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

June 14, 2021
6:00 PM

AGENDA

1. CALL TO ORDER

A. The Town Hall Council Chambers will be open to the public at our normal capacity level. Masks are required to be worn by the public during the meeting.
The public may also join the meeting via the Zoom platform at the following link:

https://us02web.zoom.us/j/87026625833?pwd=b2d0bkRja21vQ2kwUlBPa05TenpmUT09

Meeting ID# 870 2662 5833
Passcode: 407972

Or join by phone:

312.626.6799 or
929.205.6099

B. AGENDA ADOPTION

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. SPECIAL PRESENTATIONS

1. Recognition of Planning Board and Board of Adjustment Members Lloyd Quay and John Overcash.

2. Farmington Update by Jim Merrifield

3. Presentation on a Review of Stormwater Management Practices as they pertain to Homeowners' Associations

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 May 10, 2021 Town Council meeting.

B. Consider the minutes of the May 10, 2021 Closed Session.

C. Consider the minutes of the May 24, 2021 Special Called Town Council Meeting

D. Consideration of Capital Project Ordinance Amendments

E. Consideration of Public Works Capital Outlay Authorization.

F. Consideration of Contract for Grading Services for the Fire Department Training Site

G. Consideration of Contract for Amusements at July 4th Celebration

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 Highway 49 Corridor Improvement Plan

B. Public Hearing to approve the FY2022 Budget Ordinance, Fee Schedule, Capital Improvement Plan, and Tax Rate

C. Public Hearing to consider the Conditional Rezoning, Zoning Map Amendment and Annexation for of 3 parcels along Hickory Ridge Rd (H2021-03-R).

D. Public Hearing to consider the Conditional Rezoning, Zoning Map Amendment and Annexation of 3 parcels along Plaza Rd Ext, associated with Hooks Landing Subdivision (H2021-02-R).

E. Public Hearing to consider the abandonment of public rights of way associated with Hereford Ln off of Ruth Fidler Drive.

5. OLD BUSINESS

6. NEW BUSINESS

A. Consideration of Appointment of a New Member to the Planning and Zoning Board and Board of Adjustment

B. Consideration of Morehead West Sewer Phase I and Leatherwood PS Decommissioning Project Ordinance Extension

C. Consideration of Approval of the Harrisburg Park Track Replacement Project Contract and related Project Ordinance Amendment

D. Consider appointment of two new members to the Sustainability Advisory Board

E. Discussion on Treatment of HOA Amenity Centers in relation to the Town's waste management services

7. **ACTION ITEMS**

8. **CLOSED SESSION**

9. **ADJOURNMENT**

Town of Harrisburg's Vision Statement

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

TOWN OF HARRISBURG

Agenda Item Details

Title:
Presentation on a Review of Stormwater Management Practices as they pertain to Homeowners' Associations

Presenting Personnel:
Mallory Hodgson, Project Manager

Suggested Motion or Action:
n/a

Description/Background:
At the May 2021 Council meeting, Mayor Sciascia and Mayor Pro-Tem Smith requested a presentation evaluating the Town's process in regards to Stormwater Control Measures, and specifically, ponds and escrow accounts. Staff has prepared a presentation explaining what the processes and procedures are for managing HOA storm water, what other similar communities are doing and areas staff plans to make recommendations for improvement.

Recommendation:
n/a

Fiscal Impact:
n/a

Attachments:
None

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consider the minutes of the May 10, 2021 Town Council meeting.

Presenting Personnel:

Suggested Motion or Action:
Motion to approve the minutes of the May 10, 2021 Town Council meeting.

Description/Background:
N/A

Recommendation:
N/A

Fiscal Impact:
N/A

Attachments:
1. May 10 Minutes

TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, MAY 10, 2021
6:00 PM

MINUTES

This meeting was held in person as well as virtually 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, John Booth, Troy Selberg

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 change to the agenda was proposed:

- Move the April 12 Town Council minutes out of the Consent Agenda to Item 6A.

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

1B.
INVOCATION
Councilmember Russo conducted the invocation.

1C.
PLEDGE OF ALLEGIANCE

1D.
SPECIAL PRESENTATIONS

- S.T.A.R. Award Presentation - The purpose of the Annual Harrisburg "S.T.A.R. Award" (Special Thanks and Recognition Award) is to recognize employees for their contributions to the Town. These contributions go above and beyond the normal scope and responsibilities of the performance of job duties. Nominated by their peers this year are: Mike Kirby, Erin Kegley-Parris, and Diego Martinez. This year's winner is Diego Martinez.
- Presentation of plaque for Town Manager Haynes Brigman
- National Public Works Week Proclamation
- Presentation of the FY2022 Manager's Recommended Budget – Presented by Town Manager, Haynes Brigman.

1E.
PUBLIC COMMENT

- Linda Lentz – 2530 Cedar Cove Drive, Harrisburg – spoke in favor of the proposed Orchid Ridge Subdivision
- Jim Flowers – 7029 Kitty Hawk Lane, Fort Mill, SC – spoke in favor of the proposed Orchid Ridge Subdivision
- Diane Fisher – 2500 Cedar Cove Drive, Harrisburg – spoke in favor of the proposed Orchid Ridge Subdivision

- Bridget Grant – Moore & Van Allen, 100 N. Tryon Street, Charlotte, NC – spoke in favor of the proposed Orchid Ridge Subdivision
- Laura Carriker – 9058 Hickory Ridge Road, Harrisburg- spoke in opposition to the proposed Orchid Ridge Subdivision

2.
CONSENT AGENDA

A. Consider the minutes of the April 12, 2021 Town Council Meeting
B. Consider the minutes of the April 12, 2021 Closed Session
C. Consider the minutes of the April 22, 2021 Budget Workshop
D. Consider the minutes of the April 22, 2021 Closed Session
E. Set a public hearing for June 14, 2021 to consider the adoption of the Highway 49 Corridor Improvement Plan
F. Consider resolution on the administration of small underpayments and overpayments of Ad Valorem taxes
G. Set a public hearing for June 14, 2021 to consider the FY2022 proposed Budget Ordinance, Fee Schedule, Capital Improvement Plan and Tax Rate
H. Set a public hearing for June 14, 2021 to consider the annexation of three parcels along Hickory Ridge Road, associated with rezoning request H2021-03 R
I. Set a public hearing for June 14, 2021 to consider the annexation of three parcels along Plaza Road Ext., associated with Hooks Landing rezoning request H2021-02 R
J. Set a public hearing for June 14, 2021 to consider the abandonment of public rights of way associated with Hereford Lane off Ruth Fidler Drive

MOTION:
Councilmember Selberg made a motion to approve the Consent Agenda minus 2A that was moved to New Business earlier. Second was made by Councilmember Russo. **The motion passed 7-0.**

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

- Commended Parks and Recreation staff for the first concert in the Rockin' the Burg concert series that was held on Saturday. We had about 500 in attendance, and it was a great event. The next one will be held on June 12 and that will be the Charlotte Symphony. Currently have about 700 pre-registered for it.
- We have four new hires in the Fire Department that are finishing up recruit school: Jason Fistick, Blaine Turner, Noah Goodman, Harley Whitham.
- Have had several promotions in the Fire Department recently. These have been promotions to Firefighter II or Firefighter/Advanced EMT. Promotions were achieved by Cody Powell, Alan Janove, Chris Carter, Khoi Le, and Nicholas Tompkins.
- Service awards given this year are: for five years of service – Chad Furr, Erin Kegley-Parris, Wendell Jolly, Jr., Jason Patrick, Clint Collins, Robert Donham; for ten years of service – Corey Jones, Brock South, Mike Kirby Jr.; for fifteen years of service – Jason Walker, Jon Ritchie, Shawn Marble.
- Thanked Council for the plaque that was presented to him tonight. He wishes the Town nothing but the best in the future. Thanked staff and is very proud of everything we have accomplished.

Finance Report:

- Finance Director Brian Lee presented the Finance report.

Law Enforcement Update:

- Lt. Chris Measimer presented the Law enforcement report.

3B.
COMMUNICATIONS
MAYOR'S COMMENTS

- Has talked with the Hickory Ridge High School track coach and he would like to have a partnership with the Town to try to raise money to turf the field and rubberize the track there. Mayor would like to create a committee to work to figure out how to raise the necessary funds for this project. He also has contacted the

School Board to see if there is a possibility of naming rights for the field. Asked if anyone on Council would like to be involved with the committee. Mayor Pro-Tem Smith volunteered to serve. Councilmember Selberg suggested they nominate someone from the Harrisburg Business Alliance to serve as well. He will bring that recommendation back to Council next month.

- Would like to talk about evaluating the detention pond process we have now, and maybe look around at others in the area to see what they are doing. The detention pond maintenance is the largest part of the HOA fees in Blume and the HOAs really do not understand how to properly maintain the ponds.

MOTION:
Mayor Pro-Tem Smith made a motion to direct staff to investigate what others in the area are doing and evaluate the detention pond process, then bring back recommendations to Council. Second was made by Councilmember Dellinger. **The motion passed 7-0.**

- Recruitment firms for Town Manager – asked for an update. Councilmember Staton-Williams gave an update on the interviews that were held with the proposed firms and discussions that were held. Councilmembers Staton-Williams, Selberg and Dellinger were in attendance for these as well as Tihisha Sharif. She stated that they agreed on moving forward with Development Associates. Councilmember Dellinger objected and stated that he is still waiting on references to come in and his understanding was that they would make the decision after getting all the references. They should all be in by Thursday. Councilmembers Staton-Williams and Selberg stated that they agreed to move forward with Development Associates, but to go ahead and get the references. There was some discussion back and forth on this with both sides disagreeing with the other on where they stand on this.

MOTION:
Councilmember Selberg made a motion to approve moving forward with Development Associates. Second was made by Councilmember Staton-Williams.

More discussion followed. Mayor Pro-Tem Smith stated that this feels like an ambush and we should wait for the rest of the references. Councilmember Patrick would like to have a written recap of the interviews with these firms to review before making a decision.

Councilmember Selberg agreed to amend his motion:

AMENDED MOTION:
Councilmember Selberg made a motion to approve moving forward with Development Associates, contingent upon the references that are still coming in being favorable. Second was made by Councilmember Staton-Williams. **The motion passed 4-3 (Mayor Pro-Tem Smith, Councilmembers Dellinger, Patrick voting against).**

Councilmember Dellinger will send everyone the information he has received so far tonight.

- The Mayor read the following statement provided by Rich Koch, the Town Attorney:

  The employment of Town Manager, Haynes Brigman, will be ending on May 31, 2021, with Mr. Brigman leaving employment with the Town voluntarily. Mr. Brigman's personnel file is confidential under N.C. General Statute §160A-168(c), except for dates of service, position, salary, and the dates of any changes in those. A violation of this statute is a criminal offense.

  Because of this statute, matters concerning Town personnel are typically discussed in Closed Session of the Town Council. This is specifically provided for in N.C. General Statute §413-318.11(a)(6), as one of the exceptions to the Open Meetings Law. However, if a settlement with an employee is reached, and the document is reduced to writing, the document becomes a public record and has to be announced in open session pursuant to N.C. General Statute §413-318(a)(3).

  During Closed Session of the April 12th Town Council meeting the Town Council voted to enter into a Separation Agreement with Mr. Brigman.

In light of certain events that may have occurred between Mr. Brigman as Town Manager and different members of the Town Council over a period of time, the Town determined that it was in its best interest to enter into an agreement with Mr. Brigman and obtain a release of any claims by Mr. Brigman against the Town.

By entering into an agreement, the Town does not admit any liability, saves itself the expense of a potential lawsuit, including attorney's fees, and avoids a possible adverse result. Mr. Brigman's Employment Contract with the Town also provides him a severance payment of 10-months of salary and benefits should any adverse action of the Town be taken against him.

In addition, the agreement with Mr. Brigman allows both parties to end his employment with the Town in a cordial and positive manner and prevents either party from disparaging the other orally or in writing in public moving forward.

3C.
COMMUNICATIONS
COUNCIL'S COMMENTS

Councilmember Selberg

- Thanked Town Manager Haynes Brigman for his service to the Town and apologized for other Council members for the way he was treated.

Councilmember Dellinger

- UDO workshop to be held tomorrow – encouraged residents to attend and give their comments.
- Congratulated the S.T.A.R. Award nominees and this year's winner.
- Thanked the Public Works Department for the job they do for the Town.
- Thanked Town Manager Haynes Brigman for his service to the Town.

Councilmember Staton-Williams

- The Healthcare Equity Survey is still out there online, and she encouraged everyone to complete it.
- The Harrisburg Multi-Cultural Committee held a food drive April 1-22 and during that time 775 cans of food were donated along with 220 food packages and 100 hygiene products. Thanked the community for their participation.
- The Art Walk Scholarship deadline has been extended to June 1st. Encouraged anyone who is interested to apply.

Councilmember Russo

- Had a request from a resident to add disc golf to one of our parks. He has contacted Parks and Recreation Director Jim Spina to investigate this.
- Thanked Town Manager Haynes Brigman for his service to the Town.

Councilmember Selberg

- The Centralina Regional Council is working on CONNECT, a transportation initiative. This has been ongoing for about 7 years. He encouraged residents to look at his social media for reports and updates on this.

Mayor Pro-Tem Smith

- Currently there are two new deputies proposed in the FY2022 budget for mid-year hire (January 2022). The following motion was made:

  MOTION:
  Mayor Pro-Tem Smith made a motion to reconsider adding the two law enforcement officers at the beginning of the fiscal year (July 2021) instead of in January. Second was made by Councilmember Dellinger. **The motion failed 3-4 (Councilmembers Booth, Russo, Selberg and Staton-Williams voting against).**

Councilmember Staton-Williams

- Thanked Town Manager Haynes Brigman for his service to the Town and for all he did for her as a new Councilmember.

Mayor Pro-Tem Smith

- Thanked Town Manager Haynes Brigman for his service to the Town. The Town has benefitted from all he has done, and we would not be where we are today without his leadership. Sad he has turned in his resignation.

Councilmember Booth

- Thanked Town Manager Haynes Brigman for his hard work and dedication to the Town.

4A.
PUBLIC HEARING
None

5A.
OLD BUSINESS
Consideration of Conditional Rezoning, Zoning Map Amendment and Annexation for Orchid Ridge Subdivision (H2020-03 R). DR Horton, Inc. on behalf of the property owners of parcels 5515-6839-76; 5515-7755-96; 5515-6789-55; 5515-7825-98; 5515-8952-26; 5515-8850-53 and 5525-0761-70 has submitted a request to rezone approximately 352.11 acres of land located off Hickory Ridge Road and Lower Rocky River Road. The applicant proposes to develop 459 single-family detached residential dwellings, including a combination of 60 feet wide lots (227) and 70 feet wide lots (232). To achieve this, the applicant is requesting that the property be rezoned from County CR (Countryside Residential) to CZ-RL (Conditional Zoning Residential Low Density) utilizing Conservation Design guidelines. The proposed gross density of the site is 1.33 dwelling units per acre.

The property is in the County, and the applicant has also submitted a Petition requesting Annexation for the subject property which is non-contiguous to the current Town of Harrisburg corporate limits. A Town Council public hearing for the rezoning and annexation was held on April 12, 2021.

A staff report is provided for more information and a site plan is provided for Council consideration. If approved, staff will continue reviewing the site plan in accordance with our Unified Development Ordinance (UDO) during the subsequent Preliminary Plat and Construction Document (CDs) reviews.

Staff is recommending approving the rezoning and annexation request with the following conditions:

1. Applicant agrees to obtain any and all applicable local, state and federal permits required for development before any development activity can take place.
2. Applicant agrees to restrict primary cladding materials for all residential buildings to masonry or similar products; vinyl siding will not be used.
3. Applicant agrees to install all required improvements as required by the final approved Traffic Impact Analysis (TIA).
4. Applicant agrees to provide a minimum 8-foot landscape easement (4 feet on each side of the property line, existing tree save or newly planted) for residential lots sharing a rear property line.
5. Applicant agrees to provide a suitable location for the new Fire Station on Lower Rocky River Road.
6. Applicant agrees to protect the Blackwelder Natural Heritage Site to the greatest extent possible as identified in the Natural Heritage Survey.
7. Applicant agrees to acquire and dedicate 25-foot public greenway easement along the entirety of the off-site sewer easement connecting the subdivision to Reedy Creek Greenway.
8. Applicant agrees that there will be no exposed concrete foundations and that siding and/or other material must extend to the ground level on all side of the homes.
9. Applicant agrees mailbox clusters shall meet ADA Standards at a minimum.
10. Applicant agrees to provide a tree survey identifying all existing heritage trees on site during the Preliminary Plat review and approval. Applicant agrees to the mitigation/replacement of identified heritage trees (during Preliminary Plat) if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
11. Applicant agrees that all ponds shall be wet detention ponds with fountains. Ponds shall be designed such that there is a minimum depth of 10’ over at least 25% of the permanent pool area.
12. Applicant agrees Phase 2 shall include the entirety of connection from Hickory Ridge Road to Lower Rocky River Road prior to the 173rd lot platted for Phase 2. No lots in Phase 3 shall be platted prior to the completion of the connection.

13. Applicant agrees that all streets should be to the Town of Harrisburg Engineering Design standards, alternate pavement schedule is not allowable. Roadways cross sections will be reviewed and approved at the construction document phase.
14. The Applicant agrees to provide berms along Hickory Ridge Road and Lower Rocky River Road. The berm may be eliminated subject to staff approval where existing vegetation provides sufficient screening.
15. The Applicant agrees to provide enhanced pedestrian crosswalks at multi-use path crossings and leading to the amenity areas subject to staff approval.
16. Applicant agrees to provide a 10% rental cap contingent upon further evaluation of impacts on mortgage lending criteria; final decision on the rental cap to be determined during the preliminary plat review and approval.
17. Applicant agrees to evaluate potential sidewalk connection along Hickory Ridge Road to Hickory Ridge Elementary School prior to issuance of building permits in Phase 3 and contingent upon feasibility, including but not limited to coordination between the Town and NCDOT, NCDOT approval, right of way availability, subsequent approved developments along the corridor, and existing conditions.

Presentations were made by Planning and Economic Development Director Sushil Nepal, and Bridget Grant from Moore & Van Allen.

Questions and discussion included reduced BMPs, easements for water and sewer, construction entrances, the large number of homes and how that impacts the schools, UDO requirements, traffic, conservation, heritage trees, etc.

After some discussion, the following action was taken:

MOTION:
Councilmember Booth made a motion to approve the Conditional Rezoning, Zoning Map Amendment and Annexation for Orchid Ridge Subdivision H-2020-03 (R) as presented. Second was made by Councilmember Selberg. **The motion passed 5-2 (Councilmembers Dellinger and Patrick voting against).**

The following Consistency Statement was then proposed:

CONSISTENCY STATEMENT:
The proposed rezoning as presented in the staff report and staff presentation both at the last meeting and this meeting, the applicant's presentation at the last meeting, and the site plan and conditions placed on this project, is consistent with the provisions of the Harrisburg Area Land Use Plan and is reasonable and in the public interest.

MOTION:
Councilmember Selberg made a motion to approve the Consistency Statement as presented. Second was made by Councilmember Russo. **The motion passed 6-1 (Councilmember Dellinger voting against).**

5B.
OLD BUSINESS
Consideration of Resolution for the Issuance of $1,650,000 General Obligation Transportation Bonds, Series 2021. With a public voter referendum in November 2017, the Town was authorized to issue $4M of General Obligation Bonds for various transportation improvements.

The first issue under this bond authorization is for $1,650,000, which will cover the cost of issuance plus $1,550,000 in construction costs, consisting of the following projects:

1. FY2020 and FY2021 Street Resurfacing - $1,000,000
2. Caldwell Road Sidewalk addition - $250,000
3. Harris Depot Sidewalk addition - $45,000
4. Various Sidewalk spot additions - $255,000

Approval was provided at the April 12, 2021 Council meeting to issue the private placement bonds with the following terms, which were carried through to the final bond resolution without change:

- $1,650,000 not to exceed total loan value

- 20-year repayment schedule with semi-annual principal plus interest payments
- Interest rate of 2.63%
- Non-Bank Qualified
- Sterling National Bank as the lender
- The final installment payment will be made on May 1, 2041.
- Annual debt service payments of approximately $123,000, decreasing steadily each year after FY2023 to approximately $85,000 in FY2041.

The debt issuance is on the consent agenda for the LGC's May 4th meeting and with approval by Town Council, will be closed on May 26, 2021.

The remaining $2,350,000 in authorized General Obligation bonds must be issued before November 2024.

After some discussion, the following action was taken:

MOTION:
Mayor Pro-Tem Smith made a motion to adopt a resolution for the issuance of $1,650,000 General Obligation Transportation Bonds, Series 2021 for private placement. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

5C.
OLD BUSINESS
Consideration of the Bond Order Authorizing the Issuance of Town of Harrisburg, North Carolina Enterprise Systems Revenue Bond, Series 2021; Authorizing the Approval, Execution and Delivery of Various Documents in Connection with the Issuance of the Bond; Providing for the Issuance of the Bond; and Providing for Certain Other Matters in Connection with the Issuance and Delivery of the Bond. With approval at the October 2020 Town Council meeting, Town staff was authorized to use Revenue Bonds as an available financing methodology for Water and Sewer projects. Many of the Water and Sewer assets that were previously pledged under installment financing contracts were deleveraged as a result of more than an $8M debt refunding that was closed in January 2021.

The bond order has a not to exceed par amount of $4,000,000, which will cover the costs of issuance plus up to $3,900,000 in construction costs, consisting of the following projects:

1. FY2020/2021 Waterline Upgrades - $1,000,000
2. Morehead West Sewer Phase I - $2,115,000*
3. Britley #2 Pump Station Decommission - $250,000
4. Frances Haven and Farmington Pump Station Decommission - $350,000

*The Morehead West Sewer Phase I project is currently being publicly bid due to an insufficient number of responses received for the first bid opening. The amount financed is subject to change, within the total financing package of $4,000,000.

Approval was provided at the April 12, 2021 Council meeting to issue the private placement bonds with the following terms, which were carried through to the Bond Order without change:

- $4,000,000 not to exceed total loan value
- 20-year repayment schedule with semi-annual principal plus interest payments
- Interest rate of 2.72%
- Non-Bank Qualified
- Sterling National Bank as the lender
- The final installment payment will be made on May 1, 2041
- Annual debt service payments of approximately $250,000 for 20 years.

Remaining Steps in the Revenue Bond Process:
- May 13th - Bid Opening for Morehead West Sewer Phase I
- June 1st - LGC considers approving the financing, pending Morehead West contract execution

- June 10th - Deadline to close on the 2021 Bonds
- June 14th - Council considers approval of Morehead West Sewer Phase I construction contract

After some discussion, the following action was taken:

MOTION:
Mayor Pro-Tem Smith made a motion to approve the Bond Order Authorizing the Issuance of Town of Harrisburg, North Carolina Enterprise Systems Revenue Bond, Series 2021; Authorizing the Approval, Execution and Delivery of Various Documents in Connection with the Issuance of the Bond; Providing for the Issuance of the Bond; and Providing for Certain Other Matters in Connection with the Issuance and Delivery of the Bond. Second was made by Councilmember Booth. **The motion passed 7-0.**

5D.
OLD BUSINESS
Consideration of FY2021 Budget Ordinance Amendments for IT Disaster Recovery. As a result of the recent Information Systems virus attack, there are various services and products that are required to fully restore the system and fortify against future attacks.

Two vendors were utilized in an emergency fashion during the outage to help rebuild and restore the system. These amounted to approximately $8,750.

A new physical server is now required, which will also be utilized to review whether any of our data was compromised during the breach. This totals $8,000.

As a result of the attack, the SCADA computer equipment must be replaced, with upgraded software, totaling $20,000.

Moving forward, a firm will install and monitor a system that places protection on each employee's workstation. It also includes 20 hours of labor per month, as needed for a total cost of $3,250, monthly.

A specialized investigation into what data may have been compromised is the last step in returning from the cyber-attack. Staff has selected a forensics group to perform this for the Town. The cost of these services is approximately $6,000.

After some discussion, the following action was taken:

MOTION:
Mayor Pro-Tem Smith made a motion to approve the FY2021 Budget Ordinance Amendments in the amount of $49,250 for IT Disaster Recovery. Second was made by Councilmember Russo. **The motion passed 7-0.**

6A.
NEW BUSINESS
Consider the minutes of the April 12, 2021 Town Council meeting. Councilmember Dellinger had asked that the portion of the meeting discussing the Code of Conduct be transcribed as he feels this conversation will be relevant in the future. Councilmember Booth stated that all the Council meetings are recorded and stored on the Town's website so anyone can listen to them in their entirety at any time. After some discussion, no action was taken.

7.
ACTION ITEMS
- Staff to verify that the Town is not violating general statues in selecting an IT company for disaster recovery services.

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

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

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

9.
ADJOURNMENT:
MOTION:
There being no further business, Mayor Pro-Tem Smith made a motion to adjourn the meeting. Second was made by Councilmember Booth. **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 May 10, 2021 Closed Session.

Presenting Personnel:

Suggested Motion or Action:
Motion to approve the minutes of the May 10, 2021 Closed Session.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:
None

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consider the minutes of the May 24, 2021 Special Called Town Council Meeting

Presenting Personnel:

Suggested Motion or Action:
Motion to approve the minutes of the May 24, 2021 Special Called Town Council Meeting.

Description/Background:
N/A

Recommendation:
N/A

Fiscal Impact:
N/A

Attachments:
1. May 24 Minutes

TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL SPECIAL CALLED MEETING
MONDAY, MAY 24, 2021
HARRISBURG TOWN HALL
6:00 PM

MINUTES

NOTICE
This meeting was held in person as well as teleconferenced via the Zoom platform due to the current COVID-19 situation.

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

ABSENT: Councilmembers John Booth, Diamond Staton-Williams

1.
CALL TO ORDER
Mayor Sciascia called the meeting to order.

2A.
NEW BUSINESS
Developmental Associates, LLC – Discussion concerning the recruitment, screening, and selection process for the position of Town Manager. Dr. Steve Straus from Developmental Associates, LLC walked Council members through the planned steps for recruiting a new Town Manager:

1. Conduct job and organizational analyses to identify expectations and competencies for the position by meeting with Town Council and Department Directors
2. Build a candidate profile and post written job advertisements
3. Conduct targeted recruitment of leading candidates
4. Conduct initial (first) level screen of candidate applications/resumes – will require a closed session meeting with Town Council at this time
5. Conduct second level screening of candidates to include video interviews, Emotional Intelligence testing (EQI), and electronic survey questions (short essays on accomplishments) – will require a closed session meeting with Town Council afterward and Council should be ready at this time to identify up to 5 candidates to invite to the final assessment process
6. Design hiring process
7. Recruit assessors to evaluate the candidates
8. Conduct selection exercises to evaluate the finalists – will require a closed session meeting with Town Council
9. Facilitate final evaluation process by assisting the Council in developing final evaluation strategies and structuring the panel interviews – develop interview questions and evaluation process with the Council
10. Facilitate thorough background investigations
11. Provide executive coaching to the successful candidate

Council was then asked what they felt were the major challenges facing a new Town Manager, and what are some priorities for them. Responses included:

- Working with a divided Council – team building
- Economic Development
- Working through the law enforcement study to determine if and when the Town needs its own police department
- Maintaining livability for current residents
- Widening two-lane roads
- Determining what we want Harrisburg to be

Council was asked what some of the requirements/competencies for the new Town Manager. Responses included:

- Articulate – can make engaging presentations
- Can implement process improvements
- Able to promote the Town well
- Depth of knowledge
- Experience as a Town Manager in a town comparable to Harrisburg
- Master's Degree
- Good personality – this is the face of the Town
- Ability to help employees grow professionally
- Potentially someone with licensure in another profession – law, planning, etc.
- Good communication skills, conflict resolution skills, direct
- Willing to accept failure, leave politics out of it
- Someone who is on top of what is going on at the state level – general assembly
- Creative

Council was asked why someone would want to come to work here?

- Council does not micro-manage on personnel side
- Lots of opportunities here – particularly in Economic Development

Developmental Associates, LLC will meet with Department Directors next week and then send a draft job advertisement to the Council for review at the end of next week. Potential schedule for the next steps in the process:

- Week of June 11 – post job advertisement for 30 days
- Week of July 12 – Initial screen
- Week of July 26 – second screen
- August 12-13 – assessment process

4.
ADJOURNMENT
MOTION:
There being no further business, Councilmember Selberg made a motion to adjourn the meeting with a second from Mayor Pro-Tem Smith. **The motion passed 5-0.**

_____
Steve Sciascia, Mayor

ATTEST:

_____
Janet Rackley, Town Clerk

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Capital Project Ordinance Amendments

Presenting Personnel:
Brian Lee, Finance Director

Suggested Motion or Action:
Motion to approve the Capital Project Ordinance Amendments, as attached.

Description/Background:
Each year, Town staff reviews existing multi-year capital projects and evaluates if their original expiration date is appropriate. During this process this year, the following projects were identified as needing to have extended project lives.

1. Fire Station #2 and Storage/Training Facility Capital Project was originally authorized by Town Council as part of the FY2017 Capital Improvement Plan and Budget Ordinance to cover a span of July 1, 2016 to June 30, 2019. The storage and training facility portion of the project has subsequently been extended to June 30, 2021 while awaiting the construction activity on the Water Tank. Once the Water Tank site is completed in late FY2021, construction of these facilities may begin. Staff is requesting extending the term of the project to June 30, 2022.

2. 1M Gallon Elevated Water Storage Tank was originally authorized by Town Council as part of the FY2019 Capital Improvement Plan and Budget Ordinance to cover a span of July 1, 2018 to June 30, 2020. In order to reduce costs significantly on this project, when the construction portion of the project was bid, the construction timeline was extended from the original projection in order to provide the potential contractors a more flexible project timeline. The last approximately 5% of the project is projected to be completed after June 30, 2021 and in order to provide authorization for the project to proceed past June 30, 2021, staff is requesting extending the term of the project to June 30, 2022.

3. Harrisburg Park Redevelopment - Phase I was originally authorized by Town Council as part of the FY2019 Capital Improvement Plan and Budget Ordinance to cover a span of July 1, 2018 to June 30, 2021. The park is substantially completed, however repairs and expansion of the track will occur in July, 2021. In order to provide authorization for this final work to be completed past June 30, 2021, staff is requesting extending the term of the project to June 30, 2022.

4. FY2020/2021 Waterline Upgrades Project was originally authorized by Town Council as part of the FY2020 Capital Improvement Plan and Budget Ordinance to cover a span of July 1, 2019 to June 30, 2021. The construction is currently underway but is expected to be completed after June 30, 2021. In order to provide authorization for this project to be completed past June 30, 2021, staff is requesting extending the term of the project to June 30, 2022.

5. Storm Water Regional Detention Pond was authorized by Town Council as part of the FY2020 Capital Improvement Plan and Budget Ordinance to cover a span of July 1, 2019 to June 30, 2021. The project is funded with some Town contribution of funds along with development contributions from within Town Center. The project has

received some contributions to date which are held restricted for this project. With Town Center development still being pursued by the property owner, staff recommends extending the project for another two years to allow for adequate development time and then subsequent construction time. Staff is requesting extending the term of project to June 30, 2023.

Recommendation:

Staff recommends approval of these Capital Project Ordinance Amendments, as attached.

Fiscal Impact:

There is no additional fiscal impact to the Town. The amendments only extend the end date of each project to:

1) Fire Station #2 and Storage/Training Facility - June 30, 2022
2) Elevated Water Storage Tank - June 30, 2022
3) Harrisburg Park Redevelopment - June 30, 2022
4) FY2020/2021 Waterline Upgrades - June 30, 2022
5) Storm Water Regional Detention Pond - June 30, 2023

Attachments:

1. Project Amendment - CPF-PS - Fire Station 2 Extension 6.14.2021
2. Project Amendment - CPF-WS - Elevated Water Storage Tank Extension 6.14.2021
3. Project Amendment - CPF-REC - Harrisburg Park Extension 6.14.2021
4. Project Amendment - CPF-WS - FY20-21 Waterline Upgrades Extension 6.14.2021
5. Project Amendment - CPF-SW - Regional Detention Pond Extension 6.14.2021

Harrisburg NC
The right side of opportunity

AN ORDINANCE AMENDING THE 2017-2021 CAPITAL PROJECTS ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the Capital Projects Fund – Public Safety ordinance for the fiscal years beginning July 1, 2016 and ending June 30, 2021:

SECTION 1. To amend the dates of the Capital Projects Fund – Public Safety to the fiscal year beginning July 1, 2016 and ending June 30, 2022 for the following project:

- 2017-2100-007: Fire Station 2 and Training/Storage Building

SECTION 2. Copies of this budget amendment shall be furnished to the Clerk to the Town Council and to the Budget Officer and the Finance Officer for direction.

SECTION 3. That this ordinance shall be effective upon its passage. Adopted this 14th day of June, 2021.

_____
Steve Sciascia, Mayor

ATTEST:

_____
Janet Rackley, Town Clerk

Harrisburg NC
The right side of opportunity

AN ORDINANCE AMENDING THE 2019-2021 CAPITAL PROJECTS ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

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

SECTION 1. To amend the dates of the Capital Projects Fund – Water and Sewer to the fiscal year beginning July 1, 2018 and ending June 30, 2022 for the following project:

- 2019-6000-003: Elevated Water Storage Tank

SECTION 2. Copies of this budget amendment shall be furnished to the Clerk to the Town Council and to the Budget Officer and the Finance Officer for direction.

SECTION 3. That this ordinance shall be effective upon its passage. Adopted this 14th day of June, 2021.

_____
Steve Sciascia, Mayor

ATTEST:

_____
Janet Rackley, Town Clerk

Harrisburg NC
The right side of opportunity

AN ORDINANCE AMENDING THE 2019-2021 CAPITAL PROJECTS ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

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

SECTION 1. To amend the dates of the Capital Projects Fund – Recreation to the fiscal year beginning July 1, 2018 and ending June 30, 2022 for the following project:

- 2019-5000-007: Harrisburg Park Redevelopment – Phase I

SECTION 2. Copies of this budget amendment shall be furnished to the Clerk to the Town Council and to the Budget Officer and the Finance Officer for direction.

SECTION 3. That this ordinance shall be effective upon its passage. Adopted this 14th day of June, 2021.

_____
Steve Sciascia, Mayor

ATTEST:

_____
Janet Rackley, Town Clerk

Harrisburg NC
The right side of opportunity

AN ORDINANCE AMENDING THE 2020-2021 CAPITAL PROJECTS ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the Capital Projects Fund – Water and Sewer ordinance for the fiscal years beginning July 1, 2019 and ending June 30, 2021:

SECTION 1. To amend the dates of the Capital Projects Fund – Water and Sewer to the fiscal year beginning July 1, 2019 and ending June 30, 2022 for the following project:

- 2020-6000-004: FY2020/2021 Waterline Upgrade Project

SECTION 2. Copies of this budget amendment shall be furnished to the Clerk to the Town Council and to the Budget Officer and the Finance Officer for direction.

SECTION 3. That this ordinance shall be effective upon its passage. Adopted this 14th day of June, 2021.

_____
Steve Sciascia, Mayor

ATTEST:

_____
Janet Rackley, Town Clerk

Harrisburg NC
The right side of opportunity

AN ORDINANCE AMENDING THE 2020-2021 CAPITAL PROJECTS ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the Capital Projects Fund – Storm Water ordinance for the fiscal years beginning July 1, 2019 and ending June 30, 2021:

SECTION 1. To amend the dates of the Capital Projects Fund – Storm Water to the fiscal year beginning July 1, 2019 and ending June 30, 2023 for the following project:

- 2020-7000-001: Regional Detention Pond

SECTION 2. Copies of this budget amendment shall be furnished to the Clerk to the Town Council and to the Budget Officer and the Finance Officer for direction.

SECTION 3. That this ordinance shall be effective upon its passage. Adopted this 14th day of June, 2021.

_____
Steve Sciascia, Mayor

ATTEST:

_____
Janet Rackley, Town Clerk

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Public Works Capital Outlay Authorization.

Presenting Personnel:
Robert Donham, Town Engineer

Suggested Motion or Action:
Motion to authorize a Capital expenditure for the Public Works Facility Irrigation System with unused FY2021 capital outlay funds.

Description/Background:
An irrigation system is needed for the Public Works Facility in order to improve the site and reduce annual purchases of grounds maintenance material. Irrigation will address retention of existing vegetation and promote future growth.

This irrigation will satisfy the following general standards for landscaping and buffering found in the Town of Harrisburg Unified Development Ordinance, article 7. The purpose of these landscaping, screening, and buffer requirements is to provide standards that will protect the health, safety and general welfare of the public, enhance property values, improve the appearance of the community, and preserve natural resources, trees, and native plants. Planting yard regulations are established to minimize potential conflicts between abutting developments, enhance the appearance of buildings and create a unified and attractive streetscape. These requirements will be applied to all new development, redevelopment or building expansion projects including streetscaping of rights-of-ways. These minimum requirements will:

Reduce soil erosion and increase infiltration in permeable land areas essential to storm water management and aquifer recharge. Mitigate air, dust, noise, heat and chemical pollution. Reduce the "heat island" effect of impervious surfaces, such as parking lots, by cooling and shading the surface area and breaking up large expanses of pavement. Establish a landscape theme including street trees and streetscape designs to be used throughout the Town to promote the overall character and identity of the community. Address the design of entryways into the Town to express the community's values. Establish a streetscape program. Preserve existing native vegetation as an integral part of the wildlife habitats, and incorporate native plants and ecosystems into landscape design. Promote planting techniques that ensures long term health of plant materials. Screen unsightly equipment or materials from the view of persons on public streets or adjoining properties and buffering from uncomplimentary land uses. Maintain and increase property values by requiring site appropriate landscaping to be incorporated into development that is designed and installed by a qualified landscape professional.

Recommendation:
Staff Recommends approval of the authorization of the Public Works Facility Irrigation System capital expenditure with unused current-year budgeted capital funding.

Fiscal Impact:
The total fiscal impact to the Town is $12,000. The Water and Sewer Fund Capital Outlay account is projected to come in over $200,000 under budget for FY2021, due to the cancellation of the $200k Hickory Ridge Waterline Extension as

well as minor savings on various other projects. Because this existing budget is in place, no amendment is required to fund the installation of an irrigation system at the Public Works Facility.

Project number, if approved:
2021-6000-017

Attachments:
None

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Contract for Grading Services for the Fire Department Training Site

Presenting Personnel:
Bryan Dunn, Fire Chief

Suggested Motion or Action:
Motion to approve the attached contract with Darrell Cody and Sons Grading, Inc. in the amount of $88,500 for grading services for the Station #2 training facility.

Description/Background:
The Project authorization for Fire Station #2 included funding for a training and storage facility on the same site as the new station. Station #2 has been in service and operating fully since April 2019, however, the training and storage portion of the project has been paused in order to allow the construction of the Elevated Water Storage Tank on the property. The Water Tank has been constructed and is substantially completed which allows the training and storage project to resume. If approved, this contract will provide for grading, a concrete pad, and other site preparation services to begin the process of completing the fire department training site.

Recommendation:
Staff recommends approval of the attached contract with Darrell Cody and Sons Grading, Inc. in the amount of $88,500.

Fiscal Impact:
The Training/Storage facility portion of the Station #2 project is currently authorized through 6/30/2021 with an approximate budget of $400,000, all of which has already been financed as part of the station construction. The funds are in an escrow account until such time that we utilize the funds on project-related expenditures.

Additionally, in this June Council meeting, this project is included in the capital project extension requests to extend the project authorization to 6/30/2022.

The attached contract will utilize approximately $88,500 of this project budget, leaving $311,500 for the remainder of the training facility and other miscellaneous site work.

Attachments:
1. Station 2 Training Area Grading Contract

CONTRACT FOR GRADING FIRE TRAINING SITE - HARRISBURG, NC

This Contract is by and between Town of Harrisburg, NC (Owner) and Darrell Cody and Sons Grading, Inc. (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. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. **Grading, storm drainage, and site improvements to the Harrisburg Fire Station 2 for a training facility. The contractor shall install a sixty (60) feet by one hundred (100) feet concrete pad, with a thickness of six inches, final location to be coordinated with the owner. The concrete pad shall be installed on a stone base, using six inches of well graded cushed stone. Contractor shall install a nine (9) feet wide stone base around the Tower as a drive for trucks.**

2. The Site of the Work includes property, easements, and designated work areas generally located at **9331 Rocky River Road, Harrisburg NC 28075.**

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. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Owner.

C. Owner will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. The following which may be delivered or issued on or after the Effective Date of the Contract:

    a. Work Change Directives (EJCDC C-940).

    b. Change Orders (EJCDC C-941).

    c. Field Orders.

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

A. The Work will be substantially completed by December 31, 2021.

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 and meets parameters of Paragraph 3.03.D. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner $150 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.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents, the amount of **$88,500** for all Work.

Item of Work	Quantity	Unit	Unit Price	Total Price
Grading	1	LS	20,000	20,000
Storm Drainage	1	LS	15,000	15,000
Concrete	1	LS	35,000	35,000
Stone	1	LS	14,000	14,000
Total				84,000
Contingency				4,500
Total Contract Price				88,500

ARTICLE 5 - INSURANCE

5.01 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized for business in the state of North Carolina with a minimum AM Best rating of A- or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	Statutory
Employer's Liability:	
Bodily Injury, each Accident	$ 1,000,000
Bodily Injury By Disease, each Employee	$ 1,000,000
Bodily Injury/Disease Aggregate	$ 1,000,000

b. Commercial General Liability:

General Aggregate	$ 2,000,000
Products - Completed Operations Aggregate	$ 1,000,000
Personal and Advertising Injury	$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

c. Automobile Liability herein:

Combined Single Limit of: $ 1,000,000

Annual Aggregate: $ 1,000,000

Include coverage on all owned, hired, and non-owned automobiles.

d. Builders Risk

Contractor to decide amount of coverage needed for the project materials.

B. The contractor shall provide 30 days written notice to the Town before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable. All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the county, its officer, employees, or volunteers.

C. The contractor shall indemnify and hold harmless the Town of Harrisburg, its officers/officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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 at all times maintain good discipline and order at the Site.

C. 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

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

6.04 Subcontractors and Suppliers

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

6.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

6.06 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.

6.07 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 of each and any of them 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.

6.08 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

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

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.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.09 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.

6.10 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.

6.11 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 the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them 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.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 directly.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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;

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 9 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

9.01 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Owner will promptly:

1. Review the subsurface or physical condition in question;
2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
3. Determine whether the condition falls within the differing site condition as stated herein;
4. Obtain any pertinent cost or schedule information from Contractor;
5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

C. After review, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting findings, conclusions, and recommendations, in whole or in part.

ARTICLE 10 - CLAIMS AND DISPUTE RESOLUTION

10.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 11 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

11.01 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.

11.02 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. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 12 - PAYMENTS TO CONTRACTOR

12.01 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.

B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

12.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

12.03 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.

12.04 Final Payment

A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all disputes that Contractor believes are unsettled; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

C. 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.

12.05 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

13.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

13.03 Owner May Terminate for Convenience

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

13.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 14 - CONTRACTOR'S REPRESENTATIONS

14.01 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. 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.

6. 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.

7. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. 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.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 15 - MISCELLANEOUS

15.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

15.02 Limitation of Damages

A. Neither Owner, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

15.03 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

15.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

15.05 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.

15.06 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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:	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)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)	***NOTE TO USER: Use in those states or other jurisdictions where applicable or required.***

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

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Contract for Amusements at July 4th Celebration

Presenting Personnel:
James Spina, Parks and Recreation Director

Suggested Motion or Action:
Motion to approve the attached contract with Palmetto Amusements in the amount of $52,000 for amusements during the July 4th Celebration on July 3rd & 4th.

Description/Background:
The Town has contracted with Palmetto Amusements over the past few years to provide rides and amusements at the Harrisburg July 4th Celebration held annually on July 3rd & 4th. Tickets are required in order to ride and they are sold by the Town to provide a revenue source for the event. The attached contract is for turn-key services which cover delivery, set-up, inspections, permitting, operation and removal of all amusements. The Town is responsible for the power for the amusements.

Recommendation:
Staff recommends approval of the attached contract with Palmetto Amusements in the amount of $52,000 for the amusements for the July 4th event.

Fiscal Impact:
The fiscal impact to the Town is a $52,000. While all $52,000 will be expensed as a part of this event in Fiscal Year 2022, a deposit of $13,500 has been carried forward from the canceled 2020 event toward this total contract price.

Attachments:
1. Contract - July 4th Amusements

Contract Agreement

1. This agreement is between the **Town of Harrisburg's Annual 4th of July celebration at Harrisburg Park**, hereinafter referred to as the **BOOKING PARTY** and **PALMETTO AMUSEMENTS**, hereinafter referred to as the **SUPPLIER**.
2. **SUPPLIER** agrees to provide equipment, etc. as listed in paragraph 3 below for the **BOOKING PARTY'S** event date of **3 July 2021** operational times of **4:00pm-10:00pm** and **4 July 2021** operational times of **4:00pm-11:00pm** . **SUPPLIER** will service the event date rain or shine but reserves the right to cease operation of amusement devices during inclement weather to ensure the safety of the children and the general public. **SUPPLIER** will then resume operations as weather permits during the above scheduled hours.
3. **SUPPLIER** agrees to provide:
    a. Equipment: **See Addendum A.**
    b. Supplier will also supply all staffing for the mechanical attractions. Supplier also will also be responsible for state amusement ride inspection and permitting.Please be advised that Palmetto Amusements reserves the right to manipulate/rotate equipment in the event that a piece of equipment is not available due to a mechanical/safety issue.
4. **BOOKING PARTY** agrees to provide:
    a. Access to the set up site **5 days** prior to the event if needed. Removal of equipment will be concluded no later than 5 days post event date.
    b. Site preparation to include but not limited to: Level surface, identification and marking of any and all hazards/underground utilities/water lines.Lighting of the general area is also the responsibility of the booking party for the safety of the patrons.
    c. In the event of an inclement weather booking party is responsible for damage to the site during extraction of equipment.
    d. Security during operational and non-operational hours.
5. **FINANCIAL TERMS**: The total amount for the items listed in paragraph 3 above is: **$52,000.00**. **SUPPLIER** must receive this signed document and a 50% deposit in the amount of **$26,000.00** within ten (10) business days of the date of this contract, in order for the event date above and the equipment to be guaranteed. The final balance will be due ten (10) business days prior to the event date listed in **Paragraph 2** in the amount of **$26,000.00**.
    a. Contract & Deposit Due Date : **3 May 2021**
    b. Balance Due Date : **4 July 2021**
6. **CANCELLATION POLICY**: The deposit is non-refundable. If **BOOKING PARTY** wishes to reschedule the event for inclement weather all financial agreements expected are still due. However, the event can be rescheduled **within 6 months** of the event date, minimal fees may be incurred due to unrecoverable expenses but a decision to reschedule must be made **72 hours** in advance of the event set up.. Should the **BOOKING PARTY** decide to cancel this agreement, see cancellation fee below:

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

Contract Agreement

Addendum A.

Equipement

Bungee Trampoline	Barrels of Pirates
Helicopter Fun	Tiger bouncer
Carousel	Travel
Berry Go Round	Hotel
Swings	Power
Fun House	Staffing
Spinner	State Inspections
Spin Master	
Sizzler	
Round Up	
Loop o Plane	
Wally's Great Adventure	
Tractor Fun	
Subtotal	**$52,000.00**
Credit from 2020 event	- $13,500.00
	$38,500.00
Deposit Due	**$12,500.00**
Final Balance Due Event	**$26,000.00**

7. ACCEPTANCE OF THIS CONTRACT BY BOOKING PARTY

Supplier Authorized Signature: _____Christy Boscaglia_____ **Date:** _____5/25/2021_____
Electronic Signature

Booking Party Authorized Signature: _____ **Date:** _____
Authorized Representative

TOWN OF HARRISBURG

Agenda Item Details

Title:
Public Hearing to consider the adoption of Highway 49 Corridor Improvement Plan

Presenting Personnel:
Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:
Hold public hearing to consider the adoption of Highway 49 Corridor Improvement Plan.

No action at the June meeting, Final adoption action will be taken during the August meeting.

Description/Background:
Town Council approved the contract in June 2020 to kick-off a year long Planning Process ($74,000 budget) to create a Corridor Improvement Plan for Highway 49.

In 2018, the Harrisburg Town Council adopted the Harrisburg Area Land Use Plan (HALUP), developed in partnership with Cabarrus County. This plan provides the vision and framework for future development of the Town through 2040 and creates a "Strategic Transportation Plan" with one of the top priorities being the improvement to the appearance of the NC49 Corridor.

The goal of the Highway 49 Corridor Plan is to provide solutions and prioritized recommendations for improvements to address access management, safety, streetscape improvements, land use and local policy recommendations to enhance future development and assist the Town in creating a sense of place for the corridor that is unique to the Town.

The plan will be delivered as an online story map, an executive summary will be created using a traditional print format and available to download/print from the website. A DRAFT of the plan is available at https://storymaps.arcgis.com/stories/3df815e5e4fb44f98351afec8a14a8a5

A presentation will be provided to the Town Council on the final DRAFT of the plan at a Public Hearing, adoption action will be at the August 9th meeting.

Recommendation:
Staff recommends holding a public hearing to consider the adoption of Highway 49 Corridor Improvement Plan.

Fiscal Impact:
Adoption of plan does not commit any resources at this time, no fiscal impact.

Attachments:
1. Highway 49 Executive Summary (draft)

DRAFT

Harrisburg NC

The right side of opportunity

Highway 49 Corridor

Executive Summary

The Highway 49 corridor is an essential north-south arterial connecting the City of Charlotte, the Town of Harrisburg, and the City of Concord. The property along the corridor has seen extensive growth and in-fill development over the last decade, and this plan will serve as a guide for Town officials, residents, property owners and developers in making sound land use, infrastructure, design and development decisions within this 4.6-mile corridor.

Project Background

DRAFT

In 2018, the Harrisburg Town Council adopted the Harrisburg Area Land Use Plan (HALUP) prioritizing the creation of a "Strategic Transportation Plan" and "Improving the appearance of NC49 Corridor".

In October 2020, the Town Council adopted a Community Transportation Plan (CTP) providing multi-modal recommendations for the transportation system throughout Town. The goals of the CTP included identify key corridors, creating recommended cross-section designs and providing planning level cost estimates and action plans.

GOALS FOR THE CORRIDOR

Based on discussions with Town staff and feedback received from a virtual public meeting held October 21, 2020, the most-important goals for improving the Highway 49 Corridor are:

- Improving Access
- Improving Safety
- Reducing Congestion
- Undergrounding Overhead Utilities
- Landscaping/Beautification
- Improving Pedestrian Accommodations

EXISTING CONDITIONS

NC Highway 49 is a primary arterial that runs north-south through the Town of Harrisburg with a posted speed of 35mph. The roadway carries two through lanes in each direction for its entire 4.6-mile length, but the typical section varies based on the level of adjacent development.

Most of the corridor coming from the southern end of town is a 5-lane section including a two-way-left-turn-lane (TWLTL). Between Roberta Road and Main Street, the roadway includes a raised concrete median and turn lanes for controlling access to recent development. North of Kings Drive, Highway 49 has a wide, grassed median with few crossovers or turning lanes.

Traffic counts from NCDOT reveal that Highway 49 carries from 26,000 to over 35,000 vehicles per day. NCDOT guidelines show that 24,000 to 28,000 vpd can be accommodated at an acceptable level of service. Traffic at the southern end of town typically exceeds that threshold, notably during rush hour.

Land Use & Development Projects

Due to convenient highway access and proximity to Charlotte, the Town of Harrisburg has seen significant growth over the past ten years and is projected to be one of the top five fastest-growing communities in North Carolina over the next ten. Timmons Group worked with Town staff to incorporate proposed development projects from the Town's web site onto the exhibits developed for this study. These land uses are consistent with the ***Harrisburg Area Land Use Plan*** (adopted in 2018) and reflect the community's expectations for growth within the corridor.

Proposed Improvements

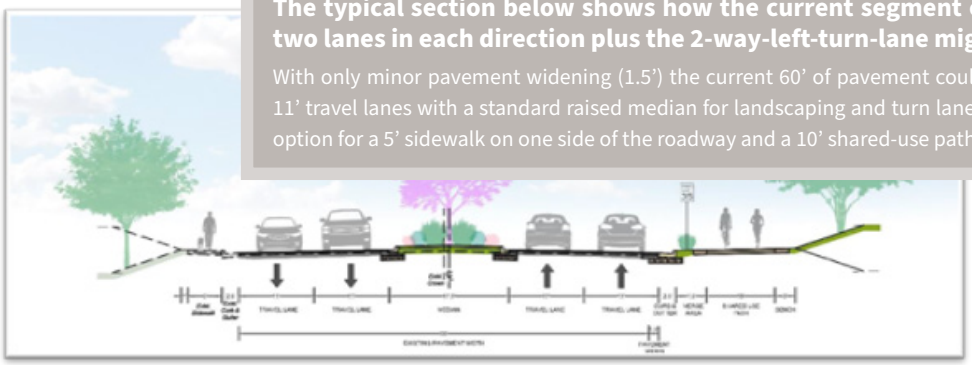
DRAFT

As illustrated on the exhibits developed, various options were considered for improving the Highway 49 corridor through Harrisburg, including:

- Replacing the two-way-left-turn-lane with a raised median to help control access and minimize vehicular conflicts
- Consolidating entrances to minimize conflicts and help preserve capacity
- Adding landscaping throughout the corridor
- Adding a shared-use path along one or both sides of the corridor
- Undergrounding overhead utilities on one or both sides of the corridor

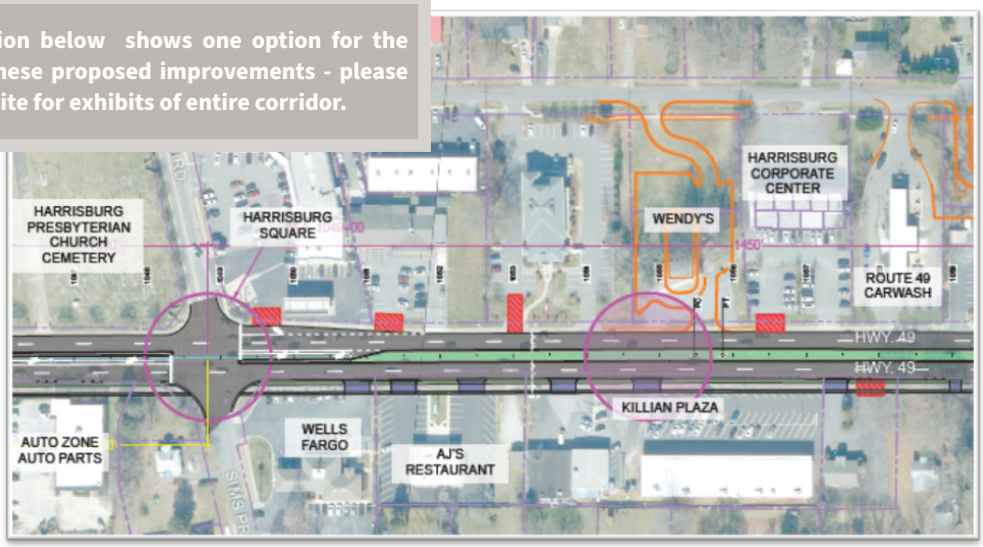
The typical section below shows how the current segment of Highway 49 with two lanes in each direction plus the 2-way-left-turn-lane might be converted.

With only minor pavement widening (1.5') the current 60' of pavement could be repurposed as four 11' travel lanes with a standard raised median for landscaping and turn lanes. This option shows the option for a 5' sidewalk on one side of the roadway and a 10' shared-use path on the other side.



Left: Current Conditions
Right: Proposed Conditions

The sample illustration below shows one option for the implementation of these proposed improvements - please refer to project web site for exhibits of entire corridor.



Corridor Strategies

DRAFT

SHORT-TERM CONCEPTS

As much of the corridor south of Saddle Creek Court (the location of the proposed Harrisburg Rail Station) is already developed, the improvement options all require right-of-way acquisition and utility relocations to implement. As such, the conceptual plans provide the Town with a framework for working with property owners and developers to incorporate some of these improvements as redevelopment occurs within the corridor.

From a budgetary standpoint, the most cost-effective Town-funded option in the short-term would be to provide enhanced landscaping along existing sections of Highway 49 that already have a median.

MID-TERM CONCEPTS

If the Town has the opportunity to secure or accrue funding for more substantive improvements, the conceptual plans can be further developed on a segment-by-segment basis based on the needs of specific areas and/or funding limitations.

Design Process & Public Involvement

After collecting data and discussing potential design options with Town staff, Timmons Group developed conceptual layouts for how these various improvements might look within the corridor. The plan sheets shown below were prepared and shared with Town Council, Planning Board, and the public at a series of meetings on October 21, 2020, January 5, 2021, and February 24, 2021.

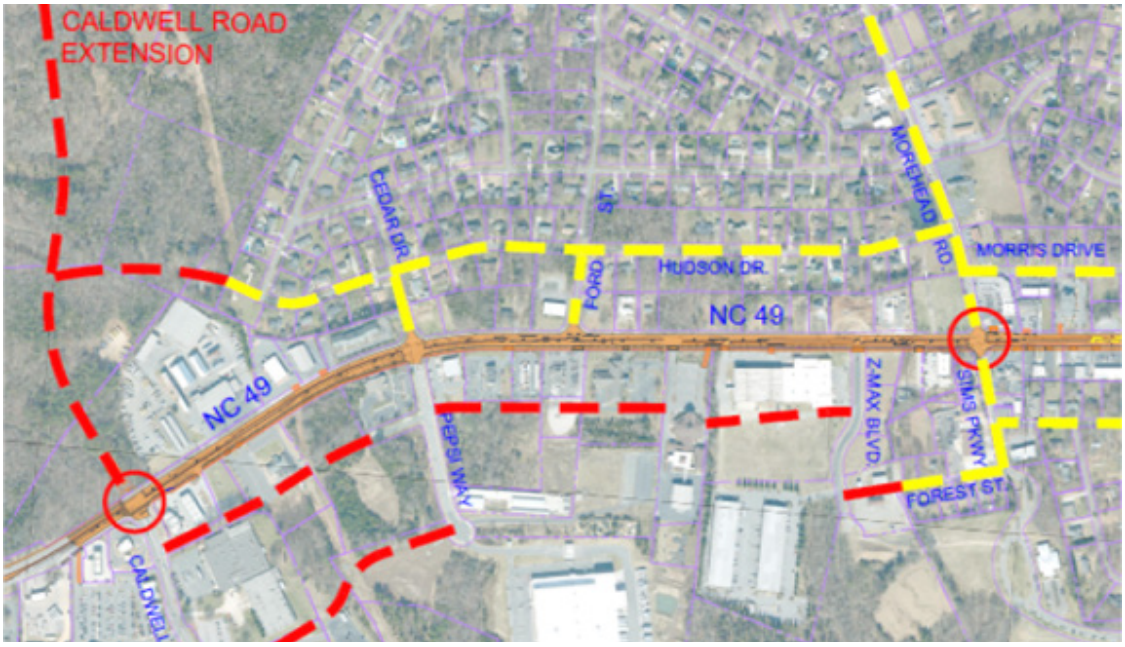
Corridor Strategies

(CONTINUED)

DRAFT

LONG-TERM CONCEPTS

The access management controls created by the proposed median improvements will help to increase safety and preserve traffic capacity within the corridor. But they will also create some localized changes in traffic movements created by U-turning vehicles at the major intersections. The potential impact of these changes can be mitigated by improving the local network of side streets adjacent to the corridor.



Budget

Budgetary estimates have been developed to provide the Town with an order-of-magnitude appraisal of the costs associated with these potential improvements. More detailed estimates will be required as final plans are developed based on specific design options desired by the Town.

DRAFT

BUDGETARY COST ESTIMATES

Based on the elements illustrated on the conceptual plans, improvements to the Highway 49 corridor from 0.2 mile west of Caldwell Road (near Harris Teeter) to 0.2 mile west of Rocky River (near Automotive Anything) - a distance of approximately 2.9 miles - could be expected to cost:

Construction (includes design and contingencies)	$ 28.0 million
Right-of-way acquisition (strip acquisitions only)	$ 5.0 million
Utility adjustments (resolution of conflicts only)	$ 2.5 million

That option includes a shared-use path on one side Highway 49. If the plans were developed to include a shared-use path on both sides of the roadway, the costs could be:

Construction (includes design and contingencies)	$ 29.0 million
Right-of-way acquisition (strip acquisitions only)	$ 7.5 million
Utility adjustments (resolution of conflicts only)	$ 3.5 million

The costs above do not include the undergrounding of all overhead utilities. That alternative would increase the cost of improvements as follows:

Construction (includes underground conduits/duct bank)	$ 32.0 million
Right-of-way acquisition (strip acquisitions only)	$ 5.0 million
Utility relocations (performed as part of Town project)	$ 17.5 million
Utility relocations (if performed by Duke Energy independently)	$ 70.0 million

Beyond the limits of construction described above, enhanced landscaping and signage at both the eastern and western Town limits (where there is already a wide median) could be provided. That would be expected to cost:

Median landscaping (approximately 1.7 miles)	$1.3 to $1.5 million

What's Next?

DRAFT

Town Council will receive a briefing on the conceptual plans and study at their June 2021 meeting and asked to adopt the study at their August 2021 meeting. Once the plan has been adopted, the Town may consider funding for specific elements of the plan and/or work with the development community to implement elements of the plan.

Specific action items may include:

- Review this document with proposed developers and implement improvements and/or dedicate additional right-of-way (where appropriate) on a site-by-site basis
- With all proposed developments, consider the implementation of the shared-use path to help the Town determine whether it would be more beneficial on one or both sides of Highway 49
- Initiate detailed traffic studies at one or more of the following intersections to confirm lane configuration, alternative intersection type and potential right of way requirements:
    - ◊ Caldwell Road
    - ◊ Morehead Road/Sims Parkway
    - ◊ Patricia Avenue/Home Depot Road
    - ◊ School Circle/Home Depot Road
    - ◊ Roberta Road
    - ◊ Main Street
    - ◊ Saddle Creek Court
- Avoid permitting new utilities within the right-of-way unless provisions are included for their future relocation
- Include the evaluation of improvements to parallel and connecting roadways as the ***Community Transportation Plan*** is updated
- Initiate discussions with NCDOT to evaluate future funding opportunities and project prioritization through the State Transportation Improvement Program (STIP) process

TOWN OF HARRISBURG

Agenda Item Details

Title:
Public Hearing to approve the FY2022 Budget Ordinance, Fee Schedule, Capital Improvement Plan, and Tax Rate

Presenting Personnel:
Lee Connor, Assistant Town Manager

Suggested Motion or Action:
Two motions are required:

Motion to approve the Budget Ordinance, Fee Schedule and Capital Improvement Plan as presented.

Motion to set the tax rate for FY2022 as $0.355 per $100 valuation, and to be collected by the Cabarrus County Tax Office.

Description/Background:
In the May Town Council meeting, the budget was presented to the Town Council with the public given an opportunity to ask questions and comment, as well as being made available for public inspection. A public hearing is required to be held to receive additional input from the public. The public hearing will be held and closed at the June Council meeting.

Interim Town Manager, Lee Connor, will provide a budget presentation summarizing the proposed FY2022 budget.

Attached are copies of the Manager's Recommended Budget and the proposed FY2022 budget ordinance, FY2022 schedule of fees and FY2022 CIP. The budget was generated using a tax rate of $0.355 per $100 valuation.

Recommendation:
Staff recommends approval of the attached FY2022 Budget Ordinance, FY2022 Schedule of Fees, FY2022 CIP, and the FY2022 tax rate of $0.355 per $100 valuation.

Fiscal Impact:
N/A

Attachments:
1. FY2022 Budget Ordinance
2. FY2022 Fee Schedule
3. FY2022 CIP

BUDGET ORDINANCE OF THE TOWN OF HARRISBURG FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, as follows:

SECTION 1. The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this Town:

General government:		
Town Council	$	346,040
Town Clerk		77,620
Administration		284,190
Finance		343,270
Human Resources		122,180
Information Technology		143,590
Communications		87,855
Planning and Economic Development:		
Economic Development		93,800
Planning and Zoning		427,980
Engineering		250,375
Public safety:		
Deputies		1,586,050
Fire		6,389,495
Transportation:		
Powell Bill		435,000
Streets		1,678,500
Environmental protection:		
Public Works		1,872,875
Cultural and recreation:		
Parks and Recreation		3,099,560
Debt service		1,812,050
Transfers:		
Capital Reserve Fund - General Fund		1,620,290
Capital Reserve Fund - Economic Development		60,000
Capital Reserve Fund - Recreation		20,000
Contingency appropriation		311,280
Total appropriations	$	21,062,000

SECTION 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Taxes	$	10,044,000
Interest earnings		10,500
Powell Bill		434,500
Sales and franchise tax		4,062,000
Fire unincorporated taxes		1,405,000
Permits and fees		686,500
Sales and services		763,500
Other revenues		227,300
Transfers from Capital Reserve Fund - ED		5,000
Transfers from Capital Reserve Fund - Recreation		20,000
Transfers from Capital Reserve Fund		3,403,700
Total estimated revenues	$	21,062,000

SECTION 3. The following amounts are hereby appropriated in the Capital Reserve Fund – General Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022 in accordance with the chart of accounts heretofore approved for the Town:

Transfer to General Fund	$	3,403,700

SECTION 4. It is estimated that the following revenues will be available in the Capital Reserve Fund – General Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Appropriated fund balance	$	1,778,410
Transfers from General Fund		1,620,290
Interest earnings		5,000
Total estimated revenues	$	3,403,700

SECTION 5. The following amounts are hereby appropriated in the Capital Reserve Fund – Economic Development for the fiscal year beginning July 1, 2021, and ending June 30, 2022 in accordance with the chart of accounts heretofore approved for the Town:

Transfer to General Fund	$	5,000
Contingency		55,500
Total appropriations	$	60,500

SECTION 6. It is estimated that the following revenues will be available in the Capital Reserve Fund – Economic Development for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Transfer from General Fund	$	60,000
Interest earnings		500
Total estimated revenues	$	60,500

SECTION 7. The following amounts are hereby appropriated in the Capital Reserve Fund – Parks & Recreation for the fiscal year beginning July 1, 2021, and ending June 30, 2022 in accordance with the chart of accounts heretofore approved for the Town:

Transfer to General Fund	$ 20,000

SECTION 8. It is estimated that the following revenues will be available in the Capital Reserve Fund – Parks & Recreation for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Transfers from General Fund	$ 20,000

SECTION 9. The following amounts are hereby appropriated in the Special Revenue Fund – Highway 49 Corridor for the year beginning July 1, 2021, and ending June 30, 2022 in accordance with the chart of accounts heretofore approved for the Town:

Construction	$ 500,000

SECTION 10. It is estimated that the following revenues will be available in the Special Revenue Fund – Highway 49 Corridor for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Contribution - Fee in lieu of	$ 500,000

SECTION 11. The following amounts are hereby appropriated in the Capital Projects Fund – Public Safety for the year beginning July 1, 2021, and ending June 30, 2023 in accordance with the chart of accounts heretofore approved for the Town:

Project - 105' Smeal Ladder Fire Truck:	
Construction	$ 1,600,000

SECTION 12. It is estimated that the following revenues will be available in the Capital Projects Fund – Public Safety for the fiscal year beginning July 1, 2021, and ending June 30, 2023:

Project - 105' Smeal Ladder Fire Truck:	
Proceeds from installment financing	$ 1,600,000

SECTION 13. The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the water and sewer utilities for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this Town:

Water and sewer operations	$	8,836,705
Debt service		2,192,550
Transfer to Capital Reserve Fund - Water and Sewer Fund		449,464
Contingency appropriation		252,456
Total appropriations	$	11,731,175

SECTION 14. It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Usage charges:		
Water	$	4,794,000
Sewer		4,161,000
Transfers from:		
Capital Reserve Fund - Water and Sewer Fund		421,500
Capital Reserve Fund - Water and Sewer Fund - Expansion		1,700,000
Other revenues		654,675
Total estimated revenues	$	11,731,175

SECTION 15. The following amounts are hereby appropriated in the Capital Reserve Fund – Water and Sewer Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022 in accordance with the chart of accounts heretofore approved for the Town:

Transfer to Water and Sewer Fund	$	421,500

SECTION 16. It is estimated that the following revenues will be available in the Capital Reserve Fund – Water and Sewer Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Interest earnings	$	5,000
Appropriated Fund Balance		416,500
Total estimated revenues	$	421,500

SECTION 17. The following amounts are hereby appropriated in the Capital Reserve Fund – Water and Sewer – Expansion for the fiscal year beginning July 1, 2021, and ending June 30, 2022 in accordance with the chart of accounts heretofore approved for the Town:

Transfer to Water and Sewer Fund	$	1,700,000
Contingency		29,000
Total appropriations	$	1,729,000

SECTION 18. It is estimated that the following revenues will be available in the Capital Reserve Fund – Water and Sewer - Expansion for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Permits and fees:		
Water system development charges	$	1,020,250
Sewer system development charges		706,750
Interest earnings		2,000
Total estimated revenues	$	1,729,000

SECTION 19. The following capital projects are authorized pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, for the Capital Projects Fund – Water and Sewer. The projects authorized are two waterline upgrades and two sewer pump station decommissionings and shall span the fiscal years beginning July 1, 2021 and ending June 30, 2023.

Project - FY22/23 (Cabarrus Woods) Water Line Upgrades:		
Professional fees		180,000
Construction		1,100,000
Project - Sequoia Hills Drive/Pharr Mill Drive Water Line Upgrades:		
Professional fees		75,000
Construction		300,000
Project - Millbrook Pump Station Decommissioning:		
Professional fees		150,000
Construction		700,000
Project - Orchard Park Pump Station Decommissioning:		
Professional fees		50,000
Construction		150,000
Total appropriations	$	2,705,000

SECTION 20. Revenue Estimates

The Town Council has and does estimate that the following revenues will be available during the fiscal years beginning July 1, 2021 and ending June 30, 2023 as they relate to the Capital Projects Fund – Water and Sewer:

Project - FY22/23 (Cabarrus Woods) Water Line Upgrades:		
Proceeds from installment financing		1,130,000
Transfer from Capital Reserve Fund - Water and Sewer		150,000
Project - Sequoia Hills Drive/Pharr Mill Drive Water Line Upgrades:		
Transfer from Capital Reserve Fund - Water and Sewer		375,000
Project - Millbrook Pump Station Decommissioning:		
Proceeds from installment financing		730,000
Transfer from Capital Reserve Fund - Water and Sewer		120,000
Project - Orchard Park Pump Station Decommissioning:		
Transfer from Capital Reserve Fund - Water and Sewer		200,000
Total estimated revenues	$	2,705,000

SECTION 21. The following amounts are hereby appropriated in the Storm Water Fund for the operation of the storm water mitigation for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this Town:

Storm Water operations	$	546,330
Transfer to Capital Reserve Fund - Storm Water Fund		141,283
Contingency appropriation		16,387
Total appropriations	$	704,000

SECTION 22. It is estimated that the following revenues will be available in the Storm Water Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Storm water fees	$	691,000
Other revenues		13,000
Total estimated revenues	$	704,000

SECTION 23. The following amounts are hereby appropriated in the Capital Reserve Fund – Storm Water Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022 in accordance with the chart of accounts heretofore approved for the Town:

Storm Water	$	250,571

SECTION 24. It is estimated that the following revenues will be available in the Capital Reserve Fund – Storm Water Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Transfer from Storm Water Fund	$	248,071
Interest earnings		2,500
Total estimated revenues	$	250,571

SECTION 25. Tax Levy

There is hereby levied a tax at the following rates per one hundred dollars ($100) valuation of property, as listed for taxes as of January 1, 2020 for the purpose of raising the revenue from current year's property tax, as set forth in the foregoing estimate of revenue.

General Fund

--$ 0.3550

The rate is based on a total valuation of property for the purposes of taxation of $2,849,135,000 and an estimated rate of collection of 99.64%. The estimated rate of collection is based on historical collection trends.

SECTION 26. Funds appropriated in the FY2020-2021 budget and encumbered at June 30, 2021, shall be authorized as part of the FY2021-2022 budget appropriation by adoption of this budget ordinance.

SECTION 27. The Town Manager or a designee is hereby authorized to transfer appropriations as contained herein under the following conditions:

a. Transfers between line item expenditures within a department without limitation and without a report being required. These changes must not result in increases in recurring obligations such as salaries.
b. Interdepartmental transfers in the same fund, not to exceed 5% of the appropriated monies for the department whose allocation is reduced.
c. Inter-fund transfers, which are already established in the budget document, may be accomplished without recourse to the Town Council.
d. Transfers between single-year capital projects in the same fund and shall be reported at the next Town Council meeting.
e. The Town Manager, by designation of Town Council under NC General Statute 159-13, shall be authorized to appropriate and/or transfer up to $50,000 in contingency funds. The transfer must be recorded by budget amendment at the next regularly scheduled Town Council meeting.

SECTION 28. The Town Manager or a designee may make cash advances between funds for periods not to exceed 60 days without reporting to the Town Council. Any advances that extend beyond 60 days must be approved by the Town Council. All advances that will be outstanding at the end of the fiscal year must be approved by the Town Council.

SECTION 29. Copies of this Budget Ordinance shall be furnished to the Clerk to the Town Council and to the Budget Officer and Finance Officer, to be kept on file by them for their direction in the disbursement of funds. No purchases or budget revisions shall be made until reviewed and pre-audited by the Finance Officer.

SECTION 30. The accompanying Schedule of Fees for Fiscal Year 2022 is hereby adopted and all references to these fees in the Town Code of Ordinances are amended to reflect these schedules and fees as appropriate.

SECTION 31. The accompanying Capital Improvement Plan for Fiscal Years 2022 - 2031 is hereby adopted.

SECTION 32. That this ordinance shall be effective upon its passage. Adopted this 14th day of June 2021.

_____

Steve Sciascia, Mayor

ATTEST:

_____

Janet Rackley, Town Clerk

Town of Harrisburg, North Carolina

Schedule of Fees

Fiscal Year 2022

GENERAL FEES	
Copy Machine Fee	$0.25 per copy
Passport Acceptance Fee	$35 per Application
Renewal fee	$7.50 per Application
Electric Vehicle Charging Station	$0.50 per hour
Solicitation Permit Application Fee	$25 per Application
Credit Card Fees	Convenience Fee - $2.00 per transaction Surcharge - 2.00% of amount of charge
Copy of Town Council or Planning and Zoning Board Meeting (DVD)	$5

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

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

PLANNING

Subdivision Case Fees

Annexation Fee	$50 per application
Conveyance Plat	$10 per new lot
Preliminary Plat Review	$1,000 plus $25 per lot
Preliminary Plat	Applicant Appeal to Elected Board - $100
Preliminary Plat	Minor Revision - $500 (no board hearing required)
Preliminary Plat	Major Revision - $1,000 (board hearing required)
Final Plat Review (Major Subdivision)	$200 per map sheet (If a third submittal is required an additional review fee will be collected)
Final Plat Review (Minor Subdivision)	$50 per map sheet (If a third submittal is required an additional review fee will be collected)
Recombination Plats	$50 per map sheet
Letter of Credit Review	$200 + Engineer's cost (Includes partial release requests)
Time Extension for Plat Approval	$150
Sketch Plat Review	$100
Construction Plans	$2,000 plus $50 per acre

ZONING

Zoning Case Fees

Vested Rights	$400
Vested Rights Extension	$150
Zoning Atlas Amendment (Residential - less than 10 acres)	$400 plus $5 per acre
Zoning Atlas Amendment (Residential - 10 or more acres)	$2,500 plus $25 per acre
Combined Residential Rezoning/Preliminary Plat Expedited Request	$4,000 plus $25 per lot
Non-Residential/Mixed Use	$1,000 plus $25 per acre
Text Amendment to UDO	$500
Applicant Appeal to Elected Board	$300 plus advertised costs
Conditional District Rezoning	$2,500 plus $25 per acre*
Appeal to Elected Board by Applicant	$300 plus advertising costs
Re-advertising Cost (due to applicant action)	$200 or cost of advertisements (if greater)
Appeal of Planning and Zoning Board Decision Regarding Architectural Review	$250
Architectural Review	$150
Street Name Change Petition (privately initiated)	$500 + cost of new street sign(s)

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

**Conditional Rezoning Fees are in addition to the base fees for a zoning atlas amendment.*

ZONING

Zoning Permit Fees

Single, Two Family structures and mobile homes	$50
Single Family attached/Multi-Family	$50 plus $5 per unit
Residential Addition/Accessory Structures	$50
Commercial, Institutional and Industrial	$100
Temporary Construction Trailers	$75
Temporary Use Permits	$75
Home Occupation Permits	$75
Certificate of Occupancy - Non-Residential	$75
Certificate of Occupancy - Residential	$50
Zoning Verification Letter	$50
Certificate of Non-Conformity Adjustment	$400
Golf Cart Registration	$20
Sign Permits	
Permanent Sign	$100
Outdoor Advertising Sign (Billboard)	$1,000
Zoning Site Plan Review	
Site Plan Review (If a third submittal is required, an additional fee will be collected)	$500 plus $5 per acre
Board of Adjustment Fees	
Conditional Use Application	$1,000 plus $5 per acre
Variance Application	
Residential	$500
Non-Residential	$600
Appeal of Administrator Decision/Interpretation Request	$250

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

WATER & SEWER

Water and sewer charges shall be as authorized by Code Sections 50.44, 51.30 and 51.31, of the Town Code of Ordinances.

Water & Sewer Rates (Inside Town Limits)

Residential Water Rates	0-2,000 - $11.93 (first 2,000 gallons) 2,001-6,000 - $7.32 per additional 1,000 gallons 6,001-9,000 - $8.49 per additional 1,000 gallons 9,001 and above - $9.78 per additional 1,000 gallons
Residential Sewer Rates	0-2,000 - $9.52 (first 2,000 gallons) 2,001 and above - $8.06 per additional 1,000 gallons
Commercial Water Rates	0-2,000 - $24.57 (first 2,000 gallons) 2,001-15,000 - $8.69 per additional 1,000 gallons 15,001 and above - $10.15 per additional 1,000 gallons
Commercial Sewer Rates	0-2,000 - $16.38 (first 2,000 gallons) 2,001 and above - $9.49 per additional 1,000 gallons

Water & Sewer Rates (Outside Town Limits)

Residential Water Rates	0-2,000 - $17.06 (first 2,000 gallons) 2,001 and above - $11.27 per additional 1,000 gallons
Residential Sewer Rates	0-2,000 - $14.05 (first 2,000 gallons) 2,001 and above - $11.49 per additional 1,000 gallons
Commercial Water Rates	0-2,000 - $35.17 (first 2,000 gallons) 2,001-15,000 - $10.86 per additional 1,000 gallons 15,001 and above - $11.89 per additional 1,000 gallons
Commercial Sewer Rates	0-2,000 - $24.1 (first 2,000 gallons) 2,001 and above - $12.85 per additional 1,000 gallons
Flat Sewer Rates	$60.03

Storm Water Charge

Charge Per Equivalent Residential Unit (ERU)	$5.62 / Month

Other Water and Sewer Charges and Fees

Account Delinquency Fee

Charge for water/sewer account after delinquency due to nonpayment	$100

Late Fee

Late fee (will be charged on accounts with unpaid balances beyond the 15th of the month)	$10

NSF Fee

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

Water and Sewer Deposit/Set-up Fee

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

Meter Test Charges

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

Other Water and Sewer Charges

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

Fees for Violations of Mandatory Water Restrictions (When Applicable)

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

WATER & SEWER

Water Charges

Meter Size (in.)	Water System Development Charges	Facility Charge	Water Meter Delivery Charge	Total	Connection Charge[1]
5/8	$3,710	$520	$0	$4,230	$1,060
1	$9,290	$725	$0	$10,015	$1,110
1 1/2	$18,580	$910	$0	$19,490	$1,800
2	$29,730	$1,345	$0	$31,075	$2,040
3	$59,470	Cost + 10%	$100	To Be Determined	To Be Determined
4	$92,920	Cost + 10%	$100	To Be Determined	To Be Determined
6	$185,850	Cost + 10%	$100	To Be Determined	To Be Determined
8	$297,360	Cost + 10%	$100	To Be Determined	To Be Determined

[1] *Time and Materials. Charges can be waived if connections and services installed by applicant. 3-inch and larger services will be charged on a time and materials basis.*

Sewer Charges

Meter Size (in.)	Sewer Service Size (in.)	Sewer System Development Fees	Connection Charge[2]
5/8	4	$2,570	$1,060
1	4	$6,430	$1,110
1 1/2	4	$12,860	$1,800
2	4	$20,580	$2,040
3	4	$41,160	To Be Determined
4	4	$64,310	To Be Determined
6	4	$128,620	To Be Determined
8	4	$205,800	To Be Determined

[2] *Time and Materials. Charges can be waived if connections and services installed by applicant. 3-inch and larger services will be charged on a time and materials basis.*

Irrigation Service Charges

Meter Size (in.)	Water System Development Charges	Facility Charge	Water Meter Delivery Charge	Total	Connection Charge[1]
5/8" T-Splice	$3,710	$520	$0	$4,230	$0
5'8	$3,710	$520	$0	$4,230	$1,060
1	$9,290	$725	$0	$10,015	$1,110
1 1/2	$18,580	$910	$0	$19,490	$1,800
2	$29,730	$1,345	$0	$31,075	$2,040
3	$59,470	Cost + 10%	$100	To Be Determined	To Be Determined
4	$92,920	Cost + 10%	$100	To Be Determined	To Be Determined
6	$185,850	Cost + 10%	$100	To Be Determined	To Be Determined
8	$297,360	Cost + 10%	$100	To Be Determined	To Be Determined

[1] *Time and Materials. Charges can be waived if connections and services installed by applicant. 3-inch and larger services will be charged on a time and materials basis.*

Temporary Hydrant Meter Charge

Construction use for 60 days or less	
Temporary meter service charge	$200
Security deposit	$1,000
Monthly charges consist of:	
Service charge for meter size	
Usage rates based on meter reading and size	
Hydraulic Fire Flow Testing (per test)	$225

Private Fire Protection Service Charges

Meter Size (in.)	Fee
<4	$52
4	$52
6	$95
8	$145
10	$217
12	$334

Traffic Control

Temporary traffic control for parades, block parties and special events	
Barricades	$5/day
Detour signs	$5/day
Cones	$0.50 each/day

ENGINEERING

Residential Construction Plans

Water and Sewer	$2,500 plus $100/acre of entire site
Roadway and Storm Water System	$2,500 plus $100/acre of entire site
Storm Water Quality and Detention	$2,000 plus $100/acre of entire site

Commercial Construction Plans

Water and Sewer	$2,500 plus $100/acre of entire site
Roadway and Storm Water System	$2,500 plus $100/acre of entire site
Storm Water Quality and Detention	$2,000 plus $100/acre of entire site

Other Engineering Review Fees

Grading Plan	$500 plus $100 per acre
Expedited Review Fee	$2,150 Minor Commercial Plan $6,500 Residential Subdivision/Major Commercial Plan
Revision to Approved Plan	20% of original review fee
Harrisburg Encroachment Application Review	$250
NC Utility Encroachment Application Review	$100
NCDOT Driveway Permit Review	$50
NCDENR - Division of Water Quality Application Review/Execution	$100
NCDENR - Division of Public Water Supply Application Review/Execution	$100
"Letter of Intent to Serve" with Water and Sewer (If the proposed site requires a Water Model be run, the fee will be assessed)	$500
Conditional Re-zoning Plat Review	$200
Preliminary Plat Review	$300

ENGINEERING

Other Engineering Review Fees

Annual Storm Water BMP Inspection/Certification Review	$300
Infrastructure Inspections	
Roadway	$0.50 per foot
Storm Sewer	$0.50 per foot
Water Line	$0.75 per foot
Sanitary Sewer	$0.75 per foot
Final Grading	$25 per acre
Bridge or Culvert, 42" or greater	$10 per foot
Greenway	$0.10 per foot
Lot Grading	
Permit	$250
Inspection	$150
Third Part Testing / Inspections	Actual cost incurred by Town

Review fees cover initial submittal and the second submittal addressing comments. If a third submittal is required, an additional fee will be collected. Fees are due at time of submittal for review to commence.

PARKS & RECREATION

Shelter, Field & Facility Rental

	County	
	Resident/Non-Profit	Non-Resident/For Profit
Small Shelter Rental①		
Hourly Rate	$20	$30
Half Day	$80	$120
Full Day	$120	$180
Large Shelter Rental①		
Hourly Rate	$30	$40
Half Day	$100	$140
Full Day	$140	$200
Field Rental		
Harrisburg Park - Field Rental Per Field Hourly Rate	$25	$50
Stallings Park - Field Rental Per Field Hourly Rate	$25	$50
Light Fee per Field	$15	$25
Harrisburg Park - Amphitheater	$5,000	$10,000

①Refunds of shelter rental fees are subject to a $10 administrative fee.

Note: Hardship Fee may be considered (requires verification and staff approval)

PARKS & RECREATION

Facilities Rental

Municipal Complex①	$25 per hour + Cleaning Deposit (non-refundable)
Meeting space - 800 square feet	Key deposit - $25 (refundable)
Occupancy Max - 50	Set-up/Breakdown & Cleaning Fee - $50
Audio/Visual	$25 (laptop not included)
8 Foot Table	$5 each
6 Foot Table	$4 each
4 Foot Table	$3 each
Chairs	$1.25 each

①Refunds of facilities rental fees are subject to a $10 administrative fee.

Athletics

	County	
	Resident①②	Non-Resident①
Pewee Sports (Age 3/4)	$50	$80
Baseball	$90	$120
Basketball	$90	$120
Cheerleading	$130	$160
Flag Football (Age 5/6)	$90	$120
Football	$160	$190
Soccer	$90	$120
Late Registration Fee	$25	$25

①Refunds of registration fees are subject to a $10 administrative fee.

②There is a $250 per family, per season maximum for all sports registration fees. This $250 maximum does not apply to Pop Warner registration or Out-of-County residents.

Note: Hardship Fee may be considered (requires verification and staff approval)

SplashPad

	Town	
	Resident	Non-Resident
Three (3) Hour Pass	$0.00	$3.00

FIRE

Fire Inspection Program Fees

Periodic Inspection, State Mandated	$0.00 1st and 2nd inspections $25 for the 3rd inspection plus $150 for each violation not corrected
Foster Care Safety Inspection	$25
Group Home Safety Inspection	$25
Daycare State License Inspection	$50
Fire Certificate of Occupancy (Final Inspection)	$50
ABC Permit Inspection	$150

Commercial Building and Site Plan Review Fees

Commercial Plans or Commercial Up-fit Plan Reviews are Done by Square Footage (Sq Ft).

Less than 4,999	$200
5,000 to 9,999	$250
10,000 to 24,999	$350
25,000 to 49,000	$500
50,000 or greater	$0.020 per Sq Ft
Fire Site Review for Rezoning Commercial/Subdivision	$200
Fire Site Review for Commercial / Subdivisions	$200

Note: For Multi-Tenant Buildings, Fees are per Tenant

If a third submittal is required, an additional review fee of $150 will be collected.

Plans Review

Fixed Fire Suppression System (Hood Systems-Ansul)	$200 - plus $100 performance test
Fire Alarm System	$250 - plus $100 performance test
Sprinkler System	$250 - plus $100 performance test
Residential Sprinkler System (1 & 2 Family Dwellings)	$200 - plus $100 performance test
Stand Pipe System	$200 - plus $100 performance test
Fire Pump & Related Equipment	$200 - plus $100 performance test

Note: For Multi-Tenant Buildings, Fees are per Tenant

FIRE

Fire Prevention Education Program Fees

Public Education Events	None
Fire Prevention for Business/Industry	$25 / hour plus Material Cost Reimbursement

Installation, Construction and Operation Permit Fees

Blasting - 90 days	$250 (per site)
Explosive Storage	$200
Carnivals & Fairs	$200
Covered Mall Buildings	$200
Exhibits & Trade Shows	$150 (each)
Fireworks Display: Outdoor/Indoor	$300 (per day)
Pyrotechnical Special Effects Materials	$200
Hydrant Flow Test	$50 (per hydrant)
Spraying & Dipping Operations	$150
Temporary Membrane Structure, Tents/Canopies	$50 (each)
Under/Above Ground Storage Tank Installation, Upgrade or Removal	$200 (per tank)
Fumigation & Thermal Insecticidal Fogging	$150
Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildings	$150 (per vehicle)

FIRE

Fines

Occupying a Structure Without a Certificate of Occupancy	$500 (each day)
Life Safety Violations of Chapter 10 Involving Exit Obstructions as Described in the North Carolina Fire Code	$500 (each)
All Open Burning Violations as Described in the Fire Protection Ordinance	$100 (each)
All Other Violations of the North Carolina Fire Code	$150 (each)
Parking in a Marked Fire Lane	$100
Life Safety Equipment Installed without Permit or Plans	$500

Any system installation prior to plans being reviewed or permit issued will result in fees doubled.

Capital Improvement Plan - FY 2022 - 2031

DEFINITION: The Capital Improvements Plan (CIP) is a ten-year plan identifying the Town's capital outlay and improvement needs. As a long-range plan, the CIP reflects the Town's policy regarding long range public acquisitions or projects in which the cost exceeds $5,000 and the estimated useful life is greater than one year. Capital outlay is defined as any expenditure for vehicles, equipment, buildings, infrastructure, land and land improvements. The CIP outlines present and future public needs and priorities. By providing a planned schedule of more than one year, the CIP is a planning tool designed to aid our policy makers in the acquisition and orderly replacement of capital assets.

CAPITAL IMPROVEMENT PLAN PROCESS: Capital project planning is an ongoing process. The CIP document is updated each year. The need or idea for capital improvements can originate from the Mayor, Council, Citizens or Town staff. These items are compiled into this document and presented to the Town Council each year. Through both the annual planning retreat and the Capital Committee, the Council focuses on prioritizing the first year's expenditures. Adoption of the CIP by the Town Council does not constitute a commitment to fund any particular item, but rather signifies an intention to fund capital outlay at the indicated level during the subsequent years.

FUNCTIONS OF THE CIP: A CIP must be updated each year. Adopting a CIP does not end in the first year. Changing needs and priorities, emergencies, cost changes, mandates and changes in technology all require the CIP to be updated annually. The Town's public facilities, streets, infrastructure, parks, equipment, etc., are constantly in need of repair, replacement or expansion.

Capital Improvement Plan - FY 2022 - 2031
Town-wide Summary

Item	Fiscal Year										Totals
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
Project and acquisition expenditures by function:											
General Fund	3,408,700	3,080,500	2,057,000	9,472,500	3,991,500	1,347,000	2,730,500	18,765,500	2,147,500	1,393,500	48,394,200
Water and Sewer Fund	1,892,500	3,338,000	3,508,000	6,052,000	5,587,000	3,075,000	3,627,500	2,776,000	850,000	170,000	30,876,000
Storm Water Fund	500,000	-	295,000	-	-	-	-	1,000,000	1,050,000	260,000	3,105,000
Total project expenditures	**5,801,200**	**6,418,500**	**5,860,000**	**15,524,500**	**9,578,500**	**4,422,000**	**6,358,000**	**22,541,500**	**4,047,500**	**1,823,500**	**82,375,200**
Financing Sources:											
Operating Fund	220,000	165,000	110,000	165,000	275,000	80,000	220,000	165,000	110,000	165,000	1,675,000
Capital Reserve Fund	1,575,200	2,266,000	2,145,000	1,412,000	1,513,500	1,501,500	1,633,000	908,000	1,982,500	1,201,000	16,137,700
Capital Reserve Fund - Capital Project Fund	955,000	1,110,000	2,065,000	2,015,000	1,015,000	630,000	1,560,000	2,016,000	1,500,000	-	12,866,000
Installment financing	2,616,000	2,440,000	1,100,000	11,490,000	6,330,000	1,763,000	2,495,000	19,000,000	-	-	47,234,000
Grants	-	-	-	-	-	-	-	-	-	-	-
Powell Bill	435,000	437,500	440,000	442,500	445,000	447,500	450,000	452,500	455,000	457,500	4,462,500
Fee in lieu of	-	-	-	-	-	-	-	-	-	-	-
Unfunded	-	-	-	-	-	-	-	-	-	-	-
Total financing sources	**5,801,200**	**6,418,500**	**5,860,000**	**15,524,500**	**9,578,500**	**4,422,000**	**6,358,000**	**22,541,500**	**4,047,500**	**1,823,500**	**82,375,200**

Capital Improvement Plan - FY 2022 - 2031
General Fund Summary

Item	Fiscal Year										Totals
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
Project and acquisition expenditures by function:											
Admin	-	17,500	20,000	250,000	2,000,000	-	-	20,000	22,500	-	2,330,000
IT	10,000	25,000	30,000	-	-	35,000	47,500	-	40,000	-	187,500
Comm	-	-	45,000	125,000	-	-	-	-	-	-	170,000
Engineering	-	40,000	-	45,000	72,000	-	-	45,000	-	50,000	252,000
Total General Government	10,000	82,500	95,000	420,000	2,072,000	35,000	47,500	65,000	62,500	50,000	2,939,500
Planning & Economic Development	-	25,000	35,000	-	20,000	-	-	30,000	40,000	-	150,000
Public Safety	2,157,000	960,500	418,000	965,000	457,500	347,500	1,735,000	17,720,000	195,000	325,000	25,280,500
Environmental Protection	46,000	276,000	70,000	230,000	200,000	60,000	-	115,000	-	280,000	1,277,000
Streets and Transportation	535,000	537,500	540,000	2,932,500	545,000	547,500	550,000	552,500	555,000	557,500	7,852,500
Parks and Recreation	660,700	1,199,000	899,000	4,925,000	697,000	357,000	398,000	283,000	1,295,000	181,000	10,894,700
Total project expenditures	**3,408,700**	**3,080,500**	**2,057,000**	**9,472,500**	**3,991,500**	**1,347,000**	**2,730,500**	**18,765,500**	**2,147,500**	**1,393,500**	**48,394,200**
Financing Sources:											
Operating Fund	220,000	165,000	110,000	165,000	275,000	80,000	220,000	165,000	110,000	165,000	1,675,000
Capital Reserve Fund	1,153,700	1,838,000	1,432,000	1,025,000	1,271,500	819,500	765,500	648,000	1,582,500	771,000	11,306,700
Capital Reserve Fund - Capital Project Fund	-	-	75,000	250,000	-	-	300,000	-	-	-	625,000
Installment financing	1,600,000	640,000	-	7,590,000	2,000,000	-	995,000	17,500,000	-	-	30,325,000
Grants	-	-	-	-	-	-	-	-	-	-	-
Powell Bill	435,000	437,500	440,000	442,500	445,000	447,500	450,000	452,500	455,000	457,500	4,462,500
Fee in lieu of parks	-	-	-	-	-	-	-	-	-	-	-
Other sources	-	-	-	-	-	-	-	-	-	-	-
Total financing sources	**3,408,700**	**3,080,500**	**2,057,000**	**9,472,500**	**3,991,500**	**1,347,000**	**2,730,500**	**18,765,500**	**2,147,500**	**1,393,500**	**48,394,200**

Harrisburg NC
The right side of opportunity

Capital Improvement Plan - FY 2022 - 2031
General Fund - Administration

Item	Project Number	Fiscal Year										Totals
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
Project and acquisition expenditures by function:												
Buildings & Grounds												
Upfit Town Hall, both floors (50% WSF) **(CPF)**		-	-	-	250,000	2,000,000	-	-	-	-	-	2,250,000
Vehicles												
Vehicle 1001 (Taurus) - Not replaced		-	-	-	-	-	-	-	-	-	-	-
Replacement of Vehicle 1006 (Charger) (50% WSF)		-	17,500	-	-	-	-	-	20,000	-	-	37,500
Replacement of Vehicle 1004 (F-150) (50% WSF)		-	-	20,000	-	-	-	-	-	22,500	-	42,500
Total project expenditures		**-**	**17,500**	**20,000**	**250,000**	**2,000,000**	**-**	**-**	**20,000**	**22,500**	**-**	**2,330,000**
Financing Sources:												
Capital Reserve Fund		-	17,500	20,000	-	-	-	-	20,000	22,500	-	80,000
Capital Reserve Fund - Capital Project Fund		-	-	-	250,000	-	-	-	-	-	-	250,000
Installment financing		-	-	-	-	2,000,000	-	-	-	-	-	2,000,000
Grants		-	-	-	-	-	-	-	-	-	-	-
Powell Bill		-	-	-	-	-	-	-	-	-	-	-
Fee in lieu of		-	-	-	-	-	-	-	-	-	-	-
Unfunded		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		**-**	**17,500**	**20,000**	**250,000**	**2,000,000**	**-**	**-**	**20,000**	**22,500**	**-**	**2,330,000**

CPF - The budget and funding for these projects will be shown in the General Fund Capital Projects Fund.

Capital Improvement Plan - FY 2022 - 2031
General Fund - Information Technology

Item	Project Number	Fiscal Year 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Project and acquisition expenditures by function:												
Equipment												
Server Replacement		-	25,000	-	-	-	-	30,000	-	-	-	55,000
Backup & Disaster Recovery		-	-	30,000	-	-	35,000	-	-	40,000	-	105,000
Vehicles												
Used Transit Van - Replaces Charger #1003 (50% WSF)	2022-1175-001	10,000	-	-	-	-	-	17,500	-	-	-	27,500
Total project expenditures		**10,000**	**25,000**	**30,000**	**-**	**-**	**35,000**	**47,500**	**-**	**40,000**	**-**	**187,500**
Financing Sources:												
Capital Reserve Fund		10,000	25,000	30,000	-	-	35,000	47,500	-	40,000	-	187,500
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-
Installment financing		-	-	-	-	-	-	-	-	-	-	-
Grants		-	-	-	-	-	-	-	-	-	-	-
Powell Bill		-	-	-	-	-	-	-	-	-	-	-
Fee in lieu of		-	-	-	-	-	-	-	-	-	-	-
Unfunded		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		**10,000**	**25,000**	**30,000**	**-**	**-**	**35,000**	**47,500**	**-**	**40,000**	**-**	**187,500**

Capital Improvement Plan - FY 2022 - 2031
General Fund - Communications

Item	Project Number	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Project and acquisition expenditures by function:												
Projects												
Wayfinding Signs Update		-	-	45,000	-	-	-	-	-	-	-	45,000
Branded Gateway Sign - Rocky River Road		-	-	-	125,000	-	-	-	-	-	-	125,000
Total project expenditures		**-**	**-**	**45,000**	**125,000**	**-**	**-**	**-**	**-**	**-**	**-**	**170,000**
Financing Sources:												
Capital Reserve Fund		-	-	45,000	125,000	-	-	-	-	-	-	170,000
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-
Installment financing		-	-	-	-	-	-	-	-	-	-	-
Grants		-	-	-	-	-	-	-	-	-	-	-
Powell Bill		-	-	-	-	-	-	-	-	-	-	-
Fee in lieu of		-	-	-	-	-	-	-	-	-	-	-
Unfunded		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		**-**	**-**	**45,000**	**125,000**	**-**	**-**	**-**	**-**	**-**	**-**	**170,000**

Capital Improvement Plan - FY 2022 - 2031
General Fund - Planning & Economic Development

Item	Project Number	Fiscal Year 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Project and acquisition expenditures by function:												
Equipment												
Plotter		-	-	-	-	20,000	-	-	-	-	-	20,000
Vehicles												
Planning Vehicle		-	25,000	-	-	-	-	-	30,000	-	-	55,000
Replacement of Vehicle #13 - P&Z Truck		-	-	35,000	-	-	-	-	-	40,000	-	75,000
Total project expenditures		**-**	**25,000**	**35,000**	**-**	**20,000**	**-**	**-**	**30,000**	**40,000**	**-**	**150,000**
Financing Sources:												
Capital Reserve Fund		-	25,000	35,000	-	20,000	-	-	30,000	40,000	-	150,000
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-
Installment financing		-	-	-	-	-	-	-	-	-	-	-
Grants		-	-	-	-	-	-	-	-	-	-	-
Powell Bill		-	-	-	-	-	-	-	-	-	-	-
Fee in lieu of		-	-	-	-	-	-	-	-	-	-	-
Unfunded		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		**-**	**25,000**	**35,000**	**-**	**20,000**	**-**	**-**	**30,000**	**40,000**	**-**	**150,000**

Capital Improvement Plan - FY 2022 - 2031
General Fund - Engineering

Item	Project Number	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Project and acquisition expenditures by function:												
Equipment												
Plotting Printer/Scanner (50% WSF)		-	-	-	-	10,000	-	-	-	-	-	10,000
Survey Equipment		-	-	-	-	12,000	-	-	-	-	-	12,000
Vehicles												
Vehicle #7018 - 2013 Explorer - Grading		-	-	-	45,000	-	-	-	-	-	50,000	95,000
Vehicle #6000 - 2017 Chevy 1500 Ext Cab - Inspector		-	40,000	-	-	-	-	-	45,000	-	-	85,000
Vehicle - 2020 1500 Pickup Truck - Engineer		-	-	-	-	50,000	-	-	-	-	-	50,000
Total project expenditures		**-**	**40,000**	**-**	**45,000**	**72,000**	**-**	**-**	**45,000**	**-**	**50,000**	**252,000**
Financing Sources:												
Capital Reserve Fund		-	40,000	-	45,000	72,000	-	-	45,000	-	50,000	252,000
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-
Installment financing		-	-	-	-	-	-	-	-	-	-	-
Grants		-	-	-	-	-	-	-	-	-	-	-
Powell Bill		-	-	-	-	-	-	-	-	-	-	-
Fee in lieu of		-	-	-	-	-	-	-	-	-	-	-
Unfunded		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		**-**	**40,000**	**-**	**45,000**	**72,000**	**-**	**-**	**45,000**	**-**	**50,000**	**252,000**

Capital Improvement Plan - FY 2022 - 2031
General Fund - Deputies

Item	Fiscal Year										Totals
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
Project and acquisition expenditures by function:											
Vehicles											
H1 - #4023 - 2020 Ford Explorer	-	-	-	-	55,000	-	-	-	-	-	55,000
H2 - #4022 - 2020 Ford Explorer	-	-	-	-	55,000	-	-	-	-	-	55,000
H3 - #4031 - 2021 Ford Explorer (County)	-	-	-	-	-	55,000	-	-	-	-	55,000
H4 - #4013 - 2015 Dodge Charger	55,000	-	-	-	-	-	55,000	-	-	-	110,000
H5 - #4032 - 2016 Ford Explorer (County)	-	55,000	-	-	-	-	-	55,000	-	-	110,000
H6 - #4026 - 2020 Ford Explorer	-	-	-	-	55,000	-	-	-	-	-	55,000
H7 - #4018 - 2019 Ford Explorer	-	-	-	55,000	-	-	-	-	-	55,000	110,000
H8 - #4001 - 2014 Dodge Charger	55,000	-	-	-	-	-	55,000	-	-	-	110,000
H9 - #4017 - 2019 Ford Explorer	-	-	-	55,000	-	-	-	-	-	55,000	110,000
H10 - #4033 - 2019 Ford Explorer (County)	-	-	-	55,000	-	-	-	-	-	55,000	110,000
H11 - #4025 - 2020 Ford Explorer	-	-	-	-	55,000	-	-	-	-	-	55,000
H12 - #4003 - 2016 Ford Explorer	-	55,000	-	-	-	-	-	55,000	-	-	110,000
H13 - #4014 - 2016 Dodge Charger (County)	-	55,000	-	-	-	-	-	55,000	-	-	110,000
H14 - #4019 - 2018 Ford Explorer	-	-	55,000	-	-	-	-	-	55,000	-	110,000
H15 - #4020 - 2018 Ford Explorer	-	-	55,000	-	-	-	-	-	55,000	-	110,000
H16 - #4021 - 2020 Ford Explorer	-	-	-	-	55,000	-	-	-	-	-	55,000
FY2022 Position Request	55,000	-	-	-	-	-	55,000	-	-	-	110,000
FY2022 Position Request	55,000	-	-	-	-	-	55,000	-	-	-	110,000
2011 BMW Motorcycle	-	-	-	-	-	25,000	-	-	-	-	25,000
Spare - 2007 Ford F250	-	-	-	-	-	-	-	-	-	-	-
Spare - 2012 Dodge Charger	-	-	-	-	-	-	-	-	-	-	-
Spare - 2013 Dodge Charger	-	-	-	-	-	-	-	-	-	-	-
Total project expenditures	**220,000**	**165,000**	**110,000**	**165,000**	**275,000**	**80,000**	**220,000**	**165,000**	**110,000**	**165,000**	**1,675,000**
Financing Sources:											
Operating Fund	220,000	165,000	110,000	165,000	275,000	80,000	220,000	165,000	110,000	165,000	1,675,000
Capital Reserve Fund	-	-	-	-	-	-	-	-	-	-	-
Capital Reserve Fund - Capital Project Fund	-	-	-	-	-	-	-	-	-	-	-
Installment financing	-	-	-	-	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-	-	-	-	-
Powell Bill	-	-	-	-	-	-	-	-	-	-	-
Fee in lieu of	-	-	-	-	-	-	-	-	-	-	-
Unfunded	-	-	-	-	-	-	-	-	-	-	-
Total financing sources	**220,000**	**165,000**	**110,000**	**165,000**	**275,000**	**80,000**	**220,000**	**165,000**	**110,000**	**165,000**	**1,675,000**

Capital Improvement Plan - FY 2022 - 2031
General Fund - Fire Services

Item	Project Number	Fiscal Year 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Project and acquisition expenditures by function:												
Buildings & Grounds												
Fire Station #1 Warning Light	2022-2100-001	60,000	-	-	-	-	-	-	-	-	-	60,000
Fire/Town Training Facility **(CPF)**		-	-	75,000	700,000	-	-	-	-	-	-	775,000
Fire Station #3 Warning Light		-	-	-	60,000	-	-	-	-	-	-	60,000
Land and Construction of Fire Station #1 **(CPF)**		-	-	-	-	-	-	300,000	15,000,000	-	-	15,300,000
Fire Apparatus												
FD101 2005 Engine 2000 Pumper - Reserve **(CPF)**		-	640,000	-	-	-	-	-	-	-	-	640,000
FD102 2020 Spartan Engine 2000 Pumper - Front **(CPF)**		-	-	-	-	-	-	-	-	-	-	-
FD103 2017 Spartan Engine 2000 Pumper - Front **(CPF)**		-	-	-	-	-	-	-	800,000	-	-	800,000
FD106 2013 Spartan Engine 2000 Pumper - Reserve **(CPF)**		-	-	-	-	-	-	-	-	-	-	-
FD201 2005 Spartan 2000 Ladder 105' - Front **(CPF)**	2022-2100-008	1,600,000	-	-	-	-	-	-	-	-	-	1,600,000
New Ladder 105'		-	-	-	-	-	-	-	1,700,000	-	-	1,700,000
FD301 2008 Spartan Rescue **(CPF)**		-	-	-	-	-	-	995,000	-	-	-	995,000
FD401 2007 Chevrolet 175 GPM Brush Unit		-	-	80,000	-	-	-	-	-	-	-	80,000
Equipment												
Replace Portable Radios (5 years)	2020-2100-003	70,000	70,000	80,000	-	-	-	-	-	85,000	85,000	390,000
Replace AEDs	2020-2100-006	20,000	-	-	-	-	-	-	-	-	-	20,000
Advanced Training Manikin	2022-2100-002	10,000	-	-	-	-	-	-	-	-	-	10,000
Utility Vehicle/Golf Cart	2022-2100-003	10,000	-	-	-	-	-	-	-	-	-	10,000
Auto-Pulse CPR Device		-	16,000	-	-	-	-	-	-	-	-	16,000
Update Extrication-Rescue		-	12,000	-	-	-	-	-	-	-	-	12,000
Lawn Mower Station 1		-	8,500	-	-	-	-	-	-	-	-	8,500
SCBA Cascade System - Station #1		-	-	45,000	-	-	-	-	-	-	-	45,000
Replace Air Lifting Bags		-	-	20,000	-	-	-	-	-	-	-	20,000
Update Light Tower & Scene		-	-	8,000	-	-	-	-	-	-	-	8,000
Replace Self-Contained BA		-	-	-	-	157,500	157,500	-	-	-	-	315,000
Replace Struts Rescue		-	-	-	-	25,000	-	-	-	-	-	25,000
Vehicles												
FD602 - 2015 Chevy Silverado - Train Cap	2022-2100-004	49,000	-	-	-	-	-	55,000	-	-	-	104,000
FD702 - 2013 Chevy Silverado - Logistics		-	-	-	-	-	55,000	-	-	-	-	55,000
FD703 - 2007 Chevy Tahoe - Staff Reserve		-	-	-	-	-	-	-	-	-	-	-
FD704 - 1997 Ford F350 - Staff Reserve		-	-	-	-	-	-	-	-	-	-	-
FD705 - 2014 Chevy Suburban - DC		-	-	-	-	-	55,000	55,000	-	-	-	110,000
FD706 - 2016 Chevy Silverado - BC1	2022-2100-007	49,000	-	-	-	-	-	55,000	-	-	-	104,000
FD707 - 2017 Chevy Tahoe - FM		-	49,000	-	-	-	-	-	55,000	-	-	104,000
FD708 - 2019 Dodge Charger - FC		-	-	-	40,000	-	-	-	-	-	45,000	85,000
FD801 - 2008 Ford CrownVic - Inspect Reserve		-	-	-	-	-	-	-	-	-	-	-
FD802 - 2016 Chevy Silverado - Trn Chief	2022-2100-006	49,000	-	-	-	-	-	55,000	-	-	-	104,000
Used Swiftwater Rescue Truck	2022-2100-005	20,000	-	-	-	-	-	-	-	-	30,000	50,000
Total project expenditures		**1,937,000**	**795,500**	**308,000**	**800,000**	**182,500**	**267,500**	**1,515,000**	**17,555,000**	**85,000**	**160,000**	**23,605,500**
Financing Sources:												
Capital Reserve Fund		337,000	155,500	233,000	100,000	182,500	267,500	220,000	55,000	85,000	160,000	1,795,500
Capital Reserve Fund - Capital Project Fund		-	-	75,000	-	-	-	300,000	-	-	-	375,000
Installment financing		1,600,000	640,000	-	700,000	-	-	995,000	17,500,000	-	-	21,435,000
Grants/Other		-	-	-	-	-	-	-	-	-	-	-
Powell Bill		-	-	-	-	-	-	-	-	-	-	-
Fee in lieu of		-	-	-	-	-	-	-	-	-	-	-
Unfunded		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		**1,937,000**	**795,500**	**308,000**	**800,000**	**182,500**	**267,500**	**1,515,000**	**17,555,000**	**85,000**	**160,000**	**23,605,500**

CPF - The budget and funding for these projects will be shown in the Public Safety Capital Projects Fund.

Capital Improvement Plan - FY 2022 - 2031
General Fund - Transportation

Item	Project Number	Fiscal Year 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Project and acquisition expenditures by function:												
Sidewalks												
2017 Transportation Bonds **(CPF)**	2019-3001-001	-	-	-	-	-	-	-	-	-	-	-
Sidewalk/ADA Program	2022-3001-001	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
Street Resurfacing												
2017 Transportation Bonds **(CPF)**	2019-3001-002	-	-	-	-	-	-	-	-	-	-	-
Roadway Improvements												
2017 Transportation Bonds **(CPF)**	2019-3001-003	-	-	-	2,390,000	-	-	-	-	-	-	2,390,000
Total project expenditures		**100,000**	**100,000**	**100,000**	**2,490,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**3,390,000**
Financing Sources:												
Capital Reserve Fund		100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-
Installment financing		-	-	-	2,390,000	-	-	-	-	-	-	2,390,000
Grants		-	-	-	-	-	-	-	-	-	-	-
Powell Bill		-	-	-	-	-	-	-	-	-	-	-
Fee in lieu of		-	-	-	-	-	-	-	-	-	-	-
Other sources		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		**100,000**	**100,000**	**100,000**	**2,490,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**3,390,000**

CPF - The budget and funding for these projects will be shown in the General Fund Capital Projects Fund.

Capital Improvement Plan - FY 2022 - 2031
General Fund - Transportation (Powell Bill)

Item	Project Number	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Project and acquisition expenditures by function:												
Street Resurfacing												
FY2022 Resurfacing Projects	2022-3000-001	435,000	-	-	-	-	-	-	-	-	-	435,000
FY2023 Resurfacing Projects		-	437,500	-	-	-	-	-	-	-	-	437,500
FY2024 Resurfacing Projects		-	-	440,000	-	-	-	-	-	-	-	440,000
FY2025 Resurfacing Projects		-	-	-	442,500	-	-	-	-	-	-	442,500
FY2026 Resurfacing Projects		-	-	-	-	445,000	-	-	-	-	-	445,000
FY2027 Resurfacing Projects		-	-	-	-	-	447,500	-	-	-	-	447,500
FY2028 Resurfacing Projects		-	-	-	-	-	-	450,000	-	-	-	450,000
FY2029 Resurfacing Projects		-	-	-	-	-	-	-	452,500	-	-	452,500
FY2030 Resurfacing Projects		-	-	-	-	-	-	-	-	455,000	-	455,000
FY2031 Resurfacing Projects		-	-	-	-	-	-	-	-	-	457,500	457,500
Total project expenditures		**435,000**	**437,500**	**440,000**	**442,500**	**445,000**	**447,500**	**450,000**	**452,500**	**455,000**	**457,500**	**4,462,500**
Financing Sources:												
Operating revenues		-	-	-	-	-	-	-	-	-	-	-
Capital Reserve Fund		-	-	-	-	-	-	-	-	-	-	-
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-
Installment financing		-	-	-	-	-	-	-	-	-	-	-
Grants		-	-	-	-	-	-	-	-	-	-	-
Powell Bill		435,000	437,500	440,000	442,500	445,000	447,500	450,000	452,500	455,000	457,500	4,462,500
Fee lin lieu of		-	-	-	-	-	-	-	-	-	-	-
Unfunded		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		**435,000**	**437,500**	**440,000**	**442,500**	**445,000**	**447,500**	**450,000**	**452,500**	**455,000**	**457,500**	**4,462,500**

Capital Improvement Plan - FY 2022 - 2031
General Fund - Environmental Protection

Item	Project Number	Fiscal Year 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Project and acquisition expenditures by function:												
Heavy Equipment												
Replace 2013 F550Dump Truck w/Tommy Gate #7016		-	-	70,000	-	-	-	-	-	-	-	70,000
Replace 2016 Freightliner Leaf Truck - #7026		-	-	-	230,000	-	-	-	-	-	-	230,000
Bucket Truck (Used) (50% WSF)	2022-4100-001	30,000	-	-	-	-	-	-	35,000	-	-	65,000
Replace Backup Brush Truck 2014 Freightliner #2004		-	226,000	-	-	-	-	-	-	-	-	226,000
Replace #74 2014 Kubota Mower (50% WSF)		-	-	-	-	-	-	-	-	-	50,000	50,000
Replace Brush Truck 2018 Freightliner M2 #7033		-	-	-	-	200,000	-	-	-	-	-	200,000
2021 Freightliner M21 w/ODB Hopper Leaf VAC #7039		-	-	-	-	-	-	-	-	-	230,000	230,000
2007 Toro 72" Diesel Z turn 74269 Z-597-D #83	2022-4100-002	16,000	-	-	-	-	-	-	-	-	-	16,000
2019 Exmark 60" Z-Turn Mower #378		-	-	-	-	-	-	-	20,000	-	-	20,000
Vehicles												
Public Works Crew Truck		-	-	-	-	-	60,000	-	-	-	-	60,000
Replace Chevy Silverado Crew Cab Truck - #7020		-	50,000	-	-	-	-	-	60,000	-	-	110,000
Total project expenditures		**46,000**	**276,000**	**70,000**	**230,000**	**200,000**	**60,000**	**-**	**115,000**	**-**	**280,000**	**1,277,000**
Financing Sources:												
Operating revenues		-	-	-	-	-	-	-	-	-	-	-
Capital Reserve Fund		46,000	276,000	70,000	230,000	200,000	60,000	-	115,000	-	280,000	1,277,000
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-
Installment financing		-	-	-	-	-	-	-	-	-	-	-
Grants		-	-	-	-	-	-	-	-	-	-	-
Powell Bill		-	-	-	-	-	-	-	-	-	-	-
Fee in lieu of		-	-	-	-	-	-	-	-	-	-	-
Unfunded		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		**46,000**	**276,000**	**70,000**	**230,000**	**200,000**	**60,000**	**-**	**115,000**	**-**	**280,000**	**1,277,000**

HarrisburgNC
The right side of opportunity

Capital Improvement Plan - FY 2022 - 2031
General Fund - Parks & Recreation

Item	Project Number	Fiscal Year 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Project and acquisition expenditures by function:												
Park Improvements												
Greenway Easement Acquisition	2019-5000-001	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	200,000
Back Creek Greenway - Phase II-IV - Natural Surface	2022-5000-001	150,000	150,000	150,000	100,000	-	-	-	-	-	-	550,000
Christmas Tree - Harrisburg Park	2022-5000-002	40,000	-	-	-	-	-	-	-	-	-	40,000
Landscaping - Harrisburg Park	2022-5000-003	75,000	-	-	-	-	-	-	-	-	-	75,000
Holcomb Woods Field Netting, Gate, Site Furnishings	2022-5000-004	64,000	-	-	-	-	-	-	-	-	-	64,000
Holcomb Woods Shelter/Restroom Facility		-	275,000	-	-	-	-	-	-	-	-	275,000
Pharr Mill Playground Replacement		-	175,000	-	-	-	-	-	-	-	-	175,000
Tennis Court Resurfacing (Stallings Park)		-	50,000	-	-	-	-	-	-	-	-	50,000
Historic Pharr Mill Parking Lot and Restroom Facility		-	-	-	100,000	-	-	-	-	-	-	100,000
Veterans Plaza Clock Tower		-	-	-	25,000	-	-	-	-	-	-	25,000
Parking Lot Resurfacing (Stallings Park)		-	-	-	-	100,000	-	-	-	-	-	100,000
Rocky River Greenway - Design, Phase I-IV - Natural Surface		-	-	-	-	150,000	150,000	150,000	150,000	150,000	-	750,000
Parking Lot Resurfacing (Pharr Mill Park)		-	-	-	-	-	-	125,000	-	-	-	125,000
Buildings/Facilities												
Historic Pharr Mill Reconstruction - Conceptual Design	2022-5000-005	50,000	-	-	-	-	-	-	-	-	-	50,000
Historic Pharr Mill Reconstruction - Costruction		-	-	250,000	-	-	-	-	-	-	-	250,000
Harris Depot - Old Post Office Rehab	2022-5000-006	90,000	-	-	-	-	-	-	-	-	-	90,000
Maintenance Building LeanTo	2022-5000-007	20,500	-	-	-	-	-	-	-	-	-	20,500
Town Hall ADA Compliance - Concrete	2022-5000-008	40,000	-	-	-	-	-	-	-	-	-	40,000
Harris Depot Parking Lot		-	250,000	-	-	-	-	-	-	-	-	250,000
Pharr Mill Maintenance Building		-	75,000	-	-	-	-	-	-	-	-	75,000
Harrisburg Park Development Phase I West **(CPF)**		-	-	-	4,500,000	-	-	-	-	-	-	4,500,000
Town Hall Civic Memorial		-	-	250,000	-	-	-	-	-	-	-	250,000
Library HVAC replacement		-	-	-	40,000	-	-	-	-	-	-	40,000
Athletics Fields		-	-	-	-	300,000	-	-	-	-	-	300,000
Library Renovations (remodel work, roofing, windows, etc.)		-	-	-	-	-	150,000	-	-	-	-	150,000
Town Hall Server Room HVAC System		-	-	-	-	-	-	-	-	9,000	-	9,000
Land Acquisition		-	-	-	-	-	-	-	-	1,000,000	-	1,000,000

Harrisburg NC
The right side of opportunity

Capital Improvement Plan - FY 2022 - 2031
General Fund - Parks & Recreation

Item	Project Number	Fiscal Year 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Heavy Equipment												
John Deere Tractor Replacement		-	50,000	-	-	-	-	-	-	-	-	50,000
Backhoe Replacement		-	-	125,000	-	-	-	-	-	-	-	125,000
2014 Kubota Tractor Replacement		-	-	-	40,000	-	-	-	-	-	-	40,000
Loader Replacement		-	-	-	-	75,000	-	-	-	-	-	75,000
2002 Gator Replacement		-	20,000	-	-	-	-	-	-	-	22,000	42,000
2006 Kubota RTV 900 Replacement		-	30,000	-	-	-	-	-	-	-	33,000	63,000
Ball Field Groomer Replacement	2022-5000-010	25,000	-	-	-	-	-	27,000	-	-	-	52,000
2014 Ex-Mark Walk Behind Mower		-	12,000	-	-	-	-	-	13,000	-	-	25,000
2018 Zero Turn Mower (60") - #1		-	-	15,000	-	-	-	-	-	18,000	-	33,000
2018 Zero Turn Mower (60") - #2		-	-	15,000	-	-	-	-	-	18,000	-	33,000
2020 Zero Turn Mower (60")		-	-	-	-	15,000	-	-	-	-	-	15,000
2017 Zero Turn Mower (72")		-	18,000	-	-	-	-	-	20,000	-	-	38,000
2019 Zero Turn Mower (72")		-	-	-	18,000	-	-	-	-	-	18,000	36,000
Power Rake for Tractor	2022-5000-011	9,200	-	-	-	-	-	-	-	-	-	9,200
Tractor Blower	2022-5000-012	7,000	-	-	-	-	-	-	-	-	-	7,000
Vehicles												
1005 2021 Chevy 1500 - 2007 Chevy 1500 Replacement	2022-5000-009	35,000	-	-	-	-	-	38,000	-	-	-	73,000
5001 2014 Ford F-250		-	37,000	-	-	-	-	-	40,000	-	-	77,000
5002 2014 Ford F-250		-	37,000	-	-	-	-	-	40,000	-	-	77,000
5003 2015 Ford-250		-	-	38,000	-	-	-	-	-	41,000	-	79,000
5005 2016 Ford Explorer		-	-	36,000	-	-	-	-	-	39,000	-	75,000
5006 2016 Chevy Single Cab		-	-	-	-	37,000	-	-	-	-	-	37,000
5007 2021 Chevy 1500 - 2007 Chevy (fire donor) Replacement	2022-5000-013	35,000	-	-	-	-	-	38,000	-	-	-	73,000
5008 2018 Ford F150		-	-	-	35,000	-	-	-	-	-	38,000	73,000
5009 2019 Dump Truck		-	-	-	47,000	-	-	-	-	-	50,000	97,000
5010 2021 Chevy 1500		-	-	-	-	-	37,000	-	-	-	-	37,000
Total project expenditures		**660,700**	**1,199,000**	**899,000**	**4,925,000**	**697,000**	**357,000**	**398,000**	**283,000**	**1,295,000**	**181,000**	**10,894,700**
Financing Sources:												
Operating revenues		-	-	-	-	-	-	-	-	-	-	-
Capital Reserve Fund		660,700	1,199,000	899,000	425,000	697,000	357,000	398,000	283,000	1,295,000	181,000	6,394,700
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-
Installment financing		-	-	-	4,500,000	-	-	-	-	-	-	4,500,000
Grants		-	-	-	-	-	-	-	-	-	-	-
Powell Bill		-	-	-	-	-	-	-	-	-	-	-
Fee in Lieu of		-	-	-	-	-	-	-	-	-	-	-
Unfunded		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		**660,700**	**1,199,000**	**899,000**	**4,925,000**	**697,000**	**357,000**	**398,000**	**283,000**	**1,295,000**	**181,000**	**10,894,700**

CPF - The budget and funding for these projects will be shown in the Parks and Recreation Capital Projects Fund.

HarrisburgNC
The right side of opportunity

Capital Improvement Plan - FY 2022 - 2031
Water and Sewer Fund

Item	Project Number	Fiscal Year 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Project and acquisition expenditures by function:												
Buildings/Improvements												
Utility Relocation - Rail Project	2017-6000-008	60,000	60,000	60,000	-	-	-	-	-	-	-	180,000
Upfit Town Hall, both floors (50% GF) **(CPF)**		-	-	-	300,000	2,000,000	-	-	-	-	-	2,300,000
Water projects												
FY 21/22 WL Upgrades **(CPF)**	2021-6000-001	1,016,000	-	-	-	-	-	-	-	-	-	1,016,000
Cabarrus Woods Phase I WL Upgrades **(CPF)**	2022-6000-009	180,000	1,100,000	-	-	-	-	-	-	-	-	1,280,000
Cabarrus Woods Phase II WL Upgrades **(CPF)**		-	180,000	1,100,000	-	-	-	-	-	-	-	1,280,000
FY 24/25 WL Upgrades **(CPF)**		-	-	190,000	1,000,000	-	-	-	-	-	-	1,190,000
Water Treatment Plant **(CPF)**		-	-	450,000	2,900,000	-	-	-	-	-	-	3,350,000
FY 25/26 WL Upgrades **(CPF)**		-	-	-	190,000	1,050,000	-	-	-	-	-	1,240,000
FY 26/27 WL Upgrades **(CPF)**		-	-	-	-	180,000	850,000	-	-	-	-	1,030,000
FY 27/28 WL Upgrades **(CPF)**		-	-	-	-	-	130,000	720,000	-	-	-	850,000
Expansion Projects												
Sequoia Hills Drive/Pharr Mill Loop **(CPF)**	2022-6000-010	75,000	300,000	-	-	-	-	-	-	-	-	375,000
Hickory Ridge Road 12 inch WL Phase 2 of 3 (4,000 LF) **(CPF)**		-	-	-	-	-	-	540,000	-	-	-	540,000
Hickory Ridge Road 12 inch WL Phase 3 of 3 (4,000 LF) **(CPF)**		-	-	-	-	-	-	-	516,000	-	-	516,000
Sewer projects												
Millbrook Pump Station decommissioning (1,600 LF of 8-inch gravity line) **(CPF)**	2022-6000-011	150,000	700,000	-	-	-	-	-	-	-	-	850,000
Orchard Park Pump Station Decommissioning **(CPF)**	2022-6000-012	50,000	150,000	-	-	-	-	-	-	-	-	200,000
Abbington Pump Station Decommissioning (2,200 LF of 8-inch gravity line) **(CPF)**		-	150,000	650,000	-	-	-	-	-	-	-	800,000
Kensington pump station decommissioning (1500 LF of 8-inch gravity line) **(CPF)**		-	80,000	450,000	-	-	-	-	-	-	-	530,000
Morehead West Sewer Phase 2 **(CPF)**		-	-	-	525,000	1,280,000	-	-	-	-	-	1,805,000
Flow Metering and Monitoring Throughout System		-	-	-	250,000	-	-	-	-	-	-	250,000
Sequoia Hills Sewer (8,500 LF of gravity) **(CPF)**		-	-	-	-	335,000	913,000	-	-	-	-	1,248,000
New Harrisburg Main off of Reedy Creek Interceptor (13,000 LF of 12-inch gravity main) **(CPF)**		-	-	-	-	-	-	1,500,000	1,500,000	-	-	3,000,000
Annual Sanitary Sewer Rehabilitation (Collection System Improvements Projects) **(CPF)**		-	250,000	250,000	500,000	500,000	500,000	500,000	500,000	500,000	-	3,500,000
Equipment												
305 CAT Excavator #105	2022-6000-001	85,000	-	-	-	-	-	-	-	-	-	85,000
2011 Kaufman Tilt 22' Trailer #41	2022-6000-002	6,500	-	-	-	-	-	-	-	-	-	6,500
2015 Aries Pathfinder Camera & Trailer Model VRLC6X12TE2 #151	2022-6000-003	85,000	-	-	-	-	-	-	-	75,000	-	160,000
Bentley Hills Genertor 10/2007 Olympian G30F3 NG	2022-6000-004	43,000	-	-	-	-	-	-	-	-	-	43,000
Bucket Truck (Used) (50% GF) *New Equipment*	2022-6000-005	30,000	-	-	-	-	-	-	35,000	-	-	65,000
2006 FX-30 Ditch Witch Vacuum #50	2022-6000-006	57,000	-	-	-	-	-	-	-	-	-	57,000
308 CAT Excavator #106		-	130,000	-	-	-	-	-	-	-	-	130,000
Heatherstone Well Generator 7/2006 Olympian G80F3 NG		-	50,000	-	-	-	-	-	-	-	-	50,000
Millbrook Generator 3/2008 Olympian G80F3 NG		-	50,000	-	-	-	-	-	-	-	-	50,000
Town Center Generator 8/2007 Olympian G30F3 NG		-	43,000	-	-	-	-	-	-	-	-	43,000
Stalling Glenn Generator Olympian G30F3 NG		-	-	43,000	-	-	-	-	-	-	-	43,000
Well #3 Generator 3/2009 Cummins GGLB 150 NG		-	-	57,000	-	-	-	-	-	-	-	57,000
2010 Skid Steer Caterpillar 277C w/Bucket #70		-	-	-	80,000	-	-	-	-	-	-	80,000
2002 Kohler 135 Generator(Tagalong) #115		-	-	-	75,000	-	-	-	-	-	-	75,000
Abbington Generator 5/2006 Olympian G100F3 NG (if Sewer CPF is not performed)		-	-	-	44,000	-	-	-	-	-	-	44,000
2011 Wacker RT 82-SC 32" Trench Roller #168		-	-	-	20,000	-	-	-	-	-	-	20,000
2011 Air Compressor Sullair 185 #169		-	-	-	20,000	-	-	-	-	-	-	20,000
Kensington Generator 1/2005 Olympian D50P3 Diesel (if Sewer CPF is not performed)		-	-	-	-	38,000	-	-	-	-	-	38,000
2016 Hudson Trailer 20' HTD18C 12 Ton #48		-	-	-	-	20,000	-	-	-	-	-	20,000
Well #1&#2 Generator 3/2012 Generac SG175 NG		-	-	-	-	-	75,000	-	-	-	-	75,000
2013 FX-30 Ditch Witch Vacuum #55		-	-	-	-	-	-	65,000	-	-	-	65,000
2013 Volvo DD15 Compactor Double Drum #166		-	-	-	-	-	-	30,000	-	-	-	30,000
2012 Doosan Forklift Model G25P5 #195		-	-	-	-	-	-	20,000	-	-	-	20,000
2018 Hudson Trailer 20' HTD18C 12 Ton #108		-	-	-	-	-	-	20,000	-	-	-	20,000

Capital Improvement Plan - FY 2022 - 2031
Water and Sewer Fund

Item	Project Number	Fiscal Year 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Equipment (continued)												
2019 DYNA-VAC RH-750 Easement Machine #59		-	-	-	-	-	-	-	-	-	60,000	60,000
Replace #74 2021 Kubota Mower (50% GF)		-	-	-	-	-	-	-	-	-	50,000	50,000
Replace 2020 Kubota RTV-900 4x4 #250		-	-	-	-	-	-	-	-	-	20,000	20,000
2019 Skid Steer Caterpillar 289D2 #76 - (Projected 2034 $80k)		-	-	-	-	-	-	-	-	-	-	-
2017 Caterpillar 914M Compact Wheel Loader #107 - (Projected 2032 $125k)		-	-	-	-	-	-	-	-	-	-	-
2019 Caterpillar 305.E2 Excavator #109 - (Projected 2033 - $90k)		-	-	-	-	-	-	-	-	-	-	-
Vehicles												
#7024/56 2015 Chevrolet Silverado 2500 HD	2022-6000-007	45,000	-	-	-	-	-	50,000	-	-	-	95,000
Used Ford Transit Van - Replaces Charger 1003 (50% GF)	2022-6000-008	10,000	-	-	-	-	-	17,500	-	-	-	27,500
#7019/28 2014 Ford F-550 Super Duty Reg Cab Dump Truck		-	55,000	-	-	-	-	-	60,000	-	-	115,000
#1004 2017 Explorer		-	40,000	-	-	-	-	-	45,000	-	-	85,000
#7025/825 2016 Freightliner M2106 Dump Truck #825		-	-	110,000	-	-	-	-	-	115,000	-	225,000
#7027/817 2016 Ford F-450 Diesel Crew Cab		-	-	65,000	-	-	-	-	-	70,000	-	135,000
#7029/816 2016 Ford F-350 Reg Cab		-	-	45,000	-	-	-	-	-	50,000	-	95,000
#7034 2018 Chevrolet Colorado #34		-	-	38,000	-	-	-	-	-	40,000	-	78,000
#7021/58 2015 Freightliner Dump Truck #58 - #7021		-	-	-	110,000	-	-	-	120,000	-	-	230,000
#7028 2016 Chevrolet 2500 Reg Cab 4x4		-	-	-	38,000	-	-	-	-	-	40,000	78,000
#7036 2019 F450 Crew Truck		-	-	-	-	70,000	-	-	-	-	-	70,000
#7013/24 2011 Chevrolet Silverado 2500 Reg Cab		-	-	-	-	42,000	-	-	-	-	-	42,000
#7031 2017 Chevrolet 2500 Reg Cab Service Bed		-	-	-	-	42,000	-	-	-	-	-	42,000
#7030 2017 Chevrolet 1500 Reg Cab Short Bed		-	-	-	-	30,000	-	-	-	-	-	30,000
#7035 2019 Kenworth T440 w/800-HPR-ECO Sewer jet Machine		-	-	-	-	-	230,000	-	-	-	-	230,000
#7032 2018 Freightliner M2106 Diesel Dump Truck		-	-	-	-	-	115,000	-	-	-	-	115,000
#7011/16 Chevrolet 2500 Reg Cab		-	-	-	-	-	70,000	-	-	-	-	70,000
#7038 2020 Chevy Silverado 3500 Reg Cab Crane Body		-	-	-	-	-	65,000	-	-	-	-	65,000
#7040 2020 Chevy Silverado 2500 Reg Cab 4x4 Service Body		-	-	-	-	-	45,000	-	-	-	-	45,000
2020 Chevrolet 2500 Crew Cab		-	-	-	-	-	42,000	-	-	-	-	42,000
#7014/32 2012 Ford F-150 Reg Cab		-	-	-	-	-	40,000	-	-	-	-	40,000
Utilities Supervisor Truck to-be purchased in FY2021		-	-	-	-	-	-	50,000	-	-	-	50,000
#7037 2020 Freightliner M2 Dump Truck		-	-	-	-	-	-	115,000	-	-	-	115,000
Total project expenditures		**1,892,500**	**3,338,000**	**3,508,000**	**6,052,000**	**5,587,000**	**3,075,000**	**3,627,500**	**2,776,000**	**850,000**	**170,000**	**30,876,000**
Financing Sources:												
Operating revenues		-	-	-	-	-	-	-	-	-	-	-
Capital Reserve Fund - Operating Capital		421,500	428,000	418,000	387,000	242,000	682,000	867,500	260,000	350,000	170,000	4,226,000
Capital Reserve Fund - Capital Project Fund		455,000	1,110,000	1,990,000	1,765,000	1,015,000	630,000	1,260,000	1,016,000	500,000	-	9,741,000
Fund balance		-	-	-	-	-	-	-	-	-	-	-
Installment financing		1,016,000	1,800,000	1,100,000	3,900,000	4,330,000	1,763,000	1,500,000	1,500,000	-	-	16,909,000
Grants		-	-	-	-	-	-	-	-	-	-	-
Powell Bill		-	-	-	-	-	-	-	-	-	-	-
Fee in lieu of parks		-	-	-	-	-	-	-	-	-	-	-
Other sources		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		**1,892,500**	**3,338,000**	**3,508,000**	**6,052,000**	**5,587,000**	**3,075,000**	**3,627,500**	**2,776,000**	**850,000**	**170,000**	**30,876,000**

CPF - The budget and funding for these projects will be shown in the Water and Sewer Capital Projects Fund.

Capital Improvement Plan - FY 2022 - 2031
Storm Water Fund

Item	Project Number	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Project and acquisition expenditures by function:												
Storm water projects												
Storm Water Improvements - System A - Phase 3 **(CPF)**	2021-7000-001	500,000	-	-	-	-	-	-	-	-	-	500,000
Storm Water Improvements - System B - Phase 1 **(CPF)**		-	-	-	-	-	-	-	1,000,000	1,000,000	-	2,000,000
Vehicles												
#8002 - Ford Explorer		-	-	45,000	-	-	-	-	-	50,000	-	95,000
#53 - Freightliner Street Sweeper		-	-	250,000	-	-	-	-	-	-	260,000	510,000
Total project expenditures		**500,000**	**-**	**295,000**	**-**	**-**	**-**	**-**	**1,000,000**	**1,050,000**	**260,000**	**3,105,000**
Financing Sources:												
Operating revenues		-	-	-	-	-	-	-	-	-	-	-
Capital Reserve Fund		-	-	295,000	-	-	-	-	-	50,000	260,000	605,000
Capital Reserve Fund - Capital Project Fund		500,000	-	-	-	-	-	-	1,000,000	1,000,000	-	2,500,000
Installment financing		-	-	-	-	-	-	-	-	-	-	-
Grants		-	-	-	-	-	-	-	-	-	-	-
Powell Bill		-	-	-	-	-	-	-	-	-	-	-
Fee in lieu of parks		-	-	-	-	-	-	-	-	-	-	-
Other sources		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		**500,000**	**-**	**295,000**	**-**	**-**	**-**	**-**	**1,000,000**	**1,050,000**	**260,000**	**3,105,000**

CPF - The budget and funding for these projects will be shown in the Storm Water Capital Projects Fund.

TOWN OF HARRISBURG

Agenda Item Details

Title:
Public Hearing to consider the Conditional Rezoning, Zoning Map Amendment and Annexation for of 3 parcels along Hickory Ridge Rd (H2021-03-R).

Presenting Personnel:
Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:
Hold Public Hearing to consider the Conditional Rezoning (from Low Density Residential (LDR) to CZ-RM1, Conditional Residential Medium-Density), Zoning Map Amendment and Annexation for of 3 parcels along Hickory Ridge Rd (H2021-03-R).

Town Council will NOT vote on this rezoning and annexation at this meeting, final action at the July meeting.

Description/Background:
Taylor Morrison Homes, on behalf of the the property owners of parcels 5516-41-0869, 5516-51-2789, 5516-42-6187 has submitted a request to rezone approximately 52.17 acres of land located off Hickory Ridge Road next to the Elementary School. The applicant proposes to develop 42 single-family detached residential dwellings, combination of 75 foot wide internal lots and 100 foot wide corner lots. To achieve this, the applicant is requesting that the property be rezoned from County CR (Countryside Residential) to CZ-RM1 (Conditional Zoning Residential Medium Density). The proposed gross density of the site is 0.80 dwelling units per acre.

The property is in the County, applicant has also submitted a Petition requesting Annexation for the subject property which is contiguous to the current Town of Harrisburg corporate limits.

A staff report is included for more information and a site plan is submitted for your consideration. If approved, staff will continue reviewing the site plan in accordance with our Unified Development Ordinance (UDO) during the subsequent Preliminary Plat and Construction Document (CDs) reviews.

Staff is recommending holding a Public Hearing on the rezoning request and annexation. Final action on the rezoning and annexation will be taken at the July 12th meeting.

Recommendation:
With the conditions proposed, the rezoning request is consistent with the Harrisburg Area Land Use Plan. Planning and Zoning Board recommended approval at their May meeting. Planning and Zoning Department staff recommends holding a Public Hearing on the annexation and rezoning request (H2021-03-R) with conditions.

Fiscal Impact:
The annexation has no direct fiscal impact as a result of the annexation itself, however, the result of the development on the annexed properties will both generate additional property tax revenue for the Town and add to the costs associated with providing the additional homes with Town services.

Attachments:

1. RZ_H2021-03-R_ Rezoning Application
2. RZ_H2021-03-R_Site Location Map
3. RZ_H_2021_03_R Staff Report TC
4. RZ_H2021-03-R_Rezoning Site Plan
5. RZ_H2021-03-R__Homes Examples
6. RZ_H2021-03-R_Neighborhood Meeting Summary
7. ANX_Hickory Ridge Parcels_Annexation Application
8. ANX_Hickory Ridge Parcels_ Annexation Map
9. ANX_Certificate of Sufficiency
10. Resolution Fixing Date of Public Hearing-Hickory Ridge Road

APPLICATION FOR CONDITIONAL REZONING

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

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

Up to 42 single-family dwellings
Accessory structures associated with single-family dwellings

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

Up to 42 singe-family dwellings
Items outlined on site specific CZ plan and Development Notes

Harrisburg NC
The right side of opportunity

Subject Property Information

1. Street Address: #1 9556 Hickory Ridge Rd, Harrisburg, NC 28075; #2 9600 Hickory Ridge Rd, Harrisburg, NC 28075
2. PIN(s) (10 digit#): 55164108690000 + 55165127890000; 55164261870000
3. Deed Reference Book #1 7391+ Page #1 0313 +; Book #2 9520 Page #2 207
4. Township # 1

Description of Subject Property

5. Size (square feet or acreage): +- 52.17 ac
6. Street Frontage (feet): +-1,800'
7. Current Land Use: Vacant + single-family dwellings
8. Surrounding Land Use and Zoning Classification
   - North: Zoning OI Land Use Hickory Ridge Elementary School
   - South: Zoning CR Land Use Residential / Agriculture
   - East: Zoning CR Land Use Residential / Agriculture
   - West: Zoning CR Land Use Residential
9. Request to Change Zoning From CR to RM-1-CZ
10. Is this a request for a Conditional Rezoning? X YES NO

    (If YES, you must also submit an application for a Conditional Rezoning)

11. Purpose for Request: 42 lot single-family neighborhood

DigiSign Verified: 3C801211-8D00-45DF-A923-0B8E44D4499F

Harrisburg NC
The right side of opportunity

Owner Information

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

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

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

Property Owner: John T Howie

Address: 9556 Hickory Ridge Rd, Harrisburg, NC 28075

Phone: 704-305-2834

Fax:

Signature: John Thomas Howie 12-10-2020

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

DigiSign Verified: 3C801211-8D00-45DF-A923-0B8E44D4499F

Harrisburg NC
The right side of opportunity

Owner/Agent/Applicant Information

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

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

12. Property Owner: John T Howie
    Address: 9556 Hickory Ridge Rd, Harrisburg, NC 28075
    Phone: 704-305-2834
    Fax:
    Email: circlefan7@yahoo.com
    Signature: John Thomas Howie 12-10-2020

13. Agent (if any): Eddie Moore - McAdams
    Address: 3430 Toringdon Way, Suite 110, Charlotte, NC 28277
    Phone: 704-724-3594
    Fax:
    Email: emoore@mcadamsco.com
    Signature: Digitally signed by Eddie Moore
    DN: cn=Eddie Moore, c=US, email=emoore@mcadamsco.com
    Reason: I am the author of this document
    Date: 2020.07.09 14:16:13 -04'00'

14. Applicant (if any): Alan Kerley - Taylor Morrison
    Address: 11405 N. Community House Rd, Suite 150, Charlotte, NC 28277
    Phone: 704-400-5308
    Fax:
    Email: AKerley@taylormorrison.com
    Signature:

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

Harrisburg NC
The right side of opportunity

Owner Information

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

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

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

Property Owner: Cynthia C Howie

Address: 9600 Hickory Ridge Rd, Harrisburg, NC 28075

Phone: 239-209-6521

Fax:

Signature: Cynthia Christine Haire
f/k/a Cynthia Christine Howie

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

OFFICE USE ONLY
Petition Number:
Date Filed:
Received By:

Harrisburg NC
The right side of opportunity

Owner/Agent/Applicant Information

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

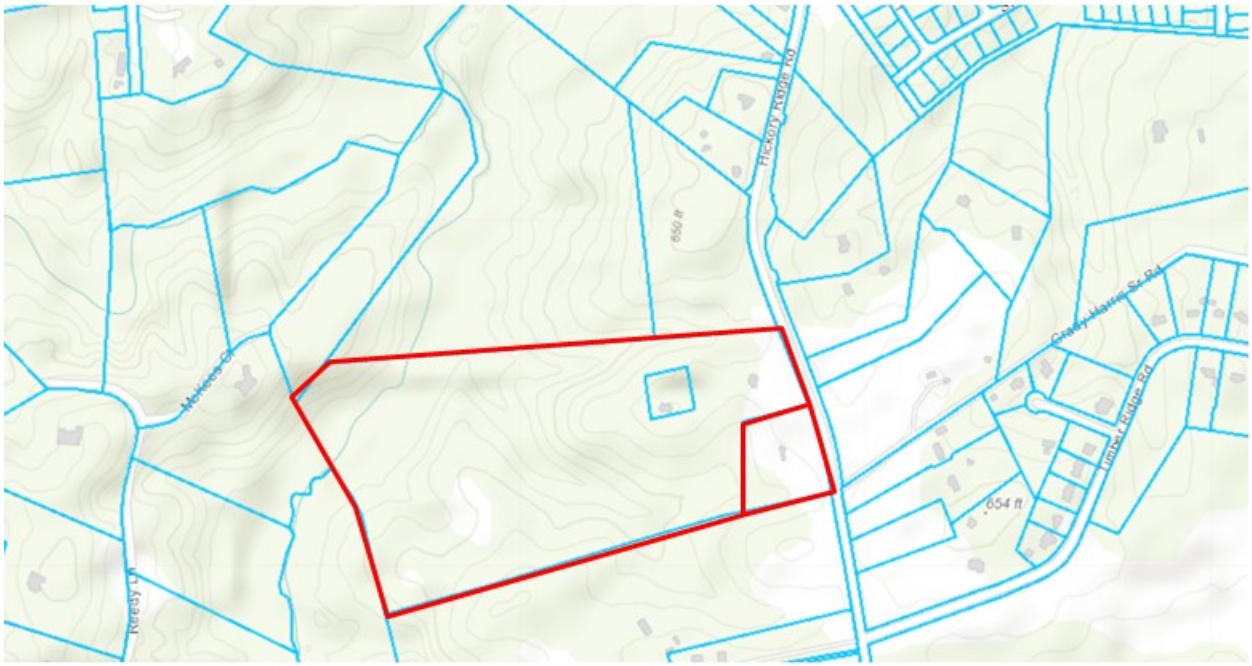
I do hereby certify that all information which I have provided for this application is, to the best of my/our knowledge, correct.

12. Property Owner: Cynthia C Howie
    Address: 9600 Hickory Ridge Rd, Harrisburg, NC 28075
    Phone: 239-209-6521
    Fax:
    Email: cchowie1142@gmail.com
    Signature: Cynthia Christine Haire f/k/a Cynthia Christine Howie

13. Agent (if any): Eddie Moore - McAdams
    Address: 3430 Toringdon Way, Suite 110, Charlotte, NC 28277
    Phone: 704-724-3594
    Fax:
    Email: emoore@mcadamsco.com
    Signature: Digitally signed by Eddie Moore DN: cn=Eddie Moore, c=US, email=emoore@mcadamsco.com Reason: I agree to the terms defined by the placement of my signature on Date: 2021.04.09 14:18:32 -04'00'

14. Applicant (if any): Alan Kerley - Taylor Morrison
    Address: 11405 N. Community House Rd, Suite 150, Charlotte, NC 28277
    Phone: 704-400-5308
    Fax:
    Email: AKerley@taylormorrison.com
    Signature:

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


Hickory Ridge Rd
650 ft
654 ft
Timber Ridge Rd

Town of Harrisburg
Planning and Economic Development Department
Rezoning Staff Report

DATE: June 01, 2021

SUBJECT:

Request H-2021-03-(R):	To rezone approximately 52.17 acres from County CR (Countryside Residential) to CZ-RM-1 (Conditional Zoning Residential Medium Density)
Location:	The subject properties are located on the western side of the Hickory Ridge Road near Grady Harris Road (PIN 5516-41-0869, 5516-51-2789, 5516-42-6187)
Applicant:	Taylor Morrison represented by McAdams Company (Eddie Moore)
Staff Report Prepared by:	Craig Thomas, Senior Planner
Neighborhood Meeting:	Held January 21, 2021

BACKGROUND:

Area:	±52.17 acres Total
Existing Land Use:	Vacant/Single-Family Residential
Zoning within 500 feet:	North - Office and Institutional (O-I), Town South - Countryside Residential (CR), County East - Countryside Residential (CR), County West - Countryside Residential (CR), County
Land Uses within 500 feet:	North - School, Town South - Single-family Residential, County East - Single-family Residential, County West - Single-family Residential, County

APPLICATION SUMMARY:

- The applicant proposes to develop a forty-two lot single-family subdivision. To achieve this, the applicant is requesting that the property be rezoned from County CR (Countryside Residential) to CZ-RM-1 (Conditional Zoning Residential Medium Density).
- The proposed density of the site is 0.80 dwelling units per acre. The RM-1 district has a maximum density of 3 dwelling units per acre but upon approval of this rezoning, the density will be capped at 0.80 units/acre and the site plan will be attached with the land.
- Per the Town subdivision regulations, the applicant is providing dedicated public open space. The applicant proposes the development of 12.57 acres of open space as part of the development. A fee-in-lieu will be paid towards the Public Open Space requirements, the subdivision is exempt from active subdivision open space requirements due to the proximity to the School's recreation facilities per the UDO.
- As a conditional zoning request, the applicant has submitted a site plan along with the request for rezoning, which is attached for your consideration.
- The property is in the County, applicant has also submitted a Petition requesting Annexation for the subject property which is contiguous to the current Town of Harrisburg corporate limits.

APPROVAL CRITERIA:

1. **The size of the tract in question**;

   The subject property is approximately 52.17 acres in size.

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

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

   RM-1: *The RM-1 district is established to provide areas for medium density, single-family residential uses, with a maximum of three (3) dwelling units per acre, where adequate public facilities and services exist with capacity to serve development. Residential Medium Density provides flexible minimum lot size and density requirements in order to allow for market and design flexibility while preserving the neighborhood character and permitting applicants to cluster development in order to preserve environmentally sensitive and agricultural land areas.*

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

"This area is characterized by low- to moderate-density residential development (up to 3 dwelling units per acre). Single-family detached homes are complemented by natural areas as well as formal and informal open space amenities. Conservation design, which includes more open space in exchange for smaller minimum lot sizes, may be recommended in locations with sensitive natural resources."

Based on the description of the Low Density Residential land use classification, the proposed development, at 0.80 dwelling units per acre would fall within the threshold of 3 dwelling units per acre that has been set for this area in the Land Use Plan.

With regard to the overall goals of the Land Use Plan, **recommendation LU-3** states that the Town should balance development and conservation interests. The proposed subdivision is mindful of naturally sensitive areas by designing the development pattern around those areas, while incorporating no build areas and walking trails.

Recommendation LU-7 of the Plan recommends consistency between the Town's zoning regulations and the adopted Future Land Use Map. A table included as part of this goal establishes the "appropriate" zoning districts to use when making zoning decisions based on the Future Land Use Map. The map, as previously stated, designates this area as Low Density Residential. The table indicates that the RM-1 district is appropriate for this land use classification.

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

   The benefits to the owner of the property would be that single-family residential development at the proposed density of 0.80 dwelling units per acre could be achieved under the proposed zoning and annexation allows to tap into town offered services.

   The addition of 42 homes has no detrimental impact to the surrounding community. The subdivision will be served with a new entrance on Hickory Ridge Road as well as an emergency access drive. Pedestrian connections have been provided to the adjacent school to the north and a stub drive to the vacant parcel to the south.

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

   a. **Utilities:**

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

   b. **Transportation:**

      A TIA was not required based on the lower amount of traffic generated by this subdivision with only forty-two (42) proposed homes. Driveway access will be

reviewed and permitted by NCDOT during the Construction Documents (CDs) review.

c. Safety and Sanitation Services:

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

d. Schools:

Per Cabarrus County, the APF Ordinance for schools is currently not being enforced after a ruling by the NC Supreme Court. However, Cabarrus County Schools does still review the capacity of the K-12 schools that this development will feed into and provides future capacity numbers based on the units proposed. For this site, Cabarrus County has provided the following information:

Current Capacity:

Elementary (Hickory Ridge ES) -	88%
Middle (Hickory Ridge MS) -	93%
High (Hickory Ridge HS) -	110%

Future Capacity Based on Unbuilt Lots and Including this Request:

Elementary (Hickory Ridge ES) -	90%
Middle (Hickory Ridge HS) -	94%
High (Hickory Ridge HS) -	111%

As per Cabarrus County School, the Single-family homes in this development will generate upon full buildout an additional 18 elementary students, 9 middle school students, and 12 high school students.

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

a. Whether the proposed zoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting or other nuisances;

The proposed single-family development and density of the proposed development (0.80 dwelling units per acre) is compatible with surrounding land uses.

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

Like all other development activity in this area, the development of this land would convert former vacant land into residential neighborhoods, while preserving appropriate area for open space.

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

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

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

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

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

As previously mentioned, the specific use of the property, single family residential, is consistent with surrounding neighborhoods and aligns with Harrisburg Area Land Use Plan (HALUP).

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

This property has been vacant.

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

Land supply is not a direct issue in this area.

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

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

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

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

The rezoning application to RM-1 district to the property, with the proposed density limitation, is consistent with the density and lot size standards established for the base

RM-1 Zoning District in the Unified Development Ordinance and Low Density Residential land use classification in the Land Use Plan.

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

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

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

   - Single-Family Detached Residential; this use is allowed in the RM-1 District.

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

   The applicant intends to work collaboratively with both Harrisburg town staff and the NC Department of Transportation in establishing appropriate entrances, emergency access and a stub to the adjacent property to the south.

   Landscaping buffers shown exceed UDO requirements and are adequate to meet the needs of the adjacent properties, and open space is designated as part of the subdivision.

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

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

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

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

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

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

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

    The Planning and Zoning Board will need to adopt a consistency statement when a recommendation or decision is made on this item.

APPROVAL WITH CONDITIONS:

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

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to restrict cladding materials for all residential buildings to masonry products; vinyl siding will not be used.
3. Applicant agrees that there will be no exposed concrete foundations and that siding and/or appropriate materials must extend to the ground level on all sides of the homes.
4. Applicant agrees mailbox clusters shall meet ADA Standards at a minimum.
5. Applicant agrees to the mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
6. Applicant agrees that all ponds shall be wet detention ponds with fountains. Ponds shall be designed such that there is a minimum depth of 10' over at least 25% of the permanent pool area.
7. Applicant agrees the storm water facility shall be surrounded by 4-rail vinyl farm fence.
8. Applicant agrees that all streets should be to the Town of Harrisburg Engineering Design standards, alternate pavement schedule is not allowable. Roadways cross sections will be reviewed and approved at the construction document phase.

RECOMMENDATION:

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

DEVELOPMENT NOTES

RM-1-CZ Zoning Site Development Standards:

Max Density:	**3 DUA**
Min. Lot Width:	**75 feet**
Proposed Lot Width:	**75 feet**
Min. Lot Size:	**15,000 square feet**
Proposed Typical Lot Size:	**15,000 square feet**
Min. Front Setback:	**25 feet**
Min. Corner Side Setback:	**25 feet**
Min. Internal Side Setback:	**10 feet**
Min. Rear Setback:	**25 feet**
Min. Links + Nodes:	**1.4**
Proposed Links + Nodes:	**1.5**

Site Development Data:

Acreage:	**+- 52.17 acres (located outside right-of-way)**
Tax Parcels:	**5516-41-0869 + 5516-51-2789 + 5516-42-6187**
Existing Zoning:	**Cabarrus County – LDR**
Proposed Zoning:	**Harrisburg – RM-1-CZ**
Existing Uses:	**Vacant + residential**
Proposed Uses:	**Up to 42 single-family detached lots**
Proposed Density:	**0.80 DUA**
Required Open Space:	**6.26 acres (12% of site)**
Proposed Open Space:	**12.57 acres (24.1% of site)**
Required Public Open Space:	**Site is less than less than 50 dwelling units + located within ¼ mile walking distance from Hickory Ridge Elementary School (contiguous), with recreation facilities accessible to the general public + exempt from requirements of Section 6.5.2.1.**

1. General Provisions:

These Development Standards form part of the Rezoning Plan associated with the Rezoning Petition filed by Taylor Morrison (the "Petitioner") to accommodate the development of a single-family residential community on that approximately 52.17-acre site located on the west side of Hickory Ridge Road, which is more particularly depicted on the Rezoning Plan (the "Site"). The Site is comprised of Tax Parcel Numbers 5516-41-0869, 5516-51-2789 and 5516-42-6187.

Development of the Site shall be governed by the Rezoning Plan, the Site Development Data, and the applicable provisions of the Town of Harrisburg Unified Development Ordinance (the "Ordinance"). Unless the Rezoning Plan or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the RM-1 Zoning District shall govern all development taking place on the Site.

Inasmuch as planning for the proposed redevelopment of the Site has not yet advanced beyond the formative stage, the ultimate layouts of the development proposed, the exact alignments of streets and points of access, the configurations and placements of parking areas and the heights and masses of buildings have not yet been determined. As a consequence, the configurations, placements and sizes of the buildings and parking areas depicted on the Rezoning Plan are schematic in nature and therefore are subject to refinements as part of the total design process. They may, therefore, be altered or modified during design development and construction document phases so long as the maximum parking and building envelope lines established on the Rezoning Plan are not violated and the proposed alterations or modifications do not exceed the parameters established under the Site Development Data and under the Ordinance for the RM-1 District.

2. Permitted Uses and Maximum Development:

The Site may be developed with up to 42 single-family detached dwelling units, together with any incidental and accessory uses related thereto that are allowed in the RM-1 zoning district.

3. Open Space:

a) Open spaces are generally depicted on the Rezoning Plan. The placement and configuration on the Rezoning Plan is subject to any minor modifications required to accommodate final site and construction plans and designs and to any adjustments required by the Town of Harrisburg.

b) Site is less than 50 dwelling units + located within ¼ mile walking distance from Hickory Ridge Elementary School, with recreation facilities accessible to the general public, is exempt from the requirements of Section 6.5.2.1. School has existing recreational fields and play courts.

4. Transportation:

a) Vehicular access will be as generally depicted on the Rezoning Plan. The placement and configuration of the vehicular access point shown on the Rezoning Plan is subject to any minor modifications required to accommodate final site and construction plans and designs and to any adjustments required by the Town of Harrisburg and/or NCDOT for approval.

b) As depicted on the Rezoning Plan, the Site will be served by public streets.

c) Internal sidewalks and pedestrian connections shall be provided along all public streets throughout the Site.

5. Architectural Standards:

a) The principal buildings used for residential uses constructed on the Site may use a variety of building materials. The building materials used for buildings may be a combination of the following: brick, stone, simulated stone, precast stone, precast concrete, synthetic stone, stucco, cementitious fiber board siding, EIFS or wood. Vinyl or aluminum as a building material may only be used on windows, soffits, and handrails/railings. The proposed roofing materials may be architectural shingles, wood shake, slate, tile, and/or metal.

b) The Petitioner agrees to restrict cladding materials for all buildings to cladding products other than vinyl siding.

6. Streetscape and Landscaping, and Environmental Features:

a) The Petitioner shall provide a minimum 50 foot Type D Bufferyard, or reduced to 25 feet with a berm, along Hickory Ridge Road as generally depicted on the Rezoning Plan.

b) The Site shall meet the provisions of the Ordinance related to connectivity provided.

c) The Petitioner shall comply with Tree Preservation and Post Construction Stormwater requirements.

7. Amendments to Rezoning Plan:

Future amendments to the Site Development Data may be applied for by the then Owner or Owners of the parcel or parcels within the Site involved in accordance with the provisions of the Ordinance.

Further alterations or modifications to this Rezoning Plan which, in the opinion of the Planning Director, substantially alter the character of the development or significantly alter the Site Development Data or any of its conditions or which increase the intensity of development shall not be deemed to be minor and may only be made in accordance with the Ordinance, as applicable.

8. Binding Effect of the Rezoning Documents and Definitions:

a) If this Rezoning Plan is approved, all conditions applicable to development of the Site imposed under the Site Development Data will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of the Petitioner and the current and subsequent owners of the Site and their respective successors in interest and assigns.

b) Throughout the Site Development Data, the terms, "Petitioner" and "Owner" and "Owners" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of the Petitioner or the owners of the Site from time to time who may be involved in any future development thereof.

9. Additional Conditions:

a) Petitioner agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
b) Petitioner agrees to restrict cladding materials for all residential dwellings to masonry products; vinyl siding will not be used.
c) Petitioner agrees that there will be no exposed concrete block foundations and that siding must extend to the ground level on all sides of the residential dwellings.
d) Petitioner agrees mailbox clusters shall meet ADA Standards at a minimum.
e) Petitioner agrees to the mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg UDO.
f) Petitioner agrees that all ponds shall be wet detention ponds with fountains. Ponds shall be designed such that there is a minimum depth of 10 feet over at least 25% of the permanent pool area.
g) Petitioner agrees the stormwater facility shall be surrounded by a 4-rail vinyl farm style fence.
h) Petitioner agrees that all streets should be to the Town of Harrisburg Engineering Design standards, alternate pavement schedule is not allowable. Roadways cross sections will be reviewed and approved at the construction document phase.
i) Petitioner agrees to divide the subdivision into two phases. Phase 1 shall have a maximum of thirty (30) lots, and Phase 2 shall incorporate the remainder, totaling forty-two (42) lots. Petitioner agrees that no more than thirty (30) lots may be platted or developed until a second access is designed, approved and constructed.
j) Proposed walking trail will be constructed or bonded prior to first final plat.
k) All residential lots will meet minimum setback requirements.
l) Stormwater management facility will have a dedicated access easement, adjacent to Lot 13, at no greater than 10% slope.
m) Petitioner acknowledges that overall lot count may be impacted by stormwater control facilities, existing power structures, and other proposed utilities. Lots may be lost during preliminary plat or construction document phase based on the final layout of the existing and proposed utilities and stormwater control measures.

London
50' Classics

Pikewood
50' Reflections

FINAL DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
3430 Toringdon Way
Suite 110
Charlotte, NC 28277
phone 704. 527. 0800
fax 919. 361. 2269
license number: C-0293
www.mcadamsco.com

CLIENT

ALAN KERLEY
TAYLOR MORRISON
1410 WEST MOOREHEAD STREET, SUITE 100
CHARLOTTE , NORTH CAROLINA 28208
PHONE: 704.357.6632

taylor morrison
Homes Inspired by You

HICKORY RIDGE SINGLE FAMILY
REZONING CONCEPT PLAN
9556 HICKORY RIDGE ROAD
HARRISBURG, NORTH CAROLINA

REVISIONS

NO.	DATE	
1	04. 08. 2021	CITY'S 1ST COMMENTS
2	05. 06. 2021	CITY'S 2ND COMMENTS
3	05. 11. 2021	CITY'S 3RD COMMENTS

PLAN INFORMATION

PROJECT NO.	TMH-20100
FILENAME	TMH20100-RZ1
CHECKED BY	EM
DRAWN BY	JDS
SCALE	
DATE	12. 08. 2020

SHEET

REZONING NOTES

RZ.02

M:\Projects\TaylorMorr\TMH-20100\04-Production\Engineering\Current Drawings\Rezoning\TMH20100-RZ1.dwg, 5/11/2021 2:59:41 PM, Singleton, Drew

Essex II
50' Classics

Southport
50' Signature

Rochester
50' Signature

McADAMS

The John R. McAdams Company, Inc.
3430 Toringdon Way
Suite 110
Charlotte, NC 28277

phone 704. 527. 0800
fax 919. 361. 2269
license number: C-0293

www.mcadamsco.com

CLIENT

ALAN KERLEY
TAYLOR MORRISON
1410 WEST MOOREHEAD STREET, SUITE 100
CHARLOTTE , NORTH CAROLINA 28208
PHONE: 704.357.6632

taylor morrison
Homes Inspired by You

HICKORY RIDGE SINGLE FAMILY
REZONING CONCEPT PLAN
9556 HICKORY RIDGE ROAD
HARRISBURG, NORTH CAROLINA

REVISIONS

NO.	DATE	
1	04. 08. 2021	CITY'S 1ST COMMENTS
2	05. 06. 2021	CITY'S 2ND COMMENTS
3	05. 11. 2021	CITY'S 3RD COMMENTS

PLAN INFORMATION

PROJECT NO.	TMH-20100
FILENAME	TMH20100-RZ1
CHECKED BY	EM
DRAWN BY	JDS
SCALE	
DATE	12. 08. 2020

SHEET

REZONING NOTES

RZ.03

FINAL DRAWING - NOT RELEASED FOR CONSTRUCTION

M:\Projects\TaylorMorr\TMH-20100\04-Production\Engineering\Current Drawings\Rezoning\TMH20100-RZ1.dwg, 5/11/2021 2:58:42 PM, Singleton, Drew

McADAMS

EXAMPLE RENDERINGS

London
50’ Classics

EXAMPLE RENDERINGS

Whitmore II
50’ Reflections

McADAMS

EXAMPLE RENDERINGS

Kenilworth
50’ Classics

McADAMS

EXAMPLE RENDERINGS

Rochester
50’ Signature

McADAMS

EXAMPLE RENDERINGS

Wembley
50’ Classics

MCADAMS

COMMUNITY MEETING REPORT

REZONING PETITION H2021-03-(R)

APPLICANT: **ALAN KERLEY, TAYLOR MORRISON**

LAND PLANNING/CIVIL: **EDDIE MOORE, AICP, MCADAMS** EM

PROPERTY: **+- 51 ACRES (WEST OF HICKORY RIDGE AND GRADY HARRIS SR ROADS AND SOUTH OF HICKORY RIDGE ELEMENTARY SCHOOL)**
PARCELS 55164108690000 and 55165127890000

DATE: **JANUARY 25, 2021**

This Community Meeting Report is being filed with the Town of Harrisburg Planning + Zoning Department and available for review.

TIME AND LOCATION OF MEETING:

The Community Meeting required by the Ordinance was held on virtually, via Zoom, on Thursday, January 21, 2021 at 7:00 PM. McAdams provided the Town with a mailing list of adjacent property owners and the Town mailed notices of this meeting to those property owners.

SUMMARY OF ISSUES DISCUSSED AT MEETING:

I. Overview of Applicant's Presentation.

Introduction and Overview of Rezoning + Development Plan:

Sushil Nepal of Harrisburg opened the meeting and introduced the Applicant. Mr. Nepal gave an overview of the site, area zoning, and explained the proposed zoning district that has been requested and described the type of development intended.

The property owner is requesting a rezoning of these parcels, currently located in the County, from CR (Countryside Residential) to CZ-RM-1, Conditional Zoning Residential Medium Density. The purpose of the rezoning is to enable the property owner to develop and subdivide the property for 38 single-family homes.

Alan Kerley of Taylor Morrison gave on overview of the company and provided information on current and past development projects within Harrisburg. Eddie Moore of McAdams gave an overview of the

site plan and existing site constraints. There is a 1 acre parcel holdout, surrounded by the site, that is not part of this rezoning request.

II. Summary of Questions/Comments and Responses:

Attendees made the following statements and asked the following questions and the Town and development team provided responses to those questions:

1. With sewer existing on the property and water available next door, should this be an easier decision for the Town? – *Proposed rezoning will have to go through the Town's review process and ultimately decided upon by Council.*
2. Statements were made of potential trespassing on neighboring properties. Will any fencing be provided at the proposed stub street?– *Trespassing on neighboring property is an enforcement issue to be handled by the appropriate authority. The proposed stub street will be built to a point and a physical barrier will be provided at the end of the pavement so vehicles cannot drive onto the neighboring property and deter pedestrians walking onto the property.*
3. Any FEMA floodway or floodway encroaching into the intermittent streams? – *There is no floodway within the intermittent streams. Stream buffers are provided since they are identified as intermittent streams.*
4. Have heritage trees been surveyed and taken into consideration with this layout? – *Yes, the heritage trees have been surveyed and accounted for in the layout.*
5. Will these homes be sprinkled since there is no 2nd vehicular access? – *Either the site will have a secondary access point onto Hickory Ridge Road or the homes will be sprinkled. This item is to be addressed during Town review.*
6. Where will the houses be placed on the lots? – *Due to the increased depths of the lots, the dwellings will be placed on the upper third or half of the lots to preserve existing trees in the rear of the lots.*
7. What are the next steps? – *Town staff will continue to review the petition and will be scheduled for Planning Commission and Town Council action when appropriate.*
8. Is Reedy Creek cutting through the rear of some lots or a spring fed branch? Will the road crossing have a culvert or bridge? – *Reedy Creek crosses the site in the upper northwest corner of the site. The proposed road crossing is over an intermittent stream/branch to Reedy Creek. The type of road crossing has not been determined at this point in the process.*
9. Is the final decision on selling the property contingent upon a successful rezoning – *Yes.*
10. The proposed lower density, as part of this rezoning, is more appealing than other recent developments. Like the larger lots.
11. What is the anticipated price point and square feet of homes? – *Price points may start in the mid to upper $400,000 and may average 3,200 square feet in size.*
12. What are the building materials? – *The conditional rezoning limits the use of vinyl and aluminum as primary exterior building materials. These materials may be used for windows, building trim, soffits, etc.*
13. Where is the tie-in gravity sewer location? – *An existing gravity sewer line ls located in the western third of the site.*
14. Where can other questions be addressed and when will the presentation slides be available? – *Town staff may be contacted with other questions and the presentation will be available on the Town's website.*

DigiSign Verified: 3C801211-8D00-45DF-A923-0B8E44D4499F

Harrisburg NC
The right side of opportunity

PETITION REQUESTING ANNEXATION

DATE: November 30, 2020

TO THE TOWN COUNCIL OF THE TOWN OF HARRISBURG

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the Town of Harrisburg.
2. The area to be annexed is:

   ☒ CONTIGUOUS ☐ NON-CONTIGUOUS

   to the Town of Harrisburg and the boundaries of such territory are:

   ☒ ATTACHED ☐ DESCRIBED AS FOLLOWS:

3. A sealed survey is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Harrisburg.

4. SIGNATURE OF OWNERS

NAME	ADDRESS
John Thomas Howie	9556 Hickory Ridge Rd, Harrisburg, NC 28075
John T Howie	704-305-2834

Harrisburg NC
The right side of opportunity

PETITION REQUESTING ANNEXATION

DATE: April 12, 2021

TO THE TOWN COUNCIL OF THE TOWN OF HARRISBURG

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the Town of Harrisburg.
2. The area to be annexed is:

   ☒ CONTIGUOUS ☐ NON-CONTIGUOUS

   to the Town of Harrisburg and the boundaries of such territory are:

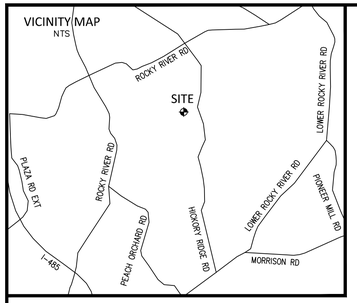
   ☒ ATTACHED ☐ DESCRIBED AS FOLLOWS:

3. A sealed survey is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Harrisburg.

4. SIGNATURE OF OWNERS

NAME	ADDRESS
Cynthia C Howie (55164261870000)	17 TAFEL CT FORT MYERS, FL 33912
Cynthia Christine Haire f/k/a Cynthia Christine Howie	

VICINITY MAP
NTS

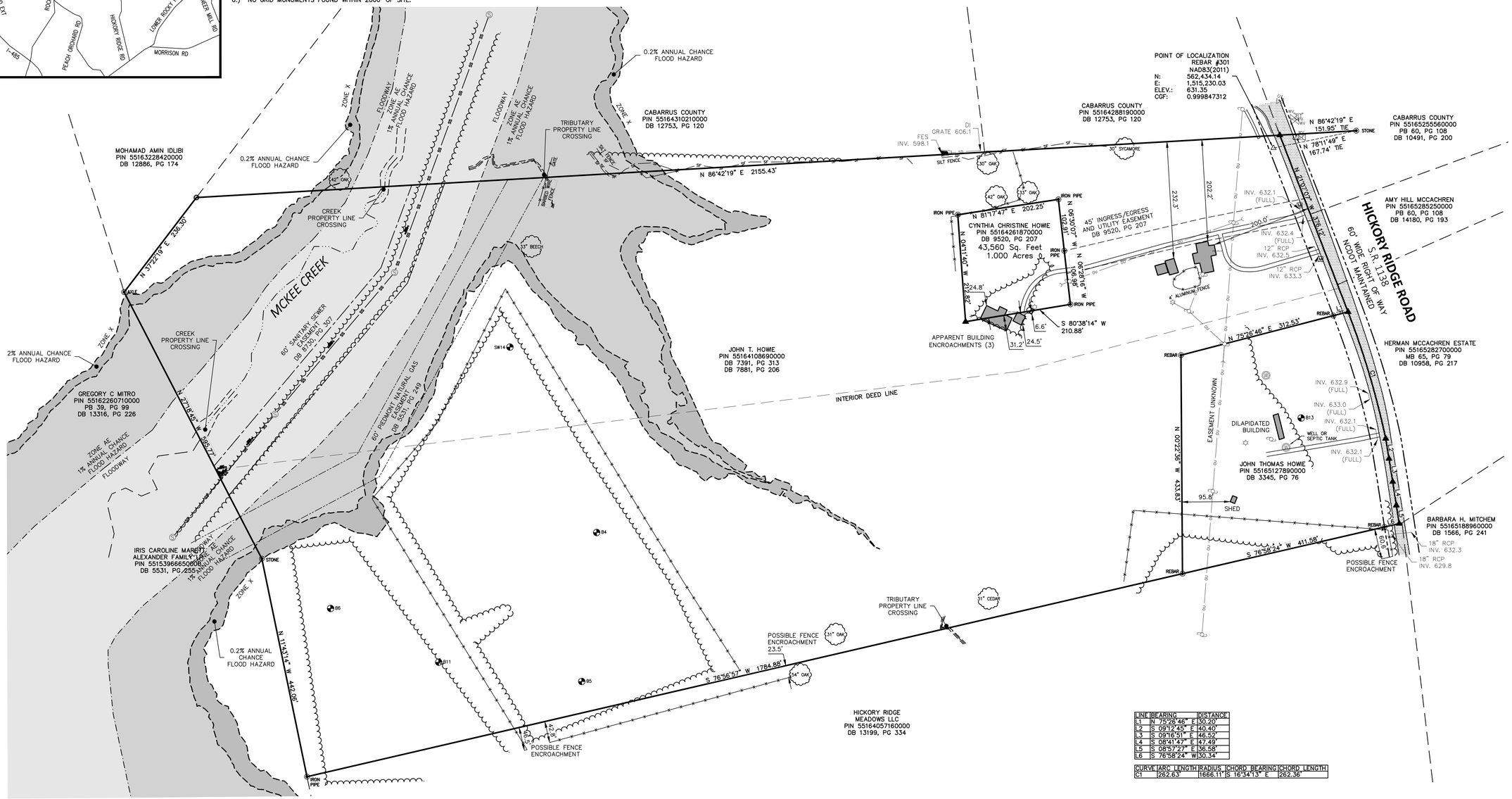


GENERAL NOTES

1.) THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND. THIS IS A BOUNDARY SURVEY.
2.) BEARINGS FOR THIS SURVEY ARE BASED ON NC STATE PLANE NAD83(2011).
3.) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4.) FLOOD NOTE: THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "AE FLOODWAY" AS DEFINED BY FEMA F.I.R.M. MAP NUMBER 3710551600K DATED NOVEMBER 16, 2008.
5.) REFERENCES: DB 7391, PG 313; DB 7881, PG 206; DB 469, PG 297; DB 3345, PG 76; DB 9520, PG 207 OF THE CABARRUS COUNTY REGISTRY PIN 55164108690000, 55164261870000 & 55165127890000
6.) NO GRID MONUMENTS FOUND WITHIN 2000' OF SITE.

AREA TABLE

PARCEL	AREA OUTSIDE OF RIGHT OF WAY	AREA WITHIN RIGHT OF WAY	TOTAL
55164108690000	2,046,191 SQ. FT. 46.974 AC.	11,376 SQ. FT. 0.261 AC.	2,057,567 SQ. FT. 47.235 AC.
55165127890000	158,504 SQ. FT. 3.639 AC.	12,997 SQ. FT. 0.298 AC.	171,501 SQ. FT. 3.937 AC.
55164261870000	43,560 SQ. FT. 1.000 AC.	0 SQ. FT. 0 AC.	43,560 SQ. FT. 1.000 AC.
TOTAL	2,248,255 SQ. FT. 51.613 AC.	24,373 SQ. FT. 0.559 AC.	2,272,628 SQ. FT. 52.172 AC.



LINE	BEARING	DISTANCE
L1	N 75°26'46" E	30.20'
L2	S 09°12'45" E	40.40'
L3	S 09°16'51" E	46.52'
L4	S 08°41'47" E	47.49'
L5	S 08°57'27" E	36.58'
L6	S 76°58'24" W	30.34'

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	262.63'	1666.11'	S 16°34'13" E	262.36'

I, KEVIN S. BAUCOM, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

(1)CLASS OF SURVEY: CLASS A
(2)POSITIONAL ACCURACY: < 0.10'
(3)TYPE OF GPS FIELD PROCEDURE: VRS
(4)DATE OF SURVEY: 11-06-2020
(5)DATUM/EPOCH: NAD 83(2011)
(6)PUBLISHED/FIXED-CONTROL USED: NC49
(7)GEOID MODEL: GEOID12A
(8)COMBINED GRID FACTOR(S): 0.99984013
(9)UNITS: METERS CONVERTED TO US SURVEY FEET

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK AND PAGE SHOWN; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE SHOWN; THAT THE RATIO OF PRECISION IS GREATER THAN 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

THIS _____ DAY OF _____, 20___.

_____
KEVIN S. BAUCOM, PLS L-4275

NORTH CAROLINA PROFESSIONAL SEAL L-4275 LAND SURVEYOR KEVIN S. BAUCOM

PRELIMINARY
NOT FOR RECORDATION, CONVEYANCES OR SALES

LEGEND

- FOUND PROPERTY CORNER
- CONCRETE MONUMENT
- SET PROPERTY CORNER
- CALCULATED CORNER
- CALCULATED CORNER
- POINT OF LOCALIZATION
- CATCH BASIN
- DROP INLET
- FLARED END SECTION
- STORM DRAINAGE MANHOLE
- JUNCTION BOX
- ROOF DRAIN
- SANITARY SEWER MANHOLE
- CLEANOUT
- GREASE TRAP
- ELECTRIC VAULT
- ELECTRIC BOX
- TRANSFORMER
- POWER POLE
- GUY ANCHOR
- LIGHT POLE
- ELECTRIC METER
- ELECTRIC MANHOLE
- HVAC UNIT
- TRAFFIC SIGNAL BOX
- TELEPHONE MANHOLE
- TELEPHONE BOX
- FIBER OPTIC MANHOLE
- FIBER OPTIC VAULT
- CABLE BOX
- WATER VALVE
- WATER LINE MARKER
- BACKFLOW PREVENTER
- WATER VAULT
- WATER MANHOLE
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- GAS VALVE
- GAS METER
- MAILBOX
- BORE HOLES
- SCHEDULE BII EXCEPTIONS
- TREE LINE
- RAILROAD TRACKS
- GUARD RAIL
- STORM DRAIN
- OVERHEAD UTILITY LINE
- UNDERGROUND ELECTRIC
- UNDERGROUND COMMUNICATIONS LINE
- WATER LINE
- SANITARY SEWER LINE
- GAS LINE
- FENCE LINE (CHAIN LINK)
- FENCE LINE (SILT)
- SURVEYED PROPERTY LINE
- PROPERTY LINE NOT SURVEYED

NC GRID (NAD83)

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

McADAMS
The John R. McAdams Company, Inc.
3430 Toringdon Way
Suite 110
Charlotte, NC 28277
phone 704. 527. 0800
fax 919. 361. 2269
license number: C-0293
www.mcadamsco.com

OWNER

TAYLOR MORRISON
11405 N. COMMUNITY HOUSE RD.
SUITE 150
CHARLOTTE, NORTH CAROLINA 28277

HICKORY RIDGE ROAD

BOUNDARY SURVEY
9556 HICKORY RIDGE ROAD
TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	TMH-20100
FILENAME	TMH20100-AT1.DWG
CHECKED BY	KSB
DRAWN BY	CCG
SCALE	1"=100'
DATE	XX. XX. XXXX

SHEET

BOUNDARY SURVEY

1-1

HarrisburgNC
The right side of opportunity

CERTIFICATE OF SUFFICIENCY

To the Town Council of the Town of Harrisburg of Harrisburg North Carolina:

I, Janet Rackley, Clerk, do hereby certify that I have investigated the petitions attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 27th day of April 2021.

(Seal)

SEAL OF THE TOWN OF HARRISBURG NORTH CAROLINA ★ 1973 ★

Janet Rackley

Janet Rackley, Clerk

Harrisburg NC
The right side of opportunity

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council has by resolution directed the Town of Harrisburg Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held (virtually) at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on June 14, 2021.

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

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

Being that certain tract of land, being parcels: 55164108690000, 55165127890000 & 55164261870000, lying and being situate in Harrisburg, Cabarrus County, North Carolina and being more particularly described as follows: Commencing at a rebar lying in the westerly right-of-way line of Hickory Ridge Road (SR 1138), a public right-of-way, said rebar lying in the northern line of John Thomas Howie (DB 3345, PG 76), and having NC Grid Coordinates of N:562,101.27' and E:1,515,348.81' (NAD 83-2011); THENCE North 75°26'46" East 30.20 feet to a point lying in the centerline of said Hickory Ridge Road; THENCE with said centerline the following five courses: 1) with a curve to the right having an arc length of 262.63 feet, a radius of 1,666.11 feet, and a chord bearing and distance of South 16°34'13" East, 262.36 feet to a point; 2) South 09°12'45" East 40.40 feet to a point; 3) South 09°16'51" East 46.52 feet to a point; 4) South 08°41'47" East 47.49 feet to a point; and 5) South 08°57'27" East 36.58 feet to a point; THENCE leaving said centerline and with the lines of Hickory Ridge Meadows LLC (DB 13199, PG 334) the following three courses: 1) South 76°58'24" West 30.34 feet to a rebar; 2) South 76°58'24" West 411.58 feet to a rebar; and 3) South 76°56'57" West 1,784.88 feet to an iron pipe in the line of Iris Caroline Marett Alexander Family LP (DB 3142, PG 246 and DB 5531, PG 255); THENCE with the lines of said Alexander and Gregory C. Mitro (DB 13316, PG 226 and PB 39, PG 99) North 11°43'14" West 442.06 feet to a stone; THENCE North 27°18'45" West 595.77 feet to an axle, a corner with Mohamad Amin Idlibi (DB 12886, PG 174); THENCE with the line of said Idlibi North 37°22'19" East 236.30 feet to an iron pipe set in the line of Cabarrus County (DB 12753, PG 120); THENCE with the line of Cabarrus County North 86°42'19" East 2,155.43 feet to a point lying in the centerline of aforementioned Hickory Ridge Road; THENCE with said centerline South 21°07'06" East 376.12 feet to the POINT OF BEGINNING, containing 2,272,628 Square Feet, or 52.172 Acres, more or less.

Section 3. Notice of the public hearing shall be published in the Independent Tribune, a newspaper having general circulation in the Town of Harrisburg, at least ten (10) days prior to the date of the public hearing.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk

SEAL OF THE TOWN OF HARRISBURG NORTH CAROLINA * 1973 *

TOWN OF HARRISBURG

Agenda Item Details

Title:
Public Hearing to consider the Conditional Rezoning, Zoning Map Amendment and Annexation of 3 parcels along Plaza Rd Ext, associated with Hooks Landing Subdivision (H2021-02-R).

Presenting Personnel:
Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:
Hold public hearing to consider the Conditional Rezoning (from Low Density Residential (LDR) to CZ-RV, Conditional Residential Village), Zoning Map Amendment and Annexation of 3 parcels along Plaza Rd Ext, associated with Hooks Landing Subdivision (H2021-02-R).

Town Council will NOT vote on this rezoning and annexation at this meeting, final action at the July meeting.

Description/Background:
True Homes, Inc. on behalf of the the property owners of parcels 5506-11-3265, 5506-11-4009, 5506-10-4854 has submitted a request to rezone approximately 2.45 acres of land located off Plaza Rd Ext. The applicant proposes to develop 6 single-family attached residential dwellings (townhomes). To achieve this, the applicant is requesting that the property be rezoned from County LDR (Low Density Residential) to CZ-RV (Conditional Zoning Residential Village). The proposed gross density of the site is 2.45 dwelling units per acre. The project is part of larger project that expands into Mecklenburg County.

The property is in the County, applicant has also submitted a Petition requesting Annexation for the subject property which is non-contiguous to the current Town of Harrisburg corporate limits.

A staff report is included for more information and a site plan is submitted for your consideration. If approved, staff will continue reviewing the site plan in accordance with our Unified Development Ordinance (UDO) during the subsequent Preliminary Plat and Construction Document (CDs) reviews.

Staff is recommending holding a Public Hearing on the rezoning request and annexation. Final action on the rezoning and annexation will be taken at the July 12th meeting.

Recommendation:
With the conditions proposed, the rezoning request is consistent with the Harrisburg Area Land Use Plan. Planning and Zoning Board recommended approval at their May meeting. Planning and Zoning Department staff recommends holding a Public Hearing on the annexation and rezoning request (H2021-02-R) with conditions.

Fiscal Impact:
The annexation has no direct fiscal impact as a result of the annexation itself, however, the result of the development on the annexed properties will both generate additional property tax revenue for the Town and add to the costs associated with providing the additional homes with Town services.

Attachments:

1. RZ_H2021-02-R_ Rezoning Application
2. RZ_H_2021_02_R Staff Report TC
3. RZ_H2021-02-R_Site Location Map
4. RZ_H2021-02-R_Rezoning Site Plan
5. RZ_H2021-02-R_Elevation Example
6. RZ_H2021-02-R_Neighborhood Meeting Summary
7. ANX_Hooks Landing_ Annexation Application
8. ANX_Hooks Landing_Annexation Map
9. ANX_Certificate of Sufficiency - Hooks Landing
10. Resolution Fixing Date of Public Hearing - Hooks Landing

Harrisburg NC
The right side of opportunity

APPLICATION FOR CONDITIONAL REZONING

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

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

6 Single-Family Attached (town-home) units with rear load garages.

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

Harrisburg NC
The right side of opportunity

Subject Property Information

1. Street Address: 13224 Plaza Rd Ext, Charlotte, NC 28215; 13250 Plaza Rd Ext, Charlotte, NC 28215; 13280 Plaza Rd Ext, Charlotte, NC 28215
2. PIN(s) (10 digit#): 5506104854 + 5506114009 + 5506113265
3. Deed Reference Book 01967 + 03316 + 00579 Page 0094 + 0084 + 0733
4. Township # 1

Description of Subject Property

5. Size (square feet or acreage): +- 2.45 ac
6. Street Frontage (feet): +-730'
7. Current Land Use: Vacant + Residential
8. Surrounding Land Use and Zoning Classification

   North: Zoning LDR Land Use Residential / Agriculture

   South: Zoning LDR Land Use Residential / Agriculture

   East: Zoning N/A Land Use Charlotte City Limits

   West: Zoning LDR Land Use Residential
9. Request to Change Zoning From LDR to RV (CD)
10. Is this a request for a Conditional Rezoning? X YES NO

    (If YES, you must also submit an application for a Conditional Rezoning)
11. Purpose for Request: 6 Single-Family Attached (townhome) units with rear load garages

Harrisburg NC
The right side of opportunity

Owner Information (5506104854)

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

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

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

Property Owner	Clyde Hooks Jr
	Tommy E. Hooks
Address	1560 WOODCROFT DR
	FORT MILL, SC 29708
Phone	803-417-7907
Fax	
Signature	

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

Harrisburg NC
The right side of opportunity

Owner/Agent/Applicant Information (55061048540000)

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

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

12. Property Owner: Clyde Hooks Jr & Tommy E. Hooks
    Address: 1560 WOODCROFT DR, FORT MILL, SC 29708
    Phone: 803-417-7200
    Fax:
    Email: CLYDE-HOOKS@COMPORIUM.NET
    Signature: Clyde Hooks Jr. Tommy Hooks Diane H. Rich Ronald Hooks

13. Agent (if any): Eddie Moore - McAdams
    Address: 3430 Toringdon Way, Suite 110, Charlotte, NC 28277
    Phone: 704-724-3594
    Fax:
    Email: emoore@mcadamsco.com
    Signature: Eddie Moore

14. Applicant (if any): Shaun Gasparini - True Homes
    Address: 2649 Breckonridge Centre Dr, Suite 110, Monroe, NC 28110
    Phone: 704-779-4126
    Fax:
    Email: sgasparini@truehomesusa.com
    Signature:

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

Harrisburg NC
The right side of opportunity

Owner Information (5506114009)

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

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

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

Property Owner	The Estate of Clyde Hooks
Address	C/O CLYDE HOOKS JR FORT MILL, SC 29708
Phone	803-417-7900
Fax	
Signature	Agent for Jerry E. Hooks Diane H. Kelly, Ronald Hooks

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

Harrisburg NC
The right side of opportunity

Owner/Agent/Applicant Information (55061140090000)

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

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

12. Property Owner: The Estate of Clyde Hooks
    Address: C/O CLYDE HOOKS JR, FORT MILL, SC 29708
    Phone:
    Fax:
    Email:
    Signature:

13. Agent (if any): Eddie Moore - McAdams
    Address: 3430 Toringdon Way, Suite 110, Charlotte, NC 28277
    Phone: 704-724-3594
    Fax:
    Email: emoore@mcadamsco.com
    Signature:

14. Applicant (if any): Shaun Gasparini - True Homes
    Address: 2649 Breckonridge Centre Dr, Suite 110, Monroe, NC 28110
    Phone: 704-779-4126
    Fax:
    Email: sgasparini@truehomesusa.com
    Signature:

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

Harrisburg NC
The right side of opportunity

Owner Information (5506113265)

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

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

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

Property Owner: Nancy N. Hooks

Address: 13280 PLAZA RD EXT
CHARLOTTE, NC 28215

Phone: _____

Fax: _____

Signature: _____

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

Not Our Parcel
Janet H. Hargett

Harrisburg NC
The right side of opportunity

Owner/Agent/Applicant Information (55061132650000)

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

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

12. Property Owner: Nancy N. Hooks
    Address: 13280 PLAZA RD EXT, CHARLOTTE, NC 28215
    Phone: 704-436-8302
    Fax: gbrown@stalite.com
    Email:
    Signature: Janet H. Haggett, Carol H Brown, Michael Hook

13. Agent (if any): Eddie Moore - McAdams
    Address: 3430 Toringdon Way, Suite 110, Charlotte, NC 28277
    Phone: 704-724-3594
    Fax:
    Email: emoore@mcadamsco.com
    Signature: Eddie Moore

14. Applicant (if any): Shaun Gasparini - True Homes
    Address: 2649 Breckonridge Centre Dr, Suite 110, Monroe, NC 28110
    Phone: 704-779-4126
    Fax:
    Email: sgasparini@truehomesusa.com
    Signature:

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

Town of Harrisburg
Planning and Economic Development Department
Rezoning Staff Report

DATE: June 01, 2021

SUBJECT:

Request H-2021-02-(R):	To rezone approximately 2.45 acres from County LDR (Low Density Residential) to CZ-RV (Conditional Zoning Residential Village)
Location:	The subject properties are located on the western side of the intersection of Plaza Road Ext and Vandora Drive (PIN 5506-11-3265, 5506-11-4009, 5506-10-4854)
Applicant:	True Homes, represented by McAdams Company (Eddie Moore)
Staff Report Prepared by:	Craig Thomas, Senior Planner
Neighborhood Meeting:	Held January 21, 2021

BACKGROUND:

Area:	±2.45 acres Total
Existing Land Use:	Vacant/Single-Family Residential
Zoning within 500 feet:	North - Planned Unit Development (PUD), Town South - Low Density Residential (LDR), Cabarrus County East - Low Density Residential (LDR), County West - Residential (R-3), Charlotte/Mecklenburg County
Land Uses within 500 feet:	North - Single-family Residential and Commercial, Town South - Single-family Residential, County East - Single-family Residential, Town West - Single-family Residential, Mecklenburg County

APPLICATION SUMMARY:

- The applicant proposes to develop a single-family subdivision with attached units (town homes). The majority of the project lies in Mecklenburg County, but there are six units in Cabarrus County. To achieve this, the applicant is requesting that the property be rezoned from County LDR (Low Density Residential) to CZ-RV (Conditional Zoning Residential Village).
- The proposed density of the site is 2.45 dwelling units per acre on the Cabarrus County side. The RV district has a maximum density of 8 dwelling units per acre but upon approval of this rezoning, the density will be capped at 2.45 units/acre and the site plan will be attached with the land.
- Per the Town subdivision regulations, the applicant is providing dedicated public open space. The applicant proposes the development of 1.03 acres of active open space as part of the development in Harrisburg limits, the overall site (including Charlotte portion) includes 3.58 acres of open space within the subdivision. A fee-in-lieu will be paid towards the Public Open Space requirements.
- As a conditional zoning request, the applicant has submitted a site plan along with the request for rezoning, which is attached for your consideration.
- The property is in the County, applicant has also submitted a Petition requesting Annexation for the subject property which is non-contiguous to the current Town of Harrisburg corporate limits.

APPROVAL CRITERIA:

1. **The size of the tract in question**;

   The subject property is approximately 2.45 acres in size.

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

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

   RV: *The RV district is established to provide areas for detached and attached single family homes, with a maximum of eight (8) dwelling units per acre, in areas where large-lot development is discouraged and adequate public facilities and services are available. RV supports the principles of concentrating urban growth and reinforcing existing community centers. Design controls are required for single-family attached projects as set forth in Article 11.*

Per the Harrisburg Area Land Use Plan, the subject property is located at the edge of an area designated on the future land use map as **Mixed Use**. The description of Mixed Use is as follows:

"This area encourages the blending of complementary commercial, office and a mix of residential housing types. These areas typically offer a horizontal mix of uses where changes in use occur between adjacent buildings. Buildings are typically one and two stories. Designed to facilitate access via walking and biking, mixed-use areas should be located near potential commercial and mixed use nodes where access via the road network, sidewalks, greenways, and/or future transit is feasible."

Based on the description of the Mixed Use land use classification, the proposed density, proximity to commercial development, and sidewalk connections would meet the intent that has been set for this area in the Land Use Plan.

With regard to the overall goals of the Land Use Plan, **recommendation LU-5** states that the Town should "Expand Housing Options" to appeal to a broad range of audiences just starting out or looking to downsize with affordable high-quality products not currently available.

Recommendation LU-7 of the Plan recommends consistency between the Town's zoning regulations and the adopted Future Land Use Map. A table included as part of this goal establishes the "appropriate" zoning districts to use when making zoning decisions based on the Future Land Use Map. The map, as previously stated, designates this area as Mixed Use and a slightly higher density designated by the RV district is appropriate for this land use classification.

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

   The benefits to the owner of the property would be that single-family residential development at the proposed density of 2.45 dwelling units per acre could be achieved under the proposed zoning and annexation allows to tap into town offered services.

   The addition of six single-family attached homes has no detrimental impact to the surrounding community. The homes will be served with an upgraded intersection at Plaza Road Extension and Vandora Drive, which will help with turning movements and traffic flow on Plaza Road Extension.

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

   a. **Utilities:**

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

b. Transportation:

A TIA was not required based on the lower amount of traffic generated by this minor subdivision with only six (6) homes. Driveway access will be reviewed and permitted by NCDOT during the Construction Documents (CDs) review.

c. Safety and Sanitation Services:

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

d. Schools:

The proposed development would generate less than 6 students across all levels. Cabarrus County School did not offer an impact statement for this rezoning and single family development as the impact is so minimal.

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

a. Whether the proposed zoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting or other nuisances;

The proposed single-family development and density of the proposed development (2.45 dwelling units per acre) is compatible with surrounding land uses, particularly the PUD area.

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

Like all other development activity in this area, the development of this land would convert former vacant land into residential neighborhoods, while preserving appropriate area for open space.

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

The areas around this property are generally zoned for low to medium density residential use, norther edge property designated for mixed-used already contains mixture of commercial, office and residential use. Existing land use patterns in the area typically consist of low to medium density residential neighborhoods and vacant forested land and land previously used for agricultural purposes.

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

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

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

As previously mentioned, the specific use of the property, single family attached homes, is consistent with surrounding neighborhoods and aligns with Harrisburg Area Land Use Plan (HALUP), particularly the mixed-use areas.

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

This property has been vacant.

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

Land supply is not a direct issue in this area.

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

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

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

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

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

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

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

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

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

9. **The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and**

avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare and vibration and not create a nuisance.

The applicant intends to work collaboratively with both Harrisburg town staff and the NC Department of Transportation in establishing appropriate intersection improvements for the development. Improvements include widening of Plaza Road Extension and turn lanes in both directions.

Landscaping buffers shown are adequate to meet the needs of the adjacent properties, and active open space is designated as part of the subdivision.

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

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

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

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

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

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

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

    The Planning and Zoning Board will need to adopt a consistency statement when a recommendation or decision is made on this item.

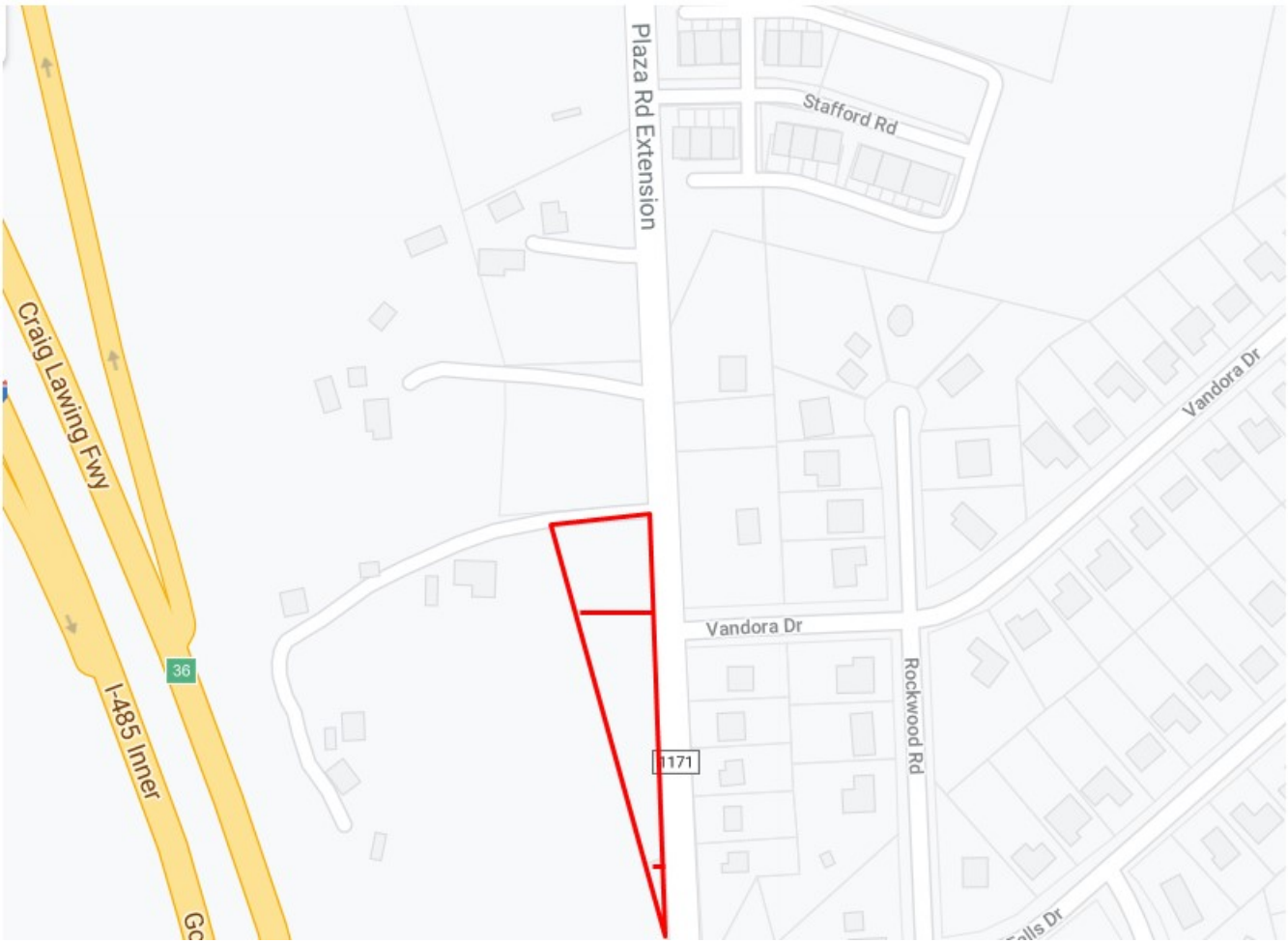
APPROVAL WITH CONDITIONS:

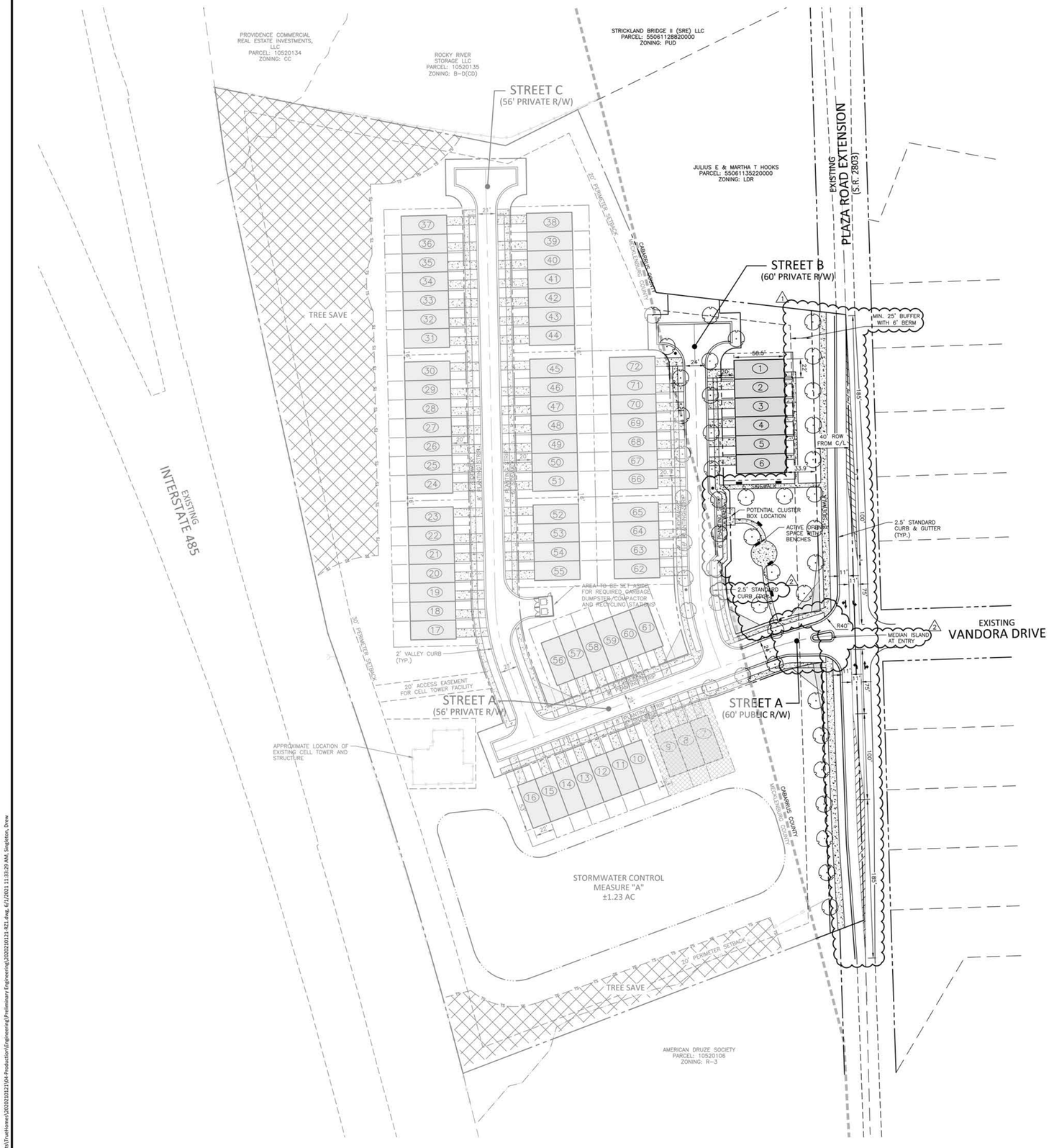
The proposal is a conditional re-zoning request. Conditions *may* be imposed on the zoning action; staff recommends that the following conditions be placed on this project. Applicant agrees to the following:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees mailbox clusters shall meet ADA Standards at a minimum.
3. Applicant agrees to restrict primary cladding materials for all residential buildings to masonry or similar products; vinyl siding will not be used.
4. Applicant agrees that there will be no exposed concrete foundations and that siding and/or other material must extend to the ground level on all sides of the homes.

RECOMMENDATION:

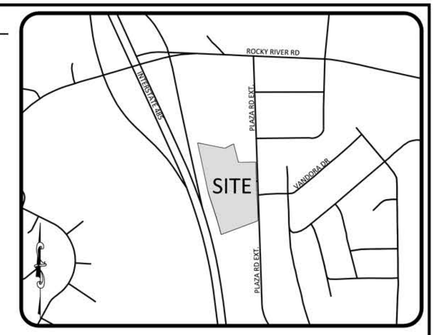
With the proposed site plan and conditions proposed, the rezoning request is consistent with the Harrisburg Area Land Use Plan. Planning and Zoning Department staff supports approval of the rezoning request with conditions.


Plaza Rd Extension
Stafford Rd
Craig Lawing Fwy
I-485 Inner
36
Vandora Dr
Vandora Dr
Rockwood Rd
1171



SITE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- TREE SAVE AREA
- PEDESTRIAN STREET LIGHTS



VICINITY MAP
NTS

CUMULATIVE SITE DATA

PREPARED BY: MCADAMS COMPANY
3430 TORINGDON WAY, SUITE 110
CHARLOTTE, NC 28277
704.527.0800

MECKLENBURG COUNTY PID: 10520130, 10520107, 10520108, 10520117 = +/- 10.69 AC

CABARRUS COUNTY PIN: 5506113265, 5506114009, 5506104854 = +/- 2.45 AC

TOTAL SITE ACREAGE:	± 13.14 AC
EXISTING ZONING:	MECKLENBURG COUNTY: R-3 CABARRUS COUNTY: LDR
PROPOSED ZONING:	CHARLOTTE: R-8MF HARRISBURG: RV (CD)
EXISTING USE:	VACANT, RESIDENTIAL, WIRELESS COMMUNICATIONS TOWER
PROPOSED USE:	UP TO 72 SINGLE-FAMILY ATTACHED (TOWNHOME) UNITS 6 REAR-LOAD UNITS (HARRISBURG) & 66 FRONT-LOAD UNITS (CHARLOTTE)
DENSITY PROPOSED:	5.47 DWELLING UNITS PER ACRE
PROPOSED NUMBER OF UNITS:	72 TOWNHOMES
REQUIRED TREE SAVE AREA (CHARLOTTE):	1.60 AC (15% OF SITE AREA)
PROVIDED TREE SAVE AREA (CHARLOTTE):	2.07 AC (19.31% OF SITE AREA)
HERITAGE TREE PRESERVATION (HARRISBURG):	NONE EXIST
PROVIDED OPEN SPACE AREA:	3.58 AC (27.25% OF SITE AREA (EXCLUDING TREE SAVE))
2 PROVIDED OPEN SPACE DEDICATION:	PAYMENT IN LIEU (1/35 AC x 6 = .171 AC AVERAGE FAIR MARKET VALUE)

DENSITY CALCULATION:
TOTAL SITE AREA = 13.14 AC
NUMBER OF DWELLING UNITS: 72

DWELLING UNITS/AC = 72/13.14 = 5.47 DU/AC

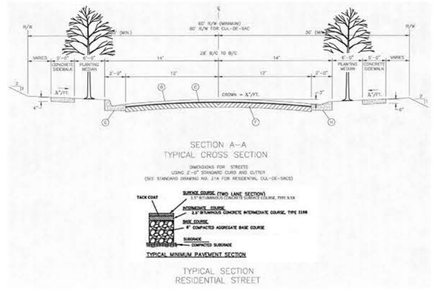
LINEAR FEET OF ROADS:
STREET 'A' - 431
STREET 'B' - 404
STREET 'C' - 785

1 IMPERVIOUS CALCULATION:
STRUCTURE = 7,722 SF
ROADWAY = 41,569 SF
SIDEWALKS = 12,122 SF

TOTAL IMPERVIOUS = 61,413 SF

OPEN SPACE CALCULATION:
ACTIVE OPEN SPACE (HARRISBURG) = 1.03 AC
ACTIVE OPEN SPACE (CHARLOTTE) = 2.55 AC
TOTAL SITE AREA OPEN SPACE = 3.58 AC

GRAPHIC SCALE
0 30 60 120
1 inch = 60 ft.



McADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

TRUE HOMES
SHAUN GASPARINI
2649 BRECKONRIDGE CENTRE DRIVE
SUITE 104
MONROE, NORTH CAROLINA 28110

HOOKS LANDING
REZONING CONCEPT PLAN
PLAZA RD EXTENSION
HARRISBURG & CHARLOTTE, NORTH CAROLINA

REVISIONS

NO.	DATE	
1	04. 08. 2021	PER CITY AND NCDOT COMMENTS
2	05. 11. 2021	PER CITY COMMENTS

PLAN INFORMATION

PROJECT NO.	2020210121
FILENAME	2020210121-RZ1
CHECKED BY	EM
DRAWN BY	JDS
SCALE	1"=60'
DATE	09. 18. 2020

SHEET

REZONING PLAN

RZ-1

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

M:\Projects\TrueHomes\2020210121\04-Production\Engineering\Preliminary Engineering\2020210121-RZ1.dwg, 6/1/2021 11:38:39 AM, Singleton, Drew

DEVELOPMENT NOTES

RV Zoning Site Development Standards:

Max Density:	**8 DUA**
Impervious Surface Ratio:	**0.5**
Proposed Impervious Surface Ratio:	**0.24**
Min. Street Frontage:	**15 feet**
Proposed Street Frontage:	**22 feet (units fronting Plaza Rd Ext)**
Min. Building Spacing:	**20 feet**
Proposed Building Spacing:	**N/A – 1 building**
Min. Front Setback:	**20 feet**
Max. Front Setback:	**35 feet**
Proposed Front Setback:	**34 feet along Plaza Rd Ext**
Max. Building Length:	**150 feet**
Proposed Max. Building Length:	**135 feet**

Site Development Data:

Acreage:	**+- 2.45 acres**
Tax Parcels:	**5506113265, 5506114009, 5506104854**
Existing Zoning:	**Cabarrus County – LDR**
Proposed Zoning:	**Harrisburg – RV (CD)**
Existing Uses:	**Vacant**
Proposed Uses:	**Up to 6 single-family attached (Townhome) units**
Proposed Density:	**2.44 DUA**
Required Open Space:	**.294 acres or 12,807 square feet (12% of site)**
Proposed Open Space:	**.635 acres or 27,692 square feet (25.9% of site)**
Required Public Open Space:	**.171 acres or 7,449 square feet (1/35 x 6)**
Proposed Public Open Space:	**.303 acres or 13,235 square feet**

1. General Provisions:

These Development Standards form part of the Rezoning Plan associated with the Rezoning Petition filed by True Homes (the "Petitioner") to accommodate the development of a residential townhome community on that approximately 2.45-acre site located on the west side of Plaza Road Extension and across Vandora Drive, which is more particularly depicted on the Rezoning Plan (the "Site"). The Site is comprised of Tax Parcel Numbers 5506-10-4854, 5506-11-3265, and 5506-11-4009.

Development of the Site shall be governed by the Rezoning Plan, the Site Development Data, and the applicable provisions of the Town of Harrisburg Unified Development Ordinance (the "Ordinance"). Unless the Rezoning Plan or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the RV Zoning District shall govern all development taking place on the Site.

Inasmuch as planning for the proposed redevelopment of the Site has not yet advanced beyond the formative stage, the ultimate layouts of the development proposed, the exact alignments of streets and points of access, the configurations and placements of parking areas and the heights and masses of buildings have not yet been determined. As a consequence, the configurations, placements and sizes of the buildings and parking areas depicted on the Rezoning Plan are schematic in nature and therefore are subject to refinements as part of the total design process. They may, therefore, be altered or modified during design development and construction document phases so long as the maximum parking and building envelope lines established on the Rezoning Plan are not violated and the proposed alterations or modifications do not exceed the parameters established under the Site Development Data and under the Ordinance for the RV District.

1 Petitioner agrees to the following:

a) Obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
b) Mailbox clusters shall meet minimum ADA Standards.

2. Permitted Uses and Maximum Development:

The Site may be developed with up to 6 single-family attached dwelling units (townhomes), together with any incidental and accessory uses related thereto that are allowed in the RV zoning district.

3. Transportation:

a) Vehicular access will be as generally depicted on the Rezoning Plan. The placement and configuration of the vehicular access point shown on the Rezoning Plan is subject to any minor modifications required to accommodate final site and construction plans and designs and to any adjustments required by the Town of Harrisburg and/or NCDOT for approval.

b) As depicted on the Rezoning Plan, the Site will be served by public and/or private streets.

c) Internal sidewalks and pedestrian connections shall be provided along all public and private streets throughout the Site.

1 d) Coordination with NCDOT has occurred regarding a left turn lane, along Plaza Rd Ext, as depicted on the Rezoning Plan.

4. Architectural Standards:

a) The principal buildings used for residential uses constructed on the Site may use a variety of building materials. The building materials used for buildings may be a combination of the following: brick, stone, simulated stone, precast stone, precast concrete, synthetic stone, stucco, and cementitious fiber board siding. Vinyl or aluminum as a building material may only be used on windows, soffits, and handrails/railings. The proposed roofing materials may be architectural shingles, wood shake, slate, tile, and/or metal.

b) The Petitioner agrees to restrict cladding materials for all buildings to cladding products other than vinyl siding.

1 c) The façade of the residential uses constructed on the Site will have a minimum 35% brick and/or stone façade as depicted on the elevation drawing. There will be no exposed concrete foundations and that siding and/or other material must extend to the ground level on all sides of the homes.

5. Streetscape and Landscaping, and Environmental Features:

1 a) The Petitioner shall provide a minimum 20 foot and maximum 35 foot front setback along Plaza Rd Ext.. An 8 foot sidewalk, as generally depicted on the Rezoning Plan may encroach into the minimum 20 foot and maximum 35 foot front setback. A 25 foot bufferyard, with a 6 foot berm, will start at the edge of the dedicated right-of-way along Plaza Rd Ext. Said bufferyard will be incorporated into the minimum 20 foot and maximum 35 foot front setback.

b) The Site shall meet the provisions of the Ordinance related to connectivity provided.

c) The Petitioner shall comply with Tree Preservation and Post Construction Stormwater requirements.

6. Amendments to Rezoning Plan:

Future amendments to the Site Development Data may be applied for by the then Owner or Owners of the parcel or parcels within the Site involved in accordance with the provisions of the Ordinance.

Further alterations or modifications to this Rezoning Plan which, in the opinion of the Planning Director, substantially alter the character of the development or significantly alter the Site Development Data or any of its conditions or which increase the intensity of development shall not be deemed to be minor and may only be made in accordance with the Ordinance, as applicable.

7. Binding Effect of the Rezoning Documents and Definitions:

a) If this Rezoning Plan is approved, all conditions applicable to development of the Site imposed under the Site Development Data will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of the Petitioner and the current and subsequent owners of the Site and their respective successors in interest and assigns.

1

McADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

TRUE HOMES
SHAUN GASPARINI
2649 BRECKONRIDGE CENTRE DRIVE
SUITE 104
MONROE, NORTH CAROLINA 28110

HOOKS LANDING
REZONING CONCEPT PLAN
PLAZA RD EXTENSION
HARRISBURG & CHARLOTTE, NORTH CAROLINA

REVISIONS

NO.	DATE	
1	04. 08. 2021	PER CITY AND NCDOT COMMENTS
2	05. 11. 2021	PER CITY COMMENTS

PLAN INFORMATION

PROJECT NO.	2020210121
FILENAME	2020210121-RZ1
CHECKED BY	EM
DRAWN BY	JDS
SCALE	
DATE	11. 05. 2020

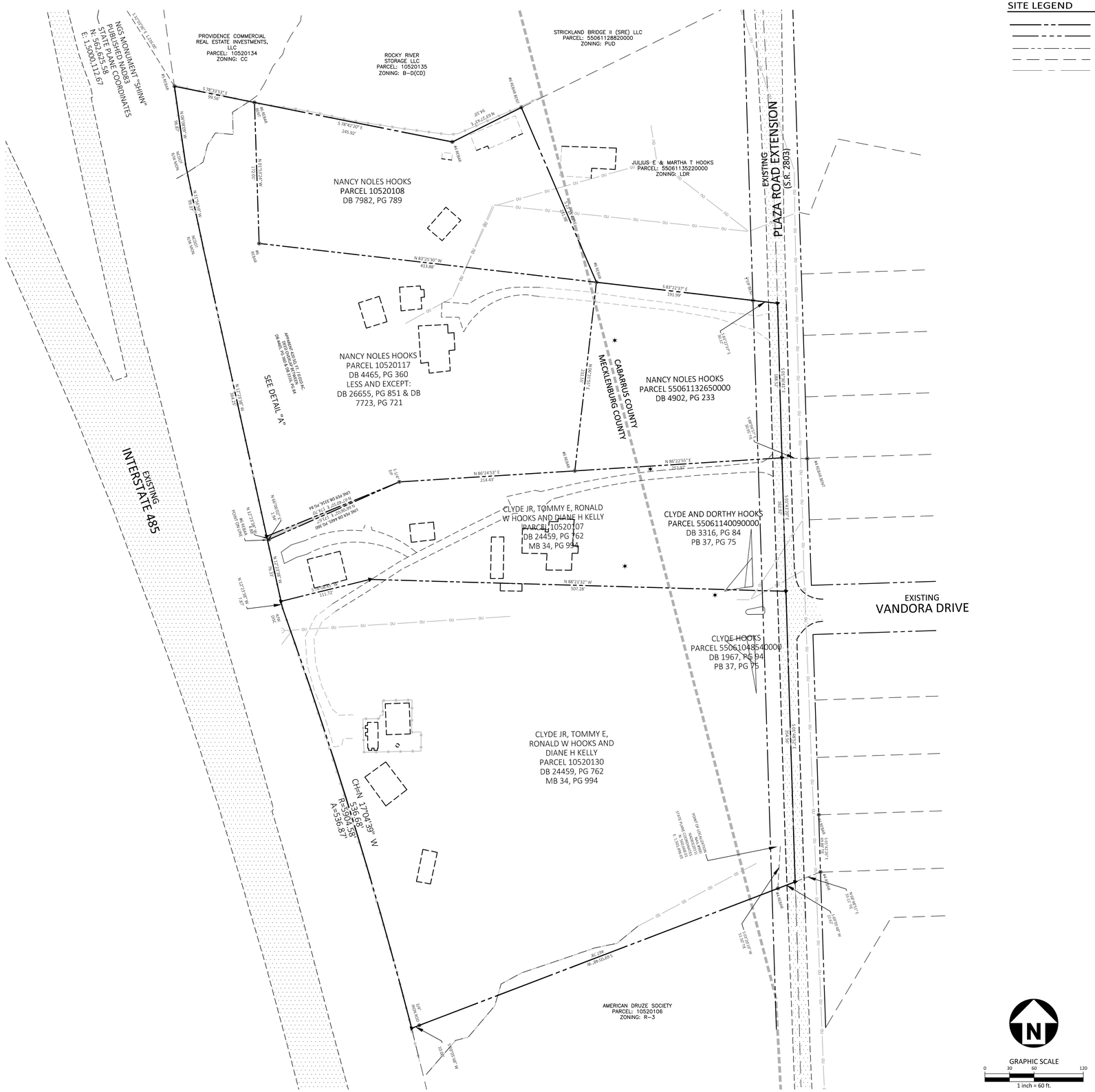
SHEET

REZONING NOTES

RZ-2

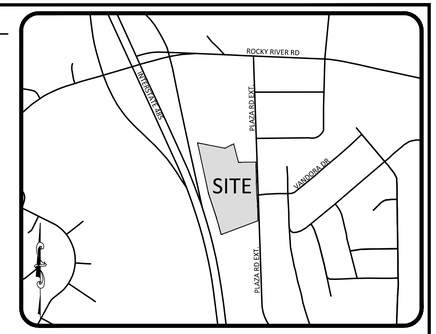
PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

M:\Projects\TrueHomes\2020210121\04-Production\Engineering\Preliminary Engineering\2020210121-RZ1.dwg, 5/11/2021 3:09:44 PM, Singleton, Drew



SITE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE



VICINITY MAP
NTS

McADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

TRUE HOMES
SHAUN GASPARINI
2649 BRECKONRIDGE CENTRE DRIVE
SUITE 104
MONROE, NORTH CAROLINA 28110

HOOKS LANDING
REZONING CONCEPT PLAN
PLAZA RD EXTENSION
HARRISBURG & CHARLOTTE, NORTH CAROLINA

REVISIONS

NO.	DATE	
1	04. 08. 2021	PER CITY AND NCDOT COMMENTS
2	05. 11. 2021	PER CITY COMMENTS

PLAN INFORMATION

PROJECT NO.	2020210121
FILENAME	2020210121-RZ1
CHECKED BY	EM
DRAWN BY	JDS
SCALE	1"=60'
DATE	09. 18. 2020

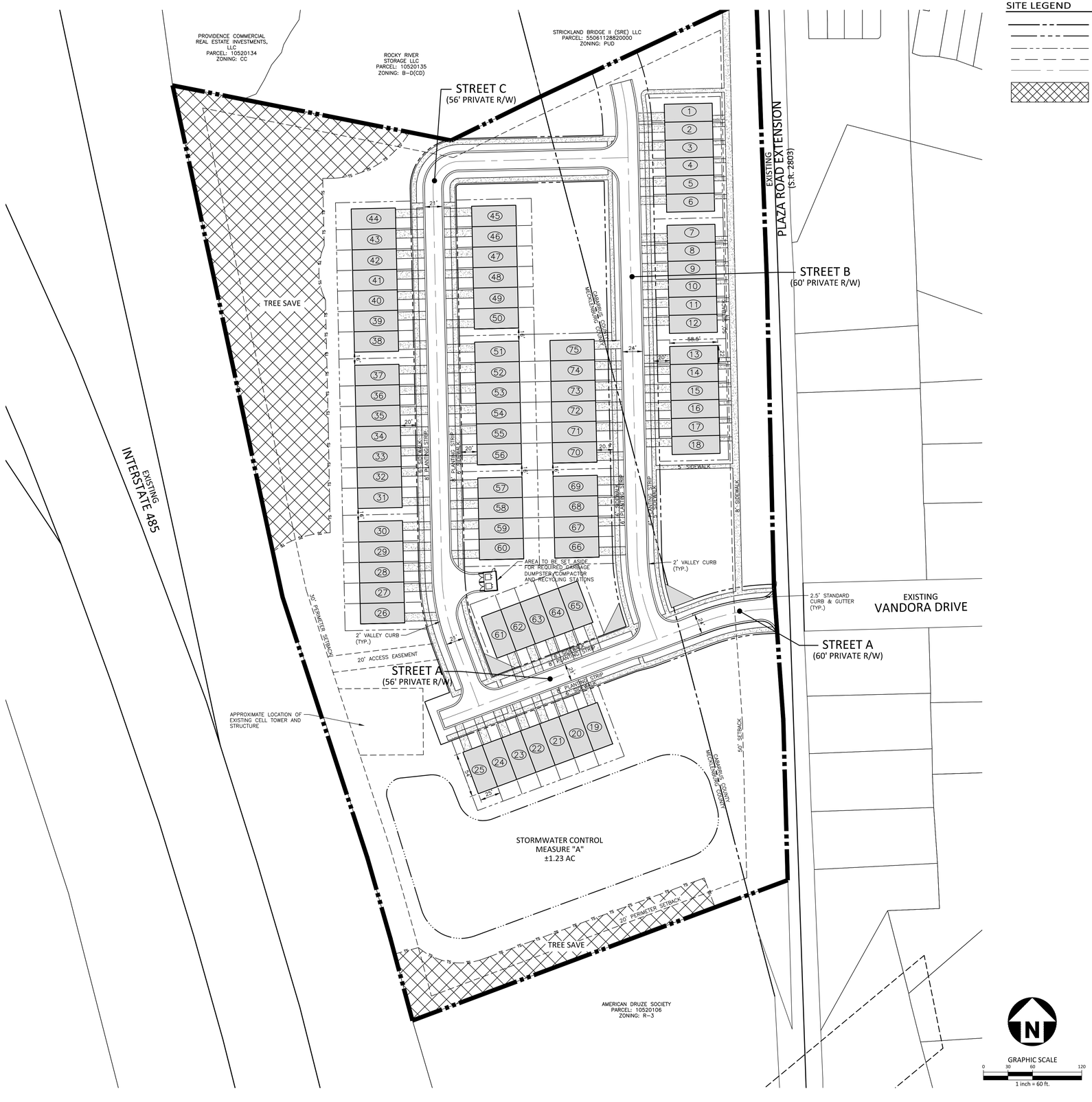
SHEET

EXISTING PROPERTY BOUNDARIES

RZ-3

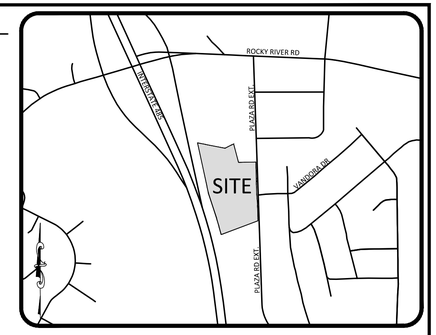
PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

M:\Projects\TrueHomes\2020210121\04-Production\Engineering\Preliminary Engineering\2020210121-RZ1.dwg, 5/11/2021 3:10:25 PM, Singleton, Drew



SITE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- TREE SAVE AREA



VICINITY MAP
NTS

McADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

TRUE HOMES
SHAUN GASPARINI
2649 BRECKONRIDGE CENTRE DRIVE
SUITE 104
MONROE, NORTH CAROLINA 28110

HOOKS LANDING
EXHIBIT
PLAZA RD EXTENSION
HARRISBURG & CHARLOTTE, NORTH CAROLINA

REVISIONS

NO.	DATE	
1	04. 08. 2021	PER CITY AND NCDOT COMMENTS

PLAN INFORMATION

PROJECT NO.	2020210121
FILENAME	2020210121-RZ1-EX
CHECKED BY	EM
DRAWN BY	JDS
SCALE	1"=60'
DATE	12. 14. 2020

SHEET

POTENTIAL FUTURE BUILD OUT PHASE

EX-1

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

M:\Projects\TrueHomes\2020210121\04-Production\Engineering\Preliminary Engineering\Exhibit - True Homes 24x54\2020210121-RZ1-EX.dwg, 4/8/2021 8:50:48 AM, Singleton, Drew

MCADAMS

COMMUNITY MEETING REPORT

REZONING PETITION H2021-02-(R)

APPLICANT: **SHAUN GASPARINI, TRUE HOMES**

LAND PLANNING/CIVIL: **EDDIE MOORE, AICP, MCADAMS** EM

PROPERTY: **+- 2.45 ACRES (WEST OF PLAZA ROAD EXT, SOUTH OF ROCKY RIVER ROAD, AND EAST OF I485)**

DATE: **JANUARY 25, 2021**

This Community Meeting Report is being filed with the Town of Harrisburg Planning + Zoning Department and available for review.

TIME AND LOCATION OF MEETING:

The Community Meeting required by the Ordinance was held on virtually, via Zoom, on Thursday, January 21, 2021 at 6:30 PM. McAdams provided the Town with a mailing list of adjacent property owners and the Town mailed notices of this meeting to those property owners.

SUMMARY OF ISSUES DISCUSSED AT MEETING:

I. Overview of Applicant's Presentation

Introduction and Overview of Rezoning + Development Plan:

Sushil Nepal of Harrisburg opened the meeting and introduced the Applicant. Mr. Nepal gave an overview of the site, area zoning, and explained the proposed zoning district that has been requested and described the type of development intended.

The property owner is requesting a rezoning of these parcels, currently located in the County, from LDR (Low Density Residential) to CZ-RV, Conditional Zoning Residential Village. The purpose of the rezoning is to enable the property owner to develop and subdivide the property for up to 6 townhomes.

Shaun Gasparini of True Homes gave an overview of the site plan and explained this rezoning is part of a larger project with a rezoning underway in Charlotte. The overall development will consist of 6 townhomes in Harrisburg and 57 townhomes in Charlotte. Mr. Gasparini committed to meeting the

town's 35% brick or stone veneer requirement along the front façade of the 6 townhomes in Harrisburg.

II. Summary of Questions/Comments and Responses:

Attendees made the following statements and asked the following questions and the Town and development team provided responses to those questions:

1. Is this site on the Harris Teeter side or Brookdale side? – *Site is located 1 parcel south of the Novant facility on the west side of Plaza Road Ext.*

PETITION REQUESTING ANNEXATION

DATE: April 9, 2021

TO THE TOWN COUNCIL OF THE TOWN OF HARRISBURG

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the Town of Harrisburg.
2. The area to be annexed is:

   □ CONTIGUOUS ☒ NON-CONTIGUOUS

   to the Town of Harrisburg and the boundaries of such territory are:

   ☒ ATTACHED □ DESCRIBED AS FOLLOWS:

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

3. A sealed survey is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Harrisburg.

4. SIGNATURE OF OWNERS

   NAME ADDRESS

   Clyde Hooks Jr + Tommy E Hooks - 1560 WOODCROFT DR, FORT MILL, SC 29708
   (55061048540000)

   The Estate of Clyde Hooks - 1560 WOODCROFT DR, FORT MILL, SC 29708
   (55061140090000)

   Nancy Hooks - 13280 PLAZA RD EXT, CHARLOTTE, NC 28215
   (55061132650000)

Harrisburg NC
The right side of opportunity

Owner/Agent/Applicant Information (55061048540000)

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

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

12. Property Owner: Clyde Hooks Jr & Tommy E. Hooks
    Address: 1560 WOODCROFT DR, FORT MILL, SC 29708
    Phone: 803-417-7200
    Fax:
    Email: CLYDE-HOOKS@COMPORIUM.NET
    Signature: Clyde Hooks Jr. Tommy Hooks Diane H. Rich Ronald Hooks

13. Agent (if any): Eddie Moore - McAdams
    Address: 3430 Toringdon Way, Suite 110, Charlotte, NC 28277
    Phone: 704-724-3594
    Fax:
    Email: emoore@mcadamsco.com
    Signature: Eddie Moore

14. Applicant (if any): Shaun Gasparini - True Homes
    Address: 2649 Breckonridge Centre Dr, Suite 110, Monroe, NC 28110
    Phone: 704-779-4126
    Fax:
    Email: sgasparini@truehomesusa.com
    Signature:

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

Harrisburg NC
The right side of opportunity

Owner/Agent/Applicant Information (55061140090000)

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

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

12. Property Owner: The Estate of Clyde Hooks
    Address: C/O CLYDE HOOKS JR, FORT MILL, SC 29708
    Phone:
    Fax:
    Email:
    Signature:

13. Agent (if any): Eddie Moore - McAdams
    Address: 3430 Toringdon Way, Suite 110, Charlotte, NC 28277
    Phone: 704-724-3594
    Fax:
    Email: emoore@mcadamsco.com
    Signature:

14. Applicant (if any): Shaun Gasparini - True Homes
    Address: 2649 Breckonridge Centre Dr, Suite 110, Monroe, NC 28110
    Phone: 704-779-4126
    Fax:
    Email: sgasparini@truehomesusa.com
    Signature:

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

Harrisburg NC
The right side of opportunity

Owner/Agent/Applicant Information (55061132650000)

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

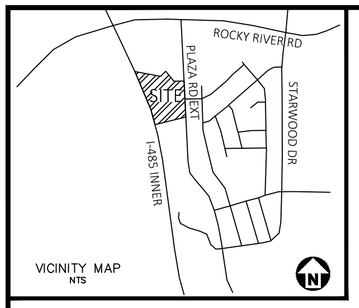
I do hereby certify that all information which I have provided for this application is, to the best of my/our knowledge, correct.

12. Property Owner: Nancy N. Hooks
    Address: 13280 PLAZA RD EXT, CHARLOTTE, NC 28215
    Phone: 704-436-8302
    Fax: gbrown@stalite.com
    Email:
    Signature: Janet H. Haggett, Carol H Brown, Michael Hook

13. Agent (if any): Eddie Moore - McAdams
    Address: 3430 Toringdon Way, Suite 110, Charlotte, NC 28277
    Phone: 704-724-3594
    Fax:
    Email: emoore@mcadamsco.com
    Signature: Eddie Moore

14. Applicant (if any): Shaun Gasparini - True Homes
    Address: 2649 Breckonridge Centre Dr, Suite 110, Monroe, NC 28110
    Phone: 704-779-4126
    Fax:
    Email: sgasparini@truehomesusa.com
    Signature:

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



GENERAL NOTES

1.) This is a survey of an existing parcel of land. This is a boundary survey.

2.) Bearings are relative to NC grid north NAD83 (2011).

3.) All distances are horizontal ground distances.

4.) Flood note: this property is not located in a special flood hazard zone. it is located in zone "X" as defined by FEMA F.I.R.M. map number 3710550600k dated November 16, 2018.

5.) References: DB 7982, PG 789; DB 24459, PG 762 of the Mecklenburg county registry

PIN 10520108, 10520117, 10520107, 10520130

references: DB 4902, PG 233; DB 3316, PG 94; DB 1967, PG 94 of the Cabarrus county registry

PIN 55061132650000, 55061140090000, 55061048540000

6.) No grid monuments found within 2000' of site.

7.) The purpose of this plat is to annex the portion of the subject parcels PIN 55061132650000, 55061140090000, 55061048540000 into Mecklenburg county.

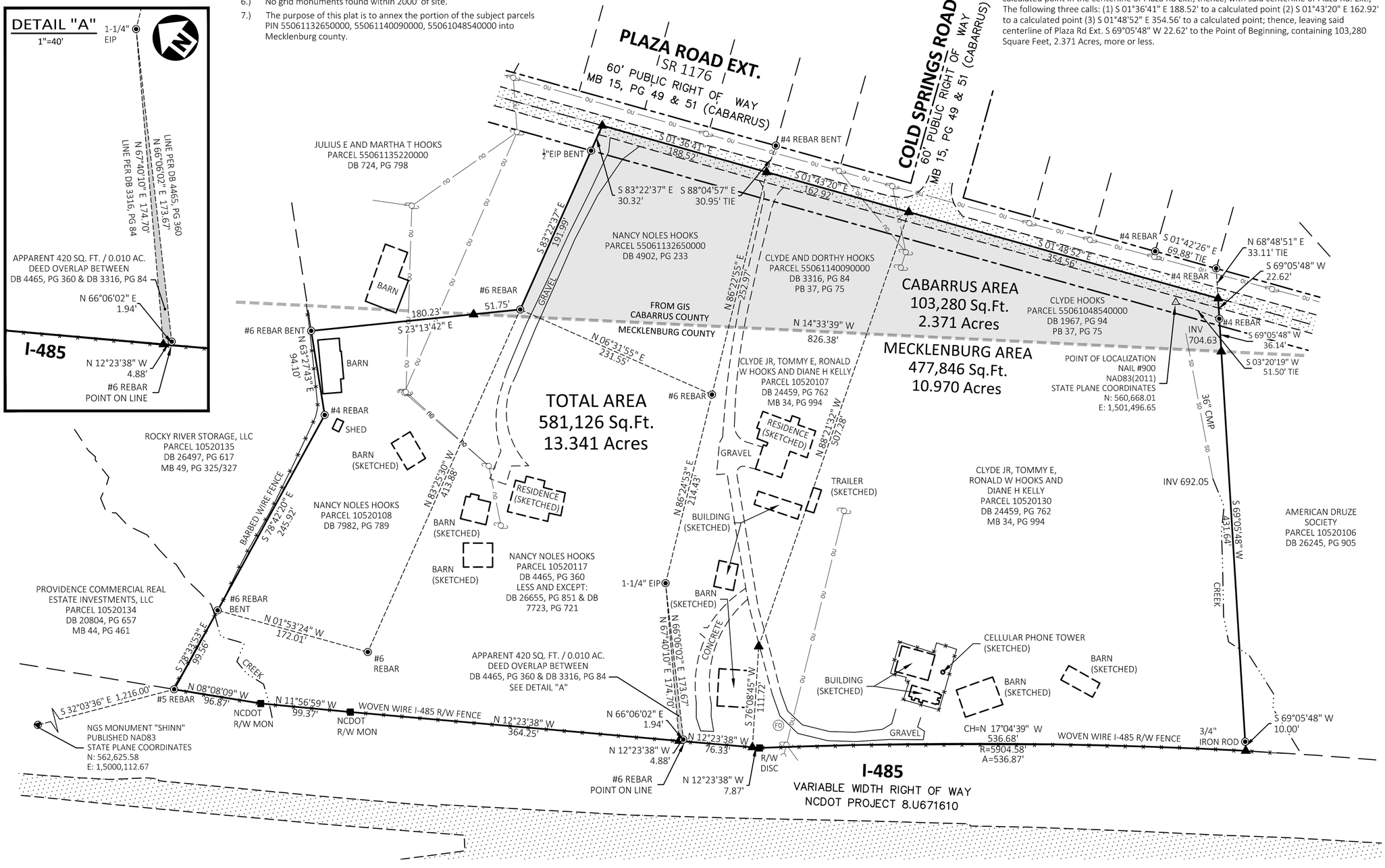
LEGEND

- FOUND PROPERTY CORNER
- CONCRETE MONUMENT
- SET PROPERTY CORNER
- CALCULATED CORNER
- FIBER OPTIC MANHOLE
- CALCULATED CORNER
- POINT OF LOCALIZATION
- NGS MONUMENT
- POWER POLE
- GUY ANCHOR
- STORM DRAIN
- FENCE LINE
- SURVEYED PROPERTY LINE
- PROPERTY LINE NOT SURVEYED

NC GRID (NAD83)

CABARRUS AREA DESCRIPTION

Being that certain tract of land containing a portion of parcels 55061132650000, 55061140090000, 55061048540000 in Cabarrus county North Carolina. Said combined tract of land being bounded on the East by Plaza Road Extension (60' right of way MB 15, PG 49& 51 Cabarrus county) and on the West by Interstate 485 and being more particularly described as follows:
Commencing at a nail (#900) on the west side of Plaza Rd Ext. being the point of localization and having NC state plane NAD83(2011) coordinates: N 560,668.01', E 1,501,496.65, thence S 03°20'19" W 51.50' to a #4 rebar on the northern line of that American Druze Society parcel (DB 26245, PG 905) being the point of beginning of the herein described tract. Thence, in a clockwise direction with said Druze line, S 69°05'48" W 36.14' to a calculated point on the approximate Mecklenburg/Cabarrus county line; thence, with said approximate county line N 14°33'39" W 826.38' to a calculated point on the western line of that Julius and Martha T Hooks parcel (DB 724, PG 798); thence, with said Hooks parcel, the following three calls: (1) S 23°13'42" E 51.75' to a #6 rebar (2) S 83°22'37" E 191.99' to a bent 1/2" iron pipe (3) S 83°22'37" E 30.32' to a calculated point in the centerline of Plaza Rd Ext.; thence, with said centerline of Plaza Rd. Ext., The following three calls: (1) S 01°36'41" E 188.52' to a calculated point (2) S 01°43'20" E 162.92' to a calculated point (3) S 01°48'52" E 354.56' to a calculated point; thence, leaving said centerline of Plaza Rd Ext. S 69°05'48" W 22.62' to the Point of Beginning, containing 103,280 Square Feet, 2.371 Acres, more or less.



I, BRIAN E. HICKS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK AND PAGE SHOWN; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS

22nd DAY OF January, A.D. 2021.

BRIAN E. HICKS, PLS L-4281

PRELIMINARY
NOT FOR RECORDATION, CONVEYANCES OR SALES

NORTH CAROLINA PROFESSIONAL SEAL L-4281 LAND SURVEYOR BRIAN E. HICKS

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

PROFESSIONAL LAND SURVEYOR

I, BRIAN E. HICKS, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

(1)CLASS OF SURVEY: CLASS A
(2)POSITIONAL ACCURACY: < 0.100'
(3)TYPE OF GPS FIELD PROCEDURE: VRS
(4)DATE OF SURVEY: 12-31-2020
(5)DATUM/EPOCH: NAD 83(2011)
(6)PUBLISHED/FIXED-CONTROL USED:NC49
(7)GEOID MODEL: GEOID12A
(8)COMBINED GRID FACTOR(S):0.99987305
(9)UNITS: METERS CONVERTED TO US SURVEY FEET

GRAPHIC SCALE
80 0 40 80 160
1 inch = 80 ft.

McADAMS
The John R. McAdams Company, Inc.
3430 Toringdon Way
Suite 110
Charlotte, NC 28277
phone 704. 527. 0800
fax 919. 361. 2269
license number: C-0293
www.mcadamsco.com

CLIENT

TRUE HOMES
2649 BREKONRIDGE CENTRE DRIVE
MONROE, NC 28110

HOOKS LANDING
ANNEXATION PLAT
PLAZA ROAD EXT
MECKLENBURG AND CABARRUS COUNTIES

REVISIONS

NO.	DATE

PLAN INFORMATION

PROJECT NO.	2020210121
FILENAME	2020210121-F2
CHECKED BY	BEH
DRAWN BY	CFA
SCALE	1"=80
DATE	4-12.2021

SHEET

ANNEXATION PLAT
1-1

Harrisburg NC
The right side of opportunity

To the Town Council of the Town of Harrisburg of Harrisburg North Carolina:

I, Janet Rackley, Clerk, do hereby certify that I have investigated the petitions attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 27th day of April, 2021.

(Seal) SEAL OF THE TOWN OF HARRISBURG NORTH CAROLINA * 1973 *

Janet Rackley

Janet Rackley, Clerk

Harrisburg NC
The right side of opportunity

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-58.1

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council has by resolution directed the Town of Harrisburg Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held (virtually) at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on June 14, 2021.

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

Being that certain tract of land containing a portion of parcels 55061132650000, 55061140090000, 55061048540000 in Cabarrus county North Carolina. Said combined tract of land being bounded on the East by Plaza Road Extension (60' right of way MB 15, PG 49& 51 Cabarrus county) and on the West by Interstate 485 and being more particularly described as follows:
Commencing at a nail (#900) on the west side of Plaza Rd Ext. being the point of localization and having NC state plane NAD83(2011) coordinates: N 560,668.01', E 1,501,496.65, thence S 03°20'19" W 51.50' to a #4 rebar on the northern line of that American Druze Society parcel (DB 26245, PG 905) being the point of beginning of the herein described tract. Thence, in a clockwise direction with said Druze line, S 69°05'48" W 36.14' to a calculated point on the approximate Mecklenburg/Cabarrus county line; thence, with said approximate county line N 14°33'39" W 826.38' to a calculated point on the western line of that Julius and Martha T Hooks parcel (DB 724, PG 798); thence, with said Hooks parcel, the following three calls: (1) S 23°13'42" E 51.75' to a #6 rebar (2) S 83°22'37" E 191.99' to a bent 1/2" iron pipe (3) S 83°22'37" E 30.32' to a calculated point in the centerline of Plaza Rd Ext.; thence, with said centerline of Plaza Rd. Ext., The following three calls: (1) S 01°36'41" E 188.52' to a calculated point (2) S 01°43'20" E 162.92' to a calculated point (3) S 01°48'52" E 354.56' to a calculated point; thence, leaving said centerline of Plaza Rd Ext. S 69°05'48" W 22.62' to the Point of Beginning, containing 103,280 Square Feet, 2.371 Acres, more or less.

Section 3. Notice of the public hearing shall be published in the Independent Tribune, a newspaper having general circulation in the Town of Harrisburg, at least ten (10) days prior to the date of the public hearing.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Clerk

SEAL OF THE TOWN OF HARRISBURG NORTH CAROLINA 1973

TOWN OF HARRISBURG

Agenda Item Details

Title:
Public Hearing to consider the abandonment of public rights of way associated with Hereford Ln off of Ruth Fidler Drive.

Presenting Personnel:
Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:
Hold Public Hearing to consider the abandonment of entire public rights of way associated with Hereford Ln off of Ruth Fidler Drive.

Town Council will NOT vote on this abandonment request at this meeting, final action at the July meeting.

Description/Background:
The Harrisburg Town Council has received a petition from Donna S. West, Jon D. Harkleroad, Robert S. Mitchell II and Karen S. Mitchell, requesting the abandonment of public right-of-way of Hereford Ln off of Ruth Fidler Drive and property be equally added to adjoining parcels 55173531550000 and 55173520140000.

The public right of way associated with future Hefford Ln was platted and recorded as a potential connection to the adjoining neighborhood. As part of the Harmony Acres rezoning approval, Town Council removed Hereford Ln as a street connection and thus the property remains of no use for public purpose. Staff supports the abandonment and equal transfer of property to two adjoining property owners (applicant requesting abandonment).

A resolution of intent was adopted at the May 10, 2021 meeting, public hearing for the abandonment will be held on June 14, 2021 and a final resolution of abandonment (action) will be adopted at the July 12th meeting.

Recommendation:
Staff recommends holding the public hearing to consider the abandonment of entire public rights of way associated with Hereford Ln off of Ruth Fidler Drive.

Fiscal Impact:
The abandonment will take off the public right of way maintenance from Town and transfer to adjoining property owners.

Attachments:
1. Letter to obtain property Ruth Fidler
2. Hereford Ln
3. RESOLUTION closing of Hereford Ln

Mr. Nepal

Donna S. West, her husband, Jon D. Harkleroad and I, Robert S. Mitchell, II, along with my wife, Karen S. Mitchell, would like to obtain the abandoned land/property that is located between our two parcels on Ruth Fidler Drive in Harrisburg, NC. It is our understanding that this land was to be deemed a right of way between our two properties for access from Stallings Farm to a future development behind our properties. We are also aware that this is no longer the case for this land and it has since been abandoned by the Town of Harrisburg. The upkeep of this land has been maintained by Donna S. West, and we purchased the property on the other side, we have hence shared the upkeep duties. The Town of Harrisburg has not had any hand in its maintenance.

This letter is to serve as a formal request for the adjacent two property owners to obtain and split the said property. This is to be done equally and to be added to the existing acreage of each adjacent property parcels. **Parcel #55173531550000** is owned by Robert S. Mitchell, II and Karen S. Mitchell at **7174 Ruth Fidler Drive** and sits on the more northern side to said abandoned property. **Parcel #55173520140000** is owned by Donna S. West and Jon D. Harkleroad at **7188 Ruth Fidler Drive** and sits on the more southern side to said abandoned property.

We, Donna S. West, Jon D. Harkleroad, Robert S. Mitchell, II, and Karen S. Mitchell all completely understand that this will have to endure the public process of abandonment. It is also our understanding that after this process has been exhausted and approved that we will need to submit a plat for our properties in order to combine these into our existing parcels and record with the County of Cabarrus.

We appreciate your time and attention into this matter. We look forward to this processes implementation and its conclusion, if it deems successful for our two parties involved.

Submitted mutually by all involved,

4-09-21 4/9/21

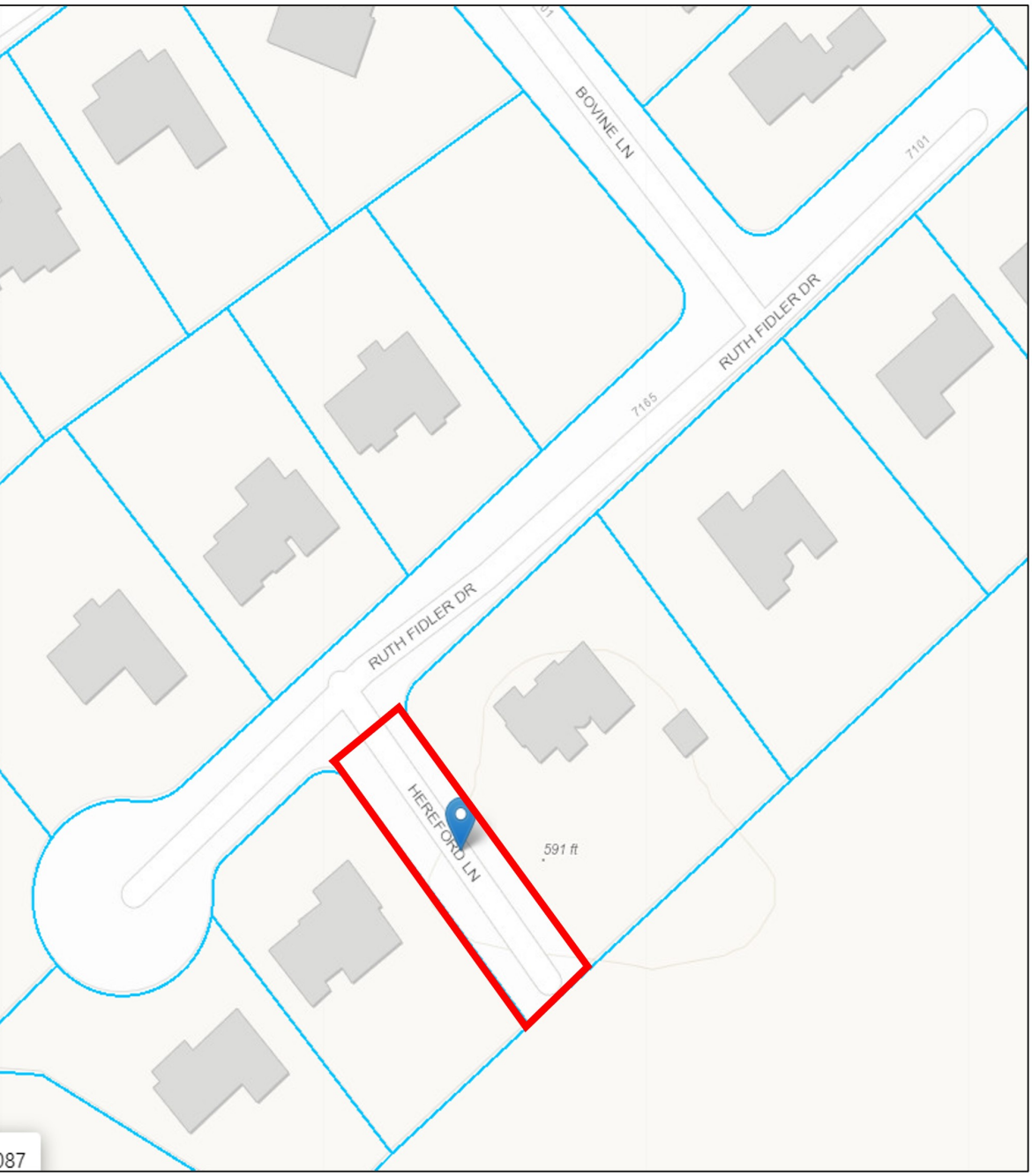
Robert S. Mitchell, II **Donna S. West**

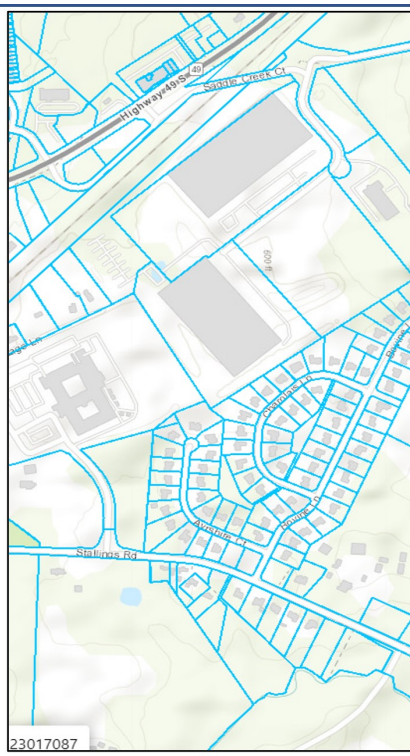
Karen S. Mitchell 4-9-21 4/9/21

Karen S. Mitchell **Jon D. Harkleroad**

7174 Ruth Fidler Dr. **7188 Ruth Fidler Dr.**

Harrisburg, NC 28075 **Harrisburg, NC 28075**





Public Right of Way
Reque

Hereford

Applicant: Donna S. West, Jon D
Mitchell II and Karen S. Mitchell (
owners)

Map Created: April 2021

HARRISBURG TOWN COUNCIL
RESOLUTION
Hereford Ln Right-of-way Abandonment Order

A Resolution Ordering the abandonment of the entire Public Right-of-Way of Hereford Ln

WHEREAS, on the 10th day of May 2021, the Harrisburg Town Council directed the Town Clerk to publish the Resolution of Intent of the Harrisburg Town Council to Consider the abandonment of public right-of-way of Hereford Ln off of Ruth Fidler Drive, in the Independent Tribune newspaper once each week for four successive weeks prior to June 14th Public Hearing, in accordance with GS 160A-299; such Resolution advising the public that a public hearing would be conducted at the Harrisburg Town Hall Council Chambers on June 14, 2021; and

WHEREAS, the Town of Harrisburg on the 10th day of May 2021, ordered the Town Clerk to notify all persons owning property abutting public right-of-way of Hereford Ln, as shown on the county tax records, by registered or certified mail, enclosing with such notification, a copy of the Resolution of Intent; and

WHEREAS, the Town Clerk has advised the Harrisburg Town Council that she provided to each of the abutting property owners a copy of the Resolution of Intent advising them of the day, time and place of the meeting, enclosing a copy of the Resolution of Intent, and advising the abutting property owners that the question as to the abandonment of public right-of-way of Hereford Ln would be acted upon, said letters having been sent by registered or certified mail; and

WHEREAS, the Town Clerk has advised the Harrisburg Town Council that adequate notices were posted on the street as required by G.S. 160A-299; and

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the abandonment of said Street in the public hearing held on June 14, 2021; and

WHEREAS, it now appears to the satisfaction of the Harrisburg Town Council that the abandonment of said street is not contrary to the public interest, and that no individual owning property, either abutting the street or in the vicinity of the street in which the street is located will, as a result of the closing be thereby deprived of a reasonable means of ingress and egress to this property.

NOW, THEREFORE, the public right-of-way of Hereford Ln in its entirety as described in Exhibit A, is hereby ordered abandoned and all right, title, and interest that may be vested in the public to said area for street purposes is hereby released and quitclaimed to the abutting property owners in accordance with the provisions of G.S. 160A-299.

The Mayor and the Town Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the street or alley, such title, for the width of the abutting land owned by them, to extend to the centerline of the herein closed street with provision for reservation of easements to the Town of Harrisburg for utility purposes in accordance with the provision of G.S. 1670A-299(c).

The Town Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Cabarrus County, a certified copy of this resolution and order along with the exhibit depicting the portion of the road to be abandoned.

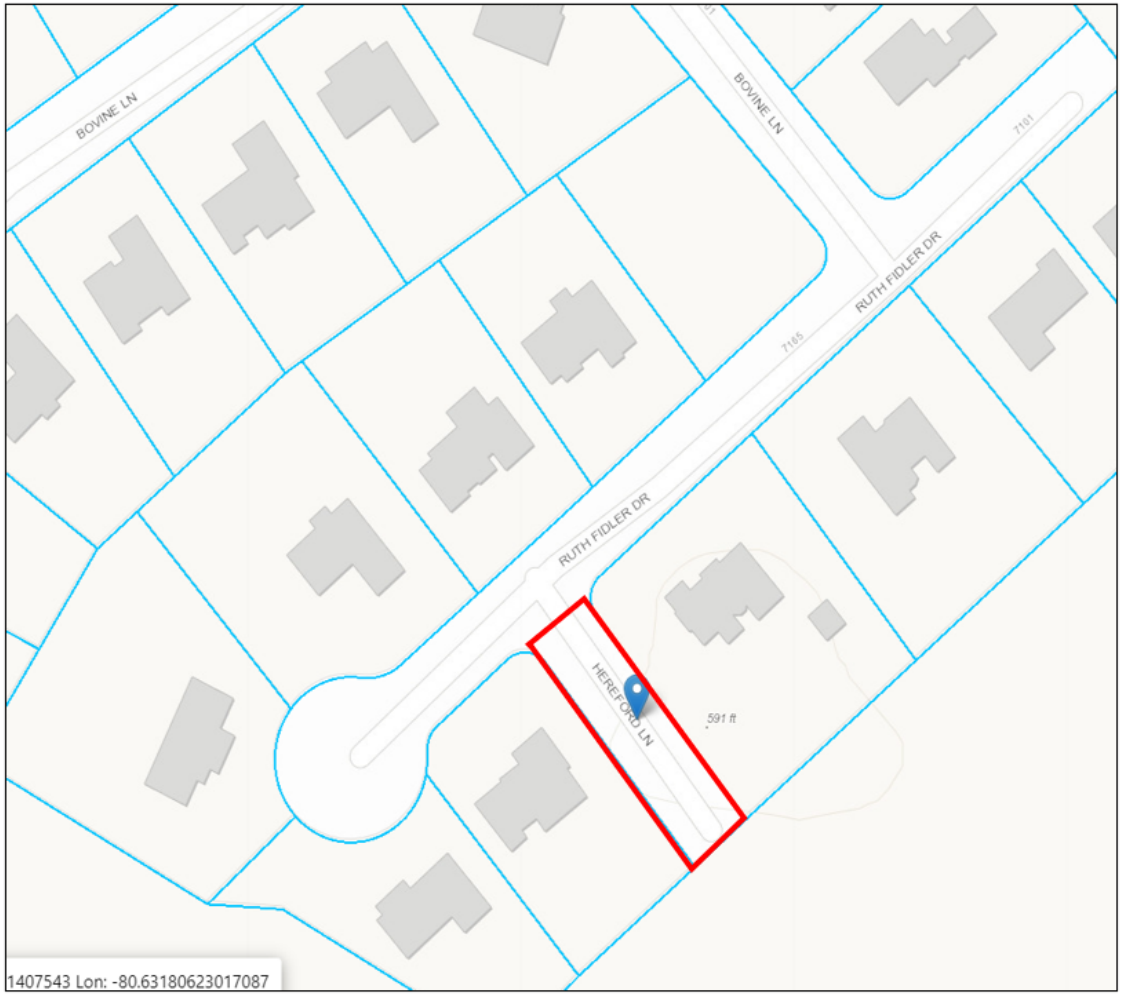
This the_____day of _____, 2021.

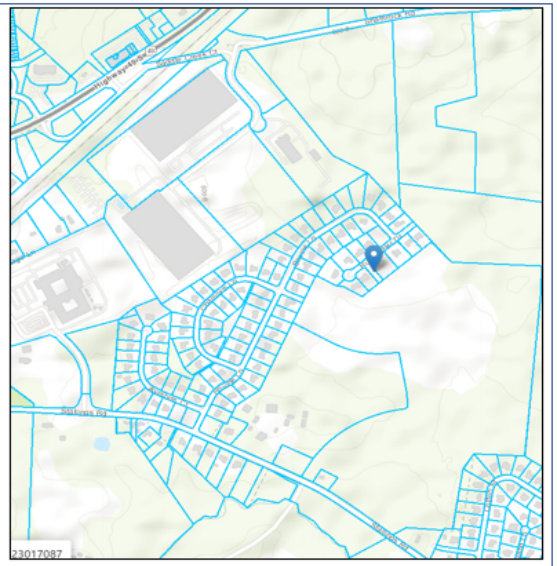
_____
Mayor Steven J. Sciascia

ATTEST:

_____
Janet Rackley, City Clerk

Exhibit A





Public Right of Way Abandonment Request

Hereford Ln

Applicant: Donna S. West, Jon D. Harkleroad, Robert S. Mitchell II and Karen S. Mitchell (adjoining property owners)

Map Created: April 2021

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Appointment of a New Member to the Planning and Zoning Board and Board of Adjustment

Presenting Personnel:
Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:
If approved:
Motion to appoint Mr. Kevin Hutchins to the Planning and Zoning Board and the Board of Adjustment through June 30, 2024.

Description/Background:
There are two (2) positions on the Planning and Zoning Board whose appointment terms are set to expire on June 30, 2021, one vacancy is from within the Harrisburg limits and other is from the Extra-Territorial Jurisdiction (ETJ).

The board vacancy application was posted on the Town's website and social media on April 13th to solicit applications and applications were accepted until May 4th 2021, three (3) applications were received for the town limits vacancy but none were received for the ETJ.

The Planning and Zoning Board sub-committee (Andy Rathke, Rodney Garner and Thelma Chapman) interviewed 3 applicants on May 10, 2021. The sub-committee made their recommendations to appoint Mr. Kevin Hutchins at the May Planning and Zoning Board meeting, the full Planning and Zoning Board affirmed the recommendation and is presenting it to Town Council's consideration. The ETJ position will remain vacant until filled.

New appointee will start their term starting July 1, 2021 and serve a 3 year term.

Recommendation:
The Planning and Zoning Board recommends appointment of Mr. Kevin Hutchins to the Planning and Zoning Board/Board of Adjustment.

Fiscal Impact:
None.

Attachments:
1. Planning Zoning Board Application_Chris S
2. Planning Zoning Board Application_Monica L
3. Planning Zoning Board_Kevin H

Harrisburg NC
PLANNING & ECONOMIC DEVELOPMENT

TOWN OF HARRISBURG PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

Application for Town of Harrisburg Planning and Zoning Advisory Board

Town of Harrisburg Planning and Zoning Advisory Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for three years. Planning and Zoning Advisory Board Members also serve as members of the Board of Adjustment. The Planning and Zoning Advisory Board typically meets the 3rd Tuesday of every month at 6pm.

If you are interested please complete the form below and return to Town Clerk, Town of Harrisburg, PO Box 100, Harrisburg, NC 28075, or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION				
Name Chris Schearer				Date 5/4/21
Address 5901 Heartwood Court				Apartment/Unit #
City Harrisburg		State NC		Zip 28075
Phone 705-517-9278		Email Address cls71@me.com		
Are you able to attend regularly scheduled meetings once a month?	YES ■	NO ☐		
Are you a resident of Harrisburg?	YES ■	NO ☐	If so, dates?	07/2008 - current
Are you a resident of the Harrisburg ETJ?	YES ☐	NO ☐	If so, dates?	
Have you ever been convicted of a felony?	YES ☐	NO ■	If yes, explain?	

REFERENCES	
Please list three references.	
Name Lenore Loveless	Relationship Family Friend
Company	Phone (704)773-9189
Address	
Name Doug Stafford	Relationship Former Client
Company Giffin Stafford Hospitality	Phone 980)335-0040
Address	
Name Todd McGraw	Relationship Former Employer
Company Wright McGraw Beyer Architects	Phone (704)535-6374
Address	

EMPLOYMENT			
Company 1 C.L.Schearer Architecture		Phone (704)517-9278	
Address 5901 Heartwood Court		City / State Harrisburg, NC	
Job Title Architect/Owner			
Responsibilities			
Dates	From 02/19 To Current		
Company 2 R4 Architecture		Phone ( )	
Address 124 Floyd Smith Dr		City / State Charlotte/NC	
Job Title Architect/Project Manager			
Responsibilities Production and Construction Admnistration			
Dates	From 11/14 To 11/18		

EDUCATION	
School UNC Charlotte College of Architecture	From 05/92 To 05/97
Degree Bachlor of Architeture	Major Architecture
Additional Information	

ADDITIONAL COMMENTS

Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board.

As a resident of Harrisburg for over 12 years I have observed the growth and development with increasing concern for what it means to myself and others. Prior to residing in Harrisburg, I attended UNCC and frequently travelled up and down HWY49. I remember when Hardees and the Food Lion Shopping center on the corner or Roberta were about the only things around. In recent years, we have seen an explosion of growth in residency and business, but infrastructure now seems to be falling behind.

Based on what you know about the Town of Harrisburg Planning and Zoning Board, what skills and abilities can you provide that will make the Planning and Zoning Board able serve the community better?

As an Architect, I believe I have a certain view point that could make a positive contribution to how our community grows and plans for the future, including an understanding of space and place for our community and heritage.

ADDITIONAL COMMENTS (continued)
Please list any current civic and/or community participation you may be involved with, in the space below. Include any public boards or commissions on which you may have served.

DISCLAIMER AND SIGNATURE	
I certify that my answers are true and complete to the best of my knowledge.	
Signature Christopher L Schearer Digitally signed by Christopher L Schearer DN: cn=Christopher L Schearer, o, ou, email=cls71@me.com, c=US Date: 2021.05.04 11:49:59 -04'00'	Date 5/4/21

Harrisburg NC
PLANNING & ECONOMIC DEVELOPMENT

TOWN OF HARRISBURG PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

Application for Town of Harrisburg Planning and Zoning Advisory Board

Town of Harrisburg Planning and Zoning Advisory Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for three years. Planning and Zoning Advisory Board Members also serve as members of the Board of Adjustment. The Planning and Zoning Advisory Board typically meets the 3rd Tuesday of every month at 6pm.

If you are interested please complete the form below and return to Town Clerk, Town of Harrisburg, PO Box 100, Harrisburg, NC 28075, or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION

Name	Monica S. Long		Date May 4, 2021
Address	3714 Ayrshire Court		Apartment/Unit #
City	Harrisburg	State NC	Zip 28075
Phone	704.455.3038	Email Address	s_bells@yahoo.com

Are you able to attend regularly scheduled meetings once a month?	YES ■	NO ☐	
Are you a resident of Harrisburg?	YES ■	NO ☐	If so, dates? Since 2001
Are you a resident of the Harrisburg ETJ?	YES ☐	NO ■	If so, dates?
Have you ever been convicted of a felony?	YES ☐	NO ■	If yes, explain?

REFERENCES

Please list three references.

Name Mr. Clinton Hicks	Relationship Former Cohort
Company Social Security Adminstration	Phone (919 619 3445
Address 3631 Savannah Hills Drive, Matthews NC 28105	
Name Ms. Leanna Rogers	Relationship Former Cohort
Company NC Department of Transportation	Phone 704) 516.4173
Address 3309 Cricketeer Drive, Charlotte NC 28216	
Name Ms. Anita Lee	Relationship Former Cohort
Company NC Department of Transportation	Phone 704)609 1464
Address 5924 Martin Lake Drive, Charlotte NC 28227	

EMPLOYMENT

Company 1 North Carolina Depart. of Transportation | Phone (336) 760 0515

Address 1605 Westbrook Plaza Drive | City / State Winston-Salem NC

Job Title Real Property Appraiser II

Responsibilities Reviewing, evaluating and analyzing real property appraisals for compliance with NC Appraisal Board rules etc.

Dates From 2017 To Present

Company 2 NC Depart. of Transporation | Phone ( )

Address | City / State

Job Title Real Property Appraiser I

Responsibilities Prepared real property appraisals for eminent domain purposes.

Dates From 2010 To 2017

EDUCATION

School North Carolina State Univeristy | From 1987 To 1991

Degree BA | Major Sociology / Education

Additional Information Certified General Appraiser, Real Estate Broker, Former High School Teacher

ADDITIONAL COMMENTS

Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board.

I care deeply about Harrisburg and I would like to serve on the Planning and Zoning Board so as to be instrumental in ushering in continued smart, prudent, near-term and long-term growth. Harrisburg has provided a great quality of life for my family over the last twenty years and in the role of a Planning and Zoning Board member, I would be committed to ensuring that a high quality of life continues.

Based on what you know about the Town of Harrisburg Planning and Zoning Board, what skills and abilities can you provide that will make the Planning and Zoning Board able serve the community better?

My experience as a dedicated North Carolina public servant will enhance the Planning and Zoning Board in general. In my 27+ years of employment with the NC Department of Transportation, in the eminent domain field, I have interfaced with the public and government officials in a variety of roles including as Relocation Coordinator, Right of Way Negotiator, Appraiser, Review Appraiser; a few of my tasks have included staffing public hearings, relocating individuals and businesses, negotiating the purchase of right of way for projects such as NC Highway 49, Independence Boulevard, the Monroe Bypass, NC 24-27/Albemarle Road etc. The various skills and abilities that I have developed over many years will prove benefical in my role as a member of the Planning and Zoning Board.

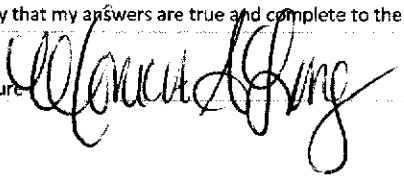
ADDITIONAL COMMENTS (continued)

Please list any current civic and/or community participation you may be involved with, in the space below. Include any public boards or commissions on which you may have served.

State Employees' Advisory Board Member - Albemarle +/-2007-2009
Cabarrus County Foster Parents +/-2004-2006
Second Harvest Food Bank - Current
CommPeer - Mecklenburg County Mental Health - Current
Oak Grove Baptist Church Women's Ministry - Current
Oak Grove Baptist Church Building Fund Committee +/-2015
Oak Grove Nursery - Current
Cabarrus County Victim's Assistance Ministry - Child Care / Store / Donor
Big Brother Big Sister of Mecklenburg County

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature  Date May 4, 2021

TOWN OF HARRISBURG PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT
Application for Town of Harrisburg Planning and Zoning Advisory Board

Town of Harrisburg Planning and Zoning Advisory Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for three years. Planning and Zoning Advisory Board Members also serve as members of the Board of Adjustment. The Planning and Zoning Advisory Board typically meets the 3rd Tuesday of every month at 6pm.

If you are interested please complete the form below and return to Town Clerk, Town of Harrisburg, PO Box 100, Harrisburg, NC 28075, or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION				
Name Kevin Hutchins				Date 05/04/2021
Address 6156 Maple Leaf Ave.				Apartment/Unit #
City Harrisburg		State NC		Zip 28075
Phone 704-562-2053		Email Address kevinhutchinskh@gmail.com		
Are you able to attend regularly scheduled meetings once a month?	YES ■	NO ☐		
Are you a resident of Harrisburg?	YES ■	NO ☐	If so, dates?	June 2005 to present
Are you a resident of the Harrisburg ETJ?	YES ☐	NO ■	If so, dates?	
Have you ever been convicted of a felony?	YES ☐	NO ■	If yes, explain?	

REFERENCES	
Please list three references.	
Name Micheal Conley	Relationship Coworker
Company Eastwood Homes	Phone (704)399-4663
Address 2857 Westport Road Charlotte NC 28208	
Name Scott Cruce	Relationship Neighbor
Company American Airline	Phone (704)796-0496
Address 6159 Maple Leaf Ave. Harrisburg NC 28075	
Name Brett Crosby	Relationship YMCA Executive
Company Harrisburg YMCA	Phone (704)454-7800
Address	

EMPLOYMENT			
Company 1	Eastwood Homes	Phone	(704) 399-4663
Address	2857 Westport Road	City / State	Charlotte NC 28208
Job Title	CFO		
Responsibilities	Manage all accounting and finance		
Dates	From June 200 To Present		
Company 2		Phone	( )
Address		City / State	
Job Title			
Responsibilities			
Dates	From To		

EDUCATION			
School	Appalachian State University	From 1995 To	2000
Degree	MBA and BS in Accounting	Major	Accounting
Additional Information			

ADDITIONAL COMMENTS

Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board.

I enjoy serving the community in numerous capacities. The opportunity to match my day job in housing with molding growth in my community is a situation where adding my time is important and fulfilling.

Based on what you know about the Town of Harrisburg Planning and Zoning Board, what skills and abilities can you provide that will make the Planning and Zoning Board able serve the community better?

As a resident of Harrisburg for 16 years I have been around long enough to watch the explosive growth that Harrisburg has experienced. Due to my position with a homebuilder, I study the economics of housing and understand that the growth trend we are experiencing will not end soon so managing growth appropriately from a town's perspective is key. I feel I have a unique skill set when it comes to brainstorming ideas around the method of sustainable growth.

ADDITIONAL COMMENTS (continued)

Please list any current civic and/or community participation you may be involved with, in the space below. Include any public boards or commissions on which you may have served.

Harrisburg YMCA Board Member
Hickory Ridge High School Booster Board Member
North Carolina Homebuilders Association
Former North Carolina Build PAC Chairman
Former HYSA Coach (Basketball, T Ball and Soccer)

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature DocuSigned by: Kevin Hutchins CDE8287D4D45415... Date 5/4/2021

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Morehead West Sewer Phase I and Leatherwood PS Decommissioning Project Ordinance Extension

Presenting Personnel:
Robert Donham, Town Engineer

Suggested Motion or Action:
Motion to approve the Morehead West Capital Project Ordinance Extension Amendment, as attached.

Description/Background:
Morehead West Sewer Phase I and Leatherwood Pump Station Decommissioning was originally authorized by Town Council as part of the FY2020 Capital Improvement Plan and Budget Ordinance to cover a span of July 1, 2019 to June 30, 2021. The project was recently publicly bid and there was an insufficient level of interest in combination with quickly inflating construction costs. Staff is recommending to continue to pursue easements and finalize the engineering while waiting for a more advantageous time to begin construction. Staff is requesting extending the term of project to June 30, 2023 to allow up to a year to wait for better construction conditions and a year for construction.

Recommendation:
Staff recommends approval of the Capital Project Ordinance Amendment, as attached.

Fiscal Impact:
There is no additional fiscal impact to the Town. The amendments only extend the end date of the project to June 30, 2023.

Attachments:
1. Project Amendment - CPF-WS - Morehead West Extension 6.14.2021

Harrisburg NC
The right side of opportunity

AN ORDINANCE AMENDING THE 2020-2021 CAPITAL PROJECTS ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the Capital Projects Fund – Water and Sewer ordinance for the fiscal years beginning July 1, 2019 and ending June 30, 2021:

SECTION 1. To amend the dates of the Capital Projects Fund – Water and Sewer to the fiscal year beginning July 1, 2019 and ending June 30, 2023 for the following project:

- 2020-6000-005: Morehead West Sewer Phase I & Leatherwood PS Decommissioning

SECTION 2. Copies of this budget amendment shall be furnished to the Clerk to the Town Council and to the Budget Officer and the Finance Officer for direction.

SECTION 3. That this ordinance shall be effective upon its passage. Adopted this 14th day of June, 2021.

_____
Steve Sciascia, Mayor

ATTEST:

_____
Janet Rackley, Town Clerk

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consideration of Approval of the Harrisburg Park Track Replacement Project Contract and related Project Ordinance Amendment

Presenting Personnel:
Robert Donham, Town Engineer

Suggested Motion or Action:
If approved:

Motion to award construction contract in the amount of $98,685 to Red Clay Industries for the Harrisburg Park Track Replacement Project and related Project Ordinance Amendment

Description/Background:
In the closeout process of the Harrisburg Park Project, staff determined that the newly installed 8' wide, 0.54 mile track that circumvents the new soccer fields was not installed per Town standards. There are many areas throughout where the pavement is failing due to improper installation techniques. Town Staff has withheld payment of the Track from the site general contractor, JD Goodrum, to cover the expenses to remove and replace the track. While doing so, Red Clay Industries will replace the track at the 10' width originally specified in the plans.

Recommendation:
Staff recommends approval of the attached construction contract with Red Clay Industries for the Harrisburg Park Track Replacement Project and the related Project Ordinance Amendment.

Fiscal Impact:
The total cost to replace the track at a 10' width is $98,685. The cost to replace the track at its existing width of 8' is approximately $70,000. Town Staff acknowledges that the cost difference of $28,685 is related to the expansion of the track, which is not due to any substandard work and is not the existing contractor's responsibility. The current contractor has offered a credit of $16,000 toward the $70,000 track replacement, but this credit is continuing to be negotiated between staff and the contractor and will ultimately settle somewhere between $16,000 and $70,000.

In order to provide authorization for the Town to go outside of the GMP contract and perform the track replacement in July 2021, staff is requesting $100,000 of additional funding authorization to self perform this project. It is crucial to the athletic programs held at the Park that the track be replaced in July between sports seasons. Later, when the final credit is agreed upon, the GMP will be reduced and released from the Project budget, helping to cover a portion of the $70,000 replacement cost.

The Harrisburg Park Redevelopment - Phase I Project currently has budget authorization of $11,473,000, with $540,000 for professional services and $10,933,000 for construction.

If approved, the attached Project Ordinance Amendment will increase the total project authorization to $11,573,000, with

$540,000 for professional services and $11,033,000 for construction. This additional funding will be covered by a combination of the following three sources: 1) an eventual credit on the existing track provided by the GMP contractor, 2) overall Project contingency which currently has a balance of approximately $20,000, and any remainder from 3) Transfers from the Capital Reserve Fund - General Fund.

If the credit received is no more than $16,000 and all the remaining project contingency of $20,000 is utilized, new funding required for the project is approximately $64,000. The attached Project Ordinance Amendment shows all $100,000 of funding coming from the Capital Reserve Fund because the credit funds have not been released from the contract at this time and are still reserved under the GMP Project until officially released. So long as the funds are reserved under an existing contract, they cannot be pledged to another contract simultaneously.

Given the cost of the track project, the contract was required to be informally bid. Two bids were received with Red Clay Industries being the lowest cost, most responsible bidder. The bid was also within the Engineering Department's estimate.

The Town Attorney has reviewed and approved the attached contract.

Attachments:

1. Contract - Red Clay - Harrisburg Track
2. Project Amendment -P&R Harrisburg Park Phase 1 06142021

CONTRACT FOR CONSTRUCTION

This Contract is by and between The Town of Harrisburg, North Carolina (Owner) and Red Clay Industries, Inc. (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. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as Harrisburg Park Track replacement

1. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **in Harrisburg Park in Harrisburg, NC.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. Proposal from Red Clay dated April 19, 2021
3. The following which may be delivered or issued on or after the Effective date of the contract and are not attached hereto:
    a. Notice To proceed
    b. Work Change Directives
    c. Change Orders
    d. Field Orders

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

A. The Work will be completed by **August 6, 2021. Time is of the essence of this completion date.** The contractor shall work diligently and effectively to complete the project within the time frame specified.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 3.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner $500 for each day that expires after the Contract Time for substantial completion.

3.03 Delays in Contractor's Progress

A. 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.

B. 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.

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

Owner shall pay Contractor in accordance with the unit prices set forth in the proposal.

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.

A 10% contingency has been added to the proposal for incidentals such as sod, irrigation, and additional fill material. The total contract price is **$98,685.**

4.02 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. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.

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.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

4.04 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.

4.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

4.06 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, neither Owner nor Engineer shall 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 Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them 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.

4.07 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.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

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.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

4.08 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.

4.09 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.

4.10 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 Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them 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.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.01 Owner's Responsibilities

A. Owner shall make payments to Contractor as provided in this Contract.

B. Owner shall provide Site and easements required to construct the Project.

C. The Owner shall be responsible for performing inspections and tests required by applicable codes.

D. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

E. 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 6 - CHANGES IN THE WORK

6.01 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.

6.02 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.

ARTICLE 7 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

7.01 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. 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.

7.02 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. The Contractor shall promptly correct all such defective Work.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

E. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 8 - PAYMENTS TO CONTRACTOR

8.01 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

8.02 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.

8.03 Retainage

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

8.04 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. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

8.05 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.

8.06 Final Payment

A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

8.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 9 - SUSPENSION OF WORK AND TERMINATION

9.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

9.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

9.03 Owner May Terminate for Convenience

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

9.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 10 - CONTRACTOR'S REPRESENTATIONS

10.01 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. 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.

6. 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.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7. 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.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. 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.

ARTICLE 11 - MISCELLANEOUS

11.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

11.02 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

11.03 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

11.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

11.05 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.

11.06 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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: Red Clay Industries
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
4100 Main Street, Suite 101	_____
PO Box 100	_____
Harrisburg, NC 28075	_____
	License No.: _____ (where applicable)

Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Red Clay Industries, Inc.

P.O. Box 241689
Charlotte, NC 28224

Phone: (704) 523-1018
Fax: (704) 523-7588

To:	Town Of Harrisburg	**Contact:**	Mallory Hodgson
Address:	P. O. Box 100, 4100 Main Street, Suite 101	**Phone:**	704-455-5711
	Harrisburg, NC 28075	**Fax:**	(704) 455-4761
Project Name:	Harrisburg Park Track Improvements	**Bid Number:**	
Project Location:	Harrisburg Park (End Of Sims Parkway), Harrisburg, NC	**Bid Date:**	4/15/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Widening Of Track (from 8' To 10') (Add 6" ABC Stone + 2.0" S9.5C Asphalt Surface)	1,245.00	SY	$31.45	$39,155.25
11	2.0" Milling And Paving For Existing Track	3,150.00	SY	$16.05	$50,557.50

Total Bid Price: $89,712.75

Notes:

- This quotation is good for 30 days.
- Any increase in the NCDOT ASPHALT BINDER INDEX after the date of this quotation will necessitate an additional charge for the asphalt binder.

  NC DOT BINDER INDEX _____ Quotation Date: _____

  Owners Initials: _____ Date: _____
- Acceptable subgrade will be +/- 1/10 with a material balance and suitable for stone base and/or asphalt.
- Field measurements to determine square yards, square feet, or linear feet to be taken upon completion of work for invoicing.
- Prices do not include surveying, staking, backfilling, import/export of material, or anything else not specifically stated in this quote.
- If extra stone is needed there will be a charge of $30.00 per ton.
- If extra asphalt is needed there will be a charge of $105.00 per ton.
- Any increase in the scope of work performed will result in a proportional increase in the price for this contract.
- In the case of a significant disruption in the supply of petroleum due to an act of war, terrorism, political unrest, natural disaster, or other similar event, Red Clay Industries reserves the right to adjust prices accordingly.
- No engineering, staking,testing, rough grading, undercut, relocation of existing utilities or other structures, import or export of any base material, shoulder/ditch construction, landscaping, seeding, or striping included in this quotation.
- Red Clay industries has bid this job for one mobilizations per crew. Any additional mobilizations will be invoiced @ $1,800.00 per moblization.
- If you accept this quote, please sign, date, and return it to Red Clay Industries. Payment is due 30 days after receipt of an invoice. If you fail to make such payment, interest shall accrue at a rate of 1 ½% per month. You shall be liable for all costs of collection of past due amounts owed, including without limitation, reasonable attorneys' fees and costs.

Payment Terms:

Net cash 30 days upon completion and receipt of invoice, no retainage to be held.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Red Clay Industries, Inc.** **Authorized Signature:** _____ **Estimator:** Steve Lawing 704-607-8548 steve@redclayindustries.com

Harrisburg NC
The right side of opportunity

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

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

Section 1. Amend Capital Projects Fund – Parks and Recreation to account for the track replacement and expansion for the Harrisburg Park Redevelopment – Phase I Project.

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

Increase line item 320-5000-57100 Construction	$ 100,000

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

Increase line item 320-49555 Transfers In	$ 100,000

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 June, 2021.

_____
Steve Sciascia, Mayor

ATTEST:

_____
Janet Rackley, Town Clerk

TOWN OF HARRISBURG

Agenda Item Details

Title:
Consider appointment of two new members to the Sustainability Advisory Board

Presenting Personnel:

Suggested Motion or Action:
Motion to appoint Ronald Hogg, Sr. and Bill Leake to the Sustainability Advisory Board.

Description/Background:
The Sustainability Advisory Board By-Laws call for the Board to have 9 members. Currently there are 7, and we now have 2 new applications for membership. In the May 12, 2021 Sustainability Advisory Board meeting, the Board unanimously voted to recommend that Council consider the appointment of Ronald Hogg, Sr. and Bill Leake to fill the 2 vacant seats. If approved, these two appointments will serve until December 31, 2021 and if they choose to do so, they can apply for reappointment to a full two-year term at that time. Their applications have been provided for Council review and consideration.

These openings have been advertised since March 2, 2021 and were the only two applications received.

Recommendation:

Fiscal Impact:
N/A

Attachments:
1. Hogg Sr, Ronald
2. Leake, Bill

TOWN OF HARRISBURG SUSTAINABILITY ADVISORY BOARD

Application for Town of Harrisburg Sustainability Advisory Board

Town of Harrisburg Sustainability Advisory Board

The Sustainability Advisory Board is a volunteer board consisting of up to nine members who live in and/or around the Town of Harrisburg. The mission of the board is to coordinate, initiate and promote sustainability within the Town of Harrisburg and its surrounding areas. The board's specific areas of focus are 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.
- Improve natural environment 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 and wellness programs and preservation and development of open space.
- Provide community education and engagement.

The Sustainability Advisory Board typically meets on the 2nd Wednesday of each month at 6:30 p.m.

If you are interested, please complete the form below and return to Town Clerk, Town of Harrisburg, PO Box 100, Harrisburg, NC 28075, or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION				
Name Ronald L. Hogg Sr.				Date 04/16/2021
Address 8368 Pompano Road				Apartment/Unit #
City Harrisburg		State NC		Zip 28075
Phone 202-449-0478		Email Address ronaldlhogg@verizon.net		
Are you able to attend regularly scheduled meetings once a month?	YES ■	NO ☐		
Are you able to attend special work sessions outside of the regular monthly meetings?	YES ■	NO ☐		
Are you able to work on special programs/ projects outside of the regular monthly meetings and special work sessions?	YES ■	NO ☐		
Are you a resident of Cabarrus County?	YES ■	NO ☐	If so, dates?	2018 - present
Are you a resident of Harrisburg?	YES ■	NO ☐	If so, dates?	2018 - present
Have you ever been convicted of a felony?	YES ☐	NO ■	If yes, explain?	

REFERENCES	
Please list three references.	
Name David L Hogg	Relationship Brother
Company Retired	Phone (714)519-1960
Address 2407 Hartsfield Circle WS-NC	
Name Johnnie Mae Hardie	Relationship Sister
Company Retired	Phone (336)813-8965
Address 2501 Cole Road WS-NC	
Name Debra D Hogg	Relationship Neice
Company Oneal Steele	Phone (336)407-6184
Address Somerset Crossing Lane. Kernesville, NC	

EMPLOYMENT		
Company 1 American Airlines INC		Phone (800)327-0117
Address 1 Skyview Drive		City / State Fort Worth, TX
Job Title Flight Crew		
Responsibilities Provide safety, security and comfort for all traveling passengers..		
Dates	From 1994 To present	
Company 2		Phone ( )
Address		City / State
Job Title		
Responsibilities		
Dates	From To	

EDUCATION	
School Winston-Salem State University	From 1977 To 1978
Degree	Major Communications
Additional Information Left for a assignment with the US Marine Corps	

ADDITIONAL COMMENTS

Provide a brief statement outlining why you wish to serve on the Town of Harrisburg Sustainability Advisory Board.

I bring leadership with a goal oreinted background which was developed and harnessed in the United States Marine Corps. I have the ability to follow, stay on tasks and collaborate with others to accomplish whats in the best interest for the Citizens of Harrisburg NC.

Based on what you know about the Town of Harrisburg Sustainability Advisory Board, what skills and abilities can you provide that will make the Town of Harrisburg Sustainability Advisory Board able serve the community better?

Harrisburg NC is a small but progressive town and based on my abilities as mentioned above and most of all my ability to communicate/listen to others and accomplish whats best for the citizens... listening to the citizens input is invaluble.

Please list any current civic and/or community participation you may be involved with, in the space below. Include any public boards or commissions on which you may have served.

*Attended and completed the 2020 Harrisburg Citizenship Academy.
*Past member of the Potomac Knolls Community Board (Ft. Wash. Md) (2010-2017)
*Member of the Community Outreach Program (Ft. Wash. MD)(PG County)

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature

Date 04/17/2021

TOWN OF HARRISBURG SUSTAINABILITY ADVISORY BOARD

Application for Town of Harrisburg Sustainability Advisory Board

Town of Harrisburg Sustainability Advisory Board

The Sustainability Advisory Board is a volunteer board consisting of up to nine members who live in and/or around the Town of Harrisburg. The mission of the board is to coordinate, initiate and promote sustainability within the Town of Harrisburg and its surrounding areas. The board's specific areas of focus are 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.
- Improve natural environment 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 and wellness programs and preservation and development of open space.
- Provide community education and engagement.

The Sustainability Advisory Board typically meets on the 2nd Wednesday of each month at 6:30 p.m.

If you are interested, please complete the form below and return to Town Clerk, Town of Harrisburg, PO Box 100, Harrisburg, NC 28075, or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION				
Name Bill Leake				Date 03/02/21
Address 7238 Sandown Ct				Apartment/Unit #
City Harrisburg		State NC		Zip 28075
Phone 980-521-3740		Email Address wleake63@gmail.com		
Are you able to attend regularly scheduled meetings once a month?	YES ■	NO ☐		
Are you able to attend special work sessions outside of the regular monthly meetings?	YES ■	NO ☐		
Are you able to work on special programs/ projects outside of the regular monthly meetings and special work sessions?	YES ■	NO ☐		
Are you a resident of Cabarrus County?	YES ■	NO ☐	If so, dates?	November 1979
Are you a resident of Harrisburg?	YES ■	NO ☐	If so, dates?	1979-1986, 10/2020 to Present
Have you ever been convicted of a felony?	YES ■	NO ☐	If yes, explain?	

REFERENCES	
Please list three references.	
Name Glenda Steele	Relationship Associate
Company Concord Wildlife Alliance	Phone (980)621-8702
Address	
Name Mandy Smith Thompson	Relationship Associate
Company City of Concord	Phone 704-920-5379
Address	
Name Kirk Davis	Relationship Associate
Company Kirk Davis Nursery	Phone (704)596-4516
Address	

EMPLOYMENT		
Company 1 City of Concord		Phone (704) 920-5555
Address PO Box 308		City / State Concord /NC
Job Title City Arborist		
Responsibilities Development Review, Tree care management of City properties		
Dates	From 1997 To Present	
Company 2 Davey Tree Company		Phone (704)815-5529
Address 6039 McDaniel Ln.		City / State Charlotte/NC
Job Title Arborist		
Responsibilities Commercial/residential tree care, Utility vegetation management		
Dates	From 1984 To 1997	

EDUCATION	
School Central Cabarrus High School	From 1979 To 1982
Degree	Major
Additional Information Certified Arborist, Tree Risk Assessment Qualification	

ADDITIONAL COMMENTS

Provide a brief statement outlining why you wish to serve on the Town of Harrisburg Sustainability Advisory Board.

To assist with tree preservation efforts within Cabarrus County.

Based on what you know about the Town of Harrisburg Sustainability Advisory Board, what skills and abilities can you provide that will make the Town of Harrisburg Sustainability Advisory Board able serve the community better?

Experience with tree preservation challenges, tree canopy assessments, site plan review, proper tree care practices, tree planting programs.

Please list any current civic and/or community participation you may be involved with, in the space below. Include any public boards or commissions on which you may have served.

Provide part time plan review consultation for the Town of Harrisburg Planning Dept. Not sure if this is a conflict that will restrict me from serving on the boards.

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature Bill Leake Digitally signed by Bill Leake Date: 2021.03.02 13:28:26 -05'00' Date 03/02/2021

TOWN OF HARRISBURG

Agenda Item Details

Title:
Discussion on Treatment of HOA Amenity Centers in relation to the Town's waste management services

Presenting Personnel:
Brian Lee, Finance Director

Suggested Motion or Action:
None.

Description/Background:
The Town's contract with Waste Pro spans from November 1, 2017 to June 30, 2024 and provides, among other miscellaneous services to the Town, trash and recycling services to all residential properties within Town limits. This is funded in the Town's General Fund with the use of property taxes.

Section 4.A. of the contract with Waste Pro states that "The Contractor shall provide each Town-approved residence one 96-gallon cart specifically designed for the storage and collection of solid waste and household garbage."

There is no provision in the contract for solid waste collection from any place other than residential units.

Unbeknownst to Town staff, Waste Pro had erroneously provided carts and trash service to many of the Town's HOA properties over the past several years and was not being paid by the entities or through the Town contract. Waste Pro discovered that it was providing this service to accounts which should not be receiving service through the Town's contract and it has begun removing these locations from the routes and requiring the HOA to establish its own service separately from the Town.

Waste Pro acknowledges that the service previously provided was their error and neither the customer nor the Town are responsible for these costs. Staff has prepared a letter notifying all HOAs of the terms of the Town's contract and of their need to enter into a contract with a solid waste provider. This is a change for many of the properties in Town and staff welcomes direction from Council if a change to the current contract terms are desired.

Recommendation:
No staff recommendation.

Fiscal Impact:
It is being reported to us that WastePro is offering to provide the service to the HOA amenity centers for $91/month with the ability to suspend service during off-months. It is unclear at this point whether this is the rate they would charge the Town if this was added to the contract. Staff can update Council with actual figures if this is a direction Council chooses to look into.

Attachments:
None