



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

**April 11, 2022
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. The Town Hall Council Chambers will be open to the public at our normal capacity. The meeting may also be accessed via the Zoom platform at the following link:

<https://us02web.zoom.us/j/83481877476?pwd=YzFjTlBDZWQweU9NVWR0QjFhRVVqQT09>

Meeting ID: 834 8187 7476

Passcode: 212521

Or join by phone:

301.715.8592

312.626.6799

- B. AGENDA ADOPTION

- C. INVOCATION

1. Reverend Frank Watkins - Oak Grove Baptist Church

- D. PLEDGE OF ALLEGIANCE

- E. SPECIAL PRESENTATIONS

1. Presentation by Harrisburg Business Alliance (HBA)

- F. PUBLIC COMMENT - Anyone wishing to address the Town Council may do so during the Public Comment section. Please state your name and address for the record, be courteous and do not repeat what has already been said. Please keep your comments about the subject and not personal in nature.

2. CONSENT AGENDA

- A. Consider the minutes of the March 1, 2022, Town Council Budget Meeting
- B. Consider the minutes of the March 14, 2022, Town Council Meeting
- C. Consider the minutes of the March 23, 2022, Town Council Budget Meeting

- D. Consideration of Approval of the FY2021 Waterline Construction Contract with Carolina Siteworks and related Declaration of Intent to Reimburse
- E. Consideration of Approval of the Spring 2022 Street Resurfacing Contract and related FY2022 Budget Ordinance Amendment
- F. Consideration of Approval of Resolution for request of State Grant Assistance for Water and Wastewater Projects through ARPA Funding
- G. Consideration of FY2022 Budget Ordinance Amendment for Safety Grant Proceeds
- H. H2021-06 (R) – Set Public Hearing for May 09, 2022 to consider annexation of properties off Robinson Church Rd and Peach Orchard Rd.
- I. Consideration of Approval of the Wastewater Service Agreement with WSACC

3. COMMUNICATIONS

- A. TOWN MANAGER/FINANCE MONTHLY REPORT
 - 1. Law Enforcement Update
 - 2. Fire Department Update
- B. MAYOR'S COMMENTS
- C. COUNCIL COMMENTS

4. PUBLIC HEARINGS

5. OLD BUSINESS

- A. H2021-13-R - Consider a conditional rezoning and annexation request to add a portion of parcel to modify the previously approved Farmington PUD.
- B. H2021-14-R - Consider a rezoning request to remove a portion of parcel and modify the previously approved Farmington PUD.
- C. H2022-01-R - Consider a rezoning and annexation of 2 parcels off of Paul Linker PL associated with an annexation request.
- D. Consideration of changes to the Harrisburg Code of Ordinances.
- E. 2017 Transportation Bond Project Update

6. NEW BUSINESS

- A. Consideration of Guidelines for Events Requesting Beer & Wine Sales in Harrisburg Park
- B. Consideration of Approval of the Resolution for the Wastewater Allocation and Commitment Policy

7. ACTION ITEMS

8. CLOSED SESSION

9. ADJOURNMENT

Town of Harrisburg's Vision Statement

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



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the March 1, 2022, Town Council Budget Meeting

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the March 1, 2022 Town Council Budget Meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. March 1, 2022 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
TUESDAY, MARCH 1, 2022
6:00 PM**

MINUTES

This meeting was held in person as well as virtually via the Zoom platform.

Mayor Jennifer Teague called the meeting to order.

PRESENT: Mayor Jennifer Teague; Mayor Pro-Tem Maurice Price Jr., Councilmembers Ron Smith, Diamond Staton-Williams, Rick Russo, Ian Patrick, Rodney Dellinger and Altyn Cotell

1A.

ZOOM NOTIFICATION

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

2A.

NEW BUSINESS

Budget Discussions. Discussion included the following:

Parks and Recreation Budget:

- History of the Department
- Classes and Programs
- Youth Athletics
 - Thirty percent increase from Spring 2021 to Spring 2022
 - Requires assistance from over 500 volunteers annually
- Adult Athletics
 - More than 800 participants annually
- Special Events
 - Harrisburg 5k/10k Fun Run and Health Expo
 - Golden Egg Hunt
 - Rockin the Burg Concert Series
 - July 4th Celebration
 - Movies in the Park
 - Harrisburg Multi-Cultural Festival
 - Bags in the Burg
 - Harrisburg Art Walk
 - Trick or Treat in the Park
 - Christmas Tree Lighting
- 50th Anniversary Celebration in 2023 – potentially year long celebration. Just starting to talk about what that will look like
- Review of Park Facilities
- Current Greenway Projects
 - Back Creek Greenway
 - Fuda Creek Greenway
- Organizational Chart for the Department
- Personnel Request
 - Additional Recreational Coordinator
- CIP Requests
 - Greenway Easement Acquisition
 - Greenway Development and Construction
 - Tennis Court Resurfacing

- Pond Improvements
 - Power Roll-up Doors for Maintenance Garage
 - Amphitheater Green Room Architectural Design
- Equipment Requests
 - 72" Zero Turn Mower
 - John Deere Tractor Replacement
 - Kubota RTV Replacement
- Parks and Recreation Master Plan – 12 years old – needs update
- Went through line items in the proposed budget

Deputies Budget

- Discussed Future Staffing/funding
 - Captain
 - Traffic Units
 - Detective
 - Crime Reduction Unit
 - Patrol Deputies
 - Detective Sergeant
 - Administrative Assistant
 - Vehicle Purchase
 - Supplies, Fuel, M/R
 - Admin Fee
- Over the next four years, to accomplish this would require a \$0.04 tax increase
- Contract Negotiations
 - To establish a plan to achieve 30 employees in the Harrisburg Division
 - Schedule and method used for vehicle replacements
 - Establish responsible party for operating costs
 - Fuel, computer equipment, supplies, vehicle M/R
- Design for Harrisburg Division vehicles has been developed
- Deputy offices behind Fire Station #1 will be installed this week
- Went through line items in the proposed budget

Fire Department Budget

- Reviewed current staffing and facilities
- Organizational chart and department mission statement
- Call volume, response time, performance goals
- ISO rating inspection back in December, but will not have the results until sometime in April
- Twenty-one percent increase in calls in 2021 – 2674 total calls
- Staffing levels – goal is to have 4 employees on every truck
- Requesting 3 additional personnel this year – request removed
- Funding of additional staff overtime
- Improvement of older facilities
- Additional technology needs
- Goals
 - Improve staffing levels
 - Improve performance metrics
 - Increase public education activities
 - Provide staff opportunities for career development
 - Increase efficiency and operational effectiveness
 - Develop Standards of Coverage
- Went through line items in the proposed budget

Councilmember Patrick left the meeting during the Fire Department budget presentation.

3.
CLOSED SESSION
None

ADJOURNMENT:

MOTION:

There being no further business, Councilmember Smith made a motion to adjourn the meeting. Second was made by Councilmember Dellinger. **The motion passed 6-0.**

ATTEST:

Jennifer Teague, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the March 14, 2022, Town Council Meeting

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the March 14, 2022, Town Council meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. March 14 minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, MARCH 14, 2022
6:00 PM**

MINUTES

This meeting was held in person as well as virtually via the Zoom platform.

Mayor Jennifer Teague called the meeting to order.

PRESENT: Mayor Jennifer Teague; Mayor Pro-Tem Maurice Price Jr., Councilmembers Diamond Staton-Williams, Ian Patrick, Rick Russo, Rodney Dellinger, Altyn Cotell and Ron Smith

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

- Add Oath of Office for new Town Manager to Special Presentations

MOTION:

Councilmember Dellinger made a motion to approve the agenda with the requested change. Second was made by Mayor Pro-Tem Price. **The motion passed 7-0.**

1C.

INVOCATION

David Henderson from Venture Church conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

Mayor Teague presented Lee Connor with a gift from the Town to recognize him for his service to the Town as Interim Town Manager.

New Town Manager, Robert Donham, was sworn in by Mayor Teague at this time.

1F.

PUBLIC COMMENT

- Thomas Stith, 605 Autumn Drive, Harrisburg – asked questions about zoning
- Morgan Johnson, 4664 Lucas Court, Harrisburg – asked about update to Lucas Court paving situation

2.

CONSENT AGENDA

- A. Consider the minutes of the January 29, 2022, Town Council Budget Meeting
- B. Consider the minutes of the January 29, 2022, Closed Session
- C. Consider the minutes of the February 8, 2022, Town Council Budget Meeting
- D. Consider the minutes of the February 8, 2022, Closed Session
- E. Consider the minutes of the February 14, 2022, Town Council Meeting
- F. Consider the minutes of the February 14, 2022, Closed Session
- G. Consider the minutes of the February 23, 2022, Town Council Budget Meeting

MOTION:

Councilmember Smith made a motion to approve the Consent Agenda. Second was made by Councilmember Patrick.
The motion passed 7-0.

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

- COVID Update – happy to report that we have now moved to mask optional based on CDC and County guidelines. Currently the County numbers are very low, but we will continue to monitor moving forward.

Finance Report:

Finance Director Brian Lee presented the Finance report.

Law Enforcement Report:

Sgt. Gerald Williams presented the Law Enforcement report.

Fire Department Report:

Fire Chief Bryan Dunn presented the Fire Department report (at the end of the meeting following his budget amendment presentation).

3B.**COMMUNICATIONS****MAYOR'S COMMENTS**

- Will be presenting a Diversity Month proclamation to the Multicultural Knights at their meeting on March 20th at Harrisburg Park
- Recognized the Harrisburg Cowboys youth football coaches for volunteering their time during the off-season and holding conditioning camps for kids of all ages and for all sports. Camps are held on Sundays at 4pm.

3C.**COMMUNICATIONS****COUNCIL'S COMMENTS****Councilmember Dellinger**

- Welcomed Rob Donham as new Manager
- Thanked Lee Connor for his service as Interim Manager
- Attended the County Commissioners meeting last month. They wanted to congratulate the Town for receiving the SHARP award
- Would like to get updates on the Stallings Road roundabouts
- Would like update on the Raging Ridge Road section
- Would like update on the light at Rocky River Road
- Sustainability Advisory Board meeting last week – talked about the Cannon Foundation grant for Arbor Day for the planting of trees. They need more time to get the website up to order trees and that will take it past optimal spring planting season. They would like to push it out to October to have time to get everything ready, and the Cannon Foundation has agreed to that as long as it happens by the end of the year.

Councilmember Russo

- Congratulated Rob Donham as new Manager
- Thanked Lee Connor for his service as Interim Town Manager
- Town Center Rezoning – doesn't think that should have been brought to the budget meeting. Should have been more transparent. Mayor Teague explained that this was done at a properly advertised public meeting.

Councilmember Cotell

- Following the recent accidents that have happened in Town Center, it seems like there is insufficient lighting in the area. Can we take a look at this?

Councilmember Staton-Williams

- Youth Council met with Big Brothers and Big Sisters of Cabarrus County. As of March 26, they will have the ability to form a bowling team to raise funds for this organization.
- Sent an email a while back from CHA – they want to present equity information to Council. Mayor Teague will look into setting that up.
- In addition to transparency comments earlier – everyone needs to be transparent.

4A.

PUBLIC HEARING

H2021-13 R – Consider Conditional Rezoning and Annexation request to add a portion of parcel to modify the previously approved Farmington PUD. MVP Properties, on behalf of the property owners of parcel 5506-13-9416 has submitted a request to rezone a portion of this parcel, approximately 1.557 acres of land located along the edge of Farmington PUD off Farmington Ridge Pkwy. The applicant proposes to rezone/annex and develop the parcel as part of the established Planned Unit Development (PUD) for Farmington. To achieve this, the applicant is requesting that the property be rezoned from Cabarrus County OI (Office/Institutional) to Town of Harrisburg PUD (Planned Unit Development). It is part of the land swap associated with another Rezoning H2021-14-R that will take away a portion of original PUD.

The property in question is in the County and requires annexation. The Planning and Zoning Board reviewed and recommended approval of the request at their February 15, 2022, meeting. Town Council will hold the public hearing at the March meeting, but final consideration will not be made until the April 11, 2022, Council meeting.

A staff report has been provided for more information and a site plan submitted for Council consideration. If approved, staff will continue reviewing the site plan in accordance with our Unified Development Ordinance (UDO) during the Construction Document (CDs) reviews. Staff is recommending approval of the rezoning request with conditions included in the staff report.

Sushil Nepal, Harrisburg Planning and Economic Development Director, presented the background information. Bridget Grant and Jim Merrifield also spoke concerning the project.

Discussion followed.

The public hearing was opened.

Speaking: none

The public hearing was then closed.

Action on this rezoning will be taken at the April 11, 2022, Town Council meeting.

4B.

PUBLIC HEARING

H2021-14-R - Public hearing to consider a rezoning request to remove a portion of parcel and modify the previously approved Farmington PUD. MVP Properties, on behalf of the property owners of parcel 5506-12-7903 has submitted a request to rezone a portion of this parcel, approximately 1.38 acres of land located along the edge of Farmington PUD off Farmington Ridge Pkwy. The applicant proposes to develop the parcel as Office and Institutional and be removed from originally approved Farmington PUD. This particular parcel is proposed to be office or institutional. To achieve this, the applicant is requesting that the property be rezoned from Town of Harrisburg PUD (Planned Unit Development) to O-I (Office and Institutional). It is part of the land swap associated with Rezoning H2021-13-R that will add a new parcel into the PUD.

The property in question is in the Town Limits and does not require annexation, upon rezoning and removal from the PUD the property will remain within Town Limits. A staff report has been provided for more information and a site plan submitted for Council consideration. If approved, staff will continue reviewing the site plan in accordance with our Unified Development Ordinance (UDO) during the Construction Document (CDs) reviews. Staff is recommending approval of the rezoning request. Town Council will hold the public hearing at the March meeting, but final consideration will not be made until the April 11, 2022, Council meeting.

Sushil Nepal, Harrisburg Planning and Economic Development Director, presented the background information.

Discussion followed.

The public hearing was opened.

Speaking:

- David Henderson, Wonderwood Lane, Harrisburg – questions about the zoning process

The public hearing was then closed.

Action on this rezoning will be taken at the April 11, 2022, Town Council meeting.

4C.

PUBLIC HEARING

H2022-01-R - Public hearing to consider rezoning and annexation of 2 parcels off Paul Linker PL associated with an annexation request. The property owners of parcel 5527-12-6235 and 5527-12-7291 have submitted a request to rezone these parcels, approximately 4.233 acres of land located off Paul Linker PL. The applicant proposes to annex two parcels into the Town of Harrisburg town limits to have access to a Towns' sewer services for each lot. The two lots are currently in Cabarrus County. To achieve this, the applicant is requesting that the properties be rezoned from County LDR (Low Density Residential) to RL (Residential Low Density). The RL district has a maximum density of 1 dwelling unit per acre. The proposed density is 0.47 dwelling units per acre and the lot meets the RL dimension requirements per the UDO.

The property in question is in the County and requires annexation. A staff report has been provided for more information, there is no site-specific plans for these parcels. Staff is recommending approval of the rezoning requests presented.

Town Council will hold the public hearing at the March meeting, but final consideration will not be made until the April 11, 2022, Council meeting.

Sushil Nepal, Harrisburg Planning and Economic Development Director, presented the background information.

Discussion followed.

The public hearing was opened.

Speaking: none

The public hearing was then closed.

Action on this rezoning will be taken at the April 11, 2022, Town Council meeting.

4D.

PUBLIC HEARING

Consider changes to the Harrisburg Code of Ordinances. Session Law 2021-138 decriminalizes a number of our Town ordinances. Because of this, those changes need to be incorporated into the Town's Code of Ordinances. Rich Koch has been working on this and his proposal for the changes has been provided for Council review. The public hearing will be held tonight, and a vote on the changes could be taken at the April 11th Town Council meeting.

Town Attorney Rich Koch presented the background information.

Discussion followed.

The public hearing was opened.

Speaking: none

The public hearing was then closed.

5A.

OLD BUSINESS

2017 Transportation Bond Review. In 2017, the Town residents approved the 2017 Transportation Bonds. At the time, this included road resurfacing, sidewalk projects and roadway improvements. The total amount of the bonds was \$4M. As time has moved on, various factors have impacted the roadway improvements, including developer

contributions as part of TIAs for new residential projects. Most of these were intersection improvements throughout Town. After careful analysis by Finance, Engineering and Town Management, new projects have been identified that could replace some of the intersection improvements. These projects include additional funding for greenways, Hickory Ridge Road Sidewalk, and Hwy 49 improvements, such as mast arm traffic lights and other related improvements.

The presentation reviews the 2017 Transportation Bond projects and discusses the next steps for the remaining funding.

Questions from Council and discussion about safety improvements for the Roberta Road and Highway 49 intersection, and potential to use the funds for projects that are not merely for beautification. Town Manager Rob Donham explained that the complications are the timeline for the use of these funds, as well as the costs for property acquisition and utility relocation that could drive costs above the funds we have.

Council would like to redirect the funds for mast arms at intersections to some other project. Staff will look into what projects could be done with these funds and bring back to Council for consideration.

5B.

OLD BUSINESS

H2021-01 (R) – Consideration of Conditional Rezoning and Zoning Map Amendment for Oakview Residential Subdivision off of Hickory Ridge Rd. (behind Blume Phase II). Oakvu LLC, on behalf of the property owners of parcel 55167593100000, has submitted a request to rezone approximately 65.01 acres of land located on the eastern side of Hickory Ridge Road south of Rocky River Road and connecting to Cornflower Drive (behind Blume Phase II). The applicant proposes to develop a single-family subdivision with 30 detached units with a minimum lot size of 20,000 sq. ft. To achieve this, the applicant is requesting that the property be rezoned from Rural Estate (RE) to CZ-RL (Conditional Zoning Residential Low Density). The proposed gross density of the site is 0.46 dwelling units per acre.

The property is in the Town limits and does not require annexation. A Town Council public hearing was held on February 14, 2022 to take action on the rezoning, Planning and Zoning Board recommended approval of the rezoning request at their November 16, 2021 meeting.

A staff report has been provided for more information and a site plan 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.

Sushil Nepal presented the background information. Applicant made some changes to the project. Two new conditions were added:

#11 – Applicant agrees that no fewer than 30% of the dwelling units shall contain a side-loaded garage.

#12 – Applicant agrees that no more than 20% of the residential units as rentals at any given time and will be restricted as such by the deed restrictions.

Applicant has also agreed to not use the “Oakview Estates” name, and will revise it during the Preliminary Plat process, which is when County EMS will review and approve the subdivision name.

After some discussion, the following action was taken:

MOTION:

Councilmember Smith made a motion to approve the Conditional Rezoning and Zoning Map Amendment for Oakview Residential Subdivision off Hickory Ridge Rd. (behind Blume Phase II), as requested by the applicant for the related property in application H2021-01 (R). Second was made by Councilmember Russo. **The motion passed 7-0.**

The following Consistency Statement was then proposed:

CONSISTENCY STATEMENT

Based on the comments at the public hearing, the staff presentation then, staff presentation now, and the conditions included as well as the two additional conditions presented tonight, this rezoning is consistent with the provisions of the Harrisburg Area Land Use Plan and is therefore reasonable and in the public interest.

MOTION:

Councilmember Smith made a motion to approve the Consistency Statement as proposed. The second was made by Councilmember Russo. **The motion passed 7-0.**

6A.

NEW BUSINESS

Consideration of Contract with Martin Starnes and Associates, CPAs, P.A. for Financial Audit Services. The Town and its component units, Harrisburg Community and Youth Association, Inc. (HCYA) and Harrisburg Business Alliance, Inc. (HBA), are required to have an annual audit performed by a qualified external CPA firm. The results of this audit are a part of the Town's annual financial statements and are submitted to the Local Governmental Commission (LGC) along with the statements each year. For the past 4 years, the audits were performed by Elliott Davis, who has withdrawn from performing governmental audits in the state.

On January 5, 2022, the Finance Department issued a two-part request for proposals (RFP) that was directly provided to reputable firms, advertised on a few of the State's listservs, and advertised and made available on the Town's website and social media outlets. The proposals were to address the following key items:

1. Type of Audit - financial and compliance audit of the Town's financial statements, MD&A, supplementary information, and schedules and compliance with the laws and regulations of NC. The financial and compliance audit also covers federal and State grant awards in accordance with generally accepted auditing standards. The audit will cover the governmental activities, business-type activities, each major fund, discreetly presented component units and the remaining fund information, which collectively constitutes the basic financial statements. The audit will also include a State or federal Single Audit in any given fiscal year in which expenditures of State grant funds exceed \$500,000 and/or expenditures of federal funds exceed \$750,000.
2. Period - Audit services shall cover the fiscal years ending 6/30/2022, 6/30/2023, and 6/30/2024, with an option to extend for two additional fiscal years or until a determination is made to request new proposals.
3. Requirements for the audit, including the due date for audit submission to the LGC by 10/31 each year
4. Part 1 - Firm Profile
5. Part 2 - Cost Estimates

A total of six qualified firms provided proposals that were considered responsive. Each of the six firms was evaluated by the auditor-selection committee based on qualifications first, and cost second. The firms were narrowed down to three that were considered responsible, or capable of providing the quality of services that we desire. The Town's committee consisted of the Finance Director, Financial Analyst, and an additional Department Head, the Planning and Economic Development Director. The committee made its selection unanimously to recommend Martin Starnes and Associates, which the committee believes is the gold standard in NC for municipal audits. The selection committee and the Finance Department are confident that Martin Starnes and Associates will not only provide a quality, timely audit, but will be a partner with the Town going forward as we continue to grow in size and complexity.

After some discussion, the following action was taken:

MOTION:

Councilmember Smith made a motion to approve the contract with Martin Starnes and Associates, CPAs, P.A. for the Town's audit services for fiscal years 2022, 2023, and 2024. Councilmember Russo made the second. **The motion passed 7-0.**

6B.

NEW BUSINESS

Consideration of FY2022 Budget Ordinance Amendments for Fire Vehicles. The Fire Department has four vehicle purchases approved and underway in FY2022. Those vehicle replacements are for the following positions as the primary driver: Logistics, Training Captain, Training Chief, and Battalion Chief.

The initial project funds requested for these particular projects were derived either in the beginning or early into the covid-19 pandemic. During that time, most pricing or estimates were either unobtainable or very limited due to shutdowns/closures. Also, during that time there was little to no knowledge or speculation of the future economic

impact on pricing, labor and other supply chain challenges which caused significant pricing increases (in some areas/industries up to 40+ percent).

Another unforeseen challenge that wasn't factored into or known at the time is the discontinuation of certain products and components that are no longer supported or available, which forces the purchase of other components that are compatible with newer systems. These factors limit us in reusing/repurposing certain electronics and components from older vehicles to new vehicles as has been relied upon with previous vehicle upfits. For example, in most of our pre-2019 vehicles, we used a Motorola control head & siren system that encompasses several functions - Radio, Siren and Warning light controls. Unfortunately, Motorola has since discontinued and no longer supports or sells that system and we cannot reuse any components we had in inventory (or from older units) with new control heads and related components (post-2019) as these components are now proprietary and cannot be used universally among different manufacturers as it was in the past.

Fire staff is requesting the following increase to the vehicle projects:

1. Logistics - \$8,200
 - a. Bed Liner
 - b. Side Steps
 - c. Warning Lights
2. Battalion One - \$14,900
 - a. Cargo Slide Tray
 - b. Camper Top
 - c. Warning Lights
3. Training Captain - \$14,800
 - a. Cargo Slide Tray
 - b. Camper Top
 - c. Warning Lights
4. Training Chief - \$14,800
 - a. Cargo Slide Tray
 - b. Camper Top
 - c. Warning Lights

MOTION:

Councilmember Russo made a motion to approve the requested FY2022 Budget Ordinance Amendments for Fire vehicle purchases in the amount of \$52,700. Second was made by Mayor Pro-Tem Price. **The motion passed 7-0.**

7.

ACTION ITEMS

- Follow up with residents of Lucas Court on timeline for paving
- Get updates for Council concerning the Stallings Road roundabouts
- Get update for Council concerning Rocky River signal light
- Take a look at getting housing numbers on the website
- Move the Arbor Day grant/tree giveaway to October
- Investigate lighting issues in Town Center
- Redirect funds slated for mast arms at intersections to some other project – bring to Council for consideration

8.

CLOSED SESSION

None

9.

ADJOURNMENT:

MOTION:

There being no further business, Councilmember Cotell made a motion to adjourn the meeting. Second was made by Mayor Pro-Tem Price. **The motion passed 7-0.**

ATTEST:

Janet Rackley, Town Clerk

Jennifer Teague, Mayor



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the March 23, 2022, Town Council Budget Meeting

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the March 23, 2022, Town Council Budget Meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. March 23 minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
WEDNESDAY, MARCH 23, 2022
6:00 PM**

MINUTES

This meeting was held in person as well as virtually via the Zoom platform.

Mayor Jennifer Teague called the meeting to order.

PRESENT: Mayor Jennifer Teague; Mayor Pro-Tem Maurice Price Jr., Councilmembers Diamond Staton-Williams, Rick Russo, Ian Patrick (6:30pm), Rodney Dellinger and Altyn Cotell

ABSENT: Councilmember Ron Smith

**1A.
ZOOM NOTIFICATION**

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

**2A.
NEW BUSINESS**

Budget Discussions. Discussion included the following:

Engineering Department

- Organizational Chart
- History of the Town's Engineering Department
- Duties
 - Project Management
 - Construction Services
 - Development Services
 - Stormwater Services
 - ADA Compliance
 - Coordination and Compliance with other permitting agencies
 - Apply for grant funding
 - Enforcement of Grading and Encroachment Permits
 - Development of standard contract document language
- Enhancements
 - Fully staffed with highly technical professional team
 - Budgeted for \$100k/year ADA improvements
 - Updated GIS
 - Conducting Phase II Stormwater permit audit (every 5 years)
 - Grading permit program/encroachment permit program development and implementation
 - Moved to managing CIP projects in-house resulting in minimum of 10% cost savings on projects
 - Moved to primarily in-house construction document review
- Public Works – crews maintain:
 - 68 miles of streets and 91 miles of sidewalk
 - Thousands of street signs
 - 138 miles of sanitary sewer – delivering 40 million gallons per month to WSACC treatment plants
 - 14 pump stations
 - 126 miles of waterline
 - 2 water towers
 - 6 water entry points and 2 emergency feeds
 - 2 treatment facilities

- 37 miles of NCDOT shoulders
- 117 acres of Town property
- 33 miles of storm and sewer outfalls
- Yard waste pickup to 6400 homes – collecting 4.5 million pounds of yard waste each year
- Public Works Improvements
 - Achieved SHARP award designation from OSHA
 - SCADA integration of the 2 water towers
 - Replaced 300 existing meters with new Kamstrup meters
 - Purchase new equipment (camera truck, excavator)
 - Expanded Public Works facility yard in-house and used the time to train inexperienced staff on earth moving equipment
 - Installed water and sewer for the new law enforcement building
 - Sent 8 crewmembers to water and sewer school, 2 have passed their certifications and 6 are scheduled for testing in May and June
- Engineering and Public Works Projects for FY22
 - \$430,000 in paving projects, with \$300k waiting to be awarded
 - \$100,000 in ADA improvements
 - \$400,000 in sidewalk projects, \$600k in the pipeline through Transportation Bond funding
 - 2 pump stations scheduled to be decommissioned in FY23
 - 6,000 LF of waterline replaced, 15,000 LF in design for replacement/expansion in FY23
 - Closed out Harrisburg Park project
 - Closed out elevated storage tank project
 - \$500k in sewer rehab
 - Negotiating contracts for Hwy. 49 improvements to implement Hwy. 49 Corridor Plan
 - Designed and completed small storm drainage improvement and homeowner cost-share projects throughout the Town
- Private Development Projects FY22
 - Accepted 3 new neighborhoods into the Town street maintenance system
 - Welcomed several new restaurants and businesses – performed closeout inspections and coordinated throughout design and construction process
 - In various stages of inspection or closeout on 20 other neighborhoods
- Review of budget line items

Powell Bill

- Projected to receive \$437,500 this year and all of this will be used for paving
- Received \$100,000 extra this year that was unexpected. Don't know if that was a one-time thing or if it will continue
- Review of budget line items

Streets

- Requested budget of \$800,250
- Street tree replacement costs increase
- Elementary land contribution (\$50,000)
- Slight reduction in utilities for streetlights
- Review of budget line items

Environmental Protection

- Total requested budget of \$2,300,000
- Fuel and sanitation cost increases
- Removal of Town Center compactor removal project
- Review of budget line items

Water/Sewer

- \$11,400,000 requested budget
- Two professional service projects
- Increases due to growth and inflation

- One proposed new position – Water Tech – due to new water tower coming online
- Debt services costs decreasing a bit
- Meter fees decreasing a bit temporarily
- Review of budget line items

Stormwater

- Requested budget of \$720,000
- Review of budget line items

3.

CLOSED SESSION

None

ADJOURNMENT:

MOTION:

There being no further business, Councilmember Dellinger made a motion to adjourn the meeting. Second was made by Mayor Pro-Tem Price. **The motion passed 6-0.**

ATTEST:

Jennifer Teague, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of the FY2021 Waterline Construction Contract with Carolina Siteworks and related Declaration of Intent to Reimburse

Presenting Personnel:

Mallory Hodgson, Project Manager

Suggested Motion or Action:

If approved, Motion to award the FY2021 Waterline Construction Contract to Carolina Site works in the amount of \$708,175.60 and approve the related Declaration of Official Intent to Reimburse

Description/Background:

The Town of Harrisburg's 20-Year CIP, completed in 2018, identified high priority waterline replacement areas. The Town has been following the CIP plan for replacement of aging water infrastructure in older sections of Town. The new waterlines will add hydrants to improve fire protection on the streets. Construction of the new waterlines will replace aging pipes, which will limit staff maintenance time for main breaks and leaks, and will help improve water quality and system reliability.

The Town of Harrisburg bid the project with the original bid opening date of March 10, 2022. The Town only received two bids and elected to not open the bids and re-advertise. The re-advertisement was successful and resulted in receipt of four qualified bids, which were received on March 24, 2022. Town Staff and the design consultant reviewed the bids and selected Carolina Site Works as the lowest qualified bidder, for a contract total of \$708,175.60 which includes a 10% contingency.

Carolina Site Works has a demonstrated history of successful projects with the Town and they are often asked to provide quotes for utility projects, small or large.

Recommendation:

Staff recommends approval of the attached contract with Carolina Siteworks

Fiscal Impact:

The Fiscal Impact for this project to the Town is \$708,175.60. The construction portion of the authorized budget for this project is \$1,016,000 and staff is pleased to come in under budget with the current market uncertainties.

The Town intends to include this project in its next Water and Sewer Revenue Bond issuance. Because the financing will take place in the future once enough projects are established and accumulated, a declaration of official intent to reimburse must be included, which authorizes the Town to include expenditures towards this project which are incurred prior to the issuance of any debt financing.

Attachments:

1. Agreement between Owner and Contractor
2. Bid Tab and Recommended Award
3. Declaration of Intent to Reimburse - FY20-21 Waterline Upgrades 04142022

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Harrisburg ("Owner") and
Carolina Siteworks, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

- A. Furnish and install approximately: 3,630 linear feet of 6-inch pipe along Woodside Drive and School Avenue. 320 linear feet of 12-inch ductile iron pipe along School Avenue to Highway 49. 230 linear feet of 45x29" elliptical RCP on Woodside Drive. All work is located in within existing road right-of-way or temporary construction easements in the Town of Harrisburg, which is located in Cabarrus County, North Carolina. The project will include pipeline installation using both open-cut and trenchless methods. The project generally includes, but is not limited to, all clearing, grading, pipe, structures (stormwater structures), erosion control, cleaning, disinfection, testing, and all other work necessary to furnish, install, test, and place into service the water lines and stormwater pipes.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2021 Water Line Replacement.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Black & Veatch International Company.
- 3.02 The Owner has retained Black & Veatch International Company ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and

completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$750 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$750 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

All Work, at the prices stated in Contractor's Bid, is attached hereto as an exhibit. **Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities): \$708,175.60, inclusive of a 10% contingency added to the bid price of \$643,796.00.**

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 Interest on final payments due to prime contracts shall accrue in accordance with N.C.G.S. 143-134.1.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. 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 (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. 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.
- G. 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.
- H. 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 65, inclusive).
 - 5. Supplementary Conditions (pages 1 to 11, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: 2021 Water Line Replacement.
 - 8. Addenda (numbers 1 to 3, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 8, inclusive), including E-Verify Affidavit.
 - b. Notice of Award (pages 1 to 1, inclusive).
 - c. Documentation submitted by Contractor prior to Notice of Award.

- d. Affidavits.
- 10. 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.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 E-Verify

- A. Contractor hereby acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

10.07 Iran Divestment Act Certification

- A. N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List. As of the date of execution of this Agreement Contractor hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer and that Contractor will not utilize any subcontractors found on the Final Divestment List.

10.08 Anti-Human Trafficking

- A. The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor’s subcontractors in the performance of this Agreement shall be obtained by

means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

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

This Agreement will be effective on May 1, 2022 (which is the Effective Date of the Contract).

OWNER:

Town of Harrisburg

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

4100 Main Street, Suite 101

Harrisburg, NC 28075

CONTRACTOR:

Carolina Siteworks, Inc.

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

PO Box 280

China Grove, NC 28023

License No.: 45224
(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 Agreement.)

March 25, 2022

Town of Harrisburg
2021 Water Line Replacement
Recommendation of Award

B&V Project 408527
B&V File 70.5000

Mallory Hodgson, P.E.
Engineering Department Manager
4100 Main Street, Suite 201
P.O. Box 100
Harrisburg, NC 28075

Dear Ms. Hodgson:

This letter is in regard to the results of the bid opening held on March 24, 2022. A total of four bids were received for the 2021 Water Line Replacement project. The certified Bid Record and Bid Tabulation are attached to this letter.

The Low Bidder for the project was Carolina Siteworks, Inc., based out of China Grove, NC with a low bid amount of \$643,796.00. With a 10% contingency added to the bid price, the total contract price will be \$708,175.60. The low bidder is properly licensed to perform the work based on information submitted and on the website for the North Carolina Licensing Board for General Contractors.

It is our understanding that the low bid is within the project budget. Based upon our review of the bids received, Black & Veatch recommends that the Town of Harrisburg award the project to the low bidder, Carolina Siteworks, Inc.. Please note that the contract must be awarded by May 23, 2022 without requesting an extension of the bid holding period from the low bidder. After the contract is awarded, you will need to send the Notice of Award to the contractor so that he can order bonds and insurance.

If you have any questions, or require additional information, please do not hesitate to contact us at your earliest convenience.

Very truly yours,

BLACK & VEATCH CORPORATION


2022.03.25 14:16:26-04'00'

W. Patrick Stout, PE – Engineering Manager

Enclosure(s): As stated.


2022.03.25 14:16:26-04'00'

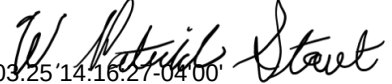


**BID RECORD
TOWN OF HARRISBURG
2021 Water Line Replacement**

BID DATE/ TIME: March 24, 2022 at 10:00 AM

BIDDER	NC LIC. NO.	CLASS	LIMITATION	BID BOND	ADD. 1	ADD. 2	ADD. 3	TOTAL BID	REMARKS
Carolina Siteworks, Inc.	45224	UL	B, H, PU	5%	✓	✓	✓	\$ 643,796.00	Apparent Low Bidder
State Utility Contractors, Inc.	17793	UL	UC	5%	✓	✓	✓	\$ 1,521,010.00	
Landcrafters (Nest Homes, LLC)	74867	UL	B, PU	5%	✓	✓	✓	\$ 1,608,822.00	
Hall Contracting Corporation	5689	UL	UC	5%	✓	✓	✓	\$ 1,123,603.00	

This is to certify that the bids tabulated herein were publically opened and read aloud at 10:00 AM on the 24th day of March 2022, on a virtual meeting platform.


2022.03.25 14:16:27-04:00
William P. Stout, P.E.
Black & Veatch International Company
Business License No. F-0794
175 Regency Woods Place, Suite 200
Cary, North Carolina 27518



**BID TABULATION
TOWN OF HARRISBURG
2021 WATER LINE
REPLACEMENT**

BID DATE/ TIME: March 24, 2022 at 10:00 AM

Bid Form				Carolina Siteworks (Apparent Low Bidder)		Hall Contracting Corporation		State Utility Contractors, Inc.		Landcrafters (Nest Homes, LLC)	
Item	Description	Unit	Quantity	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Mobilization (max 3% of total bid)	LS	1	14,937.00	\$ 14,937.00	32,000.00	\$ 32,000.00	45,000.00	\$ 45,000.00	46,850.00	\$ 46,850.00
2	12-inch DIP Water Line	LF	320	111.00	\$ 35,520.00	181.00	\$ 57,920.00	290.00	\$ 92,800.00	195.00	\$ 62,400.00
3	6-inch DIP Water Line	LF	150	60.30	\$ 9,045.00	153.00	\$ 22,950.00	205.00	\$ 30,750.00	135.00	\$ 20,250.00
4	6-inch Water Line	LF	3020	41.25	\$ 124,575.00	127.00	\$ 383,540.00	180.00	\$ 543,600.00	98.00	\$ 295,960.00
5	6-inch Water Line (Direct Bored)	LF	460	140.00	\$ 64,400.00	294.00	\$ 135,240.00	210.00	\$ 96,600.00	440.00	\$ 202,400.00
6	6x6-inch Taping Sleeve and Valve	EA	2	4,937.00	\$ 9,874.00	5,745.00	\$ 11,490.00	7,500.00	\$ 15,000.00	7,300.00	\$ 14,600.00
7	12x12-inch Tapping Sleeve and Valve	EA	1	12,658.00	\$ 12,658.00	5,745.00	\$ 5,745.00	18,000.00	\$ 18,000.00	21,000.00	\$ 21,000.00
8	12-inch Gate Valve and Valve Box	EA	2	4,358.00	\$ 8,716.00	4,139.00	\$ 8,278.00	5,000.00	\$ 10,000.00	7,100.00	\$ 14,200.00
9	6-inch Gate Valve and Valve Box	EA	1	1,537.00	\$ 1,537.00	1,791.00	\$ 1,791.00	2,000.00	\$ 2,000.00	3,500.00	\$ 3,500.00
10	Fire Hydrant Assembly	EA	11	7,174.00	\$ 78,914.00	8,412.00	\$ 92,532.00	8,000.00	\$ 88,000.00	12,115.00	\$ 133,265.00
11	½" Short Side Water Service and Reconnection	EA	23	1,036.00	\$ 23,828.00	1,553.00	\$ 35,719.00	1,400.00	\$ 32,200.00	2,425.00	\$ 55,775.00
12	¾" Long Side Water Service (Direct Bored) and Reconnection	EA	23	1,266.00	\$ 29,118.00	3,325.00	\$ 76,475.00	2,500.00	\$ 57,500.00	3,145.00	\$ 72,335.00
13	Concrete Thrust Collar	EA	2	886.00	\$ 1,772.00	930.00	\$ 1,860.00	3,500.00	\$ 7,000.00	1,593.00	\$ 3,186.00
14	Concrete Cradle	EA	1	886.00	\$ 886.00	930.00	\$ 930.00	2,000.00	\$ 2,000.00	1,940.00	\$ 1,940.00
15	Abandon Existing Valve in Place	EA	7	127.00	\$ 889.00	958.00	\$ 6,706.00	1,100.00	\$ 7,700.00	1,945.00	\$ 13,615.00
16	Abandon Existing Water Line in Place	LS	1	253.00	\$ 253.00	8,621.00	\$ 8,621.00	17,000.00	\$ 17,000.00	8,745.00	\$ 8,745.00
17	Existing Fire Hydrant Assembly Removal	EA	1	316.00	\$ 316.00	1,840.00	\$ 1,840.00	1,000.00	\$ 1,000.00	1,558.00	\$ 1,558.00
18	6'x6' Stormwater Catch Basin	EA	4	12,437.00	\$ 49,748.00	11,000.00	\$ 44,000.00	15,000.00	\$ 60,000.00	15,535.00	\$ 62,140.00
19	5'x5' Stormwater Catch Basin	EA	1	12,121.00	\$ 12,121.00	15,857.00	\$ 15,857.00	12,000.00	\$ 12,000.00	10,575.00	\$ 10,575.00
20	Install 45"x29" (ID) Elliptical Class IV RCP (Owner Provided Pipe)	LF	231	70.00	\$ 16,170.00	149.00	\$ 34,419.00	510.00	\$ 117,810.00	268.00	\$ 61,908.00
21	2'x3' Frame and Sag Grate (NCDOT 840.24)	EA	5	696.00	\$ 3,480.00	1,038.00	\$ 5,190.00	800.00	\$ 4,000.00	1,184.00	\$ 5,920.00
22	Concrete Driveway Repair	SY	170	84.00	\$ 14,280.00	93.00	\$ 15,810.00	325.00	\$ 55,250.00	70.00	\$ 11,900.00
23	Asphalt Concrete Driveway Repair	SY	50	84.00	\$ 4,200.00	36.00	\$ 1,800.00	130.00	\$ 6,500.00	182.00	\$ 9,100.00
24	Gravel Driveway Repair	SY	50	43.00	\$ 2,150.00	15.00	\$ 750.00	60.00	\$ 3,000.00	255.00	\$ 12,750.00
25	Rock Excavation (Min. \$75/CY)	CY	200	75.00	\$ 15,000.00	105.00	\$ 21,000.00	200.00	\$ 40,000.00	510.00	\$ 102,000.00
26	Erosion Control	LS	1	35,496.00	\$ 35,496.00	18,600.00	\$ 18,600.00	18,000.00	\$ 18,000.00	50,250.00	\$ 50,250.00
27	Clean Up and Seeding	AC	1.5	4,430.00	\$ 6,645.00	3,720.00	\$ 5,580.00	5,000.00	\$ 7,500.00	15,000.00	\$ 22,500.00
28	Asphalt Concrete Surface Course	SY	2800	10.90	\$ 30,520.00	14.00	\$ 39,200.00	26.00	\$ 72,800.00	72.50	\$ 203,000.00
29	Asphalt Concrete Base Course	SY	240	90.70	\$ 21,768.00	99.00	\$ 23,760.00	160.00	\$ 38,400.00	110.00	\$ 26,400.00
30	Milling Existing Pavement	SY	2800	5.35	\$ 14,980.00	5.00	\$ 14,000.00	7.00	\$ 19,600.00	21.00	\$ 58,800.00
31					\$ -		\$ -		\$ -		\$ -
32					\$ -		\$ -		\$ -		\$ -
33					\$ -		\$ -		\$ -		\$ -
					\$ 643,796.00		\$ 1,123,603.00		\$ 1,521,010.00		\$ 1,608,822.00

Contingency	\$ 64,379.60
Total	\$ 708,175.60



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

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

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

1. **Expenditures to be Incurred.** The Borrower anticipates incurring expenditures (the "Expenditures") for the FY 2020-2021 Waterline Replacement and Upgrade Project, referred to as the "Project."
2. **Plan of Finance.** The Borrower intends to finance the costs of the Project with the proceeds of debt to be financed with a financial institution (the "Borrowing"), the interest on which is to be excluded from gross income for Federal Income tax purposes.
3. **Maximum Principal Amount of Debt to be Borrowed.** The maximum principal amount of the Borrowing to be incurred by the Borrower to finance the Project is not to exceed \$1,016,000, the total project ordinance authorization for the Project.
4. **Declaration of Official Intent to Reimburse.** The Borrower hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

This resolution is effective upon its adoption this 14th day of April, 2022.

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

[Mayor]

ATTEST:

[Clerk]

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted by the Harrisburg Town Council on the 14th day of April, 2022.

[Clerk]

Date



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of the Spring 2022 Street Resurfacing Contract and related FY2022 Budget Ordinance Amendment

Presenting Personnel:

Mallory Hodgson, Project Manager

Suggested Motion or Action:

If approved:

Motion to approve the attached contract with Red Clay Industries in the approximate amount of \$309,000 for the Spring 2022 Street Resurfacing Project and the related Budget Ordinance Amendment.

Description/Background:

Town Staff is utilizing a portion of the 2017 transportation bonds, annually budgeted street maintenance funds, and Powell Bill funding for the Spring 2022 Street resurfacing project. The proposed streets to be paved include a portion of Morris Drive, Winding Cedar Trail in Canterfield, Alexandar Hill Court, Main Street, and Hoffner Drive. The contractor will also install thermoplastic pavement marking on Main Street for the center lines, stop bars, and pedestrian crossings, as well as a thermoplastic yellow center line down Patricia.

The project was publicly bid and the Town received bids from nine qualified contractors. The bids were extremely close, with Red Clay coming in as the low bidder. The Town is pleased to work with Red Clay on this project as they have a history of successful projects with the Town and are familiar with the Town's protocols for inspection and installation of asphalt.

Recommendation:

Staff recommends approval of the attached contract with Red Clay in the amount of \$308,390.69

Fiscal Impact:

The fiscal impact of this project is \$308,390.69. The original bids were slightly higher than what the proposed project budget allowed, so staff reduced some line item quantities which is reflected in the attached bid tabulations. The reduction in quantities did not change the low bidder. Staff is utilizing leftover Powell Bill Funding, Maintenance and Repair of Streets Budget, and Bond Transportation funding for this project.

The project will draw the remaining \$53,753 in Bond Paving funds down to \$0 to close the escrow account. There was \$9,145 remaining in the original appropriation of the Powell Bill funding and the Town received an additional \$100,000 in this year's Powell Bill distribution. Further, the Town will allocate \$138,390.69 from the Town's Street's budget to cover the remainder.

The attached FY2022 Budget Ordinance Amendment recognizes the additional revenues received by the Town this year from the Powell Bill system and appropriates those funds for expenditure on this project.

Attachments:

1. Spring 2022 Paving - Bid Tabs w Adjusted Quantities

2. Spring 2022 Paving - Paving and Restriping Maps
3. Red Clay - TOH Paving - Contract
4. Amendment - GF - Powell Bill Revenue 04142022

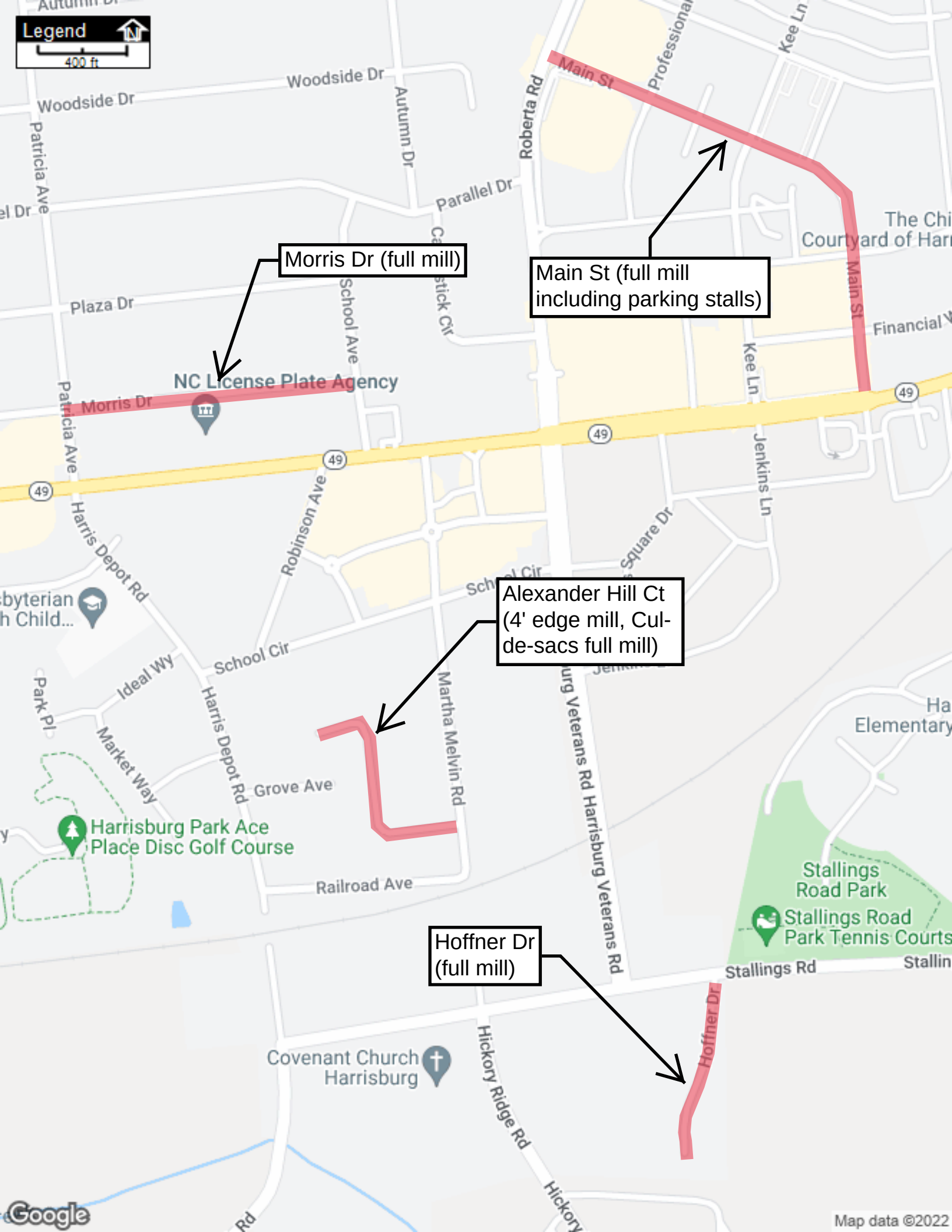
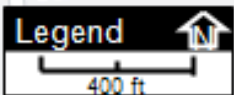


Project 2022 Spring Resurfacing Project

				Blythe Construction Inc.		NJR Group, Inc		Reeves Construction Company		Ram Pavement		Red Clay Industries		J.T. Russell & Sons, Inc.		Blythe Brothers Asphalt Co., L.L.C.		Trull Contracting, LLC		Carolina Siteworks Inc.	
Bid Item	Item Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$ 18,500.00	\$ 18,500.00	\$ 25,000.00	\$ 25,000.00	\$ 22,000.00	\$ 22,000.00	\$ 19,226.00	\$ 19,226.00	\$ 7,898.00	\$ 7,898.00	\$ 18,000.00	\$ 18,000.00	\$ 24,000.00	\$ 24,000.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00
2	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00	\$ 3,600.00	\$ 3,600.00	\$ 3,500.00	\$ 3,500.00	\$ 25,000.00	\$ 25,000.00	\$ 21,000.00	\$ 21,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,800.00	\$ 15,800.00
3	Milling of Existing Pavement - 1 - 1/2"	18,079	SY	\$ 3.50	\$ 63,276.50	\$ 4.00	\$ 72,316.00	\$ 4.60	\$ 83,163.40	\$ 3.25	\$ 58,756.75	\$ 3.10	\$ 56,044.90	\$ 2.50	\$ 45,197.50	\$ 3.25	\$ 58,756.75	\$ 2.75	\$ 49,717.25	\$ 4.60	\$ 83,163.40
4	Tack Coat	1,346	GAL	\$ 3.34	\$ 4,495.77	\$ 2.00	\$ 2,692.08	\$ 2.90	\$ 3,903.52	\$ 3.79	\$ 5,101.49	\$ 3.50	\$ 4,711.14	\$ 1.50	\$ 2,019.06	\$ 2.50	\$ 3,365.10	\$ 3.85	\$ 5,182.25	\$ 4.00	\$ 5,384.16
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	22,434	SY	\$ 9.90	\$ 222,096.60	\$ 12.00	\$ 269,208.00	\$ 9.95	\$ 223,218.30	\$ 8.69	\$ 194,951.46	\$ 9.01	\$ 202,130.34	\$ 10.50	\$ 235,557.00	\$ 8.80	\$ 197,419.20	\$ 9.50	\$ 213,123.00	\$ 13.95	\$ 312,954.30
6a	White Pavement Marking Symbols (90 mils)	8	EA	\$ 135.00	\$ 1,080.00	\$ 500.00	\$ 4,000.00	\$ 145.75	\$ 1,166.00	\$ 200.00	\$ 1,600.00	\$ 145.00	\$ 1,160.00	\$ 200.00	\$ 1,600.00	\$ 135.00	\$ 1,080.00	\$ 525.00	\$ 4,200.00	\$ 180.00	\$ 1,440.00
6b	Yellow Pavement Marking Lines - (4" Width, 90 mils)	8,298	LF	\$ 1.45	\$ 12,032.10	\$ 4.00	\$ 33,192.00	\$ 1.50	\$ 12,447.00	\$ 1.00	\$ 8,298.00	\$ 1.48	\$ 12,281.04	\$ 1.00	\$ 8,298.00	\$ 1.45	\$ 12,032.10	\$ 2.00	\$ 16,596.00	\$ 1.95	\$ 16,181.10
7	Incidental Patching	40	TON	\$ 135.00	\$ 5,400.00	\$ 200.00	\$ 8,000.00	\$ 350.00	\$ 14,000.00	\$ 115.00	\$ 4,600.00	\$ 149.50	\$ 5,980.00	\$ 180.00	\$ 7,200.00	\$ 125.00	\$ 5,000.00	\$ 135.00	\$ 5,400.00	\$ 275.00	\$ 11,000.00
Contract Price					\$ 351,880.97		\$ 464,408.08		\$ 414,898.22		\$ 296,133.70		\$ 293,705.42		\$ 342,871.56		\$ 322,653.15		\$ 316,718.50		\$ 460,922.96
5% Contingency					\$ 17,594.05		\$ 23,220.40		\$ 20,744.91		\$ 14,806.69		\$ 14,685.27		\$ 17,143.58		\$ 16,132.66		\$ 15,835.93		\$ 23,046.15
Total Contract Price					\$ 369,475.02		\$ 487,628.48		\$ 435,643.13		\$ 310,940.39		\$ 308,390.69		\$ 360,015.14		\$ 338,785.81		\$ 332,554.43		\$ 483,969.11

Yellow Highlight indicates calculation error

Blue highlight indicates quantity reductions



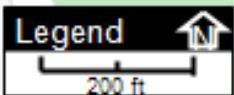
Morris Dr (full mill)

Main St (full mill including parking stalls)

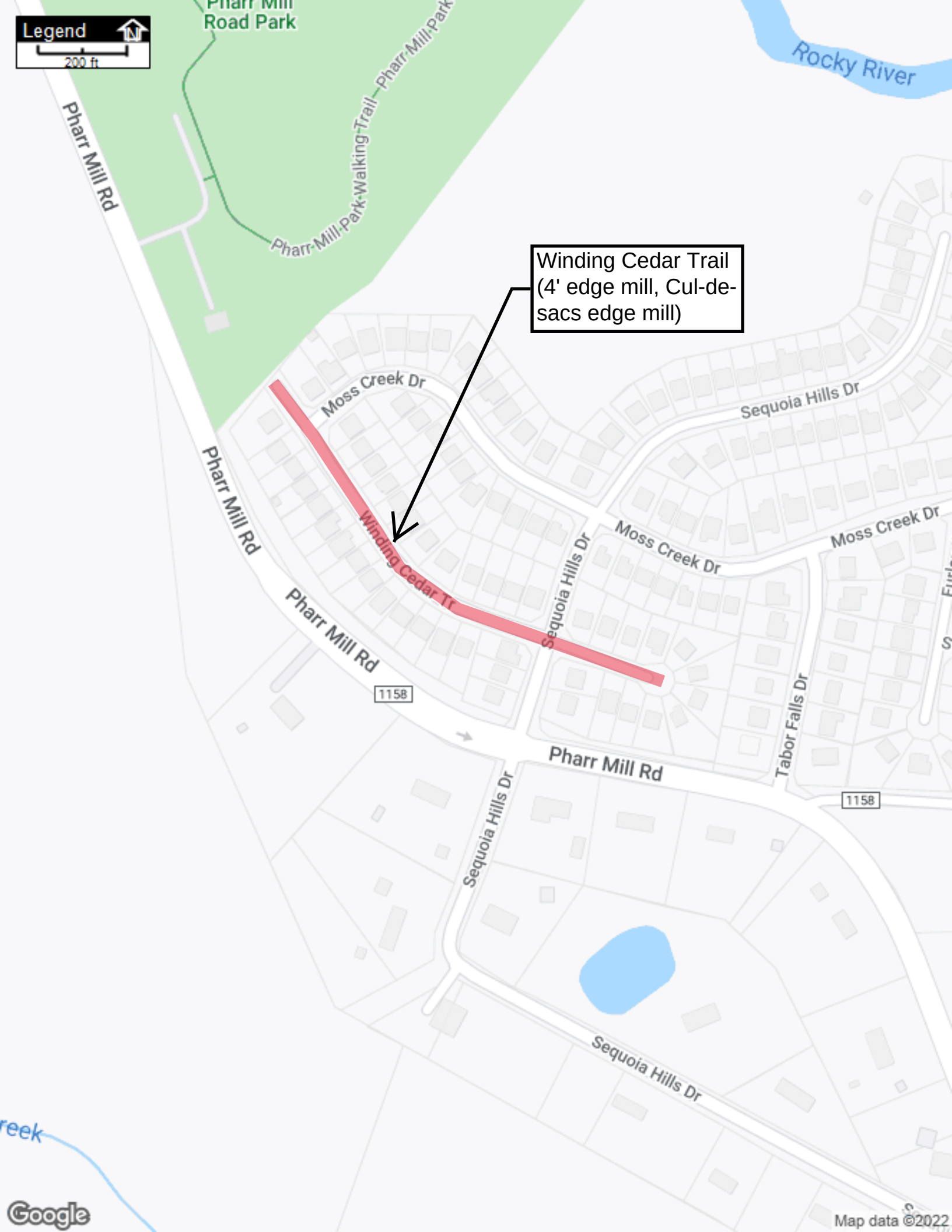
Alexander Hill Ct (4' edge mill, Cul-de-sacs full mill)

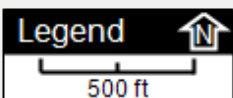
Hoffner Dr (full mill)

Legend



200 ft





Rocky River Crossing Playground

Restripe Patricia Ave
(single solid yellow stripe)

Restripe Main St (match existing striping, does not include restriping parking stalls)

CONTRACT FOR 2022 SPRING RESURFACING

This Contract is by and between Town of Harrisburg, NC (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.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. This improvement project shall consist of milling approximately 1.25 miles of 2-lane road and parking stalls to depth of 1.5" and resurfacing with 1.5" of surface course asphalt. The subject roads to be milled and paved are Main St, Morris Dr, Hoffner Dr, Alexander Hill Ct, and Winding Cedar Trail. Project also consists of restriping approximately 1.6 miles of 2-lane road along Patricia Ave and Main St. Project also consist of 40 tons of incidental patching, to be identified by the Town of Harrisburg at the time of the project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. The Work will be substantially completed on or before September 30, 2022, and completed and ready for final payment on or before September 30, 2022.

3.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 3.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for

delay (but not as a penalty) Contractor shall pay Owner \$200 for each day that expires after the Contract Time for substantial completion.

3.03 Delays in Contractor's Progress

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

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

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

Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price
1	Mobilization	1	LS	\$7,898.00	\$7,898.00
2	Traffic Control	1	LS	\$3,500.00	\$3,500.00
3	Milling of Existing Pavement - 1 - 1/2"	18,079	SY	\$3.10	\$56,044.90
4	Tack Coat	1,346	GAL	\$3.50	\$4,711.14
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	22,434	SY	\$9.01	\$202,130.34
6a	White Pavement Marking Symbols (90 mils)	8	EA	\$145.00	\$1,160.00
6b	Yellow Pavement Marking Lines – (4" Width, 90 mils)	8,298	LF	\$1.48	\$12,281.04
7	Incidental Patching	40	TON	\$149.50	\$5,980.00
Contract Price					\$293,705.42
5% Contingency					\$14,685.27
Total Bid Price					\$308,390.69

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. The total contract price will be an extension of the payment per unit price and shall not exceed **\$308,390.69**. The contractor may add or delete from the bid quantities.

ARTICLE 5 - INSURANCE

5.01 Insurance

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work.
- C. Contractor shall at all times maintain good discipline and order at the Site.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.
- 6.02 Other Work at the Site
- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- 6.03 Services, Materials, and Equipment
- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
 - B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 6.04 Subcontractors and Suppliers
- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- 6.05 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
 - B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 6.06 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
 - B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
 - C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

6.07 Safety and Protection

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

6.08 Warranties and Guarantees

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

6.09 Correction Period

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

6.10 Indemnification

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

employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

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

8.02 Change Orders

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

ARTICLE 9 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.01 Tests and Inspections

- A. Owner will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

- B. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

9.02 Defective Work

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

ARTICLE 10 - PAYMENTS TO CONTRACTOR

10.01 Applications for Payments:

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

10.02 Retainage

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

10.03 Review of Applications

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

10.04 Substantial Completion

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

10.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or

defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

10.06 Final Payment

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

10.07 Waiver of Claims

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

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

11.01 Contractor Representations

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

7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
8. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

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

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

OWNER: Town of Harrisburg, NC

CONTRACTOR: Red Clay Industries Inc.

By: _____
Title: _____

By: _____
Title: _____

Attest: _____
Title: _____

Attest: _____
Title: _____

Address for giving notices:

Attn: Mallory Hodgson
4100 Main Street, Suite 101
Harrisburg, NC 28075

Address for giving notices:

License No.: _____
(where applicable)



AN ORDINANCE AMENDING THE 2021-2022 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section 1. Amend the General Fund to account for the additional distribution of Powell Bill Funds received for FY2022.

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

Increase line item 101-3000-57103	\$ 100,000
Capital Outlay	

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

Increase line item 101-43100	\$ 100,000
Distributions - DOT	

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 April, 2022.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of Resolution for request of State Grant Assistance for Water and Wastewater Projects through ARPA Funding

Presenting Personnel:

Mallory Hodgson, Project Manager

Suggested Motion or Action:

If approved:

Motion to execute the attached resolution stating that the Town of Harrisburg is eligible to participate in ARPA Funding for water and wastewater projects, and that the Town will arrange financing for any remaining costs of the project that exceed the grant contribution.

Description/Background:

The North Carolina General Assembly appropriated \$1.69 billion from the state's allocation of the American Rescue Plan Act (ARPA) for drinking water, wastewater, and stormwater investments in Sections 12.13 and 12.14 of the Current Operations Appropriations Act of 2021 (S.L. 2021-180). The North Carolina Department of Environmental Quality (NC DEQ) Division of Water Infrastructure (Division) will administer approximately \$1.6 billion as grants for drinking water, wastewater, and stormwater systems in North Carolina, which excludes amounts that will be transferred to other agencies and up to 3% in administrative costs. The funds, some of which are appropriated for specific projects, are divided into different Reserves. In addition, federal requirements for the use of American Rescue Plan Act appropriations will apply. All funds must be appropriated by December 31, 2024 and expended by December 31, 2026.

The Town of Harrisburg will be applying for Drinking water and waste water assistance this spring and will apply for stormwater funding in the fall when it becomes available. The Town has several projects identified that they will be submitting packages for, including construction of the Cabarrus Woods Waterlines, Construction of the Millbrook Pump Station Decommissioning, 10-Year CIP planning, Sanitary sewer rehabilitation, and the decommissioning of Abbingdon Pump station.

Recommendation:

Staff recommends approval of the attached resolution

Fiscal Impact:

There is no direct fiscal impact as a result of executing the resolution, but it is required to apply for funding.

Attachments:

1. 2022 Spring Application Resolution required of all LGUs FINAL 4-4-2022



Resolution by the Town Council Of the Town of Harrisburg, NC

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of Drinking Water Distribution System, and

WHEREAS, The Town of Harrisburg, herein referred to as the "Town" has need for and intends to construct or conduct a study on wastewater collection system and drinking water distribution system projects described as Capital Improvement Water and Sewer projects and Asset Inventory Assessment Projects, and

WHEREAS, The Town of Harrisburg intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN:

That Town of Harrisburg will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the Town will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Town agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town to make scheduled repayment of the loan, to withhold from the Town any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the Town will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Mayor Jennifer Teague, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Town with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the Mayor, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Town has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.



Adopted this the April 11th 2022 at Town Hall, Harrisburg, North Carolina.

(Signature of Chief Executive Officer)
Jennifer Teague

Mayor, Town of Harrisburg, NC

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Harrisburg does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town of Harrisburg duly held on the 11 day of April 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of April, 2022

(Signature of Recording Officer)

(Title of Recording Officer)



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2022 Budget Ordinance Amendment for Safety Grant Proceeds

Presenting Personnel:

Tihisha Sharif, Human Resources Director

Suggested Motion or Action:

To approve the FY2022 Budget Ordinance Amendment to recognize safety grant proceeds in the amount of \$2,000

Description/Background:

As a member of the NC League of Municipalities workers' compensation and property and liability insurance pool, the Town is eligible to apply for one grant per fiscal year of up to \$5,000 in matching funds to help purchase equipment and services that will significantly reduce the potential for future workers' compensation, property/casualty, or liability insurance claims.

During FY2022, the Town's Public Works Department purchased an advanced thermal printer that can create inventory labels, tags, OSHA safety signs, arc flash warnings, and pipe markers. The purchase was approved by the NCLM grant program as eligible and has been funded with a 50% contribution.

Recommendation:

Staff recommends approval of the attached FY2022 Budget Ordinance Amendment to recognize grant revenue in the amount of \$2,000.

Fiscal Impact:

The Town will receive approximately \$2,000 toward a FY2022-budgeted purchase of a thermal printer. This amendment recognizes the grant proceeds and replenishes the expenditure account in which the printer was purchased.

Attachments:

1. Amendment - WSF - Safety Grant Proceeds 04112022



**AN ORDINANCE AMENDING THE 2021-2022 BUDGET ORDINANCE
OF THE TOWN OF HARRISBURG, NORTH CAROLINA**

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022:

- Section 1.** Amend the Water and Sewer Fund to account for the safety grant proceeds.
- Section 2.** To amend the Water and Sewer Fund, the appropriations are to be changed as follows:
- | | |
|-----------------------------------|----------|
| Increase line item 400-6000-52400 | \$ 2,000 |
| Safety | |
- Section 3.** To amend the Water and Sewer Fund, the revenues are to be changed as follows:
- | | |
|------------------------------|----------|
| Increase line item 400-49110 | \$ 2,000 |
| Miscellaneous Income | |
- 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 11th day of April, 2022.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

H2021-06 (R) – Set Public Hearing for May 09, 2022 to consider annexation of properties off Robinson Church Rd and Peach Orchard Rd.

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

Motion to set a Public Hearing for May 09, 2022 Town Council meeting to Consider the Annexation for properties off Robinson Church Rd and Peach Orchard Rd associated with a Rezoning request H2021-06-R.

Description/Background:

DRB Group, on behalf of the property owners of 3 parcels 5505-97-1603, 5505-98-4167, and 5515-08-5085 has submitted a request to rezone approximately 53.21 acres of land located on the northeastern corner of Robinson Church Road and Peach Orchard Road intersection. The applicant proposes to develop a single-family subdivision with 71 detached units with a minimum lot size of 15,000 sq. ft. To achieve this, the applicant is requesting that the property be rezoned from Countryside Residential(CR) in the County to CZ-RM-1 (Conditional Zoning Residential Medium Density). The proposed gross density of the site is 1.33 dwelling units per acre.

The property is in the County and will require annexation. A public Hearing is hereby called for May 09, 2022 to consider the Annexation request associated with Rezoning H2021-06 (R). The Planning and Zoning Board meeting and action on March 15, 2022 initiated the Public Hearing process for Rezoning and does not require a separate call for rezoning public hearing at the Council meeting. A Public Hearing for both Annexation and Rezoning request will occur on May 09, 2022. Final action for annexation and rezoning will be at the June 9th Council meeting.

Recommendation:

Planning and Zoning Department staff recommends setting up a Public Hearing for May 09, 2022 to consider the annexation of properties off Robinson Church Rd and Peach Orchard Rd. The Planning and Zoning Board recommended approval of the rezoning request at their March 15, 2022 meeting.

Fiscal Impact:

None.

Attachments:

1. H2022-16 R Annexation Application
2. H2022-16 R Robinson Church Road Annexation Map
3. Certificate of Sufficiency
4. Resolution Fixing Date of Public Hearing



PETITION REQUESTING ANNEXATION

DATE: 5/21/21

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

Martha Frances Strawn Iley Revocable Trust

2823 Providence Rd #345 Charlotte NC 28211

Deborah Hodge

05-24-2021

Parcel 55059841670000

Janice G. Smith Miriam I. Ward

10483 Robinson Church Rd Harrisburg NC 28075

Janice G. Smith

05-24-2021

Parcel 55059716030000

Miriam Ward

05-24-2021



HarrisburgNC

The right side of opportunity

PETITION REQUESTING ANNEXATION

DATE: 5/21/21

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:

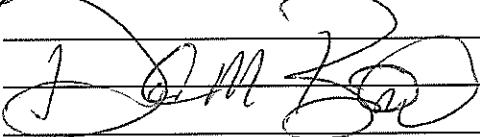
3. A sealed survey is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Harrisburg.

4. SIGNATURE OF OWNERS

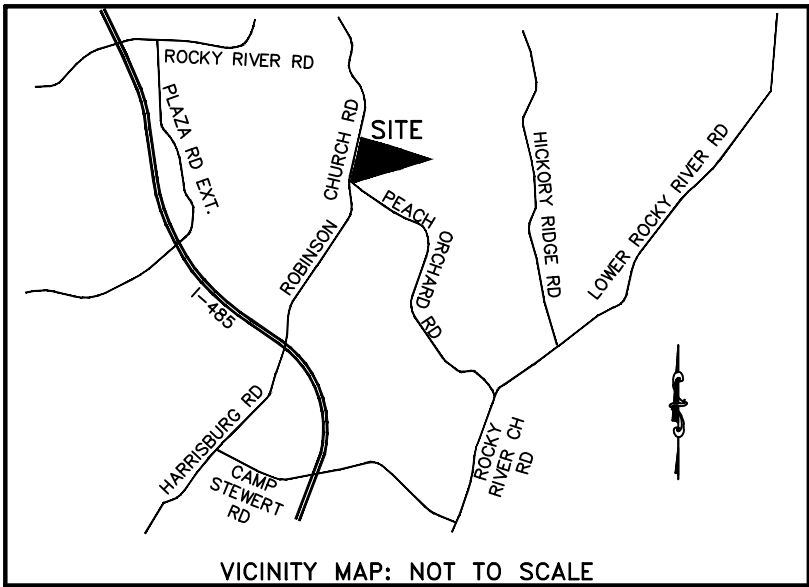
NAME

ADDRESS

DAVE & SANDRA BILBR 10555 PEACH ORCHARD ROAD

 - Sandra W. Bilbr

Parcel 55150850850000



CITY CLERK CERTIFICATION:

CLERK FOR THE TOWN OF HARRISBURG CERTIFY THAT THIS
PLAT WAS APPROVED BY THE TOWN OF HARRISBURG COUNCIL ON _____

CITY CLERK _____

DATE _____

FLOOD CERTIFICATION:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 371055-0500-M AND 371055-1500-K, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 16, 2018 AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

NOTES:

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: RIGHT-OF-WAY, EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. ANY FLOOD PLAIN DATA SHOWN HEREON IS AN APPROXIMATE LOCATION GRAPHICALLY PLOTTED FROM THE REFERENCED FEMA MAP UNLESS OTHERWISE NOTED. THIS SURVEY DOES NOT CONSTITUTE A TITLE RESEARCH, FLOOD STUDY, WETLAND DELINEATION, OR ENVIRONMENTAL INSPECTION BY SURVEYOR.

NOTES:

- THE PURPOSE OF THIS EXHIBIT IS TO SHOW PROPOSED AREAS OF THE SUBJECT PROPERTY THAT ARE BEING CONSIDERED FOR ANNEXATION INTO TOWN OF HARRISBURG.
- ALL DISTANCES SHOWN ON THIS EXHIBIT ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
- AREAS CALCULATED BY COORDINATE GEOMETRY.
- SUBJECT PARCEL PIN #55058716030000, 550589841670000 AND 551058050800000
- AT THE TIME OF THIS EXHIBIT THE SUBJECT PROPERTY LIES OUTSIDE THE CITY LIMITS OF HARRISBURG.
- ZONING: PER CABARRUS COUNTY COUNTY REGISTER OF DEEDS AS OF 08-09-2021:
TRACT #1, 2, AND 3 ZONED CR
- SUBJECT PARCEL REFERENCE: TRACT #1: DEED BK-14248, PG-0235
TRACT #2: DEED BK-586, PG-0208
TRACT #3: DEED BK-2070, PG-226

GPS STATEMENT:

THE ISAACS GROUP SURVEY DATUM FOR THIS PROJECT:
COORDINATE SYSTEM: US STATE PLANE 1983 (2011 HARN ADJUSTMENT)
ZONE: NORTH CAROLINA 3200
PROJECT DATUM: NAD 1983 (2011 HARN ADJUSTMENT)
VERTICAL DATUM: NAVD 88 GEOID MODEL = GEOID 12A (CONUS)
COORDINATE UNIT: US SURVEY FEET
PROJECT LOCALIZED (GRID TO GROUND): POINT #5002 (AKA #1003)
NORTHING: 545114.773' EASTING: 1346960.370' ELEVATION: 817.83'
USING A GROUND SCALE FACTOR OF 0.99983541953

NOTICE OF LEGAL ACTION:

THIS DRAWING AND/OR THE DESIGN SHOWN IS THE PROPERTY OF THE ISAACS GROUP, P.C.. THE REPRODUCTION, ALTERATION, COPYING OR OTHER USE OF THIS DRAWING WITHOUT THE ISAACS GROUP P.C.'S WRITTEN CONSENT IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.

LEGEND:

- R/W RIGHT OF WAY
- N/F NOW OR FORMERLY
- C&G CONCRETE CURB AND GUTTER
- EP EDGE OF PAVEMENT
- MONUMENTATION (AS NOTED)
- △ CALCULATED POINT
- NGS MONUMENT
- ⊙ CONTROLLED ACCESS

- CURRENT CITY LIMITS LINE
- AREA TO BE ANNEXED

GRID TIE:

NGS MONUMENT "101 JAS"
GROUND COORDINATES (NAD 83)
N: 553,994.414'
E: 1,511,253.356'
ELEV: 654.89' (NAVD 88)

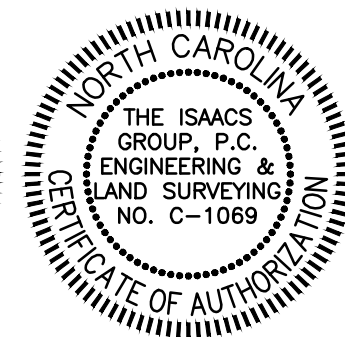
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	52.23'	N47°43'23"W
L2	62.06'	N26°33'42"E
L3	41.90'	N73°32'32"E
L4	34.63'	S73°00'44"W

I, STEPHEN S. DYER, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN (DEED BK-5074, PG-1146)); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE REGISTRATION NUMBER AND SEAL.

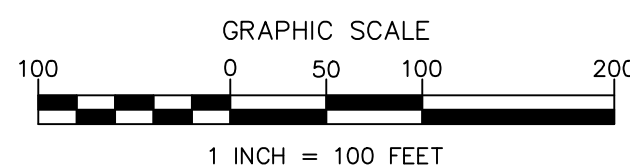
THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

PRELIMINARY - FOR REVIEW ONLY

STEPHEN S. DYER, PLS L-3509
N.C. FIRM LICENSE #C-1069



Know what's below.
Call before you dig.



ANNEXATION PLAT FOR
LANDS OF
JANICE G SMITH AND MIRIAM I WARD, ILEY MARTHA
FRANCES STRAWN TRUSTEE AND DAVID AND SANDRA BILBRO
HARRISBURG TOWNSHIP
CABARRUS COUNTY, NORTH CAROLINA
OWNER ADDRESSES: TRACT #1: 2823 PROVIDENCE ROAD UNIT 345 CHARLOTTE, NC 28217
TRACT #2: 10580 ROBINSON CHURCH ROAD HARRISBURG, NC 28075
TRACT #3: 10555 PEACH ORCHARD ROAD HARRISBURG, NC 28075
PREPARED FOR: DRG GROUP
227 WEST TRADE ST., SUITE 1610, CHARLOTTE, NC 28202

File #:
20207-ANNEX

Date:
8-5-2021

Project P.L.S.:
SSD

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND LAND SURVEYING

8720 RED OAK BLVD. SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

Surveyed By:
FDC

Drawn By:
FBL

Scale:
1"=100'

SHEET 1 OF 1



CERTIFICATE OF SUFFICIENCY

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 28th day of March, 2022.




Janet Rackley, Clerk



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

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on May 9, 2022.

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:

Land of
Janice G. Smith & Miriam I. Ward
Parcel #55059716030000

Commencing at an existing #4 rebar, a common corner of land now or formerly of David M. Bilbro and wife, Sandra (Deed Bk-2070, Pg-226) and Gayle M. Lee (Deed Bk-12183, Pg-161), said point being located S72°48'50"W 421.91' of an existing #4 rebar and N03°50'22"E 4117.87' of NGS Monument "101 JAS" having North Carolina ground coordinates N:553,994.414' and E:1,511,253.356' (CSF:0.999845394989); thence turning and running with said "Bilbro" and "Lee" lines N73°52'31"W 1,156.92' to an existing #4 rebar, a common corner of land now or formerly of Martha Frances Strawn Iley, Trustee (Deed Bk-14248, Pg-235, thence turning and running with said "Iley" property the following six (6) courses:

1. S30°27'48"W 237.08' to an existing #4 rebar;
2. S43°47'42"W 136.31' to an existing #4 rebar;
3. S87°27'31"W 244.06' to an existing #4 rebar;
4. S12°51'35"E 472.07' to a set #4 rebar in the northerly line of land now or formerly of Hawthorne at Homeowners Association, Inc. (Deed Bk-13439, Pg-242);
5. S72°49'57"W 1431.76' to an existing 1" pipe on the northeasterly margin of Peach Orchard Road
6. N47°43'23"W 52.23' to an existing #4 rebar, the **True Point and Place of Beginning**, said point being located N26°33'42"E 62.06' of an existing #5 rebar;

Thence S73°00'44"W 34.63' to a computed point in the center of Peach Orchard Road; thence turning and running with the center of Peach Orchard Road N47°56'01"W 103.42' to a computed point near the intersection of Peach Orchard Road and Robinson Church Road; Thence turning and running with Robinson Church Road the following two (2) courses:

1. With the arc of a non-tangent curve to the right, having a radius of 958.00', an arc length of 107.07' with a chord N10°28'02"E 107.01' to a computed point;
2. N13°42'04"E 557.72' to a computed point, a common corner of said "Iley" property;

Thence turning and running with the said "Iley" property S76°51'37"E 1,312.43' to an existing #4 rebar, passing a set #4 rebar at 30.00' and an existing #5 rebar at 458.07'; thence continuing with said "Iley" property S72°49'29"W 1,381.31' to the **Point and Place of Beginning**.

Contains 500,891 square feet or 11.499 acres.

Land of
Martha Frances Strawn Iley
Parcel #55059841670000

Commencing at an existing #4 rebar, a common corner of land now or formerly of David M. Bilbro and wife, Sandra (Deed Bk-2070, Pg-226) and Gayle M. Lee (Deed Bk-12183, Pg-161), said point being located S72°48'50"W 421.91' of an existing #4 rebar and N03°50'22"E 4117.87' of NGS Monument "101 JAS" having North Carolina ground coordinates N:553,994.414' and E:1,511,253.356' (CSF:0.999845394989); thence turning and running with said "Bilbro" and "Lee" lines N73°52'31"W 1,156.92' to an existing #4 rebar, a common corner of land now or formerly of Martha Frances Strawn Iley, Trustee (Deed Bk-14248, Pg-235, thence turning and running with said "Iley" property the following six (6) courses:

7. S30°27'48"W 237.08' to an existing #4 rebar;
8. S43°47'42"W 136.31' to an existing #4 rebar;
9. S87°27'31"W 244.06' to an existing #4 rebar;
10. S12°51'35"E 472.07' to a set #4 rebar in the northerly line of land now or formerly of Hawthorne at Homeowners Association, Inc. (Deed Bk-13439, Pg-242);
11. S72°49'57"W 1431.76' to an existing 1" pipe on the northeasterly margin of Peach Orchard Road
12. N47°43'23"W 52.23' to an existing #4 rebar, the **True Point and Place of Beginning**;

Thence a common corner of lands now or formerly of Mildred I. Green (Deed Bk-566, Pg-208), said point being located N26°33'42"E 62.06' of an existing #5 rebar; thence turning and running with said "Green" property the following two (2) courses:

3. N72°49'29"E 1,381.31' to an existing #4 rebar;
4. N76°51'37"W 1,312.43' to a computed point near the center of Robinson Church Road, passing an existing #5 rebar at 854.36' and a set #4 rebar on the southeasterly margin of said Robinson Church Road at 1,282.43';

Thence turning and running with the center of Robinson Church Road N13°57'55"E 914.99' to a computed point; thence turning and running S73°52'31"E 1,558.75' to the Point and Place of Beginning, passing the following six (6) monuments;

1. An existing #5 rebar at 29.78', a common corner of lands now or formerly of L. Brian Morris (Deed Bk-576, Pg-3), said point being located S13°57'17"W 471.16' of an existing 1" pipe;
2. An existing #3 rebar, 0.13' right of line, at 216.04';
3. An existing #4 rebar, 0.16' right of line, at 287.51';
4. An existing 0.5" pipe, 0.46' right of line, at 473.58';
5. An existing 1" pipe at 874.42', a common corner of said "Morris" property and other "Morris" property (Deed Bk-12183, Pg-166), said point being located S16°05'56"W 469.75' of an existing 1" pipe;
6. An existing 1" pipe, 0.13' right of line, at 1,400.35';

Contains 1,277,849 square feet or 29.335 acres.

Land of
David M. Bilbro and Wife, Sandra W. Bilbro
Parcel #55150850850000

Beginning at an existing #4 rebar, a common corner of land now or formerly of Gayle M. Lee (Deed Bk-12183, Pg-161) and Hawthorne at Harrisburg Homeowners Association (Deed Bk-13439, Pg-242), said point being located S72°48'50"W 421.91' of an existing #4 rebar and N03°50'22"E 4117.87' of NGS Monument "101 JAS" having North Carolina ground coordinates N:553,994.414' and E:1,511,253.356' (CSF:0.999845394989); thence turning and running with said "Hawthorne" property S72° 49'57"W 1,532.98' to a set #4 rebar, a common corner with lands now or formerly of Martha Frances Strawn Iley, Trustee (Deed Bk-14248, Pg-235); thence turning and running with said "Iley" property the following four (4) courses:

13. N12°51'35"W 472.07' to an existing #4 rebar, passing an existing #4 rebar at 0.22'
14. N87°27'31"E 244.06' to an existing #4 rebar;
15. N43°47'42"E 136.31' to an existing #4 rebar;
16. N30°27'48"E 237.08' to an existing #4 rebar in the southerly line of Leslie Brian Morris (Deed Bk-12183, Pg-166)

Thence, turning and running with said "Morris" property S73°52'31"E 1,156.92' to the **Point and Place of Beginning**, passing the following two (2) monuments along said line:

1. An existing angle iron, 0.14' right of line, at 300.28'
2. An existing #4 rebar, 0.18' right of line, at 304.47', said point being a common corner of said "Morris" and "Lee" properties.

Contains 569,229 square feet or 13.068 acres.

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.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of the Wastewater Service Agreement with WSACC

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

If approved, to execute the Wastewater Service Agreement with WSACC

Description/Background:

This agreement serves as the basis for the security for the repayment of the upcoming revenue bond sale. This agreement outlines the responsibilities of the member jurisdictions, including the Town of Harrisburg, and WSACC. The agreement states that Harrisburg agrees to pay their monthly charges, not build their own wastewater treatment facilities, and not send their sewer to another entity to be treated. In exchange, WSACC will continue to operate and maintain the existing wastewater disposal facilities as well as provide reliable treatment and continue to execute WSACC's Capital Improvement Program, which includes the expansion of the existing Rocky River Regional Wastewater Treatment Plant.

This contract was drafted in coordination with each of the member jurisdictions' attorneys and was reviewed and approved by Harrisburg's attorney.

Recommendation:

Staff recommends execution of the attached agreement with WSACC.

Fiscal Impact:

There is no direct fiscal impact to executing the interlocal agreement. The Town will continue to be responsible for paying WSACC monthly charges, collecting service charges from our residents and maintaining our sewer system such that our wastewater flows are delivered to the WSACC treatment plant. WSACC will continue to have the option to increase their rates and fees.

Attachments:

1. Sewer Service Agreement - WSACC and 5 members 2022 - rev. to v4

WASTEWATER SERVICE AGREEMENT

This Wastewater Service Agreement (this “Agreement”), made and entered into as of the later of the dates of execution hereof by and among the Water and Sewer Authority of Cabarrus County, a public body politic and corporate of the State of North Carolina (“WSACC”), the City of Concord, North Carolina, a municipal corporation (“Concord”), the City of Kannapolis, North Carolina, a municipal corporation (“Kannapolis”), the Town of Harrisburg, North Carolina, a municipal corporation (“Harrisburg”), the Town of Mt. Pleasant, North Carolina, a municipal corporation (“Mt. Pleasant”), and the County of Cabarrus, North Carolina, a political subdivision (“Cabarrus County”) provides that;

WHEREAS, WSACC was organized under the provisions of the North Carolina Water and Sewer Authorities Act, being Article 1 of Chapter 162A of the General Statutes of North Carolina, as amended (the “Act”), by the governing bodies of Concord, Kannapolis, Harrisburg, Mt. Pleasant and Cabarrus County (collectively the “Member Jurisdictions”) for the purpose of acquiring, constructing, operating and maintaining certain water and sewer system facilities;

WHEREAS, WSACC is governed by a Board of Directors comprised of representatives from the governing bodies of each of the Member Jurisdictions, which are its organizing jurisdictions;

WHEREAS, WSACC is the primary planning agent for water and sewer facilities, provides wholesale wastewater transportation and treatment for the Member Jurisdictions, and provides reservoir management for some, or all, of the Member Jurisdictions and plans for the provision of wholesale water and may, when tasked by the Member Jurisdictions, provide retail water and sewer service;

WHEREAS, in furtherance of such purpose, among other things, WSACC currently owns, operates and maintains the Rocky River Regional Wastewater Treatment Plant and certain related property (the “RRRWWTP”), and the Muddy Creek Wastewater Treatment Plant and certain related property (the “MCWWTP”), owns and maintains 148 miles of interceptor sewer lines and five (5) wastewater pump stations that provide services for the Member Jurisdictions (the “Existing Wastewater Disposal Facilities”);

WHEREAS, it appears that it will be necessary for WSACC to expand or improve its facilities to provide additional capacity to the Member Jurisdictions and to issue revenue bonds to finance a portion of the cost thereof; and

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the “Interlocal Act”), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, the parties hereto desire to enter into this Agreement in accordance with the Interlocal Act to establish certain terms and conditions with respect to the operation and maintenance of the Existing Wastewater Disposal Facilities, the expansion or improvement thereof and the provision of other improvements, the financing thereof and certain other matters;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

Certain Responsibilities of WSACC

Section 1.1 Operation and Maintenance of Sewer Facilities. WSACC shall operate and maintain the Existing Wastewater Disposal Facilities and any expansions or improvements thereof or other improvements for the collection, treatment or disposal of sewage which it owns or leases (collectively the “Sewer Facilities”) so as to provide reliable treatment of sewage delivered to it pursuant to this Agreement and by any other Member Jurisdiction or other person, as defined in Section 162A-2(6) of the Act, with whom WSACC enters into an agreement for the treatment of sewage by WSACC.

WSACC shall accept sewage for treatment from each Member Jurisdiction and person with whom it has agreed to do so at such points of delivery on the Sewer Facilities as shall be agreed to by WSACC and such Member Jurisdiction or other person. WSACC shall operate and maintain the Sewer Facilities as a part of its water and sewer system in an efficient and economical manner, making necessary or appropriate repairs, replacements, expansions and improvements, consistent with principles of sound financial and operational management, and otherwise as hereinafter provided. Such principles are currently described in Financial Goals & Guidelines adopted by WSACC on May 19, 2016, and are subject to amendment by WSACC.

In connection with repairing, replacing, expanding and improving the Sewer Facilities, WSACC shall maintain a long-term capital improvement program, which it shall periodically update and may otherwise amend. Such capital improvement program is currently described in Capital Improvement Program FY 21-22 and Five Planning Years, adopted by WSACC on April 15, 2021.

WSACC shall operate and maintain the Sewer Facilities in accordance with the provisions of the Sewer Use Ordinance for the Rocky River Regional Wastewater Treatment Plant adopted by WSACC on August 18, 1994, as it may be amended from time to time by WSACC to be consistent with applicable laws and regulations of the State of North Carolina (the “State”) and the United States of America and agencies thereof (the “Sewer Use Ordinance”).

WSACC shall also observe the provisions of each Pretreatment Agreement entered into by it and a Member Jurisdiction or other person pursuant to the Clean Water Act of 1977 and 40 CFR Section 403 of the Federal Regulations (collectively the “Pretreatment Agreements”) in operating and maintaining the Sewer Facilities.

In addition, WSACC shall observe the applicable provisions of the general trust indenture and series indenture under which WSACC will issue and secure its water and sewer system revenue bonds and notes (collectively the “Bond Indenture”) in operating and maintaining the Sewer Facilities and WSACC’s other facilities.

Section 1.2 Compliance with Applicable Law. WSACC shall comply with all National Pollutant Discharge Elimination System permit limits and conditions as well as all local, State or federal laws and regulations which are applicable to the operation, maintenance or use by it of the Sewer Facilities.

WSACC and the Member Jurisdictions each recognize that the services provided by WSACC under this Agreement are subject to governmental regulations and local, State and federal laws that change from time-to-time. This Agreement shall be read and interpreted in all cases to permit WSACC and the Member Jurisdictions to comply with applicable laws and regulations and the parties hereto agree to amend this Agreement if necessary to comply with such applicable laws and regulations.

Section 1.3 Revenues and Expenses. WSACC shall bill and collect revenues for sewage services, including sewage transportation and treatment services, provided by it to any Member Jurisdiction and other persons, including non-domestic surcharge customers. WSACC shall be responsible for paying all expenses incurred in connection with the operation and maintenance of the Sewer Facilities, except as may be otherwise provided herein or in any related agreement.

WSACC shall bill for its sewage services on the basis of rates, fees and charges established pursuant to Article III hereof and applicable provisions of the Sewer Use Ordinance, the Pretreatment Agreements and the Bond Indenture. In connection therewith, WSACC shall provide meters to determine and record on a continuing basis the quantities of sewage delivered by any Member Jurisdiction or other person. Meters will be calibrated by WSACC or its contractor for accuracy not less than quarterly. At the request of any Member Jurisdiction, WSACC shall test any meter for accuracy at any time; provided, however, that should such meter prove to be accurate within a range of plus or minus five percent (5%), the cost of the meter test shall be borne by the requesting Member Jurisdiction. In the event any meter shall fail to record correctly the flow of sewage for any period of time, WSACC shall estimate the amount of flow on the basis of prior experience or other reliable information.

WSACC shall collect revenues for its sewage services in accordance with its collection policies, which WSACC may amend from time to time in its discretion, and applicable provisions of the Sewer Use Ordinance, the Pretreatment Agreements and the Bond Indenture. The current collection policy of WSACC applicable to the Member Jurisdictions is described in WSACC’s current annual budget.

Section 1.4 Acceptance of Wastewater. WSACC recognizes that a Member Jurisdiction must obtain approval from the North Carolina Department of Environmental Quality (“NCDEQ”) of any proposed construction of new sewer lines, public or private, and that such approval can be granted only if WSACC can accept and treat the volume of sewage projected to be delivered through such lines. WSACC will adopt a policy in compliance with NCDEQ requirements as to accepting such sewage for treatment and provide a response to a Member Jurisdiction requesting

WSACC to treat such sewage in accordance with WSACC's Sewer Allocation and Commitment Policy, as it may be amended from time to time. WSACC will not accept sewage for treatment from any proposed sewer line unless the Sewer Facilities have sufficient capacity to treat such sewage.

Except as provided below, WSACC may enter into additional agreements to treat sewage as WSACC determines to be necessary or appropriate. Persons receiving service pursuant to such agreements will be billed for such service on an equitable basis as WSACC may determine, taking into account all users, and on the same basis as similar users, to the extent practicable.

Subject to the provisions of the Bond Indenture, WSACC shall seek to operate, maintain and develop such sewage disposal facilities as may be required under applicable law to meet the reasonable needs of each Member Jurisdiction or other person with whom it has agreed to treat sewage. WSACC will not intentionally impede the residential, commercial or industrial growth or development of any Member Jurisdiction by arbitrary or capricious discrimination against it in any expansion of its sewer system and, in the event that making sewage disposal facilities available to treat sewage from an area proposed to be annexed by a Member Jurisdiction is required by law as a condition to such annexation, WSACC will use its best efforts in good faith to provide such facilities or to assist such Member Jurisdiction to provide such facilities. In connection therewith, WSACC may agree to be responsible for such portion of the design, acquisition or construction of such facilities or other related work, the related costs, any related financing and such other matters as WSACC may determine to be appropriate. WSACC, however, reserves the right to limit the quantity of sewage accepted by it from any Member Jurisdiction or other person if such sewage, together with all other sewage accepted by WSACC, would, in the sole determination of WSACC, unreasonably burden the efficient operation of the Sewer Facilities. In all cases the provisions of this paragraph are subject to the Capacity Agreement, as defined in Section 4.12, and any similar agreement to be entered into by WSACC and the Member Jurisdictions.

WSACC will repair, replace, expand and improve the Sewer Facilities in accordance with its capital improvement program

Section 1.5 Charlotte Water. The Member Jurisdictions expressly acknowledge that WSACC has contractual capacity allocation obligations to Charlotte Water as set forth in that certain Water and Sewer Agreement between WSACC and Charlotte Water dated June 13, 1996, as amended, and that such obligations may affect the available capacity of the Sewer Facilities.

ARTICLE II

Certain Responsibilities of Member Jurisdictions

Section 2.1 Delivery of Wastewater. Except as provided below, each Member Jurisdiction shall deliver to WSACC all sewage collected by it through its sewer system and shall not provide for the disposal of sewage collected by it in any other manner. Each Member Jurisdiction shall be responsible for the acquisition, construction, operation, maintenance and financing of all sewers and other facilities for the collection and delivery of sewage to WSACC, except to the extent that WSACC expressly agrees to share such functions or their costs.

Each Member Jurisdiction will also notify WSACC in writing and, upon request, confer with representatives of WSACC before agreeing to accept the sewage of any other Member Jurisdiction or other public entity which additional sewage would have to be treated by WSACC.

If a Member Jurisdiction is advised by WSACC that WSACC is unable to accept additional sewage because of insufficient capacity of the Sewer Facilities, then such Member Jurisdiction shall not agree to accept or commit additional sewage until (a) such capacity is sufficiently increased by WSACC, (b) adequate alternative sewage disposal arrangements are made by WSACC, (c) the Member Jurisdiction is advised by WSACC that the Member Jurisdiction nevertheless may deliver additional sewage to WSACC or (d) the Member Jurisdiction provides for alternative sewage disposal arrangements as hereinafter provided and such arrangements are in effect.

Each Member Jurisdiction agrees that it will not acquire, construct, use or otherwise provide for any sewage disposal facilities other than those of WSACC except to the extent that:

(a) WSACC cannot meet or otherwise provide for the sewage disposal needs of the Member Jurisdiction, except for any temporary interruption of service, in which case the Member Jurisdiction may acquire, construct, use or otherwise provide for any sewage disposal facilities other than those of WSACC to the extent necessary to dispose of sewage collected by it which WSACC cannot dispose of or make other provision for, and the Member Jurisdiction shall otherwise continue to deliver sewage collected by it to WSACC as provided in this Agreement; or

(b) WSACC agrees to such alternative sewage disposal arrangement; or

(c) the Member Jurisdiction acquires, constructs or operates any sewage collection system in a drainage basin outside Cabarrus County which is not directly or indirectly tributary to the Rocky River and the Member Jurisdiction determines in good faith that it would not be cost-effective to deliver the related sewage to the Sewer Facilities of WSACC; or

(d) the Member Jurisdiction acquires or operates any existing sewage treatment facilities in circumstances where the Member Jurisdiction determines in good faith that it would not be cost-effective to provide sewers and other facilities to deliver the related sewage to the Sewer Facilities of WSACC or to the Member Jurisdiction's sewer system for treatment by WSACC and to close such sewage treatment facilities, in which case the Member Jurisdiction may own or operate such sewage treatment facilities until such time as it becomes cost-effective for the Member Jurisdiction to connect the part of its sewage collection system served by such sewage treatment facilities to the Sewer Facilities of WSACC or to the Member Jurisdiction's sewer system for treatment by WSACC and to close such sewage treatment facilities, provided that the National Pollutant Discharge Elimination System permit required in connection with the ownership or operation of such sewage treatment facilities shall be in the name of the Member Jurisdiction during the period of their ownership or operation by the Member Jurisdiction and that it will notify WSACC in writing of its intent to obtain such permit at least sixty (60) days in advance of submitting its application for such permit.

Section 2.2 Payment for Services. Each Member Jurisdiction shall pay promptly, when due, all rates, fees and charges of WSACC which are established pursuant to Article III hereof and

N.C. Gen. Stat. § 162A-200, *et seq.*, without limitation, and billed to it from time to time; provided, however, that such rates, fees and charges shall be payable solely from revenues received by each such Member Jurisdiction from the rates, fees and charges paid by the users of its water and/or sewer system and available to it for such purpose, including availability fees, connection fees or any other fees, and other system revenues or, if such sources are not sufficient therefor, any other moneys except moneys derived from any exercise of its taxing power.

Each Member Jurisdiction shall establish, bill and collect from the users of its water and/or sewer system such rates, fees and charges as are expected to be sufficient to enable it to make the payments to WSACC required under this Section. WSACC will notify each Member Jurisdiction by May 1 of each year and upon its request as to the estimated amounts necessary for such payments.

In the event that a Member Jurisdiction fails to pay any amount payable to WSACC under this Section within thirty (30) days after it is due, such Member Jurisdiction shall also pay to WSACC interest on such unpaid amount, which interest shall accrue at the rate then charged with respect to overdue taxes due to the State of North Carolina pursuant to Section 105-241.21 of the General Statutes of North Carolina, as amended, until such unpaid amount and the interest thereon have been paid in full.

Each Member Jurisdiction agrees that its obligations under this Section shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms hereof and without abatement or reduction, whether by offset or otherwise. Payment of all rates, fees and charges billed to it by WSACC shall be due notwithstanding any dispute as to the accuracy thereof or any temporary interruption of service in accordance with this Agreement.

WSACC will, by a lump sum payment within forty-five (45) days of determination, refund any rates, fees or charges or parts thereof that WSACC or a court of competent jurisdiction by final judgment determines were inaccurate or otherwise not entitled to be collected from a Member Jurisdiction. Rather than making a refund by a lump sum payment, WSACC and the Member Jurisdiction may agree that WSACC may make such refund in successive monthly installments over such period as they determine to be appropriate, not exceeding twenty-four (24) months from the last date a lump sum refund would have been due, together with interest on the unpaid amount thereof as they determine to be appropriate.

Section 2.3 Continuing Disclosure Obligations. In connection with the issuance by WSACC of bonds and notes to expand or improve its facilities to provide additional capacity to the Member Jurisdictions WSACC will provide certain information about the Member Jurisdictions and their utilities systems as part of disclosure for the issuance of those bonds and notes. In addition WSACC may be required to enter into a continuing disclosure undertaking to provide notice of certain material event and annual information about the Member Jurisdictions and their utilities systems. Each Member Jurisdiction agrees to provide such information as WSACC determines necessary to fulfill its obligations to provide material disclosure for the issuance of the bonds and notes and its continuing disclosure undertakings related to outstanding bonds and notes.

ARTICLE III

Rates, Fees and Charges

WSACC will establish rates, fees and charges for the use of and for the services provided or to be provided by it through the Sewer Facilities so that the revenues received by WSACC therefrom, together with any other available revenues or funds of its water and sewer system, will be sufficient at all times to pay the cost of operating, maintaining, repairing, replacing, expanding and improving the Sewer Facilities, to pay debt service on revenue notes or bonds of WSACC or debt service on other indebtedness incurred or assumed by WSACC in connection with the ownership or operation of the Sewer Facilities, and to provide reserves for such purposes, all as WSACC may determine to be necessary or appropriate. Such rates, fees, and charges will be in effect for each fiscal year in accordance with the annual budget ordinance adopted by the WSACC Board of Directors.

Such rates, fees and charges shall be subject to increase, decrease and revision in accordance with and pursuant to the Bond Indenture from time to time and without limitation to the extent that any such increase, decrease or revision shall be required in order to comply with the covenants of WSACC contained in the Bond Indenture with respect to the generation of revenues or receipts of WSACC and the rates, fees and charges to be levied by WSACC in order to comply with such covenants and further to the extent that such increase, decrease or revision shall be deemed necessary or appropriate by WSACC. In particular, such rates, fees and charges may be increased or revised by WSACC in accordance with the Bond Indenture to offset any decrease in the revenues or receipts of WSACC resulting from any failure by any Member Jurisdiction or other person to pay for its use of or for the services provided or to be provided to it through the Sewer Facilities. Notice of any proposed increase, decrease or revision of rates, fees or charges shall be provided to each Member Jurisdiction in writing not less than sixty (60) days prior to the proposed effective date of such increase, decrease or revision, unless such lesser time period is necessary to comply with the Bond Indenture.

ARTICLE IV

Other Provisions

Section 4.1 Books and Records. WSACC shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by a Member Jurisdiction through its duly authorized agents. WSACC shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each Member Jurisdiction.

Section 4.2 Remedies and Limitations. The parties hereto shall execute all instruments and take all such actions as are required and appropriate to effectuate this Agreement and the express intention or purpose hereof. If either party should breach this Agreement, then the other party may, at its election or discretion, enforce its rights in a civil action for specific performance or damages. Cancellation, termination or rescission of this Agreement shall not be a remedy for the parties hereunder. If any party should elect to waive any right or claim arising under this

Agreement, such waiver shall not be deemed a waiver of any other right or claim provided for herein.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C.G.S. § 7A-38.1(c) except as specifically provided otherwise herein. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cabarrus County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Section 4.3 Governing Law and Venue. This Agreement is entered into and is to be performed in the State of North Carolina. This Agreement and the legal relations between the parties hereto shall be governed by, and construed in accordance with, North Carolina law, without reference to the conflict of laws principles thereof. The Parties further agree that the sole and exclusive venue of any action arising out of this Agreement shall be the state courts located in Cabarrus County, North Carolina.

Section 4.4 Binding Obligation. The parties represent and warrant that they have taken all actions and obtained all authorizations, consents and approvals as are a condition precedent to their authority to execute this Agreement and that this Agreement constitutes a valid and binding obligation on their parts. Furthermore, in the event that for any reason the conditions precedent to a party's authority to execute this Agreement have not been accomplished in accordance with statutory requirements or other requirements, then the parties agree that they will undertake whatever actions are necessary to fulfill the conditions precedent so that this Agreement will be binding on both parties.

Section 4.5 Amendment or Supplement of Agreement. This Agreement may be amended or supplemented only by an agreement in writing executed in the same manner as this Agreement and approved by a vote of the majority of the members of each of the respective governing bodies of the Member Jurisdictions and WSACC. Subject to the provisions of the Bond Indenture, this Agreement may be amended or supplemented to provide for, among other matters, the transfer by a Member Jurisdiction to WSACC of additional responsibilities with respect to sewage or water services provided by a Member Jurisdiction and the undertaking of such responsibilities by WSACC as a part of its water and sewer system, which transfer may include a transfer of ownership of the related facilities.

Section 4.6 Costs. Each party will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, and the consummation of the transactions contemplated hereby.

Section 4.7 Additional Agreements. The Bond Indenture will authorize the issuance of water and sewer system revenue notes and bonds of WSACC secured by the revenues of a combined water and sewer system of WSACC of which the Sewer Facilities are a part. Accordingly, any additional agreement to be entered into by WSACC and any Member Jurisdiction or other person for sewage service or water service to be provided to it by WSACC

through such system or some other use by it of such system shall also be subject to the applicable provisions of the Bond Indenture. Nothing herein will limit the ability of WSACC to amend the Bond Indenture at any time.

Section 4.8 Term of Agreement. This Agreement shall be in full force and effect from the later of the dates of execution hereof until June 30, 2057 and may be extended by agreement of the parties hereto.

Section 4.9 Limitation on Indebtedness. WSACC shall not incur or assume any indebtedness in connection with the ownership or operation of the Sewer Facilities the final maturity or installment of the principal of which is due after the term of this Agreement, including any extension hereof, or the term of any agreement approved by the parties hereto which replaces this Agreement.

Section 4.10 Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Agreement delivered by facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of a manual signed copy of this Agreement. This Agreement and related documents may be sent and stored by electronic means.

Section 4.11 Force Majeure. It shall not be considered a breach of this agreement and neither WSACC nor any Member Jurisdiction shall be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A “force majeure” is defined as any event arising from causes beyond the reasonable control of the WSACC or any Member Jurisdiction, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of WSACC or the Member Jurisdiction, including, without limitation, exhaustion of WSACC’s wastewater treatment capacity. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

Section 4.12 Supercedes prior Sewage Agreements. In 2000 and 2001, WSACC and each Member Jurisdiction entered into a Sewage Service Agreement (collectively, the “Sewage Service Agreements”) for the purposes of, without limitation, establishing certain terms and conditions regarding bulk wastewater transmission and treatment services provided by WSACC. This Agreement is intended to replace and supercede the prior Sewage Service Agreements.

Section 4.13 Interlocal Wastewater Capacity Agreement Controlling. WSACC and the Member Jurisdictions have entered into an Interlocal Wastewater Capacity Agreement dated [Date], 2021 (as may be amended from time to time, the “Capacity Agreement”). The parties hereto agree that nothing in this Agreement shall be deemed to modify, amend, or supplement the Capacity Agreement. To the extent the terms of the Capacity Agreement contradict or are inconsistent with a term of this Agreement, the terms and the intent of the Capacity Agreement will be deemed controlling.

Section 4.14 Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.

Section 4.15 Transfer or Assignment. If any Member Jurisdiction wishes to assign or sell its rights or obligations under this Agreement, it must first obtain prior written approval from WSACC. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 4.16 Parties to Act Reasonably. Whenever this Agreement provides any right to or imposes any obligation upon a party, such party shall exercise such right or discharge such obligation in a reasonable manner, unless otherwise expressly provided herein.

Section 4.17 Time is of the Essence. Time is of the essence in this Interlocal Agreement.

Section 4.18 Notices. Notices may be given under this Agreement by U.S. Mail, overnight delivery, in-person delivery, electronically or by such other method as the parties may agree. Notices given under this Agreement to the Member Jurisdictions will be given to the Town Manager, City Manager or County Manager and Town Attorney, City Attorney or County Attorney, as applicable, and will be given to WSACC to its Executive Director and WSACC's attorney of record.

IN WITNESS WHEREOF, the Chair of the Board of Directors of WSACC, the Chair of the Board of Commissioners of Cabarrus County, the Mayor of Concord, the Mayor of Kannapolis, the Mayor of Harrisburg and the Mayor of Mt. Pleasant have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the respective Clerks have affixed the respective seals to this Interlocal Agreement.

**WATER AND SEWER AUTHORITY OF CABARRUS
COUNTY**

[SEAL]

By: _____
Chair

Attest:

Secretary

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

**Finance Officer
Water and Sewer Authority of Cabarrus County**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

COUNTY OF CABARRUS, NORTH CAROLINA

[SEAL]

By: _____
Chair

Attest:

Clerk to the Board of County Commissioners

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

**Finance Officer
County of Cabarrus, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

CITY OF CONCORD, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

City Clerk

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

**Finance Officer
City of Concord, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

CITY OF KANNAPOLIS, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

City Clerk

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

**Finance Officer
City of Kannapolis, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

TOWN OF HARRISBURG, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

Town Clerk

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

**Finance Officer
Town of Harrisburg, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

TOWN OF MT. PLEASANT, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

Town Clerk

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

**Finance Officer
Town of Mt. Pleasant, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]



TOWN OF HARRISBURG

Agenda Item Details

Title:

H2021-13-R - Consider a conditional rezoning and annexation request to add a portion of parcel to modify the previously approved Farmington PUD.

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the annexation and conditional rezoning request from Cabarrus County OI (Office/Institutional) to Town of Harrisburg PUD (Planned Unit Development) , as requested by the applicant for the related property in application H2021-13 (R).

If denied, the following motion is suggested:

To deny the annexation and conditional rezoning request from Cabarrus County OI (Office/Institutional) to Town of Harrisburg PUD (Planned Unit Development) , as requested by the applicant for the related property in application H2021-13 (R).

Description/Background:

MVP Properties, on behalf of the property owners of parcel 5506-13-9416 has submitted a request to rezone a portion of this parcel, approximately 1.557 acres of land located along the edge of Farmington PUD off Farmington Ridge Pkwy. The applicant proposes to rezone/annex and develop the parcel as part of the established Planned Unit Development (PUD) for Farmington. To achieve this, the applicant is requesting that the property be rezoned from Cabarrus County OI (Office/Institutional) to Town of Harrisburg PUD (Planned Unit Development). It is part of the land swap associated with another Rezoning H2021-14-R that will take away a portion of the original PUD.

The property in question is in the County and requires annexation. The Planning and Zoning Board reviewed and recommended approval of the request at their February 15, 2022 meeting. The Town Council held a public hearing at the March meeting. Final consideration will be made at the April 11, 2022 Council meeting.

A staff report is attached 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 Construction Document (CDs) reviews. Staff is recommending approval of the annexation and rezoning request with conditions included in the staff report.

Recommendation:

The rezoning and proposed Site Plan Amendment is consistent with the Harrisburg Area Land Use Plan and the intent of the originally approved PUD H 2019-02-R. Planning and Zoning Department staff supports approval of the rezoning request. The Planning and Zoning Board reviewed and recommended approval of the request at their February 15, 2022 meeting.

Fiscal Impact:

None.

Attachments:

1. H2021-13-R Application
2. H2021-13-R Rezoning Plan PUD Amendment
3. H2021-13-R Site Map
4. H2021-13-R Site Survey
5. H2021-13-R Staff Report TC
6. H2021-13-R Neighborhood Mtg
7. Certificate of Sufficiency
8. Farmington_Annexation Map
9. Farmington Annexation Application
10. Resolution Fixing Date of Public Hearing
11. Annexation Ordinance 7021



Subject Property Information

1. Street Address: 9360 Stafford Rd, Harrisburg NC 28075
2. PIN (10 Digit #) A Portion of 5506-13-9416
3. Deed Reference Book 5439 Page 189
4. Township # 1

Description of Subject Property

5. Size (square feet or acreage) 1.557 ac
6. Street Frontage (feet)
7. Current Land Use Vacant
8. Surrounding Land Use and Zoning Classification

North: Zoning <u>OI</u>	Land Use <u>Vacant</u>
South: Zoning <u>PUD</u>	Land Use <u>Vacant</u>
East: Zoning <u>OI</u>	Land Use <u>Vacant</u>
West: Zoning <u>PUD</u>	Land Use <u>Vacant</u>
9. Request to Change Zoning From OI to PUD
10. Is this a request for a Conditional Rezoning? YES NO

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

11. Purpose for Request: The purpose of the rezoning is to modify the rezoning boundary for the adjacent PUD.



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 Eugene W. Cochrane and Susan B.
Address 3533 Winslow Green Drive Charlotte,
Phone _____
Fax _____
Email: _____
Signature _____

13. Agent (if any) Bridget Grant
Address 100 N. Tryon Suite 4700 Charlotte NC 28202
Phone 704-331-2739
Fax _____
Email bridgetgrant@mvalaw.com
Signature Bridget Grant

14. Applicant (if any) MPV: Attn Jim Merrifield
Address 2400 South Blvd Suite 300 Charlotte NC 28203
Phone _____
Fax _____
Email jmerrifield@mpvre.com
Signature James E. Merrifield

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.

PARCEL A
-ACREAGE: +/- 1.557 ACRES
-PIN #: 5506-13-9416
-EXISTING ZONING: O-1 (CABARRUS COUNTY)
 -PROPOSED ZONING: PUD
-EXISTING USES: VACANT/FORMER FARMLAND
-PROPOSED USES: USES PERMITTED BY RIGHT AND UNDER PRESCRIBED CONDITIONS TOGETHER WITH ACCESSORY USES, AS ALLOWED IN THE PUD ZONING DISTRICT
-CONDITIONS: THE SITE, CONSISTING OF A PORTION OF PARCEL 5506-13-9416, SHALL BE CONSIDERED A PART OF THE PREVIOUSLY APPROVED PETITION H-2019-02-(R). ALL ENTITLEMENTS, USES, STANDARDS AND OTHER REQUIREMENTS AND CONDITIONS AS SET FORTH ON PETITION H-2019-02-(R) SHALL APPLY TO THIS SITE. THIS REZONING MODIFIES THE OVERALL BOUNDARY OF PETITION H-2019-02-(R) WITHOUT INCREASING DEVELOPMENT LEVELS.



NOW OR FORMERLY EUGENE W. COCHRANE JR
& SUSAN COCHRANE BLOUNT
& ANNE COCHRANE YARBROUGH
DE 5445-193
PIN 5506-36-3420

NOW OR FORMERLY ROCKY RIVER ROAD ASSOCIATES LLC
DEED 8789-255
PIN 5506-13-4732
PB 85-101
TRACT 4

NOW OR FORMERLY ROCKY RIVER ROAD ASSOCIATES LLC
DEED 8789-255
PIN 5506-03-4724
PB 85-101
TRACT 3

NOW OR FORMERLY ROCKY RIVER ROAD ASSOCIATES LLC
DEED 8789-255
PIN 5506-13-2082
PB 85-101
TRACT 2

NOW OR FORMERLY ROCKY RIVER ROAD ASSOCIATES LLC
DEED 8789-255
PIN 5506-12-7903
PB 85-101
A PORTION OF TRACT 1

NOW OR FORMERLY EUGENE W. COCHRANE JR
& SUSAN COCHRANE BLOUNT
& ANNE COCHRANE YARBROUGH
DE 5445-193
A PORTION OF PIN 5506-13-9416

NOW OR FORMERLY EUGENE W. COCHRANE JR
& SUSAN COCHRANE BLOUNT
& ANNE COCHRANE YARBROUGH
DE 5445-193
A PORTION OF PIN 5506-12-7903
PB 85-101
A PORTION OF TRACT 1
50,133 SF
1.287 ACRES

NOW OR FORMERLY EUGENE W. COCHRANE JR
& SUSAN COCHRANE BLOUNT
& ANNE COCHRANE YARBROUGH
DE 5445-193
A PORTION OF PIN 5506-13-9416

NOW OR FORMERLY EUGENE W. COCHRANE JR
& SUSAN COCHRANE BLOUNT
& ANNE COCHRANE YARBROUGH
DE 5445-193
A PORTION OF PIN 5506-12-7903
PB 85-101
A PORTION OF TRACT 1
50,133 SF
1.287 ACRES

NOW OR FORMERLY BROOKDALE SHOPPING CENTER
DE 6308-91
PIN 5506-12-3552

NOW OR FORMERLY WACHOYA BANK
NATIONAL ASSOCIATION
DE 4455-561
PIN 5506-12-7920

NOW OR FORMERLY GATE NORTH CAROLINA LLC
DE 10440-9
PIN 5506-22-1543

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SCALE: 1" = 60'

A horizontal scale bar with a black and white alternating pattern. It is marked with the numbers 0, 30, 60, and 120, representing feet.

PETITION NUMBER
XXXX-XX-XX

SUBJECT

FARMINGTON

HARRISBURG, NORTH CAROLINA

ROCKY RIVER ROAD
ASSOCIATES, LLC

PETITION NUMBER:
XXXX-XX-XX

DESIGN PROJ# 1016184

REVISION / ISSUANCE

[illegible]

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

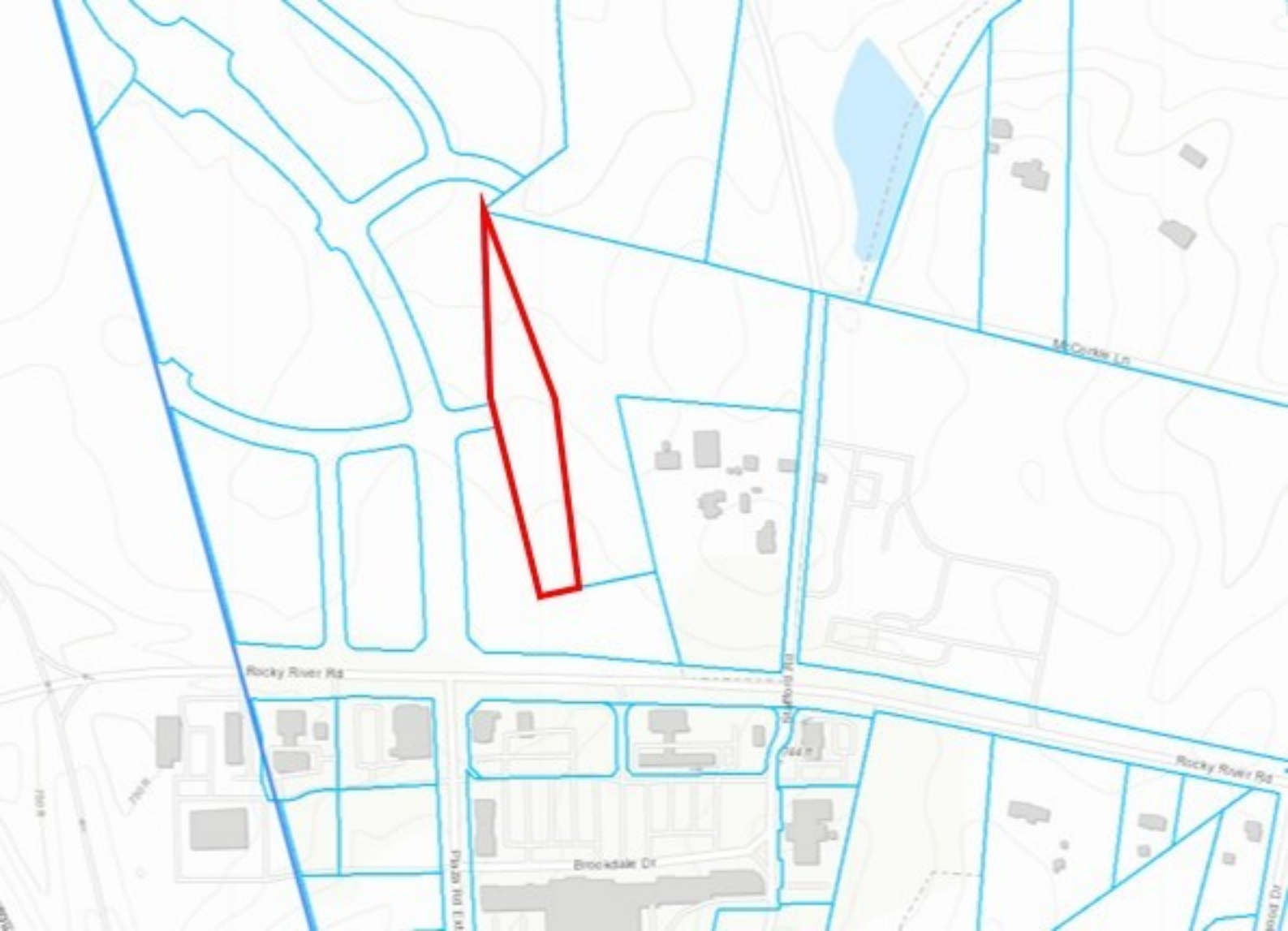
VERT: N/A
HORZ: N/A

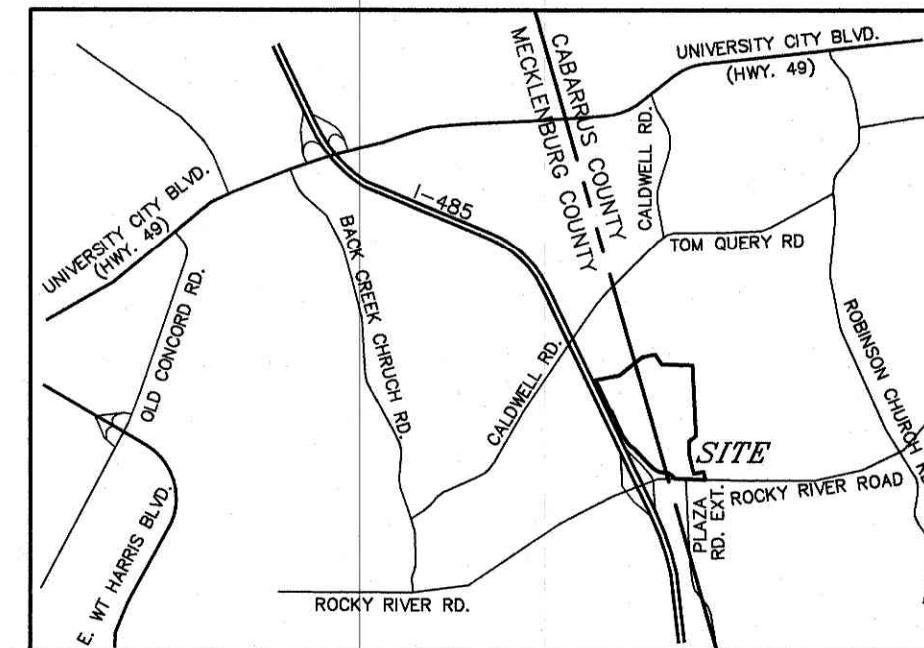
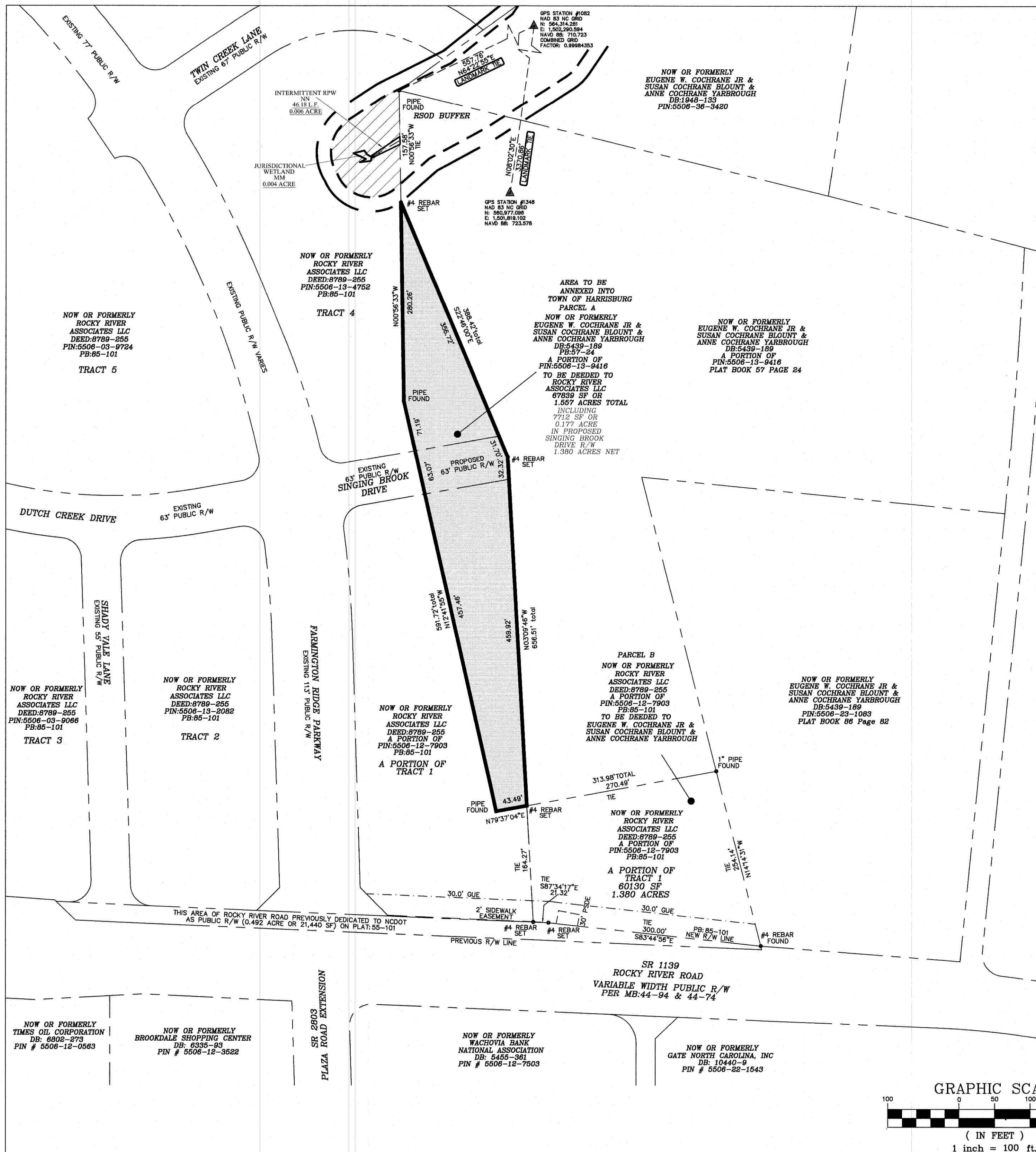
ORIGINAL SHEET SIZE: 30" X 42"

CONDITIONAL PLAN

ET NUMBER

RZ-1





LEGEND
GUE - GENERAL UTILITY EASEMENT
MB - MAP BOOK
PSDE - PUBLIC DRAINAGE EASEMENT -
(MAINTAINED BY PROPERTY OWNER OR PROPERTY ASSOCIATION)
R/W - RIGHT-OF-WAY
SF - SQUARE FEET
Y&H - YARBROUGH-WILLIAMS AND HOULE

NOTES

BOUNDARY INFORMATION PREPARED BY YARBROUGH-WILLIAMS & HOULE.
THIS PROPERTY IS NOT LOCATED WITHIN 2000' OF AN NCGS CONTROL MONUMENT.
A 2' SIDEWALK EASEMENT WILL BE IN PLACE WHERE SIDEWALK ABUTS RIGHT-OF-WAY.
CONTRACTOR SHALL FOLLOW ALL LOCAL, STATE, AND FEDERAL REGULATIONS IN DISPOSING OF DEMOLISHED MATERIALS REMOVED FROM THIS SITE.
THESE PROPERTIES ARE NOT LOCATED WITHIN FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 3710550600K, DATED NOVEMBER 16 2018.

"I STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 5439, PAGE 189; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK 8789, PAGE 255; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS IN EXCESS OF 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 1 DAY OF FEBRUARY, 2022.

PROFESSIONAL LAND SURVEYOR

THIS PLAT REPRESENTS ONE AREA ANNEXED TO THE TOWN OF HARRISBURG, NORTH CAROLINA PURSUANT TO NCGS 160A-58, BY ORDINANCE DULY ADOPTED 95-_____) AND IS NOT SUBJECT TO REVIEW OR APPROVAL BY THE CHARLOTTE-MECKLENBURG PLANNING COMMISSION.
THIS _____ DAY OF _____, 2022.

MAYOR
TOWN OF HARRISBURG

ATTEST: _____
TOWN CLERK

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN.

DATE _____ OWNER(S) _____

OWNERS
PARCEL A
NOW OR FORMERLY
EUGENE W. COCHRANE JR. &
SUSAN COCHRANE BLOUNT &
ANNE COCHRANE YARBROUGH
DE:5439-189
PB:57-24
A PORTION OF
PIN:5506-13-9416

SHEET TITLE

ANNEXATION MAP - 1.557 ACRES

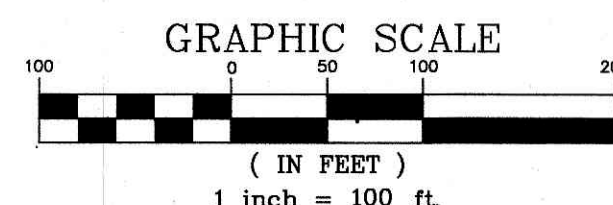
PROJECT

EUGENE W. COCHRANE, JR. & SUSAN COCHRANE BLOUNT &
ANNE COCHRANE YARBROUGH /
ROCKY RIVER ROAD ASSOCIATES LLC PROPERTY
TOWN OF HARRISBURG, CABARRUS COUNTY, N.C.
OWNERS: AS SHOWN ON MAP



YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
730 Windsor Oak Court
Charlotte, North Carolina, 28275
704.556.1900
P.O. Box 1198
Pineville, North Carolina, 28134
704.556.0505(fax)

PROJECT NO.
SCALE
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09/28/21
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YWH
CHECKED BY
JEW
ZONED
DRAWING NO.
XXX-XXX
SHT 1 OF 1 SHTS





Town of Harrisburg
Planning and Economic Development Department
Rezoning Staff Report

DATE: March 25, 2022

SUBJECT:

Request H-2021-13-(R): To rezone approximately 1.557 acres from Cabarrus County OI (Office/Institutional) to PUD (Planned Unit Development)

Location: The subject property is off Farmington Ridge Parkway north of Rocky River Road (portion of PIN 5506-13-9416).

Applicant: Bridget Grant, Moore & Van Allen PLLC and Jim Merrifield, MPV Properties

Staff Report Prepared by: Craig Thomas, Senior Planner

Neighborhood Meeting: Held November 18, 2021

BACKGROUND:

Area: ±1.557 acres Total

Existing Land Use: Vacant/Single-Family Residential

Zoning within 500 feet: North - Office/Institutional (OI), Cabarrus County
South - Planned Unit Development (PUD), Town
East - Office/Institutional (OI), Cabarrus County
West - Planned Unit Development (PUD), Town

Land Uses within 500 feet: North - Vacant, County
South - Vacant, Town
East - Single-family Residential, County
West - Vacant, Town

APPLICATION SUMMARY:

- The original Farmington PUD petition was H-2019-02-(R) and all the site notes and conditions associated with that approval shall apply to this site. This rezoning request is to modify the overall boundary of the original petition by adding this 1.577-acre parcel.
- As a conditional zoning request, the applicant has submitted a survey along with the request for rezoning, which is attached for your consideration. There is no current site plan associated with this parcel or rezoning request.
- The property is in the County and the applicant has also submitted a Petition requesting Annexation for the subject properties which are contiguous to the current Town of Harrisburg corporate limits.

APPROVAL CRITERIA:

1. The size of the tract in question;

The subject property is approximately 1.557 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:

***PUD:** The PUD district is established to provide for the unified and coordinated development of parcels or tracts of land. Certain freedom of choice as to intended land uses shall be permitted, provided that the essential site development regulations are complied with or exceeded, and that the character of the development is not in conflict with the general purpose and intent of either the UDO or the HALUP.*

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

“These areas are intended to be centers of activity that include a mix of retail, restaurant, service, and office uses in addition to a variety of residential housing types. The mix of uses can be horizontal as well as vertical where a change in use can occur between floors of the same building. Buildings of two stories and above are common, and connected streets include short block lengths and pedestrian facilities. Open space is integrated in the form of plazas and greens.

Based on the description of the Mixed Use Node land use classification, the proposed use 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-6** focuses on quality. The Farmington PUD has promoted a higher level of quality for the future

development of the area by incorporating façade treatments, landscaping and site furnishings visible from the public view and available for public use. Farmington also helps promote **recommendation LU-2** by providing an interconnected network of local streets to minimize traffic volumes on key thoroughfares.

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 Node and the PUD 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 a 1.557 acre expansion of the PUD would allow for a larger buildable lot and could be achieved under the proposed zoning. Benefits to the neighbors and the surrounding community include the continued development of the Farmington area and prevent large vacant outparcels in the development.

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 Farmington Ridge Parkway. Any utility line extensions or upgrades necessary to serve this development will be the responsibility of the developer.

b. Transportation:

A Traffic Impact Analysis was completed for the existing PUD zoning district in 2018; all the traffic improvement will be completed as per that TIA. The addition of this 1.557 parcel is an expansion of existing outparcels without increasing development levels. As such, it has no new impacts on the transportation system.

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:

Based on the location of the proposed rezoning in relation to original Farmington PUD approval, the proposed development is not residential and thus would

generate no new students across all levels. A school impact calculation was provided during the original PUD approval.

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 development is part of the larger Farmington development and 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 office and institutional uses. The addition of 1.557 acres is intended to increase the buildable area of two outparcels.

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

The areas around this property are generally zoned for a variety of uses, with retail and office in proximity to Rocky River Road. Existing land use patterns in the area typically consist of office, retail, and institutional, with residential nearby.

- 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;**

The specific use of the property is unknown at this time, but the proposed PUD zoning is an extension of existing zoning in the area and is consistent with surrounding land uses. The zoning aligns with Mixed Use Node of the 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 PUD district to the property is consistent with the lot size standards established for the base PUD Zoning District in the Unified Development Ordinance and Mixed Use Node land use classification in the Land Use Plan.

- 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:

- The same allowable uses in the PUD District. This is 1.557 acre expansion of the existing adjacent PUD zoning.

- 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 connectivity for the development.

- 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 Town Council will need to adopt a consistency statement when a recommendation or decision is made on this item.

APPROVAL WITH CONDITIONS:

The proposal is a conditional re-zoning request. Conditions may be imposed on the zoning action; staff does not recommend any additional conditions be placed on this project. The following conditions were part of the original approval, H2019-02-(R), and will be part of this approval as well:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to dedicate a 25 ft greenway easement (except for portions of multiuse path along Streets) and construct a 10 ft wide asphalt greenway as shown on plan, to meet requirements of article 6.5.5 of the UDO. The greenway shall be constructed prior to 50% completion of each residential pod (areas 2 and 3).
3. Applicant agrees to restrict cladding materials for all residential buildings to masonry products; vinyl siding will not be used.
4. Applicant agrees to install all required phased improvements as required by the final approved traffic analysis and at the direction of NCDOT.
5. Applicant agrees to the final design of Farmington Ridge Parkway and other streets within the development as depicted in sheets RZ-3 and RZ-4 of the Site Plan.
6. Applicant agrees to assess the pavement structure for the existing portions of Farmington Ridge Parkway and bring this portion of street up to current town standards as needed to accommodate the increased traffic this proposed development will place on this structure.

This will be completed as part of Phase I, along with newly constructed Farmington Ridge Parkway.

7. Applicant agrees to construct Farmington Ridge Parkway in its entirety throughout the site as part of phase I of the development.
8. Applicant agrees that there will be no more than 20% of the residential units as rentals at any given time and will be restricted as such by the deed restrictions.
9. The applicant agrees to install greenway and amenities such as trash receptacles and benches along the greenway during greenway construction.
10. Applicant agrees to remove animal shelters as an allowed use in this PUD district.

RECOMMENDATION:

The rezoning and proposed Site Plan Amendment is consistent with the Harrisburg Area Land Use Plan and the intent of the originally approved PUD H 2019-02-R. Planning and Zoning Department staff supports approval of the rezoning request.

COMMUNITY MEETING REPORT FOR FARMINGTON LAND SWAP

Petitioner: MPV Properties

Property: 1.557 acres added to the Farmington PUD and 1.38 acres removed from the Farmington PUD

This Community Meeting Report is being filed with the Town of Harrisburg Planning Department.

PERSONS AND ORGANIZATIONS CONTACTED WITH DATES AND EXPLANATIONS OF HOW CONTACTED:

The required Community Meeting was held on Thursday, November 18, 2021. The Town of Harrisburg mailed a written notice of the date, time, and details of the Community Meeting to the individuals and organizations as required by Ordinance.

TIME AND DATE OF MEETING:

The Community Meeting required by the Ordinance was held on Thursday, November 18, 2021, at 6:00 PM.

PERSONS IN ATTENDANCE AT MEETING:

Harrisburg staff documented the list of registered attendees from the required Community Meeting. The Petitioner's representatives at the required Community Meeting were Jim Merrifield with MPV Properties, and Bridget Grant with Moore & Van Allen, PLLC.

SUMMARY OF ISSUES DISCUSSED AT MEETING:

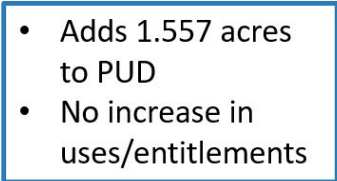
I. Overview of Petitioner's Presentation.

Introduction and Overview of Development Plan.

After introductions by the Town of Harrisburg Planning Staff, Bridget Grant welcomed everyone in attendance and introduced the rezoning team.

Ms. Grant described the site location and the minimal adjustments being made to the Farmington PUD overall boundary. Ms. Grant confirmed that no changes were being made to the permitted uses or the permitted development levels. The portion of the site being removed from the Farmington PUD is proposed for O-1 Zoning which is consistent with other zoning in the area.

The graphic depicting the proposed changes is below:



- Removes 1.38 acres from PUD
- Zoning O-I

II. Summary of Questions/Comments and Responses:

Mr. Merrifield provided a high level update on current leasing efforts at Farmington. In closing, Ms. Grant and Mr. Nepal shared their email addresses in order to address any remaining questions.

The development team will continue to work with staff to revise plans with additional details as needed.

CHAR2\2539969v1



CERTIFICATE OF SUFFICIENCY

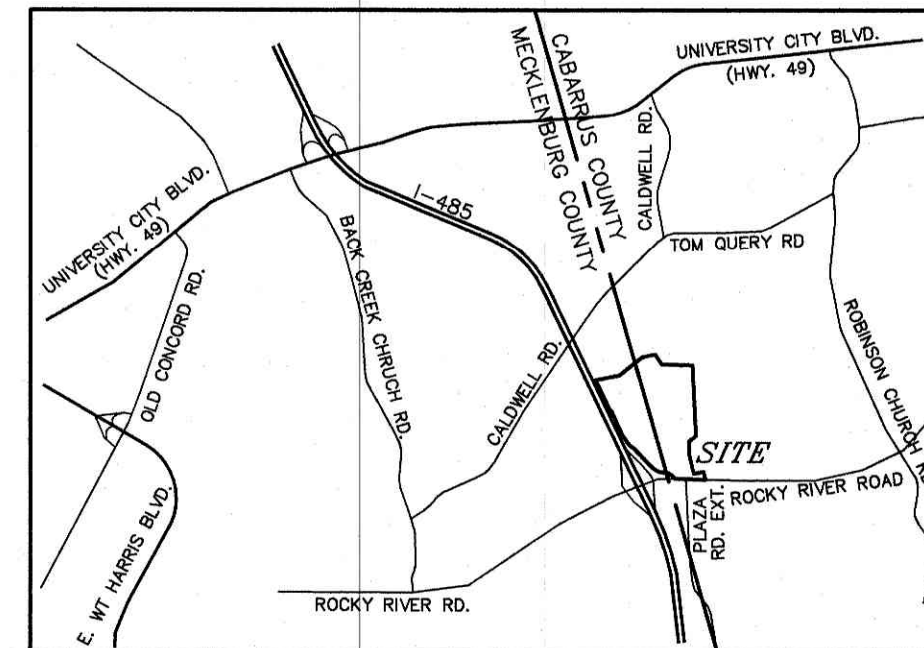
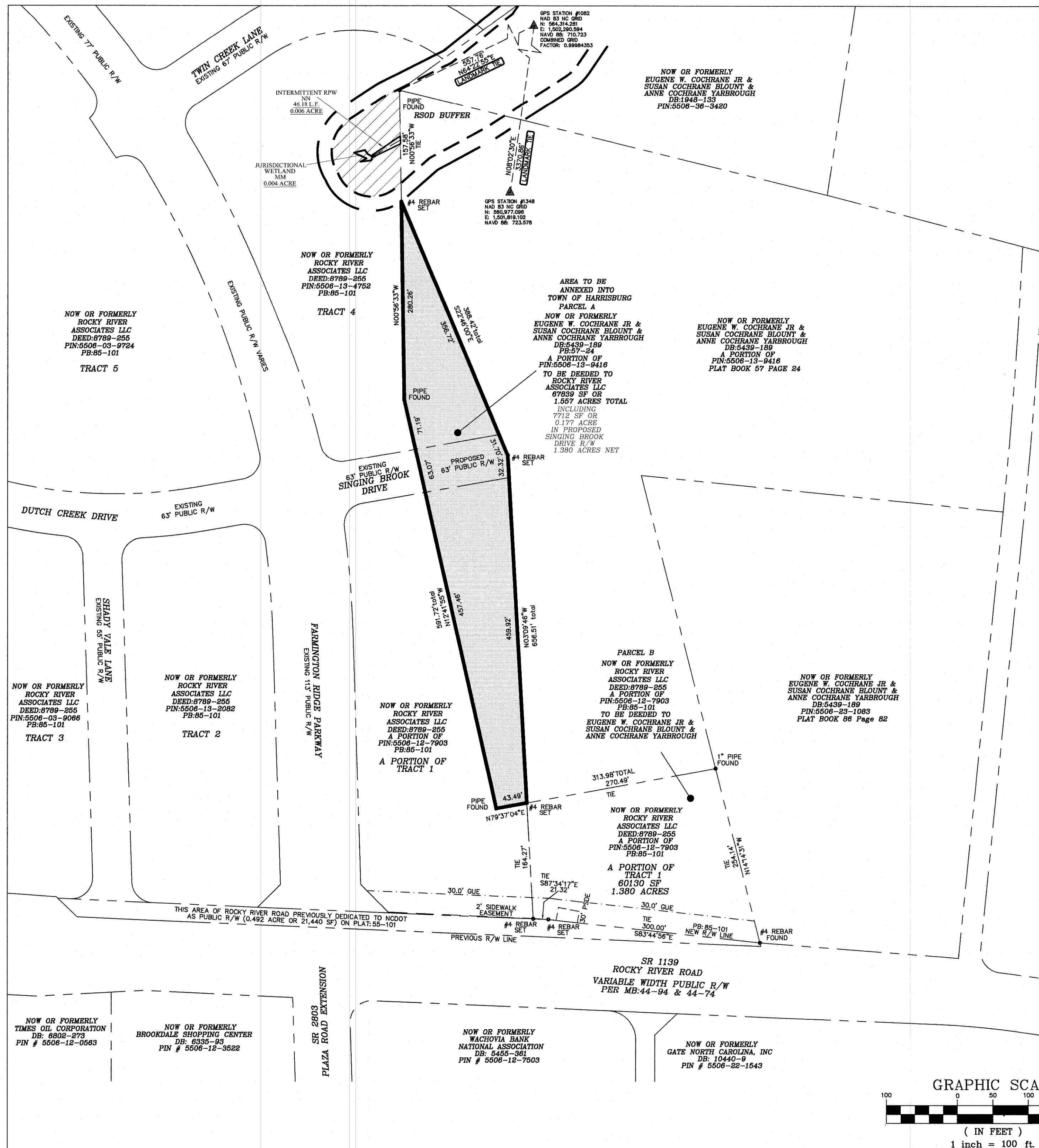
To the Town Council of the Town of Harrisburg of Harrisburg North Carolina:

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 7th day of February 2022.



Janet Rackley
Janet Rackley, Clerk



LEGEND
GUE - GENERAL UTILITY EASEMENT
MB - MAP BOOK
PSDE - PUBLIC DRAINAGE EASEMENT -
(MAINTAINED BY PROPERTY OWNER OR PROPERTY ASSOCIATION)
R/W - RIGHT-OF-WAY
SF - SQUARE FEET
YW&H - YARBROUGH-WILLIAMS AND HOULE

NOTES

BOUNDARY INFORMATION PREPARED BY YARBROUGH-WILLIAMS & HOULE.
THIS PROPERTY IS NOT LOCATED WITHIN 2000' OF AN NCGS CONTROL MONUMENT.
A 2' SIDEWALK EASEMENT WILL BE IN PLACE WHERE SIDEWALK ABUTS RIGHT-OF-WAY.
CONTRACTOR SHALL FOLLOW ALL LOCAL, STATE, AND FEDERAL REGULATIONS IN DISPOSING OF DEMOLISHED MATERIALS REMOVED FROM THIS SITE.
THESE PROPERTIES ARE NOT LOCATED WITHIN FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 3710550600K, DATED NOVEMBER 16 2018.

"I STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 5439, PAGE 189; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK 8789, PAGE 255; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS IN EXCESS OF 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 1 DAY OF FEBRUARY, 2022.

PROFESSIONAL LAND SURVEYOR

THIS PLAT REPRESENTS ONE AREA ANNEXED TO THE TOWN OF HARRISBURG, NORTH CAROLINA PURSUANT TO NCGS 160A-58, BY ORDINANCE DULY ADOPTED 95-_____) AND IS NOT SUBJECT TO REVIEW OR APPROVAL BY THE CHARLOTTE-MECKLENBURG PLANNING COMMISSION.
THIS _____ DAY OF _____, 2022.

MAYOR
TOWN OF HARRISBURG

ATTEST: _____
TOWN CLERK

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN.

DATE _____ OWNER(S) _____

OWNERS
PARCEL A
NOW OR FORMERLY
EUGENE W. COCHRANE JR. &
SUSAN COCHRANE BLOUNT &
ANNE COCHRANE YARBROUGH
DE:5439-189
PB:57-24
A PORTION OF
PIN:5506-13-9416

SHEET TITLE

ANNEXATION MAP - 1.557 ACRES

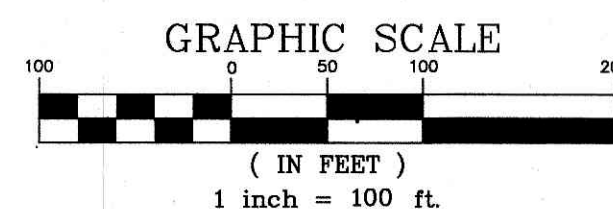
PROJECT

EUGENE W. COCHRANE, JR. & SUSAN COCHRANE BLOUNT &
ANNE COCHRANE YARBROUGH /
ROCKY RIVER ROAD ASSOCIATES LLC PROPERTY
TOWN OF HARRISBURG, CABARRUS COUNTY, N.C.
OWNERS: AS SHOWN ON MAP



YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
730 Windsor Oak Court
Charlotte, North Carolina, 28275
704.556.1900
P.O. Box 1198
Pineville, North Carolina, 28134
704.556.0505(fax)

PROJECT NO.
SCALE
1"=100'
DATE
09/28/21
DRAWN BY
YWH
CHECKED BY
JEW
ZONED
DRAWING NO.
XXX-XXX
SHT 1 OF 1 SHTS





PETITION REQUESTING ANNEXATION

DATE: __November 30, 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

Eugene W Cochrane, Susan Cochrane Blount and Anne C. Yarbrough

ADDRESS

3533 Winslow Green Dr. Charlotte NC 28210

Eugene W. Cochrane



HarrisburgNC

The right side of opportunity

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ADDRESS

3533 Winslow Green Dr. Charlotte NC 28210

Susan Cochrane Blount



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4. SIGNATURE OF OWNERS

NAME

Eugene W Cochrane, Susan Cochrane Blount and Anne C. Yarbrough

ADDRESS

3533 Winslow Green Dr. Charlotte NC 28210

Anne Cochrane Yarbrough 12/20/2021



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

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on March 14, 2022.

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:

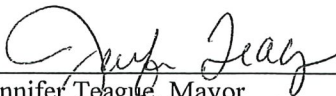
Annexation Area - PARCEL A containing 1.557 acres

Commencing at a pipe found, the northwest corner of the Eugene W. Cochrane Jr & Susan Cochrane Blount & Anne Cochrane Yarbrough property as shown in Deed:5439-189 and recorded in the Cabarrus County Register of Deeds Office, said pipe found also being S64-22-55W 557.76' from GPS Station #1062 having NAD 83 Grid Coordinate N 564,314.281 E 1,502,290.594; Thence S00-56-33E 157.58' to a #4 rebar set, the Point of Beginning

Thence from said Point of Beginning 2 new lines 1) S22-46-00E 388.42' to a #4 rebar set; 2) S03-09-46E 656.51' to a #4 rebar set on the northern line of the Rocky River Associates LLC property as shown in Deed:8789-255 and recorded in the Cabarrus County Register of Deeds Office; Thence with the northern line of the Rocky River Associates LLC property S79-37-04W 43.49' to a pipe found, a corner of the Rocky River Associates LLC property; Thence 2 calls with the eastern lines of the Rocky River Associates LLC property 1) N12-41-55W 591.72' to a pipe found; 2) N00-56-33W 280.26' to a # 4 rebar set, the Point of Beginning.

Said Property containing 1.557 acres and shown as Parcel A of the Annexation Map by Yarbrough—Williams & Houle Inc dated 02/01/2022.

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.



Jennifer Teague, Mayor

ATTEST:



Janet Rackley, Town Clerk



ORDINANCE #7021
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF HARRISBURG, NORTH CAROLINA

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

WHEREAS, a public hearing on the question of annexation was held at Harrisburg Town Hall, 4100 Main Street, Suite 101, Harrisburg NC at 6:00 p.m. on March 14th, 2022 after due notice; and

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

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

Section 1. By virtue of the authority granted by G. S. 160A-31, the following described contiguous property is hereby annexed into the Town of Harrisburg as of April 11th, 2022:

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

Annexation Area - PARCEL A containing 1.557 acres

Commencing at a pipe found, the northwest corner of the Eugene W. Cochrane Jr & Susan Cochrane Blount & Anne Cochrane Yarbrough property as shown in Deed:5439-189 and recorded in the Cabarrus County Register of Deeds Office, said pipe found also being S64-22-55W 557.76' from GPS Station #1062 having NAD 83 Grid Coordinate N 564,314.281 E 1,502,290.594; Thence S00-56-33E 157.58' to a #4 rebar set, the Point of Beginning

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Said Property containing 1.557 acres and shown as Parcel A of the Annexation Map by Yarbrough—Williams & Houle Inc dated 02/01/2022.

Section 2. Upon and after 11th day of April, 2022 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Harrisburg and shall be entitled to the same privileges and benefits as other parts of the Town of Harrisburg. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this the 11th day of April 2022.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

H2021-14-R - Consider a rezoning request to remove a portion of parcel and modify the previously approved Farmington PUD.

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the rezoning request from Town of Harrisburg PUD (Planned Unit Development) to O-I (Office and Institutional), as requested by the applicant for the related property in application H2021-14 (R).

If denied, the following motion is suggested:

To deny the conditional rezoning request from Town of Harrisburg PUD (Planned Unit Development) to O-I (Office and Institutional), as requested by the applicant for the related property in application H2021-14 (R).

Description/Background:

MVP Properties, on behalf of the the property owners of parcel 5506-12-7903 has submitted a request to rezone a portion of this parcel, approximately 1.38 acres of land located along the edge of Farmington PUD off Farmington Ridge Pkwy. The applicant proposes to develop the parcel as Office and Institutional and be removed from originally approved Farmington PUD. This particular parcel is proposed to be office or institutional. To achieve this, the applicant is requesting that the property be rezoned from Town of Harrisburg PUD (Planned Unit Development) to O-I (Office and Institutional). It is part of the land swap associated with Rezoning H2021-13-R that will add a new parcel into the PUD.

The property in question is in the Town Limits and does not require annexation, upon rezoning and removal from the PUD the property will remain within Town Limits. A staff report is attached 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 Construction Document (CDs) reviews. Staff is recommending approval of the rezoning request. Town Council will held the public hearing at the March meeting, final consideration will be made until the April 11, 2022 Council meeting.

Recommendation:

The rezoning request is consistent with the Harrisburg Area Land Use Plan. Planning and Zoning Department staff supports approval of the rezoning request. The Planning and Zoning Board reviewed and recommended approval of the request at their February 15, 2022 meeting.

Fiscal Impact:

None.

Attachments:

1. H2021-14-R Rezoning Application
2. H2021-14-R Site Map
3. H2021-14-R Rezoning Plan PUD Amendment
4. H2021-14-R Survey

5. H2021-14-R Staff Report TC
6. H2021-14-R Neighborhood Mtg



Subject Property Information

1. Street Address: N/A
2. PIN (10 Digit #) A Portion of 5506-12-7903
3. Deed Reference Book 8789 Page 355
4. Township # 1

Description of Subject Property

5. Size (square feet or acreage) 1.38 ac
6. Street Frontage (feet)
7. Current Land Use Vacant
8. Surrounding Land Use and Zoning Classification
North: Zoning OI Land Use Vacant
South: Zoning OI Land Use Vacant
East: Zoning OI Land Use Vacant
West: Zoning OI Land Use Vacant

9. Request to Change Zoning From PUD to O-1

10. Is this a request for a Conditional Rezoning? YES NO

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

11. Purpose for Request: The purpose of the rezoning is to remove the site from the existing PUD development and assign zoning consistent with surrounding parcels.



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 Rocky River Road Assoc LLC
 Address c/o MPV Properties Charlotte NC 28203
 Phone _____
 Fax _____
 Email: JMerrifield@mpve.com
 Signature *James E Merrifield*
13. Agent (if any) BRIDGET GRANT
 Address 100 N. TRYON ST STE 4700
 Phone 704 331 2379
 Fax _____
 Email bridgetgrant@mvalaw.com
 Signature *Bridget Grant*
14. Applicant (if any) Jim Merrifield
 Address _____
 Phone _____
 Fax _____
 Email JMerrifield@mpve.com
 Signature *James E Merrifield*



McCorkle Ln

Rocky River Rd

Stafford Rd

744 ft

Brookdale Dr

Plaza Rd East



PARCEL A
-ACREAGE: +/- 1.557 ACRES
-PIN #: 5506-13-9416
-EXISTING ZONING: O-1 (CABARRUS COUNTY)
 -PROPOSED ZONING: PUD
-EXISTING USES: VACANT/FORMER FARMLAND
-PROPOSED USES: USES PERMITTED BY RIGHT AND UNDER PRESCRIBED CONDITIONS TOGETHER WITH ACCESSORY USES, AS ALLOWED IN THE PUD ZONING DISTRICT
-CONDITIONS: THE SITE, CONSISTING OF A PORTION OF PARCEL 5506-13-9416, SHALL BE CONSIDERED A PART OF THE PREVIOUSLY APPROVED PETITION H-2019-02-(R). ALL ENTITLEMENTS, USES, STANDARDS AND OTHER REQUIREMENTS AND CONDITIONS AS SET FORTH ON PETITION H-2019-02-(R) SHALL APPLY TO THIS SITE. THIS REZONING MODIFIES THE OVERALL BOUNDARY OF PETITION H-2019-02-(R) WITHOUT INCREASING DEVELOPMENT LEVELS.

[illegible]

FARMINGTON

HARRISBURG, NORTH CAROLINA
ROCKY RIVER ROAD
ASSOCIATES, LLC

PETITION NUMBER:
XXXX-XX-XX

LAND DESIGN PROJ# 1016184

[illegible]

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE NORTH

VERT: N/A
HORZ: N/A

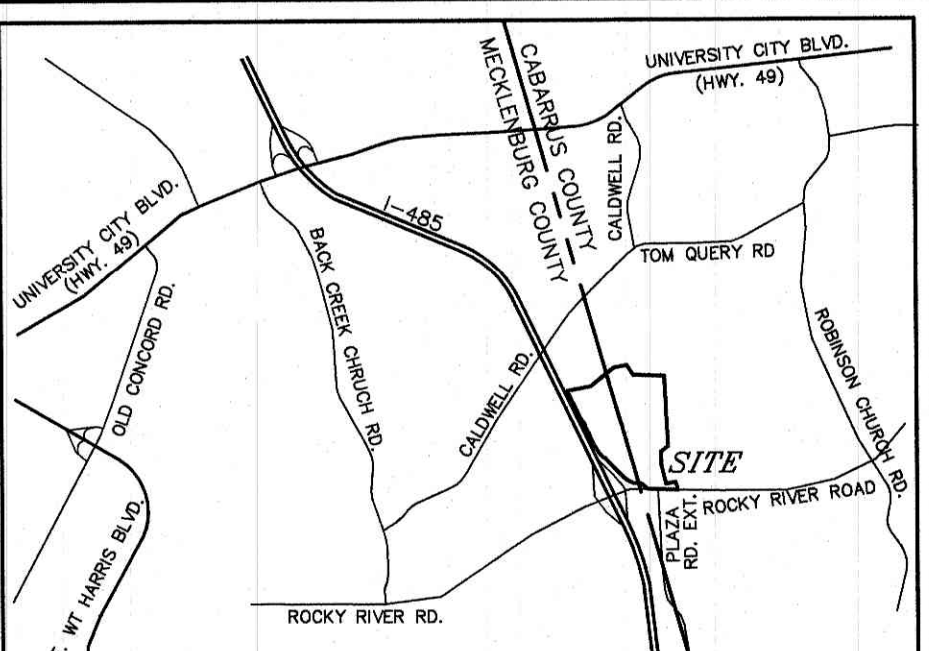
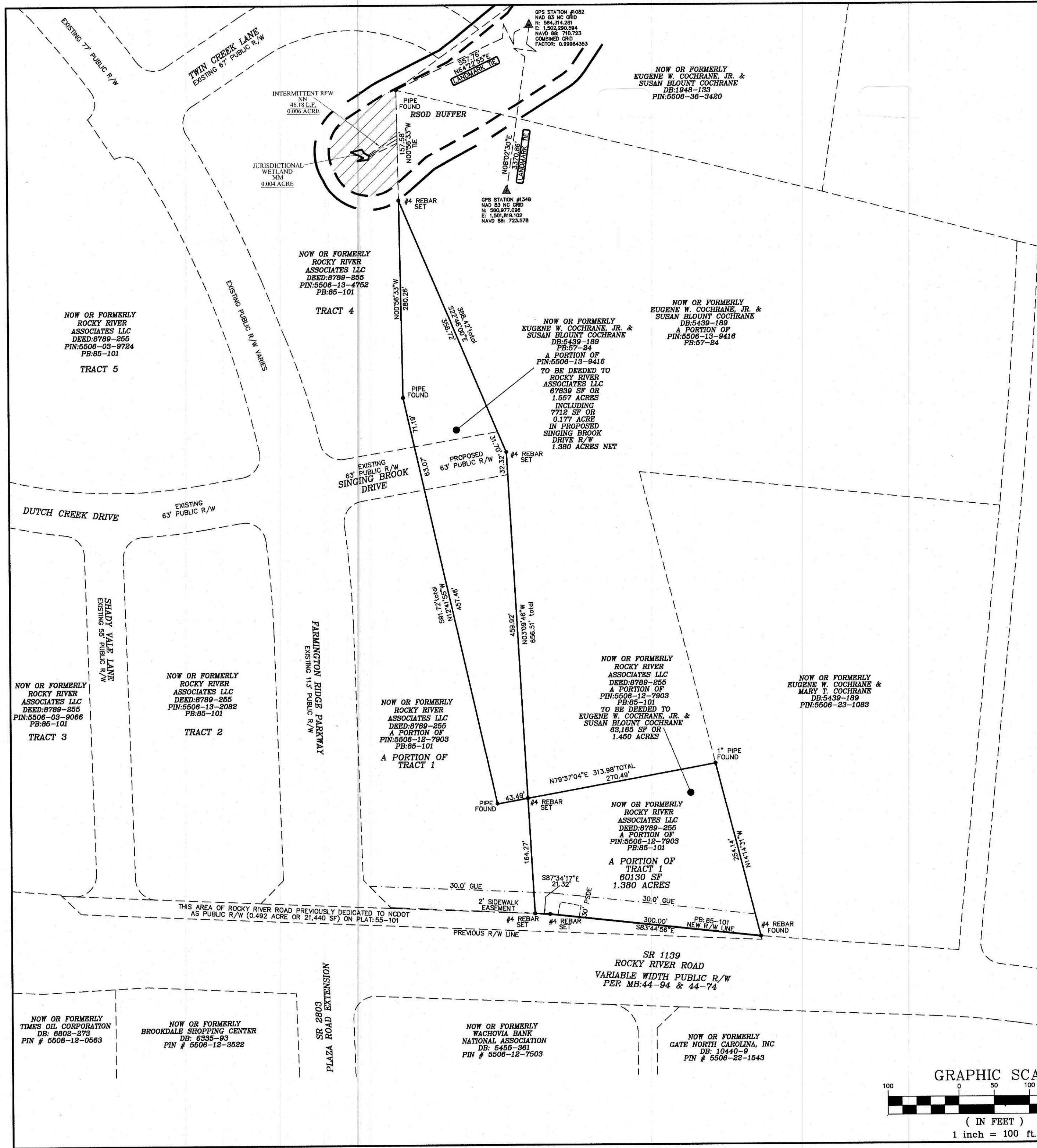
A circular symbol with a vertical line and a horizontal line intersecting at the center, forming a crosshair. The vertical line is slightly longer than the horizontal line, and the ends are rounded, indicating North.

ORIGINAL SHEET SIZE: 30" X 42"

CONDITIONAL PLAN

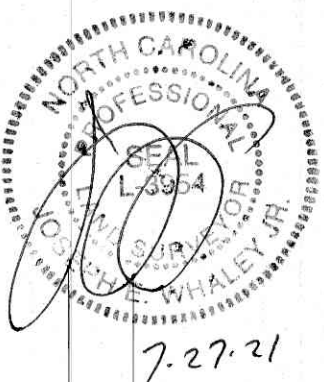
SHEET NUMBER

RZ-1

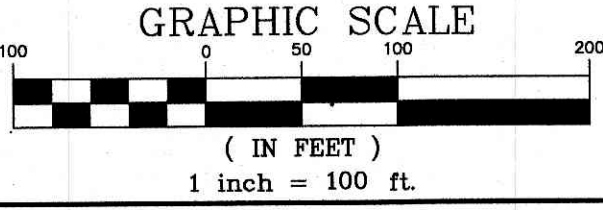


LEGEND
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MB - MAP BOOK
PSDE - PUBLIC DRAINAGE EASEMENT - (MAINTAINED BY PROPERTY OWNER OR PROPERTY ASSOCIATION)
R/W - RIGHT-OF-WAY
SF - SQUARE FEET
YWBH - YARBROUGH-WILLIAMS AND HOULE

NOTES
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CONTRACTOR SHALL FOLLOW ALL LOCAL, STATE, AND FEDERAL REGULATIONS IN DISPOSING OF DEMOLISHED MATERIALS REMOVED FROM THIS SITE.
THESE PROPERTIES ARE NOT LOCATED WITHIN FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 3710550600K, DATED NOVEMBER 16 2018.



SHEET TITLE		PROJECT NO.
BOUNDARY SWAP MAP		SCALE
		1"=100'
		DATE
		07/27/21
		DRAWN BY
		YWBH
		CHECKED BY
		JEW
		ZONED
		DRAWING NO.
		XXX-XXX
		SHT 1 OF 1 SHTS
PROJECT		
EUGENE W. COCHRANE, JR. & SUSAN BLOUNT COCHRANE /		
ROCKY RIVER ROAD ASSOCIATES LLC PROPERTY		
TOWN OF HARRISBURG, CABARRUS COUNTY, N.C.		
OWNERS: AS SHOWN ON MAP		
YARBROUGH-WILLIAMS & HOULE, INC.		
Planning • Surveying • Engineering		
750 Windsor Oak Court, P.O. Box 1198		
Charlotte, North Carolina, 28278		
704.556.1900		
704.556.2000 (fax)		
NC Corporate Registration #C-0475		





Town of Harrisburg
Planning and Economic Development Department
Rezoning Staff Report

DATE: March 28, 2022

SUBJECT:

Request H-2021-14-(R): To rezone approximately 1.38 acres from PUD (Planned Unit Development) to O-I (Office and Institutional)

Location: The subject property is on Rocky River Road near the Farmington Ridge Parkway intersection (portion of PIN 5506-12-7903).

Applicant: Bridget Grant, Moore & Van Allen PLLC and Jim Merrifield, MPV Properties

Staff Report Prepared by: Craig Thomas, Senior Planner

Neighborhood Meeting: Held November 18, 2021

BACKGROUND:

Area: ±1.38 acres Total

Existing Land Use: Vacant/Single-Family Residential

Zoning within 500 feet: North - Office/Institutional (OI), Cabarrus County
South - Planned Unit Development (PUD), Town
East - Office/Institutional (OI), Cabarrus County
West - Planned Unit Development (PUD), Town

Land Uses within 500 feet: North - Vacant, County
South - Vacant, Town
East - Single-family Residential, County
West - Vacant, Town

APPLICATION SUMMARY:

- The applicant proposes to develop the parcel as Office and Institutional and be removed from originally approved Farmington PUD. This particular parcel is proposed to be office or institutional. To achieve this, the applicant is requesting that the property be rezoned from Town of Harrisburg PUD (Planned Unit Development) to O-I (Office and Institutional). It is part of the land swap associated with Rezoning H2021-13-R that will add a new parcel into the PUD.
- The original Farmington PUD petition was H-2019-02-(R). This rezoning request is to modify the overall boundary of the original petition by removing this 1.38 acre parcel, upon approval of the removal all site notes and conditions associated with original PUD approval will be removed for this site.
- The applicant has submitted a survey along with the request for rezoning, which is attached for your consideration. There is no current site plan associated with this parcel or rezoning request.
- The property is currently within the Town of Harrisburg and will remain such after the rezoning, if approved.

APPROVAL CRITERIA:

1. The size of the tract in question;

The subject property is approximately 1.38 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:

O-I: *The O-I district is established to provide for public and private agencies and offices together with supporting commercial development in contexts where single-use, single-building developments are appropriate.*

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

“These areas are intended to be centers of activity that include a mix of retail, restaurant, service, and office uses in addition to a variety of residential housing types. The mix of uses can be horizontal as well as vertical where a change in use can occur between floors of the same building. Buildings of two stories and above are common, and connected streets include short block lengths and pedestrian facilities. Open space is integrated in the form of plazas and greens.

Based on the description of the Mixed Use Node land use classification, the proposed use 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-6** is focused on quality. While this property is being removed from the PUD, it will still be held to a high standard of design consistent with the UDO and surrounding uses, including architectural features, landscaping and connectivity.

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 Node and the O-I zoning 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 a 1.38 acre stand-alone parcel would be available for an appropriate compatible use to the surrounding area. Benefits to the neighbors and the surrounding community include the continued development of office and/or institutional uses along the Rocky River corridor.

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 access is located along Rocky River Road and sewer is available nearby on Farmington Ridge Parkway and Stafford Road. Any utility line extensions or upgrades necessary to serve this development will be the responsibility of the developer.

b. Transportation:

A Traffic Impact Analysis was completed for the existing PUD zoning district in 2018; all the traffic improvement will be completed as per that TIA. The removal of the 1.38 parcel is a modification to the PUD boundaries and thus no new impacts on the transportation system.

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 is Office and Institutional and would generate no new students across all levels.

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 development is similar to existing zoning in the immediate area and 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 the currently vacant land from the Farmington PUD into a stand-alone parcel for office and institutional uses.

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

The areas around this property are generally zoned for a variety of uses, with retail, institutional and office along Rocky River Road. Existing land use patterns in the area typically consist of office, retail, and institutional, with residential nearby.

- 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;**

The specific use of the property is unknown at this time, but the proposed O-I zoning is consistent with surrounding land uses. The zoning aligns with Mixed Use Node of the 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.

RECOMMENDATION:

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

COMMUNITY MEETING REPORT FOR FARMINGTON LAND SWAP

Petitioner: MPV Properties

Property: 1.557 acres added to the Farmington PUD and 1.38 acres removed from the Farmington PUD

This Community Meeting Report is being filed with the Town of Harrisburg Planning Department.

PERSONS AND ORGANIZATIONS CONTACTED WITH DATES AND EXPLANATIONS OF HOW CONTACTED:

The required Community Meeting was held on Thursday, November 18, 2021. The Town of Harrisburg mailed a written notice of the date, time, and details of the Community Meeting to the individuals and organizations as required by Ordinance.

TIME AND DATE OF MEETING:

The Community Meeting required by the Ordinance was held on Thursday, November 18, 2021, at 6:00 PM.

PERSONS IN ATTENDANCE AT MEETING:

Harrisburg staff documented the list of registered attendees from the required Community Meeting. The Petitioner's representatives at the required Community Meeting were Jim Merrifield with MPV Properties, and Bridget Grant with Moore & Van Allen, PLLC.

SUMMARY OF ISSUES DISCUSSED AT MEETING:

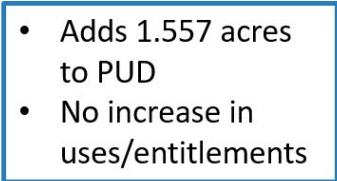
I. Overview of Petitioner's Presentation.

Introduction and Overview of Development Plan.

After introductions by the Town of Harrisburg Planning Staff, Bridget Grant welcomed everyone in attendance and introduced the rezoning team.

Ms. Grant described the site location and the minimal adjustments being made to the Farmington PUD overall boundary. Ms. Grant confirmed that no changes were being made to the permitted uses or the permitted development levels. The portion of the site being removed from the Farmington PUD is proposed for O-1 Zoning which is consistent with other zoning in the area.

The graphic depicting the proposed changes is below:



- Removes 1.38 acres from PUD
- Zoning O-I

II. Summary of Questions/Comments and Responses:

Mr. Merrifield provided a high level update on current leasing efforts at Farmington. In closing, Ms. Grant and Mr. Nepal shared their email addresses in order to address any remaining questions.

The development team will continue to work with staff to revise plans with additional details as needed.

CHAR2\2539969v1



TOWN OF HARRISBURG

Agenda Item Details

Title:

H2022-01-R - Consider a rezoning and annexation of 2 parcels off of Paul Linker PL associated with an annexation request.

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the annexation and rezoning request from County LDR (Low Density Residential) to RL (Residential Low Density), as requested by the applicant for the related property in application H2022-01 (R).

If denied, the following motion is suggested:

To deny the annexation and rezoning request from County LDR (Low Density Residential) to RL (Residential Low Density), as requested by the applicant for the related property in application H2022-01 (R).

Description/Background:

The property owners of parcel 5527-12-6235 and 5527-12-7291 have submitted a request to rezone these parcels, approximately 4.233 acres of land located off Paul Linker PL. The applicant proposes to annex two parcels into the Town of Harrisburg town limits to have access to a Towns' sewer services for each lot. The two lots are currently in Cabarrus County. To achieve this, the applicant is requesting that the properties be rezoned from County LDR (Low Density Residential) to RL (Residential Low Density). The RL district has a maximum density of 1 dwelling unit per acre. The proposed density is 0.47 dwelling units per acre and the lot meets the RL dimension requirements per the UDO.

The property in question is in the County and requires annexation. A staff report is attached for more information, there is no site-specific plans for these parcels. Staff is recommending approval of the rezoning requests presented. Town Council held a public hearing at the March meeting, final consideration will be made until the April 11, 2022 Council meeting.

Recommendation:

The rezoning request is consistent with the Harrisburg Area Land Use Plan. Planning and Zoning Department staff supports approval of the rezoning request. The Planning and Zoning Board reviewed and recommended approval at their February 15, 2022 meeting.

Fiscal Impact:

None.

Attachments:

1. H2022-01-R Application
2. H2022-01-R Site Map
3. H2022-01-R Survey
4. H2022-01-R Staff Report TC
5. Linker Annexation Application

6. Linker_Annexation Plat
7. Certificate of Sufficiency Linker
8. Resolution Fixing Date of Public Hearing
9. Annexation Ordinance 7022



APPLICATION FOR ZONING MAP AMENDMENT

**The following steps are required in order for your application to be considered complete.
Incomplete applications will be returned to the applicant and will not be processed.**

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

Overview of the Rezoning Process:

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

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



Harrisburg NC

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Subject Property Information

1. Street Address 7595 Paul Linker Pl Harrisburg NC
2. PIN(s) (10 digit#) 552 -- 712 -- 623; 5 -- --
3. Deed Reference Book 15588 Page 0336
4. Township # 1

Description of Subject Property

5. Size (square feet or acreage) 2.099 ac.
6. Street Frontage (feet) 300.88'
7. Current Land Use LDR
8. Surrounding Land Use and Zoning Classification

North: Zoning	<u>LDR</u>	Land Use	<u>Residential</u>
South: Zoning	<u>LDR</u>	Land Use	<u>"</u>
East: Zoning	<u>LDR</u>	Land Use	<u>"</u>
West: Zoning	<u>LDR</u>	Land Use	<u>"</u>

9. Request to Change Zoning From _____ to _____
10. Is this a request for a Conditional Rezoning? YES ☒ NO

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

11. Purpose for Request: To have access to a 4" sewer
tap for a single residence to the Back Creek
Interceptor Sewer line at the South Property line



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

Address

Phone

Fax

Email:

Signature

Daniel Linker

7595 Paul Linker Pl Harrisburg Mc.

704 - 340 - 6071

Dlinker191@gmail.com

Daniel Linker

13. Agent (if any)

Address

Phone

Fax

Email

Signature

14. Applicant (if any)

Address

Phone

Fax

Email

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

Subject Property Information

1. Street Address 7585 Paul Linker Pl. Harrisburg NC
2. PIN(s) (10 digit#) 5527 12 7291; _____
3. Deed Reference Book 15588 Page 0333
4. Township # 1

Description of Subject Property

5. Size (square feet or acreage) 2.134 ACRES
6. Street Frontage (feet) 140'
7. Current Land Use LDR
8. Surrounding Land Use and Zoning Classification

North: Zoning	<u>LDR</u>	Land Use	<u>Residential</u>
South: Zoning	<u>LDR</u>	Land Use	<u>"</u>
East: Zoning	<u>LDR</u>	Land Use	<u>"</u>
West: Zoning	<u>LDR</u>	Land Use	<u>"</u>
9. Request to Change Zoning From N/A to N/A
10. Is this a request for a Conditional Rezoning? YES NO

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

11. Purpose for Request: To have access to a 4" sewer tap
for a single residence to the Back Creek Interceptor
Sewer Line @ the South Property line.



Subject Property Information

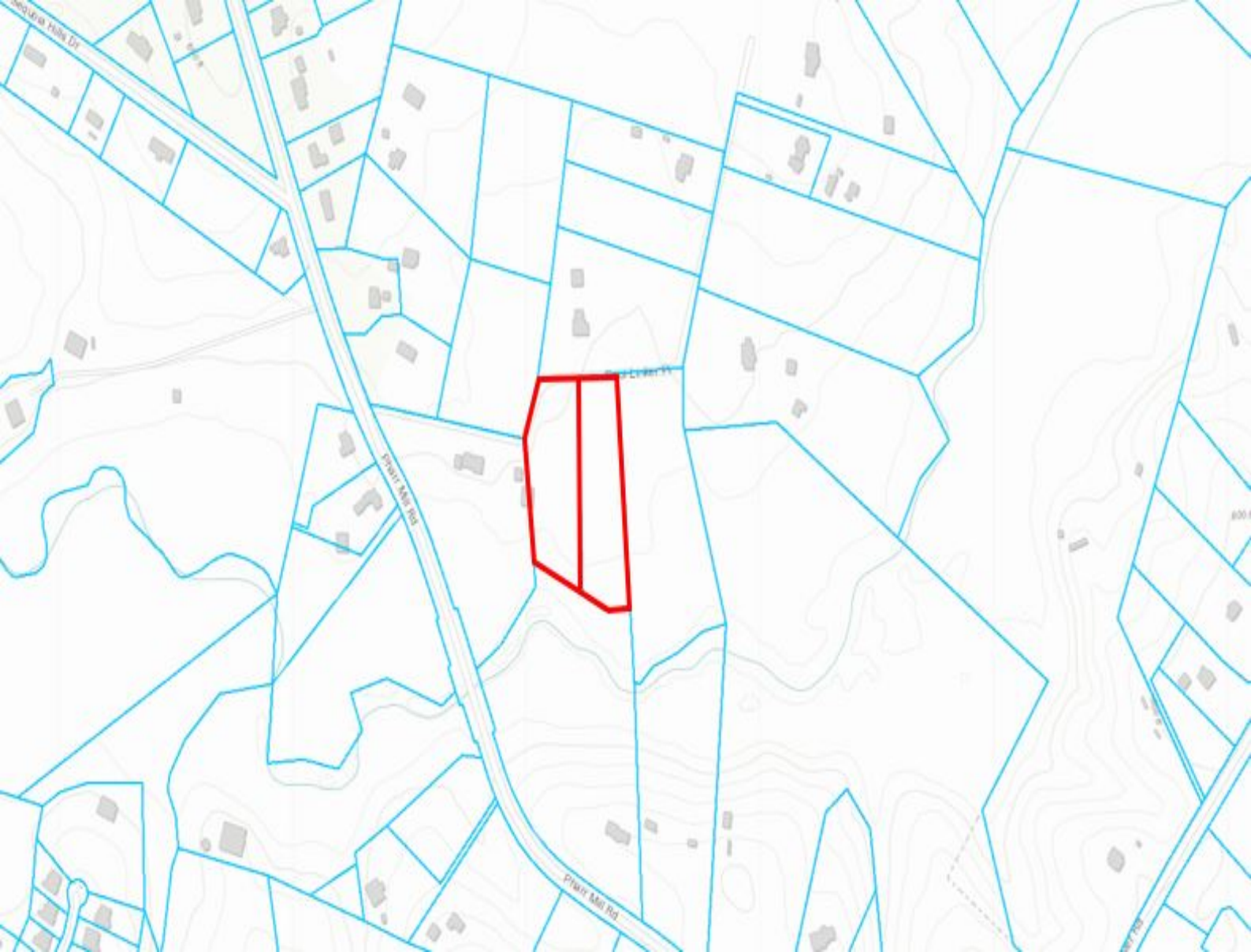
1. Street Address LOT 2 - 7545 Paul Linker Pl
LOT 3 7585 Paul Linker Pl
2. PIN(s) (10 digit#) 5527 -- 12 -- 6235; 5527 -- 12 -- 7291
3. Deed Reference Book _____ Page _____
4. Township # _____

Description of Subject Property

5. Size (square feet or acreage) LOT 2 2.099 LOT 3 2.134
6. Street Frontage (feet) LOT 2 300' LOT 3 140
7. Current Land Use VACANT
8. Surrounding Land Use and Zoning Classification
- | | | | |
|---------------|------------|----------|--------------------|
| North: Zoning | <u>LDR</u> | Land Use | <u>Residential</u> |
| South: Zoning | <u>LDR</u> | Land Use | <u>VACANT</u> |
| East: Zoning | <u>LDR</u> | Land Use | <u>VACANT</u> |
| West: Zoning | <u>LDR</u> | Land Use | <u>Residential</u> |
9. Request to Change Zoning From LDR to RL
10. Is this a request for a Conditional Rezoning? YES ☒ NO

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

11. Purpose for Request: To have access to a 4" sewer tap
for a single residence to the Back Creek
Interceptor Sewer Line at the South Property
line for LOTS 2 & 3





Town of Harrisburg
Planning and Economic Development Department
Rezoning Staff Report

DATE: March 28, 2022

SUBJECT:

Request H-2022-01-(R): To rezone approximately 4.233 acres from County LDR (Low Density Residential) to RL (Residential Low Density)

Location: The subject properties are located on Paul Linker Place off of Pharr Mill Road (PIN 5527-12-6235 and 5527-12-7291)

Applicant: Jason Linker on behalf of property owners Daniel Linker, Robert Marlow and Heather Marlow

Staff Report Prepared by: Craig Thomas, Senior Planner

Neighborhood Meeting: N/A

BACKGROUND:

Area: ±4.233 acres Total

Existing Land Use: Vacant/Single-Family Residential

Zoning within 500 feet: North - Low Density Residential (LDR), Cabarrus County
South - Low Density Residential (LDR), Cabarrus County
East - Low Density Residential (LDR), Cabarrus County and Office and Institutional (O-I) Town
West - Low Density Residential (LDR), Cabarrus County

Land Uses within 500 feet: North - Single-family Residential and Vacant, County
South - Single-family Residential, County
East - Single-family Residential and Vacant, County
West - Single-family Residential and Vacant, Town and County

APPLICATION SUMMARY:

- The applicant proposes to annex two parcels into the Town of Harrisburg town limits to have access to a Towns' sewer services for each lot. The two lots are currently in Cabarrus County. To achieve this, the applicant is requesting that the properties be rezoned from County LDR (Low Density Residential) to RL (Residential Low Density).
- The RL district has a maximum density of 1 dwelling unit per acre. The proposed density is 0.47 dwelling units per acre and the lot meets the RL dimension requirements per the UDO.
- The property is in the County and the applicant has also submitted a Petition requesting Annexation for the subject properties which are 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 4.233 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:

RL: *The RL district is established to provide areas for low-density single-family residential uses on moderately-sized lots.*

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

“This area intended to remain predominantly rural while allowing residential uses at very low densities. Conservation design is a common subdivision approach if utilities are available, allowing smaller lots in exchange for more open space. Architecture is sensitively integrated, avoiding valuable natural features. Gross densities are less than one unit per acre for conventional subdivisions, and up to two if conservation design standards are met. Some business uses typically located in rural areas, such as small engine repair, may be appropriate provided such uses adhere to performance standards to minimize potential impacts to surrounding areas.”

Based on the description of the Very Low Residential land use classification, the proposed density 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 and products to those seeking Harrisburg’s high quality of life. The low density nature of this area and the proposed zoning would allow the property owners to build two single family homes and maintain the rural character of the area.

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 Very Low Residential and the proposed density of 0.47 dwelling units per acre is compatible with the standards designated by the RL district.

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

The benefits to the owners of the properties would be that single-family residential zoning at the proposed density of 0.47 dwelling units per acre could be achieved under the proposed zoning, and annexation allows access to town offered services.

The addition of two single-family detached homes has no detrimental impact to the surrounding community. The construction of two new homes would be allowed under current Cabarrus County zoning. The rezoning and annexation request is to convert to the Town’s low density zoning and tap into the Town’s water and sewer availability.

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 is available along Pharr Mill Road and sewer access is available to the southwest of the two properties on the other side of Pharr Mill Road. 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 rezoning, with only two (2) lots and two homes involved. Driveway access will be reviewed and permitted by the Town and NCDOT during the permitting 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 no new 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 (0.47 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 lots, while preserving the rural character of the area.

- 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 lots and vacant forested land.

- 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 detached homes, 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.

RECOMMENDATION:

This request is driven by an annexation request to access Town's sewer, which requires the properties to be rezoned to Town's zoning classification RL (Residential Low Density) and meets dimensional requirements as noted in the Town's UDO.

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



HarrisburgNC

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PETITION REQUESTING ANNEXATION

DATE: 1-18-2022

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:

TRACT # 2

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

Daniel A. Lusher 7595 Paul Lusher Pl Harrisburg NC.



Harrisburg NC

The right side of opportunity

PETITION REQUESTING ANNEXATION

DATE: 1-18-2022

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:

TRACT # 3

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

Robert Morlan
Heather Morlan

7585 Paul Linker Pl Harrisburg NC.



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 Robert & Heather Marlow
Address 7585 Paul Linker Pl Harrisburg NC.
Phone H- 980-322-5737 R- 352-805-3547
Fax _____
Email: _____
Signature Robert Marlow Heather Marlow
13. Agent (if any) _____
Address _____
Phone _____
Fax _____
Email _____
Signature _____
14. Applicant (if any) _____
Address _____
Phone _____
Fax _____
Email _____
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.



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

Address

Phone

Fax

Email:

Signature

LOT-2 Daniel Linker 7595 Paul Linker Pl
LOT-3 Robert & Heather Marlow 7585 Paul Linker Pl

LOT-3 980-322-5737 LOT-2 704-340-6071

13. Agent (if any)

Address

Phone

Fax

Email

Signature

14. Applicant (if any)

Address

Phone

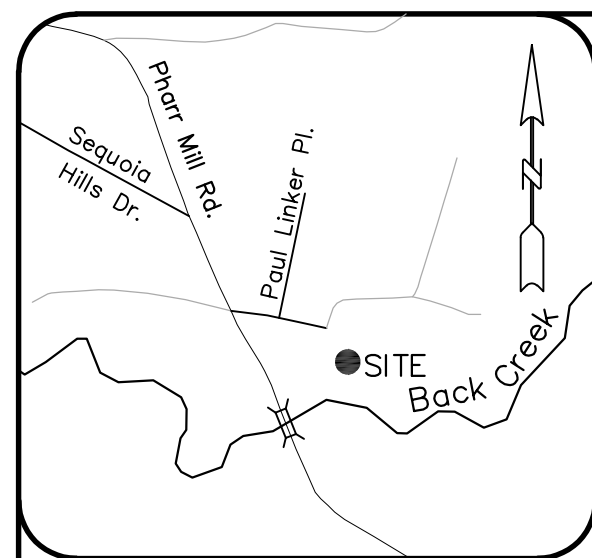
Fax

Email

Signature

Jason Linker
7525 Paul Linker Pl
980-322-7766
jlinker@cgcfields.com
Jason Linker

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.



VICINITY MAP
NOT TO SCALE

PAUL M. LINKER, III AND
BERTIE J. LINKER FAMILY TRUST
DATED AUGUST 17, 2007
PIN: 5527-12-4529
DB: 7982 PG: 184
ZONE: LDR
7532 PAUL LINKER PL

JASON ANDREW LINKER
AND WIFE
ANNA LENTZ LINKER
PIN: 5527-12-3144
DB: 567 PG: 125
DB: 566 PG: 711
ZONE: LDR
7525 PAUL LINKER PL

DANIEL A. LINKER
PIN 5527-12-6235
DB 15588 PG 336
TRACT 2 MB 89 PG 85
ZONE LDR
7595 PAUL LINKER PL
AREA 2.099 ACRES

ROBERT L. MARLOW
AND WIFE
HEATHER M. MARLOW
PIN 5527-12-3144
DB 15588 PG 333
TRACT 3 MB 89 PG 85
ZONE LDR
7585 PAUL LINKER PL
AREA 2.134 ACRES

MARGARET BULLARD LINKER
AS TRUSTEE OF THE
MARGARET B. LINKER LIVING
TRUST DATED JUNE 03, 2015
PIN 5527-22-0103
PORTION OF DB 11460 PG 335
TRACT 4, MB 89 PG 85
ZONE LDR

MICHAEL R. HARTZ and wife,
ALISHA R. HARTZ
PIN: 5527-12-8663
DB: 11189 PG: 179
ZONE: LDR
7520 PAUL LINKER PL

ARA JANE THORNTON
PIN: 5527-22-4397
DB: 8409 PG: 107
ZONE: LDR

- LEGEND**
- EIP #5 REBAR WITH CAP OR (AS DESCRIBED)
 - ⊗ NPS (NO POINT SET)
 - ⊗ SANITARY SEWER MANHOLE
 - POWER POLE
 - BOUNDARY LINE (AS SURVEYED)
 - BOUNDARY LINE (BY DEED OR PLAT)
 - TIE LINE
 - OVERHEAD POWER LINE
 - FENCE LINE
 - EASEMENT
 - CREEK TOP BANK
 - GRAVEL
 - RIGHT-OF-WAY
 - FLOOD ZONE (AS DESCRIBED)
 - FEMA FLOODWAY CENTERLINE
 - WATER BODY BUFFER LINE
 - BUILDING SETBACK LINE

SITE DATA	
TRACT 2 AREA	2.099 ACRES
TRACT 3 AREA	2.134 ACRES
TRACT 2-3 AREA COMBINED	4.233 ACRES

- NOTES:
- TRAVERSE ADJUSTED BY THE LEAST SQUARES ADJUSTMENT METHOD; RAW ERROR OF CLOSURE IS 1:103,000 (AS PER REFERENCE #5).
 - AREAS COMPUTED BY COORDINATE COMPUTATIONS.
 - ALL DISTANCES ARE HORIZONTAL, UNLESS OTHERWISE NOTED.
 - NO UNDERGROUND UTILITIES WERE LOCATED WITH THIS SURVEY. BEFORE DOING ANY DIGGING, CALL NC ONE-CALL (1-800-632-4949).
 - NC GRID NAD 83 (2011) EPOCH 2010.00 BASIS OF BEARING AND NAVD 88 ELEVATIONS DERIVED FROM NGS NETWORK RTK ON 02-22-2021 (HORIZONTAL POSITIONAL ACCURACY = 0.09'; VERTICAL ACCURACY = 0.07') USING GEOID MODEL GEOID12B, PROJECT LOCALIZED HOLDING CONTROL PT. #197 (N=571,528.93', E=1,521,369.74'), AND A COMBINED GRID FACTOR OF 0.99985189. UNITS ARE US SURVEY FEET (SEE REFERENCE #5).
 - FLOODPLAIN DATA SCALED FROM F.I.R.M. MAP NUMBER 3710552700K; EFFECTIVE DATE NOVEMBER 16, 2018. NOT FIELD LOCATED.
 - ZONE AE = SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED.
 - ZONE X* = AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
 - ZONE X = AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 - APPROVAL OF THIS PLAT DOES NOT PERMIT THE OWNER THE RIGHT TO ALTER PIPE, FILL, OR RELOCATE ANY EXISTING DRAINAGE FEATURE LOCATED ON THE PROPERTY WITHOUT SUBMITTING ENGINEERING PLANS FOR REVIEW AND APPROVAL TO THE COUNTY OF CABARRUS AND OTHER APPROPRIATE AGENCIES.
 - THE SUBDIVISION OF THIS PROPERTY WILL RESULT IN MORE THAN TWO HOMES SHARING THE SAME ACCESS AND SHALL MEET THE REQUIREMENTS OF CHAPTER 5 OF THE NC FIRE CODE.
 - SETBACKS DETERMINED USING CABARRUS COUNTY UDO SECTION 5-5. (SEE REFERENCE #5).
 - WATER BODY BUFFER ESTABLISHED USING A 120' MAX SETBACK FROM TOP OF BANK OF CREEK, AS PER CABARRUS COUNTY UDO SECTION 4-10. FIELD VERIFY LOCATION OF SET BACK BEFORE CONSTRUCTION. (SEE REFERENCE #5).
 - WETLANDS AS SHOWN BY CABARRUS COUNTY FARM WITHIN FLOODPLAIN.
 - LOTS 2, 3, & 4 (TOTAL OF 3 LOTS) WILL BE ACCESSING PAUL LINKER ROAD.
 - 20' WIDE PRIVATE ROAD TO BE ALL WEATHER ACCESS.
 - FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS (75,000 POUNDS) AND SHALL BE SURFACED SO AS TO PROVIDE ALL WEATHER DRIVING CAPABILITIES (SEE REFERENCE #5).
 - ADDRESSES SHOWN ARE PER CABARRUS COUNTY GIS

- REFERENCES:
- ALL DEEDS AND MAPS SHOWN HEREON.
 - CABARRUS COUNTY REGISTER OF DEEDS AND GIS TAX MAP.
 - MAP TITLED "EXCEPTION - RECOMBINATION PLAT BOUNDARY SURVEY" BY MEL G. THOMPSON & ASSOCIATES, DATED OCTOBER 13, 2017 AND RECORDED IN MAP BOOK: 74, PAGE 107.
 - MAP TITLED "MINOR SUBDIVISION FOR: 7775 PHARR MILL RD" BY GRIFFIN SURVEYING SERVICES, DATED JUNE 3, 2019, AND RECORDED IN MAP BOOK: 80 PAGE: 101.
 - MAP TITLED "MINOR SUBDIVISION & BOUNDARY SURVEY OF LINKER PROPERTY", BY CESI DATED SEPTEMBER 30, 2021, AND RECORDED SEPTEMBER 30, 2021, WITH THE CABARRUS COUNTY REGISTER OF DEEDS IN MAP BOOK 89 PAGE 85

I, DAVID L. HAYWOOD, JR., CERTIFY THAT THIS PLAT WAS DRAWN BY ME FROM A RECORD PLAT AND DEED UNDER MY SUPERVISION (DEED RECORDED IN DEED BOOK 15588, PAGE 336 AND MAP RECORDED IN MAP BOOK 89 PAGE 85); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEEDS AS SHOWN. THE ORIGINAL RATIO OF PRECISION AS CALCULATED IS 1:103,000 AS SHOWN IN MAP BOOK 89 PG 85; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); AND THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND, DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 2ND DAY OF FEBRUARY, 2022.

**PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES OR SALES.**

DAVID L. HAYWOOD, JR., PLS L-4822

**BOUNDARY SURVEY OF:
TRACT 2 - 3, MAP BOOK 89 PAGE 85,
PIN 5527-12-6235 AND PIN 5527-12-3144
NO. 1 TOWNSHIP, CABARRUS CO., NORTH CAROLINA**

FOR OWNER:
DANIEL A. LINKER
7595 PAUL LINKER PL
HARRISBURG, NC

FOR OWNER:
ROBERT L. MARLOW
7585 PAUL LINKER PL
HARRISBURG, NC

DATE: FEBRUARY 02, 2022
REVISED:
SCALE: 1" = 50'
JOB NO.: 210100.000

COMPUTED BY: RV
DRAWN BY: RV
CHECKED BY: DLH

SCALE IN FEET
0 50 100 150



CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0263
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025 FAX (704) 786-7454
ACAD FILE: 210100 TRACT 2-3.dwg
© CESI 2022



HarrisburgNC

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 7th day of February 2022.



Janet Rackley
Janet Rackley, Clerk



**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 at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on March 14, 2022.

LEGAL DESCRIPTION TRACT 2, AND TRACT 3, MAP BOOK 89 PAGE 85

ALL THAT REAL PROPERTY IN CABARRUS COUNTY, STATE OF NORTH CAROLINA LYING SOUTH OF PAUL LINKER ROAD, A PRIVATE 60 FOOT RIGHT OF WAY, (DEED BOOK 812, PAGE 284, CABARRUS COUNTY REGISTER OF DEEDS), AND SHOWN AS TRACT 2, AND TRACT 3, OF MAP BOOK 89 PAGE 85, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT AN EXISTING NAIL WITH PLASTIC WASHER HAVING A NORTH CAROLINA GRID ~ NAD 83(2011) COORDINATES OF N= 571,528.93 FEET, E= 1,521,369.74 FEET;

THENCE N 39° 58' 45" E, A GROUND DISTANCE OF 547.26 FEET (GRID DISTANCE OF 547.18 FEET, COMBINED GRID FACTOR = 0.99985189) TO AN EXISTING #5 REBAR WITH CAP AT THE SOUTHEAST CORNER OF THE LANDS OF DANIEL A. LINKER (DEED BOOK 15588 PAGE 336, CABARRUS COUNTY REGISTER OF DEEDS), SAID EXISTING #5 REBAR WITH CAP BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG THE LINES OF DANIEL A. LINKER (DEED BOOK 15588 PAGE 336, CABARRUS COUNTY REGISTER OF DEEDS), THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. N 61° 05' 26" W, A DISTANCE OF 193.71 FEET TO A COMPUTED POINT, SAID COMPUTED POINT BEING N 05° 14' 16" W, AND DISTANT 52.07 FEET OF A #6 REBAR;
2. N 05° 14' 16" W, PASSING AN EXISTING #5 REBAR WITH CAP AT 39.88 FEET, FOR A TOTAL DISTANCE OF 321.08 FEET TO AN EXISTING 1 INCH IRON ROD IN THE CENTERLINE OF PAUL LINKER ROAD, A 60 FOOT PRIVATE RIGHT OF WAY (DEED BOOK 812 PAGE 284, CABARRUS COUNTY REGISTER OF DEEDS);
3. N 18° 11' 24" E, AND WITH THE CENTERLINE OF SAID PAUL LINKER ROAD, A DISTANCE OF 160.88 FEET, TO AN EXISTING 1/2 INCH IRON ROD;
4. N 87° 06' 53" E, AND CONTINUING WITH THE SAID CENTERLINE OF PAUL LINKER ROAD, PASSING AN EXISTING #5 REBAR WITH CAP AT A DISTANCE OF 140.00 FEET, FOR A TOTAL DISTANCE OF 280.00 FEET, TO AN EXISTING #5 REBAR WITH CAP;

5. S 03° 18' 27" E, AND WITH THE EAST LINE OF THE LANDS OF ROBERT L. MARLOW AND WIFE HEATHER M. MARLOW, (DEED BOOK 15588 PAGE 333, CABARRUS COUNTY REGISTER OF DEEDS), A DISTANCE OF 617.38 FEET, TO AN EXISTING #5 REBAR WITH CAP;
6. S 85° 56' 14" E, A DISTANCE OF 90.02 FEET, TO AN EXISTING #5 REBAR WITH CAP;
7. N 61° 05' 26" W, A DISTANCE OF 87.74 FEET, TO AN EXISTING #5 REBAR WITH CAP, SAID EXISTING #5 REBAR WITH CAP BEING THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 4.233 ACRES MORE OR LESS, AND IS SHOWN ON A PLAT TITLED "BOUNDARY SURVEY OF TRACT 2-3, MAP BOOK 89 PAGE 85, PIN 5527-12-6235 AND PIN 5527-12-3144", BY CESI, (CESI JOB NUMBER 210100.000 LINKER SURVEY).

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

ATTEST:

Janet Rackley
Janet Rackley, Clerk

Jennifer Teague
Jennifer Teague, Mayor



ORDINANCE #7022

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

WHEREAS, the Town of Harrisburg has been petitioned under G.S. 160A-58.1 to annex the area described below; and

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

WHEREAS, the Town of Harrisburg Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Harrisburg Town Hall, 4100 Main Street, Suite 101, Harrisburg, N.C. on March 14th, 2022, after due notice by Independent Tribune; and

WHEREAS, the Town of Harrisburg finds that the area described therein meets the standards of G.S. 160A-58,1(b), to wit:

- a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Town of Harrisburg;
- b. No point of the proposed satellite corporate limits is closer to another municipality than to the Town of Harrisburg;
- c. The area described is so situated that the Town of Harrisburg will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;
- e. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Harrisburg; and

WHEREAS, the Town Council further finds that the petition has been signed by all owners of the real property in the area who are required by law to sign; and

WHEREAS, the Town Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town of Harrisburg and of the area proposed for annexation will best served by annexing the area described;

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, the following described non-contiguous territory is hereby annexed and made part of the Town of Harrisburg:

LEGAL DESCRIPTION TRACT 2, AND TRACT 3, MAP BOOK 89 PAGE 85

ALL THAT REAL PROPERTY IN CABARRUS COUNTY, STATE OF NORTH CAROLINA LYING SOUTH OF PAUL LINKER ROAD, A PRIVATE 60 FOOT RIGHT OF WAY, (DEED BOOK 812, PAGE 284, CABARRUS COUNTY REGISTER OF DEEDS), AND SHOWN AS TRACT 2, AND TRACT 3, OF MAP BOOK 89 PAGE 85, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT AN EXISTING NAIL WITH PLASTIC WASHER HAVING A NORTH CAROLINA GRID ~ NAD 83(2011) COORDINATES OF N= 571,528.93 FEET, E= 1,521,369.74 FEET;

THENCE N 39° 58' 45" E, A GROUND DISTANCE OF 547.26 FEET (GRID DISTANCE OF 547.18 FEET, COMBINED GRID FACTOR = 0.99985189) TO AN EXISTING #5 REBAR WITH CAP AT THE SOUTHEAST CORNER OF THE LANDS OF DANIEL A. LINKER (DEED BOOK 15588 PAGE 336, CABARRUS COUNTY REGISTER OF DEEDS), SAID EXISTING #5 REBAR WITH CAP BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE LINES OF DANIEL A. LINKER (DEED BOOK 15588 PAGE 336, CABARRUS COUNTY REGISTER OF DEEDS), THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. N 61° 05' 26" W, A DISTANCE OF 193.71 FEET TO A COMPUTED POINT, SAID COMPUTED POINT BEING N 05° 14' 16" W, AND DISTANT 52.07 FEET OF A #6 REBAR;
2. N 05° 14' 16" W, PASSING AN EXISTING #5 REBAR WITH CAP AT 39.88 FEET, FOR A TOTAL DISTANCE OF 321.08 FEET TO AN EXISTING 1 INCH IRON ROD IN THE CENTERLINE OF PAUL LINKER ROAD, A 60 FOOT PRIVATE RIGHT OF WAY (DEED BOOK 812 PAGE 284, CABARRUS COUNTY REGISTER OF DEEDS);
3. N 18° 11' 24" E, AND WITH THE CENTERLINE OF SAID PAUL LINKER ROAD, A DISTANCE OF 160.88 FEET, TO AN EXISTING 1/2 INCH IRON ROD;
4. N 87° 06' 53" E, AND CONTINUING WITH THE SAID CENTERLINE OF PAUL LINKER ROAD, PASSING AN EXISTING #5 REBAR WITH CAP AT A DISTANCE OF 140.00 FEET, FOR A TOTAL DISTANCE OF 280.00 FEET, TO AN EXISTING #5 REBAR WITH CAP;
5. S 03° 18' 27" E, AND WITH THE EAST LINE OF THE LANDS OF ROBERT L. MARLOW AND WIFE HEATHER M. MARLOW, (DEED BOOK 15588 PAGE 333, CABARRUS COUNTY REGISTER OF DEEDS), A DISTANCE OF 617.38 FEET, TO AN EXISTING #5 REBAR WITH CAP;
6. S 85° 56' 14" E, A DISTANCE OF 90.02 FEET, TO AN EXISTING #5 REBAR WITH CAP;
7. N 61° 05' 26" W, A DISTANCE OF 87.74 FEET, TO AN EXISTING #5 REBAR WITH CAP, SAID EXISTING #5 REBAR WITH CAP BEING THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 4.233 ACRES MORE OR LESS, AND IS SHOWN ON A PLAT TITLED "BOUNDARY SURVEY OF TRACT 2-3, MAP BOOK 89 PAGE 85, PIN 5527-12-6235 AND PIN 5527-12-3144", BY CESI, (CESI JOB NUMBER 210100.000 LINKER SURVEY).

Map recorded at Cabarrus County Register of Deeds, Book _____ Page _____

Section 2. Upon and after April 11th, 2022, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Harrisburg and shall be entitled to the same privileges and benefits as other parts of the Town of Harrisburg. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Harrisburg shall cause to be recorded in the office of the Register of Deeds of Cabarrus County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of the ordinance. Such a map shall also be delivered to the Cabarrus County Board of Election, as required by G.S. 163-288.1.

Adopted this 11th day of April, 2022

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of changes to the Harrisburg Code of Ordinances.

Presenting Personnel:

Lee Connor, Assistant Town Manager, Robert Donham, Town Engineer

Suggested Motion or Action:

If approved:

Motion to approve changes to the Harrisburg Code of Ordinances as presented.

Description/Background:

Session Law 2021-138 decriminalizes a number of our Town ordinances. Because of this, those changes need to be incorporated into the Town's Code of Ordinances. Rich Koch has been working on this and his proposal for the changes is provided for Council review. A properly held public hearing was conducted in March, and a vote on the changes will be considered at this Council meeting.

Recommendation:

Based on the direction of the new State law, Town staff recommends approval of this ordinance change.

Fiscal Impact:

None

Attachments:

1. Harrisburg Criminal Ordinance



AN ORDINANCE TO IMPLEMENT STATE CRIMINAL JUSTICE REFORMS

WHEREAS, a violation of a Town ordinance is a misdemeanor punishable by of up to a fine of \$500.00 for each offense, in accordance with N.C.G.S. § 14-4 and sections 10.99 (A) of the Town of Harrisburg Code of Ordinances; and,

WHEREAS, the General Assembly of North Carolina enacted Part XIII of Session Law 2021-138, which, in part, requires local governments to specify criminal penalties for each individual criminal offense; and,

WHEREAS, as the Harrisburg Town Council intends to maintain existing criminal penalties to the maximum intent allowed under law.

NOW, THEREFORE BE IT ORDAINED by the Harrisburg Town Council as follows:

Section 1. General Penalties.

Section 10.99 (A) of the Town of Harrisburg Code of Ordinances, North Carolina, is hereby amended to read as follows:

Section 10.99 (A). General Penalty.

(A) Any person violating or failing, refusing or neglecting to comply with any provision or requirement of any section or subsection of this Code, or any ordinance of this county now in force or hereafter enacted, that is specifically designated as a misdemeanor and to which no specific criminal penalty is affixed, shall be punished in accordance with N.C.G.S. § 14-4 and shall be fined in an amount not to exceed \$500.00 for each offense.

~~(A) Unless otherwise provided herein, each violation of this Code shall constitute a misdemeanor, except as otherwise provided by statute, and violations of such provisions of this Code shall be punished by fine or imprisonment as by law provided.~~

(B) Violations of this Code shall constitute either a misdemeanor, if allowed, or at the election of the town, shall subject the offender to a civil penalty upon the issuance of a citation for said violation as hereinafter provided. The civil penalty, if not paid to the town within 15 days of the issuance of a citation, may be recovered by the town in a civil action in the nature of

debt. Unless otherwise provided by a specific provision of this Code, such civil penalties shall be in the amount of \$50.00 for each violation, and each day any single violation continues shall be a separate violation.

(C) In addition to the civil penalties set out above, any provision of this Code or any other town ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, the general court of justice shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application of the town for equitable relief that there is an adequate remedy at law.

(D) In addition to the civil penalties set out above, any provision of the Code or any other town ordinance that makes unlawful a condition existing upon or use made of real property may be enforced by injunction and order of abatement by the general court of justice. When a violation of such a provision occurs, the town may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction and/or order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65 in particular.

(E) An order of abatement may direct that buildings or other structures on the property be closed, demolished, or removed; that fixtures, furniture, or other movable property be removed from buildings on the property; that abandoned or junked vehicles be removed; that improvements or repair be made; or that any other action be taken that is necessary to bring the property into compliance with this Code or such ordinance. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by such order, he may be cited for contempt, and the town may execute the order of abatement. The town shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanic's and material-man's lien. The defendant may secure cancellation of an order of abatement by paying all cost of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by judicial order. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(F) The provisions of this Code and any other town ordinances may be enforced by one, all, or a combination of the remedies authorized and prescribed by this section. ~~Any ordinances adopted by the Town Council, the violation of which shall incur a penalty, shall be construed to incur the criminal penal provisions of this section, unless a civil penalty is specified in the ordinance.~~

(G) (1) Upon determination of a violation of any section of this Code, the penalty for which is or may be a civil penalty, the town may but is not required to cause a warning citation to be issued to the violator. Such citation shall set out the nature of the violation, the section violated, and the date of the violation and shall contain an order to cease the violation immediately. If the violation is in the nature of an infraction for which an order of abatement would be appropriate in a civil proceeding, a reasonable period of time may be stated within which the violation must be abated. The warning citation may specify that a second citation shall incur a civil penalty, together with costs and attorney fees.

(2) Upon failure of the violator to obey the warning citation, a civil citation shall be issued by the appropriate official of the town and either served directly on the violator, his duly designated agent, or the registered agent if a corporation, either in person or posted in the United States mail service by first class mail addressed to the last known address of the violator as contained in the records of the town or obtained from the violator at the time of issuance of the warning citation. The violator shall be deemed to have been served upon the mailing of such citation. The citation shall direct the violator to appear before the Town Council or its designee within 15 days of the date of the citation or, alternatively, to pay the citation by mail. The violation for which the citation is issued must have been corrected by the time the citation is paid; otherwise, further citations shall be issued. Citations may be issued for each day the offense continues until the prohibited activity is ceased or abated.

(H) If the violator fails to respond to a citation within 15 days of its issuance and pay the penalty prescribed therein, the town may institute a civil action in the nature of debt in the appropriate division of the general court of justice for the collection of the penalty, costs, attorney fees, and such other relief as permitted by law.

Section 2. General Penalties regarding Sewer

50.99 Penalty. (A) (1) In addition to any other remedies cited in this chapter for the enforcement of the provisions of this chapter, the regulations and standards contained in this chapter may be enforced through the issuance of citations by the appropriate town official. These citations shall be in the form of a civil penalty. The town may recover this penalty in a civil action in the nature of a debt if the offender does not pay the penalty within 72 hours after being cited for a violation. In addition, failure to pay the civil penalty within 72 hours may subject the violator to criminal charges, in accordance with N.C.G.S. § 14-4 and shall be considered a misdemeanor with a fine in an amount not to exceed \$500.00 for each offense. The following civil penalties are established for violations under this section:

- (a) Warning citations: correct violation within ten days.
- (b) First citation, \$25.00
- (c) Second citation, for same offense, \$100.00
- (d) Third and subsequent citation for same offense, \$200.00

(2) These civil penalties are in addition to any other penalties which may be imposed by a court for violation of the provisions of this code of ordinances.

(B) In addition to the foregoing enforcement provisions, this chapter may be enforced by any remedy provided in N.C.G.S. § 160A-175 including, but not limited to, all appropriate equitable remedies issued from a court of complete jurisdiction as provided in G.S. § 160A-175(e). This section specifically provides that each day's continuing violation shall be a separate and distinct offense.

50.36 (E) Add to end of ordinance section: A violation of this section is punishable as a misdemeanor.

50.41. Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

50.43. Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

50.62 (C). Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

50.88. Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

Section 3. General Penalties regarding Water

51.99 Penalty. (A) (1) In addition to any other remedies cited in this chapter for the enforcement of the provisions of this chapter, the regulations and standards contained in this chapter may be enforced through the issuance of citations by the appropriate town official. These citations shall be in the form of a civil penalty. The town may recover this penalty in a civil action in the nature of a debt if the offender does not of this chapter, the regulations and standards contained in this chapter may be enforced through the issuance of citations by the appropriate town pay the penalty within 72 hours after being cited for a violation. In addition, failure to pay the civil penalty within 72 hours may subject the violator to criminal charges in accordance with N.C.G.S. § 14-4 and shall be considered a misdemeanor with a fine in an amount not to exceed \$500.00 for each offense. The following civil penalties are established for violations under this section:

- (a) Warning citations: correct violation within ten days.
- (b) First citation, \$25.00
- (c) Second citation, for same offense, \$100.00
- (d) Third and subsequent citation for same offense, \$200.00

(2) These civil penalties are in addition to any other penalties which may be imposed by a court for violation of the provisions of this code of ordinances.

(B) In addition to the foregoing enforcement provisions, this chapter may be enforced by any remedy provided in N.C.G.S. § 160.175 including, but not limited to, all appropriate equitable remedies issued from a court of complete jurisdiction as provided in N.C.G.S. § 160A-175(e). This section specifically provides that each day's continuing violation shall be a separate and distinct offense.

51.18. Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

51.19. Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

51.20. Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

51.54. Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

51.55. Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

51.56. Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

Section 4. General Penalties regarding Stormwater

53.076 (C) Criminal penalties. Violation of this chapter may be enforced as a misdemeanor in accordance with N.C.G.S. §14-4 with a fine in an amount not to exceed \$500.00 for each offense.

Section 5 General Penalties regarding Abandoned Vehicles

90.99 Penalty. (A) (1) In addition to any other remedies cited in this code of ordinances for the enforcement of the provisions of this code of ordinances, the regulations and standards contained in this code of ordinances may be enforced through the issuance of citations by the designated town official. These citations shall be in the form of a civil penalty. The town may recover this penalty in a civil action in the nature of a debt if the offender does not pay the penalty within 72 hours after being cited for a violation. In addition, failure to pay the civil penalty within 72 hours may subject the violator to criminal charges, in accordance with N.C.G.S. § 14-4 and shall be considered a misdemeanor with a fine in an amount not to exceed \$500.00 for each offense. The following civil penalties are established for violations under this section:

- (a) Warning citations: correct violation within ten days.
- (b) First citation, \$25.00
- (c) Second citation for same offense, \$100.00
- (d) Third and subsequent citation for same offense, \$200.00

(2) These civil penalties are in addition to any other penalties which may be imposed by a court for violation of the provisions of this code of ordinances.

(B) In addition to the foregoing enforcement provisions, this chapter may be enforced by any remedy provided in N.C.G.S. § 160A-175 including, but not limited to, all appropriate equitable remedies issued from a court of complete jurisdiction as provided in N.C.G.S. § 160A-175(e). This section specifically provides that each day's continuing violation shall be a separate and distinct offense.

90.02 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

90.03 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

Section 6 General Penalties regarding Noise Control

~~Any person violating or failing, refusing, or neglecting to comply with any provision or requirement of any section or subsection of this chapter shall be punished as provided in § 10.99.~~

91.99 Violation of this chapter may be enforced as a misdemeanor in accordance with N.C.G.S. § 14-4 with a fine in an amount not to exceed \$500.00 for each offense.

91.01 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

Section 7 General Penalties regarding Public Nuisances

92.08 The procedure set forth in this chapter shall be in addition to any other remedies that may now or hereafter exist under the law for the abatement of public nuisances and this chapter shall not prevent the Town Council from proceeding in a criminal misdemeanor action against any person, firm or corporation violating the provisions of this chapter as provided in N.C.G.S. § 14-4, with a maximum fine of \$500.00.

Section 8 General Penalties regarding Streets and Sidewalks

93.99 (A) (1) In addition to any other remedies cited in this chapter for the enforcement of the provisions of this chapter, the regulations and standards contained in this chapter may be enforced through the issuance of citations by the designated town officials. These citations shall be in the form of a civil penalty. The town may recover this penalty in a civil action in the nature of a debt if the offender does not pay the penalty within 72 hours after being cited for a violation. In addition, failure to pay the civil penalty within 72 hours may subject the violator to a misdemeanor criminal charge, with a maximum fine of \$500.00 as provided in N.C.G.S. § 14-4. The following civil penalties are established for violations under this section:

- (a) Warning citations: correct violation within ten days.
- (b) First citation, \$25.00
- (c) Second citation for same offense, \$100.00
- (d) Third and subsequent citation for same offense, \$200.00

(2) These civil penalties are in addition to any other penalties which may be imposed by a court for violation of the provisions of this code of ordinances.

(B) In addition to the foregoing enforcement provisions, this chapter may be enforced by any remedy provided in N.C.G.S. § 160A-175 including, but not limited to, all appropriate equitable remedies issued from a court of complete jurisdiction as provided in N.C.G.S. § 160A-175(e). This section specifically provides that each day's continuing violation shall be a separate and distinct offense.

93.02 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

93.10 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

93.11 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

93.12 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

Section 9 General Penalties regarding Animals and Fowl

94.99 (New Section) Any person violating or failing, refusing or neglecting to comply with any provision or requirement of any section or subsection of this chapter shall be punished as provided in Section 10.99.

Section 10 General Penalties regarding Fire Prevention and Protection

95.104 New Section Any person violating or failing, refusing or neglecting to comply with any provision or requirement of any section or subsection of this chapter, that is marked as constituting a misdemeanor shall be punished as provided in Section 10.99.

95.001 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.002 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.003 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.004 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.005 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.006 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.007 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.008 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.009 (B) Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.010 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.011 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.012 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.013 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.014 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.015 (B) Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.070 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.076 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

95.103 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

Section 11 General Penalties regarding Alarm Systems

96.99 A person commits a ~~class 3~~ misdemeanor criminal offense punishable by § [10.99](#) of this code if he violates by commission or omission any provision of this chapter that imposes upon him a duty or responsibility.

96.03 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

96.04 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

96.06 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

96.07 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

96.08 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

96.09 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

Section 12 General Penalties regarding Parks and Recreation

97.99 (A) Parking violations with corresponding fines are listed below:

- (1) Parking or blocking in handicapped area: \$50.00
- (2) Speeding and/or reckless driving: \$50.00
- (3) Parking on grass: \$50.00
- (4) Parking on road shoulder: \$50.00
- (5) Parking in fire lane: \$50.00
- (6) Other parking violations: \$50.00

(B) Violation of any provision of this subchapter which also constitutes a violation of the criminal or motor vehicle laws of the state or the town shall be punishable as provided in such other law or ordinance. Violation of any other provision of this subchapter shall constitute a misdemeanor under N.C.G.S. § 14-4 and shall be punishable by a fine of not more than ~~\$50.00 or imprisonment not exceeding thirty days, or both.~~ \$500.00.

97.02 Add to end of ordinance section. A violation of any subsection is punishable as a misdemeanor.

97.03 Add to end of ordinance section. A violation of any subsection is punishable as a misdemeanor.

97.04 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

97.05 Add to end of ordinance section. A violation of any subsection is punishable as a misdemeanor.

97.06 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

97.07 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

97.08 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

97.09 Add to end of ordinance section. A violation of any subsection is punishable as a misdemeanor.

97.10 Add to end of ordinance section. A violation of any subsection is punishable as a misdemeanor.

Section 13 General Penalties regarding Housing Code

98.99 (A) In addition to other penalties, any person who fails, neglects or refuses to make corrections shall be subject to a civil penalty of \$100.00 for the first day following the expiration

of the time period specified in the order for such repair, alteration or improvement. A \$10.00 per day penalty shall be imposed for each subsequent day that the unfit dwelling or dwelling unit remains in violation of the order. If a person fails to pay the civil penalty within ten days after being notified of the amount due, the town shall seek to recover the penalty together with all costs by filing a civil action in the General Court of Justice in the nature of a suit to collect a debt.

(B) The violation of any provision of this chapter shall constitute a misdemeanor, as provided by N.C.G.S. § 14-4 with a maximum fine of \$500.00. In addition to the remedy specified in this and in other sections of this chapter, the provisions of this chapter may also be enforced by the town by injunction and order of abatement or by any other equitable remedy issuing from a court of competent jurisdiction, as specified in N.C.G.S. §§ 153A-123(d) and (e).

98.03 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

98.04 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

98.05 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

98.06 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

98.07 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

98.08 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

98.09 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

98.10 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

98.11 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

98.12 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

98.15 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

98.16 (C) Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

Section 14 General Penalties regarding Urban Archery in Deer Season

99.99 (A) Unless otherwise provided herein, each violation of this code shall constitute a misdemeanor, except as otherwise provided by statute, and violations of such provisions of this code shall be punished by ~~fine or imprisonment~~ a maximum fine of \$500.00 ~~as by law provided~~ or as otherwise provided in N.C.G.S. § 14-4.

(B) Violations of this code shall constitute either a misdemeanor or, at the election of the town, shall subject the offender to a civil penalty upon the issuance of a citation for said violation as hereinafter provided. The civil penalty, if not paid to the town within 15 days of the issuance of a citation, may be recovered by the town in a civil action in the nature of debt. Unless otherwise provided by a specific provision of this code, such civil penalties shall be in the amount of \$50.00 for each violation, and each day any single violation continues shall be a separate violation.

(C) In addition to the civil penalties set out above, any provision of this code or any other town ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, the general court of justice shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application of the town for equitable relief that there is an adequate remedy at law.

(D) In addition to the civil penalties set out above, any provision of the code or any other town ordinance that makes unlawful a condition existing upon or use made of real property may be enforced by injunction and order of abatement by the general court of justice. When a violation of such a provision occurs, the town may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction and/or order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65 in particular.

(E) An order of abatement may direct that buildings or other structures on the property be closed, demolished, or removed; that fixtures, furniture, or other movable property be removed from buildings on the property; that abandoned or junked vehicles be removed; that improvements or repair be made; or that any other action be taken that is necessary to bring the property into compliance with this code or such ordinance. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by such order, he or she may be cited for contempt, and the town may execute the order of abatement. The town shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanic's and materialman's lien. The defendant may secure cancellation of an order of abatement by paying all cost of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by judicial order. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(F) The provisions of this code and any other town ordinances may be enforced by one, all, or a combination of the remedies authorized and prescribed by this section. Any ordinances adopted by the Town Council, the violation of which shall incur a penalty, shall be construed to incur the criminal penal provisions of this section, unless a civil penalty is specified in the ordinance.

(G) (1) Upon determination of a violation of any section of this code, the penalty for which is or may be a civil penalty, the town may but is not required to cause a warning citation to be issued to the violator. Such citation shall set out the nature of the violation, the section violated, and the date of the violation and shall contain an order to cease the violation immediately. If the violation is in the nature of an infraction for which an order of abatement would be appropriate in a civil proceeding, a reasonable period of time may be stated within which the violation must be abated. The warning citation may specify that a second citation shall incur a civil penalty, together with costs and attorney fees.

(2) Upon failure of the violator to obey the warning citation, a civil citation shall be issued by the appropriate official of the town and either served directly on the violator, his or her duly designated agent, or the registered agent if a corporation, either in person or posted in the United States mail service by first class mail addressed to the last known address of the violator as contained in the records of the town or obtained from the violator at the time of issuance of the warning citation. The violator shall be deemed to have been served upon the mailing of such citation. The citation shall direct the violator to appear before the 1997 S-3 Town Council or its designee within 15 days of the date of the citation or, alternatively, to pay the citation by mail. The violation for which the citation is issued must have been corrected by the time the citation is paid; otherwise, further citations shall be issued. Citations may be issued for each day the offense continues until the prohibited activity is ceased or abated.

(H) If the violator fails to respond to a citation within 15 days of its issuance and pay the penalty prescribed therein, the town may institute a civil action in the nature of debt in the appropriate division of the general court of justice for the collection of the penalty, costs, attorney fees, and such other relief as permitted by law.

99.01 Add to end of ordinance section. A violation of any subsection is punishable as a misdemeanor.

Section 15 General Penalties regarding Business Registrations

110.99 (A) Criminal remedies. Conducting business within this town without a valid registration issued in accordance with the chapter, or without posting a registration in compliance with § [110.22](#) of this chapter, ~~is a misdemeanor punishable as provided in G.S. § 14.4,~~ subjects the violator to the civil penalties contained in Section 10.99. Each day that a person conducts business in violation of this chapter is a separate offense.

(B) Equitable remedies. ~~In addition to the criminal remedies set forth in division (A) of this section~~ and in compliance with N.C.G.S. § 160A-175(d), the town may seek an injunction against any person who conducts a business in violation of this chapter.

Section 16 General Penalties regarding Solicitation

111.99 This chapter may be enforced by any or both of the following ways as provided by law:

(A) Anyone violating any provision of this chapter shall be guilty of a ~~Class 3~~ misdemeanor and shall be punished in accordance with the provisions of N.C.G.S. § 14-4 and fined not more than ~~\$150.00 or imprisoned for not more than ten days~~ \$500.00.

(B) A violation of this chapter shall subject the violator to issuance of a citation in the amount of \$150.00 for each such citation. A citation remaining unpaid to the town after 15 days shall subject the violator to a civil penalty which may be recovered by the town in a civil action. A violation which is a continuing violation shall subject the violator to a separate citation for each day the violation continues.

Section 17 General Penalties regarding Weapons

130.99 Any person, firm or corporation violating the provisions of this chapter shall, upon conviction, be guilty of a misdemeanor and shall be punished in accordance with the provisions of N.C.G.S. § 14-4, with a maximum fine of \$500.00.

130.01 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

130.02 Add to end of ordinance section. A violation of this section is punishable as a misdemeanor.

No town ordinance regulating planning and regulation of development, stream clearing programs, regulating businesses and trades, outdoor advertising, solar collectors, cisterns and rain barrels, taxies, setback lines, curb cut regulations and tree ordinances cannot carry a criminal penalty.

NOTE:

Underlined words and phrases are additions to the ordinance provisions. Words and phrases that are crossed through are being deleted from the ordinance provisions. These cannot be adopted at the first meeting in which they are brought to the Council.



TOWN OF HARRISBURG

Agenda Item Details

Title:

2017 Transportation Bond Project Update

Presenting Personnel:

Mallory Hodgson, Project Manager

Suggested Motion or Action:

No proposed Motion

Description/Background:

In 2017, the Town residents approved the 2017 Transportation Bonds. At the time, this included road resurfacing, sidewalk projects and roadway improvements. The total amount of the bonds was \$4M. Since passing the bond package, project needs have shifted due to developer contributions to road improvements. After careful analysis by Finance, Engineering and Town Management, new projects have been identified that could replace some of the intersection improvements. These projects include additional funding for greenways, Hickory Ridge Road Sidewalk, and improvements to congestion on Hwy 49 and the Town Center area.

The presentation will recap the 2017 Transportation Bond projects and discuss the next steps for the remaining funding. This was discussed at the March 2022 Council meeting and had some changes recommended by Town Council. This update will include those modifications.

Recommendation:

No council action needed at this time.

Fiscal Impact:

All projects noted in this item are within the \$4M project budget for the 2017 Transportation Bonds.

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Guidelines for Events Requesting Beer & Wine Sales in Harrisburg Park

Presenting Personnel:

Jim Spina, Parks and Recreation Director

Suggested Motion or Action:

If approved:

Motion to approve Consideration Guidelines for events requesting beer & wine sales in Harrisburg Park.

Description/Background:

Last year, the Town Council asked that a policy be presented for consideration that addresses any request, from both within and outside our Town organization, for beer and wine sales and consumption at events inside Harrisburg Park. After consultation with Parks & Recreation staff, as well as Town Management, the attached proposed policy has been presented for Council consideration..

Recommendation:

Staff recommends this policy for approval.

Fiscal Impact:

N/A

Attachments:

1. Event-Alcohol Consideration



CONSIDERATION GUIDELINES

EVENTS REQUESTING BEER & WINE SALES IN HARRISBURG PARK

1. Event Organizers must request approval to serve/sell beer and wine at the time the facility is booked. Applications for requests are available through the Parks & Rec office and must be submitted at least ninety (90) days prior to the requested date of the event.
2. No liquor permitted, beer and wine sales/service only. No exceptions.
3. All youth programs held in the park must be completed prior to start of event.
4. If event occurs during summer season (Memorial Day-Labor Day), Splashpad facility shall be closed prior to start of event.
5. All handling/sales of alcohol must originate from a contracted third party who possess all appropriate licenses and certifications. Copy of contract must be submitted to Town no less than thirty days prior to event.
 - a. Proof of Minimum Liability Coverage for \$1,000,000 is required from the Brewery/Winery/Third Party with the Town of Harrisburg listed as additionally insured.
 - b. A copy of the North Carolina ABC Special Event Permit from the third party is required.
6. Event organizers must show liability coverage against alcohol-related issues/accidents pertaining to the event and must include language that lists the Town of Harrisburg and its employees/agents as additionally insured. Minimum liability coverage required is \$1,000,000 and the Town of Harrisburg must be listed as additionally insured.
7. A proposed layout must be submitted to the Town's Director of Parks & Recreation for his/her approval at least sixty (60) days prior to the event. Depending on size and/or scope of the event, and proposed layout, the Town may require that beer and wine be served and consumed in a dedicated "Beer & Wine Garden" that has well-defined boundaries denoted by stakes and rope or other approved barriers.
 - a. A minimum of two (2) people from your group must monitor the area to make sure the alcohol remains within any event boundary or required beer garden. Signs must be posted at the entry and exit stating, **"NO ALCOHOL BEYOND THIS POINT."**
8. Event Organizers must provide an ID Station, separate from the Beer and Wine Garden, with a clear process in place to denote those who are over 21 (i.e. Wristband). You must ensure that alcohol is NOT consumed by minors (age 20 and under).
9. Coordination with the Cabarrus County Sheriff's Office and Harrisburg Fire Marshal is mandatory. Any staff required for the event will be paid for by the event organizers. Payments will be made directly to officers at time of event.
10. The Town of Harrisburg has the right to accept or reject any application.
11. Town of Harrisburg events will follow all requirements apart from the application process and proof of insurance submittal.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of the Resolution for the Wastewater Allocation and Commitment Policy

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

If approved, motion to execute the resolution to adopt the Town of Harrisburg Wastewater Allocation Policy

Description/Background:

Recently, the Water and Sewer Authority of Cabarrus County (WSACC) system served by the Rocky River Regional Wastewater Plant (RRRWWTP) has experienced unprecedented rainfall and growth from new construction. These two impacts have together resulted in the RRRWWTP approaching its design capacity faster than anticipated. WSACC has been working with an engineering consultant to design the expansion of the RRRWWTP from 26.5 MGD to 34 MGD (the current permitted capacity) to support the increasing growth in the WSACC service area. The first phase of expansion is expected to be complete in 2024. This first phase of the expansion increase capacity by 3.5 MGD. The second phase of the expansion is scheduled to be complete in early 2027 and will add MGD in capacity at the RRRWWTP.

As a result of the limited available capacity at the RRRWWTP, The Town of Harrisburg, as a jurisdictional member of the Water and Sewer Authority of Cabarrus County (WSACC) has participated in the member jurisdiction-comprised allocation committee to determine the appropriate allocation for each member jurisdiction. The Town was permitted a percentage of the remaining capacity at the RRRWWTP.

With the allocation, Town Staff has concluded on the most appropriate policy to allocate the capacity to developments, which is detailed in the Wastewater Allocation and Commitment Policy. The attached resolution will formally enact the policy and provide Town staff with authority to accept or deny projects on the basis of sewer capacity availability. The policy outlines timeframes for projects to be completed and still be considered permitted for wastewater flow, and identifies appropriate prioritization evaluation criteria. The Town seeks to grant allocations in a way that will support economic growth, economic diversity, strengthening of the tax base, creation of jobs and promotion of high-quality development, while maximizing existing infrastructure and service delivery capacity. Town staff recognizes these efforts as being in the best interest of the Town, its citizens and stakeholders.

Recommendation:

Staff recommends approval of the attached Resolution for acceptance of the Town of Harrisburg Wastewater Allocation and Commitment Policy

Fiscal Impact:

There is no direct fiscal impact as a result of executing the attached resolution.

Attachments:

1. Council Resolution for Wastewater Allocation and Commitment Policy
2. Wastewater Allocation and Commitment Policy

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

RESOLUTION ADOPTING HARRISBURG
WASTEWATER ALLOCATION AND
COMMITMENT POLICY

WHEREAS, in November 2021 an Interlocal Wastewater Capacity Allocation Agreement (the "Allocation Agreement") was executed by Water and Sewer Authority of Cabarrus County (WSACC) and all of its member jurisdictions. This agreement provides for a method of distributing all available WSACC wastewater treatment capacity to each member jurisdiction under an agreed-upon formula; and

WHEREAS, the Town of Harrisburg ("Town") has invested substantial capital in the infrastructure necessary to support a growing, prosperous, and healthy community. Wastewater treatment capacity is among the most important elements of this infrastructure. Since 1992 this service has been provided to the Town by the Water and Sewer Authority of Cabarrus County ("WSACC"); and

WHEREAS, the intent of the attached Wastewater Allocation Policy ("Policy") is to provide for the judicious allocation of these resources in conformity with the growth-related priorities of the Harrisburg Town Council which are established and/or reconfirmed in the policy. Further, the underpinning structure of the Policy is to achieve a fair and reasonable balance between public interests and private interests; and

WHEREAS, the Policy is intended to manage the remaining capacity available until additional capacity is developed through the expansion of the Rocky River Regional Wastewater Treatment Plant; and

WHEREAS, the Policy is in the best interests of the residents and stakeholders of the Town to achieve for a fair and reasonable allocation of the Town's available wastewater capacity consistent with the Allocation Agreement to meet the needs of both public and private land development interests.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council hereby adopts the "Wastewater Allocation Policy" as presented at this meeting and authorizes and directs the Town Manager to implements the terms of the policy and this resolution.

Adopted this 11th day of April, 2022

Jennifer Teague, Mayor Attest:

Janet Rackley, Town Clerk



Town of Harrisburg

Wastewater Allocation and Commitment Policy

1. Term

- a. This policy shall control the preliminary allocation of sewer to projects requiring permits based upon 15A NCAC Subchapter 2T rules and the Water and Sewer Authority of Cabarrus County (“WSACC”) Sewer Allocation and Commitment Policy (“Policy”). This Policy may be amended by the Harrisburg Town Council at any time.

2. Policy Applicability.

- a. All development within the Town of Harrisburg (“Town”) which requires development approval in accordance with the Unified Development Ordinance (UDO) and any successor ordinance(s) will be required to make a request for a Wastewater Treatment Capacity Allocation Permit ("Allocation Permit"). Any existing development approval - with or without an Allocation Permit - that is modified or expanded in any way shall be considered a new allocation and will require a new Allocation Permit. More specifically, any increase in sewer collection/treatment impacts, including discharge limits and volume allocation will require a new Allocation Permit.

In general, parcels of land with an existing wastewater service connection at the time of the adoption of this policy is considered to have an existing wastewater treatment capacity allocation based on current land and/or building use. A parcel of land with no wastewater service connection at the time of the adoption of this Policy is considered to not have an existing wastewater treatment capacity allocation.

Approval of a new or modified Allocation Permit will be at the sole and absolute discretion of the Town and shall be in accordance with this Policy. An allocation committee comprised of the Town Manager, Deputy Town Manager, and one staff member from each of the following Town Departments - Engineering, Public Works, and Planning, shall make allocation determinations under this Policy and hereafter referred to as “Allocation Committee”.

- b. Notwithstanding the provisions of Section 3, the following types of developments are exempt from the requirements of this Policy:

1. A single- or two-family home on one existing, recorded lot at the time of the adoption of this Policy.
2. New or expanded accessory building on a lot, where a primary structure already exists.
3. New additions or interior renovations to existing residential or commercial buildings.
4. Property serviced by a septic system which will not be connected to the Town's wastewater system.

3. **General Policy.**

The Town seeks to grant wastewater allocations in a way that supports its economic growth, economic diversity, strengthening of the tax base, creation of jobs, and promotion of high-quality development, while maximizing existing infrastructure and service delivery capacity. To provide a foundation for this policy, the Harrisburg Town Council hereby adopts the following broad development priorities and determines that they are in the best interests of the Town, its citizens and stakeholders.

This Policy provides that all development projects seeking an Allocation Permit fall into one of three (3) categories as described below. The priorities are rank ordered (first being most important).

- a. **Priority 1: Economic Development and Strategic Reserve.** This priority consists of a strategic reserve of wastewater treatment capacity to support future projects or development sites that support the general policy statement at the beginning of this Section IV, the Town economic development process, or municipal or civic facilities. These projects fall into a wide range of the development process from conceptual to preliminary plat or preliminary site plan submittal. In some cases no specific project will have been identified and only a high-level development carrying capacity estimate (density and design) for a particular site will be used. This estimate will be prepared by the Town. Further, a reserve amount for a general land development category (and not a specific site) may be set aside. The decision to set aside capacity for these projects, future sites and development categories will be at the sole discretion of the Town. Generally, these projects, project sites or development categories are expected to have significant positive community impacts. These strategic reserve projects, sites and development categories are intended to align with the following strategic priorities:
 1. **Recent Town investments.** These are projects or project sites served by water, sewer, storm water, street, buildings or other such public investments currently secured by current Town debt obligations.
 2. **Town Center Development.** These are projects or project sites: 1) located in the

Harrisburg Town Center; and 2) identified by the Town as high quality that meets a Town need.

3. **Economic Development.** These projects or project sites include commercial, office and industrial development (and similar uses) which create significant tax base, create jobs and require limited public resources.
 4. **Improved Town services or infrastructure.** These are projects that, if developed, will result in significant improvements to existing Town services or infrastructure through private financial participation. Examples may be partnerships on water or sewer extensions that improve fire protection or water pressures or dedication of land for a public park. The improvements must be substantial in nature including a significant private commitment of funding or other public asset development.
- b. Priority 2: Previously Approved Projects. Due to existing substantial financial and operational commitments of private sector development entities based on good faith preliminary plat (residential) or preliminary site plan (commercial) approvals by the Town at the time this Policy is adopted, these projects will be considered for allocation of necessary sewer treatment capacity to support the project commencement and completion. Projects with preliminary plat or preliminary site plan approval must adhere to the application procedures of this policy. If, at any time there exists greater sewer treatment demand than there is available sewer treatment capacity, the Allocation Committee shall determine how the available capacity is allocated. These projects may also be subject to a phasing plan as directed by the Town. This is a "point in time" priority that will no longer be applicable after this Policy is adopted.
 - c. Priority 3: Waiting List Projects. These are projects that are not included in Section IV, subsections A or B above. The projects in this priority category become part of a waiting list and they are delineated as such on forms developed by Town staff. Initially, upon adoption of this Policy these are all projects that have an approved preliminary plat or preliminary site plan but have not been awarded an Allocation Permit by the Allocation Committee. Should additional wastewater capacity become available from WSACC or from projects not proceeding expeditiously in accordance with this Policy, then projects on the waiting list will become eligible for requesting an Allocation Permit. Prior to considering approval of an Allocation Permit for a project on the waiting list, the Town Engineering Department shall review the project plan and re-affirm and/or update the prioritization scoring results based on any changes that may have been made to the project. This potential for assigning additional allocation will only occur once every six (6) months after receiving updated capacity reports from WSACC (expected by the end of January and July of each year) except in extraordinary circumstances as approved by the Town Manager. Projects that have secured preliminary plat or preliminary site plan approval at the time of the adoption of this policy shall be given first consideration for additional allocation over other projects.

4. Procedure.

- a. Amount of sewer which may be allocated
 - 1. The amount of sewer available for allocation and attributable to any designated calendar year shall be the amount given by WSACC to the Town, as determined through the interlocal agreement and Town Council.
 - 2. The Town shall reserve at least 30 percent (30%) its available sewer allocation for Economic Development projects and as a Strategic Reserve. As Economic Development flow is allocated, non-residential flow will be used to re-balance the Economic Development reserve, if available.
 - 3. The Town shall allot from the remaining amount 40% to residential, 60% to non-residential .
 - 4. Mixed use projects may be allocated using allocations from the non-residential and residential allocations, if available and approved by Allocation Committee.
- b. The owner or developer of any project requiring an Allocation Permit from the Town shall submit a written application via a form provided by Town staff, for an allocation reservation. The application shall include detailed information on the amount of capacity necessary to serve the project, the nature of the project, project schedule and phasing in relation to demand of utility capacity, and other supporting information demonstrating how the project serves the needs and interests of the Town. In the case of industrial flows, additional information may be required and may be subject to other ordinances or policies of the Town and WSACC.
- c. Projects exempt from submitting a written application for wastewater treatment capacity allocation, still require Allocation Permit issued by the Town prior to construction commencing.
- d. In accordance with the Allocation Agreement, every six (6) months the updated wastewater treatment capacity available to the Town from WSACC will be reconciled with a list of projects that have applied for but have not yet received an Allocation Permit. At this time the Town will consider allocating some or all of its then available wastewater treatment capacity to strategic reserve projects and waiting list projects. There is no guarantee of any project receiving an Allocation Permit.

The assignment of any additional sewer treatment capacity allocation will only occur once every three (3) months except in extraordinary circumstances as approved by the Town Manager.

- e. Due to weather-related factors, the regulatory environment, and the dynamic nature of wastewater flow and treatment, accounting of available capacity is, by its very nature, inexact and subject to change. The Town will continually track allocation reservations granted and the amount of capacity available. Such reports do not constitute a policy statement, commitment or guarantee on the amount of capacity available for allocation.
- f. Allocation Permits issued by the Town will reserve the approved wastewater treatment

plant capacity and permit the completion by the applicant of construction drawings. The Allocation Permit issued by the Town will be followed by the corresponding final allocation approval by WSACC following the final approval of construction drawings by the Town.

- g. Allocation Permits are not transferrable except upon written consent of the Town.
- h. Preliminary Allocation approvals
 - 1. Allocation Committee will be the body to approve preliminary allocation requests.
 - 2. Projects with construction plans in review as of April 1, 2022 with activity in the past year will be presented first for approval. If approved, these projects will have 120 days to achieve final plan approval and flow acceptance. Projects thereafter (excluding Economic Development) will be presented quarterly to the Allocation Committee. The Town will approve Economic Development projects separately.
 - 3. The Allocation Committee will be presented with current allocation available, and the impact of the projects presented on remaining capacity. Projects will be assigned prioritization points based upon the point system attached.
 - 4. Residential approvals may be phased to allow a maximum of 50 units per year. The 50 units is within a project and not cumulative Town-wide.
 - 5. If approved by the committee, a Preliminary Sewer Allocation Permit shall be issued with the acceptance of Construction Documents for review by the Town. The Preliminary Permit will expire after six months. In the event where construction document approvals are not secured by the applicant within six months, a new Preliminary Sewer Allocation Permit will be required. A project must have a valid Preliminary Sewer Allocation Permit prior to receiving a final sewer allocation, which shall occur at the time of utility permitting. The final sewer allocation shall not be more than the preliminary sewer allocation approved
 - 6. Commencement of installation of water and/or sewer infrastructure shall begin within 120 days of final permit approval, or approval shall be revoked.. In cases where no utility extensions are necessary, construction permits must be obtained and building foundations constructed within 120 days of construction drawing approval or final allocation will be revoked.
 - 7. Any extension of preliminary or final sewer allocation timelines must be approved by the Town Manager.
- i. Project Prioritization Scoring
 - 1. Projects will be scored using the table below.

The project score is simply a guide for Town to evaluate the projects based on the given criteria. Project scores do not guarantee acceptance or rejection and projects are also not specifically competing against each other. Project scores are one evaluation technique for Town Staff. Final allocation authority is the sole decision of the Town.
 - 2. Projects deemed Economic Development projects will not be scored and will be evaluated by Town Council and potentially awarded an allocation through existing Economic Development processes.

RESIDENTIAL PRIORITIZATION EVALUATION

• Located within an adopted small area plan or growth nodes	+2
• Vertical mixed use	+2
• Redevelopment Site	+1
• Horizontal mixed use	+1
• Town Center Development	+1
• Construction of an existing Town C.I.P.	+1
• Low Density Storm Water Qualified	+2
• Mean lot sizes greater than $\frac{3}{4}$ acre	+2
• Significant non-required Park and Rec. elements	+1
• Contiguous Annexation	+1
• Non-Contiguous Annexation	-2

NON-RESIDENTIAL PRIORITIZATION EVALUATION

• Office	+1
• Located within an adopted small area plan or growth nodes	+1
• Part of an approved mixed-use plan or PUD	+1
• Contiguous Annexation (Non- economic development)	-1
• Non-Contiguous Annexation (Non- economic development)	-2
• Industrial use	+1
• Construction of an existing Town C.I.P.	+1
• Town Center Development	+3
• Caldwell Road Extension Area	+2

- j. Additional Factors which Town may consider.
1. Whether in Town's opinion, the application is for a land use which is consistent with the Town's adopted policies concerning growth and development, and
 2. Such other factors as may be identified by the Allocation Committee in its deliberations, which either suggest that a particular application promotes or undermines the public health or safety, or the general welfare of the Town.

5. General Conditions

- a. This Policy shall replace any previous practices or policies on wastewater treatment capacity allocations adopted by the Town.
- b. Due to the limited wastewater treatment capacity, it is the intention of this Policy to prohibit "capacity banking" where valuable wastewater treatment capacity is allocated but not used by a development project within a reasonable timeframe. More specifically all

allocation execution timeframes in accordance with section 4(a) shall apply to the priority categories described in Section 3(a-c) above unless otherwise approved by the Town Manager

- c. For large, multi-phase projects, an approved phasing plan will include specific timing of construction drawing submittals that will generally adhere to the principles of this policy; however, the first phase must comply with the timeframes of subsection 4(a). Notwithstanding the above, if contractual obligations between a developer and the Town provide a different schedule for securing these approvals the contractual obligations shall become the requirement.
- d. An Allocation Permit will expire if a project has not progressed in accordance with the timeframes described in Sections 4(a) above and any approved extensions. Projects with an expired Allocation Permit will be required to submit a new application. These projects will be placed on the waiting list described in Section 3(c).
- e. The final decisions on project phasing will be at the sole discretion of the Town Manager or designee due to the phased nature of sewer treatment capacity increases and the intent to provide a fair and equitable allocation of capacity to as many development projects as possible.
- f. If a project is unsuccessful in obtaining any required federal, State, or local government permit or approval the allocation shall be retracted. The Town shall bear no liability for any costs incurred by the applicant, or any further responsibility in the matter.
- g. Granting of a wastewater treatment capacity allocation does not imply or confer approval of any other applications or reviews as may be required by Town Ordinance or policy and does not imply or create any vested right.
- h. This policy shall be reviewed annually and, when appropriate, modified by Town Council.

6. Appeals Process

Any issue relating to a decision assigned to any project may be appealed to the Town Manager. A final decision shall be rendered by the Manager within ten (10) business days. Such decision may be appealed to the Town Council who shall hear the appeal at the next regularly scheduled council meeting and render a final decision within 45 days. Notice for any appeal shall be delivered to the Town Clerk for scheduling within five (5) business days following notice of the final decision by written notice or e-mail from the Town Manager.