



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

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

AGENDA

1. CALL TO ORDER

- A. The Town Hall Council Chambers will be open 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
- D. PLEDGE OF ALLEGIANCE
- E. SPECIAL PRESENTATIONS
- F. PUBLIC COMMENT - Anyone wishing to address the Town Council may do so during the Public Comment section. Please state your name and address for the record, be courteous and do not repeat what has already been said. Please keep your comments about the subject and not personal in nature.

2. CONSENT AGENDA

- A. Consider the minutes of the June 13, 2022, Town Council Meeting
- B. Consider the minutes of the June 13, 2022, Closed Session
- C. Consideration of Approval of the Town Center Roadway Connection Project and Davis Creek Greenway Design Contracts with RK&K
- D. Consideration of Approval of the Stallings Road Sidewalk Extension Design Contract with Kimley-Horn and Associates, Inc.

- E. Consideration of Approval of the FY2023 Sanitary Sewer Evaluation Survey Project Contract with Duke's Root Control
- F. Centralina Regional Council Charter Ratification Resolution

3. COMMUNICATIONS

- A. TOWN MANAGER/FINANCE MONTHLY REPORT
- B. LAW ENFORCEMENT UPDATE
- C. FIRE DEPARTMENT UPDATE
- D. MAYOR'S COMMENTS
- E. COUNCIL COMMENTS

4. PUBLIC HEARINGS

5. OLD BUSINESS

- A. H2022-02-R: Consideration of annexation and rezoning a portion of parcel (PIN 5517-31-9093) off Stallings Rd for a single-family home.
- B. H2022-04-R: Consideration of annexation and rezoning of a parcel at 9625 Reedy Ln associated with a request for the Town's services.
- C. Consideration of Contracts for Fire Training Grounds
- D. Consideration of Resolution by the Governing Body Whereby the Establishment and Maintenance of Accounts Have Been Authorized to Facilitate Investment in Commercial Paper.

6. NEW BUSINESS

- A. Consideration of appointment to the Fire Advisory Board
- B. Consideration of Approval of the Land Purchase Contract for the Little Property for the Back Creek Greenway Project

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 June 13, 2022, Town Council Meeting

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the June 13, 2022, Town Council meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. June 13 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, June 13, 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, Rodney Dellinger, Altyn Cotell, Rick Russo 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

Two agenda changes were proposed:

- Move Items 2C and 6A to the July Town Council meeting.

MOTION:

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

1C.

INVOCATION

Reverend Rody Carland from Providence Baptist Church conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

- Presentation by Addison Williams, Miss Harrisburg. Presented information on her Konnected Kindness Platform – anti-bullying program for middle and high school students. Councilmember Staton-Williams invited Addison to attend a Youth Council meeting to present her program there.

1F.

PUBLIC COMMENT

None

2.

CONSENT AGENDA

- A. Consider the minutes of the April 27, 2022, Town Council Budget Meeting
- B. Consider the minutes of the May 9, 2022, Town Council Meeting
- C. Consider Contract for Fire Training Grounds
- D. Consider Capital Project Ordinance Amendments
- E. Consider extending appointment terms of two Planning and Zoning Board members through August 31, 2022 to facilitate the new appointment process

MOTION:

Councilmember Smith made a motion to approve the Consent Agenda, minus Item 2C which has been moved to the July Town Council meeting. Second was made by Mayor Pro-Tem Price. **The motion passed 7-0.**

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

- Commended Fire and Public Works staff for their storm response after our recent tornado. Have received a lot of positive comments from residents.
- Congratulated employee Clay Heath who recently earned his Professional Engineer License.
- This will be the last Council meeting for Planning and Engineering Director Sushil Nepal. He will be leaving us for a larger city. We want to wish him well and thank him for his hard work and friendship over the last few years. Zac Gordon will be serving as Interim while we search for a new director.
- April Corley will also be leaving us temporarily for maternity leave.
- Planning and Zoning Advisory Board appointments – we would like to have a couple of Council members sit in on the interviews for this board. Councilmembers Patrick and Dellinger will sit in for the interviews.
- The June Planning and Zoning Advisory Board meeting is cancelled.
- Town Center paving will start next week.
- Stallings Road round-about – the road will close on June 16 and the project should be complete mid-August.
- At the most recent County Commissioners meeting a discussion was held concerning potential locations for the new library. We think it's important to keep the library in the core part of Harrisburg and would like to write a letter to the Commissioners expressing these wishes. They will be discussing this again on June 20.

Finance Report:

Finance Director Brian Lee presented the Finance report.

Law Enforcement Report:

Lt. Chris Measimer presented the Law Enforcement report.

Fire Department Report:

Fire Chief Bryan Dunn presented the Fire Department report

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

- Each year the Charlotte Business Journal highlights rising stars in the community; their 40 Under 40. This year, Councilmember Ian Patrick was recognized as one of those 40 Under 40 for both his professional and civic contributions to the community. Congratulations Councilmember Patrick!
- Congratulations to our Town Manager, Rob Donham, for graduating from the Leadership Cabarrus Program.
- We had a great crowd at the Rockin' the Burg concert last Saturday. We hope to see everyone at our upcoming July 4th celebration and the next concert in August.

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

- Thanked the Fire and Public Works staff for their storm response following the recent tornado. Everyone did a great job, and it was nice to also see neighbors pulling together to help each other. Residents were very thankful for our employees and the work they have done.
- Met with the Town Manager last week to discuss several things, including concerns about Fuda Creek flooding, traffic buildup on Stallings Road turning onto Veterans, and other items as well. Grateful to be able to meet with the Town Manager to discuss issues.
- Sustainability Advisory Board (SAB) – had elementary students present recycling program information recently. Would like to have them come to a Council meeting to present as well.

- The SAB will need a new staff liaison with the departure of Sushil Nepal. They would also like to discuss the Arbor Day program and see if it would be possible to include something in the water bills.

Councilmember Staton-Williams:

- Also thanked everyone who worked on the tornado response. Very fortunate to have such great employees.
- June 18 – Juneteenth parade will be held in Concord beginning at 11:00 am.
- June 25 – another Juneteenth celebration to be held in Marvin Caldwell Park

Councilmember Smith:

- NCDOT is looking to distribute funds with up to an 80% match for projects. Mr. Donham stated that we are investigating what projects we have that may qualify for these funds.

4A.

PUBLIC HEARING

Consider approval of the FY2023 Budget Ordinance, Fee Schedule, Capital Improvement Plan, Tax Rate, and Water and Sewer Rate Resolution. In the May Town Council meeting, the budget was presented to the Town Council with the public given an opportunity to ask questions and comment, as well as being made available for public inspection. A public hearing is required to be held to receive additional input from the public. The public hearing is held and closed at the June Council meeting.

Town Manager, Rob Donham, provided a budget presentation summarizing the proposed FY2023 budget.

Copies of the Manager's Recommended Budget and the proposed FY2023 budget ordinance, FY2023 Schedule of Fees and FY2023 CIP have been provided. The budget was generated using a tax rate of \$0.435 per \$100 valuation and is accompanied by a Water and Sewer Rate Resolution which provides for up to a 5% rate increase annually.

The Public Hearing was opened.

Speaking:

- Nicole Eskew, 8010 Wycombe Ct., Harrisburg – deferred her time to James Eskew
- James Eskew, 8010 Wycombe Ct., Harrisburg – spoke against the tax increase in the proposed budget
- Jeff Phillips, 6005 The Meadows Lane, Harrisburg – spoke against the tax increase in the proposed budget
- Mike Thevenin, 6809 Market Way, Harrisburg – spoke in favor of the tax increase in the proposed budget
- Melanie Freeman – Town Clerk read an email that was sent in from Ms. Freeman, who could not attend the meeting tonight. The email expressed her opinion against the tax increase in the proposed budget.
- Bruce Gibbs, 8002 Wycombe Ct., Harrisburg – spoke against the tax increase in the proposed budget
- Tony, Harrisburg – spoke in favor of the tax increase in the proposed budget

The Public Hearing was then closed.

Mayor Teague thanked staff and Council for the hard work on the preparation of this budget.

All Councilmembers spoke concerning the amount of work and consideration that each of them put into the preparation of this budget and why they are either in favor of or against the tax increase that is included.

Mr. Donham also spoke to Council thanking them for the time and effort they put into this budget.

After discussion, the following actions were taken:

MOTION #1:

Councilmember Smith made a motion to approve the Budget Ordinance, Fee Schedule and Capital Improvement Plan as presented. Second was made by Mayor Pro-Tem Price. **The motion passed 5-2 (Councilmembers Russo and Staton-Williams voting against).**

MOTION #2:

Councilmember Smith made a motion to set the tax rate for FY2023 as \$0.435 per \$100 valuation and to be collected by the Cabarrus County Tax Office. Second was made by Mayor Pro-Tem Price. **The motion passed 5-2 (Councilmembers Russo and Staton-Williams voting against).**

MOTION #3:

Councilmember Smith made a motion to approve the Water and Sewer Rate Resolution as presented. Second was made by Mayor Pro-Tem Price. **The motion passed 5-2 (Councilmembers Russo and Staton-Williams voting against).**

Mayor Teague recessed the meeting for a few minutes.

Following the recess, business resumed.

4B.

PUBLIC HEARING

H2022-02 R – Consider annexation and rezoning a portion of parcel (PIN 5517-31-9093) off Stallings Road for a single-family home. The property owners of parcel 5517-31-9093 have submitted a request to subdivide and rezone a portion of this parent parcel, approximately 4.25 acres of land located off Stallings Rd and annex into the Town.

A portion of the proposed parcel is currently in the Town's ETJ and the remainder is in the County.

Rezoning/annexation will keep the parcel in one jurisdiction and allow the owner to build a single-family home on the newly created lot. To achieve this, the applicant is requesting that the properties be rezoned from County LDR (Low Density Residential) to RE (Residential Rural Estate). The RE district has a maximum density of 0.80 dwelling units per acre. The proposed density is 0.24 dwelling units per acre and the lot meets the RE dimension requirements per the UDO.

The newly created lot will require annexation to take it out of the County and the Town's ETJ. The Planning and Zoning Board recommended approval at their May meeting.

A staff report has been provided for more information, but there are no site-specific plans for these parcels. Staff is recommending approval of the rezoning request as presented.

Sushil Nepal presented the background information.

The Public Hearing was opened.

Speaking: none

The Public Hearing was then closed.

Final action on this request will be taken at the July 11, 2022, Town Council meeting.

4C.

PUBLIC HEARING

H2022-04 R – Consider rezoning a parcel at 9625 Reedy Lane associated with an annexation request for the Town's services. The property owners of the parcel addressed 9625 Reedy Lane have submitted a request to rezone the parcel, approximately 15 acres of land located off Reedy Lane. The applicant proposes to annex the parcel into the Town of Harrisburg town limits to have access to the Town's sewer services for the lot. The lot is currently in Cabarrus County. To achieve this, the applicant is requesting that the property be rezoned from County CRR (Countryside Residential) to RE (Residential Rural Estate). The RE district has a maximum density of 0.80 dwelling units per acre. The proposed density is 0.067 dwelling units per acre and the lot meets the RE dimension requirements per the UDO.

The property in question is in the County and requires annexation. The Planning and Zoning Board recommended approval at their May meeting.

A staff report has been provided for more information, but there are no site-specific plans for these parcels. Staff is recommending approval of the rezoning request as presented.

Sushil Nepal presented the background information.

The Public Hearing was opened.

Speaking: none

The Public Hearing was then closed.

Final action on this request will be taken at the July 11, 2022, Town Council meeting.

5A.

OLD BUSINESS

H2021-04 R – Consider Conditional Rezoning and Zoning Map Amendment for Cook Out property off Hwy. 49 and Z-Max Blvd. Higgins Benjamin, PLLC, on behalf of the property owners of 2 parcels 5507-45-2736 and 5507-45-2524 has submitted a request to rezone approximately 1.54 acres of land located 5235 NC Hwy 49 on the southeast corner of the intersection at Z-Max Blvd. The applicant proposes to develop a drive-thru restaurant on the parcels. To achieve this, the applicant is requesting that the property be rezoned from EC (Employment Center) to CZ-GC (Conditional Zoning General Commercial) district.

The property is within the Town limits and will not require annexation. The Planning and Zoning Board reviewed the request and recommended approval at their April 19, 2022, meeting. Town Council held their Public Hearing on this request at their May 9th meeting.

A staff report, along with the Rezoning Site Plan and supporting documents have been provided for more information and your consideration. If approved, staff will continue reviewing the site plan in accordance with our Unified Development Ordinance (UDO) during the subsequent Construction Document (CDs) reviews. The staff is recommending approval of the rezoning request with conditions included in the staff report.

Sushil Nepal presented the background information.

After some discussion, the following action was taken:

MOTION:

Mayor Pro-Tem Price made a motion to approve the Conditional Rezoning and Zoning Map Amendment for Cook Out property off Hwy. 49 and Z-Max Blvd, with the conditions as set forth in the staff report. Second was made by Councilmember Patrick. **The motion passed 7-0.**

CONSISTENCY STATEMENT:

Based on the application, staff report and presentation, this rezoning as proposed with the conditions included, is consistent with the provisions of the Harrisburg Area Land Use Plan and is therefore reasonable and in the public interest.

MOTION:

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

5B.

OLD BUSINESS

H2021-06 (R) – Consider Annexation, Conditional Rezoning and Zoning Map Amendment for Properties off Robinson Church and Peach Orchard Rd. 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 Town Council public hearing for the rezoning and annexation was held at the May 9, 2022, Council meeting. The Planning and Zoning Board reviewed and recommended approval of the rezoning request at their March 2022 meeting.

Below are the changes incorporated into the Rezoning Site Plan, based on the feedback received during the public hearing:

- *The cross-section of the main connector road through the subdivision has been revised and changed to a 3-lane cross-section (2 travel lanes and 1 turn lane where needed, landscape where no turn lanes). The bike lanes were removed from both sides of the streets, the sidewalk on one side is now converted to a 10 ft. multi-use path while the other side remains a standard 5 ft. sidewalk.*

- *The road geometry of connector road as it exits the subdivision has been revised to reflect the proper angle needed for future continuation of connector road as adjacent site develops.*
- *The stub connecting Hawthorne subdivision will have to remain in place to meet the connectivity goal of the Town, a raised crosswalk has been added to alleviate the concern of speeding.*
- *Based on the discussions with Sheriff, an easement has been added to install a pad at the corner of Robinson Church and Peach Orchard to provide space for the Sheriff to monitor speed as needed to address speeding concerns.*
- *Condition 11 has been added to address the need for longer driveway to reduce spillover of vehicles onto sidewalk: Applicant agrees to have garages setback a minimum of 30' from public sidewalk/right of way to allow for enough parking space and not have the vehicle spill over to sidewalk.*
- *Condition 12 has been added to address rental concern: Applicant agrees that there will be no more than 10% of the residential units as rentals at any given time and will be restricted as such by the deed restrictions.*

A staff report, along with the Rezoning Site Plan and other supporting documents has been provided for more information and 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. The staff is recommending approval of the rezoning request with conditions included in the staff report.

Sushil Nepal presented the background information.

After some discussion, the following action was taken:

MOTION:

Councilmember Dellinger made a motion to approve the Annexation, Conditional Rezoning and Zoning Map Amendment for Properties off of Robinson Church and Peach Orchard Rd H-2021-06 (R) with the conditions as set forth in the staff report and including the changes incorporated into the Rezoning Site Plan, and the addition of Conditions 11 and 12. Second was made by Councilmember Russo. **The motion passed 7-0.**

CONSISTENCY STATEMENT:

Based on the application, staff report and staff presentation, this rezoning as proposed and with the conditions included in the staff report as well as the two additional conditions (11 and 12) is consistent with the provisions of the Harrisburg Area Land Use Plan and is therefore reasonable and in the public interest.

MOTION:

Councilmember Dellinger made a motion to approve the Consistency Statement as proposed. Second was made by Mayor Pro-Tem Smith. **The motion passed 7-0.**

6A.

NEW BUSINESS

Consideration of Resolution by the Governing Body Whereby the Establishment and Maintenance of Accounts Have Been Authorized to Facilitate Investment in Commercial Paper. This item was moved to the July Town Council meeting.

7.

ACTION ITEMS

None

8.

CLOSED SESSION

Councilmember Smith made a motion to go into Closed Session to discuss legal matters. Second was made by Councilmember Dellinger. **The motion passed 7-0.**

Upon returning from Closed session the following action was taken:

MOTION:

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

9.

ADJOURNMENT:

MOTION:

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

ATTEST:

Jennifer Teague, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the June 13, 2022, Closed Session

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the June 13, 2022, Closed Session.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of the Town Center Roadway Connection Project and Davis Creek Greenway Design Contracts with RK&K

Presenting Personnel:

Mallory Hodgson, Project Manager

Suggested Motion or Action:

Motion to award two contracts to Rummel, Klepper & Kahl, LLP in the total amount of \$143,274.41 for the design of the Town Center Roadway Connection and Davis Creek Greenway Projects.

Description/Background:

The Town Center Roadway Connection Project proposes an approximate 360 LF extension of Hagler Street from the intersection of Carl Parmer Dr and Hagler St to the current stub out of Cambridge Dr, located in the recently constructed Davis Creek Subdivision. The Davis Creek Greenway Project proposes approximately 1,500 linear feet of asphalt greenway, with a 10-foot width, beginning at the intersection of Hagler St and Carl Parmer Dr and extending along Davis Branch Creek to the Davis Creek Subdivision property boundary. Both the roadway extension project and Greenway project in conjunction will provide additional vehicular and pedestrian access to Town Center via the Davis Creek Subdivision.

Staff recommends this connection to reduce traffic on Hwy 49 by creating an additional means of egress from Town Center and the Davis Creek/Cambridge Drive subdivisions.

RK&K will provide topographic survey, geotechnical subsurface investigation, roadway design, hydraulic design, greenway design, construction plans and specifications, permitting services, and bidding services.

RK&K was selected from a list of engineering firms previously vetted and selected with the RFQ for Transportation Bond Projects and On-Call Transportation Services in 2019. At this time, six consulting firms were selected for on-call transportation services based criteria such as performance on previous projects, the team's perceived ability to manage the project, deliver the project on time, add value or efficiency to the project, and provide understanding and innovation that provides a cost savings.

Recommendation:

Staff recommends awarding the two attached contracts with RK&K in the total amount of \$143,274.41 for the design of the Town Center Roadway Connection and Davis Creek Greenway Projects.

Fiscal Impact:

The fiscal impact of both contracts is a total of \$143,274.41. The cost of the Town Center Roadway Extension design is \$121,794.91 and will be funded by the 2017 Transportation Bonds under the multi-year Project Ordinance for Congestion Mitigation. The Davis Creek Greenway portion of the project will add \$21,479.50 to the total project cost and, in an effort to gain economy of scale and minimize permitting and bidding costs, the two projects will be designed and constructed together, which is why two separate contracts are being provided.

Both contracts have been reviewed and approved by the Town Attorney.

Attachments:

1. P22-0384_T01_Town Center Roadway Agreement
2. P22-0384_T02_Davis Creek Greenway Agreement
3. Cambridge Road Extension and Davis Creek Greenway Greenway Exhibit

**AGREEMENT
BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the
Town of Harrisburg _____ (“Client”) and
Rummel, Klepper & Kahl, LLP _____ (“Engineer”).

Client's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Task 01 – Town Center Roadway Connection Project _____ (“Project”).

Engineer's services under this Agreement are generally identified as follows:
Professional Engineering Services _____

Client and Engineer further agree as follows:

SERVICES OF ENGINEER

1.01 General Terms and Conditions

The attached Standard Terms and Conditions; Exhibit A – STANDARD TERMS AND CONDITIONS TO PROPOSAL FOR CONSULTING ENGINEERING AND SURVEYING SERVICES BETWEEN RUMMEL, KLEPPER & KAHL, LLP AND CLIENT are incorporated by reference into and are part of this Proposal. If Client directs RK&K to proceed without signing this Proposal, both the Proposal and the Terms and Conditions are deemed accepted as soon as RK&K commences work at the direction of Client.

1.02 Scope

Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit B.

1.03 Payments

Client shall pay Engineer on a Lump Sum basis per the fee proposal as set forth in Exhibit C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client: _____ Town of Harrisburg _____

Engineer: _____ Rummel, Klepper & Kahl, LLP _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

EXHIBIT A
STANDARD TERMS AND CONDITIONS TO PROPOSAL FOR
CONSULTING ENGINEERING AND SURVEYING SERVICES
BETWEEN RUMMEL, KLEPPER & KAHL, LLP AND CLIENT

1. These Terms and Conditions apply to and are a part of Rummel, Klepper & Kahl, LLP's (RK&K) Proposal to Client dated May 25, 2022. In the event of any conflict between these Terms and Conditions and the terms established in the body of the Proposal, the latter shall govern.
2. RK&K will perform its professional services in accordance with the prevailing standard of professional care for similar services in relation to projects of similar scope, size, and complexity. The quality of professional services shall be in accordance with this paragraph and shall be provided timely according to the project needs.
3. Client agrees to pay all invoices on receipt. After thirty days, interest shall accrue at the rate of one percent per month (simple). After forty-five days from receipt, RK&K may suspend services or terminate for default. Client shall defend, indemnify, and hold RK&K harmless from all claims, liability, and damages incurred by Client or others in the event of suspension for non-payment or termination for default. If, after a suspension for non-payment, RK&K is paid and agrees to resume services, Client shall compensate RK&K for all start-up and remobilization costs associated therewith.
4. RK&K's services are performed solely and exclusively for Client. No third-party beneficiaries are or will be recognized.
5. RK&K assumes no responsibility for construction means, methods, sequences, safety precautions, or safety programs in connection with the construction of the Project. These responsibilities are reposed exclusively in the Construction Manager and/or General Contractor charged with executing the work described in the Construction Documents.
6. Any construction cost or time estimates offered by RK&K represent the opinion of RK&K as an engineer having familiarity with general construction costs and practices. RK&K does not warrant and shall not be responsible for actual construction costs or construction time.
7. Client shall immediately bring to the attention of RK&K any errors or omissions observed in the services or work product of RK&K, after client becomes aware of such errors or omissions.
8. Performance of construction phase services, if any, shall not be construed to relieve the Contractor or Construction Manager from responsibility to perform the construction work in accordance with the Construction Documents and accepted industry standards. RK&K is not responsible for the Contractor's failure to perform the construction work in accordance with the Construction Documents.
9. Client shall require the Contractor and/or Construction Manager to include RK&K as an additional named insured on all policies of insurance required by or procured pursuant to the

Contract Documents.

10. Client and RK&K waive all claims against each other and shall require similar waivers from their respective contractors and consultants to the extent of any losses covered by a builder's risk or other property insurance covering the property or the Project.
11. No set-offs are permitted except with respect to claims for which RK&K has been adjudicated liable.
12. Unless otherwise expressly required by the terms of the Proposal, RK&K shall have no liability or responsibility for the presence, handling, or disposal of hazardous or toxic materials on the site.
13. If Client directs RK&K to perform services that are beyond the scope of the Proposal without first negotiating a lump sum fee, all such additional services shall be performed at 2.75 times direct personnel costs plus expenses. RK&K shall provide to Client an estimate for such services before performing them.
14. RK&K shall be entitled to rely on Owner-furnished information, including information relating to the program, scope, and budget for the Project. If the Owner-furnished information is incorrect, or if it changes, RK&K shall be entitled to additional services compensation at 2.75 times direct personnel costs plus expenses based on the actual time required to adapt to the correct or new information and/or revise work product in connection therewith. RK&K shall provide to Client an estimate for such services before performing them.
15. RK&K retains ownership of, and all intellectual property rights in, its instruments of service. Client shall be entitled to use this work product for this Project only and provided that RK&K is paid in accordance with the Proposal and these Terms and Conditions.
16. Client and RK&K agree to look exclusively to each other in the event of a claim arising out of the Proposal. Neither party will look to or make a claim against the principals or employees of the other.
17. Client and RK&K agree to waive all claims against the other for consequential damages arising out of or relating to, the Proposal or the services. Consequential damages include, without limitation, loss of profits, loss of use, loss of opportunities, and any other expectation losses.
18. The Proposal and these Terms and Conditions, and all services performed in connection therewith, shall be governed by the substantive law of the State in which the Project is situated.
19. The Proposal and these Terms and Conditions are an integrated document. If any one or more of these Terms and Conditions is held to be invalid, the balance shall survive.
20. RK&K shall provide Client with a current COI showing insurance coverages for their vehicles, worker's compensation, general liability and professional liability.

Town of Harrisburg
Task 01 – Town Center Roadway
Connection Project
Town of Harrisburg, Cabarrus County

EXHIBIT B
Scope of Work
May 25, 2022

Description of the Project

The Town of Harrisburg's Town Center Roadway Connection Project includes the construction of a new alignment roadway connecting Hagler Street and Cambridge Drive. This project will be completed in conjunction with the "Task 02 – Davis Creek Greenway" project. It is assumed that these projects will be completed concurrently, and that separate deliverables are not required for each project.

This scope includes the following general tasks as detailed in the "Description of Services":

- Roadway Design
- Hydraulic Design
- Erosion Control
- Structural Design
- Geotechnical Services
- Location Surveys
- Traffic Control

The following list of scope items are not anticipated for this agreement and are excluded from this scope of work:

- Project Administration and Coordination
- Natural Resources & Permitting
- Utility Coordination
- Utility Design and Permitting
- Public Involvement/Stakeholder Coordination
- NEPA Permitting
- ROW Plat preparation
- ROW Acquisition
- Subsurface Utility Exploration
- Utility by others plans/monitoring
- Construction Phase Assistance
- Landscape Design

Scope of Services

Description of Services

RK&K will provide professional services required for design and final construction plans for this project in accordance with the following tasks:

<u>Task</u>	<u>Page</u>
1. Project Administration and Coordination	3
2. Roadway Design	3
2.1. Preliminary Plans (30%)	4
2.2. Detailed Design Plans (90%).....	4
2.3. Final Plans (100% - RFC)	5
3. Hydraulic Design.....	6
3.1. Videotaping of Existing Pipes	6
3.2. Drainage Surveys.....	6
3.3. 100% Hydraulics Design	6
3.4. Permit Agency Meetings	7
3.5. FEMA Coordination	7
4. Erosion Control.....	7
4.1. 65% Clearing & Grubbing and Final Grade EC Plans	7
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5. Structural Design	8
5.1. Roadway Culvert #1 over Davis Creek	9
6. Natural Resources & Permitting.....	9
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8.2.1. Geotechnical Engineering Report	10
9. Location Surveys.....	10

Scope of Services

1. Project Administration and Coordination

RK&K shall provide routine project management and administration activities, including progress reports, project letters/correspondence, and Town of Huntersville coordination through the anticipated duration of this task order (6 months). Monthly progress reports with a percentage complete chart will be submitted to show the status of the project and will match the accompanying monthly invoice. Other administrative/management tasks will include the submittal of informal status updates, emails, and phone conversations.

We recognize at times face-to-face meetings are needed and RK&K shall make available, at reasonable times, discipline appropriate staff members to meet with Town staff to review the content and progress of the project. It is anticipated that one (1) in person meetings at the Town of Huntersville and/or project site will be required and three (3) virtual meetings have been included as well. RK&K will be responsible for meeting agendas (if needed) and summaries.

Coordination will also be maintained by RK&K with appropriate state and local agencies, stakeholders, or officials having an interest in the project. The Town will be advised of all contacts with other agencies.

RK&K will develop a draft project schedule including all major milestones to get to Final Plans for the Town's review and approval. Upon receiving all applicable comments on the draft schedule, RK&K will incorporate said comments and finalize the schedule for project implementation. Any changes or updates required during the project's progression will be provided to the Town.

All submittals will include an electronic version. The submittals will follow the required submittals on the schedule. Hours for these tasks have been included under "Roadway" in the fee estimate.

Deliverables
Progress reports
Schedule
Meeting Agendas and Notes
Meetings

2. Roadway Design

All plans shall be developed using MicroStation V8i and GEOPAK software. Corridor Modeler or Open Roads may be used for the final submittal for this project dependent on statewide software standards at that time as well as the software developer's support.

All design shall be based on 2018 AASHTO and NCDOT and Town of Harrisburg design criteria and standards.

Scope of Services

RK&K shall prepare roadway plans on plan and profile sheets at a scale of 1" = 50' horizontal and 1" = 10' vertical. RK&K shall prepare cross sections at a scale of 1" = 10'. Cross sections to be provided at 50-foot intervals.

The Roadway Design will include the following items:

2.1. Preliminary Plans (30%)

This preliminary design submittal (30%) shall include title sheet, typical sections, horizontal and vertical alignments for Hagler Street (-L-) line, approximately 365-ft in length. No secondary or "-Y- line", service roads or detour plans are included. This submittal will be an electronic submittal in PDF format.

RK&K will perform the following for this task:

- Prepare Design Criteria
- Prepare Title Sheet
- Prepare Typical Sections
- Prepare Preliminary Horizontal Layout
- Prepare Existing and Proposed Profile
- Prepare Preliminary Earthwork & Summary
- Prepare Plan Sheets
- Prepare Profile Sheets
- Prepare Preliminary Submittal Package
- Corridor Modeling

Deliverables

One (1) electronic copy of the plans, profiles, and cross-sections

One (1) electronic copy of design calculations

A revised set of 30% plans is not included. It is assumed that all comments received on the 30% submission can be incorporated into the 90% submission.

2.2. Detailed Design Plans (90%)

After the review of the preliminary plans, the following tasks will be performed: hydraulic design, and erosion control plan development. Plans shall be developed to a stage where they are approximately 90% complete. All existing roadways, structures, utilities, and other items affected by the project shall be shown in addition to the proposed construction. The plans shall include horizontal geometrics, pavements, drainage layout and calculations, right-of-way, easements, property lines, typical sections, and special details.

RK&K will furnish PDFs of the 90% plans in PDF format and construction quantities and estimate. No Right-of Way Acquisition is anticipated.

Scope of Services

RK&K will perform the following for this task:

- Incorporate revisions per 30% Town comments
- Incorporate Geotechnical Recommendations
- Plot Hydro on Plans, Profiles
- Design and Draft Special Details
- Prepare 90% Plan Package and submit for review
- Prepare Traffic Control Narrative
- Develop Quantities and Estimate

Deliverables

One (1) electronic copy of the 90% Plans

One (1) electronic copy of the Construction quantities and cost estimate

A revised set of 90% plans is not included. It is assumed that all comments received on the 90% submission can be incorporated into the 100% (RFC) submission.

2.3. Final Plans (100% - RFC)

RK&K shall develop final plans including a list of needed project special provisions and details for submittal of the unsealed final plans to the Town. RK&K will be responsible for providing project quantities, the list of required standards, and will coordinate with the Town to develop any special provisions needed for those documents.

RK&K will perform the following for this task:

- Incorporate revisions per Town comments
- Prepare and submit 100% Plans for review
- Prepare 100% Package for Submittal (Itemized as follows):
 - Prepare Final Quantity Computations
 - Prepare Earthwork Summary and Balance Card
 - Prepare Drainage Summary
 - Prepare Index of Sheets, General Notes, List of Standards, List of Special Provisions, Construction Cost Estimate
- Prepare Miscellaneous Summaries

Deliverables

- One (1) electronic copy of the 100% Plans
- One (1) electronic copy of the 100% Plans

RK&K will furnish one (1) hard copy set of the full-size plans as well as one (1) electronic set (in PDF format) which shall include specifications, special provisions, and sealed project plans. It is assumed that all roadway items will have a Town standard specification that can be utilized for this project. No writing of special provisions for roadway items is included in this scope.

Scope of Services

The Town will be responsible for the preparation of Contract Documents and dissemination of Contract Documents and plan sets for letting.

3. Hydraulic Design

RK&K Hydraulic Design staff will coordinate with RK&K Roadway Design staff during the Preliminary Design to help ensure decisions made in this phase do not negatively impact the development of the hydraulic design. Items of interest and input from the Hydraulic Design staff would be the need for storm drainage due to ditch depths, placement of cross pipes, etc. Special care will be made to limit any impacts from the development in the floodplain to the adjacent property owners.

The project is located in the Yadkin Pee-Dee Watershed. Upon approval of 30% Roadway Design, RK&K shall perform hydraulic field reconnaissance, final drainage studies, and designs in accordance with the following requirements. The project will utilize standards from the NCDOT Standards for Roads and Structures – 2018 edition. Stormwater Design will follow the guidance “Post-Construction Policy for Transportation Projects within Phase II Municipalities – Revised June 22, 2012.” An outfall analysis will be performed for each outfall for documentation of pre vs post discharges. This analysis will summarize the pre and post development discharges from the project without the use of any stormwater detention or best management practices. This scope assumes that no detention devices or stormwater control measures will be designed for the project.

3.1. *Videotaping of Existing Pipes*

The majority of the project is on new location. Existing storm drainage pipes will not be videotaped and inspected for condition.

3.2. *Drainage Surveys*

RK&K staff will visit the site to field verify stream dimensions and topography as needed to perform hydraulic modeling. RK&K will conduct field reconnaissance of existing and proposed drainage features within the project area to understand existing drainage patterns for the pipe and ditch systems.

3.3. *100% Hydraulics Design*

This task includes:

- Utilize the approved 30% design plans to begin drainage design. Engineer will develop hydraulic designs for roadway ditch designs, storm drainage systems, inlet locations, outfall analyses, and final cross pipe designs.
- Draft the proposed drainage features (storm drain systems, inlets, ditches, cross pipes, etc.) and associated labeling in a drainage DGN file utilizing Geopak Drainage software.
- Complete temporary drainage design necessary for construction
- Complete the hydraulic summary table

Scope of Services

- Complete Pre-versus Post Outfall analysis
- Perform limited Utility Conflict Analysis
- Prepare Flood Study for Davis Creek that reflects impacts related to the roadway/greenway crossing of the Creek.
- As the plans progress to the 100% stage, minor drainage designs revisions will be addressed. A hydraulic summary sheet and a tabulation of drainage related quantities will be developed. Drainage features will be indicated on the Plan/Profile Sheets for the purposes of identifying right of way and easement requirements. Drainage comments received from review of the 65% Plans will be addressed in writing and incorporated into the Final Plans.

3.4. Permit Agency Meetings

It is assumed that this project is not included in the NCDOT NEPA 401/404 Merger Process. This project does not include attendance at the 4B Agency Meeting, Field Meeting, or 4C Agency Meeting.

3.5. FEMA Coordination

FEMA CLOMR review fees will be requested by RKK and paid for by the Town. If a No-Rise is able to be obtained via offset area, then a CLOMR may be able to be waived via coordination with the Town Floodplain Manager. A LOMR is not included in this scope of work.

4. Erosion Control

RK&K Erosion and Sedimentation Control design staff will coordinate with RK&K Roadway Design staff during the Preliminary Design to help ensure decisions made in this phase do not negatively impact the development of the erosion and sedimentation control plans during the Final Design. RK&K will prepare Erosion Control design to ensure controls fit within the available right of way.

After approval of the hydraulic design, RK&K will evaluate the project and provide an erosion and sedimentation control design. This will incorporate at a minimum two phases: a clearing and grubbing phase and a final phase. Plans will be submitted to the NCDEQ DEMLR Regional office for review and approval. Erosion control plan review fees will be paid by RK&K and reimbursed by the Town.

4.1. 65% Clearing & Grubbing and Final Grade EC Plans

The task includes

- Project Investigation and Watershed Analysis: Collect information on project including permit documents and other documents that may influence design. Investigate watershed classification and streams, lakes, and other important waterbodies.
- Project Site Visit: Visit site to evaluate erosion control design needs for project.

Scope of Services

- EC Coordination for ROW: Determine ROW and TCE needs for erosion control measures and coordinate with Roadway design as necessary.
- Draft Erosion Control Plan Set will be submitted for Right of Way and Constructability Review – any comments to be incorporated into the RFC submission

4.2. 100% Clearing & Grubbing and Final Grade EC Plans

The task includes

- Design Clearing and Grubbing Erosion Control Plans: Delineate the sub watersheds that drain onto the project. Calculate Peak Flow Rate for the storm event. Minimize off-site water from draining onto project as much as possible. Size Clearing and Grubbing basins according to the surface area rule. Utilize skimmers and baffles in all basins that discharge into streams or other jurisdictional area. Including all CADD and GEOPAK work as well as plotting plan sheets for meetings.
- Design Pipe/Culvert Construction Phasing: Utilize recommended Hydraulic Unit's culvert or pipe phasing and design the appropriate erosion control measures to ensure compliance with regulations.
- Design Intermediate/Final Phase Erosion Control Plans: The final design should incorporate the Clearing and Grubbing Sediment Basins.
- Calculate Matting Requirements for Ditches and Slopes: Analyze and determine the matting needed for ditch lines and slopes throughout the project upon reaching final grade. All ditch lines with erosive flowrates shall be matted and slopes that are difficult to stabilize.

4.3. RFC Clearing & Grubbing and Final Grade EC Plans

The task includes

- Title Sheet, Details, Notes, & Specifications
 - Plan Preparation: Create Erosion Control Title Sheet, Details, Notes, Erosion Control Plan Sheets and Specifications
 - Submittal of Erosion Control Plans and Calculations: Submit both phases of the preliminary erosion and sedimentation control plans along with calculations and culvert phasing.
 - Revisions due to comments: Make corrections to the preliminary erosion and sedimentation control plans as directed by NCDEQ. Resubmit for approval.
- Plan Review & Rework
- Prepare & Submit Final Plans & Quantities: Determine quantities of materials needed and soil and sediment excavation required

5. Structural Design

RK&K Structure Design staff will provide preliminary engineering including design, plan preparation, and quantities for the specified structures. RK&K will coordinate activities with

Scope of Services

all appropriate engineering disciplines and bridge vendors. All bridges and culverts will be designed to meet the approved typical sections and grades. All bridges and culverts will be designed in accordance with the AASHTO LRFD Bridge Design Specifications 9th edition and the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges 2nd edition and 2018 NCDOT Standard Specifications unless otherwise noted. Culvert geometry will be in accordance with the approved CSR.

Deliverables

Culverts:

One (1) electronic copy of 90% Plans

One (1) electronic copy of Final Sealed Plans, Special Provisions, working day calculations, quantities, and lump sum breakdown.

5.1. Roadway Culvert #1 over Davis Creek

The task is the design of the roadway culvert #1 over Davis Creek. The culvert will be designed and detailed using standard NCDOT details and standard NCDOT wingwalls. Additional efforts related to approach design not anticipated for the roadway structure as these will be included in the roadway vertical profile design.

6. Natural Resources & Permitting

The Engineer will conduct a site/natural resources investigation to identify existence of streams, wetland areas and protected species habitat. The findings of the Natural Resources assessment will be summarized in a memo style report with figures. This task will also include a US Army Corps of Engineers nationwide permit (Section 404) and North Carolina Department of Environmental Quality water quality certification (Section 401). Additional species surveys, services or permitting efforts are not part of this scope.

7. Utility Coordination

This scope of work assumes that no new or relocated utilities will be designed as a part of this project and that utility work will be limited to coordination of project information with existing utility owners as noted below. Scope does not include design and permitting for any water or sanitary sewer relocations or monitoring of construction. Scope does not include preparation of UBO plans, agreement execution or relocation monitoring. No formal utility meetings are proposed for the effort.

RK&K will review all available data, and in coordination with the project surveyor, establish a list of known utility owners within the project limits. RK&K will contact these owners to solicit record plans and will review plans and survey data (as detailed in Appendix A) to identify potential conflicts with the proposed project. If any conflicts are apparent, RK&K will coordinate these with the Town to determine appropriate measures and to develop a supplemental scope for detailed utility coordination and monitoring.

Scope of Services

8. Geotechnical Services

RK&K Geotechnical Design staff will conduct subsurface investigations and prepare a Geotechnical Engineering Report for the proposed bridges and roadway.

8.1. *Field Investigations*

Prior to beginning the field investigations for the Geotechnical Subsurface Investigations RK&K will:

- Prepare a boring location plan the once the final roadway alignment is determined
- Order utility locates through the ULOCO NC.
- Contact property owners two weeks prior to commencing fieldwork.

The subsurface investigation scope is based on the Davis Creek Greenway Exhibit which was provided and includes the following:

- 1) SPT Soil Borings for the roadway borings. Borings will be spaced at approximately 200-ft align the alignment. The SPT Borings will be drilled to a depth of 10-ft.
- 2) 3 SPT Soil Borings for the proposed crossing and greenway. The SPT Borings will be drilled to a depth of 30-ft or SPT refusal, whichever occurs first.

We estimate that the field investigation will take 1 day to complete.

Upon completion of the field investigations the soil samples will be brought to RK&K's office where a geotechnical engineer will review the field logs and samples. Laboratory testing will be conducted on select samples and will include natural moisture determinations, soil classification testing and California Bearing Tests. Using the results of the laboratory testing the field logs will be updated and the Final Boring logs will be prepared using gINT borelog software.

8.2. *Report Deliverables*

8.2.1. *Geotechnical Engineering Report*

Once the boring logs are finalized, the Engineer will prepare a Geotechnical Engineering Report which will include the findings of the field investigation, geotechnical design and construction recommendations and engineering analysis. The report will include the following:

- 1) A brief review of the test procedures and results of all testing conducted.
- 2) General description of the site and subsurface conditions.
- 3) Roadway subgrade recommendations including undercut.
- 4) Culvert Recommendations
- 5) Earthwork recommendations, including borrow criteria.
- 6) Pavement Design Recommendations
- 7) Final Boring logs

9. Location Surveys

Please refer to the scope of work prepared by Stewart Engineering, Inc. in Appendix A

Appendix A

Location Survey Scope



Charlotte - Uptown
T 704.334.7925
F 704.334.7926

101 N. Tryon Street
Suite 1400
Charlotte, NC 28202

Revised May 25, 2022

RK&K

124 Floyd Smith Office Park Drive, Suite 240
Charlotte, NC 28262

ATTN: Roman B. Prokopovych, PE
Manager, Transportation

RE: Proposal for Geomatics Services – Design Survey
Davis Creek Greenway
Harrisburg, NC 28677
Stewart # GP22-0144Rev01

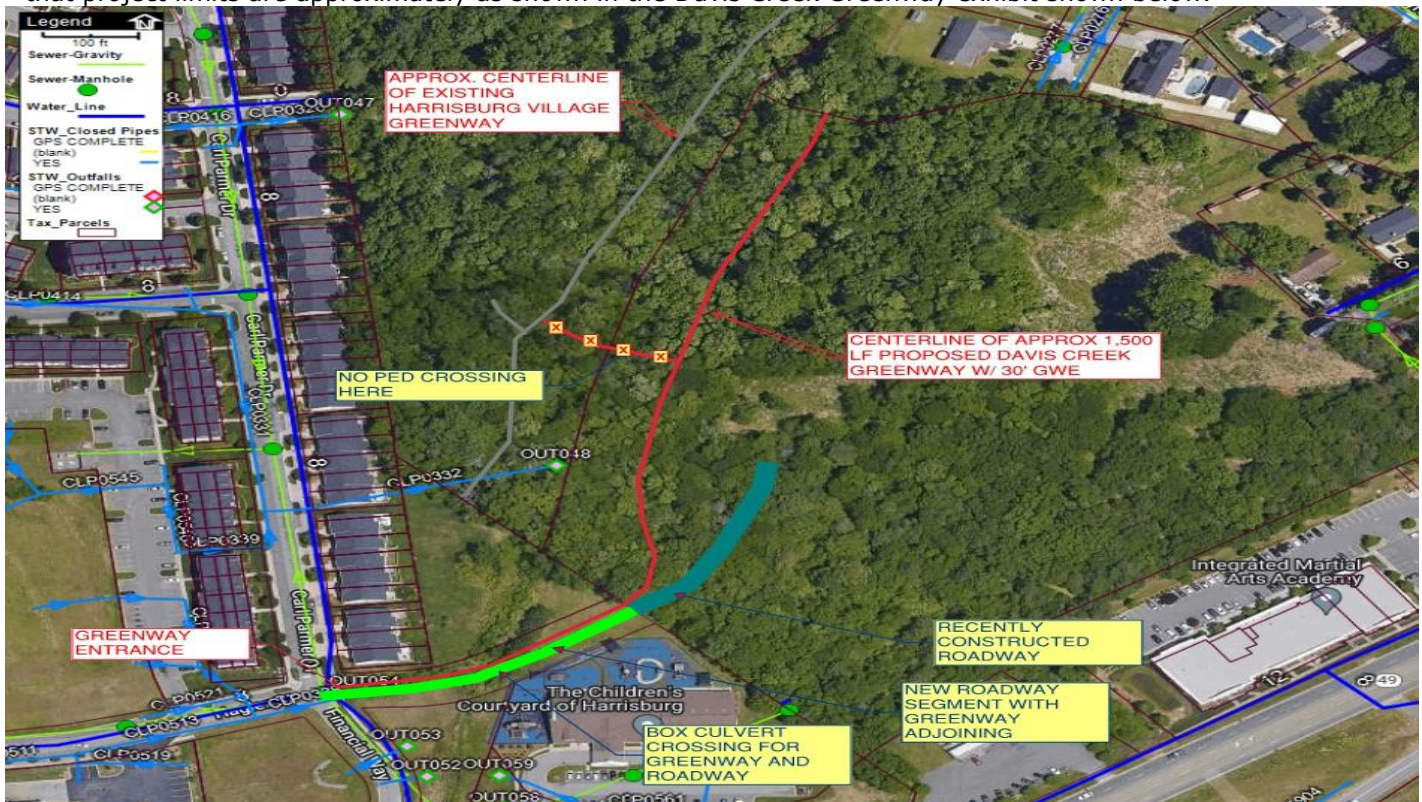
Dear Mr. Prokopovych:

Stewart is appreciative of the opportunity to provide you our proposal for Geomatics services on the above-mentioned property in Harrisburg, North Carolina. We look forward to working with you in this regard.

Please find below our project understanding, approach, scope of work and proposed compensation for your review. If, upon review, you have any questions, we would be happy to discuss them with you and make appropriate revisions prior to initiating the proposed Scope of Work.

PROJECT UNDERSTANDING

This proposal is based upon the discussions held between RK&K (Client) and Stewart in the preparation of this proposal. Stewart offers the following scope of services, fees and associated items. It is understood that project limits are approximately as shown in the Davis Creek Greenway exhibit shown below.





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T 704.334.7925
F 704.334.7926

101 N. Tryon Street
Suite 1400
Charlotte, NC 28202

SCOPE OF SERVICES

All survey services performed by Stewart will be completed by the standards as set forth by the Rules of Standard Practice as outlined by the North Carolina Board of Engineers and Land Surveyors and North Carolina General Statutes to include GS 47-30 (Mapping Requirements) and North Carolina Administrative Code - 21 NCAC 56.1606 (Specifications for Topographic and Planimetric Mapping, Including Ground, Airborne, and Spaceborne Surveys). The survey will be horizontally tied to the North Carolina State Plane Coordinate System under the North American Datum of 1983 (NAD83). Vertically, the project will be tied to the North American Vertical Datum of 1988 (NAVD88). The project's units will be the U.S. Survey Foot.

Design Survey

The scope limits are defined as approximately 1,500 LF of proposed greenway centerline with a one hundred (100) foot corridor width and described in emails received from the client on March 23, 2022, and May 23, 2022. The scope limits also include approximately 500 LF of recently constructed roadway connection at the property line and the box culvert crossing carrying the roadway segment and greenway as depicted on the sketch shown above.

Within the survey area, Stewart will survey the property boundaries of the subject parcels as well as for adjacent roadway rights-of-way and adjacent parcels in order to accurately depict existing property lines within the survey area. These measurements will be used to find property field boundary monumentation positions. Using this field data, the existing property record data acquired above will be analyzed with regard to associated field positions to determine property boundary and right of way locations throughout the project area. Record data will be acquired from sources to include the County Register of Deeds, the Owner, and other available sources that describe the Owner's parcel as well as adjacent parcels throughout the survey area. These documents will then be analyzed and where appropriate compared accordingly to illustrate property dimensions, descriptions and "called for" monumentation.

Stewart will perform an existing conditions survey to include existing improvements and surface features will be located by the survey inclusive of buildings, parking areas, sidewalks, concrete pads, curb/gutter, paving, pavement markings in parking lots and streets, driveways, street signage, walls, fences, ditches and visible improvements within the project area. Exterior of buildings within the project area will be dimensioned. Edges of wooded areas will be field located. Individual trees within wooded/natural areas will not be field located and are specifically excluded from this proposal. Within the survey limits, one (1) stream crossings will be surveyed and will include the top of bank, bottom of bank, and thalweg at a minimum. The stream locations will be obtained at fifty (50) foot intervals for a length of two hundred (200) feet upstream and two hundred (200) feet downstream of the proposed crossings.

Visible above ground evidence of utilities to include power poles, fire hydrants, traffic control, valves, etc. will be located by the survey. Corresponding top, bottom and invert elevations of storm and sanitary structures that are accessible and without the need for confined space entry will also be recorded. Pipe sizes entering and exiting these structures will also be noted where accurately attainable. Storm drainage and sanitary systems will be traced and located to one structure beyond the survey limits of the project.

A topographic survey of the area will be performed within the survey area. Elevations will be shown to the nearest 0.1' on lawn or "soft" areas while on paved or "hard" surfaces elevations will be shown to the nearest 0.01'. Contours will be created at a one-foot interval. Building finish floor elevations that are accessible will be obtained at each entrance of any building within the survey area limits.

DELIVERABLES

A final survey deliverable will include a drawing depicting the findings of the survey described above. This drawing will be provided in hardcopy and in AutoCAD 2020 Civil 3D format. Drawing layering system will be based upon a system established by the National Cad Standards (NCS). This drawing will be signed and sealed by a Professional Land Surveyor licensed to practice in the State of North Carolina.

SCHEDULE

Stewart agrees to provide services to the Client in the most expeditious manner as is practical and will adhere to the project schedule as appropriate and realistic.

EXCLUSIONS

The following items are excluded from the Scope of Services (most of these, if not all, can be provided at a later date as an additional service):

- Boundary, Subdivision, Recombination, Easement or Tree Conservation Platting Services
- Individual Tree Survey
- ALTA/NSPS Land Title Survey
- As-built Survey
- Subsurface Utility Engineering (SUE)
- Construction Surveying/Staking
- Legal Descriptions
- Wetland Delineation, Stream Determination and Tree Identification/Tagging
- Any Environmental Phase I or II investigations
- Review and Recordation Fees

ADDITIONAL SERVICES

Any item not contained in the scope of services or items outlined as exclusions are available from Stewart but will be deemed as an Additional Services. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

CLIENT RESPONSIBILITIES

It shall be the responsibility of the Client to provide the following items:

- Access to the site. Delays to field activities that are beyond our control, such as right-of-entry, security measures (e.g., gates, locked areas), on-site traffic interference, etc. may result in additional fees
- Any other electronic information on the site to be used in the preparation of plans
- Reasonable advanced notice of scheduled meetings
- Send notification forms to affected property owners
- Assistance in obtaining information from all other consultants on the design team as needed to complete our tasks. documents that would be beneficial during our evaluation
- All necessary permit and review fees
- Payment of all invoices per Conditions of the Agreement (See 3.01 A of General Conditions)



Charlotte - Uptown
T 704.334.7925
F 704.334.7926

101 N. Tryon Street
Suite 1400
Charlotte, NC 28202

COMPENSATION

Stewart agrees to provide professional services as outlined above in the Scope of Services. We have calculated these fees given the scope stated above using our current hourly billing rates with expected man-hours for the tasks set forth. Also, please note that we have broken down the compensation schedule to correlate with the above outlined tasks. We propose a lump sum fee (unless denoted otherwise) invoiced as a percent complete as follows:

Scope	Fee
Design Survey	\$ 21,210

CONCLUSION

If this proposal is acceptable, please execute and return a copy of the Agreement to this office.

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise this proposal if it appears that we have misunderstood some portion of the scope of services.

Respectfully submitted:
STEWART ENGINEERING, INC.

Approved by:
RK&K

Kris A. Gath, PLS
Manager of Survey, Geomatics

STEWART ENGINEERING, INC.

Date

J. Timothy Thomas, PLS
Associate Vice President
Director, Client Relationships, Geomatics

Enclosures

ATTACHMENT - 1
STEWART ENGINEERING, INC.
General Conditions
(As of March 1, 2022)

1.01 Standard of Care

- A. The standard of care of all professional services performed or furnished by Stewart under this Agreement will be performed with the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a reputable professional under similar circumstances practicing in the same or similar locality and shall conform to professional standards.

2.01 Additions/Change to Scope of Services

- A. Change orders, whether reflecting a reduction or increase in contract price, shall be submitted to Stewart in writing and requires Stewart's written approval prior to services being performed.

3.01 Payment

- A. Invoices: Invoices for Stewart's services shall be submitted, at Stewart's option, either upon completion of the phase of service or on a monthly basis. Invoices are due net 30 days. If Client fails to make any payment due Stewart for Services, extra services, or expenses within thirty (30) days after receipt of Stewart's invoice, then Stewart may, after giving three days written notice to Client, suspend Services under this Agreement until Stewart has been paid in full all amounts due for Services, extra services, expenses, and other related charges. Client waives any and all claims against Stewart for any such suspension.
- B. Payment: As compensation for Stewart providing or furnishing Services and extra services, Client shall pay Stewart as set forth herein. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Stewart in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

4.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated for cause:
1. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Stewart for its Services shall constitute a substantial failure to perform and a basis for termination.
 2. By Stewart:
 - a. upon seven days written notice if Client demands that Stewart furnish or perform services contrary to Stewart's responsibilities as a licensed professional; or
 - b. upon seven days written notice if Stewart's Services are suspended for more than 30 days for reasons beyond Stewart's control.
- B. Stewart shall have no liability to Client on account of a termination for cause by Stewart.

- C. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1 if the party receiving such notice begins, within three days of receipt of such notice, to correct its substantial failure to perform, proceeds diligently to cure such failure, and does cure such failure within no more than 14 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 14-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 30 days after the date of receipt of the notice.
- D. The Agreement may be terminated for convenience by either party upon 14 days written notice.
- E. In the event of any termination under Paragraph 4.01.D, Stewart will be entitled to invoice Client and to receive full payment for all Services and extra services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and extra services, Stewart's consultants' charges, if any, and any other reasonable costs incurred by Stewart as a result of such termination.

5.01 Indemnification and Insurance

- A. The Client shall indemnify and hold harmless Stewart and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) (collectively the "Claims") to the extent the Claims are proximately caused by a) Client's breach of contract, b) any negligent, reckless, or intentional act or omission of Client or Client's subcontractors, agents, or employees or c) any violation of applicable statutes or regulations by Client or Client's subcontractors, agents, or employees.
- B. Stewart shall indemnify and hold harmless the Client and its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) (collectively the "Claims") to the extent the Claims are proximately caused by a) Stewart's breach of contract, b) any negligent, reckless, or intentional act or omission of Stewart or Stewart's subcontractors, agents, or employees or c) any violations of applicable statutes or regulations by Stewart or Stewart's subcontractors, agents or employees, subject to the limitation of liability provisions herein.
- C. Stewart shall secure and endeavor to maintain professional liability insurance and commercial general liability insurance to protect Stewart from claims for negligence, bodily injury, death or property damage which may arise out of the performance of Stewart's services under this Agreement, and from claims under the Worker's Compensation Acts. Stewart shall, if requested in writing, issue certificates confirming such insurance to the Client.

6.01 Delay

- A. Should completion of any portion of the Services by Stewart be delayed, suspended, or impaired, through no fault of Stewart, then the time for completion of Stewart's Services, and the rates and amounts of Stewart's compensation, shall be adjusted equitably.

7.01 Instruments of Service

- A. All documents prepared or furnished by Stewart are instruments of service, and Stewart retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether

or not the Project is completed. Client shall have a limited license to use the documents on the Project, subject to receipt by Stewart of full payment due and owing for all Services and extra services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Stewart, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Stewart;
2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Stewart, as appropriate for the specific purpose intended, will be at Client's sole risk;
3. Client shall defend, indemnify and hold harmless Stewart and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Stewart; and such limited license to Client shall not create any rights in third parties.

8.01 Waiver of Consequential Damages

- A To the fullest extent permitted by law, Client and Stewart waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

9.01 Limitation of Liability

- A. STEWART AND CLIENT AGREE THAT STEWART'S (INCLUDING STEWART'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES) TOTAL LIABILITY TO THE CLIENT AND TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, BY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO \$25,000.00 FOR PROJECTS WITH A TOTAL FEE UNDER \$25,000.00 OR \$250,000.00 FOR PROJECTS WITH A TOTAL FEE OVER \$25,000.00.**

10.01 Disputes

- A Any disputes relating to or arising out of this Agreement or Stewart's Services shall be subject to mandatory mediation, which shall be a condition precedent to any form of binding dispute resolution. Client and Stewart shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions currently in effect and administered by counsel for the parties. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for

later proceedings. The Parties shall select a mutually agreeable mediator for any such dispute and the Parties agree to split the mediator's costs evenly. The Parties may mutually agree to waive mediation.

If such matter relates to or is the subject of a lien arising out of Stewart's performance of services, Stewart may proceed in accordance with applicable law to comply with the lien notice or filing deadline prior to resolution of the matter by mediation or by binding dispute resolution.

- B. Any disputes not resolved by mediation shall be subject to Arbitration administered in accordance with the Uniform Arbitration Act in effect in the State where the Project is located as of the date of this Agreement. If the State where the Project is located does not have a Uniform Arbitration Act, then it shall be administered in accordance with the American Arbitration Association.
- C. This Agreement shall be governed by the laws of the State where the Project is located. The Parties agree that any dispute or other legal action relating to this Agreement shall be conducted only in the country where the Project is located unless otherwise agreed to by the Parties or provided by law.

11.01 General Considerations

- A. Stewart shall not be responsible for any decision made regarding the construction contract requirements including but not limited to contractor means, methods, techniques, sequences, procedures of construction, any application, interpretation, clarification, or modification of the construction contract documents other than those made by Stewart or its consultants, any environmental hazards or pollutants at the Project site, or jobsite safety requirements.
- B. The Client shall not assign this Agreement without first obtaining the written consent of Stewart, and Stewart has no obligation to accept performance of this Agreement from anyone other than Client. Any purported assignment by Client in contravention of the terms of this Paragraph may be voided at Stewart's sole election. In the event Stewart provides written consent to an assignment, Client agrees that prior to the assignment Stewart shall be paid in full for all services performed up to the effective date of the assignment.
- C. A party's non-enforcement of any provision in the Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- D. This Agreement (including any expressly referenced Contract and incorporated attachments) constitutes the entire agreement between Stewart and Client and supersedes all prior written or oral understanding. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Client Initials: _____



STEWART

STRONGER BY DESIGN

ATTACHMENT – 2

STEWART

Project Billing Information

SECTION I: EXISTING CLIENT – PLEASE COMPLETE SECTION I ONLY (NEW CLIENT GO TO SECTION II)

Is there any change to the invoice requirements or contact information for this project **Yes** ☐ **No** ☐
If yes, identify any changes below:

Existing Client Name: _____

Change in Address: _____

Change in Phone #: _____

Change in Billing Contact: _____

Specific invoicing requirements:

SECTION II: NEW CLIENT– PLEASE COMPLETE ALL FIELDS

New Client Name (as it should appear on the invoice):

New Client Billing Address: _____

Business Phone #: _____

Please provide a Billing contact (or equivalent) for accounting to contact with any questions regarding an invoice:

Name: _____

Email: _____

Phone #: _____

Invoice Requirements

1. Is a PO number required on invoice? **Yes** ☐ **No** ☐ If yes, PO # is: _____
2. Is a Client Project # required on invoice? **Yes** ☐ **No** ☐ If yes, Project # is: _____
3. Is a lien waiver required for payment of invoice? **Yes** ☐ **No** ☐ (If yes please provide template)
4. Is additional backup documentation or reporting required with invoice? **Yes** ☐ **No** ☐ If yes, please describe:

-
5. Are there any other specific requirements needed for invoices? **Yes** ☐ **No** ☐ If yes, please describe:
-

ACH is the requested method of payment

PNC Bank, PO Box 826784 Philadelphia, PA 19182-6784

Routing#: 021052053

Account #: 74068236

Questions? - Please email accountsreceivable@stewartinc.com

DESIGN TASKS - ALL ITEMS LUMP SUM							
Task Number	Task Name	RK&K Hours	RK&K Labor	RK&K Expenses	RK&K Total	Sub-Consultant Fees	Design Team Task Total
1	PROJECT MANAGEMENT & ADMIN	19	\$ 3,609.96	\$ -	\$ 3,609.96	\$ -	\$ 3,609.96
2	ROADWAY DESIGN	128	\$ 14,991.92	\$ -	\$ 14,991.92	\$ -	\$ 14,991.92
3_4	HYDRAULIC DESIGN & EROSION CONTROL	236	\$ 24,102.18	\$ -	\$ 24,102.18	\$ -	\$ 24,102.18
5	STRUCTURES DESIGN	200	\$ 23,626.88	\$ -	\$ 23,626.88	\$ -	\$ 23,626.88
6	NATURAL RESOURCES & PERMITTING	76	\$ 9,585.50	\$ 379.20	\$ 9,964.70	\$ -	\$ 9,964.70
7	UTILITY COORDINATION	16	\$ 1,679.82	\$ -	\$ 1,679.82	\$ -	\$ 1,679.82
8	GEOTECHNICAL SERVICES	116	\$ 15,115.84	\$ 593.60	\$ 15,709.44	\$ 6,900.00	\$ 22,609.44
9	SURVEY	0	\$ -	\$ -	\$ -	\$ 21,210.00	\$ 21,210.00
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total		791	\$ 92,712.11	\$ 972.80	\$ 93,684.91	\$ 28,110.00	\$ 121,794.91

ENGINEERING FIRM NAME:
RK&K
124 Floyd Smith Office Park Drive, Suite 240
Charlotte, North Carolina 28173

CONTACT PERSON:
Roman Prokopovych, P.E.
Manager, Transportation
Telephone No: (704) 273-5101
Email: rprokopovych@RK&K.com

Cost Prepared by:
Roman Prokopovych, P.E.

5/25/2022

Town of Harrisburg
Project No. P22-0384

[illegible]

Town of Harrisburg
Project No. P22-0384

[illegible]

Town of Harrisburg
Project No. P22-0384

[illegible]

Town of Harrisburg
Project No. P22-0384

[illegible]

Town of Harrisburg
Project No. P22-0384

[illegible]

Task 01 - Town Center Roadway Connection Project
Town of Harrisburg
Project No. P22-0384

[illegible]

Town of Harrisburg
Project No. P22-0384

[illegible]

Town of Harrisburg
Project No. P22-0384

[illegible]

**AGREEMENT
BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the
Town of Harrisburg _____ (“Client”) and
Rummel, Klepper & Kahl, LLP _____ (“Engineer”).

Client's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Task 02 – Davis Creek Greenway _____ (“Project”).

Engineer's services under this Agreement are generally identified as follows:
Professional Engineering Services _____

Client and Engineer further agree as follows:

SERVICES OF ENGINEER

1.01 General Terms and Conditions

The attached Standard Terms and Conditions; Exhibit A – STANDARD TERMS AND CONDITIONS TO PROPOSAL FOR CONSULTING ENGINEERING AND SURVEYING SERVICES BETWEEN RUMMEL, KLEPPER & KAHL, LLP AND CLIENT are incorporated by reference into and are part of this Proposal. If Client directs RK&K to proceed without signing this Proposal, both the Proposal and the Terms and Conditions are deemed accepted as soon as RK&K commences work at the direction of Client.

1.02 Scope

Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit B.

1.03 Payments

Client shall pay Engineer on a Lump Sum basis per the fee proposal as set forth in Exhibit C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client: _____ Town of Harrisburg _____

Engineer: _____ Rummel, Klepper & Kahl, LLP _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

EXHIBIT A
STANDARD TERMS AND CONDITIONS TO PROPOSAL FOR
CONSULTING ENGINEERING AND SURVEYING SERVICES
BETWEEN RUMMEL, KLEPPER & KAHL, LLP AND CLIENT

1. These Terms and Conditions apply to and are a part of Rummel, Klepper & Kahl, LLP's (RK&K) Proposal to Client dated May 25, 2022. In the event of any conflict between these Terms and Conditions and the terms established in the body of the Proposal, the latter shall govern.
2. RK&K will perform its professional services in accordance with the prevailing standard of professional care for similar services in relation to projects of similar scope, size, and complexity. The quality of professional services shall be in accordance with this paragraph and shall be provided timely according to the project needs.
3. Client agrees to pay all invoices on receipt. After thirty days, interest shall accrue at the rate of one percent per month (simple). After forty-five days from receipt, RK&K may suspend services or terminate for default. Client shall defend, indemnify, and hold RK&K harmless from all claims, liability, and damages incurred by Client or others in the event of suspension for non-payment or termination for default. If, after a suspension for non-payment, RK&K is paid and agrees to resume services, Client shall compensate RK&K for all start-up and remobilization costs associated therewith.
4. RK&K's services are performed solely and exclusively for Client. No third-party beneficiaries are or will be recognized.
5. RK&K assumes no responsibility for construction means, methods, sequences, safety precautions, or safety programs in connection with the construction of the Project. These responsibilities are reposed exclusively in the Construction Manager and/or General Contractor charged with executing the work described in the Construction Documents.
6. Any construction cost or time estimates offered by RK&K represent the opinion of RK&K as an engineer having familiarity with general construction costs and practices. RK&K does not warrant and shall not be responsible for actual construction costs or construction time.
7. Client shall immediately bring to the attention of RK&K any errors or omissions observed in the services or work product of RK&K, after client becomes aware of such errors or omissions.
8. Performance of construction phase services, if any, shall not be construed to relieve the Contractor or Construction Manager from responsibility to perform the construction work in accordance with the Construction Documents and accepted industry standards. RK&K is not responsible for the Contractor's failure to perform the construction work in accordance with the Construction Documents.
9. Client shall require the Contractor and/or Construction Manager to include RK&K as an additional named insured on all policies of insurance required by or procured pursuant to the

Contract Documents.

10. Client and RK&K waive all claims against each other and shall require similar waivers from their respective contractors and consultants to the extent of any losses covered by a builder's risk or other property insurance covering the property or the Project.
11. No set-offs are permitted except with respect to claims for which RK&K has been adjudicated liable.
12. Unless otherwise expressly required by the terms of the Proposal, RK&K shall have no liability or responsibility for the presence, handling, or disposal of hazardous or toxic materials on the site.
13. If Client directs RK&K to perform services that are beyond the scope of the Proposal without first negotiating a lump sum fee, all such additional services shall be performed at 2.75 times direct personnel costs plus expenses. RK&K shall provide to Client an estimate for such services before performing them.
14. RK&K shall be entitled to rely on Owner-furnished information, including information relating to the program, scope, and budget for the Project. If the Owner-furnished information is incorrect, or if it changes, RK&K shall be entitled to additional services compensation at 2.75 times direct personnel costs plus expenses based on the actual time required to adapt to the correct or new information and/or revise work product in connection therewith. RK&K shall provide to Client an estimate for such services before performing them.
15. RK&K retains ownership of, and all intellectual property rights in, its instruments of service. Client shall be entitled to use this work product for this Project only and provided that RK&K is paid in accordance with the Proposal and these Terms and Conditions.
16. Client and RK&K agree to look exclusively to each other in the event of a claim arising out of the Proposal. Neither party will look to or make a claim against the principals or employees of the other.
17. Client and RK&K agree to waive all claims against the other for consequential damages arising out of or relating to, the Proposal or the services. Consequential damages include, without limitation, loss of profits, loss of use, loss of opportunities, and any other expectation losses.
18. The Proposal and these Terms and Conditions, and all services performed in connection therewith, shall be governed by the substantive law of the State in which the Project is situated.
19. The Proposal and these Terms and Conditions are an integrated document. If any one or more of these Terms and Conditions is held to be invalid, the balance shall survive.
20. RK&K shall provide Client with a current COI showing insurance coverages for their vehicles, worker's compensation, general liability and professional liability.

Exhibit B
Scope of Work

May 25, 2022

Description of the Project

The Town of Harrisburg's Davis Creek Greenway project includes the construction of a new alignment greenway, approximately 1,500 feet in length beginning at the intersection of Hagler Street and Financial Way/Carl Parmer Drive. This new greenway will feature a 10-foot width and fall near the floodplain limits of Davis Creek. Davis Branch Creek has been mapped and includes a FEMA delineated floodway. The Town has already purchased the right-of-way required at the western project limits. The majority of the greenway will be constructed within an easement for such purpose included in the current "Davis Creek Subdivision" residential development. This project will be completed in conjunction with the "Task 01 – Town Center Roadway Connection Project" project. It is assumed that these projects will be completed concurrently, and that separate deliverables are not required for each project.

This scope includes the following general tasks as detailed in the "Description of Services"

- Project Administration and Coordination
- Greenway Design
- Hydraulic Design
- Erosion Control
- Natural Resources & Permitting
- Utility Coordination - Limited
- Geotechnical Services
- Location Surveys

This following list of scope items are not anticipated for this agreement and are excluded from this scope of work:

- Structural Design
- Utility Design and Permitting
- Public Involvement/Stakeholder Coordination
- NEPA Permitting
- ROW Plat preparation
- ROW Acquisition
- Subsurface Utility Exploration
- Utility by others plans/monitoring
- Construction Phase Assistance
- Landscape Design

Description of Services

RK&K will provide professional services required for design and final construction plans for this project in accordance with the following tasks:

<u>Task</u>	<u>Page</u>
1. Project Administration and Coordination	3
2. Greenway Design.....	3
2.1. Preliminary Plans (30%)	3
2.2. Detailed Design Plans (90%).....	4
2.3. Final Plans (100% - RFC)	4
3. Hydraulic Design	5
3.1. Videotaping of Existing Pipes	5
3.2. Drainage Surveys.....	5
3.3. 100% Hydraulics Design	6
3.4. Permit Agency Meetings	6
3.5. FEMA Coordination	6
4. Erosion Control.....	6
4.1. 65% Clearing & Grubbing and Final Grade EC Plans	7
4.2. 100% Clearing & Grubbing and Final Grade EC Plans	7
4.3. RFC Clearing & Grubbing and Final Grade EC Plans	7
5. Natural Resources & Permitting.....	8
6. Utility Coordination	8
7. Geotechnical Services.....	8
7.1. Field Investigations	8
7.2. Report Deliverables.....	8
7.2.1. Geotechnical Engineering Report	8
8. Location Surveys.....	8

1. Project Administration and Coordination

Completed under Task 01 – Town Center Roadway Connection Project. No additional scope or fee.

2. Greenway Design

All plans shall be developed using MicroStation V8i and GEOPAK software. Corridor Modeler or Open Roads may be used for the final submittal for this project dependent on statewide software standards at that time as well as the software developer's support.

All design shall be based on Town of Huntersville design criteria and standards.

RK&K shall prepare greenway plans on plan and profile sheets at a scale of 1" = 50' horizontal and 1" = 10' vertical. RK&K shall prepare cross sections at a scale of 1" = 10'. Cross sections to be provided at 50 foot intervals.

The Greenway Design will include the following items:

2.1. *Preliminary Plans (30%)*

This preliminary design submittal (30%) shall include title sheet, typical sections, horizontal and vertical alignments for the greenway. This submittal will be an electronic submittal in PDF format.

RK&K will perform the following for this task:

- Prepare Design Criteria
- Project Familiarization
- Prepare Title Sheet
- Prepare Typical Sections
- Prepare Preliminary Horizontal Layout
- Prepare Existing and Proposed Profile
- Prepare Preliminary Earthwork & Summary
- Prepare Plan Sheets
- Prepare Profile Sheets
- Prepare Preliminary Submittal Package
- Corridor Modeling

Deliverables

One (1) electronic copy of the plans, profiles, and cross-sections

One (1) electronic copy of design calculations

A revised set of 30% plans is not included. It is assumed that all comments received on the 30% submission can be incorporated into the 90% submission.

2.2. Detailed Design Plans (90%)

After the review of the preliminary plans, the following tasks will be performed: hydraulic design, and erosion control plan development. Plans shall be developed to a stage where they are approximately 90% complete. All existing roadways, structures, utilities, and other items affected by the project shall be shown in addition to the proposed construction. The plans shall include horizontal geometrics, pavements, drainage layout and calculations, right-of-way, easements, property lines, typical sections, and special details.

RK&K will furnish PDFs of the 90% plans in PDF format and construction quantities and estimate. No Right-of Way Acquisition is anticipated.

RK&K will perform the following for this task:

- Incorporate revisions per 30% Town comments
- Incorporate Geotechnical Recommendations
- Plot Hydro on Plans, Profiles
- Design and Draft Special Details
- Prepare 90% Plan Package and submit for review
- Prepare Traffic Control Narrative
- Develop Quantities and Estimate

Deliverables

One (1) electronic copy of the 90% Plans

One (1) electronic copy of the Construction quantities and cost estimate

A revised set of 90% plans is not included. It is assumed that all comments received on the 90% submission can be incorporated into the 100% (RFC) submission.

2.3. Final Plans (100% - RFC)

RK&K shall develop final plans including a list of needed project special provisions and details for submittal of the unsealed final plans to the Town. RK&K will be responsible for providing project quantities, the list of required standards, and will coordinate with the Town to develop any special provisions needed for those documents.

RK&K will perform the following for this task:

- Incorporate revisions per Town comments
- Prepare and submit 100% Plans for review
- Prepare 100% Package for Submittal (Itemized as follows):
 - Prepare Final Quantity Computations
 - Prepare Earthwork Summary and Balance Card
 - Prepare Drainage Summary

- Prepare Index of Sheets, General Notes, List of Standards, List of Special Provisions, Construction Cost Estimate
- Prepare Miscellaneous Summaries

Deliverables

- One (1) electronic copy of the 100% Plans
- One (1) electronic copy of the 100% Plans

RK&K will furnish one (1) hard copy set of the full-size plans as well as one (1) electronic set (in PDF format) which shall include specifications, special provisions, and sealed project plans. It is assumed that all greenway items will have a Town standard specification that can be utilized for this project. No writing of special provisions for greenway items is included in this scope. The Town will be responsible for the preparation of Contract Documents and dissemination of Contract Documents and plan sets for letting.

3. Hydraulic Design

RK&K Hydraulic Design staff will coordinate with RK&K Roadway Design staff during the Preliminary Design to help ensure decisions made in this phase do not negatively impact the development of the hydraulic design. Items of interest and input from the Hydraulic Design staff would be the need for storm drainage due to ditch depths, placement of cross pipes, etc. Special care will be made to limit any impacts from the development in the floodplain to the adjacent property owners.

The project is located in the Yadkin Pee-Dee Watershed. Upon approval of 30% Roadway Design, RK&K shall perform hydraulic field reconnaissance, final drainage studies, and designs in accordance with the following requirements. The project will utilize standards from the NCDOT Standards for Roads and Structures – 2018 edition. Stormwater Design will follow the guidance “Post-Construction Policy for Transportation Projects within Phase II Municipalities – Revised June 22, 2012.” An outfall analysis will be performed for each outfall for documentation of pre vs post discharges. This analysis will summarize the pre and post development discharges from the project without the use of any stormwater detention or best management practices. This scope assumes that no detention devices or stormwater control measures will be designed for the project.

3.1. Videotaping of Existing Pipes

The majority of the project is on new location. Existing storm drainage pipes will not be videotaped and inspected for condition.

3.2. Drainage Surveys

RK&K staff will visit the site to field verify stream dimensions and topography as needed to perform hydraulic modeling. RK&K will conduct field reconnaissance of existing and proposed drainage features within the project area to understand existing drainage patterns for the pipe and ditch systems.

3.3. 100% Hydraulics Design

This task includes:

- Utilize the approved 30% design plans to begin drainage design. Engineer will develop hydraulic designs for greenway ditch designs, storm drainage systems, inlet locations, outfall analyses, and final cross pipe designs.
- Draft the proposed drainage features (storm drain systems, inlets, ditches, cross pipes, etc.) and associated labeling in a drainage DGN file utilizing Geopak Drainage software.
- Complete temporary drainage design necessary for construction
- Complete the hydraulic summary table
- Complete Pre-versus Post Outfall analysis
- Perform limited Utility Conflict Analysis
- Attend up to four coordination meetings with the Town
- As the plans progress to the 100% stage, minor drainage designs revisions will be addressed. A hydraulic summary sheet and a tabulation of drainage related quantities will be developed. Drainage features will be indicated on the Plan/Profile Sheets for the purposes of identifying right of way and easement requirements. Drainage comments received from review of the 65% Plans will be addressed in writing and incorporated into the Final Plans.
- Prepare Permit Impact Drawings for 401/404 Coordination.

3.4. Permit Agency Meetings

It is assumed that this project is not included in the NCDOT NEPA 401/404 Merger Process. This project does not include attendance at the 4B Agency Meeting, Field Meeting, or 4C Agency Meeting.

3.5. FEMA Coordination

Completed under Task 01 – Town Center Roadway Connection Project. No additional scope or fee.

4. Erosion Control

RK&K Erosion and Sedimentation Control design staff will coordinate with RK&K Roadway Design staff during the Preliminary Design to help ensure decisions made in this phase do not negatively impact the development of the erosion and sedimentation control plans during the Final Design. RK&K will prepare Erosion Control design to ensure controls fit within the available right of way.

After approval of the hydraulic design, RK&K will evaluate the project and provide an erosion and sedimentation control design. This will incorporate at a minimum two phases: a clearing and grubbing phase and a final phase. Plans will be submitted to the NCDEQ DEMLR Regional

office for review and approval. Erosion control plan review fees will be paid by RK&K and reimbursed by the Town.

4.1. 65% Clearing & Grubbing and Final Grade EC Plans

The task includes

- Project Investigation and Watershed Analysis: Collect information on project including permit documents and other documents that may influence design. Investigate watershed classification and streams, lakes, and other important waterbodies.
- Project Site Visit: Visit site to evaluate erosion control design needs for project.
- EC Coordination for ROW: Determine ROW and TCE needs for erosion control measures and coordinate with Roadway design as necessary.
- Draft Erosion Control Plan Set will be submitted for Right of Way and Constructability Review – any comments to be incorporated into the RFC submission

4.2. 100% Clearing & Grubbing and Final Grade EC Plans

The task includes

- Design Clearing and Grubbing Erosion Control Plans: Delineate the sub watersheds that drain onto the project. Calculate Peak Flow Rate for the storm event. Minimize off-site water from draining onto project as much as possible. Size Clearing and Grubbing basins according to the surface area rule. Utilize skimmers and baffles in all basins that discharge into streams or other jurisdictional area. Including all CADD and GEOPAK work as well as plotting plan sheets for meetings.
- Design Pipe/Culvert Construction Phasing: Utilize recommended Hydraulic Unit's culvert or pipe phasing and design the appropriate erosion control measures to ensure compliance with regulations.
- Design Intermediate/Final Phase Erosion Control Plans: The final design should incorporate the Clearing and Grubbing Sediment Basins.
- Calculate Matting Requirements for Ditches and Slopes: Analyze and determine the matting needed for ditch lines and slopes throughout the project upon reaching final grade. All ditch lines with erosive flowrates shall be matted and slopes that are difficult to stabilize.

4.3. RFC Clearing & Grubbing and Final Grade EC Plans

The task includes

- Title Sheet, Details, Notes, & Specifications
 - Plan Preparation: Create Erosion Control Title Sheet, Details, Notes, Erosion Control Plan Sheets and Specifications
 - Submittal of Erosion Control Plans and Calculations: Submit both phases of the preliminary erosion and sedimentation control plans along with calculations and culvert phasing.

- Revisions due to comments: Make corrections to the preliminary erosion and sedimentation control plans as directed by NCDEQ. Resubmit for approval.
- Plan Review & Rework
- Prepare & Submit Final Plans & Quantities: Determine quantities of materials needed and soil and sediment excavation required

5. Natural Resources & Permitting

Completed under Task 01 – Town Center Roadway Connection Project. No additional scope or fee.

6. Utility Coordination

Completed under Task 01 – Town Center Roadway Connection Project. No additional scope or fee.

7. Geotechnical Services

RK&K Geotechnical Design staff will conduct subsurface investigations and prepare a Geotechnical Engineering Report for the proposed bridges and greenway.

7.1. Field Investigations

All field investigations will be conducted in Task Order 1.

7.2. Report Deliverables

7.2.1. Geotechnical Engineering Report

Using the finalized boring logs, the Engineer will prepare a Geotechnical Engineering Report which will include the findings of the field investigation, geotechnical design and construction recommendations and engineering analysis. The report will include the following:

- 1) A brief review of the test procedures and results of all testing conducted.
- 2) General description of the site and subsurface conditions.
- 3) Greenway subgrade recommendations including undercut.
- 4) Earthwork recommendations, including borrow criteria.
- 5) Final Boring logs

Exclusions:

- 1) The pavement section for the greenway will be accordance with the Typical Greenway Section as provided by the Town of Harrisburg.

8. Location Surveys

Completed under Task 01 – Town Center Roadway Connection Project. No additional scope or fee.

DESIGN TASKS - ALL ITEMS LUMP SUM							
Task Number	Task Name	RK&K Hours	RK&K Labor	RK&K Expenses	RK&K Total	Sub-Consultant Fees	Design Team Task Total
1	PROJECT MANAGEMENT & ADMIN	0	\$ -	\$ -	\$ -	\$ -	\$ -
2	GREENWAY DESIGN	77	\$ 9,310.32	\$ -	\$ 9,310.32	\$ -	\$ 9,310.32
3_4	HYDRAULIC DESIGN & EROSION CONTROL	74	\$ 7,438.50	\$ -	\$ 7,438.50	\$ -	\$ 7,438.50
5	STRUCTURES DESIGN	0	\$ -	\$ -	\$ -	\$ -	\$ -
6	NATURAL RESOURCES & PERMITTING	0	\$ -	\$ -	\$ -	\$ -	\$ -
7	UTILITY COORDINATION	0	\$ -	\$ -	\$ -	\$ -	\$ -
8	GEOTECHNICAL SERVICES	30	\$ 4,730.68	\$ -	\$ 4,730.68	\$ -	\$ 4,730.68
9	SURVEY	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total		181	\$ 21,479.50	\$ -	\$ 21,479.50	\$ -	\$ 21,479.50

ENGINEERING FIRM NAME:
RK&K
124 Floyd Smith Office Park Drive, Suite 240
Charlotte, North Carolina 28173

CONTACT PERSON:
Roman Prokopovych, P.E.
Manager, Transportation
Telephone No: (704) 273-5101
Email: rprokopovych@RK&K.com

Cost Prepared by:
Roman Prokopovych, P.E.

5/25/2022

Task 02 - Davis Creek Greenway
Town of Harrisburg
Project No. P22-0384

[illegible]

Project No. P22-0384

[illegible]

Project No. P22-0384

[illegible]

Project No. P22-0384

[illegible]

Project No. P22-0384

[illegible]

Project No. P22-0384

[illegible]

Project No. P22-0384

[illegible]

Task 02 - Davis Creek Greenway
Town of Harrisburg
Project No. P22-0384

[illegible]

Legend

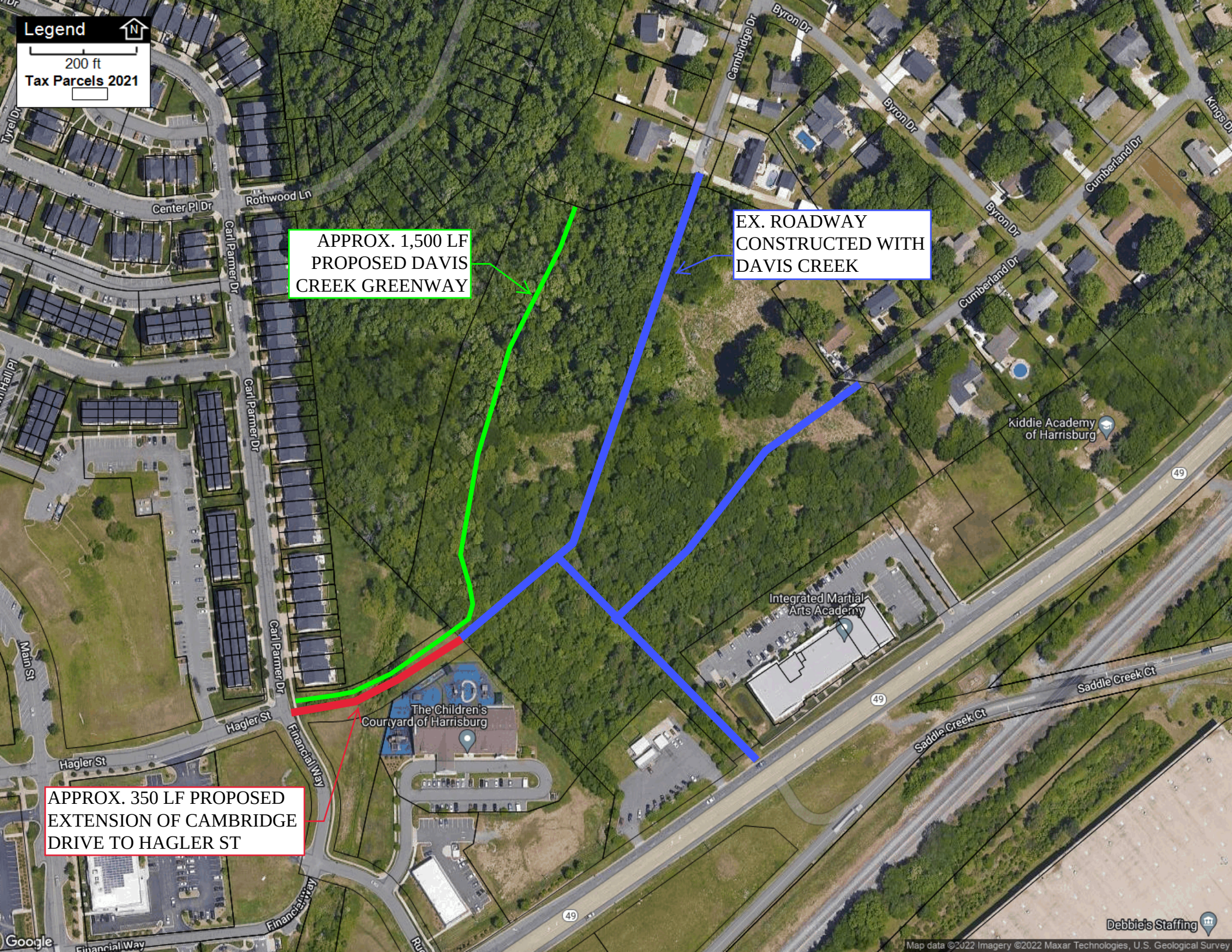
200 ft

Tax Parcels 2021

APPROX. 1,500 LF
PROPOSED DAVIS
CREEK GREENWAY

EX. ROADWAY
CONSTRUCTED WITH
DAVIS CREEK

APPROX. 350 LF PROPOSED
EXTENSION OF CAMBRIDGE
DRIVE TO HAGLER ST





TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of the Stallings Road Sidewalk Extension Design Contract with Kimley-Horn and Associates, Inc.

Presenting Personnel:

Mallory Hodgson, Project Manager

Suggested Motion or Action:

Motion to approve the attached professional services contract with Kimley-Horn and Associates, Inc. for the Stallings Sidewalk Extension project in the amount of \$60,200.

Description/Background:

The Stallings Road Sidewalk Extension Project proposes approximately 2,000 LF of concrete sidewalk that will extend from the Harmony Road Subdivision project to the intersection of Stallings Road and Middleton Circle. This project, in connection with other ongoing projects, will provide a concrete sidewalk from the Town limits on Stallings Road to Harrisburg Elementary School.

Kimley-Horn will be providing topographic survey and base mapping services, hydraulic analysis of roadside ditches, coordination and permitting with NCDOT, construction plans and specifications.

The Town has worked with Kimley-Horn before on a variety of transportation design/analysis projects, and staff are confident in their ability to provide a quality service. Kimley-Horn was selected as one of the Town's on-call transportation consulting service providers following the 2018 Request for Qualifications for on-call transportation services.

Recommendation:

Staff recommends approval of the attached design contract with Kimley-Horn and Associates, Inc. for the Stallings Road Sidewalk Extension Project.

Fiscal Impact:

The fiscal impact of the Stallings Sidewalk Extension Design Contract is \$60,200.00. This project is funded by the 2017 Transportation Bonds.

The attached contract has been reviewed and approved by the Town Attorney.

Attachments:

1. NC Letter Agreement 2_Town of Harrisburg Sidewalks_Stallings
2. 2022 0627_Stallings Sidewalk Council Exhibit



May 26, 2022

Mallory Hodgson
Project Manager
Town of Harrisburg
4100 Main Street
Suite 101
Harrisburg, NC 28075

Re: Professional Services Agreement

Dear Ms. Hodgson:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Town of Harrisburg ("Client") for providing sidewalk design services along Stallings Road and Hickory Ridge Road.

Project Understanding

We understand the Town would like to design and construct sidewalk along the North side of Stallings Road from the proposed sidewalk as part of the Harmony Road subdivision project, approximately 900 LF east of Raging Ridge Road to Middleton Circle for an approximate total length of 2,000 LF along Stallings Road.

It is assumed that the proposed shoulders and ditch sections will be retained where possible. It is understood that the Town will perform the subsurface utility engineering, real estate acquisitions, and utility coordination associated with the project.

Based on the concept design, we anticipate less than one (1) acre of disturbance. Since the project isn't likely to disturb more than an acre, no Department of Environmental Quality grading permit is required. Lastly, the project limits do not appear to have documented wetlands or jurisdictional streams.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – SURVEY AND BASE MAPPING

Kimley-Horn will utilize ESP for surveying and mapping for this project. The scope of services are as follows:

1.1 Route Survey

- Perform deed and plat research for adjacent properties along corridor.
- Obtain any right of way plans for Stallings Road (if any) in order to establish the R/W along the proposed corridor.
- Establish horizontal and vertical control along the proposed corridor.
- Perform a strip topographic survey along the proposed corridor and will pick up the

westbound lane of Stallings Road to 35 feet from edge of pavement along the corridor for approximately 3,400 LF (Hickory Ridge Road) and 2,000 LF (Stallings Road).

- Locate physical improvements along proposed corridor (i.e. edge of road, drives, culverts, signs, etc.).
- Locate underground utilities as marked by "NC One Call".
- Locate any property monumentation to establish the right-of-way line for Stallings Road.
- Prepare an overall strip topographic survey in accordance with NC Standards of Practice.
- Provide a hard copy and CAD file to include existing topo surface file.

1.2 Easement/ROW Exhibit Plats

- Prepare up to 12 total rough draft of plats for owner review
- Prepare up to 12 total final plats for easement acquisition
- Provide hard copies and pdf

TASK 2 – DESIGN PHASE - 50% PLANS

Kimley-Horn will prepare a preliminary exhibit for the Town once survey has been received, prior to submitting 50% preliminary plans. Kimley-Horn will incorporate the Town's comments on the exhibit to develop the 50% plans for the sidewalks based on a field meeting, survey, and preliminary alignment.

The plans will consist of:

1. Cover Sheet
2. Typical sections including the recommended pavement schedule
3. Plans sheets with horizontal design
 - a. Horizontal Curve Data
 - b. Proposed sidewalk design
 - c. Proposed design where sidewalk ties into existing conditions
 - d. Preliminary right-of-way and easement limits
 - e. Slope stake lines
 - f. Final survey file information
 - g. Delineation of wetlands and jurisdictional streams (if applicable).
 - h. Location and size of all drainage structures and systems required for complete drainage of the project.
 - i. Ditch details will be included on each plan sheet (if required).
 - j. All affected parcels must show property owner names, deed book information, and parcel numbers.
 - k. Existing right-of-way lines of public roads within the project limits.
4. Cross sections
 - a. Cross sections prepared every 50'
 - b. Existing and proposed ground lines will be displayed on each cross section
 - c. Pavement cross slope shall be labeled on cross sections.

Kimley-Horn will submit an Opinion of Probable Construction Cost to the Town as part of this task. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished

by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Town wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services. It is assumed that no water or sewer line relocations will be required.

The plans will be submitted to the Town and NCDOT for review. Comments received will be used to develop 100% Plans.

TASK 3 – DESIGN PHASE - 100% PLANS

Kimley-Horn will incorporate comments from the Town and NCDOT 50% plan review into the 100% plans. Kimley-Horn team will provide a sediment and erosion control plan to be used during the construction process to identify the areas requiring additional easements or right-of-way. The Engineer will reference appropriate NCDOT Roadway Standard Drawings to indicate how vehicular and pedestrian traffic is to be maintained during construction of the project on a traffic control notes sheet. It is anticipated that maintenance of traffic plans can be covered with notes and high-level schematics and that detailed traffic control plans will not be necessary.

The Consultant will perform preliminary hydraulic analysis for linear ditches along the proposed alignment for incorporation into the 100% plans. While it is assumed that the proposed shoulders and ditch sections will be retained where possible, the anticipated tasks associated with the drainage evaluation will include:

- Conduct field reconnaissance of existing and proposed drainage features and patterns associated with existing ditches.
- Design proposed ditches necessary to replace existing ditches impacted by the proposed sidewalk.
- Evaluate and design necessary revisions to existing hydraulic structures (drop inlets, cross pipes, headwalls) that may be impacted by the proposed sidewalk.
- Finalize hydraulic designs for ditches, storm drainage systems, drop inlet locations, and final cross pipe designs.
- Draft the proposed drainage features (ditches, cross pipes, inlets, etc.) and all associated labeling.

In addition to the drainage design, Kimley-Horn will include the following elements in to the 100% final plans:

- Work zone traffic control
- Pavement marking plans
- Driveway profiles
- Erosion and sediment control plans
- Signing plans

- Final details and notes

It is not anticipated that a formal drainage report will be submitted to the Town. The 100% final plans and encroachment agreement will be submitted to the Town and NCDOT for review/approval.

Kimley-Horn will provide a Quality Control/Quality Assurance review of the 100% final construction plans prior to submittal. Kimley-Horn will revise the plans based on one round of comments from the Town and NCDOT. Once approved, Kimley-Horn will prepare the technical specifications and Opinion of Probable Construction Cost for the Town to incorporate into the bid documents

TASK 4 – ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Utility Coordination
- Design of Best Management Practices (BMPs)
- Stormwater Management Plan
- Vehicular signal installation
- Water or sewer line relocation design
- Mitigation Design
- Monitoring
- Individual Permit Application
- Right of Way services
- Additional submittals beyond those included above
- Additional reviews from NCDOT outside of Division 10
- Bid and Construction Phase Services

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Notice to Proceed (NTP)
- Relevant development construction documents

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

- Conduct all real estate acquisition
- Coordinate with both private and public utility companies to determine if relocations are necessary.

- Obtain right-of-way and easements required

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

We will provide our services as expeditiously as practicable with the goal of meeting the schedule set forth by the Town of Harrisburg.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Survey and Base Mapping	\$25,000
Task 2 Design Phase – 50% Plans	\$16,600
Task 3 Design Phase – 100% Plans	\$18,600
Total Lump Sum Fee	\$60,200

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Town of Harrisburg.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

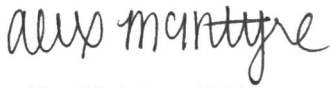
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Alex McIntyre, P.E.
Project Manager



Tony Spacek, P.E.
Vice President

Town of Harrisburg
A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an

electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

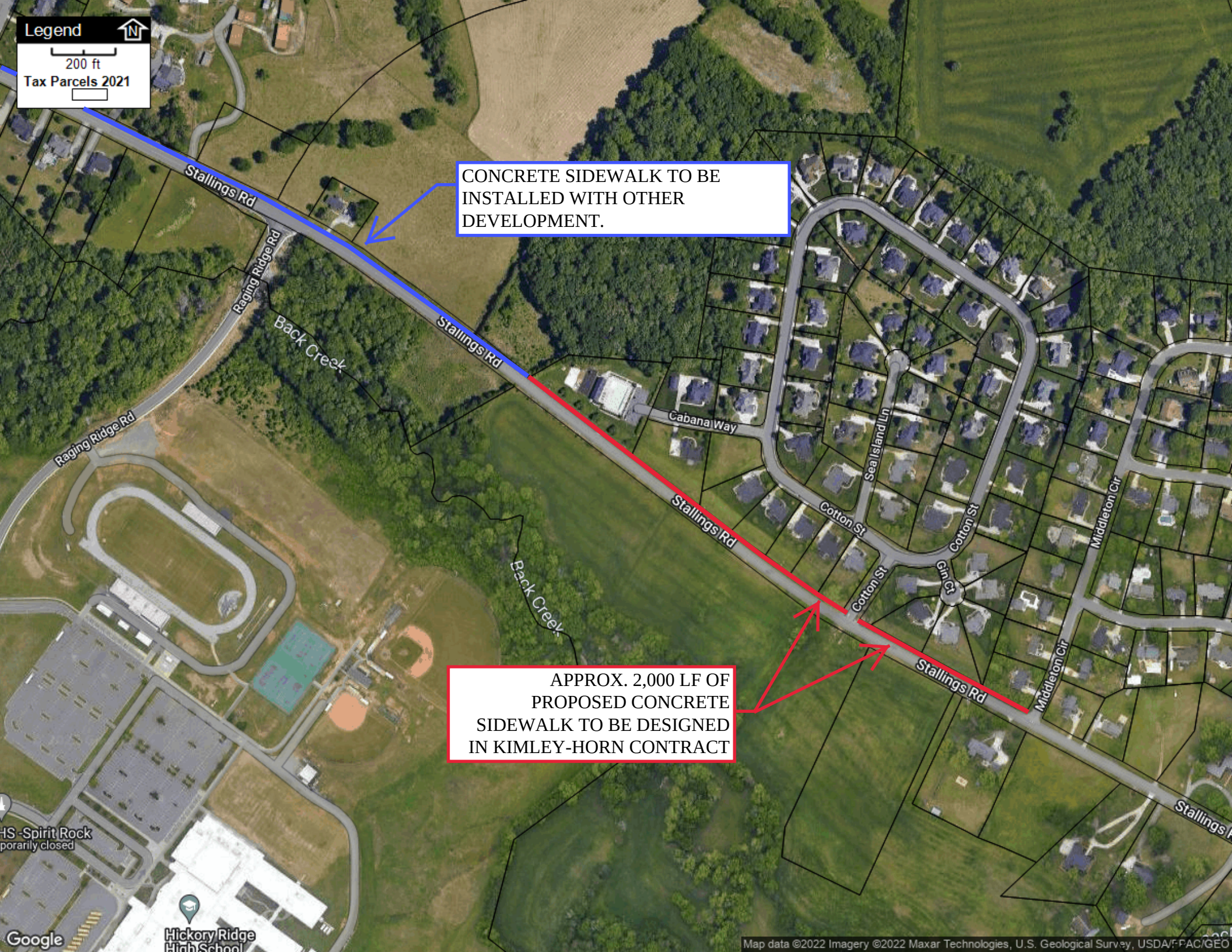
Legend

200 ft

Tax Parcels 2021

CONCRETE SIDEWALK TO BE
INSTALLED WITH OTHER
DEVELOPMENT.

APPROX. 2,000 LF OF
PROPOSED CONCRETE
SIDEWALK TO BE DESIGNED
IN KIMLEY-HORN CONTRACT





TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of the FY2023 Sanitary Sewer Evaluation Survey Project Contract with Duke's Root Control

Presenting Personnel:

Mallory Hodgson, Project Manager

Suggested Motion or Action:

Motion to approve the contract to Duke's Root Control, Inc. in the total amount of \$178,425.75 for the FY2023 Sanitary Sewer Evaluation Survey Project.

Description/Background:

The FY2023 Sanitary Sewer Evaluation Survey Project proposes surveying approximately 75,967 LF of existing sanitary sewer mainline within the Old Harrisburg Park, Timber Forest, and Harrisburg Park neighborhoods.

Duke's Root Control will provide sanitary sewer evaluation services to aid the Town in developing a formal scope for sanitary sewer repairs. The proposed evaluation contract will utilize technology the Town has not used before, including acoustic pipeline inspection and digital manhole inspections. A huge benefit of this project is that the main focus will be on identifying and eliminating inflow and infiltration through microdetection meters. The microdetection meters will monitor rainfall events and provide a correlation between storm events and high sewer flows, which will help the Town pinpoint areas of high infiltration. Infiltration leads to increased sewer treatment costs because, rather than just treating wastewater, the Town is also paying to treat stormwater. Each municipality in the WSACC system pushes heavily to reduce and eliminate inflow and infiltration to keep operating costs at the wastewater treatment plant low and maintain the design level of capacity.

Staff will use the reports generated from the project to scope and bid repair work throughout the old system, which will likely occur in FY2024.

Recommendation:

Staff recommends awarding the attached contract with Duke's Root Control in the total amount of \$178,425.75 for the FY2023 Sanitary Sewer Evaluation Survey Project.

Fiscal Impact:

The fiscal impact of the contract is \$178,425.75, and is funded by the FY2023 Sanitary Sewer Rehabilitation project. The project budget is \$250,000.

The contract was reviewed and approved by the Town Attorney.

Attachments:

1. Dukes - 2022 SSES - Draft Contract
2. Dukes - 2022 SSES - Project Map

CONTRACT FOR 2022 SANITARY SEWER EVALUATION STUDY

This contract ("Contract") for 2022 SANITARY SEWER EVALUATION STUDY ("Project") by and between Town of Harrisburg, NC , hereinafter called the OWNER, and Duke's Root Control, Inc., hereinafter called the CONSULTANT;

The parties hereto do mutually agree as follows:

1. Employment of CONSULTANT. The OWNER hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
2. Scope of Services. The CONSULTANT shall perform the services set forth in Attachment A, Scope of Services, which attachment is incorporated herein. Hereafter, these services may be referred to as the "Basic Services."
3. Additional Services. The CONSULTANT shall provide additional services, not specifically called for in Attachment A, Scope of Services, upon written authorization of the OWNER.
4. Time of Performance. The CONSULTANT will commence work on or as soon as practicable after the date of execution of this Contract and receipt of written Notice to Proceed. All work as set forth in the Scope of Services shall be completed as shown in the Project Schedule in Attachment A, assuming:
 - (i) the timely submission of all required data and the scheduling of all meetings and reviews by the OWNER;
 - (ii) no other impacts or delays caused by third parties, including the contractor(s) or its subcontractors; and
 - (iii) no other delays beyond CONSULTANT's control.

Except for construction administration services, CONSULTANT's services under this Contract, and each phase of services, if the Scope of Services is so divided, shall be considered complete the date when the submissions for that phase have been accepted by the OWNER.

5. Compensation. The CONSULTANT agrees to perform the services provided for in the Scope of Services, and the OWNER agrees to compensate the CONSULTANT for such services as described in Attachment A.

Payment by the OWNER to the CONSULTANT shall be due and payable in a timely manner following confirmation of completion of the work.

6. Personnel. The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract and that such personnel will be qualified to perform such services.

of the construction contractor nor assumes responsibility for construction contractor's failure to perform its work in accordance with the Contract Documents.

7. Responsibilities of the OWNER. It is agreed that the OWNER will have the responsibilities as described in Attachment A.
8. Changes. The OWNER or the CONSULTANT may, from time to time, request modifications or changes in the Scope of Services. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation or time of performance, which are mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated in written amendments and compensated as additional services.
9. Termination of Contract. This Contract may be terminated by either the OWNER or the CONSULTANT, with or without cause, upon 7 calendar days written notice. In the event of termination, the CONSULTANT shall be entitled to its fees and reimbursable expenses incurred prior to termination. In the event of a termination by OWNER for any reason or by CONSULTANT without cause, copies of all Deliverables shall, at the option of the OWNER, be made available to OWNER, provided CONSULTANT is paid in full for all services provided and expenses incurred through the date of termination and otherwise as provided for in Paragraph 11. If termination is by CONSULTANT for non-payment, no rights for ownership or continued use of the Deliverables shall inure to OWNER unless and until CONSULTANT is paid all amounts due.
10. Assignability. This Contract shall not be assigned or transferred by either the CONSULTANT or the OWNER without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.
11. Insurance. CONSULTANT shall provide and maintain at a minimum the following coverage and limits during the life of the Contract:
 - a. Statutory Workers Compensation Insurance, a minimum of \$500,000 or greater amount if required by the state(s) in which the work is to be performed.
 - b. Commercial General Liability Insurance, including coverage for premises and operations, products and completed operations, independent contractors, and contractual liability. Such insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - c. Automobile Liability Insurance for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
 - d. Professional Liability Insurance of \$1,000,000 per claim and annual aggregate.
12. Indemnification. CONSULTANT and OWNER each agree to indemnify and hold the other harmless, and their respective officers, directors, employees, agents, owners and successors, from and against liability to third parties for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the negligent or willful acts or omissions of the indemnifying party or its employees, agents, officers, directors, owners or successors. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CONSULTANT and OWNER, they shall be borne by each party in proportion to its negligence. This indemnification shall survive termination of this Contract.

13. Liability and Standard of Care. CONSULTANT shall perform services for OWNER using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locale as the Project, on projects of a similar scope and nature. CONSULTANT's liability to OWNER for any damages arising in any way out of performance or breach of this Contract or breach of CONSULTANT's standard of care, is limited to the net proceeds recoverable under CONSULTANT's Professional Liability Insurance policy identified in paragraph 16d, "net proceeds recoverable" being defined as the proceeds payable under the policy after deductions for expenses, attorney's fees or other claims paid under such policy. In no event shall either OWNER or CONSULTANT be entitled to consequential damages.

OWNER acknowledges that the CONSULTANT is a Corporation and agrees that any claim made by the OWNER arising out of any act or omission of any director, officer or employee of the CONSULTANT in the execution or performance of this Contract shall be made against the CONSULTANT and not against such director, officer, or employee and OWNER waives any claim against all of CONSULTANT's directors, shareholders, officers and employees.

14. Dispute Resolution. If a dispute greater than \$10,000 arises out of or relates to this Contract, or the breach thereof, and if this dispute cannot be settled through negotiation, the parties agree first, prior to litigation or any other form of dispute resolution, to try in good faith to settle the dispute by mediation. The parties shall first attempt to select a mutually acceptable mediator, and if the parties agree upon a mediator, the mediation shall be conducted in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, then in effect, or as the parties may otherwise agree. If the parties cannot agree upon a mediator, the selection of a mediator and the mediation process shall be conducted by the American Arbitration Association under its then current Construction Industry Arbitration Rules and Mediation Procedures. The venue for the mediation shall be in Cabarrus County, North Carolina, unless the parties otherwise agree.

15. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

- a. This Contract shall be binding upon the successors and assigns of the parties.
- b. This Contract constitutes the entire contract between the parties, and it shall be modified or amended only in a writing signed by both parties.
- c. The project shall be completed within 210 days from contract execution
- d. The CONSULTANT is responsible for all traffic control.

IN WITNESS WHEREOF, the CONSULTANT and the OWNER have executed this Contract as of the date written below.

OWNER:

TOWN OF HARRISBURG, NC

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

DUKE'S ROOT CONTROL INC.

By: _____

Name: _____

Title: _____

Date: _____

INCLUDE this section only if contract is for a North Carolina public sector client

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

By: _____

Finance Officer

Date: _____

Address for giving notices:

Address for giving notices:

Designated Representative:

Name: _____

Title: _____

Phone: _____

E-mail: _____

Designated Representative:

Name: _____

Title: _____

Phone: _____

E-mail: _____

ATTACHMENT A

SCOPE OF SERVICES

See attached proposal from Dukes Root Control, Inc.

Town of Harrisburg

Duke's 360 I&I Microdetection Study

Jun 20, 2022





06 / 20 / 2022

Patrick Kennes
Town of Harrisburg
4100 Main St., Suite 101
Harrisburg, NC 28075

PROJECT NAME: Duke's 360 I&I Microdetection Study

Dear Patrick,

Duke's Root Control, Inc. is pleased to submit this proposal to Town of Harrisburg for the Duke's 360 I&I Microdetection Study. All details regarding this project are contained within the pages of this proposal and include sample deliverables, scope of service descriptions, and pricing.

This proposal is being submitted based on interpretations made from the study maps or information we have been provided. Please review for accuracy.

Thank you for your consideration and the opportunity to illustrate our services. Please do not hesitate to contact me with any questions regarding this proposal.

Sincerely,
Duke's Root Control, Inc.

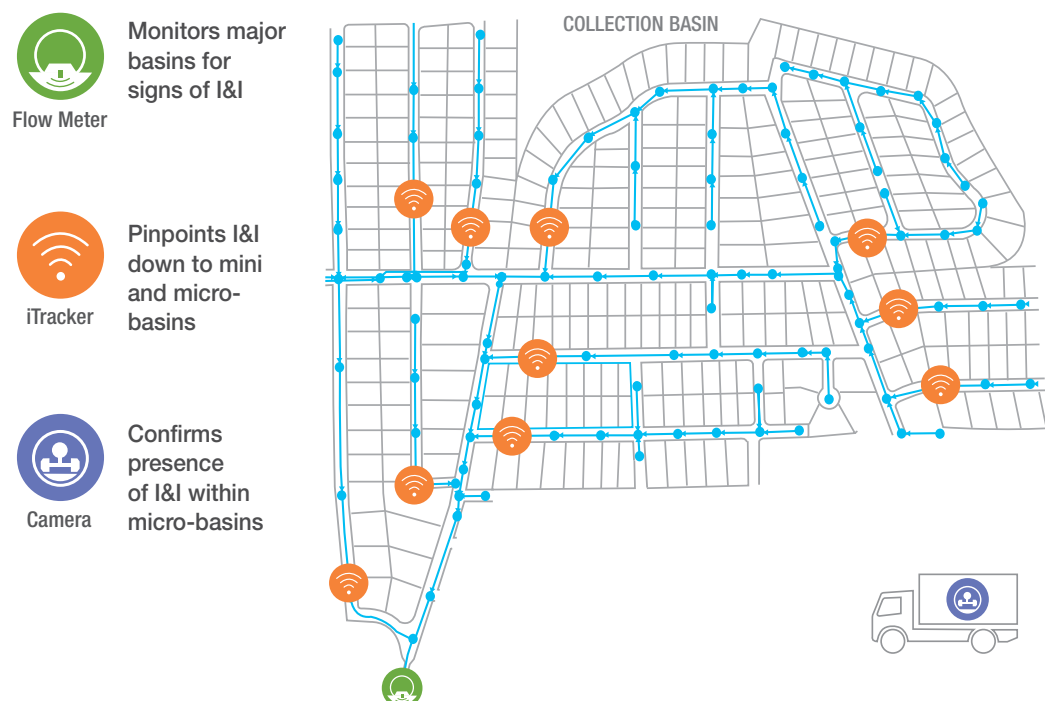
A handwritten signature in black ink, appearing to read "John Fletcher", with a stylized flourish at the end.

John Fletcher
Mid-Atlantic Regional Manager
757-635-4017
fletch@dukes.com

iTracking® Micro Detection has the ability to reveal the location of I&I after a single storm event

- Low-cost iTracker sensors provide the high-resolution data points required for pinpointing the 20% of faulty infrastructure contributing the majority of I&I.
- By strategically placing iTracker sensors upstream of regional flow meters, changes in wastewater volume as small as 1/10" can be observed in both mini and micro-basins.
- Maintenance-free iTracker sensors are capable of accurately measuring collection system performance on streets with minimal amounts of homes or commercial facilities.
- iTracker sensors are installed from the street level without the need for confined-space entry. Sensor calibration is accomplished in 5 minutes using any Wi-Fi enabled mobile device.

iTracking® Bridges the Gap between Flow Meters and Inspection Cameras



In most instances, **after just a single storm event**, the problem is pinpointed down to mini and micro basins without the requirement for expensive monitoring equipment, confined-space entry, repetitive maintenance or "in the road" data retrieval. This single storm approach is the main factor when it comes to delivering a successful and cost effective I&I detection study.

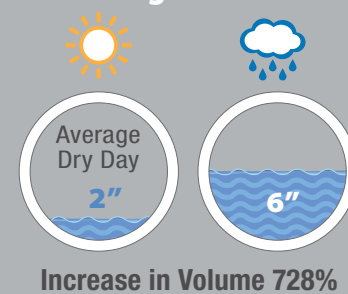
How iTracking® Works

iTracker® Wi-Fi or cellular-enabled sensors simply and safely record wastewater levels from 0–100% pipe ID during dry day periods and wet weather events and then convert those changes in level to volumetric differences in flow through the use of uniquely developed algorithms embedded within the iTracking software program.

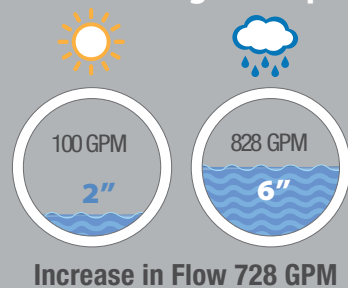
iTrackers® monitor and record levels within the manhole



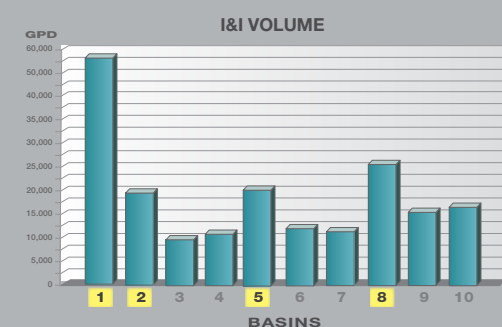
Smart algorithms convert changes in level to changes in volume



iTracking analytics convert changes in volume to flow in gallons per minute



Software identifies micro basins with the greatest amounts of I&I

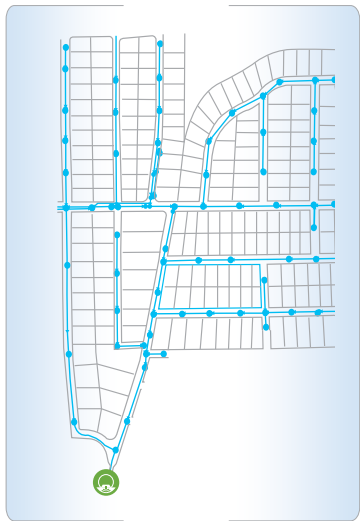


With the simple click of a button, bar charts, line graphs and operating performance reports are clearly presented detailing the contribution of I&I for each mini and micro basin under investigation.

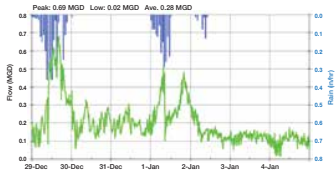


Flow Meter (Major Basin Monitoring)

Portable flow meters monitor operating conditions in major basins (2-4 linear miles) in order to discover the extent of inflow and infiltration.



Hydrographs are then created for each Major Basin showing increases in wastewater volume during periods of wet weather.

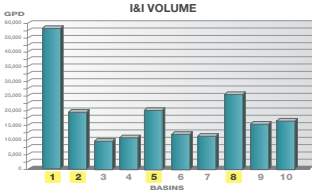


iTracking (Mini Basin I&I Detection)

iTracker sensors are strategically distributed within each major basin responsible for allowing the entry of excess volumes of ground and storm water.



"At a glance" iTracking analytics automatically identify the mini basins (1, 2, 5 & 8) responsible for contributing the highest percentages of I&I.

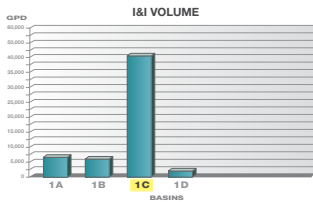


iTracking (Micro Basin I&I Detection)

Having discovered that mini basin 1 is responsible for 30% of total I&I, iTracker sensors are relocated creating (4) micro basins within mini basin 1.

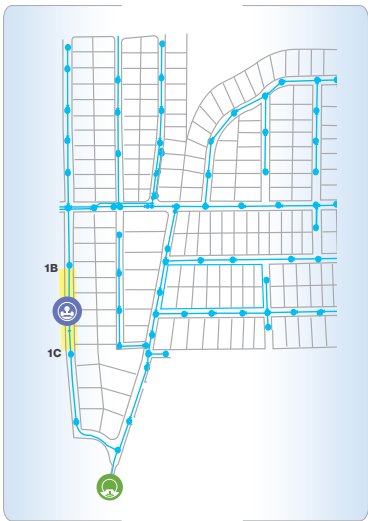


iTracking analytics immediately discover that micro basin 1C, comprised of adjacent manholes 1B - 1C, is contributing 75% of the I&I within all of mini basin 1.



Camera (I&I Confirmation)

A robotic inspection camera is employed to ascertain the exact cause of the Rain-Derived Inflow & Infiltration (RDII) entering micro basin 1C.



Robotic cameras are capable of providing visual evidence as to whether I&I is due to faulty construction, crumbling pipes or improper installation.



iTracker Micro Detection - Scope of Services

Process

1. Receive and upload current GIS / GDB files from client (data requisition guide may be supplied upon project initialization).
2. Determine location to place initial iTracker units based on flow data obtained from maps or GIS files to properly canvass the study area. Proposed iTracker locations have been plotted on the proposal map. Final locations placed with client collaboration to achieve best results.
3. Provide client link to view or approve locations for units and supply throughout the duration of the project.
4. Access manholes and install iTracker units in accordance with manufacturer recommended installation procedures
5. After 60 days, Dukes will remove and upload data from iTracker units. Rain data will be determined by an average of two of the following means: (1) Weatherunderground.com/NOAA weather service data; (2) rain data captured by Utility rain gauges; (3) deployment of Duke's digital rain gauge deployed centered in the study area. Multiple rain gauges may be deployed at the discretion of Duke's if found to be beneficial to the study data. Final determination of rain data will be at client's discretion if more than one rain source is used.
6. Maintain iTracker units by replacing batteries or units as required.
7. Review, analyze and report data from test period per the sample deliverables.
8. Review all data with client on a monthly basis (or otherwise agreed time period based on substantial rain event referenced above) and again at the end of the study period to identify areas of the system prone to elevated levels of inflow or infiltration during and after rain events

Responsibilities of Dukes

1. Provide all necessary crew and equipment to complete the project
2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests.
3. Ensure that all vehicles are properly marked and have adequate safety lighting
4. Act in a polite, professional manner at all times and especially when dealing with the public
5. Report any severe observations to the point person from the client's office assigned to this project.

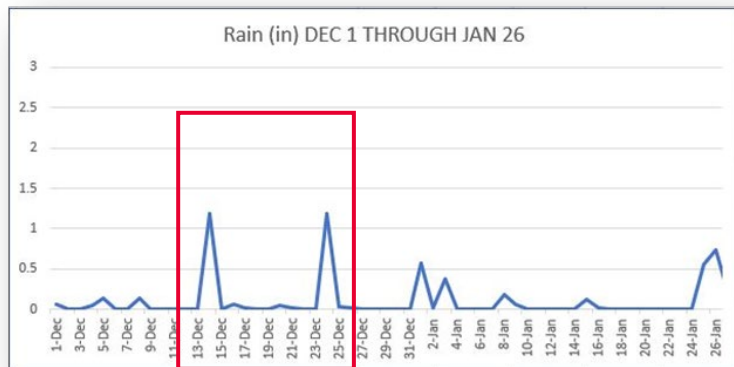
Responsibilities of Client

1. Provide contractor with all electronic data to successfully complete the project (see data requirements page)
2. Assist contractor with public issues or concerns
3. Agree to promptly review and advise contractor on any changes to location of iTracker units if client is participating in the iTracker placement process
4. Assist contractor with location and access of buried or surcharged manhole structures that have been deemed optimal locations for iTracker placement.

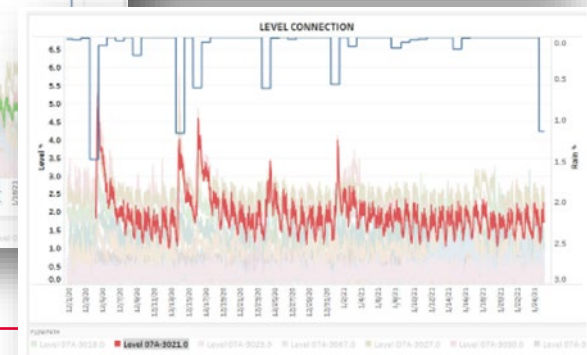
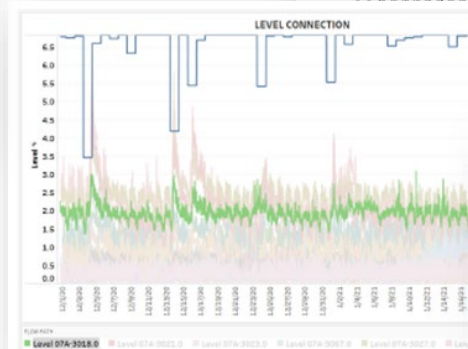
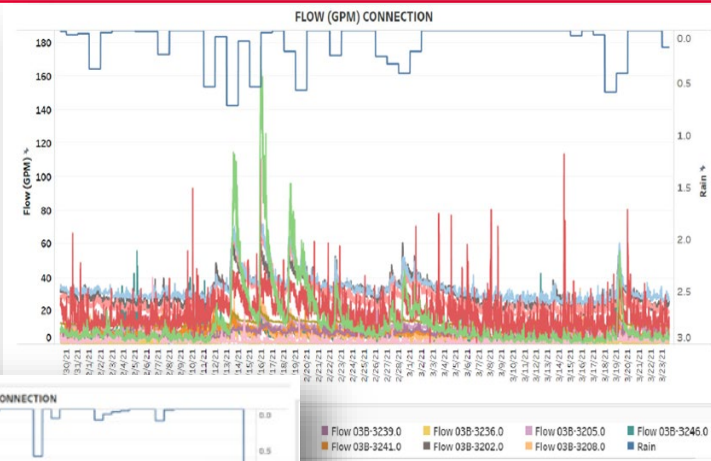
iTracker Micro Detection - Sample Deliverables

CONNECTION ANALYSIS

RAIN DATA



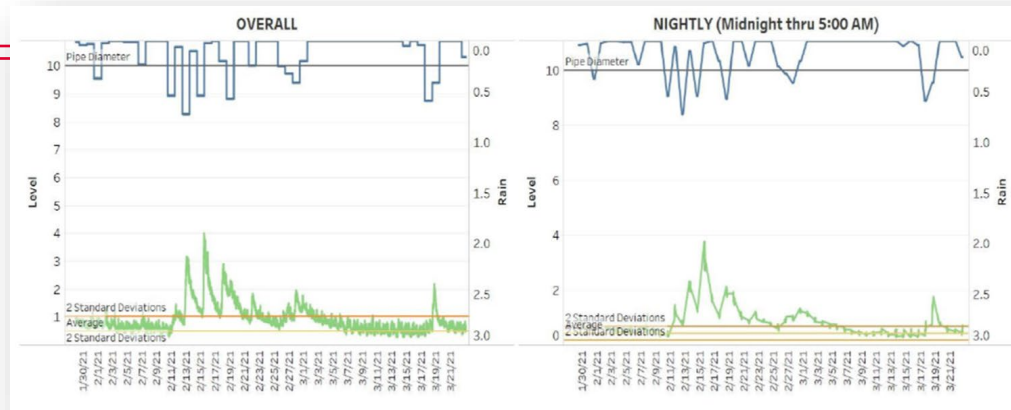
Number of Rain Days	Average Rainfall	Average Wet Period	Heaviest Rainfall in a Day
21 Days	0.26 inches	37%	1.18 inches



POPULATION TABLE

Zone	Mainhole ID	Pipe Size	Individual Population	Cumulative Population	Minimum Level (in)	Average Level (in)	Peak Level (in)	Total Observations	Standard Capacity (in)	Difference Average to Peak (in)	Percent Observed Over Standard Capacity	Surcharged	Over Standard Capacity 25% Over Capacity	Final Rating
2	03B-3156.0	8	5	221	0.63	1.20	3.96	5,382	2.67	2.76	3.18%	✓	✓	Moderate
2	03B-3170.0	8	30	30	0.00	0.70	2.72	5,190	2.67	2.02	0.02%	✓	✓	Moderate
2	03B-3172.0	8	24	24	0.01	0.93	2.75	5,192	2.67	1.82	0.06%	✓	✓	Moderate
2	03B-3174.0	8	12	12	0.01	0.45	2.36	5,191	2.67	1.91	0.00%	✓	✓	Fair
2	03B-3177.0	8	25	53	0.00	0.43	2.28	5,373	2.67	1.85	0.00%	✓	✓	Fair
2	03B-3179.0	8	28	28	0.01	0.48	2.49	5,370	2.67	2.01	0.00%	✓	✓	Fair
2	03B-3162.0	8	32	97	0.02	0.52	1.49	5,208	2.67	0.97	0.00%	✓	✓	Fair
2	03B-3186.0	8	35	35	0.00	0.76	2.21	5,208	2.67	1.45	0.00%	✓	✓	Fair
2	03B-3166.0	8	30	30	0.37	0.87	2.16	5,210	2.67	1.29	0.00%	✓	✓	Fair
3	03B-0084.0	12	27	188	2.94	3.90	7.16	5,385	4.00	3.26	100.00%	✓	✓	Severe
3	03B-3260.0	8	20	52	0.04	0.35	1.95	5,255	2.67	1.60	0.00%	✓	✓	Fair
3	03B-3250.0	8	9	6	0.00	0.51	6.57	5,198	2.67	6.06	0.21%	✓	✓	Moderate
3	03B-3252.0	8	12	121	1.13	1.96	3.83	5,196	2.67	1.87	6.27%	✓	✓	Moderate
3	03B-0089.0	8	44	106	2.71	3.57	7.61	5,196	2.67	4.04	74.90%	✓	✓	Severe
3	03B-3297.0	10	10	101	0.78	2.27	6.49	5,084	3.33	4.22	22.52%	✓	✓	Moderate
3	03B-3270.5	8	5	10	0.01	0.91	2.09	5,086	2.67	1.18	0.00%	✓	✓	Fair
3	03B-3272.0	8	22	8	0.00	0.30	1.81	5,088	2.67	1.51	0.00%	✓	✓	Fair
3	03B-3274.0	8	11	4	1.04	1.51	3.14	5,088	2.67	1.63	0.08%	✓	✓	Moderate
3	03B-3276.0	8	37	62	0.00	0.78	1.62	5,089	2.67	0.84	0.00%	✓	✓	Good
3	03B-3289.0	8	10	15	0.00	0.71	2.78	5,097	2.67	2.07	0.02%	✓	✓	Good
3	03B-3293.0	8	53	29	0.00	0.49	1.20	5,246	2.67	0.71	0.00%	✓	✓	Good
4	03B-3192.0	10	15	15	0.68	1.43	6.15	5,382	3.33	4.72	3.66%	✓	✓	Severe
4	03B-3215.0	8	46	260	0.01	0.74	2.55	5,263	2.67	1.81	0.00%	✓	✓	Good
4	03B-3224.0	8	6	20	0.00	0.29	1.56	5,371	2.67	1.27	0.00%	✓	✓	Good
4	03B-3196.0	10	15	21	2.83	3.42	6.83	5,262	3.33	3.41	45.63%	✓	✓	Severe
4	03B-3200.0	8	5	12	2.50	3.05	6.36	5,175	2.67	3.31	97.60%	✓	✓	Severe
4	03B-3201.0	8	17	192	0.78	1.85	7.80	5,188	2.67	5.95	11.24%	✓	✓	Moderate
4	03B-3239.0	8	10	10	0.05	0.35	0.80	5,270	2.67	0.45	0.00%	✓	✓	Good
4	03B-3241.0	8	8	138	0.00	0.10	1.10	5,189	2.67	1.00	0.00%	✓	✓	Good
4	03B-3236.0	8	4	133	0.00	0.45	1.48	5,370	2.67	1.03	0.00%	✓	✓	Good
4	03B-3202.0	8	18	111	0.54	1.29	4.73	5,281	2.67	3.44	1.84%	✓	✓	Moderate
4	03B-3246.0	8	15	100	0.01	0.50	1.60	5,203	2.67	1.10	0.00%	✓	✓	Fair
4	03B-3205.0	8	14	10	0.69	1.49	3.13	5,188	2.67	1.64	0.64%	✓	✓	Moderate
4	03B-3208.0	8	15	53	0.00	0.32	1.96	5,190	2.67	1.64	0.00%	✓	✓	Fair

DETAILED HYDRAGRAPHS



FINAL MAP



SL RAT - Scope of Services

Process
1. Making every reasonable effort to access each manhole, complete field survey by installing transmitter and receiver between each pipeline segment in the test area. 2. Collect score of pipe segment and record it into our GIS tool 3. Upload data to server and audit for errors. Any errors are recorded and communicated to field staff to retest the line segment. 4. Provide .CSV and .SHP export data files for pipeline segments 5. Provide executive summary report identifying all pipes and their corresponding scores 6. Update GIS client portal system in real time to display completed, surcharged, or missing structures.

	Optional Services When Selected
X	Snapping Pipeline Segments When included in proposal, snap pipeline segments to adjoining manholes with the SL RAT score
	GPS Coordinates / Geodatabase deliverable When included in proposal, contractor to shoot each asset using Trimble GNSS R2 receiver with centimeter accuracy with data correction services. Exceptions to centimeter accuracy might occur based on tree cover or other satellite obstruction. Contractor will make every possible effort to ensure centimeter accuracy is achieved for each asset. All data will be delivered via Geodatabase format including updating the client's existing attribute table and linking the SL RAT scores to the pipeline segment
	Integration Into Client Asset Management or Work Order System When included in proposal, and when available, consultant to work with utility to define scores and populate those into client's work order management system for cleaning or further CCTV review.

Responsibilities of Consultant	Responsibilities of Client
1. Provide all necessary crew and equipment to complete the project 2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests. 3. Ensure that all vehicles are properly marked and have adequate safety lighting 4. Act in a polite, professional manner at all times and especially when dealing with the public 5. Report any severe observations to the point person from the client's office assigned to this project.	1. Provide contractor with all electronic data to successfully complete the project 2. Assist contractor with public issues or concerns 3. Assist with locating or exposing "cannot locate" or "cannot access" structures. 4. Provide point of contact for project. 5. Make every possible effort to ensure that the survey map is current and accurate and that manhole lids are accessible so that project can be completed in designated time frame.

The screenshot displays a GIS application interface. At the top, there is a toolbar with icons for Menu, Layers, Measure, Markup, Draw, Address, Clear, and Share. The main map area shows an aerial view of a residential neighborhood with a grid of streets. Streets are labeled with names like W N Ave, V N Ave, N Main St, and Crescent Blvd. The map is overlaid with colored lines representing different categories and scores. A legend on the left side provides a key for these colors and scores. The legend includes a scale bar for 1000 feet and a list of SL RAT scores from 0 to 10, each associated with a specific color. Below the scores, there are categories: CNA (blue), CNL (green), DO NOT SCAN (grey), FORCEMAIN (red), PRIVATE (yellow), SURCHARGED (purple), and TO DO (orange). The map shows a dense network of streets, with many segments colored in green, yellow, and red, indicating different SL RAT scores and categories.

You are given access to your data immediately with a free login to our online GIS platform. Drill down into results, deploy your cleaning crews and anticipate backups faster than ever before.

[illegible]

Our data quality controls ensure
we deliver you the most
accurate data possible

Manhole Inspections - Scope of Services

Process (All Levels of Service)

1. Making every reasonable effort to access each manhole, complete field televising using a digital manhole camera system (Panoramo 360 SI) at all times possible. Upon occasion, access with the camera system will not be possible due to terrain, resident access issues or location. At those times, crews will use a digital pole camera to obtain video files. Verify all field measurements with survey stick, pipe diameter verification tool and tap measure.
2. Contractor to provide all equipment and personnel as required to complete inspections, including at least (1) NASSCO certified inspector onsite during inspections per camera truck.
3. Provide all data in Access (NASSCO export DB) and .CSV / Excel format. Provide all digital scan files (.IPF file extension) as well as the free required view software to view the IPF files. Provide all PDF reports including appropriate attribute information collected per level of inspection detailed below. Provide access to these files via FTP or web link and provide them via USB external hard drive when requested.
4. Update GIS client portal system in real time to display completed, surcharged, or missing structures.

Level 1 MACP Inspection Specifics

Complete inspection using Panoramo 360 SI digital scanning camera equipment to perform full Level 1 MACP inspections including “non-entry” observations such as Cover, Frame, Chimney, Wall, Bench & Invert condition (Pass/Fail), confirmation of location, type of structure and evidence of surcharge and all other Level 1 MACP fields. Any additional fields not listed on the MACP Level 1 can be added as required by the client with advanced notice prior to start of project (additional fees may apply).

Level 2 MACP Inspection Specifics (X)

Complete inspection using Panoramo 360 SI digital scanning camera equipment to perform full Level 2 MACP inspections including “remote entry” observations including all Level 1 MACP fields as well as all Cover dimensions (diameter, surface bearing, condition, lid type); Frame dimensions (all measurements, condition, inflow); Cover Insert (yes/no, condition); Frame Adj Ring (yes/no, height, condition); Chimney (yes/no, material, condition, depth); Cone (yes/no, type, material, condition, depth); Wall/Barrel (type, material, condition, depth); Bench (yes/no, type, material, condition, lining); Channel/Invert (yes/no, type, material, condition, lining); Pipe (All Rim-to-Invert dimensions for each pipe, pipe size/shape, condition, and material). Any additional fields not listed on the MACP Level 2 can be added as required by the client with advanced notice prior to start of project (additional fees may apply).

Manhole Inspections Scope of Services (continued)

	Optional Services When Selected
X	Repair Recommendations (Executive Dashboard Program) When included in proposal, repair recommendations for each manhole will be provided. The means in which this data will be delivered will be via Excel VBA driven spreadsheet program and will include the Asset ID#, Severity Rating (0 = good condition – no I/I and/or no structural defect or repair that should be considered as preventative or made within 7-10 years; 1 = fair condition – light I/I and/or structural defect that should be repaired within 5-7 years; 2 = moderate severity – regular flowing I/I and/or structural repair that should be made within 1-3 years; 3 = severe condition – heavy I/I and/or severe structural defect that should be repaired immediate to 1 year), Type of Repair by category (e.g. grout, curtain grout, chimney seal, lining, inside drop, bench rehab or replacement, etc), estimated budget price for repair and notes on condition or repair. All data from the original survey will be presented in drill down format through our Executive Dashboard Program.
	GPS Coordinates / Geodatabase deliverable When included in proposal, contractor to shoot each asset using Trimble GNSS R2 receiver with sub-foot accuracy with data correction services. Exceptions to sub-foot accuracy might occur based on tree cover or other satellite obstruction. Contractor will make every possible effort to ensure sub-foot accuracy is achieved for each asset. All data will be delivered via Geodatabase format including updating the client's existing attribute table and linking PDF reports to the asset (if requested).
	Integration Into Client Asset Management or Work Order System When included in proposal, and when available, consultant to work with utility to define repair types and populate those into client's work order management system.

Responsibilities of Consultant	Responsibilities of Client
1. Provide all necessary crew and equipment to complete the project 2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests. 3. Ensure that all vehicles are properly marked and have adequate safety lighting 4. Act in a polite, professional manner at all times and especially when dealing with the public 5. Report any severe observations to the point person from the client's office assigned to this project.	1. Provide contractor with all electronic data to successfully complete the project 2. Assist contractor with public issues or concerns 3. Assist with locating or exposing "cannot locate" or "cannot access" structures. 4. Provide point of contact for project. 5. Make every possible effort to ensure that the survey map is current and accurate and that manhole lids are accessible so that project can be completed in designated time frame.

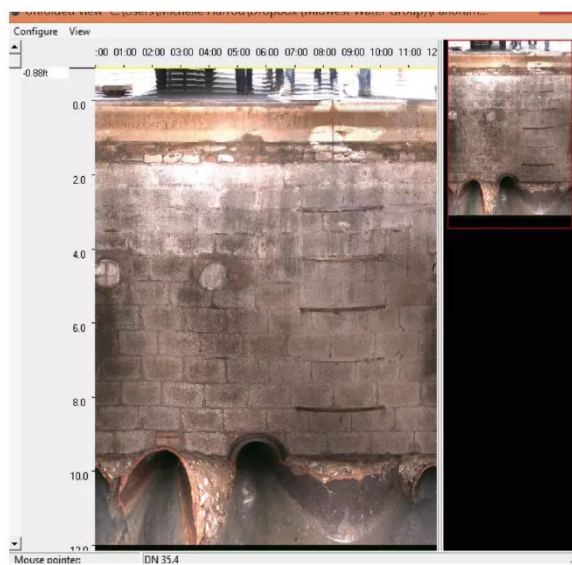
Manhole Inspections - Sample Deliverables

Video Files & Functionality

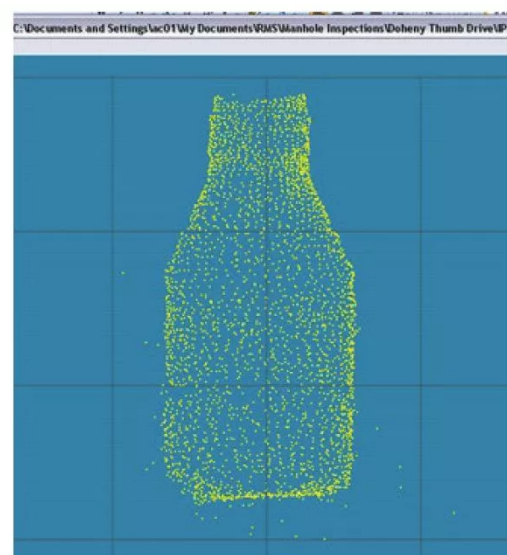
Sample Panorama 360 SI Imaging (Level 1 & Level 2 services). There are three views within the Panorama camera files - the 360 view which allows the user to pan/tilt and move up/down through the structure, the unfolded view which allows the user to take measurements and the point cloud view which allows the user to determine structure type and import into CAD. Collectively, these three perspectives portray the condition, size and defects within the structure.



360 Perspective View



Unfolded View



Point Cloud View

Reporting

Client will receive reports delivered in PDF format from a NASSCO certified software (PipeLogix). Based on the level of inspection (Level 1 or Level 2), fields within the report will be entered according to the required fields for the survey. For a level 2 survey, customer will receive a picture defect report, in addition to the standard MACP report pictured below. In addition to PDF format, all data is also delivered in a current NASSCO MACP compliant MS Access Database (.MDB) and MS Excel (.XLS) format for easy integration into most software platforms. Other reports such as the NASSCO Quick Rating score report and summary reports is also prepared as part of the standard deliverables package. Please reach out to us if you have specific data integration needs.

MACP Survey Report 4 Report Date: 2013/06/19

Sheet No. 5 Survey Date: 2013/05/16 P.O. No. Inspection Level: Level 1
 Location (No. & Name) Location/City Name: New Haven, Indiana Inspection Status: Recent Inspection

Adjustment Ring
 MR Adjustment Ring Type: None
 MR Adjustment Ring Material: ☐ Sound ☐ Cracked ☐ Broken
 MR Adjustment Ring Height: ☐ Combed/Fluted/Worm ☐ Leaking ☐ Poor Installation

Frame
 Frame Material: Cast Iron Frame Opening Diameter: 42 in
 Frame Bearing Surface Width: Frame Depth: Frame Seal Below: Infl. Stained
 Frame Seal Condition: ☐ Sound ☐ Loose/Not Attached ☐ Cracked ☐ Offset
 Frame Seal Material: ☐ Sound ☐ Cracked ☐ Offset

Chimney
 Chimney Material: Concrete Interior Chimney Coating/Line: Exterior Chimney Coating/Line: Chimney Depth: Chimney in: Infl. Stained

Cone
 Cone Type: Central Camera Cone Depth: Cone Material: Concrete (non-reinforced)
 Interior Cone Coating/Line: Exterior Cone Coating/Line:

Wall
 Wall Diameter 1: 42 in Wall Depth: Interior Wall Coating/Line: Exterior Wall Coating/Line:
 Wall Diameter 2: Wall Material: Concrete (non-reinforced)

Batch
 Batch Material: Concrete (non-reinforced)
 Batch Coating/Line:

Channel/Sewer
 Channel Material: Concrete (non-reinforced) Stop: # Steps: 0
 Channel Type: Flumed Stop Material: Metal
 Channel Exposure: Partially Opened
 Channel Installed: Yes

Detail Report

MACP Survey Report 4 Report Date: 2013/06/19

Sheet No. 5 Surveyor's Name: Brandon Certificate Number: T-1104-1714 Date: 2013/05/16 Time: 13:19
 Survey Customer: Drainage Area System Owner: Location (No. & Name): 3527 Kirkland Dr
 P.O. No. Location/City Name: New Haven, Indiana Year Rehabilitated:
 Further Location Details: Outgoing Grade to Invert Rim to Grade Use of Sewer Sanitary

Cover File Date: 2013/06/19 15:55

Frame File Date: 2013/06/19 16:06

Chimney File Date: 2013/06/19 16:07

Cone File Date: 2013/06/19 16:07

Wall File Date: 2013/06/19 16:09

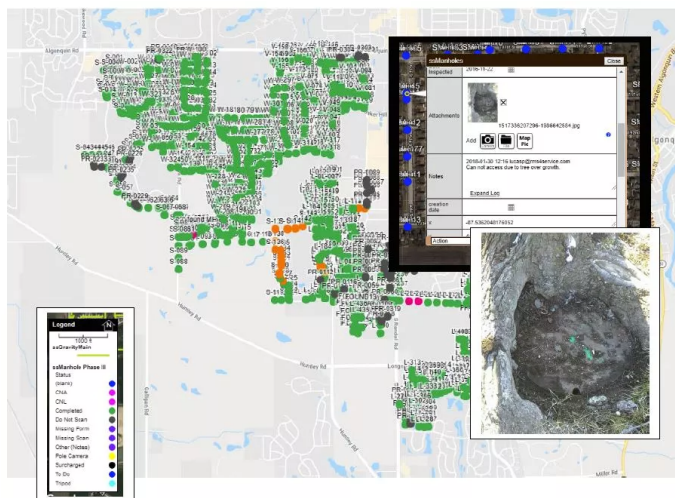
Wall File Date: 2013/06/19 16:09

PipeLogix Inc. Phone: 866-299-3150 Fax: 760-406-8023

Defect Picture Report

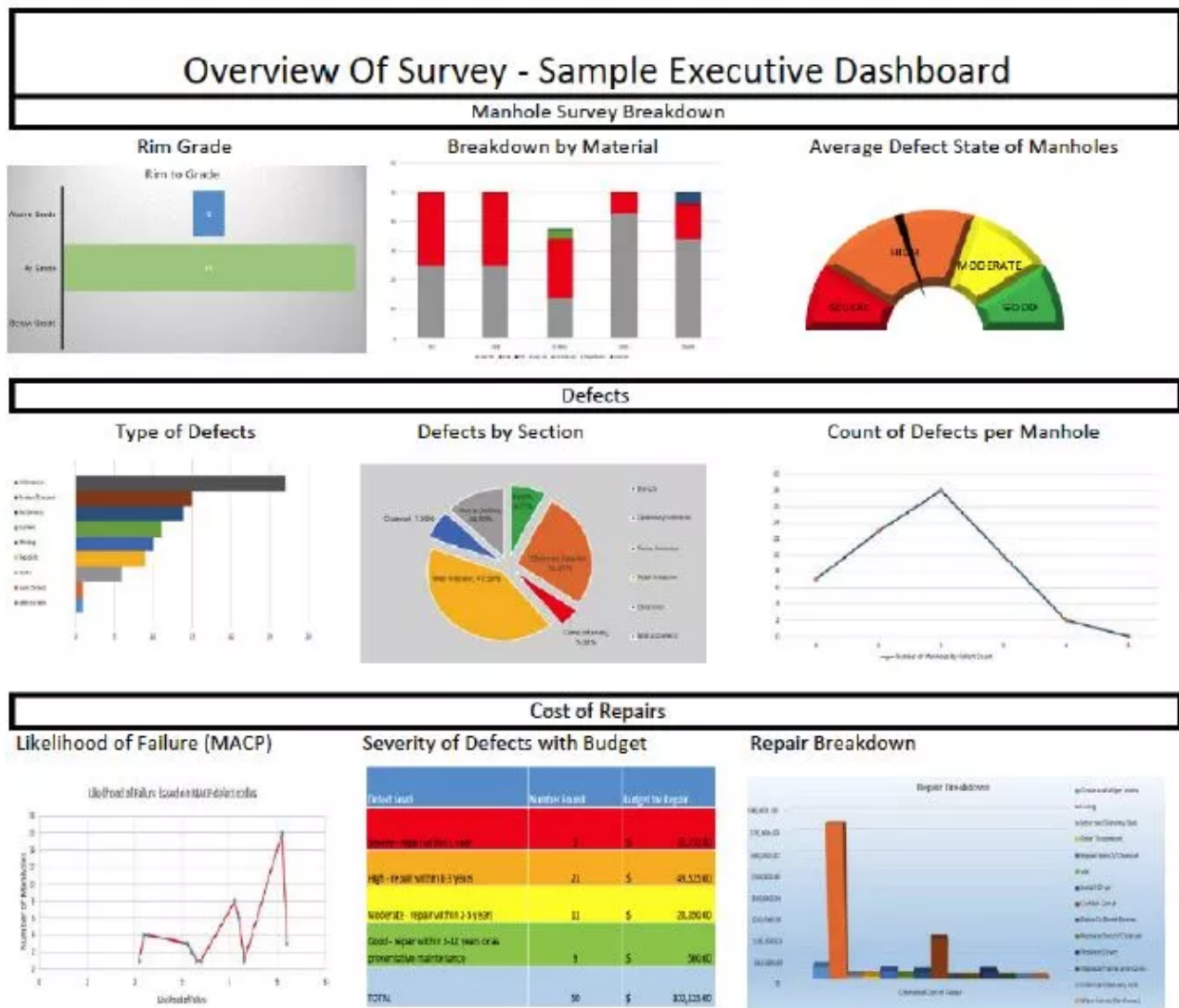
GIS Tool

Our field collection process is real time, and at your fingertips. We do this through our hosted GIS platform in which we grant you access during the project. You can use it to view crew progress, identify and help remedy access issues and identify surcharges or immediate issues before deliverables are created. At the end of the project, we submit all data to you back in Geodatabase format, including repair recommendations, issue structures and found structures. We believe in easy data integration so we prepare you deliverables in a variety of formats that integrate into GIS, ERP and Asset Management Systems. Just ask!



Executive Level Analysis and Reporting Options

Our dynamic Dashboard tool allows you to quickly view, query and sort your data to drill down to the information you need to perform critical repairs or to generate bid files for CIP programs. View pictures from the tool, group like manholes together and print combined reports in PDF. The power of the project is at your fingertips!



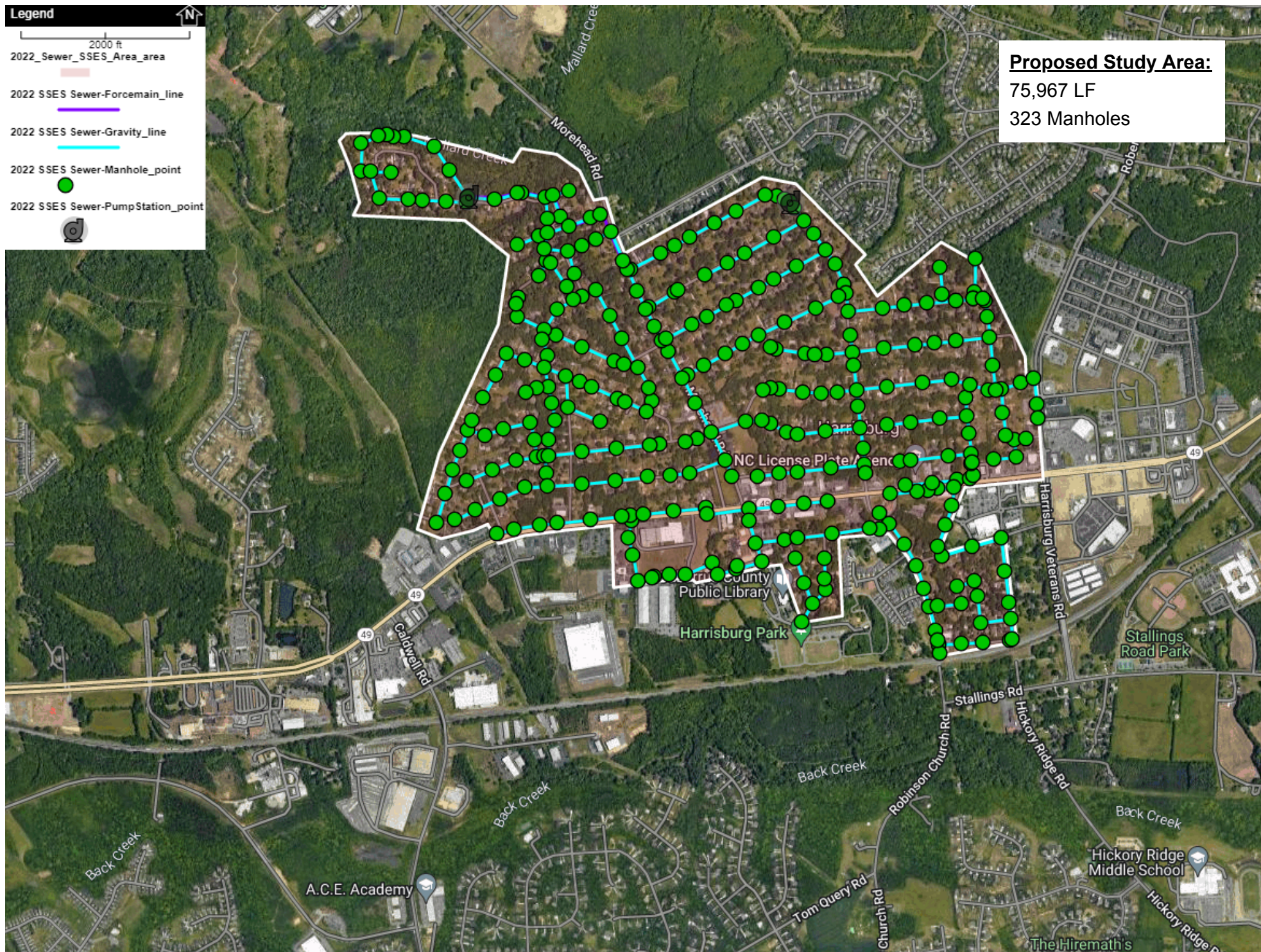
Want to see more?

View our deliverables presentation now by clicking on the video button to the right of this message.



Maps of Subject Area

Proposed subject area supporting documents and maps



Investment



The prices quoted herein will remain in effect for the length of this contract, unless changes are agreed upon in writing by both parties.

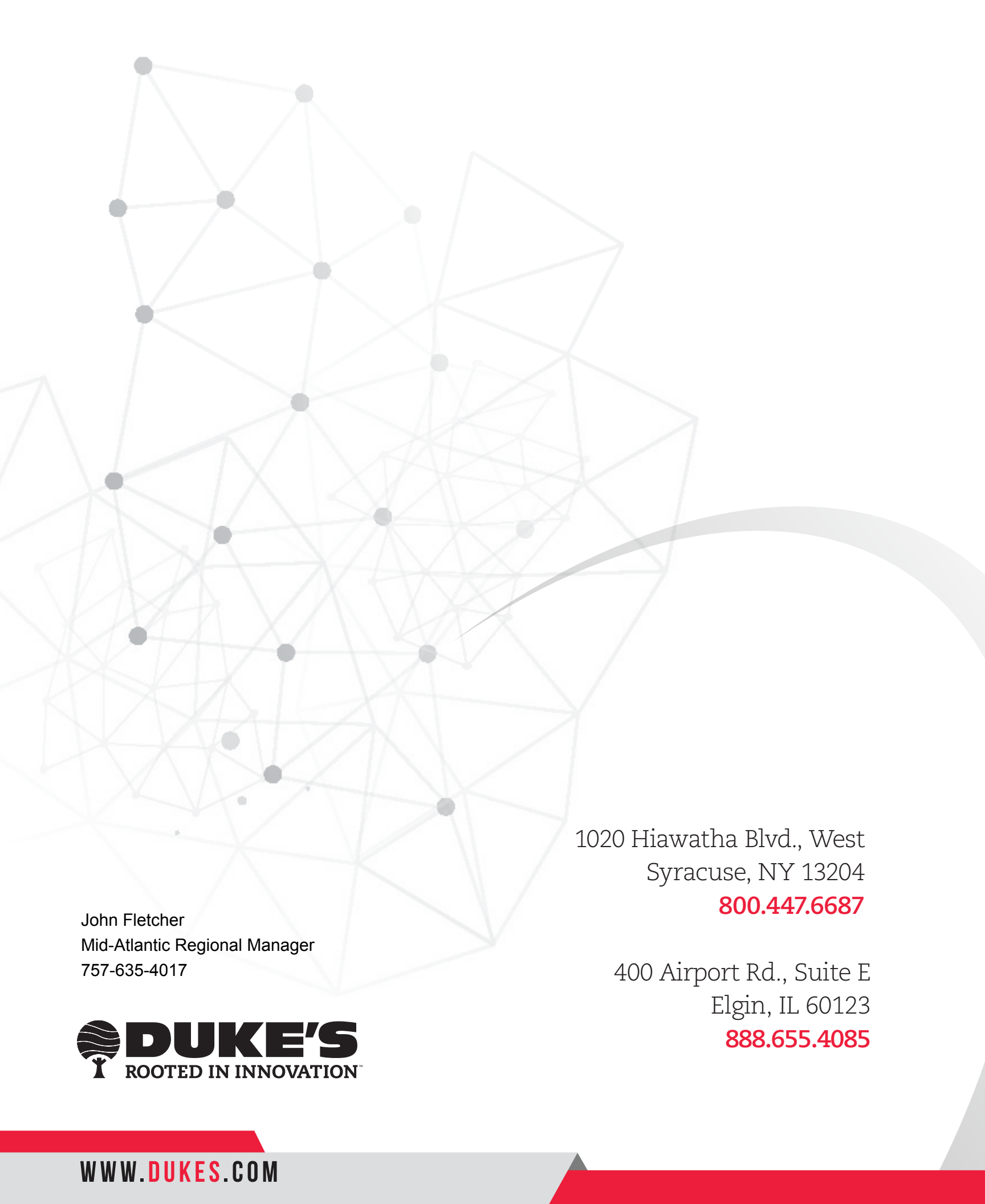
TYPE OF SERVICE	Price	UM	QTY	Subtotal
<i>Duke's 360 I&I Inspection & Assessment Program</i>				
Duke's 360 Program Sanitary Sewer Investigation Services Consisting of: - iTracking - microdetection I&I meter - SL RAT - acoustic pipeline inspection - Pano 360 SI - digital 360 manhole inspections - Detailed Summary Report and Evaluation Study Area: - Approximately 75,967 LF Sewer Main - Approximately 323 Sewer Manholes - Installation, Data Pull & Retrieval of iTracker microdetection meters Documentation: - MACP deliverables (manhole inspections) with repair recommendations - Acoustic inspection results report and dashboard - iTracker microdetection study documentation - Executive and drill down dashboards - Study report and summary presentation - GDB / GIS shape files with all deliverables - Deliverables Review Meeting	\$2.25	LF	75967	\$170,925.75
Traffic Control	\$7,500.00	LS	1	\$7,500.00

Total **\$178,425.75**

We ask that our clients assist with structures that are not located or accessible while our crews are in the field in an effort to achieve full project completion. If assistance with access to structures cannot be completed within 24 hours after crews complete field work, a remobilization fee may be applied to complete remaining structures on the project.

Monthly progress billing will be based on field work completed to date. 10% hold back of the project total will be billed upon completion, submission and presentation of final project deliverables and reports.

Proposal pricing is valid for 90 days.

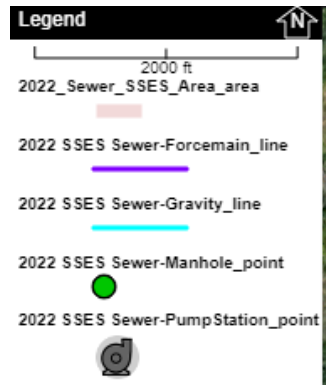


John Fletcher
Mid-Atlantic Regional Manager
757-635-4017



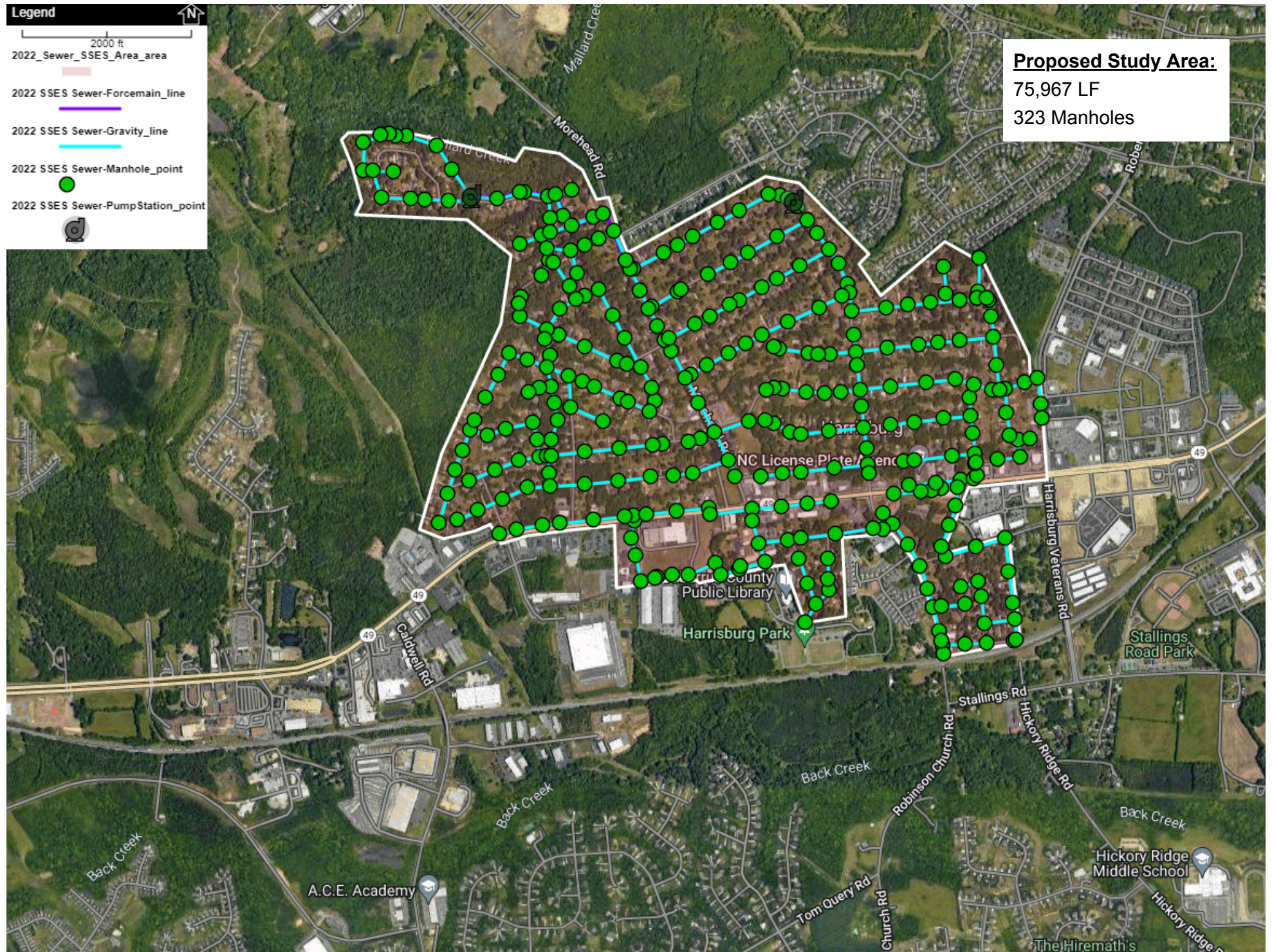
1020 Hiawatha Blvd., West
Syracuse, NY 13204
800.447.6687

400 Airport Rd., Suite E
Elgin, IL 60123
888.655.4085

**Proposed Study Area:**

75,967 LF

323 Manholes





TOWN OF HARRISBURG

Agenda Item Details

Title:

Centralina Regional Council Charter Ratification Resolution

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the resolution ratifying the updated Charter of Centralina Regional Council.

Description/Background:

Recently, the Centralina Board of Delegates approved amendments to the organization's Charter. The purpose of these changes was to add language prohibiting private entities from having an interest in the organization's earnings and financial assets. To finalize the amendment process, Centralina member governments must ratify the amended Charter. A resolution has been provided for review and approval.

Recommendation:

Approval of the resolution ratifying the amended Charter of Centralina Regional Council.

Fiscal Impact:

None

Attachments:

1. Centralina Charter Ratification Memo
2. Centralina Resolution

MEMORANDUM

TO: Centralina Member Governments

FROM: Geraldine Gardner, Executive Director

DATE: June 17, 2022

RE: Request to Ratify Centralina Regional Council's Amended Charter

Earlier this year, Centralina management identified an unresolved issue with the organization's tax status. Legal counsel determined that Centralina qualifies for federal income tax exempt status because the organization performs an "essential government function" consistent with Internal Revenue Code Section 115(1), which specifies tax exemption for income derived from such a function. Specific sections of the Centralina Charter and Bylaws needed to be amended to prohibit any private party from benefitting from or having an interest in the organization's earnings and assets, however.

At the February 9th Centralina Board of Delegates meeting, the Board adopted a resolution to amend the Charter and Bylaws to resolve this issue. To finalize the Charter amendment process, the governing body of each Centralina member government must ratify the updated Charter.

At your governing body's upcoming July or August meeting, I ask that you include the attached resolution on your Consent Agenda. A copy of the amending resolution adopted by the Centralina Board of Delegates and the updated Charter are also attached for reference. Centralina staff are available if you have any questions about the process. Once your council or board has ratified the Charter, please send a copy of your adopted resolution to Connor Choka at cchoka@centralina.org.

We greatly appreciate your membership in Centralina and thank you for your support of this request.



704-372-2416 | info@centralina.org | www.centralina.org
9815 David Taylor Drive, Suite 100 | Charlotte, NC 28262



RESOLUTION RATIFYING THE UPDATED CHARTER OF CENTRALINA REGIONAL COUNCIL

WHEREAS, the Town of Harrisburg is a member of Centralina Regional Council (Centralina), a council of governments serving the needs of the nine-county region that includes Anson, Cabarrus, Gaston, Lincoln, Iredell, Mecklenburg, Rowan, Stanly and Union counties; and

WHEREAS, on February 9, 2022, the Centralina Board of Delegates adopted a resolution amending the organization's Charter to add language prohibiting private entities from benefitting from or having an interest in the organization's earnings or assets; and

WHEREAS, each member government must endorse the Charter as Centralina's governing document.

NOW, THEREFORE, BE IT RESOLVED by the Harrisburg Town Council that the Town of Harrisburg hereby ratifies the amended Centralina Regional Council Charter.

This the 11th day of July, 2022.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

H2022-02-R: Consideration of annexation and rezoning a portion of parcel (PIN 5517-31-9093) off Stallings Rd for a single-family home.

Presenting Personnel:

Zac Gordon, Interim Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the Annexation, Rezoning and Zoning Map Amendment for Property off of Stallings Rd. H-2022-02 (R).

If denied, the following motion is suggested:

To deny the Annexation, Rezoning and Zoning Map Amendment for Property off of Stallings Rd. H-2022-02 (R).

Description/Background:

The property owners of parcel 5517-31-9093 have submitted a request to subdivide and rezone a portion of this parent parcel, approximately 4.25 acres of land located off Stallings Rd and annex into the Town. A portion of the proposed parcel is currently in the Town's ETJ and the remainder is in the County. Rezoning/annexation will keep the parcel in one jurisdiction and allow the owner to build a single-family home on the newly created lot. To achieve this, the applicant is requesting that the properties be rezoned from County LDR (Low Density Residential) to RE (Residential Rural Estate). The RE district has a maximum density of 0.80 dwelling units per acre. The proposed density is 0.24 dwelling units per acre and the lot meets the RE dimension requirements per the UDO.

The newly created lot will require annexation to take it out of the County and the Town's ETJ. The Planning and Zoning Board recommended approval at their May meeting. A Town Council public hearing was held in June hear public comment on the rezoning and annexation. Town Council will consider the rezoning and annexation, based upon the recommendation of the Planning and Zoning Board, at the July 11, 2022 Council meeting..

A staff report is attached for more information, but there are no site-specific plans for these parcels. Staff is recommending approval of the rezoning request as presented

Recommendation:

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

Fiscal Impact:

None.

Attachments:

1. H2022-02-R Application
2. H2022-02-R Site Map
3. H2022-02-R Staff Report TC
4. H2022-02-R Survey
5. Flowers Annexation Application

6. Certificate of Sufficiency - Flowers
7. Flowers_Annexation Plat
8. Resolution Fixing Date of Public Hearing - Flowers
9. Annexation Ordinance 7024



HarrisburgNC

The right side of opportunity

Subject Property Information

1. Street Address A PART OF 3151 STALLINGS RD.
2. PIN(s) (10 digit#) 5517 -- 31 -- 9093
3. Deed Reference Book 12440 Page 257
4. Township # 1

Description of Subject Property

5. Size (square feet or acreage) 4.25 ACRES
6. Street Frontage (feet) +/- 519'
7. Current Land Use FARM
8. Surrounding Land Use and Zoning Classification
 - North: Zoning RM Land Use RESIDENTIAL
 - South: Zoning LDR Land Use FARM
 - East: Zoning LDR Land Use FARM
 - West: Zoning RE Land Use FARM
9. Request to Change Zoning From LDR to RE
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: _____



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.

- JAMES R. FLOWERS, JR. AND WIFE
12. Property Owner VIRGINIA K. FLOWERS
- Address 7029 KITTY HAWK LN. INDIAN LAND S.C. 29707
- Phone (704) 574-1008
- Fax N/A
- Email: Jim@bvbproperties.com
- Signature Virginia K. Flowers
13. Agent (if any) _____
- Address _____
- Phone _____
- Fax _____
- Email _____
- Signature _____
14. Applicant (if any) Virginia K. Flowers
- Address 7029 Kitty Hawk Lane Indian Land, S.C. 29707
- Phone (704) 562-4835
- Fax _____
- Email virginiaflowers44@gmail.com
- Signature Virginia K. Flowers

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.



HarrisburgNC

The right side of opportunity

Owner/Agent/Applicant Information

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

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

12. Property Owner

Address

Phone

Fax

Email:

Signature

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

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

AMELIA F. TURNER

Address

2900 STALLINGS RD.
HARRISBURG NC 28075

Phone

Fax

N/A

Email:

afturner7@gmail

Signature

Amelia F. Turner

13. Agent (if any)

Address

Phone

Fax

Email

Signature

14. Applicant (if any)

Amelia F. Turner

Address

2900 Stallings Rd. Harrisburg, NC

Phone

7806217736

Fax

Email

afturner7@gmail

Signature

Amelia F. Turner

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





Town of Harrisburg
Planning and Economic Development Department
Rezoning Staff Report

DATE: May 10, 2022

SUBJECT:

Request H-2022-02-(R): To rezone approximately 4.25 acres from County LDR (Low Density Residential) to RE (Rural Estate)

Location: The subject property is located on Stallings Road across from Cotton Street (portion of PIN 5517-31-9093)

Applicant: James Flowers

Staff Report Prepared by: Craig Thomas, Senior Planner

Neighborhood Meeting: N/A

BACKGROUND:

Area: ±4.25 acres Total

Existing Land Use: Vacant/Single-Family Residential

Zoning within 500 feet: North - Countryside Residential (RM), Town of Harrisburg
South - Low Density Residential (LDR), Cabarrus County
East - Low Density Residential (LDR), Cabarrus County
West - Office and Institutional (O-I) and Rural Estate (RE), Town

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

APPLICATION SUMMARY:

- The applicant proposes to annex/rezone portion of parcel PIN 5517-31-9093 into the Town of Harrisburg. A portion of the proposed single-family lot is currently in the Town's ETJ and remainder in the County, rezoning/annexation will keep the parcel in one jurisdiction and get access to town's services.
- The portion in the Town's ETJ is zoned RE (Rural Estate) and the remainder zoned County LDR (Low Density Residential). The request is to annex the county portion into the Town and zone the entire new parcel to RE (Rural Estate).
- The RE district has a maximum density of 0.80 dwelling unit per acre. The proposed density is 0.24 dwelling units per acre and the lot meets the RE 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 contiguous to the current Town of Harrisburg corporate limits.

APPROVAL CRITERIA:

1. The size of the tract in question;

The subject property is approximately 4.25 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:

***RE:** The RE district is established to provide transition areas between low- and medium- or high-density residential land uses, designed as larger, estate-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 **Medium Density Residential**. The description of Medium Density Residential is as follows:

“This area is comprised of predominantly single-family detached homes but may include attached single family units, such as townhomes and duplexes. The mix of housing types are intended to create neighborhoods with a density range of 2 to 3 dwelling units per acre. Improved open spaces are interspersed and the streetscape is more formal.”

Based on the description of the Medium Density Residential land use classification, the proposed 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 owner to build a single family home and maintain the low density character of what is currently a vacant parcel along the south side of Stallings Road.

Recommendation LU-7 of the Plan recommends consistency between the Town’s zoning regulations and the adopted Future Land Use Map. A table included as part of this goal establishes the “appropriate” zoning districts to use when making zoning decisions based on the Future Land Use Map. The map, as previously stated, designates this area as Medium Density Residential, and although the proposed density of 0.24 dwelling units per acre is less than the standards set forth in the HALUP, the proposed density does not exceed those standards and is compatible with the standards designated by the RE 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 0.24 dwelling units per acre could be achieved under the proposed zoning, and annexation allows access to town offered services.

The addition of one single-family detached home has no detrimental impact to the surrounding community. The construction of one new home 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, subject to availability being allocated by the Town’s Wastewater Allocation Committee. Water is available along Stallings Road and sewer access is available in neighborhoods to the north, south, and east of the property. 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 one (1) lot and one home 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 (0.24 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 lot, 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 to medium density residential use and a school. Existing land use patterns in the area typically consist of low to medium density residential lots, institutional, 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.

APPROVAL:

The applicant proposes to annex/rezone portion of parcel PIN 5517-31-9093 into the Town of Harrisburg. A portion of the proposed single-family lot is currently in the Town's ETJ and remainder in the County, rezoning/annexation will keep the parcel in one jurisdiction and get access to town's services. The proposed lot meets dimensional requirements in the UDO for Residential Rural Estate (RE) district.

RECOMMENDATION:

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

CERTIFICATE OF OWNERSHIP
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT, ESTABLISHED MINIMUM BUILDING LINES, AND DEDICATE ALL ROADS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO THE PUBLIC USE EXCEPT AS NOTED. FURTHER, WE CERTIFY THE LAND AS SHOWN HEREON IS WITHIN THE PLATTING JURISDICTION OF CABARRUS COUNTY.

BY: _____ DATE
OWNER

BY: _____ DATE
OWNER

BY: _____ DATE
OWNER

CERTIFICATE OF APPROVAL BY THE SUBDIVISION ADMINISTRATOR

I, _____, Subdivision Administrator of Cabarrus County hereby approve the final plat entitled "MINOR SUBDIVISION PLAT: THE PROPERTY OF JAMES R. FLOWERS, Jr. and wife, VIRGINIA KALE FLOWERS on the _____ day of _____, 2021.

Administrator

PLAT REVIEW OFFICER CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

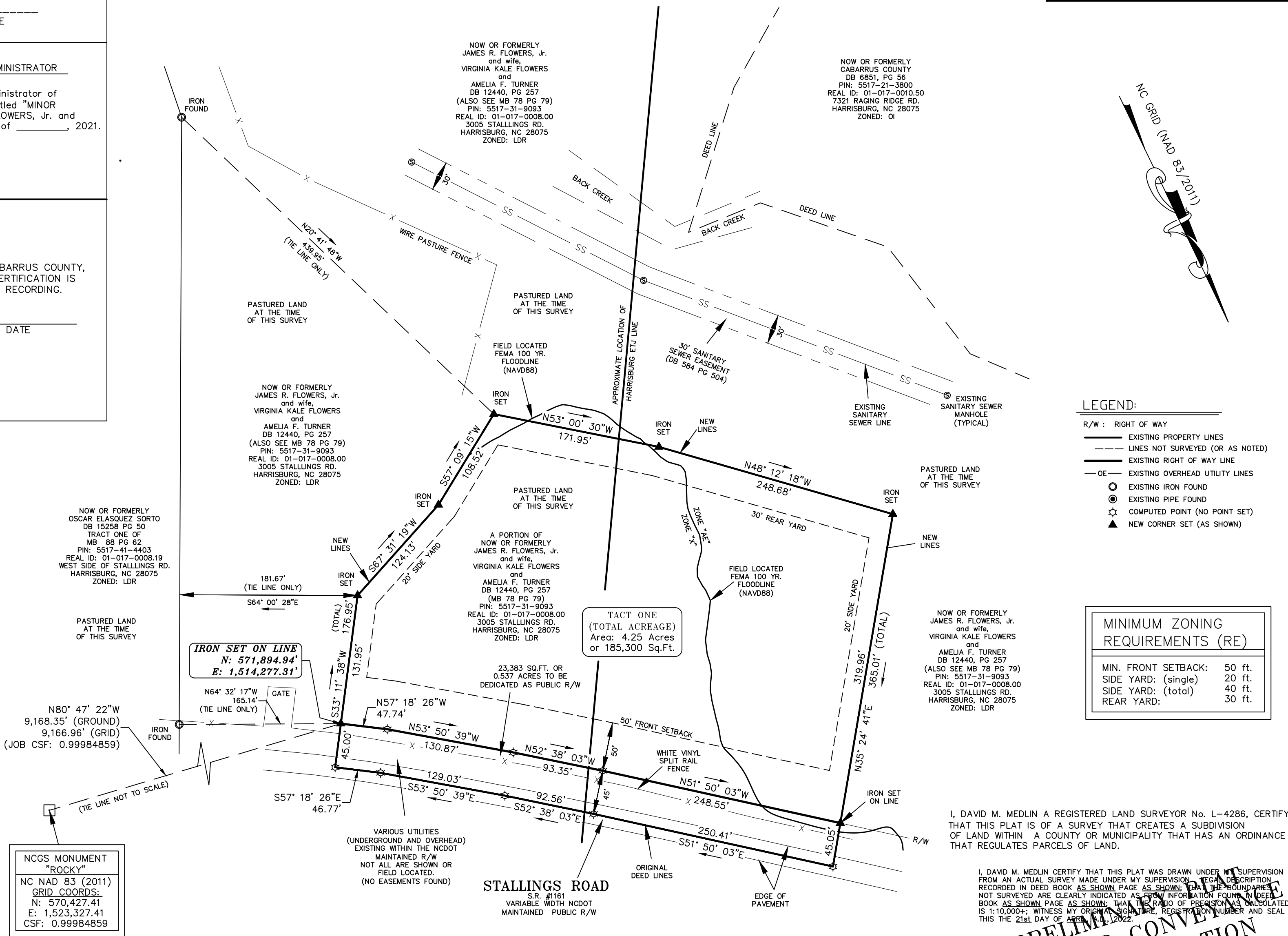
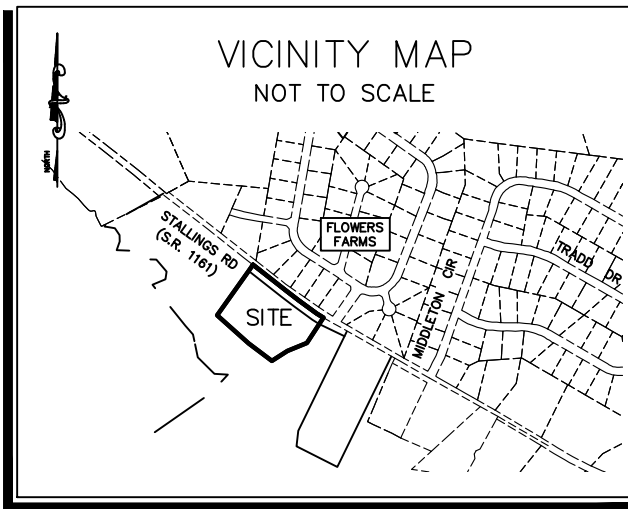
DATE

CERTIFICATE OF FINAL PLAT APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS OF THE HARRISBURG TOWN COUNCIL, OR THEIR DESIGNATED REVIEW COMMITTEE, SUBJECT TO ITS BEING RECORDED WITH THE CABARRUS COUNTY REGISTER OF DEEDS WITHIN 30 DAYS OF THE DATE BELOW.

DATE _____ DIRECTOR OF PLANNING

DATE _____ DIRECTOR OF ENGINEERING AND PUBLIC WORKS



LEGEND:

- R/W : RIGHT OF WAY
- EXISTING PROPERTY LINES
 - LINES NOT SURVEYED (OR AS NOTED)
 - EXISTING RIGHT OF WAY LINE
 - OE --- EXISTING OVERHEAD UTILITY LINES
 - EXISTING IRON FOUND
 - EXISTING PIPE FOUND
 - ☆ COMPUTED POINT (NO POINT SET)
 - ▲ NEW CORNER SET (AS SHOWN)

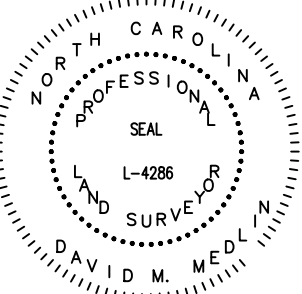
MINIMUM ZONING REQUIREMENTS (RE)

MIN. FRONT SETBACK: 50 ft.
SIDE YARD: (single) 20 ft.
SIDE YARD: (total) 40 ft.
REAR YARD: 30 ft.

I, DAVID M. MEDLIN A REGISTERED LAND SURVEYOR No. L-4286, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

I, DAVID M. MEDLIN CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. LEGAL DESCRIPTION RECORDED IN DEED BOOK AS SHOWN PAGE AS SHOWN. IF THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS FROM INFORMATION FOUND IN DEED BOOK AS SHOWN PAGE AS SHOWN; THAT THE RADIO OF PRECISION AS CALCULATED IS 1:10,000+; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS THE 21st DAY OF APRIL 2022.

PRELIMINARY PLAT
NOT FOR CONVEYANCE
OR RECORDATION



GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

NOTES:

1. - BOUNDARY SURVEY MADE USING:

DEED BOOK:	PAGE:
12440	257
208	28
584	504

PLAT BOOK:	PAGE:
78	79

- AND OTHERS, AS SHOWN AND RECORDED IN CABARRUS CO. REGISTER OF DEEDS
2. - TAX PARCEL : 5517-31-9093; REAL ID: 01-017-008.00
4. - TITLE SEARCH NOT DONE BY MEDLIN SURVEYING CO. PROPERTY SUBJECT TO ANY RECORDED EASEMENTS NOT SHOWN ON THIS SURVEY
5. - SUBJECT PROPERTY LIES WITHIN FEMA AREA "X" AND "AE" (FEMA MAP # 3710551700K - EFFECTIVE DATE 8/30/2018).
6. - AREA BY COORDINATE GEOMETRY METHOD
7. - SUBJECT PROPERTY IS CURRENTLY ZONED: LDR (CABARRUS COUNTY). AS SHOWN: WITH PROPOSED ZONING OF "RE" (TOWN OF HARRISBURG).

NCGS MONUMENT
"ROCKY"
NC NAD 83 (2011)
GRID COORDS:
N: 570,427.41
E: 1,523,327.41
CSF: 0.99984859

Revisions:

4/21/22: REVISED SETBACKS & RW DEDICATION-PER COMMENTS.

Scale: 1"=80'

Date: NOV. 06, 2021

Drawn By: DIM

Surveyed By: DIM

Job No.: KENT 4.25

FLOWERS - FINAL-4-21-2022-V2020.DWG

MINOR SUBDIVISION OF A PORTION OF

THE PROPERTY OWNED BY:

JAMES R. FLOWERS, Jr. and wife, VIRGINIA KALE FLOWERS

AND AMELIA F. TURNER

PIN: 5517-31-9093; REAL ID: 01-017-008.00

3151 STALLINGS ROAD, HARRISBURG, N.C. 28075 No. 1 TOWNSHIP OF CABARRUS COUNTY



Harrisburgnc

The right side of opportunity

PETITION REQUESTING ANNEXATION

DATE:

Dec. 7, 2021

TO THE TOWN COUNCIL OF THE TOWN OF HARRISBURG

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

☒ CONTIGUOUS

☐ NON-CONTIGUOUS

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

☒ ATTACHED

☐ DESCRIBED AS FOLLOWS:

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

4. SIGNATURE OF OWNERS

NAME

ADDRESS

Amelia F. Lunn

2900 Stallings Rd.

Virginia B. Flowers

Harrisburg, NC 28075

27029 Kitty Hawk Ln. Indian Land SC 29707

James R. Flowers, Jr.

7029 Kitty Hawk Ln.

Indian Land, S.C.

29707



CERTIFICATE OF SUFFICIENCY

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 26th day of April, 2022.




Janet Rackley, Clerk

CERTIFICATE OF OWNERSHIP
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT, ESTABLISHED MINIMUM BUILDING LINES, AND DEDICATE ALL ROADS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO THE PUBLIC USE EXCEPT AS NOTED. FURTHER, WE CERTIFY THE LAND AS SHOWN HEREON IS WITHIN THE PLATTING JURISDICTION OF CABARRUS COUNTY.

BY: _____ DATE
OWNER

BY: _____ DATE
OWNER

BY: _____ DATE
OWNER

CERTIFICATE OF APPROVAL BY THE SUBDIVISION ADMINISTRATOR

I, _____, Subdivision Administrator of Cabarrus County hereby approve the final plat entitled "MINOR SUBDIVISION PLAT: THE PROPERTY OF JAMES R. FLOWERS, Jr. and wife, VIRGINIA KALE FLOWERS on the _____ day of _____, 2021.

Administrator

PLAT REVIEW OFFICER CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

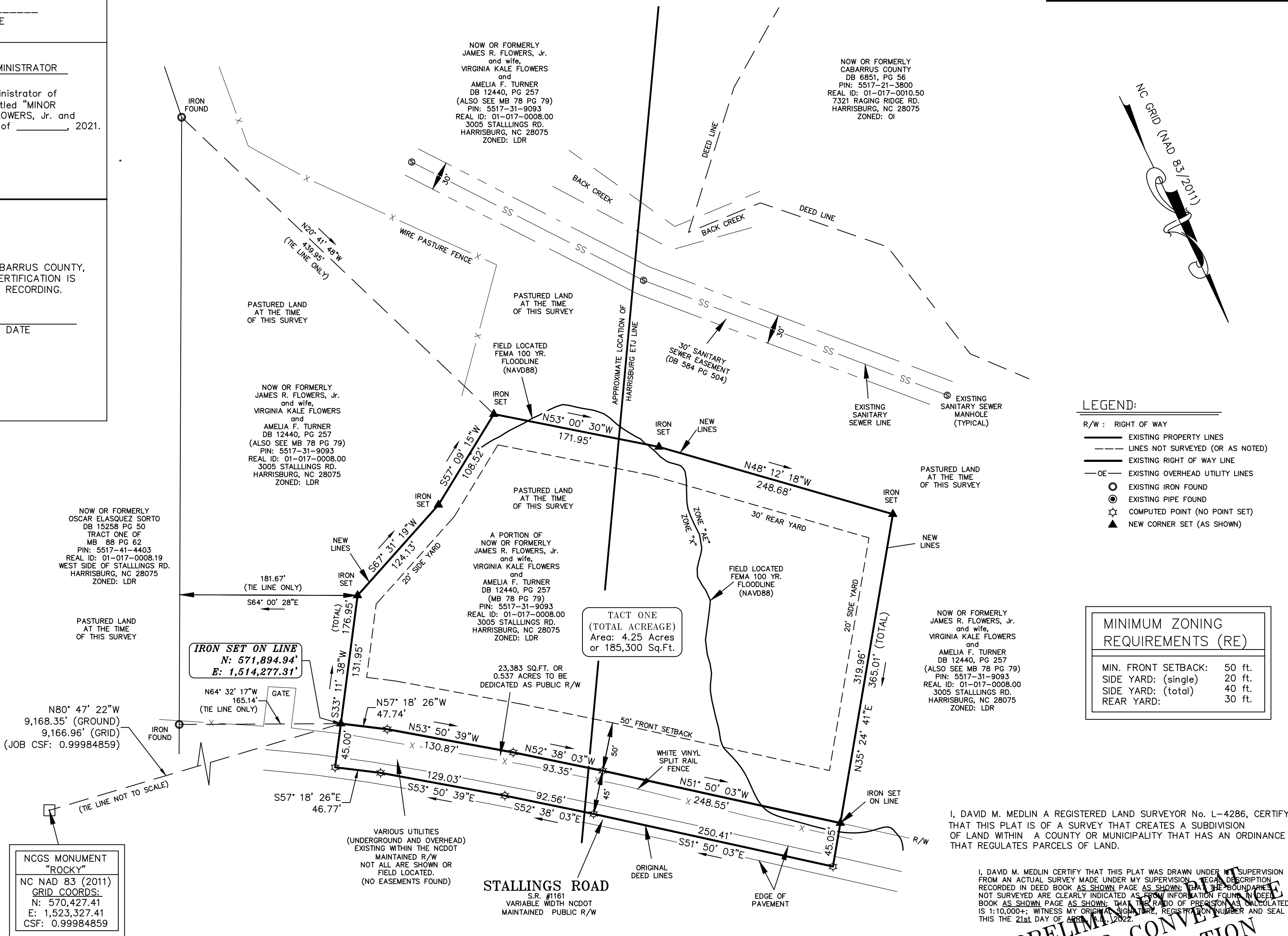
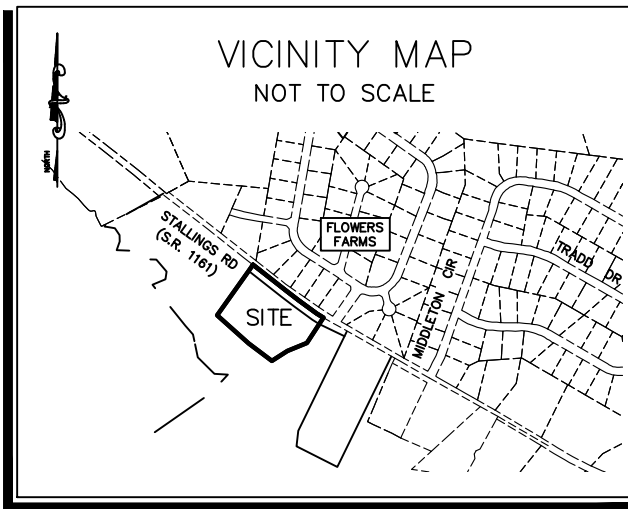
DATE

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DATE _____ DIRECTOR OF ENGINEERING AND PUBLIC WORKS



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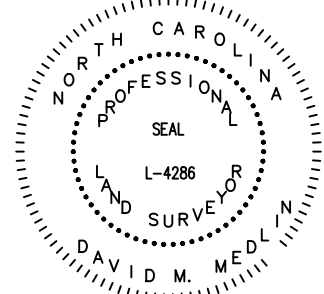
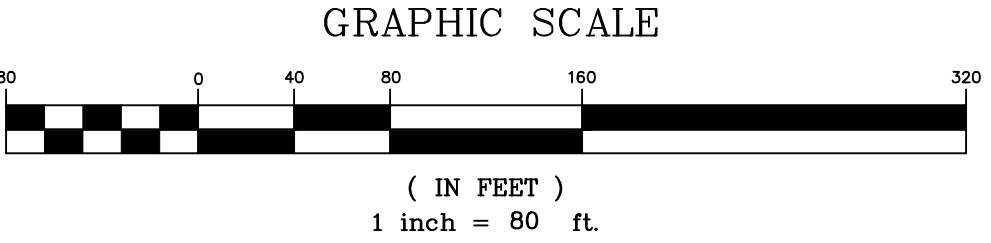
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NOTES:

- BOUNDARY SURVEY MADE USING:
DEED BOOK: PAGE:
12440 257
208 28
584 504
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78 79
AND OTHERS, AS SHOWN AND RECORDED IN CABARRUS CO. REGISTER OF DEEDS
- TAX PARCEL : 5517-31-9093; REAL ID: 01-017-008.00
- IRON PINS ESTABLISHED AT ALL CORNERS (UNLESS OTHERWISE NOTED)
- TITLE SEARCH NOT DONE BY MEDLIN SURVEYING CO.
PROPERTY SUBJECT TO ANY RECORDED EASEMENTS NOT SHOWN ON THIS SURVEY
- SUBJECT PROPERTY LIES WITHIN FEMA AREA "X" AND "AE"
(FEMA MAP # 3710551700K - EFFECTIVE DATE 8/30/2018).
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- SUBJECT PROPERTY IS CURRENTLY ZONED: LDR (CABARRUS COUNTY).
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NCGS MONUMENT
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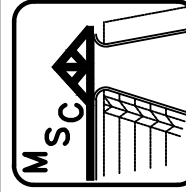
MINOR SUBDIVISION OF A PORTION OF

THE PROPERTY OWNED BY:
JAMES R. FLOWERS, Jr. and wife, VIRGINIA KALE FLOWERS
AND AMELIA F. TURNER

3151 STALLINGS ROAD, HARRISBURG, N.C. 28075 No. 1 TOWNSHIP OF CABARRUS COUNTY
PIN: 5517-31-9093; REAL ID: 01-017-008.00

Revisions:
4/21/22: REVISED SETBACKS & RW DEDICATION-PER COMMENTS.

Scale: 1"=80'
Date: NOV. 06, 2021
Drawn By: DIM
Surveyed By: DIM
Job No.: KENT 4.25
FLOWERS - FINAL-4-21-2022-V2020.DWG



MEDLIN
SURVEYING CO.

2915 STALLINGS RD.
HARRISBURG, NC 28075
Cell: 704-201-4332
EMAIL: MEDLINSURVEY@YAHOO.COM



**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 June 13, 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:

PART OF THE PROPERTY OF:

JAMES R. FLOWERS, Jr. and wife, VIRGINIA KALE FLOWERS
AND AMELIA F. TURNER
(Deed Book 12440, Page 257) (PIN: 5517-31-9093; Real ID: 01-017-0008.00)

Lying and being in the No. 1 Township of Cabarrus County, North Carolina, and being located on the west side of Stallings Road (S.R. #1161) and being a portion of the aforesaid Deed Book 12440 Page 257 (PIN: 5517-31-9093; Real ID: 01-017-0008.00) as recorded among the Cabarrus County Register of Deeds; and being more particularly described as follows:

A 4.25 Acres Tract of Land

Beginning at a new IRON SET on the eastern line of the 4.25 Acres Tract being described herein, said IRON SET being further described as having Ground Coordinates of N: 571907.49', E: 1,514,285.52' and being located

North 80°42'13" West 9,162.26 feet (Ground) from NCGS Monument "Rocky" and also being the POINT OF BEGINNING (POB) of the 4.25 Acres Tract being described herein; thence leaving the POINT OF BEGINNING (POB) and running the following

6 (six) a new lines through the aforesaid Deed Book 12440 Page 257 (PIN: 5517-31-9093; Real ID: 01-017-0008.00):

South 33°11'38" West 146.95 feet to a new IRON SET; thence

South 67°31'19" West 124.13 feet to a new IRON SET; thence

South 57°09'15" West 108.52 feet to a new IRON SET; thence

North 53°00'30" West 171.95 feet to a new IRON SET; thence

North 48°12'18" West 248.68 feet to a new IRON SET; thence

North 35°24'41" East (passing a new IRON SET ON LINE at 334.97 feet, a total of 365.01 feet) to a COMPUTED POINT at the centerline of Stallings Road (S.R. #1161) (a variable width NCDOT maintained Public Right of Way); said COMPUTED POINT being further described as being the northwestern corner of the 4.25 Acres Tract being described herein and also being situated on the northern line of the aforesaid Deed Book 12440 Page 257 (PIN: 5517-31-9093; Real ID: 01-017-0008.00); thence running along the centerline of Stallings Road (S.R. #1161) the following 4 (four) calls:

South 51°50'03" East 250.41 feet to a COMPUTED POINT; thence

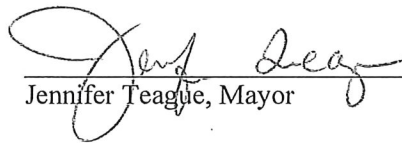
South 52°38'03" East 92.56 feet to a COMPUTED POINT; thence

South 53°50'39" East 129.03 feet to a COMPUTED POINT; thence

South 57°18'26" East 46.77 feet to a COMPUTED POINT, said COMPUTED POINT being further described as being the northeast corner of the 4.25 Acres Tract being described herein; thence leaving said centerline and running a new line

South 33°11'38" West 30.00 feet to the Point of Beginning and containing 185,300 square feet or 4.25 acres of land, more or less.

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


Jennifer Teague, Mayor

ATTEST:


Janet Rackley, Town Clerk



ORDINANCE #7024
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 June 13th, 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 July 11th, 2022:

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

PART OF THE PROPERTY OF:

JAMES R. FLOWERS, Jr. and wife, VIRGINIA KALE FLOWERS
AND AMELIA F. TURNER
(Deed Book 12440, Page 257) (PIN: 5517-31-9093; Real ID: 01-017-0008.00)

Lying and being in the No. 1 Township of Cabarrus County, North Carolina, and being located on the west side of Stallings Road (S.R. #1161) and being a portion of the aforesaid Deed Book 12440 Page 257 (PIN: 5517-31-9093; Real ID: 01-017-0008.00) as recorded among the Cabarrus County Register of Deeds; and being more particularly described as follows:

A 4.25 Acres Tract of Land

Beginning at a new IRON SET on the eastern line of the 4.25 Acres Tract being described herein, said IRON SET being further described as having Ground Coordinates of N: 571907.49', E: 1,514,285.52' and being located

North 80°42'13" West 9,162.26 feet (Ground) from NCGS Monument "Rocky" and also being the POINT OF BEGINNING (POB) of the 4.25 Acres Tract being described herein; thence leaving the POINT OF BEGINNING (POB) and running the following

6 (six) a new lines through the aforesaid Deed Book 12440 Page 257 (PIN: 5517-31-9093; Real ID: 01-017-0008.00);

South 33°11'38" West 146.95 feet to a new IRON SET; thence

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South 57°18'26" East 46.77 feet to a COMPUTED POINT, said COMPUTED POINT being further described as being the northeast corner of the 4.25 Acres Tract being described herein; thence leaving said centerline and running a new line

South 33°11'38" West 30.00 feet to the Point of Beginning and containing 185,300 square feet or 4.25 acres of land, more or less.

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

Section 2. Upon and after 11th day of July, 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 July 2022.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

H2022-04-R: Consideration of annexation and rezoning of a parcel at 9625 Reedy Ln associated with a request for the Town's services.

Presenting Personnel:

Zac Gordon, Interim Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the Annexation, Rezoning and Zoning Map Amendment for parcel at 9625 Reedy Lane H-2022-04 (R).

If denied, the following motion is suggested:

To deny the Annexation, Rezoning and Zoning Map Amendment for parcel at 9625 Reedy Lane H-2022-04 (R).

Description/Background:

The property owners of the parcel addressed 9625 Reedy Lane have submitted a request to rezone the parcel, approximately 15 acres of land located off Reedy Lane. The applicant proposes to annex the parcel into the Town of Harrisburg town limits to have access to the Town's sewer services for the lot. The lot is currently in Cabarrus County. To achieve this, the applicant is requesting that the property be rezoned from County CRR (Countryside Residential) to RE (Residential Rural Estate). The RE district has a maximum density of 0.80 dwelling units per acre. The proposed density is 0.067 dwelling units per acre and the lot meets the RE dimension requirements per the UDO.

The property in question is in the County and requires annexation. The Planning and Zoning Board recommended approval at their May meeting. A Town Council public hearing was held in June to hear public comment on this rezoning and annexation. Town Council will take action on the rezoning and annexation upon the recommendation of the Planning and Zoning Board at the July 11, 2022 Town Council meeting.

A staff report is attached for more information, but there are no site-specific plans for these parcels. Staff is recommending approval of the rezoning request as presented

Recommendation:

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

Fiscal Impact:

None.

Attachments:

1. H2022-04-R Application
2. H2022-04-R Site Map
3. H2022-04-R Staff Report PB
4. H2022-04-R Survey
5. Certificate of Sufficiency - Reedy Lane

6. H2022-04-R Annexation Petition
7. H2022-04-R Annexation Plat
8. Resolution Fixing Date of Public Hearing - Reedy Lane
9. Annexation Ordinance 7025



Subject Property Information

1. Street Address 9625 Reedy Ln Harrisburg, NC 28075
2. PIN(s) (10 digit#) 5516 -- 12 -- 7719 ; -- --
3. Deed Reference Book 39 Page 99
4. Township #

Description of Subject Property

5. Size (square feet or acreage) 15 Acres
6. Street Frontage (feet) 270 feet
7. Current Land Use CR - Residential
8. Surrounding Land Use and Zoning Classification
- | | | |
|--------|------------------|-----------------------------|
| North: | Zoning <u>CR</u> | Land Use <u>Residential</u> |
| South: | Zoning <u>CR</u> | Land Use <u>Residential</u> |
| East: | Zoning <u>CR</u> | Land Use <u>Residential</u> |
| West: | Zoning <u>CR</u> | Land Use <u>Residential</u> |
9. Request to Change Zoning From CR to RE
10. Is this a request for a Conditional Rezoning? ☒ YES ☐ NO

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

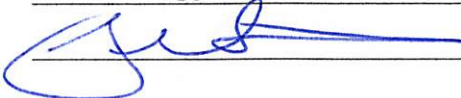
11. Purpose for Request: To annex the property into the town of Harrisburg to obtain
the use of the sewer system.



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.

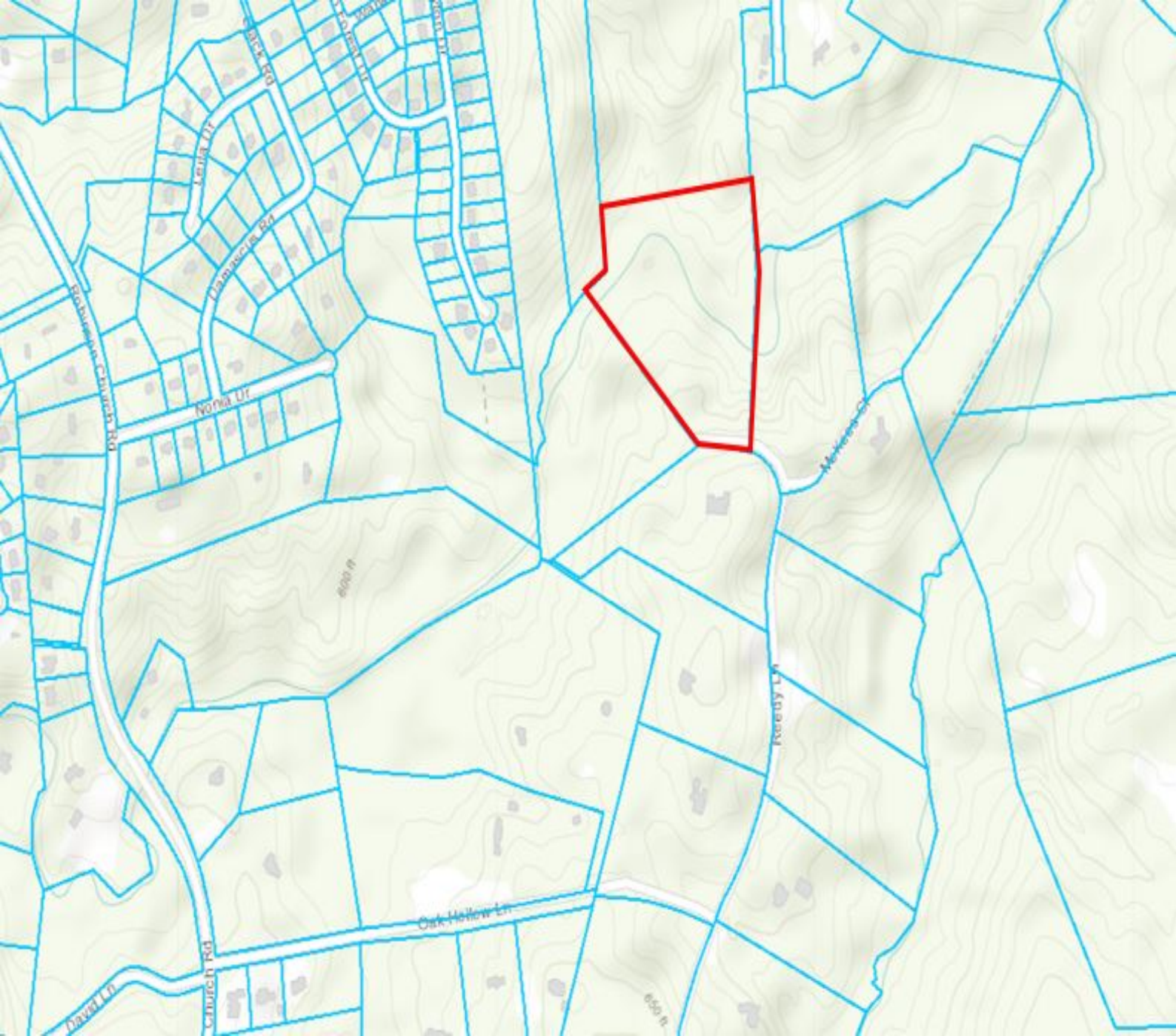
I do hereby certify that all information which I have provided for this application is, to the best of my/our knowledge, correct.

12. Property Owner Tron Properties LLC - Brian Mann President
Address 9630 Reedy Ln Harrisburg, NC 28075
Phone (904) 710-8918
Fax
Email: brian.mann14@gmail.com
Signature 

13. Agent (if any)
Address
Phone
Fax
Email
Signature

14. Applicant (if any) Gaddis Bros. Inc.
Address PO Box 651 Harrisburg, NC 28075
Phone (980) 500-9408
Fax
Email jason@gaddisbros.com
Signature 

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





Town of Harrisburg
Planning and Economic Development Department
Rezoning Staff Report

DATE: May 10, 2022

SUBJECT:

Request H-2022-04-(R): To rezone approximately 15 acres from County CR (Countryside Residential) to RE (Rural Estate)

Location: The subject property is located on Reedy Lane off of Oak Hollow Lane (PIN 5516-12-7719)

Applicant: Brian Mann of Tron Properties, LLC

Staff Report Prepared by: Craig Thomas, Senior Planner

Neighborhood Meeting: N/A

BACKGROUND:

Area: ±15.0 acres Total

Existing Land Use: Vacant/Single-Family Residential

Zoning within 500 feet: North - Countryside Residential (CR), Cabarrus County
South - Countryside Residential (CR), Cabarrus County
East - Countryside Residential (CR), Cabarrus County
West - Countryside Residential (CR), Cabarrus County and Town

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

APPLICATION SUMMARY:

- The applicant proposes to annex a parcel into the Town of Harrisburg town limits to have access to a Towns' sewer services. The lot is currently in Cabarrus County. To achieve this, the applicant is requesting that the property be rezoned from County CR (Countryside Residential) to RE (Rural Estate).
- The RE district has a maximum density of 0.80 dwelling unit per acre. The proposed density is 0.067 dwelling units per acre and the lot meets the RE 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 15.0 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:

RE: *The RE district is established to provide transition areas between low- and medium- or high-density residential land uses, designed as larger, estate-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 **Low Density Residential**. The description of Low Density Residential is as follows:

"This area is characterized by low- to moderate-density residential development (1 to 2 dwelling units per acre). Single-family detached homes are complemented by natural areas as well as formal and informal open space amenities. Conservation design, which includes more open space in exchange for smaller minimum lot sizes, may be recommended in locations with sensitive natural resources."

Based on the description of the Low Density Residential land use classification, the proposed 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 owner to build a single family home 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 Low Density Residential and the proposed density of 0.067 dwelling units per acre is compatible with the standards designated by the RE 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 0.067 dwelling units per acre could be achieved under the proposed zoning, and annexation allows access to town offered services.

The addition of one single-family detached home has no detrimental impact to the surrounding community. The construction of one new home 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, subject to availability being allocated by the Town’s Wastewater Allocation Committee. Water is available to the west at Hickory Ridge Elementary School and sewer access is available to the north of the property along Reedy Creek. 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 one (1) lot and one home 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 (0.067 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 lot, 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.

APPROVAL:

The rezoning request is associated with an annexation request to access Town's sewer services, which requires the properties to be rezoned to Town's zoning classification. The requested RE (Rural Estate) zone and the lot size meets dimensional requirements as noted in the Town's UDO.

RECOMMENDATION:

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



Vicinity Map (NTS)

Flood Certification
I have examined the Flood Insurance Rate Map for Cabarrus County North Carolina, Community Panel Number 371055166K dated November 16, 2018, and hereby certify that this property is located in a special flood hazard area as determined by the Federal Emergency Management Agency.



NC Grid
(NAD 83-CORS)

Site Data:
Tax Parcel: 5516127719
Zoning: CR
Setbacks:
Front 50'
Side 20'
Rear 30'

- NOTES
1. Areas computed using coordinate geometry.
 2. This map was prepared without the benefit of a title search.
 3. Survey subject to full title search.
 4. This property may be subject to right of ways, easements, restrictions and covenants either recorded or implied.
 5. All distances shown are horizontal ground distances.
 6. Rebar set at all corners unless otherwise noted.
 7. Broken lines indicate property lines not surveyed.
 8. All adjoining property owner information is taken from current deeds and tax records and are considered as "Now or Formerly".
 9. Lawrence Associates makes no guarantees to the compaction or to the nonexistence of spoils areas.
 10. Other underground utilities may exist but their locations are not known.

Curve Table				
Curve #	Length	Radius	CHORD BEARING	CHORD
C1	10.93	200.00	N77°10'15"W	10.93
C2	269.31	1200.00	N85°26'50"W	268.75

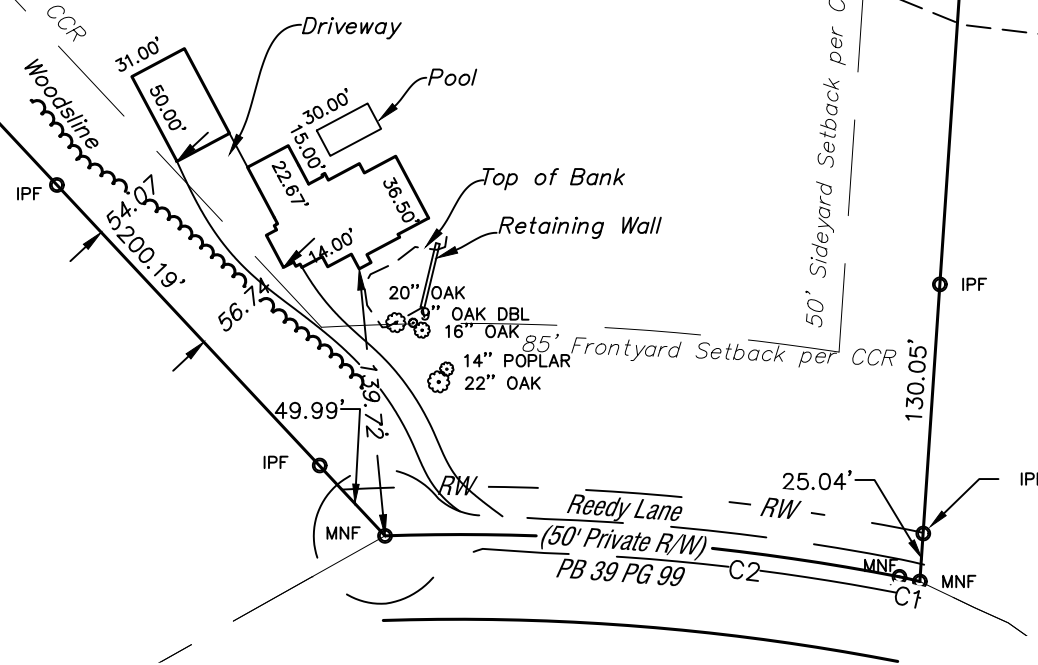
5516136622
8857 Rocky River LLC
PB 38 PG 75
8847 Rocky River Rd.

551623649
Jason Dickens
9155 McMillian Dr.

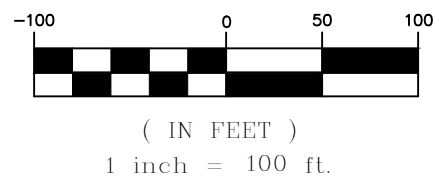
5516127719
Douglas and Nancy Henry
PB 39 PG 99
9625 Reedy Lane

5516223557
Jose and Tish Sanchez
PB 39 PG 99
9645 Reedy Lane

551612245
James and Deborah Carano
PB 39 PG 99
9600 Reedy Lane



Legend	
Power Pole.....	
Light Pole.....	
Overhead Electric..	
IPF	Iron Pin Found
IPS	Iron Pin Set
MNF	Mag. Nail Found



LAWRENCE ASSOCIATES 106 W. Jefferson St. Monroe, North Carolina 28112 P 704-289-1013 F 704-283-9035 www.lawrencesurveying.com Firm License Number: C-2856	Plot Plan for Douglas Henry Harrisburg, Cabarrus County, NC		REVISIONS WML 07-22-2020 WML 08-12-2020 WML 08-14-2020 WML 09-02-2020 WML 11-12-2020
	Orig. scale: 1" = 100'	Date: July 17, 2020	Drawn By: WML
Job No. 5762			Drawing file: Plot Plan.dwg
			Drawing no. 20/195



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 26th day of April 2022.




Janet Rackley, Clerk



PETITION REQUESTING ANNEXATION

DATE: 01/31/2022

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:

Deed Attached

Unincorporated Harrisburg map attached

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

SIGN

Tron Properties LLC

Brian Mann, President

9625 Reedy Ln Harrisburg, NC 28075



Vicinity Map (NTS)

Flood Certification
I have examined the Flood Insurance Rate Map for Cabarrus County North Carolina, Community Panel Number 371055166K dated November 16, 2018, and hereby certify that this property is located in a special flood hazard area as determined by the Federal Emergency Management Agency.



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(NAD 83-CORS)

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Tax Parcel: 5516127719
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Setbacks:
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Side 20'
Rear 30'

- NOTES
1. Areas computed using coordinate geometry.
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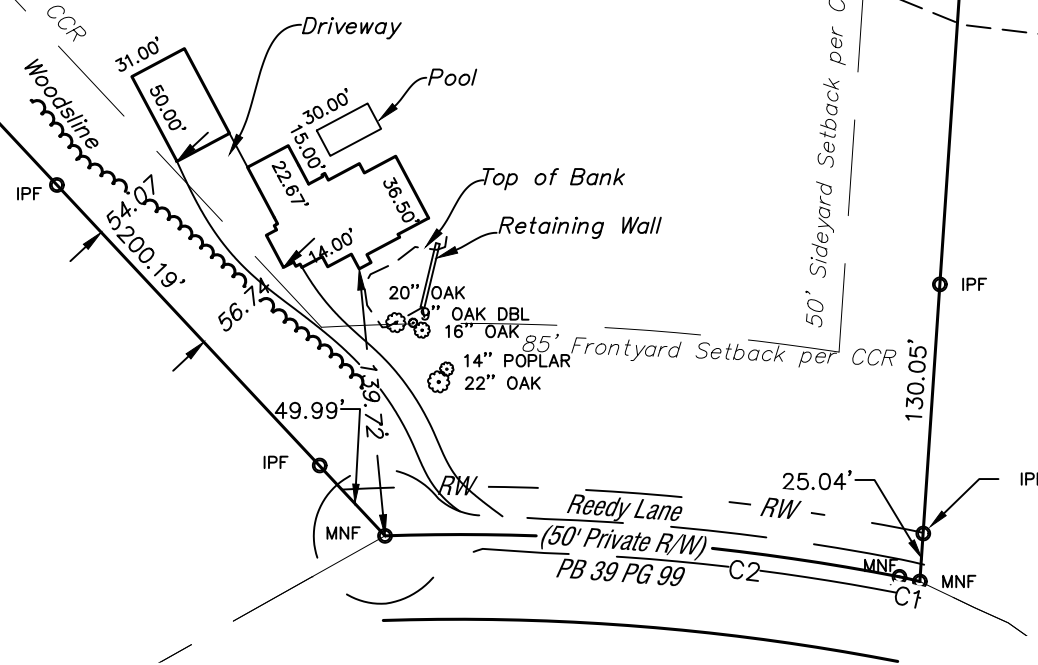
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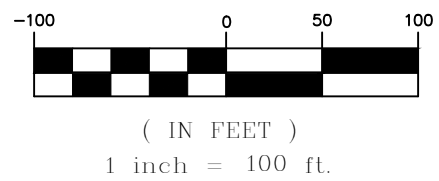
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James and Deborah Carano
PB 39 PG 99
9600 Reedy Lane



Legend	
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Light Pole.....	
Overhead Electric..	
IPF	Iron Pin Found
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	Orig. scale: 1" = 100'	Date: July 17, 2020	Drawn By: WML
Job No. 5762			Drawing file: Plot Plan.dwg
			Drawing no. 20/195



**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:

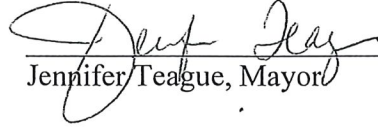
Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on June 13, 2022.

Parcel 55161277190000

9625 Reedy Lane, Harrisburg NC 28075

Beginning at magnetic nail found in the center of Reedy Lane, a 50' Private R/W as recorded in Plat book 39 File 99 in the Cabarrus County Register of Deeds, then a curve turning to the left having a radius of 200.00 feet, and whose long chord bears N 77° 10' 15" W for a distance of 10.93 feet to a magnetic nail found in the center of Reedy Lane. Thence from said magnetic nail the beginning of a curve turning to the left, having a radius of 1200.00 feet, and whose long chord bears N 85° 26' 35" W for a distance of 268.77 feet to a PK nail found in the center of Reedy Lane. Then from said PK Nail N 43° 04' 57" W, passing an iron found at 49.99 feet, thence continuing on line passing another iron pin found at 200.19 feet, thence continuing on line 476.41' to a point, a total distance of 726.59 feet. Thence from said point, N 48° 01' 53" E for a distance of 30.49 feet to a point. Thence from said point N 18° 41' 14" E a distance of 10.97 feet to a point. Thence, N 04° 35' 25" W for a distance of 69.15 feet to a point. Thence, N 04° 35' 25" W for a distance of 307.46 feet to a point. Thence, N 83° 12' 29" E for a distance of 799.17 feet to a point. Thence, S 04° 45' 40" E for a distance of 374.67 feet to a point. Thence, S 03° 50' 51" W passing an iron pin found a 528.21 feet, thence continuing on line passing another iron pin found at 130.05' for a total, thence continuing on line 25.04 feet, a total distance of 683.30 feet to the point of beginning, containing ± 654,383 square feet.

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, Clerk



ORDINANCE #7025

**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 June 13th, 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:

Parcel 55161277190000

9625 Reedy Lane, Harrisburg NC 28075

Beginning at magnetic nail found in the center of Reedy Lane, a 50' Private R/W as recorded in Plat book 39 File 99 in the Cabarrus County Register of Deeds, then a curve turning to the left having a radius of 200.00 feet, and whose long chord bears N 77° 10' 15" W for a distance of 10.93 feet to a magnetic nail found in the center of Reedy Lane. Thence from said magnetic nail the beginning of a curve turning to the left, having a radius of 1200.00 feet, and whose long chord bears N 85° 26' 35" W for a distance of 268.77 feet to a PK nail found in the center of Reedy Lane. Then from said PK Nail N 43° 04' 57" W, passing an iron found at 49.99 feet, thence continuing on line passing another iron pin found at 200.19 feet, thence continuing on line 476.41' to a point, a total distance of 726.59 feet. Thence from said point, N 48° 01' 53" E for a distance of 30.49 feet to a point. Thence from said point N 18° 41' 14" E a distance of 10.97 feet to a point. Thence, N 04° 35' 25" W for a distance of 69.15 feet to a point. Thence, N 04° 35' 25" W for a distance of 307.46 feet to a point. Thence, N 83° 12' 29" E for a distance of 799.17 feet to a point. Thence, S 04° 45' 40" E for a distance of 374.67 feet to a point. Thence, S 03° 50' 51" W passing an iron pin found a 528.21 feet, thence continuing on line passing another iron pin found at 130.05' for a total, thence continuing on line 25.04 feet, a total distance of 683.30 feet to the point of beginning, containing ± 654,383 square feet.

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

Section 2. Upon and after July 11th, 2022, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in forced 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 July, 2022

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contracts for Fire Training Grounds

Presenting Personnel:

Bryan Dunn, Fire Chief

Suggested Motion or Action:

If approved:

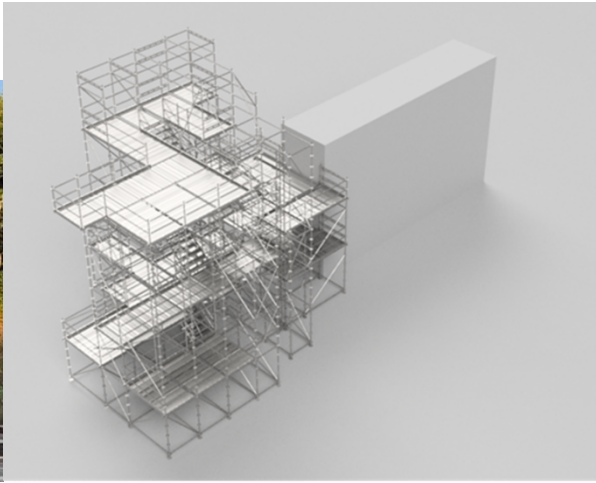
Motion to approve the two attached contracts for \$53,000 and \$130,510 for the purchase/construction of burn containers and a training tower at Fire Station #2.

Description/Background:

Training is paramount to successful and safe firefighting operations. Currently, the Harrisburg Fire Department does not have a permanent solution to the problem of providing realistic training to its members. The training Division relies on the use of donated structures for most of its training. Our closest Burn Building is 26 miles away from Harrisburg. This makes training more than one crew difficult, along with the associated cost of driving that far. It also reduces our staffing during days when companies are training.

To meet the needs and goals of our membership, the Training division has designed a cost-effective, safe, local solution to address these issues. Across the country, many fire departments are building burn buildings from Shipping Containers. These provide a very economical way to design buildings that mimic the jurisdictions they serve. For example, the closest burn building is in Salisbury at the Rowan Cabarrus Community College (RCCC). The Burn Building is constructed of steel and concrete and when built in 2014, the cost was \$850,000. In May of 2021, RCCC constructed another building used for non-live fire training at a cost of just over \$1.4 million. The building the Training Division has designed is 3850 square feet and costs \$53,000.

Along with the burn building, the Harrisburg Fire Department needs a tower where members can practice technical rescue techniques. In following the same model as the burn building, we have found a manufacturing company which makes a very affordable solution. The company is called Affordable Drill Towers. Working with their design team, the Training division has created a 3-story training tower that will provide ample challenges for our members to train on. The tower itself is designed out of scaffolding and provides many opportunities for different disciplines compared to traditional brick and mortar structures. This unique design is cost-effective and will meet our needs. In attempting to gather multiple bids on these towers, we did not find another company with the same design or concept currently available.



Having our own training buildings will also assist us and getting the maximum number of points for our ISO rating.

Recommendation:

Staff recommends approval of the attached contracts in the amounts of \$53,000 for the burn containers and \$130,510 for the training tower.

Fiscal Impact:

The fiscal impact to the Town for the two attached contracts is \$183,510. There is no additional funding required or budget modification necessary. Both contracts were informally bid with the containers being the lowest of three bidders and the training tower being considered a sole-source provider given the custom design and modifications on the desired setup.

These two structures are the final pieces of the Fire Station #2 Capital Projects Ordinance. The Capital Projects Ordinance currently has available budget authorization of approximately \$285,000. If approved, the budget remaining in the capital projects ordinance would be reduced to approximately \$101,000, which will be used for miscellaneous finishing touches on the project. Any unused funds at the completion of the training grounds will be returned to the Capital Reserve Fund - General Fund for use on other capital projects in the future.

Attachments:

1. Affordable Drill Towers - Training Tower
2. Estimate - Brute Enterprises - Containers (1)

AFFORDABLE DRILL TOWERS LLC

12126 Roxie Drive

Austin, TX 78729

(844)558-6937

Steve@affordabledrilltowers.com



Quotation

QUOTATION # 1177**DATE** 06/09/2021**EXPIRATION DATE** 09/09/2021**ADDRESS**

Assistant Chief Jimmy Green
Harrisburg Fire Dept
6450 Moorehead Rd.
Harrisburg, NC 28075

SHIP TO

Harrisburg Fire Dept
6450 Moorehead Rd.
Harrisburg, NC 28075

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SHIP VIA

ADT

CONTACT

Jimmy Green

PHONE

704-796-7859

PART NUMBER	ACTIVITY	QTY	UNIT PRICE	EXTENDED PRICE
CA34	34'T California Drill Tower Affordable Drill Tower (5-levels, 6-floors, FDC, Standpipes & Sprinkler System, 1-Balcony, 2-Segmented Floors).	1	54,995.00	54,995.00
STB	Steel Toe Boards Complete wrap of all steel flooring (outside edges) to minimize hose lines from expanding off the Drill Tower, and tools and appliances from being kicked-off.	1	2,475.00	2,475.00
VLSC	Vertical Ladder w/Safety Cage Vertical Ladder w/Safety Cage for vertical rope rescue, confined space training, patient-packaging, and limited access scenarios.	1	5,495.00	5,495.00
10-OUT	10' Outrigger Bays Extends the footprint of the California Drill Tower by 10' in each direction. The Outrigger Bays are diagonally braced-back to the California Drill Tower. There will be 2 x 8'W x 10'L Outrigger Bays; 1 x 21'W x 10'L Outrigger Bay and 2 x 4'W x 10'L Outrigger Bays. The Outriggers also creates a ground-level hallway that is 4'10" wide and nearly 40' in length. The Outrigger Structure will extend to the 4th Floor. The main purpose of the Outriggers are to provide added support, as well as more floor area for students and training.	1	9,895.00	9,895.00
10-OUT-DK	10' Outrigger Decking Provides Steel Decking on all of the Outrigger Bays, which creates a mezzanine-style area. This level is protected by OSHA Guard Rails, and is accessible by a fire department ground ladder. Outrigger Decking would be on the 2nd Floor level, as well as the 4th Floor level (21'W x 10'L Outrigger Bay only)	1	5,495.00	5,495.00
RF-SIM	Roof Simulators The Roof/Vertical Ventilation Simulators includes (both): Flat Roof Prop (8'W x 10'L) built on the Decking of an Outrigger Bay to simulate a commercial roof during vertical ventilation. Pitched Roof Prop (8'W x 10'L) - approx. 5/12 pitch, built on the Decking	1	7,695.00	7,695.00

PART NUMBER	ACTIVITY	QTY	UNIT PRICE	EXTENDED PRICE
	of an Outrigger Bay to simulate a residential roof during vertical ventilation.			
	*10-OUT & 10-OUT-DK are required for the RF-SIM			
BAL	Balcony/Instructor's Platform 2nd Balcony/Instructor's Platform added above existing Balcony to create more realistic apartment scenarios & provide additional vantage points. The 2nd Balcony/Instructor's Platform is installed on the 4th Floor and is accessible from within the California Drill Tower, as well as a 35' extension ladder, or aerial ladder. The 3rd will be installed installed on the 4th Floor, above the Window Prop on the 2nd Floor. The 4th Balcony/Instructor's Platform provides even more training opportunities (on different sides & levels of the Affordable Drill Tower) and can be determined on-site. Balconies/Instructor's Platform can be used for advancing a hoseline from a ladder, advancing hoselines vertically (from Balcony to Balcony), practice VES/VEIS, victim removal from a balcony to a ladder, and much more!	3	1,075.00	3,225.00
URFA	PRV-ADJUST Elkhart Brass Field Adjustable Pressure Relief Valve - Installed on the 2nd & 4th Floors. Put your hands-on, and adjust the Field Adjustable PRV/PRD. Gain the knowledge of how the PRV/PRD works, while in a controlled environment.	2	1,250.00	2,500.00
WIN	Window Prop The Window Bail-Out Prop simulates a window opening, approximately 28"W x 36"T, which is secured to the Affordable Drill Tower (on any level). The Window Prop allows you to train on entering a window from a ladder (ground or aerial), performing window bail-out drills, the "Denver Drill," VES/VEIS, and much more. 1 - Window Prop will be installed on the 2nd Floor (with a proposed offset Balcony/Instructor's Platform above; for a Safety/Belay Line). 1 - Window Prop will be installed on the 4th Floor (with a proposed offset Balcony/Instructor's Platform above; for a Safety/Belay Line). 2 - Window Props will be installed on the 2nd Floor, at the end of each Outrigger (to create a "dead-end" hallway). Prop simulates a window opening, approximately 28"W x 36"T, which is secured to the Affordable Drill Tower (on any level).	4	715.00	2,860.00
CSTM	Custom Walkway Provide access to existing building at 2-levels	1	8,875.00	8,875.00
OBSV	Observation Extension The Observation Extension allows Instructors to have a visual on students cutting holes in the Vertical Ventilation Props. Additionally, because the Observation Extension is attached to the 2nd Level, it increases the area of the 2nd Level by 5'W x 10'L (creating another Hallway).	1	4,500.00	4,500.00
HALLW	Hallway We enclose (both side walls & ceiling under the Tower) the Ground-Level, center Hallway using steel/aluminum panels. The Enclosed Hallway provides an opportunity for rescues, advancing hose lines, nozzle operations, victim drags and many other realistic drill. With the Outriggers installed, the Hallway is approximately 40' long. The covered Ceiling is approximately 8' tall and spans approximately 15' in length.	1	17,500.00	17,500.00

PART NUMBER	ACTIVITY	QTY	UNIT PRICE	EXTENDED PRICE
1402	NFPA 1402 NFPA 1402 (v. 2019) compliance by anchoring the Affordable Drill Tower to an existing concrete slab or substantial vertical structure.	1	2,500.00	2,500.00
LGHT	LED Lighting Package Includes six (6) 1,000 lumens, solar-powered street lamps. 1-lamp on each of the 4-sides and 1-lamp over each stair well. Each lamp has multiple lighting modes, including: Constant brightness; 2 different motion detection modes; brightness override functionality; and, 8 different timer modes. A grounding rod (5/8" x 8' copper) will need to be install prior to installation. We will provide specifications when the order is placed. Concrete slab must not exceed 1% slope. If an existing slab exceeds 1% slope, please contact us before issuing your Purchase Order!	1	2,500.00	2,500.00

Taking Your Training to New Heights!

TOTAL

\$130,510.00

This quotation is to a tax exempt entity, upon a sale, no sales tax will be collected. If your state requires us to pay prevailing wages, your quotation will be adjusted to reflect the difference.

Pricing includes delivery & installation.

Customer is responsible for any/all permits.

Mandate of Prevailing Wages (labor) and/or special Professional Engineering requirements may affect the price.

Ask about our Train-the-Trainer classes, conducted by some of the biggest names in the Fire Service, immediately following the installation of your Affordable Drill Tower.

* Also available with Live Smoke Rooms!!

Accepted By

Accepted Date

Brute Enterprises

335 Geddes Ave
Charleston, SC
29407
(843) 564-8832



Estimate

ADDRESS

Town of Harrisburg
Fire Department
6450 Morehead Road
Harrisburg, NC
28075

ESTIMATE # 1031**DATE** 04/18/2022**EXPIRATION** 04/18/2022**DATE**

ACTIVITY	QTY	AMOUNT
Sales	1	4,500.00
40' Shipping Container		
Sales	7	32,900.00
40' Shipping Container		
Sales	3	15,600.00
40' High Cube One Trip Shipping Container		
SUBTOTAL		53,000.00
TAX		0.00
TOTAL		\$53,000.00

Accepted By

Accepted Date



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Resolution by the Governing Body Whereby the Establishment and Maintenance of Accounts Have Been Authorized to Facilitate Investment in Commercial Paper.

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

If approved:

Motion to approve the attached resolutions authorizing the establishment and maintenance of investment accounts by the Finance Officer in accordance with G.S. 159-30.

Description/Background:

General Statute 159-30 pertains to the investment of idle funds for local governments, which states, in short, that the Finance Officer shall have the power to purchase, sell, and exchange securities on behalf of the governing board. The investment program shall be so managed that investments and deposits can be converted into cash when needed.

Funds may be deposited in any bank, savings and loan association, or trust company. In addition to these deposits, the Finance Officer may deposit any portion of idle funds in the following securities:

- Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States
- Obligations of the Federal Financing Bank, Credit Banks, Cooperatives, Fannie Mae, and other federal entities
- Obligations of the State of North Carolina
- Bonds and notes of any North Carolina local government
- Savings certificates issued by savings and loan associations organized under NC law or any federal savings and loan associations.
- Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service
- Various other investment vehicles identified in subsections 7-13 of G.S. 159-30-c

The Town has historically invested its idle funds in the North Carolina Capital Management Trust, which is an incredibly stable fund, however, it earns interest and dividends at a rate very similar or slightly below the Fed Fund's rate. The rate that the Town has earned over the past few years ranges from 2.25% at the height of rates prior to the pandemic to as low as 0.01% during the pandemic.

The Finance team has connected with a highly reputable investment advisor with Multi-Bank Securities, Inc. to begin investing in commercial paper using a laddered maturity strategy. This strategy evenly distributes investments between short-term rungs, intermediate rungs, and long-term rungs. As short-term investments mature, the funds are reinvested into long-term securities and securities are held until maturity. It is an effective strategy in all interest rate environments.

The Town would establish a ladder that ranges from three to nine months so that the funds remain liquid within any

given fiscal year and the Town has the flexibility to capitalize on advantageous market moves. The laddered strategy incorporates and compensates for volatility in interest rates and provides a steady rate of return that is not affected by daily or monthly market volatility and removes the necessity to try to time the market.

Relevant documents attached are:

1. **A Non-Corporate Resolution** which labels the Finance Director, Deputy Town Manager, and Town Manager as authorized account personnel and designates the Finance Director as having the Council-provided authority to establish and maintain one or more accounts with MBS, Inc. and Pershing, LLC, for the purpose of investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon and generally dealing with 1) Cash Transactions in Securities, and 2) Cash and Margin Transactions in Securities.
2. **Resolution of Town Council** authorizing the Finance Director and the Town Manager's Office to invest idle funds in approved investment securities under G.S. 159-30(c), specifically a laddered maturity strategy for commercial paper holding the highest rating, and approving MBS, Inc. as the Town's investment advisor and custodian of funds.
3. **Reference Sheet** showing municipalities who currently work with Brian Lee of MBS, Inc., who will be the Town's dedicated Investment Advisor and fund manager.

Recommendation:

Staff recommends approval of the Resolutions authorizing the investment of idle funds.

Fiscal Impact:

There is no direct fiscal impact to the Town upon approval of the investment resolutions. Upon approval, the Town will establish its laddered investment strategy based on the prevailing interest rates and commercial paper available at that time. Earnings as a result of these investments are confidently projected to outperform any interest-bearing account currently held by the Town, however, returns are not estimable at this time. The Town intends to make an initial investment of approximately \$15M with MBS, Inc.

Attachments:

1. Resolution - Investment of Idle Funds 07112022
2. Non-Corporate Resolution 7.11.2022
3. Reference Sheet Lee



**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG
AUTHORIZING THE INVESTMENT OF IDLE FUNDS**

WHEREAS, in accordance with NC General Statute 159-30, Town Ordinances and Town Policies, the Town Council of the Town of Harrisburg, North Carolina intends to invest idle funds to maximize its investment returns; and

WHEREAS, G.S. 159-30(c) authorizes a local government to invest in up to 13 different classes of securities, including but not limited to prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service; and

WHEREAS, G.S. 159-30(a) authorizes the Finance Officer of a local government to manage investments subject to whatever restrictions and directions the governing board may impose. The Finance Officer shall have the power to purchase, sell, and exchange securities on behalf of the governing board and these investments shall be so managed that investments and deposits can be converted into cash when needed.

NOW, THEREFORE BE IT RESOLVED as follows:

- (1) Pursuant to G.S. 159-30, the Town Council authorizes the Finance Officer and Town Manager's Office to direct the investment of idle funds in accordance with North Carolina General Statutes, Town Ordinances and Town Policies.
- (2) Pursuant to G.S. 159-30, the Town Council authorizes Multi-Bank Securities, Inc. to act as the Town's investment advisor and custodian of the Town's investment funds.
- (3) Investment of the Town's idle funds will consist of a ladder maturity strategy which utilizes only the highest-rated commercial paper.
- (4) This resolution shall be in effect with respect to Fiscal Year 2023 and shall remain in effect until amended or repealed by resolution of the Town Council.

ADOPTED this 11th day of July, 2022.

Jennifer Teague - Mayor

Attest:

Janet Rackley – Town Clerk



NON-CORPORATE RESOLUTION FORM

I. IDENTIFICATION OF QUALIFIED INTERMEDIARY / WITHHOLDING ENTITY

LEGAL NAME OF ORGANIZATION: Town of Harrisburg

TYPE OF ORGANIZATION: Municipality

ACCOUNT NUMBER:

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

Brian T. Lee

(Name of Authorized Person)

Finance Director

(Title)

Lee Connor

(Name of Authorized Person)

Deputy Town Manager

(Title)

Rob Donham

(Name of Authorized Person)

Town Manager

(Title)

II. CERTIFICATION

I, Brian T. Lee, Finance Director of
(Name and Title of Officer or Partner signing this Non-Corporate Resolution)

Town Of Harrisburg hereby certify that said organization is duly and legally
(Name of Organization)

organized and existing and that a quorum of the Town Council
(Name of Governing Body of Organization)

of said Organization attended a meeting duly held on the 11th day of July, 2022

at which the following resolutions were duly adopted, and that such resolutions are in full force and effect on this date and

do not conflict with the Town Ordinances of said organization.
(Name of Governing Rules)

I further certify that I have the authority to execute this Non-Corporate Resolution on behalf of said Organization, and that the Town Council of the Organization which took the action called for by the
(Name of Governing Body of Organization)
resolutions annexed hereto has the power to take such action.

*SIGNATURE: _____ DATE: _____

TITLE: Finance Director

***The signer should be someone other than one of the authorized person(s) named above. However, if signed by an authorized person named above, the Fed Wire Letter of Authorization and/or ACH Authorization Agreement must be signed by an authorized person other than the signer of this document.**

III. RESOLUTIONS

Certified Copy Of Certain Resolutions by the Governing Body of Said Organization Whereby the Establishment and Maintenance of Accounts Have Been Authorized.

RESOLVED –

FIRST: That the named Authorized Persons of this organization or N/A or

N/A be and they hereby are, and each of them is, authorized and empowered, for and on behalf of this organization (herein called the “Organization”), to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the “Brokers”) and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with;

(a) THIS PARAGRAPH PERMITS CASH TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise;

(b) THIS PARAGRAPH PERMITS CASH AND MARGIN TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and margin transactions, including short sales;

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said Authorized Persons and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Organization to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such Authorized Persons and/or drafts drawn upon the funds of the Organization such sums as may be necessary in connection with any of the said accounts to deposit funds with the Brokers; to deliver securities and/or contracts to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or contracts, or titles, to any name selected by any of the said Authorized Persons or agents; to affix the Organization’s seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Organization all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable, and to secure repayment thereof with the property of the Organization; to appoint any other person or persons to do any and all things which any and all things which any of the said Authorized Persons and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such Authorized Persons and/or agents with respect thereto.

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Organization directly.

THIRD: That the person signing this Non-corporate Resolution on behalf of the Organization be and hereby is authorized, empowered and directed to certify to the Brokers:

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered;
- (c) a certificate (which, if required by brokers, shall be supported by an opinion of the general counsel of the Organization, or other counsel satisfactory to the Brokers) that the Organization is duly organized and existing, that its governing rules empower it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the governing rules of the Organization or otherwise.

FOURTH: That the Brokers may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision. nor shall the fact that any person hereby empowered ceases to be an Authorized Person of the Organization or becomes an Authorized Person under some title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolutions.

FIFTH: That in the event of any change in the office of powers of persons hereby empowered, an Authorized Person shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

SIXTH: That the Authorized Persons of the Organization be, and hereby is, authorized and empowered to countersign items as aforesaid.

SEVENTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Authorized Person of pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.



Municipal Reference Sheet North Carolina and South Carolina

Institution	Location	Type of Account
County of Catawba	North Carolina	County
County of Robeson	North Carolina	County
County of Mecklenburg	North Carolina	County
Housing Authority of the City of Charlotte	North Carolina	Authority
Housing Authority of the City of Columbia	South Carolina	Authority
Housing Authority of the City of Florence	South Carolina	Authority
York County Natural Gas Authority	South Carolina	Authority
Raleigh Durham Airport Authority	North Carolina	Authority
City of Kannapolis	North Carolina	Municipal
County of Cleveland	North Carolina	County
County of Watauga	North Carolina	County
County of Lincoln	North Carolina	County
County of Columbus	North Carolina	County
County of Harnett	North Carolina	County
City of Durham	North Carolina	Municipal
SJWD Water District	South Carolina	Special District
Town of Wilkesboro	North Carolina	Municipal
County of Buncombe	North Carolina	County
Town of Wake Forest	North Carolina	Municipal
City of Hickory	North Carolina	Municipal
Renewable Water Resources	South Carolina	Special District
Broad Creek Public Service District	South Carolina	Special District
Town of Knightdale	North Carolina	Municipal
County of Jones	North Carolina	County
Water and Sewer Authority of Cabarrus County	North Carolina	Municipal
City of Beaufort	South Carolina	Municipal
County of Burke	North Carolina	County
City of High Point	North Carolina	Municipal
City of Burlington	North Carolina	Municipal

Address 1000 Town Center, Suite 2300
Southfield, Michigan 48075

Phone (800) 967-9045
(248) 291-1100

Fax (248) 291-1101

www.mbssecurities.com

2400 East Commercial Boulevard, Suite 812
Ft. Lauderdale, Florida 33308

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(954) 351-6930

(954) 351-9197

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TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of appointment to the Fire Advisory Board

Presenting Personnel:

Bryan Dunn, Fire Chief

Suggested Motion or Action:

Motion to appoint Barry Lefler and Robin Torrence to the Fire Advisory Board.

Description/Background:

The Fire Advisory Board has 5 members, three are representatives of the Town of Harrisburg and two members are representatives of Cabarrus County. Two current members' terms expired on June 30, 2022. The open positions were first advertised on the Town's website on April 23rd. Thus, these positions were advertised for over 60 days in total. The only applications received were from current members of the advisory board. The advisory board has recommended appointment of the two applicants.

Recommendation:

The Fire Advisory Board recommends approval of these applications.

Fiscal Impact:

None.

Attachments:

1. Advisory Board Application Robin Torrence 2022
2. Advisory Board Application Barry Lefler 2022



HarrisburgNC

FIRE DEPARTMENT



TOWN OF HARRISBURG FIRE DEPARTMENT

Application for Town of Harrisburg Fire Department Advisory Board

Town of Harrisburg Fire Department Advisory Board

When the Town of Harrisburg incorporated the Fire Department as a Town service in 2006, a five-person Harrisburg Fire Department Advisory Board was created. This Board consists of three persons from the incorporated Town area, to be selected by the Board and approved by the Town Council, and two persons from the un-incorporated area to be selected by the Board, first approved by the Town Council, with final approval from the County Commission.

The members may not be Fire Department employees. In addition, the Board may recommend that the Town Council appoint an ex-officio (non-voting) member who may be an employee of the Fire Department. The Fire Department Advisory Board typically meets the 3rd Thursday of each month at 6pm.

If you are interested, please complete the form below and return to Town Clerk, Town of Harrisburg, PO Box 100, Harrisburg, NC 28075, or submit via email to jrackley@harrisburgnc.org.

Town of Harrisburg Fire Department Advisory Board Purpose

The Board's primary purposes are to advise the Town Council, Town Manager and the Fire Chief on matters of policy, administration and operations. Additionally, the Board will advise the Town Manager and Town Council in financial planning, which shall include the acquisition of equipment, procurement of property construction of new buildings and remodeling current buildings. The Board shall also track the progress of the Fire Department's key objectives as outlined in the annual report and review the Harrisburg Fire Department By-Laws on an annual basis, recommending any changes to Harrisburg Town Council for final approval.

APPLICANT INFORMATION			
Name <i>Robin Torrence</i>		Date <i>3-30-22</i>	
Address <i>923 PATRICIA AVE</i>		Apartment/Unit #	
City <i>HARRISBURG</i>	State <i>NC</i>	Zip <i>28075</i>	
Phone <i>704 455 1352</i>	Email Address <i>keyrobin@ctc.net</i>		
Are you able to attend regularly scheduled meetings once a month?	YES ☒	NO ☐	
Are you a resident of Cabarrus County?	YES ☒	NO ☐	If so, dates?
Are you a resident of Harrisburg?	YES ☒	NO ☐	If so, dates?
Have you ever been convicted of a felony?	YES ☐	NO ☒	If yes, explain?

ADDITIONAL COMMENTS

Provide a brief statement outlining why you wish to serve on the Fire Department Advisory Board.

CURRENT FIRE Board member

Based on what you know about the Town of Harrisburg Fire Department Advisory Board, what skills and abilities can you provide that will make the Town of Harrisburg Fire Department Advisory Board able serve the community better?

Please list any current civic and/or community participation you may be involved with, in the space below. Include any public boards or commissions on which you may have served.

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature



Date

3-30-22



Harrisburg NC

FIRE DEPARTMENT



TOWN OF HARRISBURG FIRE DEPARTMENT

Application for Town of Harrisburg Fire Department Advisory Board

Town of Harrisburg Fire Department Advisory Board

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The members may not be Fire Department employees. In addition, the Board may recommend that the Town Council appoint an ex-officio (non-voting) member who may be an employee of the Fire Department. The Fire Department Advisory Board typically meets the 3rd Thursday of each month at 6pm.

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Town of Harrisburg Fire Department Advisory Board Purpose

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APPLICANT INFORMATION

Name	Barry Lefler	Date	03/16/2022
Address	8545 Twickenham Terrace	Apartment/Unit #	
City	Harrisburg	State	NC
		Zip	28075
Phone	704.798.2786	Email Address	barrylefler@gmail.com
Are you able to attend regularly scheduled meetings once a month?	YES ☒ NO ☐		
Are you a resident of Cabarrus County?	YES ☒ NO ☐	If so, dates?	April 2013-present
Are you a resident of Harrisburg?	YES ☒ NO ☐	If so, dates?	April 2013-present
Have you ever been convicted of a felony?	YES ☐ NO ☒	If yes, explain?	

REFERENCES

Please list three references.

Name	Rody Carland	Relationship	former co-worker
Company	Providence Baptist Church	Phone	(704) 425 7589
Address 5315 Hwy 49 S Harrisburg, NC. 28075			
Name	Robin Torrence	Relationship	co-member of FD Advisory Bd
Company	Harrisburg Fire Dept	Phone	(704) 634 6051
Address 6450 Morehead Road. Harrisburg, NC. 28075			
Name	Kimple McCall	Relationship	Neighbor
Company	N/A	Phone	(704) 438 2776
Address 8544 Twickenham Terrace Harrisburg, NC. 28075			

EMPLOYMENT

Company 1	retired	Phone	()
Address		City / State	
Job Title			
Responsibilities			
Dates	From 07/2021 To present		
Company 2	Providence Baptist Church	Phone	704) 455 2813
Address 5315 Hwy 49 S.		City / State Harrisburg, NC	
Job Title Minister of Discipleship			
Responsibilities small groups ministry, new member assimilation, other ministerial duties			
Dates	From 05/2016 To 07/2021		

EDUCATION

School	University of NC at Charlotte	From	1970	To	1973
Degree	BA	Major	Business Admin.		
Additional Information					

ADDITIONAL COMMENTS

Provide a brief statement outlining why you wish to serve on the Fire Department Advisory Board.

My community service began as a volunteer fire fighter at the age of 17. I have served in various fire departments for approximately 27 years as well other community and church programs. I will continue to offer suggestions to better meet the needs of our community through efforts of the fire service.

Based on what you know about the Town of Harrisburg Fire Department Advisory Board, what skills and abilities can you provide that will make the Town of Harrisburg Fire Department Advisory Board able serve the community better?

My professional career of 30 years with Chubb Group was focused on property conservation and life safety for accounts with property values from \$50 million to \$400 million. Clients included pharmaceutical and life science risks, broadcasters, electronics, printers, mega warehouses, health care facilities and high rise office buildings. Certifications include: Professional Engineer-Fire Protection; Certified Safety Professional; Certified Fire Protection Specialist. Organizations included National Fire Protection Assoc. serving on 2 technical committees; Society of Fire Protection Engineers; American Society of Safety Engineers

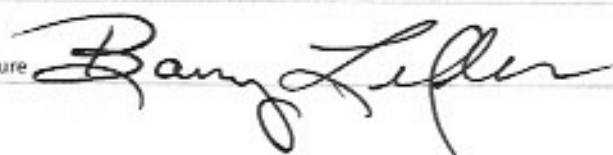
Please list any current civic and/or community participation you may be involved with, in the space below. Include any public boards or commissions on which you may have served.

Currently serving on the FD advisory board.

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature



Date 03/16/2022



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of the Land Purchase Contract for the Little Property for the Back Creek Greenway Project

Presenting Personnel:

Mallory Hodgson, Project Manager

Suggested Motion or Action:

If approved:

Motion to execute the attached contract for the purchase of the Clarence Little Property in the amount of the 2022 ad valorem taxes on that parcel, not to exceed \$500.

Description/Background:

Town Staff has worked with property owners along the Back Creek Greenway alignment to acquire access easements for use and construction of the greenway. The subject property is 8.87 acres of landlocked and undeveloped land. It is adjacent to an existing Town-owned property where the Public Works Facility is located. The land owner has agreed to sell the land to the Town for the cost of the 2022 ad valorem taxes assessed by both the Town and Cabarrus County, estimated at approximately \$500. In no event shall the cost of the property exceed \$500. The tax-assessed value of the land is \$37,520.

The intended future use by the Town is for a greenway.

Recommendation:

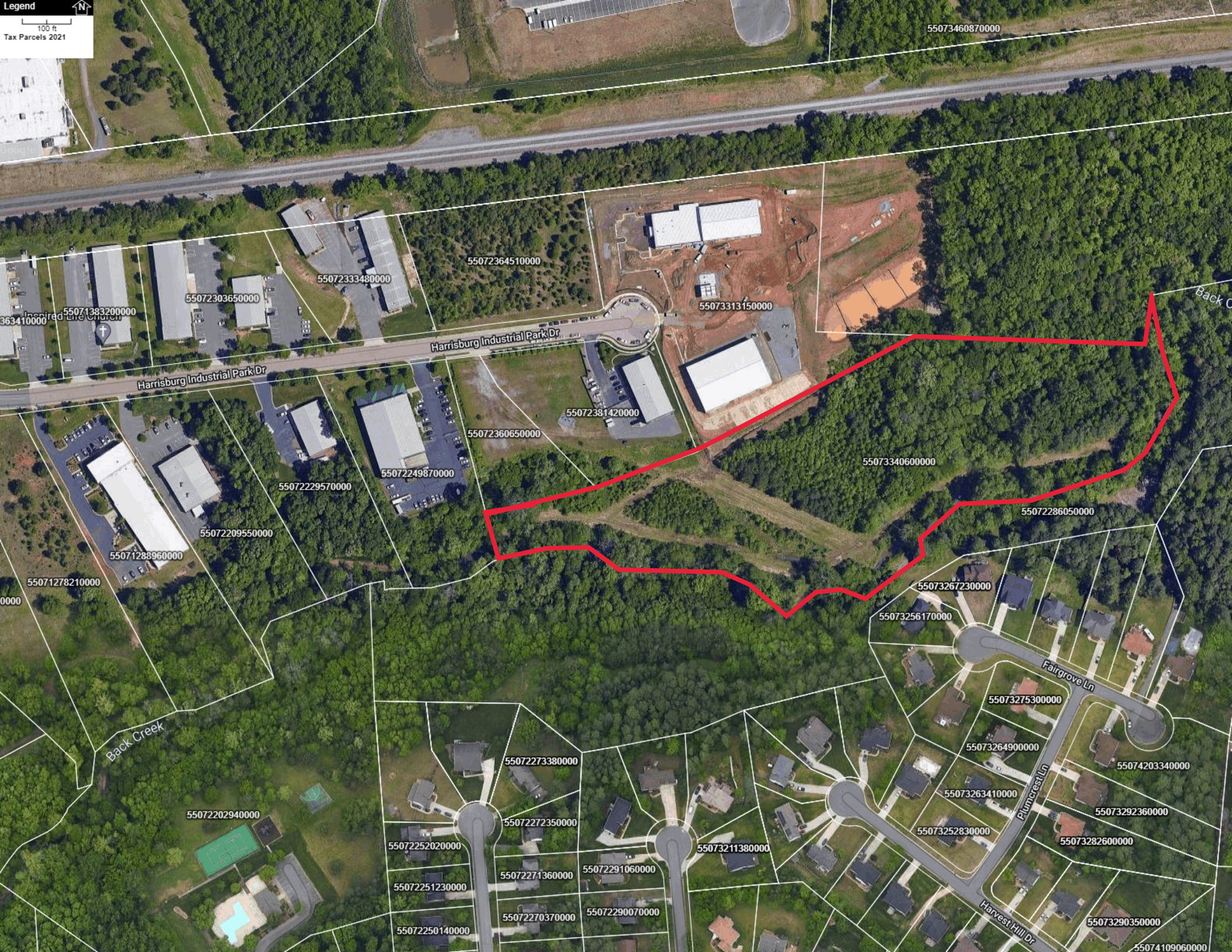
Staff recommends approval of the attached contract with property owner Clarence Little.

Fiscal Impact:

The fiscal impact is the cost of the 2022 ad valorem taxes, will be set at the actual cost of the 2022 ad valorem taxes for both the County and Town, not to exceed \$500. The cost will be billed to the Parks and Recreation Greenway Easement acquisition budget item.

Attachments:

1. Clarence Little Property Map
2. Contract of Purchase Harrisburg- Little (002) (1)



OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** CLARENCE C. LITTLE

(b) **"Buyer":** TOWN OF HARRISBURG

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 7507 Caldwell Road

City: Harrisburg

County: Cabarrus

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)

Plat Reference: Lot/Unit 8, Block/Section _____, Subdivision/Condominium Harrisburg Industrial Park, as shown on Plat Book/Slide 27 at Page(s) 41

The PIN/PID or other identification number of the Property is: 5507-33-4060

Other description: 8.87 Acres

Some or all of the Property may be described in Deed Book 10297 at Page 332

(d) **"Purchase Price":**

\$ total amount of 2022 ad valorem taxes paid in U.S. Dollars upon the following terms:
not to exceed \$500.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ total amount of 2022 ad valorem taxes
not to exceed \$500.00

BY DUE DILIGENCE FEE made payable and delivered to Seller by Effective Date
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☒ personal check ☐ official bank check wire transfer, ☐ electronic transfer, EITHER ☐ with this offer OR within five (5) days of the Effective Date of this Contract.

(ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____,

TIME BEING OF THE ESSENCE.

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)



Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **“Earnest Money Deposit”**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the “Earnest Money Deposit”, shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer’s request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages (“Liquidated Damages”) and as Seller’s sole and exclusive remedy for such breach, but without limiting Seller’s rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller’s anticipated loss, both parties acknowledging the difficulty determining Seller’s actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **“Escrow Agent”**: Richard M. Koch

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker (“Broker”) is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent’s trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina (“Attorney”) is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **“Effective Date”**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **“Due Diligence”**: Buyer’s opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer’s sole discretion, will proceed with or terminate the transaction.

(i) **“Due Diligence Fee”**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer’s right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **“Due Diligence Period”**: The period beginning on the Effective Date and extending through 5:00 p.m. on the thirtieth (30) consecutive day thereafter. ***TIME BEING OF THE ESSENCE.***

(k) **“Settlement”**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney’s receipt of all funds necessary to complete such transaction

(l) **“Settlement Date”**: The parties agree that Settlement will take place within ten (10) days of the expiration of the Due Diligence Period (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

“Proposed Special Assessment”: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement. Whether payable in a lump sum or future installments.

“Confirmed Special Assessment”: A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer’s and Seller’s respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. BUYER’S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer’s Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer’s failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer’s Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller’s obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan**: Buyer, at Buyer’s expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer’s obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer’s lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer’s lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation**: Buyer or Buyer’s agents or representatives, at Buyer’s expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

3. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer ☐x does intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ Conventional ☐ Other: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan"). **NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

☐ **(Check if applicable)** Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ **(Check if applicable)** Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property *(check only ONE of the following options):*

- ☐ is listed with and actively marketed by a licensed real estate broker.
- ☐ will be listed with and actively marketed by a licensed real estate broker.
- ☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- ☒ has owned the Property for at least one year.
- ☐ has owned the Property for less than one year.
- ☐ does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there ☐ are ☐ are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: _____.

Seller warrants that there ☐ are ☒ are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: _____.

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property ☐ subjects ☒ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto).

6. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Buyer shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Town of Harrisburg.

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall not be prorated, with Seller responsible for no prorated amounts through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be paid by Buyer for 2022;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. DELAY IN SETTLEMENT/CLOSING: Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

11. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|---|--|
| ☐ Additional Provisions Addendum (Form 2A11-T) | ☐ Owners' Association Disclosure And Condominium Resale |
| ☐ Additional Signatures Addendum (Form 3-T) | Statement Addendum (Form 2A12-T) |
| ☐ Back-Up Contract Addendum (Form 2A1-T) | ☐ Seller Financing Addendum (Form 2A5-T) |
| ☐ Loan Assumption Addendum (Form 2A6-T) | ☐ Short Sale Addendum (Form 2A14-T) |

☐ Identify other attorney or party drafted addenda: _____

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

12. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

15. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

16. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

17. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

18. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller : _____

CLARENCE C. LITTLE

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:

Entity Seller:

TOWN OF HARRISBURG

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

[THIS SPACE INTENTIONALLY LEFT BLANK]

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: P.O. Box 100 Harrisburg, NC 28075

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: 4600 Annette Drive Harrisburg, NC 28075

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name:
Acting as Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Selling Agent:
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: _____
Acting as ☐ Seller's Agent ☐ Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Listing Agent: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller:

Buyer: _____ (“Buyer”)

Property Address: _____ (“Property”)

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$_____, receipt of which Listing Agent hereby acknowledges.

Date: _____

Firm: _____

By: _____
(Signature)

(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$_____, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____
(Signature)

Date: _____

Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$_____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

By: _____
(Signature)

(Print name)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$_____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

Time: _____ ☐ AM ☐ PM

By: _____
(Signature)

(Print name)