wendell Fant, MBA

4343 Oldstone Dr.
Harrisburg, NC 28075

Phone: 704-575-3812
Email: wendellfant@hotmail.com

Premiere Family Health Care/Next Step Family Services
Office Manager (Charlotte, NC) June 2010 – June 2012

- Successfully managed the practice to record profit status while maintaining the strategic goals and objectives of the organization.
- Provided direction and leadership toward the achievement of the organization's philosophy, mission, strategy, and its annual goals and objectives of serving the community health needs.
- Managed account receivables and payables. Coordinated and managed all fiscal and administrative functions.
- Planned, developed, and provided training and staff development programs, using t the following methods: Classroom training, demonstrations, on-the-job training, meetings, conferences, and workshops.

US House of Representatives, NC 8th Congressional District
Deputy District Director (Concord, NC) January 2009 – May 2010

- Assisted with planning and development of local interest groups and city governments about issues such as transportation, housing, and urban revitalization.
- Successfully assisted small businesses with the registration process to do business with the Federal Government.
- Worked with Chambers of Commerce; Small Business Development Centers to connect Small Business and Women Business Centers to opportunities to help their businesses grow; Served as the Military Liaison.
- Supervised staff of 10 in the district offices.

TIAA-CREF
Individual Retirement Consultant (Charlotte, NC) November 2007 – January 2009

- Provided high-quality retirement and financial counseling services in an in-bound call center environment.
- Communicated details of TIAA-CREF retirement plans, after tax investments and insurance products payment flexibility, investment choices and overall retirement and financial issues to individual, institutional and prospective participants

Continental Tire NA
Pricing Analyst/Credit Analyst (Charlotte, NC) August 1999 – November 2006

- Performed market and product comparison research with a $436 million financial accountability.
- Organized a competitive price intelligence process to monitor and gather relative price information.
- Analyzed competitive price adjustments and maintained the replacement price structure.
- Maintained a $1.2 million financial accountability.
- Analyzed credit risk, assigned credit limits to provide appropriate recommendations based on risk/security.

United States Marine Corps. Ready Reserves (Chief Warrant Officer 04-2010)
Officer in Charge Peacetime / Wartime Support Team (Columbia, SC) December 2007 – August 2010

- Responsible for all administrative and operational aspects of the Reserve Detachment to include accountability, welfare, training and morale of Marines
- Maintained Inactive Ready Reserve Marines status for potential mobilization
- Enhanced image of Marine Corps through active participation in community outreach programs

Platoon Commander- Communications Company (Greensboro, NC) October 2006 – December 2007

- Established plans for rapid deployment to ensure mobilization readiness. Managed 75 Marines.
- Established system to measure Marine's skill set to meet requirements for the assigned duty and task.
- Served as Officer in Charge of Physical Fitness to ensure Marines met yearly physical requirements and established remedial program for corrective action.

Logistics/Embarkation Officer (Jacksonville, NC) December 2004 – October 2006

- Collaborated with other departments as necessary to meet customer requirements, to take advantage of sales opportunities or, in the case of shortages, to minimize negative impacts on a business
- Reviewed logistics performance with customers against targets, benchmarks and service agreements.
- Developed and implemented technical project management tools such as plans, schedules, and responsibility and compliance matrices. Ensured all exports are managed so that export compliance regulations were met while also meeting all customer requirements
- 10 plus years of experience in business, logistics and/or freight forwarding

Multi National Force –West Coordinator, Kuwait Air Embarkation Officer. (Kuwait) August 2005 - March 2006

- Operations Center in support of intra theater Airlift Command.

4343 Oldstone Dr.
Harrisburg, NC 28075

Wendell Fant, MBA

Phone: 704-575-3812
Email: wendellfant@hotmail.com

- Coordinated and provided technical expertise during strategic air planning for all Multi National Force
- West deployments and redeployments in support of Operation Iraqi Freedom.
- Provided liaison between Multi National Force-West and subordinate units transportation for all Joint

Education, Training & Certifications & Professional Licenses

Syracuse University (Syracuse, NY)
Entrepreneurship Boot camp for Veterans with Disabilities — July 2011

Webster University (Columbia, SC)
Master of Business Administration

Charleston Southern University (Charleston, SC)
Bachelor of Science in Business

Certification: Six Sigma Yellow Belt

Series 6 & 63 Securities License

North Carolina Life & Health Insurance Licenses

TOWN OF HARRISBURG
PLANNING AND ZONING BOARD APPLICATION

HarrisburgNC
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Name: Kevin Hutchins Date of Application: 05 / 21 / 2020

Home Address: 6156 Maple Leaf Harrisburg NC 28075

Phone: 704-562-2053 Email Address: kevinhutchinskh@gmail.com

Fax: 704-253-4829

EMPLOYMENT AND EDUCATION

Employer Eastwood Homes

Address 2857 Westport Road Charlotte NC 28208

Phone: 704-253-4829

Email: khutchins@eastwoodhomes.com

Occupation: Chief Financial Officer

High School RS Central High School, Rutherfordton NC

College Appalachian State University

Graduate School Appalachian State University

Other

Length of residence in the Town of Harrisburg 14 years 11 months

Are you available to attend meetings at least once a month? (Planning and Zoning Board Meetings are normally conducted on the third Tuesday of the month at 6:00 PM) Yes X No, _____

Current Civic/Community Participation: I currently serve on the board of directors for the YMCA. I have served in that position for three separate terms. Over the years I have served as a youth coach for Harrisburg Youth Assocation and served as the treasurer for FCCA soccer club.

Are you currently serving or have you ever served on a public board or commission? If so, please list below: No public service experience.

Board _____ Dates _____ Contact _____

Relevant work (or other) experience related to the Planning and Zoning Commission: Working at Eastwood Homes for the past 17 years, I have been in the planning side of many communities from the raw land stage all the way to the close out of the community.

Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board: Harrisburg is poised to continue substantial growth in the upcoming decade. Being able to grow at a responsible, sustainable rate is the key to maintaining the beauty of Harrisburg. I offer a unique set of skills that I hope would benefit the community because I can see issues as both a resident of Harrisburg but also from a developer/builder of communities.

Applicant's Signature _____ Date 5-21-2020

Please attach a resume to provide any additional relevant information.

Please return form to:
Janet Rackley
Harrisburg Town Hall
PO Box 100
Harrisburg, NC 28075

6156 Maple Leaf Avenue
Harrisburg, NC 28075

Phone 704-562-2053
kevinhutchinskh@gmail.com

Kevin Hutchins, CPA

Eastwood Homes

Chief Financial Officer July 2010– Present

- Develop all accounting and financing policies
- Secure a $200M syndication line (first in company's history) with lenders
- Develop and maintain working relationships with outside lenders.
- Develop tax planning strategies
- Manage outside/governmental audits
- Develop and prepare annual budget and projections
- Direct cash management activities
- Serve as financial liaison between multiple divisions and executive management/owners
- Serve as strategic finance leader for the company
- Successfully completed a merger/acquisition of a homebuilding operation

Corporate Controller January 2005 - July 2010

- Train and manage accounting and accounts payable staff.
- Ensure accuracy and timeliness of all reporting for multiple divisions.
- Ensure accuracy and timeliness of all financial statements for multiple entities.
- Coordinate outside audits for multiple entities.
- Prepare land acquisition contracts for multiple divisions.

Assistant Controller June 2003 – January 2005

- Ensure accuracy and timeliness of all reporting for multiple divisions.
- Ensure accuracy and timeliness of all financial statements for multiple entities.
- Coordinate outside audits for multiple entities.
- Prepare all month end journal entries.
- Prepare bank reconciliations
- Develop and maintain working relationships with outside lenders.
- Maintain all IT functions.

CohenReznick

Senior Associate June 2002 – May 2003 Charlotte NC

- Supervise and evaluate audit associates during engagements.
- Plan, manage and complete audits and tax returns.
- Communicate with clients and institutional investors concerning issues and deadlines.
- Train new associates in office procedures and software.

Audit Associate August 2000 – May 2002

- Perform audits and tax returns.
- Assist in audit planning.
- Communicate with management on and issues.

Appalachian State University

Master of Business Administration, Fall 1999 – Summer 2000

BSBA Accounting, Fall 1995-Spring 1999

Computer Skills

Microsoft Office Products
Timberline Accounting
WMS Purchasing Software
Business Process Management Software (BPM)

References available upon request

Harrisburg NC
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harrisburgnc.org facebook.com/harrisburgnc

TOWN OF HARRISBURG
PLANNING AND ZONING BOARD APPLICATION

Name: DAVID TRAVIS LAFFRANQUE II Date of Application: 06/05/2020

Home Address: 3852 French Fields Lane, Harrisburg, NC 28075

Phone: 704-222-0076 Email Address: crusion@hotmail.com
david.lafranque@I9sports.com

Fax: N/A

EMPLOYMENT AND EDUCATION

Employer City of Charlotte (CMPD)

Address 601 E. Trade Street, Charlotte, NC 28202

Phone: 980-521-6877

Email: dlafranque@cmpd.org

Occupation: Gang detective / Homeland Security Federal Task Force officer

High School Central High School

College University of North Carolina at Charlotte

Graduate School University of Phoenix

Other Central Piedmont Community College

Length of residence in the Town of Harrisburg 7 years _____ months

Are you available to attend meetings at least once a month? (Planning and Zoning Board Meetings are normally conducted on the third Tuesday of the month at 6:00 PM) Yes ☒ No ☐

Current Civic/Community Participation: "The Queen City Team" - Employee Relations Team (serve as a voice for City employee's for the Charlotte Mecklenburg Police Dept.) Engage with City leaders (Mayor, City Council, etc).

Are you currently serving or have you ever served on a public board or commission? If so, please list below:

Board Charlotte Metro Credit Union Board of Directors (CMCU) Dates May 2013 to present Contact ERIN LANEY 704-375-0183 Ext 342

Relevant work (or other) experience related to the Planning and Zoning Commission:

Owner/CEO - I9sports South Mecklenburg / Chairman of Finance Committee, Chairman of Board Development Committee / Board Treasurer of CMCU

David Travis La Franque II

3852 French Fields Lane ▪ Harrisburg, NC 28075
▪ Mobile: (704) 222-9076
Email: crusion@hotmail.com

SUMMARY OF QUALIFICATIONS

- Over 20 years of professional experience in law enforcement including; investigations, community-based policing and specialized training.
- Professional background in narcotics, gang enforcement, and providing community service.
- Collaboratively work efficiently with State, Federal, and local agencies.
- Develop community-based projects through the use of community-based policing.
- Prepare lesson plans and lecture to students on topics relating to the field of criminal justice.

EDUCATION

03/2008- 08/31/2009 **University of Phoenix** **Phoenix, AZ**
Master's degree
Concentration: Administration of Justice and Securities

08/2004- 06/2007 **University of North Carolina at Charlotte**
Charlotte, NC *Bachelor of Arts*
Major: Criminal Justice

01/2003- 08/2004 **Central Piedmont Community College** **Charlotte, NC**
Associate of Arts
Major: General Education

PROFILE

- Driven to learn and apply new ideas and skills
- Enthusiastic, creative, and willing to assume increased responsibilities
- Able to use critical thinking and judgment with strong problem-solving skills
- Successful in coordinating multiple projects and meeting deadlines under pressure
- Highly competitive, a self starter who is organized disciplined, and goal orientated.

AREAS OF EXPERTISE AND INTEREST

- Vice and Narcotics investigations
- Gang and Firearm investigations
- Interrogation and Interviewing Export
- Testifying in Federal, Superior, and District Court Cases

PROFESSIONAL HONORS

- 2004-2005
  Volunteer of the Year for Right Moves for Youth

PROFESSIONAL TRAININGS

- Rhodes Interviewing School
- Vice Operations
- Investigations
- Advanced Gang Investigations
- North Carolina Gang Investigations Conference
- Highway Drug Interdiction
- Search warrant tactical school
- Racist Skinhead and organized crime Investigations
- Blood and Crips gang Investigations
- Homeland Security Investigations Task Force Officer Course

COMPUTER SKILLS

Proficient with Windows 07(NT), 2007, XP, Microsoft Office, PowerPoint, and Excel.

PROFESSIONAL EXPERIENCE

Board of Director/Treasurer **Charlotte Metro Credit Union**
May 2013 to Present Charlotte, North Carolina

- Responsible for credit union policy
- Planning
- Finance service delivery.
- Chairman of Board Development Committee
- Chairman of the Nominating Committee
- Charmain of the Finance Committee
- Former member of Board Governance Committee

2000 to Present **Charlotte Mecklenburg Police Department**
Charlotte, North Carolina

Gang Detective/Homeland Security Federal Task Force Officer:
March 2010 to Present

- Gang Intelligence Unit (GIU) collects intelligence on area gangs, and uses this information to coordinate gang-related enforcement efforts among the various divisions of the Department.
- As a detective, I gather local and national data on gangs, and this data is kept in the fully searchable GangNet Computer database. Using Gang Net, I have the ability to track down a gang member using almost any characteristic -- address, car, friends etc.
- CMPD also combats gang-related crime through membership in the FBI's Gang Task Force and partnerships with the Bureau

Of Alcohol, Tobacco and Firearms (ATF) and U.S. Immigration and Customs Enforcement. I am responsible for assisting in

the effort to break up the area's Bloods, Crips, MS-13, and Sur 13 gangs throughout the city and county.

Owner/CEO - i9sports South Mecklenburg Franchise

January 30th, 2019 to Present

- Our franchise owners build market share and a loyal following by offering multiple sports, at multiple locations, four seasons a year.
- In addition to registration fees, our youth sports franchise owners generate supplemental revenue from local sponsor advertisements, concessions, merchandise and partnership fees.

Employee Relations team (The Queen's Team)

March 26, 2018 to Present

- Serve as a voice for city employees for the Charlotte Mecklenburg Police Department.
- Engage with city leaders (Mayor, City Council, etc) on key issues such as compensation, benefits, working conditions and efficiency.
- Represent the Charlotte Mecklenburg Police Department and industry to share ideas and make recommendations that could impact colleagues and citizens.

North Tryon Focus Mission Team:

September 2009 to March 2010

- Member of an organized team designed to reduce violent crime in hotspot crime neighborhoods.
- Developed probable cause for narcotics search warrants.
- Conduct undercover narcotics and stolen property purchases.

Criminal Justice Professor **Kaplan College/ Brightwood College**
November 2011 to 2017 Charlotte, North Carolina

- Lecture on topics relating to the field of criminal justice to students.
- Prepare lesion plans and structure assignments for students and staff.
- Organize and facilitate new trends on the ever-changing criminal justice system.

Street Crimes Task Force:

December 2006 to September 2009

- Member of a strategized team composed with Local, State and Federal Agents designed to impact crime trends in crime ridden neighborhoods and target violent offenders.
- Utilized information through the use of informants and drug purchases to execute search warrants.
- Interviewing and sharing information between law enforcement agencies.
- Conducted numerous narcotics investigations that lead to prosecution of violent offenders.

References are available upon request

HarrisburgNC
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harrisburgnc.org facebook.com/harrisburgnc

TOWN OF HARRISBURG
PLANNING AND ZONING BOARD APPLICATION

Name: Andy Rathke Date of Application: 05 / 26 / 20

Home Address: 7739 Woodmere Dr, Harrisburg NC 28075

Phone: 704-773-8920 Email Address: amrathke@gmail.com

Fax: _____

EMPLOYMENT AND EDUCATION

Employer McFarland Construction

Address 831 W Morehead St, Charlotte

Phone: _____

Email: _____

Occupation: Sr Project Manager

High School Charlotte Country Day

College East Carolina Univ

Graduate School Pfeiffer Univ

Other NCGC License

Length of residence in the Town of Harrisburg 12 years 5 months

Are you available to attend meetings at least once a month? (Planning and Zoning Board Meetings are normally conducted on the third Tuesday of the month at 6:00 PM) Yes ☑ No ☐

Current Civic/Community Participation: Harrisburg Planning & Zoning and Board of Adjustement

Harrisburg Business Alliance

Are you currently serving or have you ever served on a public board or commission? If so, please list below:

Board HB P&Z Dates 2008 Contact _____

Relevant work (or other) experience related to the Planning and Zoning Commission: 30 years in Commercial Construction, 15 years in Residential and Commercial land developer.

15 years presenting to the P&Z Board in Indian Trail, Concord, Mt Holly, Lancaster and Rock Hill on behalf of various clients.

Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board: As a long standing member of our community and past Chair of Planning & Zoning Board, I have the best interest in mind to ensure the Board adheres to the Hallup and UDO units current and future layout so that Harrisburg will grow in a sustainable manner.

Applicant's Signature _____ Date 05/26/2020

Please attach a resume to provide any additional relevant information.

Please return form to:
Janet Rackley
Harrisburg Town Hall
PO Box 100
Harrisburg, NC 28075

Harrisburg NC
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t 704-455-5614 f 704-455-1206
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TOWN OF HARRISBURG
PLANNING AND ZONING BOARD APPLICATION

Name: Thelma Thorne-Chapman Date of Application: 06 / 08 / 2020

Home Address: 4852 Sherborne Dr., Harrisburg, NC

Phone: 704-941-9911 Email Address: thelmachapman1@gmail.com

Fax: _____

EMPLOYMENT AND EDUCATION

Employer Retired

Address _____

Phone: _____

Email: _____

Occupation: _____

High School Spring Valley Senior High

College Rockland College, Suffern, NY

Graduate School _____

Other _____

Length of residence in the Town of Harrisburg 14 years 6 months

Are you available to attend meetings at least once a month? (Planning and Zoning Board Meetings are normally conducted on the third Tuesday of the month at 6:00 PM) Yes ☑ No ☐

Current Civic/Community Participation: Harrisburg P&Z Board, Harrisburg, NC, 2009-
President, Clare Haven Homeowners Assn, Harrisburg, NC, 2007-2008
President, Apple Grove Homeowners Assn, Ft. Washington, MD,1999-2005

Are you currently serving or have you ever served on a public board or commission? If so, please list below:

Board Planning & Zoning Dates 2009-Present Contact Sushil Nepal

Relevant work (or other) experience related to the Planning and Zoning Commission:
President, Diversity Council of the Carolinas, Charlotte, NC, 2014 - 2016
President, Clare Haven Homeowner's Association, Harrisburg, NC
President, Apple Grove Homeowner's Association, Ft. Washington MD

Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board:
It is my personal goal and my committed to be involved and work in my community. I enjoy working with others to develop and maintain the best and most diverse community in which we live.

Applicant's Signature Thelma Thorne-Chapman Digitally signed by Thelma Thorne-Chapman Date: 2020.06.05 16:39:29 -04'00' Date 6/8/2020

Please attach a resume to provide any additional relevant information.

Please return form to:
Janet Rackley
Harrisburg Town Hall
PO Box 100
Harrisburg, NC 28075

THELMA THORNE-CHAPMAN

4852 Sherborne Drive
Harrisburg, NC 28075
thelmachapman@ctc.net

301.455.6207 (H) 704.941.9911 (M)

SUMMARY OF QUALIFICATIONS:

Innovative, results oriented professional with experience leading in diversity, human resources and administrative management. Experience managing internal and external operations and communications for government, small nonprofit and large organizations. Broad–based experience in the design, development, and management of strategic programs focused on organizational change and employee work/life enrichment. A consensus builder with a team focus, delivering excellent results, and maintaining effective partner and client relationships.

CAREER ACCOMPLISHMENTS AND AWARDS

- Directed day-to-day operations at all levels for public, private and non-profit organizations
- Recognized as a visionary for the development and implementation of the first multicultural philanthropic Diversity and Work-Life Initiatives for Maryland state government
- Diversity consultant, subject matter expert to Maryland state agencies and other local governments
- 1999 Recipient of the Chesapeake Human Resources Association, James W. Rouse Diversity Award
- Produced numerous annual conferences and events, 1990-2005
- Managed a $2M+ budget with Board of Director level reporting responsibilities
- Responsible for the development of Personnel Policies and Procedures
- Developed the framework for an internal training, talent and leadership University model

PROFESSIONAL EXPERIENCE

ELECTRIC POWER RESEARCH INSTITUTE (EPRI), Charlotte, NC **2009**

Manager, Meetings & Conferences Clearinghouse, 2006 - 2009
Established the meetings and conferences department to execute planning of 400+ internal and external meetings and conferences. Led and managed all related business operations and six full-time staff, 31 administrative planning coordinators, and six external planning contractors.

- Responsible for implementing new online registrations systems
- Developed Standard Operating Procedures (SOPs) to supports the various meetings and conferences
- Negotiated and signed all hotel contracts
- Managed event assignments and employee deployment
- Responsible for maintaining a liaison with external clients and partners
- Developed programs, and processes to support the events and meetings
- Responsible for quality control, client satisfaction and service delivery, and tracking consumption
- Developed and produced staff training involved in planning events

MARYLAND STATE HIGHWAY ADMINISTRATION (SHA), Baltimore, MD **2005**

Deputy Manager, Organizational Development & Manager, Diversity Initiatives, 2003 - 2005
Manager, Diversity and Special Initiatives, 1995 – 2003

- Managed the development and implementation of an internal University model for training and development for employees
- Developed and monitored training initiative to address talent management; recruitment, retention and work-life goals
- Managed a $1.2M training, talent and leadership development budget
- Responsible for the development of core competencies for each employee classification
- Developed a Succession Planning model and Mentors Program
- Provided guidance and advice to internal clients at all levels to ensure programs, policies and practices were accomplished

MARYLAND STATE HIGHWAY ADMINISTRATION (SHA), Baltimore, MD, cont'd **2005**

- Served as principal public information officer promoting organizational initiatives
- Designed, developed, and managed strategic programs and special emphasis events to achieve organizational goals
- Directed annual conferences with 300 – 500 attendees
- Responsible for producing related promotional materials in all media forms
- Responsible for advising and directing an agency-wide Advisory Council
- Liaison for agency-wide employee Affinity Groups

ACADEMY OF STATE & LOCAL GOVERNMENT (ASLG), Washington, DC **1994**
Director of Administration/Treasurer, 1982-1994
Manager of Operations/Treasurer, 1981-1982

A non-profit public policy association providing research, management services and programs to the seven national organizations representing government at the state, county and municipal levels.

- Managed day-to-day administrative and human resource operations
- Managed and administered two investment portfolio funds totaling $5.3M
- Managed the fundraising and marketing efforts for a $2M+ endowment
- Developed and managed an annual operating budget of $2M with reporting responsibility to the Board of Directors and Finance Committee, federal contractors, foundation grantors
- Created and maintained employee personnel policies and procedures manual
- Hired, trained and supervised administrative and technical personnel
- Negotiated and managed employee medical and pension benefits programs, and corporate insurance's
- Developed and produced annual conferences for attorneys nationwide
- Served as program manager for several foundation grants and federal contracts

CBS NEWS, INC., New York, NY **1980**

Manager, Election Operations, 1977-1980
Manager, Clerical and IT Operations, 1976-1977
Supervisor, Election Operations, 1975-1976
Assistant Supervisor, Election Operations, 1973-1975

Managed the research, data collection, analysis, and election coverage of Presidential, Gubernatorial and Senatorial races for 15,000 sample precincts across the country.

- Managed nationwide field research activities, data collection and IT operations
- Responsible for updating field research manuals
- Hired, trained and supervised in-house staff of data coordinators, researchers, IT Technicians, administrative personnel, and over 3,500 external election night reporters

EDUCATION

Rockland College, Suffern, NY
Executive Management Training Program, MD State Highway Administration

PROFESSIONAL DEVELOPMENT

- Member, Meeting Planners International,
- Former member, Board of Directors, Chesapeake Human Resources Association, MD
- Former member, Board of Directors, Washington Financial Management Roundtable
- Former member, Board of Directors, State Services Organization

PROFESSIONAL AFFILIATION AND ACTIVITIES

- Member, Meeting Planners International,
- Member, Society for Human Resources Management
- Member, American Society of Association Executives

MAJOR WORKS PUBLISHED

Maryland State Highway Administration – Eldercare Handbook, 2003
Maryland State Highway Administration - Mentors Program Booklet, 1998
Maryland State Highway Administration - Diversity Brochure, 1996

Video Production:

Diversity Thrives at Maryland State Highway Administration, 1997 – 2003

REFERENCES AVAILABLE UPON REQUEST

TOWN OF HARRISBURG

Agenda Item Details

Title:
Water and Sewer Revenue Bond Financing Discussion

Presenting Personnel:
Brian Lee, Finance Director

Suggested Motion or Action:
No motion necessary.

Description/Background:
The Water and Sewer Utility of the Town of Harrisburg serves over 7,800 customers and based on State and County projections, home-builder sentiment, and all other available trend data, we expect to see growth in that customer count each year moving forward of up to 4% for the next ten years.

The Water and Sewer Fund has $500k in equipment and other capital purchases and over $13M in capital projects either underway or beginning in FY2021. The ten-year CIP and financial model show total capital spending of just over $25M over the remaining nine years of the model. In the latter part of FY2021, the Town is planning to finance over $4.5M of Water and Sewer projects and has $20M remaining to finance over the life of the current CIP. This consists of 22 financing projects with as many as five issuances in a single fiscal year.

The Town currently uses installment financing contracts as the only methodology to finance its water and sewer projects, however, the current methodology has some drawbacks as the Town's water and sewer system grows and the number and size of projects increases as well.

Installment financing contracts are relatively simple, are held by a bank or other financing institution, are collateralized with the physical water and sewer system that was built with the proceeds, have low issuance costs, and have slightly higher interest rates than other financing options. During rapid project construction times using installment contracts, such as the last four to five years, the water and sewer system can become heavily leveraged or pledged, which makes it difficult to undertake additional projects in the future, especially large ones.

Water and Sewer Revenue Bonds are the next level in financing for the Town's water and sewer projects. Revenue bonds are a class of municipal bonds, but differ in what is pledged to collateralize the debt from both installment financing and general obligation bonds.

Installment contracts pledge the asset being financed as the collateral for the loan while General Obligation Bonds pledge the full faith and credit of the taxing authority of the Town to satisfy the payment requirements of those bonds. Water and Sewer Revenue Bonds do not pledge the assets being constructed and the Fund does not have tax or assessment authority to guarantee the repayment of the bonds, so the bond is guaranteed by the future revenues of the entire water and sewer system of the Town.

Bond covenants will require the Town to continue to meet certain financial conditions and the bonds ultimately have the

power to adjust water and sewer rates in order to satisfy the repayment requirements of the Revenue Bond. Revenue bonds also differ from General Obligation bonds, such as the Town's Transportation bonds, in that Revenue bonds are not required to be voted on with a public referendum but can be authorized by Council action and reinforced by LGC and bond counsel approval.

The primary difference in debt structures, as noted above, is based on collateral, or what from the utility is being pledged in relation to the debt, whether that be an asset, the faith of the Town, or guaranteed future revenues. In addition to deleveraging our infrastructure, there are other benefits to converting to a Revenue Bond structure. Revenue bonds are established and authorized with a Master debenture. This agreement sets forth the maximum amount to be financed and the general terms, conditions, guarantees, and provisions of the Town's bond structure. Each year, as needed, we will accumulate several water and sewer projects and issue a Series debenture. The Series issue will be under the umbrella of the Master agreement but will define certain key elements that can and likely will be different for each Series, such as value (amount financed), interest rate, payment terms, and specific covenants, as applicable. In comparison to the traits of an installment financing contract above, Water and Sewer Revenue Bonds are more complex to issue but can be held by a bank or financial institution or can be sold to the public market, are collateralized by the future revenues of the entire Water and Sewer Fund, have higher initial issuance costs, and have much lower interest rates and longer repayment terms available. Buyers of debt are typically much more inclined and motivated to hold interests in a revenue generating system in comparison to physical water and sewer lines buried in the ground. This helps to drive down the interest rate on the debt.

Given the eventual necessity and the current and long-term financial benefits of a conversion to the Water and Sewer Revenue Bond structure, it is staff's recommendation to move forward with this financing methodology for the Water and Sewer Fund, beginning with the FY2021 debt issuance in or about April, 2021.

Recommendation:

Staff is requesting Council support of Town staff to utilize revenue bonds as a form of financing in the Water and Sewer Fund.

Fiscal Impact:

By electing this financing methodology, there is no immediate or direct cost to the Town, however, considerable time will be spent by Finance staff and advisors and bond counsel over the next six months to establish the Master Agreement and facilitate the first Series. Interest costs will be lower than expected under installment contracts and all future Series offerings will have much lower issuance costs than the first.

Attachments:

None