



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

**December 12, 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
1. Presentation of Appreciation of Outgoing Councilmember Diamond Staton-Williams
 2. Special Recognition of Hickory Ridge High School Resource Officer Matthew Wilson.
- 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 November 14, 2022, Town Council meeting
- B. Consideration of FY2023 Budget Ordinance Amendment for Insurance Proceeds for Fire and Environmental Protection
- C. Call for Public Hearing to consider annexation of property to be rezoned on Blackwelder Road: H-2022-07-R

- D. Call for Public Hearing to consider annexation of property to be rezoned on Stallings Road and Jon Chris Road: H-2022-14-R
- E. Consideration of Appointment to the WSACC Board of Directors for Calendar Year 2023.
- F. Consideration of Resolution for the Sale of Surplus Personal Property

3. COMMUNICATIONS

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

4. PUBLIC HEARINGS

- A. H-2022-10-R: Request to Conditionally rezone approximately 46.65 acres located off Wonderwood Lane from RE (Rural Estate) to AG (Agricultural).
- B. H-2022-13-R: Public Hearing to Consider non-contiguous annexation and rezoning of property located at 3087 Stallings Road from LDR (County) to RE (Residential Estate).

5. OLD BUSINESS

6. NEW BUSINESS

- A. Consideration of the Lucas Court Build-out Construction Contract
- B. Consideration of the Blume Greenway Project Construction Contract
- C. Consideration of Appointments to Cabarrus MPO Transportation Advisory Committee (TAC) and Technical Coordinating Committee (TCC), and to the Centralina Regional Council.
- D. Consideration of Changes to Parks and Recreation Advisory Board By-Laws
- E. Consider Town Council and Advisory Board Meetings Calendar for 2023 Calendar Year

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 November 14, 2022, Town Council meeting

Presenting Personnel:

Suggested Motion or Action:

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

Description/Background:

Recommendation:

Staff recommends approval of the November 14, 2002 Town Council meeting minutes.

Fiscal Impact:

Attachments:

1. November 14 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
TUESDAY, November 14, 2022
6:00 PM**

MINUTES

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

Mayor Jennifer Teague called the meeting to order.

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

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

MOTION:

Councilmember Cotell made a motion to approve the agenda as proposed. Second was made by Councilmember Dellinger. **The motion passed 7-0.**

1C.

INVOCATION

Pastor Mike Thevenin from Multiply Church conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

- **Presentation by Centralina of Council Retreat.** Centralina Executive Director, Geraldine Gardner, explained the process for the upcoming Council Retreat.
- **Presentation of Fiscal Year 2022 Audit.** Brian Lee, Finance Director, presented the FY22 Audit. Kari Dunlap, our audit manager from Martin Starnes also presented some information concerning the audit process. There were no red flags, the audit was submitted in a timely manner, and the property tax valuation and collection percentage were stable.

1F.

PUBLIC COMMENT

None

2.

CONSENT AGENDA

- A. Consider the minutes of the October 11, 2022, Town Council Meeting
- B. Consider acceptance of asphalt and storm drainage systems for the Farmington Ridge Development and related value
- C. Consider acceptance of asphalt and storm drainage systems in Founders Reserve Subdivision
- D. Consider approval of the Fall 2022 Street Resurfacing Contract and related FY2023 Budget Ordinance Amendment

- E. Consider remaining Fire Department salary adjustments and expanded communications services and FY2023 Budget Ordinance Amendments
- F. Set a public hearing for December 12, 2022, to consider annexation of property located at 3087 Stallings Road

MOTION:

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

3A.

COMMUNICATIONS

TOWN MANAGER/FINANCE REPORT

Manager Report:

- Parks wrapping up fall programs. We have about 1000 registered for basketball this year.
- Trick or Treat Event was a great success with about 5,000 – 6,000 attendees.
- The Art Walk was moved to Harris Depot Park this year and that was very successful. We got lots of great feedback with this event and the location is just a more intimate setting so more fitting for the event.
- Planning Department is very busy right now. We have several rezonings that will be coming in the near future: Mulberry Industrial site, Hawthorne Senior Living Center, Charter mixed use development.
- Chick Fil A, Dunkin Donuts and Famous Toastery are preparing to build at Farmington. Bubba's Bunkhouse is under construction in Town Center. Cook Out and Panera are both either approved or under construction. Also have two new daycares coming.
- So far in the fiscal year, we have had 203 new homes built and expect that to continue at a pace of 20 to 30 per month.
- Allburn development is beginning to pull permits. Expect that to be a very nice development with one acre lots.
- Public Works has design under way for Town Center traffic improvements.
- Currently have about 3 miles of greenway constructed and 3.5 miles under design.
- The budget for next year is in full swing internally.
- Reminder that the Council Retreat will be held on December 3, 2022.

Finance Report:

Finance Director Brian Lee presented the Finance report.

Law Enforcement Report:

Captain Measimer presented the Law Enforcement report.

Fire Department Report:

Deputy Fire Chief Bradey presented the Fire Department report.

3B.

COMMUNICATIONS

MAYOR'S COMMENTS

- Honored to have presented the keynote speech at the inaugural Beta Club induction at the middle school recently. Kudos to teacher Melanie Wilson for her work in bringing this program to the school.
- Harrisburg Football team will be playing in a regional championship game this Wednesday, November 16th at Harrisburg Park.
- Shout out to the Parks and Recreation Department for a very successful Trick or Treat event.
- The Christmas Tree Lighting will be held on December 2, 2022.
- Welcomed the Boy Scout Troop visiting our meeting tonight. They are here observing as part of their path to their Eagle Scout designation.

3C.

COUNCIL'S COMMENTS

Councilmember Russo

- Congratulations to Diamond Staton-Williams on her election to the State House.

Councilmember Dellinger

- Thanked Town Manager for placing Council and Board members' terms on the Town's website.
- Sustainability Advisory Board has some open positions. Encouraged anyone who is interested in applying to do so.
- Asked if the wind screen at the tennis courts at Stallings Road Park will be put back up. Parks and Recreation Director, Jim Spina, will check on this.

Councilmember Smith

- It was mentioned earlier that there are 1,000 registered for basketball this year. That level of participation takes a great Parks and Recreation Department but would also like to thank all the parents who are out there helping out by coaching these kids. We couldn't have this program without them as well.

4A.

PUBLIC HEARING

H-2022-10-R Request to rezone approximately 46.65 acres located off Wonderwood Lane from RE (Rural Estate) to AG (Agricultural). The property owner is requesting approval to rezone 46.5 acres off Wonderwood Lane from RE (Rural Estate) to AG - Agricultural. While this is not a conditional rezoning request, the applicant has indicated that this request is intended to facilitate use of the property for a family farm for growing crops and producing honey. Concerns have been raised about the possibility of commercial livestock farming of pigs or chickens that would negatively impact the surrounding homes if the property were to sell at a later date. This is not the intent of the applicant but is a possibility. The only method to avoid this is a conditional rezoning process. However, the applicant has asked to pursue a regular rezoning request at this time.

Zachary Gordon, Planning Director, presented the background information.

The applicant, Mike Arnold, also presented information concerning this rezoning request.

Concerns were expressed about the possible uses that could be on that property in the future if the current owner sells. Council asked applicant if they would be willing to go through the conditional rezoning process to exempt certain uses such as swine farm, poultry farm, etc.

The public hearing was opened.

Speaking: Joe Harris, Harrisburg - for

The public hearing was then closed.

After some discussion, the following action was taken:

MOTION:

Councilmember Patrick made a motion to defer the request for rezoning and a Zoning Map amendment for property off Wonderwood Lane (PIN 5516-96-2556): H-2022-10 (R) until the December 12, 2022, Council meeting and send it back to the Planning and Zoning Advisory Board for some modifications. Second was made by Mayor Pro-Tem Price. **The motion passed 7-0.**

5A.

OLD BUSINESS

None

6A.

NEW BUSINESS

Consideration of Approval of Resolution for request of Transportation Alternatives Program Funding in Coordination with the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO). Staff is seeking Transportation Alternatives Program (TAP) funding through the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO). Staff worked to identify an eligible project that would stand apart from others, while increasing the pedestrian infrastructure of the Town and promote public safety. The Town is requesting funding assistance via the TA Program for the design and construction of Hickory Ridge Road Sidewalk and a connection to the future Back Creek Greenway. The proposed project will connect existing sidewalk on Hickory Ridge Road to existing sidewalk on

Stallings Road. The project will require a 20% match from the Town and up to 80% funding from the MPO. All projects will be required to follow federal procurement procedures. This resolution will formally adopt council support to seek the funding.

MOTION:

Councilmember Smith made a motion to approve the resolution for request of Transportation Alternatives Program Funding in Coordination with the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO). Second was made by Mayor Pro Tem Price. **The motion passed 7-0.**

7.

ACTION ITEMS

- Check on the wind screen at Stallings Road Park.

8.

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:

Consideration of FY2023 Budget Ordinance Amendment for Insurance Proceeds for Fire and Environmental Protection

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

Motion to approve the FY2023 Budget Ordinance Amendment for both Fire Department and Environmental Protection Insurance Proceeds.

Description/Background:

1) Fire Department

On September 19, 2022, the Fire Department's 2020 Spartan Pumper truck was backed out of the station with compartment doors open, which damaged the truck and garage doors. The deductible for this property loss is \$1,000, resulting in insurance proceeds of \$28,350. This is being contributed toward the full cost of repairing the truck and structure.

2) Environmental Protection

On October 3, 2022, the Environmental Protection Department's 2020 Freightliner Vacuum Truck struck another vehicle at the intersection of Morehead Rd. and Patricia Ave., causing \$5,500 of damage. The deductible for this property loss is \$1,000, resulting in insurance proceeds of \$4,500. These proceeds are being contributed toward the full cost of repairing the truck.

Recommendation:

Staff recommends approval of the attached FY2023 Budget Ordinance Amendments.

Fiscal Impact:

The fiscal impact to the Town for FY2023 is additional revenue of approximately \$32,850 in insurance proceeds toward the total cost to repair of approximately \$34,850. This results in a net cost to the Town of \$2,000 for the two events.

Attachments:

1. Amendment - GF - Insurance Proceeds 12122022



AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section 1. Amend the General Fund to account for insurance proceeds for damage incurred on the Fire Department's 2020 Spartan Pumper and the Environmental Protection Department's 2020 Freightliner Vacuum Truck in separate accidents.

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

Increase line item 100-2100-54303 M/R - Vehicles	\$ 28,350
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Increase line item 100-4100-54303 M/R - Vehicles	\$ 4,500
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Section 3. To amend the General Fund, the revenues are to be changed as follows:

Increase in item 100-49121 Insurance Proceeds	\$ 32,850
--	-----------

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 12th day of December, 2022.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Call for Public Hearing to consider annexation of property to be rezoned on Blackwelder Road: H-2022-07-R

Presenting Personnel:

Zac Gordon, Planning Director

Suggested Motion or Action:

Motion to approve setting a public hearing for January 9, 2023 to consider a request to annex property located off Blackwelder Road (PIN 5518-44-8790 and 5518-34-3293).

Description/Background:

A Public Hearing is requested for January 9, 2023 to consider the annexation of property located off Blackwelder Road (PIN 5518-44-8790 and 5518-34-3293). In conjunction with this annexation, the applicant is also requesting that the property be rezoned from a designation of Cabarrus County LDR (Low Density Residential) to Town of Harrisburg CZ-RM (Conditional Zoning - Medium Density Residential)). A public hearing on the rezoning will also be scheduled for January 9th.

Recommendation:

Staff is recommending that Town Council call a public hearing for January 9, 2023, to consider the request for annexation.

Fiscal Impact:

None

Attachments:

1. Petition for Annexation Application_07.01.2022
2. Annexation Plat for Blackwelder_Sealed 07.01.2022
3. Legal Description for Tract #1
4. Legal Description for Tract #2
5. Certificate of Sufficiency
6. Resolution Fixing Date of Public Hearing - Blackwelder



PETITION REQUESTING ANNEXATION

DATE: June 22, 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:

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

5127 (20)
5151 Blackwelder Road, Concord, NC 28025

6-22-22

Robin Blackwelder

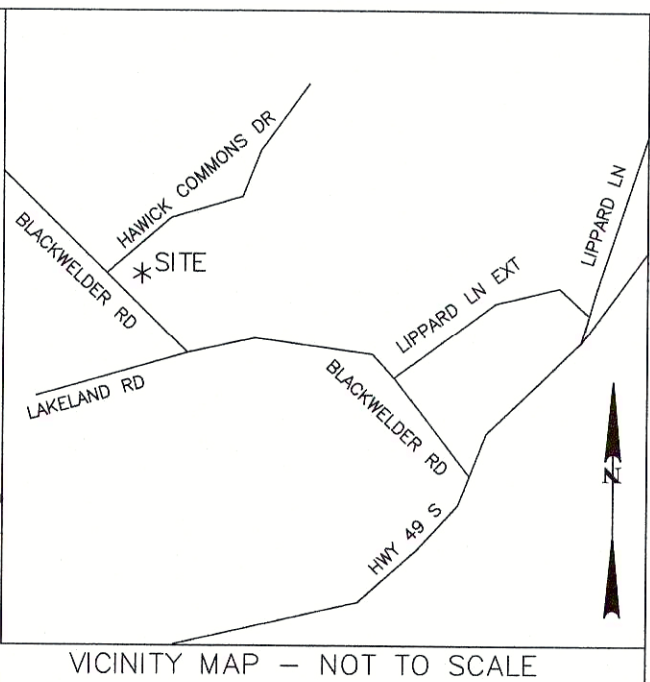
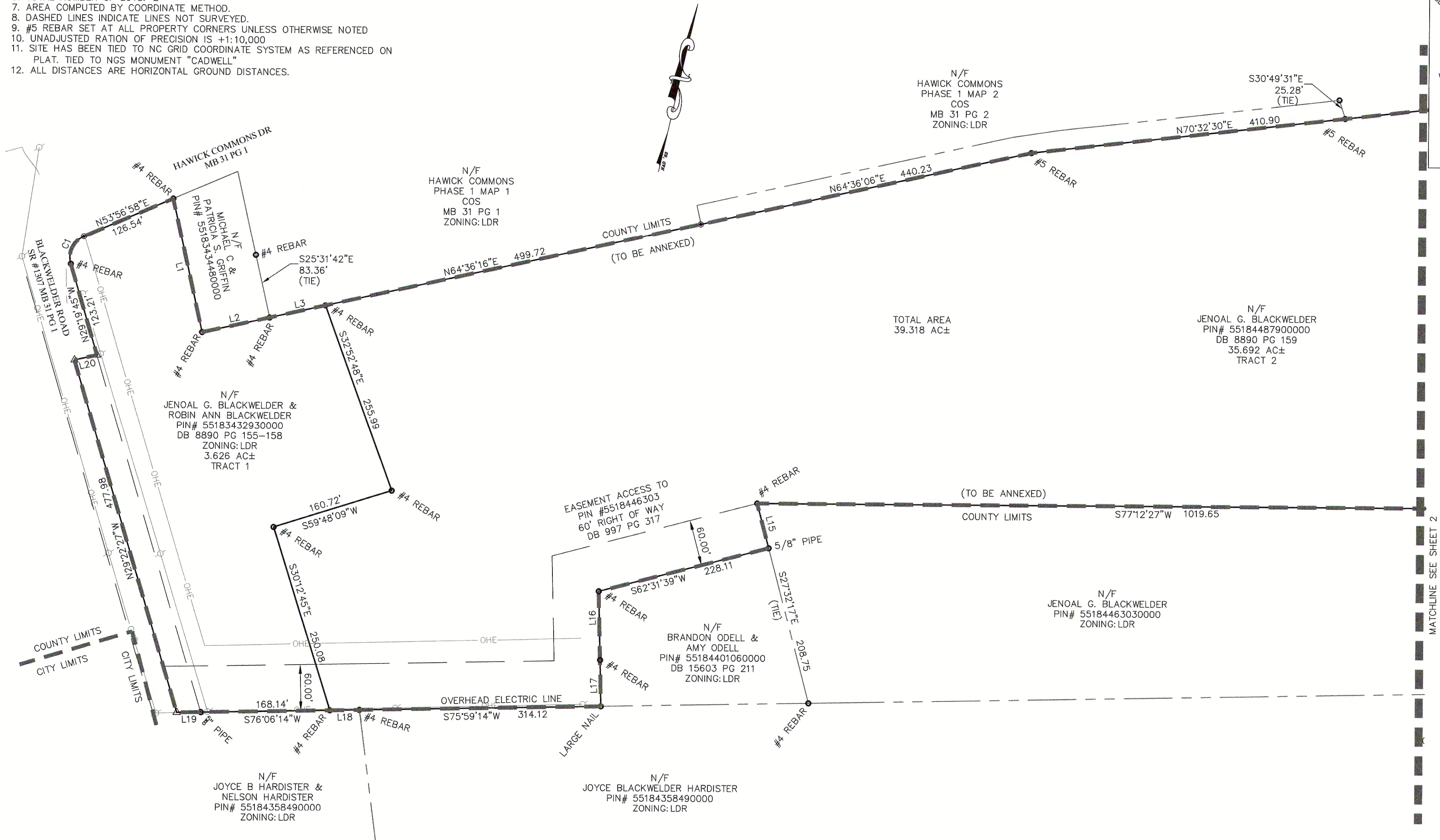
5127 Blackwelder Road, Concord, NC 28025

6-22-22

Jenoal Blackwelder

- NOTES:
1. THIS SURVEY IS OF EXISTING PARCEL OR PARCELS OF LAND.
 2. THIS IS NOT AN ALTA/NSPS SURVEY.
 3. THE PARCEL ID# IS 55183432930000, & 55184487900000.
 4. THIS PROPERTY IS ZONED LDR
 5. ACREAGE OF THIS PLAT: 39.318
 6. TOTAL NUMBER OF LOTS: 2
 7. AREA COMPUTED BY COORDINATE METHOD.
 8. DASHED LINES INDICATE LINES NOT SURVEYED.
 9. #5 REBAR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED
 10. UNADJUSTED RATION OF PRECISION IS +1:10,000
 11. SITE HAS BEEN TIED TO NC GRID COORDINATE SYSTEM AS REFERENCED ON PLAT, TIED TO NGS MONUMENT "CADWELL"
 12. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.

ANNEXATION TABULATION TABLE
PIN# 55183432930000 - 3.626 AC±
PIN# 55184487900000 - 35.692 AC±
TOTAL AREA TO BE ANNEXED - 39.318 AC±



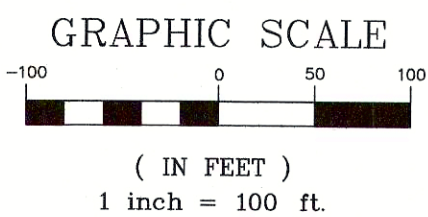
Line Table		
Line #	Length	Direction
L1	177.88	S25°21'30"E
L2	89.89	N64°39'25"E
L3	74.31	N64°37'47"E
L4	49.41	N70°53'30"E
L5	48.72	S38°45'59"W
L6	48.82	S23°38'20"W
L7	76.71	S6°42'45"E
L8	82.68	S9°19'33"E
L9	23.83	S25°15'30"E
L10	145.62	S18°10'46"E
L11	170.83	S50°35'33"E
L12	152.95	S39°24'44"E
L13	218.99	S41°20'03"E
L14	40.03	S75°57'54"W
L15	59.98	S27°30'33"E
L16	90.03	S14°15'23"E
L17	60.10	S14°02'07"E
L18	38.53	S75°55'27"W
L19	31.28	S76°06'14"W
L20	30.04	N64°36'22"E

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAPS FOR CABARRUS COUNTY, NORTH CAROLINA, COMMUNITY PANEL NUMBERS 3710551800K DATED NOVEMBER 16, 2018 AND HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

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.

I, KENNETH M. GREEN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM THE INFORMATION FOUND IN BOOK _____ PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS A MENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 1 DAY OF July, 2022.



REFERENCES
DB 8890 PG 159-164
DB 8890 PG 155-158

LEGEND:
● - IRON PIPE SET (#5 REBAR)
○ - IRON FOUND AS NOTED
△ - COMPUTED POINT, NGS MONUMENT
R/W - RIGHT-OF-WAY

Curve Table					
Curve #	Length	Radius	Chord	Bearing	Delta
C1	43.61	30.00	39.87	N12°16'16"E	83°17'25"

ANNEXATION PLAT
BLACKWELDER
NO. 2 TOWNSHIP, CABARRUS COUNTY, NC
PARCEL ID #55183432930000, & 55184487900000,
SURVEYED FOR: SOUTH FORK VENTURES

CURRENT OWNER:
JENOAL G. BLACKWELDER &
ROBIN ANN BLACKWELDER
5127 BLACKWELDER RD
CONCORD NC 28027

R. Joe Harris & Associates, Inc.

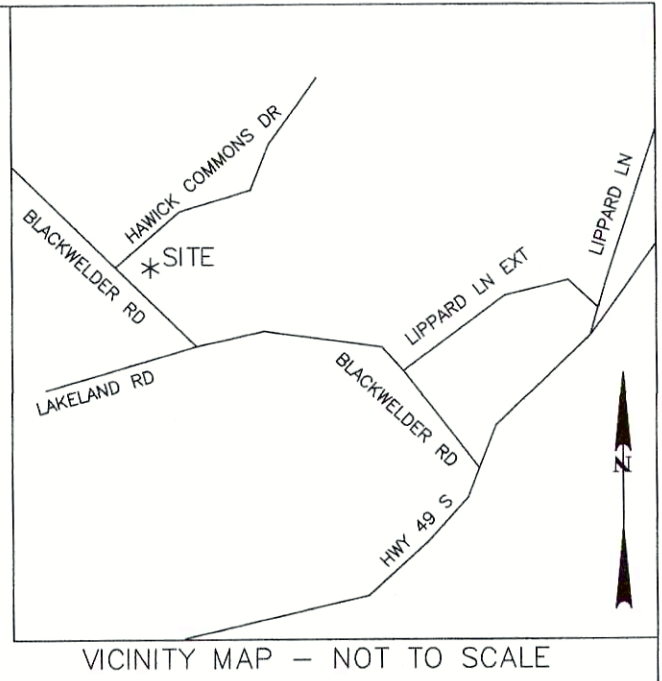
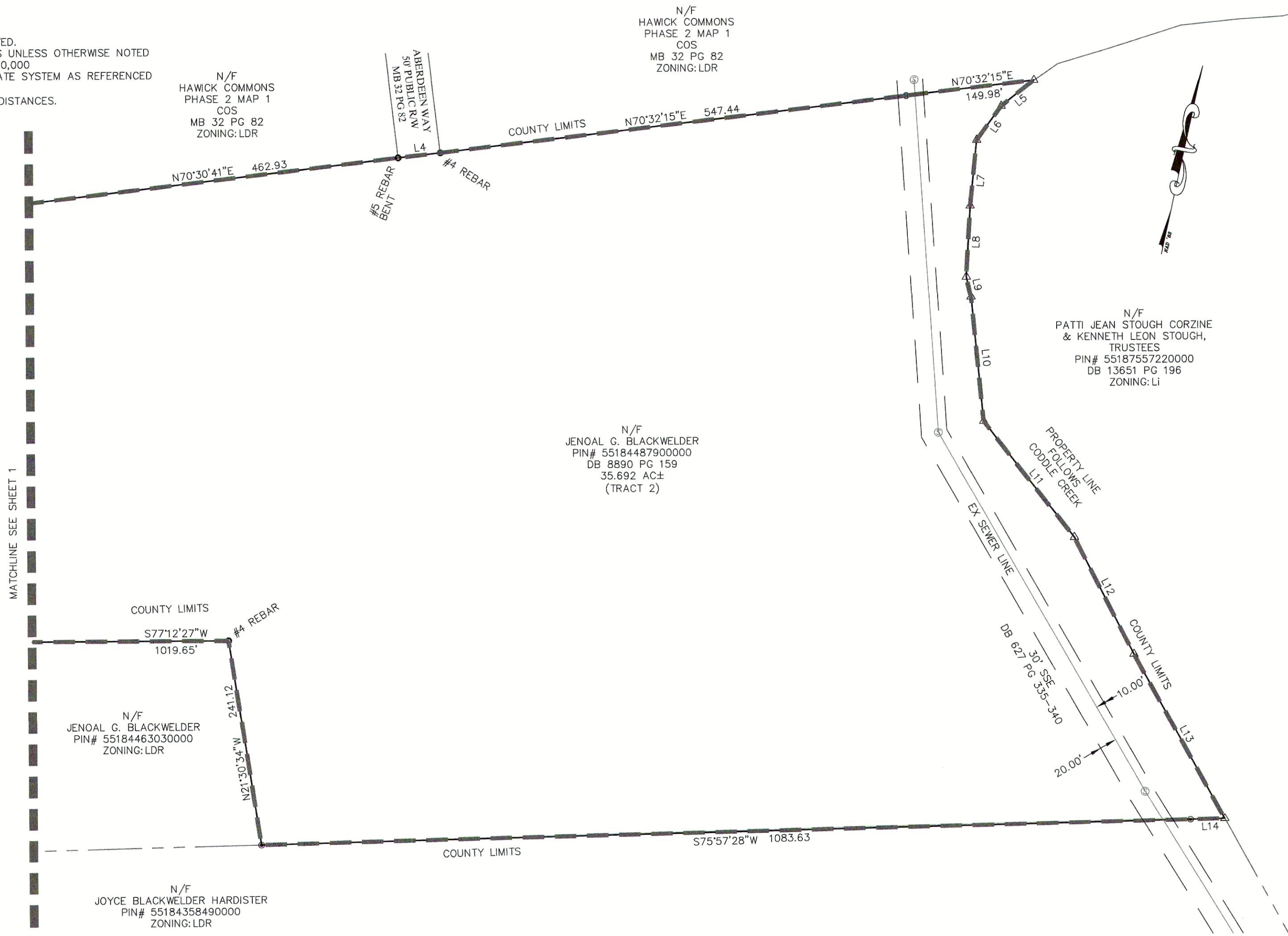
Engineering & Land Surveying
1186 STONECREST BLVD, TEGA CAY, SC, 29708
Phone: (803) 802-1799



3329	JOB NO.
8-4-21	DATE
RJH & ASSOC	PREPARED BY
DC	CHECKED BY
BPL	SHEET
1	OF
1	2

NOTES:

1. THIS SURVEY IS OF EXISTING PARCEL OR PARCELS OF LAND.
2. THIS IS NOT AN ALTA/NSPS SURVEY.
3. THE PARCEL ID# IS 55183432930000, & 55184487900000.
4. THIS PROPERTY IS ZONED LDR
5. ACREAGE OF THIS PLAT: 39.318
6. TOTAL NUMBER OF LOTS: 2
7. AREA COMPUTED BY COORDINATE METHOD.
8. DASHED LINES INDICATE LINES NOT SURVEYED.
9. #5 REBAR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED
10. UNADJUSTED RATION OF PRECISION IS +1:10,000
11. SITE HAS BEEN TIED TO NC GRID COORDINATE SYSTEM AS REFERENCED ON TIED TO NGS MONUMENT "CADWELL"
12. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.



ANNEXATION TABULATION TABLE
PIN# 55183432930000 - 3.626 AC±
PIN# 55184487900000 - 35.692 AC±
TOTAL AREA TO BE ANNEXED - 39.318 AC±

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAPS FOR CABARRUS COUNTY, NORTH CAROLINA, COMMUNITY PANEL NUMBERS 3710551800K DATED NOVEMBER 16, 2018 AND HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

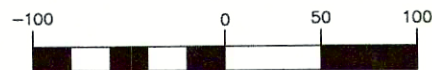
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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

DATE _____ REVIEW OFFICER _____

I, KENNETH M. GREEN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____, PAGE _____); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM THE INFORMATION FOUND IN BOOK _____, PAGE _____. THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS A MENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 1 DAY OF JULY 2022.

GRAPHIC SCALE



1 inch = 100 ft.

REFERENCES
DB 8890 PG 159-164
DB 8890 PG 155-158

LEGEND:
● - IRON PIPE SET (#5 REBAR)
○ - IRON FOUND AS NOTED
△ - COMPUTED POINT, NGS MONUMENT
R/W - RIGHT-OF-WAY

SEE SHEET 1 FOR LINE AND CURVE TABLES

ANNEXATION PLAT
BLACKWELDER
NO. 2 TOWNSHIP, CABARRUS COUNTY, NC
PARCEL ID #55183432930000, & 55184487900000
SURVEYED FOR: SOUTH FORK VENTURES

CURRENT OWNER:
JENOAL G. BLACKWELDER &
ROBIN ANN BLACKWELDER
5127 BLACKWELDER RD
CONCORD NC 28027

R. Joe Harris & Associates, Inc.
Engineering & Land Surveying
1186 STONECREST BLVD, TEGA CAY, SC, 29708
Phone: (803) 802-1799



3329
JOB NO.
8-4-21
DATE
RJH & ASSOC

1"=100'
SCALE

PREPARED BY
DC

CHECKED BY
BPL

SHEET 2 OF 2

Tract 1- TM# 551834329300000

Being all that certain parcel of land, lying in Cabarrus County, North Carolina, and being recorded in Deed Book (DB) 8890 Page (PG) 155, Cabarrus County Register of Deeds, and being more particularly described as follows;

Beginning on a #4 rebar found on the south side of Hawick Commons Drive (variable width public right of way Map Book (MB) 31 PG 1), said point being the POINT OF BEGINNING (POB), thence, from the POB, S25°21'30"E for a distance of 177.88' to a #4 rebar, thence N64°39'25"E for a distance of 89.89' to a #4 rebar found, thence N64°37'47"E for a distance of 74.31' to a #4 rebar found, thence S32°52'48"E for a distance of 255.99' to a #4 rebar found, thence S59°48'09"W for a distance of 160.72' to a #4 rebar found, thence S30°12'45"E for a distance of 250.08' to a #4 rebar found, thence S76°06'14"W for a distance of 168.14' to a 5/8" pipe found on the right of way of Blackwelder Road (SR #1307 variable width public right of way MB 31 PG 1), thence S76°06'14"W for a distance of 31.28' to a point in the center of said road, thence, with the center of said road, N29°22'27"W for a distance of 477.98' to a point, thence leaving said road, N64°36'22"E for a distance of 30.04' to a point on the aforementioned right of way of Blackwelder Road, thence, along said right of way, N29°19'45"W for a distance of 123.21' to a #4 rebar found at the intersection of said right of way and the right of way of Hawick Common Drive, said point on the beginning of a non-tangential curve, said curve turning to the right through an angle of 83°17'25", having a radius of 30.00', and whose long chord bears N12°16'16"E for a distance of 39.87' to a #5 rebar set, thence N53°56'58"E for a distance of 126.54' to the POB, containing 3.626 acres, more or less.

Tract 2- TM# 55184487900000

Being all that certain parcel of land, lying in Cabarrus County, North Carolina, and being recorded in Deed Book (DB) 8890 Page (PG) 159, Cabarrus County Register of Deeds, and being more particularly described as follows:

Beginning at a #4 rebar found in the common open space of the Hawick Commons subdivision (Map Book (MB) 31 Page (PG) 1), said point being the POINT OF BEGINNING (POB), thence N64°36'16"E for a distance of 499.72' to a #5 rebar set, thence N64°36'06"E for a distance of 440.23' to a #5 rebar found, thence N70°32'30"E for a distance of 410.90' to a #5 rebar found, thence N70°30'41"E for a distance of 462.93' to a bent #5 rebar found on the right of way of Aberdeen Way (50' public right of way MB 32 PG 82), thence, with said right of way, N70°53'30"E for a distance of 49.41' to a #4 rebar found, thence, leaving said right of way, N70°32'15"E for a distance of 547.44' to a #5 rebar set, thence N70°32'15"E for a distance of 149.98' to a point in the center of Coddle Creek, thence with the center of said creek the following 9 calls, 1)S38°45'59"W for a distance of 48.72' to a point 2)S23°38'20"W for a distance of 48.82' to a point 3)S06°42'45"E for a distance of 76.71' to a point 4)S09°19'33"E for a distance of 82.68' to a point 5)S25°15'30"E for a distance of 23.83' to a point 6)S18°10'46"E for a distance of 145.62' to a point 7)S50°35'33"E for a distance of 170.83' to a point 8)S39°24'44"E for a distance of 152.95' to a point 9)S41°20'03"E for a distance of 218.99' to a point, thence, leaving said creek, S75°57'54"W for a distance of 40.03' to a #5 rebar set, thence S75°57'28"W for a distance of 1,083.63' to a #5 rebar set, thence N21°30'34"W for a distance of 241.12' to a #4 rebar found, thence S77°12'27"W for a distance of 1,019.65' to a #4 rebar found, thence S27°30'33"E for a distance of 59.98' to a 5/8" pipe found, thence S62°31'39"W for a distance of 228.11' to a #4 rebar found, thence S14°15'23"E for a distance of 90.03' to a #4 rebar found, thence S14°02'07"E for a distance of 60.10' to a large nail found, thence S75°59'14"W for a distance of 314.12' to a #4 rebar found, thence S75°55'27"W for a distance of 38.53' to a #4 rebar found, thence N30°12'45"W for a distance of 250.08' to a #4 rebar found, thence N59°48'09"E for a distance of 160.72' to a #4 rebar found, thence N32°52'48"W for a distance of 255.99' to the POB, containing 35.692 acres, more or less.

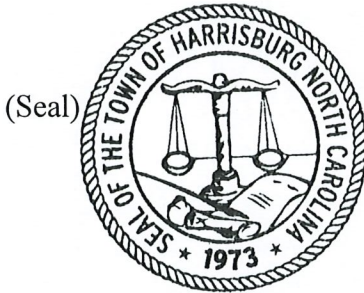


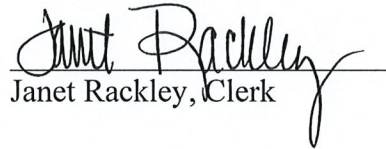
CERTIFICATE OF SUFFICIENCY

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 23rd day of November, 2022.




Janet Rackley, Clerk



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

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on January 9, 2023.

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

Tract 1- TM# 551834329300000

Being all that certain parcel of land, lying in Cabarrus County, North Carolina, and being recorded in Deed Book (DB) 8890 Page (PG) 155, Cabarrus County Register of Deeds, and being more particularly described as follows;

Beginning on a #4 rebar found on the south side of Hawick Commons Drive (variable width public right of way Map Book (MB) 31 PG 1), said point being the POINT OF BEGINNING (POB), thence, from the POB, S25°21'30"E for a distance of 177.88' to a #4 rebar, thence N64°39'25"E for a distance of 89.89' to a #4 rebar found, thence N64°37'47"E for a distance of 74.31' to a #4 rebar found, thence S32°52'48"E for a distance of 255.99' to a #4 rebar found, thence S59°48'09"W for a distance of 160.72' to a #4 rebar found, thence S30°12'45"E for a distance of 250.08' to a #4 rebar found, thence S76°06'14"W for a distance of 168.14' to a 5/8" pipe found on the right of way of Blackwelder Road (SR #1307 variable width public right of way MB 31 PG 1), thence S76°06'14"W for a distance of 31.28' to a point in the center of said road, thence, with the center of said road, N29°22'27"W for a distance of 477.98' to a point, thence leaving said road, N64°36'22"E for a distance of 30.04' to a point on the aforementioned right of way of Blackwelder Road, thence, along said right of way, N29°19'45"W for a distance of 123.21' to a #4 rebar found at the intersection of said right of way and the right of way of Hawick Common Drive, said point on the beginning of a non-tangential curve, said curve turning to the right through an angle of 83°17'25", having a radius of 30.00', and whose long chord bears N12°16'16"E for a distance of 39.87' to a #5 rebar set, thence N53°56'58"E for a distance of 126.54' to the POB, containing 3.626 acres, more or less.

Tract 2- TM# 551844879000000

Being all that certain parcel of land, lying in Cabarrus County, North Carolina, and being recorded in Deed Book (DB) 8890 Page (PG) 159, Cabarrus County Register of Deeds, and being more particularly described as follows:

Beginning at a #4 rebar found in the common open space of the Hawick Commons subdivision (Map Book (MB) 31 Page (PG) 1), said point being the POINT OF BEGINNING (POB), thence N64°36'16"E for a distance of 499.72' to a #5 rebar set, thence N64°36'06"E for a distance of 440.23' to a #5 rebar found, thence N70°32'30"E for a distance of 410.90' to a #5 rebar found, thence N70°30'41"E for a distance of 462.93' to a bent #5 rebar found on the right of way of Aberdeen Way (50' public right of way MB 32 PG 82), thence, with said right of way, N70°53'30"E for a distance of 49.41' to a #4 rebar found, thence, leaving said right of way, N70°32'15"E for a distance of 547.44' to a #5 rebar set, thence N70°32'15"E for a distance of 149.98' to a point in the center of Coddle Creek, thence with the center of said creek the following 9 calls, 1)S38°45'59"W for a distance of 48.72' to a point 2)S23°38'20"W for a distance of 48.82' to a point 3)S06°42'45"E for a distance of 76.71' to a point 4)S09°19'33"E for a distance of 82.68' to a point 5)S25°15'30"E for a distance of 23.83' to a point 6)S18°10'46"E for a distance of 145.62' to a point 7)S50°35'33"E for a distance of 170.83' to a point 8)S39°24'44"E for a distance of 152.95' to a point 9)S41°20'03"E for a distance of 218.99' to a point, thence, leaving said creek, S75°57'54"W for a distance of 40.03' to a #5 rebar set, thence S75°57'28"W for a distance of 1,083.63' to a #5 rebar set, thence N21°30'34"W for a distance of 241.12' to a #4 rebar found, thence S77°12'27"W for a distance of 1,019.65' to a #4 rebar found, thence S27°30'33"E for a distance of 59.98' to a 5/8" pipe found, thence S62°31'39"W for a distance of 228.11' to a #4 rebar found, thence S14°15'23"E for a distance of 90.03' to a #4 rebar found, thence S14°02'07"E for a distance of 60.10' to a large nail found, thence S75°59'14"W for a distance of 314.12' to a #4 rebar found, thence S75°55'27"W for a distance of 38.53' to a #4 rebar found, thence N30°12'45"W for a distance of 250.08' to a #4 rebar found, thence N59°48'09"E for a distance of 160.72' to a #4 rebar found, thence N32°52'48"W for a distance of 255.99' to the POB, containing 35.692 acres, more or less.

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Call for Public Hearing to consider annexation of property to be rezoned on Stallings Road and Jon Chris Road: H-2022-14-R

Presenting Personnel:

Zac Gordon, Planning Director

Suggested Motion or Action:

Motion to approve setting a public hearing for January 9, 2023 to consider a request to annex property located off Stallings Road and Jon Christ Road (PIN 5517-60-7529, 5517-60-8525, 5517-60-9512, 5517-60-6451, and 5517-60-7347).

Description/Background:

A Public Hearing is requested for January 9, 2023 to consider the annexation of property located off Stallings Road and Jon Chris Road, consisting of five lots. (PIN 5517-60-7529, 5517-60-8525, 5517-60-9512, 5517-60-6451, and 5517-60-7347)). In conjunction with this annexation, the applicant is also requesting that the property be rezoned from a designation of Cabarrus County LDR (Low Density Residential) to Town of Harrisburg RM (Medium Density Residential)). A public hearing on the rezoning will also be scheduled for January 9th.

Recommendation:

Staff is recommending that the Town Council call a public hearing for January 9, 2023, to consider the request for annexation.

Fiscal Impact:

None

Attachments:

1. Annexation Application
2. H2022-14-R Site Map
3. H2022-14-R Survey
4. Stallings Glen - Combined Legal Description
5. Certificate of Sufficiency
6. Resolution Fixing Date of Public Hearing - Stallings-Jon Chris Rd

Annexation Application

1. Request for Annexation

- ☒ 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. Property Information

- a. Property Location/Address: 2306 + 2312 Jon Chris Drive / 2301, 2307, 2313 Stallings Rd
- b. Tax Map and Parcel Number (PIN): _____
- c. Current Zoning: Country Rural
- d. Current Land Use: Vacant lots
- e. Area to be annexed is: ☐ Contiguous ☐ Non-Contiguous
- f. Boundaries of territory to be annexed (attach separate sheet or describe below):

3. Contact Information

- a. Contact Person: Robert K. Williams, Jr.
Company: RKW Builders, LLC
Address: 8392 Rocky River Road City, State, Zip: Harrisburg NC 28075
Phone Number: (704) 222 3814 Email Address: RKWJR Homes@gmail.com
- b. Applicant Name (if different than above): _____
Company: _____
Address: _____ City, State, Zip: _____
Phone Number: _____ Email Address: _____
- c. Owner Name: Robert K Williams, Jr.
Company: RKW Builders, LLC
Address: _____ City, State, Zip: _____
Phone Number: _____ Email Address: _____

4. Signature of Owner(s)

Owner Name: Robert K Williams, Jr Address: 8392 Rocky River Rd
Harrisburg NC 28075
Owner Signature: R K Willy Date: 9/25/22

Owner Name: _____ Address: _____

Owner Signature: _____ Date: _____

Owner Name: _____ Address: _____

Owner Signature: _____ Date: _____

Owner Name: _____ Address: _____

Owner Signature: _____ Date: _____

Owner Name: _____ Address: _____

Owner Signature: _____ Date: _____

Owner Name: _____ Address: _____

Owner Signature: _____ Date: _____

Owner Name: _____ Address: _____

Owner Signature: _____ Date: _____

5. Affidavit of Completeness and Accuracy (to be completed by the individual submitting the application)

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning and Zoning Department of Harrisburg, North Carolina, and will not be returned.

I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required to process this application. I further consent to the Town of Harrisburg to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Applicant Name: Robert K. Williams, Jr. Submittal Date: 9/25/22

Applicant Signature: R K Willy

7. Required Attachments

All Annexation Application submittals must be accompanied by:

- Applicable fee(s) (see Master Fee Schedule in Appendix B of the Development Guidebook);
- Sealed survey showing area proposed for annexation in relation to the primary corporate limits of the Town of Harrisburg.

6. Staff Use Only:

Record of Process

Date Received: _____

Application Number: _____

Is Application Complete? ☐ Yes ☐ No

Public Hearing Date(s): _____

Published Notice Date: _____

Mailed Notice Date: _____

Posted Notice Date: _____

Final Action Applicant Notification Mailed Date: _____

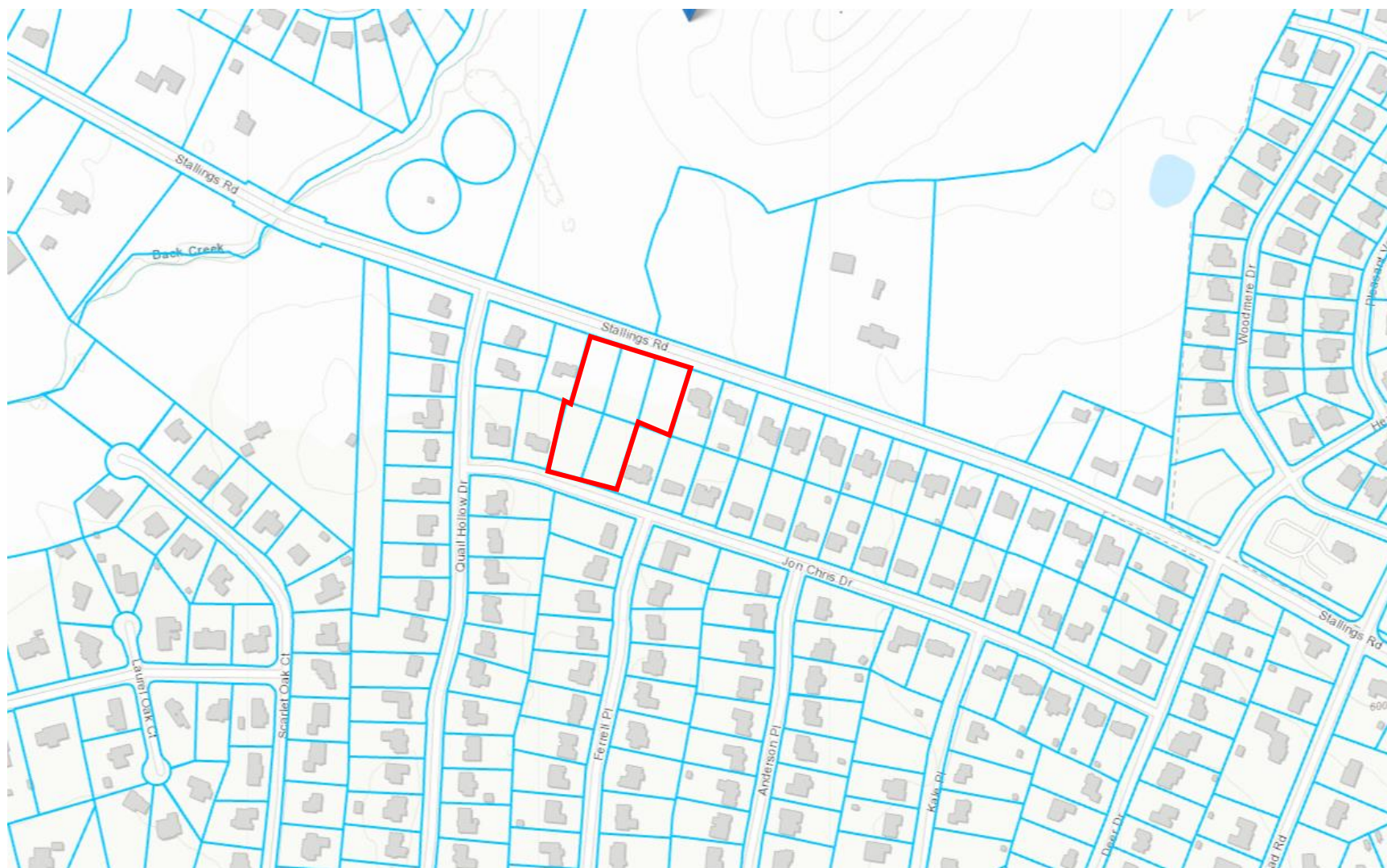
Town Staff Signature: _____

Record of Decision

Reviewed By: _____

Recommendation: ☐ Approve ☐ Deny

Final Action: ☐ Approve ☐ Deny



STATE OF NORTH CAROLINA CABARRUS COUNTY

"I, MARK C. CARTER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 641, PAGE 265 OR OTHER REFERENCE SOURCE); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK 22, PAGE 68; THAT THE RATIO OF PRECISION OR POSITION ACCURACY IS 1:10,000, AND THAT THIS MAP MEET THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600)." THIS 23rd DAY OF SEPTEMBER, 2022.

PROFESSIONAL LAND SURVEYOR

"I, MARK C. CARTER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

1. CLASS OF SURVEY: A
2. POSITIONAL ACCURACY: 0.03 US FEET
3. TYPE OF GPS FIELD PROCEDURE: REAL TIME KINEMATICS NETWORK
4. DATES OF SURVEY: SEPT 7, 2022
5. DATUM/EPOCH: NAD83
6. PUBLISHED/FIXED CONTROL USE: NGS 'PEMBROOK'
7. GEOD MODEL USED: GEIOD 2018
8. COMBINED GRID FACTOR: 0.99985000
9. UNITS: US SURVEY FEET

MARK C CARTER NCPLS L-5102

DATE

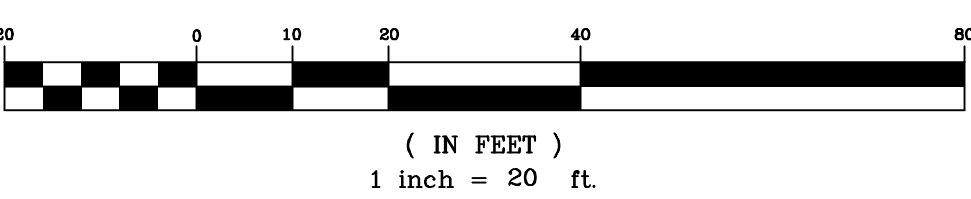
NOTES

1. AREA CALCULATED BY COORDINATE COMPUTATION.
2. ADJOINING PROPERTY OWNERS NAMES WERE TAKEN FROM CABARRUS COUNTY TAX OFFICE RECORDS, AND ARE CONSIDERED AS NOW OR FORMERLY.
3. IRON RODS AT ALL CORNERS UNLESS NOTED.
4. THIS MAP IS SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS AND PRELIMINARY PLAN WHICH MAY BE OF RECORD.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES, MEASURED WITH ELECTRONIC MEASURING DEVICES.
6. LOT SUBJECT TO ALL ZONING ORDINANCES OF THE CABARRUS COUNTY. BUILDER/OWNER MUST VERIFY THAT LOT IS IN COMPLIANCE WITH ALL COUNTY AND HOMEOWNERS ASSOCIATION ZONING ORDINANCES PRIOR TO ANY LAND DISTURBANCE OR CONSTRUCTION.
7. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH.
8. NO NCOS MONUMENT FOUND WITHIN 2000 FEET.
9. SETBACKS SHOWN ARE per CURRENT ZONING ORDINANCES UNLESS OTHERWISE NOTED.
10. SUBJECT PROPERTY ZONED LDR.
11. PROPERTY SUBJECT TO EASEMENT(S) per MB 22 PG 68.
12. PROPERTY SUBJECT TO RESTRICTIONS per DB 424 PG 231, AND DB 684 PG 196.
13. THE COMMUNITY FLOOD FRINGE BASE FLOOD ELEVATION (BFE) REPRESENTS THE COMPUTED FLOOD ELEVATION (NAVD 88) FOR THE 0.2% ANNUAL CHANCE FLOOD EVENT. (500 YEAR FLOOD).
14. NO DWELLING OR OTHER STRUCTURE OR BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN 10 FEET TO AN INTERIOR LOT LINE OR NEARER THAN 15 FEET TO ANY REAR LOT LINE PER DB 684 PG 196.

LEGEND

- | | |
|-----|-----------------------------|
| RF | REBAR FOUND |
| PTF | PINCHED TOP PIPE FOUND |
| RS | REBAR SET |
| R/W | RIGHT-OF-WAY |
| SF | SQUARE FEET |
| MB | MAP BOOK |
| DB | DEED BOOK |
| PG | PAGE |
| BL | BUILDING LINE |
| RY | REAR YARD |
| SY | SIDE YARD |
| SDE | STORM DRAINAGE EASEMENT |
| DUE | DRAINAGE & UTILITY EASEMENT |
| RCP | REINFORCED CONCRETE PIPE |
| CFF | COMMUNITY FLOOD FRINGE |
| BFE | BASE FLOOD ELEVATION |
| SD | STORM DRAIN LINE |
| SS | SANITARY SEWER LINE |
| PP | POWER POLE |
| APL | ADJOINER PROPERTY LINE |
| RWL | R/W LINE |
| EPL | EXTERIOR PROPERTY LINE |
| TL | TOP BANK |
| SDE | STORM DRAINAGE EASEMENT |
| DUE | DRAINAGE & UTILITY EASEMENT |
| BL | BUILDING SETBACK LINE |
| CFF | COMMUNITY FLOOD FRINGE |
| WM | WATER METER |
| CT | CABLE TV |
| TP | TELEPHONE PEDESTAL |
| ICV | ICV |
| SS | SANITARY SEWER MANHOLE |

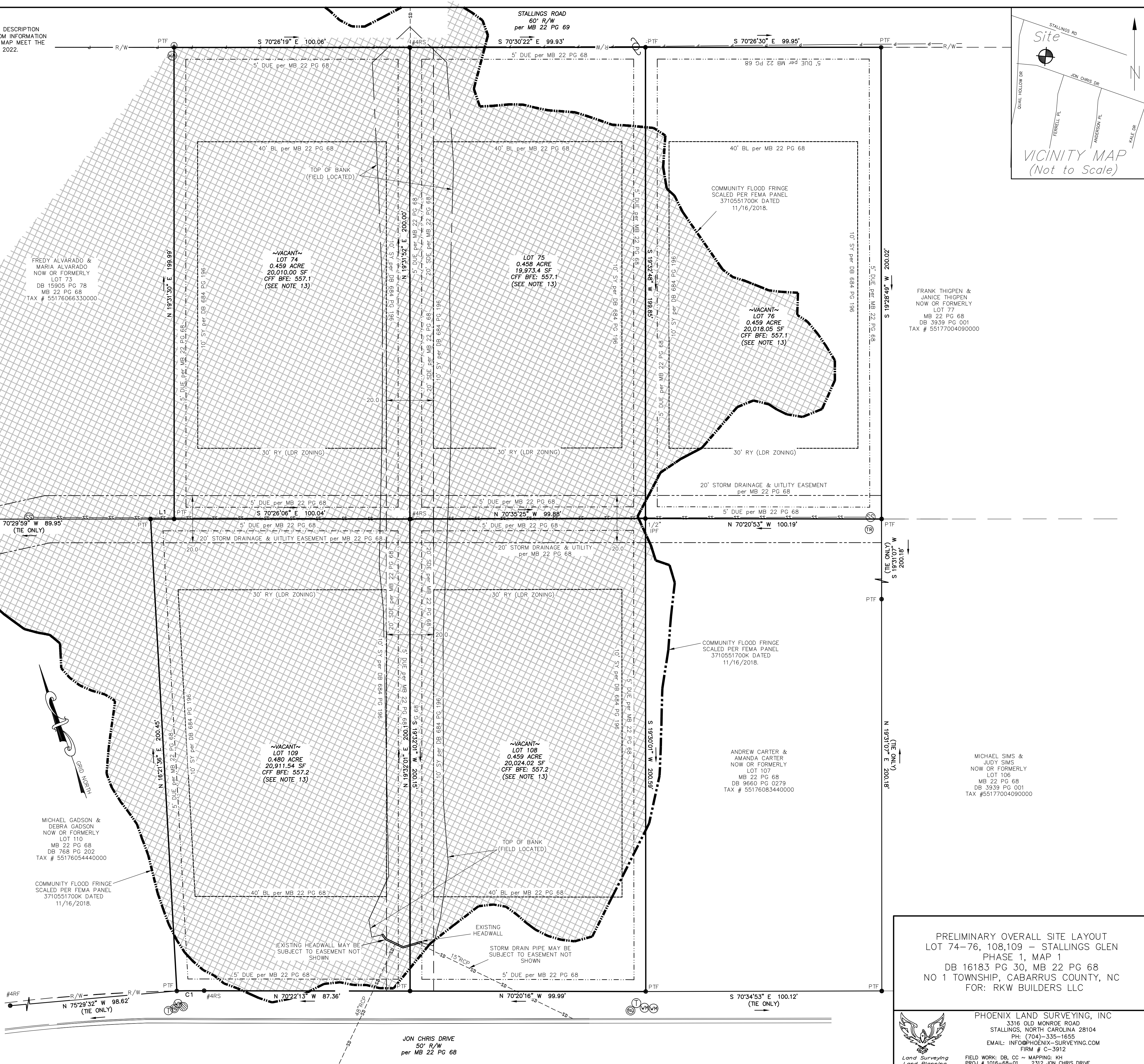
GRAPHIC SCALE



SITE NOTES:

BUILDING SETBACK REQUIREMENTS (MINIMUM) ZONED LDR.
FRONT: 40 FEET (per MB 22 PG 68)
SIDE YARD: 10 FEET (per DB 684 PG 196)
REAR YARD: 30 FEET (LDR ZONING)

FLOOD NOTE:
A PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 3710551700K, DATED: 11/16/2018.



PRELIMINARY OVERALL SITE LAYOUT
LOT 74-76, 108,109 - STALLINGS GLEN
PHASE 1, MAP 1
DB 16183 PG 30, MB 22 PG 68
NO 1 TOWNSHIP, CABARRUS COUNTY, NC
FOR: RKW BUILDERS LLC



PHOENIX LAND SURVEYING, INC
3316 OLD MONROE ROAD
STALLINGS, NORTH CAROLINA 28104
PH: (704)-335-1655
EMAIL: INFO@PHOENIX-SURVEYING.COM
FIRM # C-3912
FIELD WORK: DB, CC ~ MAPPING: KH
PROJ # 1016-68-01 2312 JON CHRIS DRIVE

Combined Legal Description

#2306 Jon Chris Drive - Parcel ID # 55176073470000

#2312 Jon Chris Drive - Parcel ID # 55176064510000

#2313 Stallings Road - Parcel ID # 55176075290000

#2307 Stallings Road - Parcel ID # 55176085250000

#2301 Stallings Road - Parcel ID # 55176095120000

Cabarrus County, NC

BEING all of lots 74-76, 108 & 109, Stallings Glen Phase 1, Map 1 found in Map Book 22 Page 68 of the Cabarrus County Register of Deeds office and being more accurately described by a surveys by Phoenix Land Surveying Inc. as follows:

BEGINNING at a pinched top pipe found on northern margin of Jon Chris Drive (MB 22 PG 68), said point being located N 53-56-55 W 2,901.12 feet from NGS Monument "Pembroke" (Grid Coordinates – N: 568,543.57, E: 1,519,135.97), thence from said BEGINNING point N 70-20-16 W 99.99 feet to pinched top pipe, thence N 70-22-13 W 87.36 feet to #4 rebar set, thence following a curve to the right having an arc length of 11.60 feet, a radius of 691.75 feet, and a chord bearing and distance of N 70-56-57 W 11.60 feet to a pinched top pipe, thence N 16-21-36 E 200.45 feet to a pinched top pipe, thence S 70-31-24 E 10.01 feet, thence N 19-31-30 E 199.99 feet to a pinched top pipe found in the southern margin of Stallings Road (MB 22 PG 68), thence S 70-26-19 E 100.06 feet to new #4 rebar set, thence S 70-30-22 E 99.93 feet to a pinched top pipe, thence S 70-26-30 99.95 feet to a pinched top pipe, thence S 19-28-49 W 200.02 feet to a pinched top pipe, thence N 70-20-53 W 100.19 feet to a ½" iron pipe found, thence S 19-30-01 W 200.59 feet to the point and place of BEGINNING containing 2.315 acres.

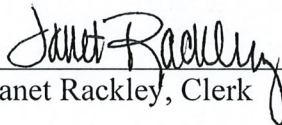


To the Town Council of the Town of Harrisburg of Harrisburg North Carolina:

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 29th day of November 2022.




Janet Rackley, Clerk



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-58.1**

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on January 9, 2023.

Combined Legal Description

#2306 Jon Chris Drive - Parcel ID # 55176073470000

#2312 Jon Chris Drive - Parcel ID # 55176064510000

#2313 Stallings Road - Parcel ID # 55176075290000

#2307 Stallings Road - Parcel ID # 55176085250000

#2301 Stallings Road - Parcel ID # 55176095120000

Cabarrus County, NC

BEING all of lots 74-76, 108 & 109, Stallings Glen Phase 1, Map 1 found in Map Book 22 Page 68 of the Cabarrus County Register of Deeds office and being more accurately described by a surveys by Phoenix Land Surveying Inc. as follows:

BEGINNING at a pinched top pipe found on northern margin of Jon Chris Drive (MB 22 PG 68), said point being located N 53-56-55 W 2,901.12 feet from NGS Monument "Pembroke" (Grid Coordinates – N: 568,543.57, E: 1,519,135.97), thence

from said BEGINNING point N 70-20-16 W 99.99 feet to pinched top pipe, thence N 70-22-13 W 87.36 feet to #4 rebar set, thence following a curve to the right having an arc length of 11.60 feet, a radius of 691.75 feet, and a chord bearing and distance of N 70-56-57 W 11.60 feet to a pinched top pipe, thence N 16-21-36 E 200.45 feet to a pinched top pipe, thence S 70-31-24 E 10.01 feet, thence N 19-31-30 E 199.99 feet to a pinched top pipe found in the southern margin of Stallings Road (MB 22 PG 68), thence S 70-26-19 E 100.06 feet to new #4 rebar set, thence S 70-30-22 E 99.93 feet to a pinched top pipe, thence S 70-26-30 99.95 feet to a pinched top pipe, thence S 19-28-49 W 200.02 feet to a pinched top pipe, thence N 70-20-53 W 100.19 feet to a ½" iron pipe found, thence S 19-30-01 W 200.59 feet to the point and place of BEGINNING containing 2.315 acres.

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Resolution for the Sale of Surplus Personal Property

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

Motion to approve the attached resolution authorizing the sale of surplus personal property by the Manager's Office under NC G.S. 160A-266(c).

Description/Background:

Surplus property is authorized to be sold in one of the ten ways outlined under G.S. 160A, which requires the Town to obtain fair market value for any property disposals, using an auction as the preferred method to facilitate the transaction.

The attached resolution permits the Town Manager's Office to enter into a direct sale of personal property valued under \$2,500, as independently determined by the Finance Director. Property may be directly sold to employees or public officials who are terminating employment or vacating public office in good standing.

The employee or public official must not violate G.S. 14-234 by having participated in the original purchase of the property.

Recommendation:

Staff recommends approval of the attached resolution authorizing the sale of surplus personal property.

Fiscal Impact:

None as a result of the Resolution. Sales in the future will provide unrestricted revenues to the fund which purchased the property originally.

Attachments:

1. Resolution - Sale of Surplus Property 12122022



**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG
AUTHORIZING THE SALE OF SURPLUS PROPERTY**

WHEREAS, in accordance with NC General Statute 160A-266(c), the Town Council of the Town of Harrisburg, North Carolina intends to adopt a regulation which permits the sale of surplus personal property valued at less than thirty thousand (\$30,000) for any one item or group of items; and

WHEREAS, North Carolina General Statute 160A-266(c) requires the property to be sold for fair market value. The sale of property under this regulation shall not include any property that has the appearance of violating North Carolina General Statute 14-234, which does not allow a public officer or employee to be involved in administering the contract or receiving a direct benefit from the contract used to originally acquire the property; and

WHEREAS, North Carolina General Statute 160A-266(c) authorizes the governing board to delegate this authority to the Town Manager's Office.

NOW, THEREFORE BE IT RESOLVED as follows:

- (1) Pursuant to North Carolina General Statute 160A-266(c), the Town Council authorizes the Finance Officer to independently determine a fair market value for property subject to surplus and sale under this Resolution.
- (2) Pursuant to North Carolina General Statute 160A-266(c), the Town Council authorizes the Town Manager's Office to surplus personal property valued at less than two thousand five hundred dollars (\$2,500) and execute a sale of said property to employees and public officials at the fair market value determined by the Finance Director.
- (3) Employees and public officials authorized to participate in purchases of property under this resolution shall be terminating employment or vacating public office in good standing.
- (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 12th day of December, 2022.

Jennifer Teague - Mayor

Attest:

Janet Rackley – Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2022-10-R: Request to Conditionally rezone approximately 46.65 acres located off Wonderwood Lane from RE (Rural Estate) to AG (Agricultural).

Presenting Personnel:

Zac Gordon, Planning Director

Suggested Motion or Action:

For approval, the following motion is suggested:

Motion to approve the request for conditional rezoning and a Zoning Map amendment for property off Wonderwood Lane (PIN 5516-96-2556): H-2022-10-R

Consistency Statement:

Based on the staff report, staff presentation and conditions proposed by the applicant, this rezoning request is consistent with the Harrisburg Area Land Use Plan (HALUP), and is reasonable and in the public interest.

If denied, the following motion is suggested:

Motion to deny the request for rezoning and a Zoning Map amendment for property off Wonderwood Lane (PIN 5516-96-2556): H-2022-10-R

Description/Background:

A public hearing was held at the previous Town Council meeting on November 14, 2022, however, Council directed the rezoning to be sent back to the Planning Board to be reconsidered as a conditional rezoning with the specific uses for commercial activity clearly identified. The decision was therefore deferred to the December 12, 2022 Town Council meeting where another public hearing will be held for the conditional rezoning.

The property owner is requesting approval to rezone 46.5 acres off Wonderwood Lane from RE (Rural Estate) to AG - Agricultural. The applicant has indicated that this request is intended to facilitate use of the property for a family farm for growing crops and producing honey. Concerns have been raised about the possibility of commercial livestock farming of pigs or chickens that would negatively impact the surrounding homes if the property were to sell at a later date. This is not the intent of the applicant but is a possibility. Hence, the applicant has agreed to the following condition:

The applicant proposes to rezone parcel PIN 5516-96-2556 from RE (Residential Estate) to AG (Agricultural) and agrees to the following condition to limit non-residential uses allowed on the property to the following:

- Crop Production
- Crop Production Support Activity
- Forestry & Logging (Christmas Tree or Landscaping Tree Production)
- Animal Boarding or Shelter
- Pet Care Services (without outdoor Kennels)

In terms of residential uses allowed, the AG district has a maximum density of 0.30 dwelling unit per acre. At a proposed density of 0.02 dwelling units per acre, the subject property meets the AG dimensional requirements of the UDO.

Recommendation:

Staff and the Planning Board recommends approval of the request for conditional rezoning as presented by the applicant.

Fiscal Impact:

None

Attachments:

1. H-2022-10-R Conditional Zoning Staff Report
2. H-2022-10-R Aerial Map
3. H-2022-10-R Site Map
4. H-2022-10-R Survey
5. H-2022-10-R Conditional Rezoning Application
6. H-2022-10-R Public Hearing Notice TC
7. H-2022-10-R Notice to Neighbors - TC



Town of Harrisburg
Planning and Economic Development Department
Rezoning Staff Report

DATE: November 22, 2022

SUBJECT:

Request H-2022-10-(R): To Conditionally Rezone approximately 46.65 acres from RE (Rural Estate) to AG (Agriculture)

Location: The subject property is located off Wonderwood Lane (PIN 5516-96-2556)

Applicant: Michael Arnold

Staff Report Prepared by: Craig Thomas, Senior Planner

Neighborhood Meeting: N/A

BACKGROUND:

Area: ±46.65 acres Total

Existing Land Use: Vacant/Single-Family Residential

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

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

APPLICATION SUMMARY:

The applicant proposes to rezone parcel PIN 5516-96-2556 from RE (Residential Estate) to AG (Agricultural) and limit the non-residential uses allowed on the property to the following:

- Crop Production
- Crop Production Support Activity
- Forestry & Logging (Christmas Tree or Landscaping Tree Production)
- Animal Boarding or Shelter
- Pet Care Services (without outdoor Kennels)

In terms of residential uses allowed, the AG district has a maximum density of 0.30 dwelling unit per acre. At a proposed density of 0.02 dwelling units per acre, the subject property meets the AG dimensional requirements of the UDO.

APPROVAL CRITERIA:

1. The size of the tract in question;

The subject property is approximately 46.65 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:

***AG:** The AG district is established to provide areas for low-intensity agricultural operations, agri-business where appropriate, supportive rural business uses, protect, and preserve valuable agricultural areas and pasturelands, and set very low residential densities.*

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 small 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-4** states that the Town should recognize the value of agricultural operations. The low-density nature of the parcel will reduce conflicts between neighboring residents.

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 although the AG zoning designation is missing from the table, the proposed density is less than the standards set forth in the HALUP.

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

The benefits to the owners of the properties would be that the proposed non-residential uses would be consistent with the surrounding residential land uses and single-family residential zoning at the proposed density of 0.02 dwelling units per acre could be achieved under the proposed zoning.

The rezoning has no detrimental impact to the surrounding community.

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 from the adjacent neighborhoods but not necessary for the agricultural operations. 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 and proposed agricultural use of the property. 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.

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 rezoning 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;**

The proposed rezoning and resulting development of this land would preserve 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. Existing land use patterns in the area typically consist of low to medium 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, agricultural, is consistent with surrounding neighborhood and aligns with Harrisburg Area Land Use Plan (HALUP).

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

This property has been vacant.

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

Land supply is not a direct issue in this area.

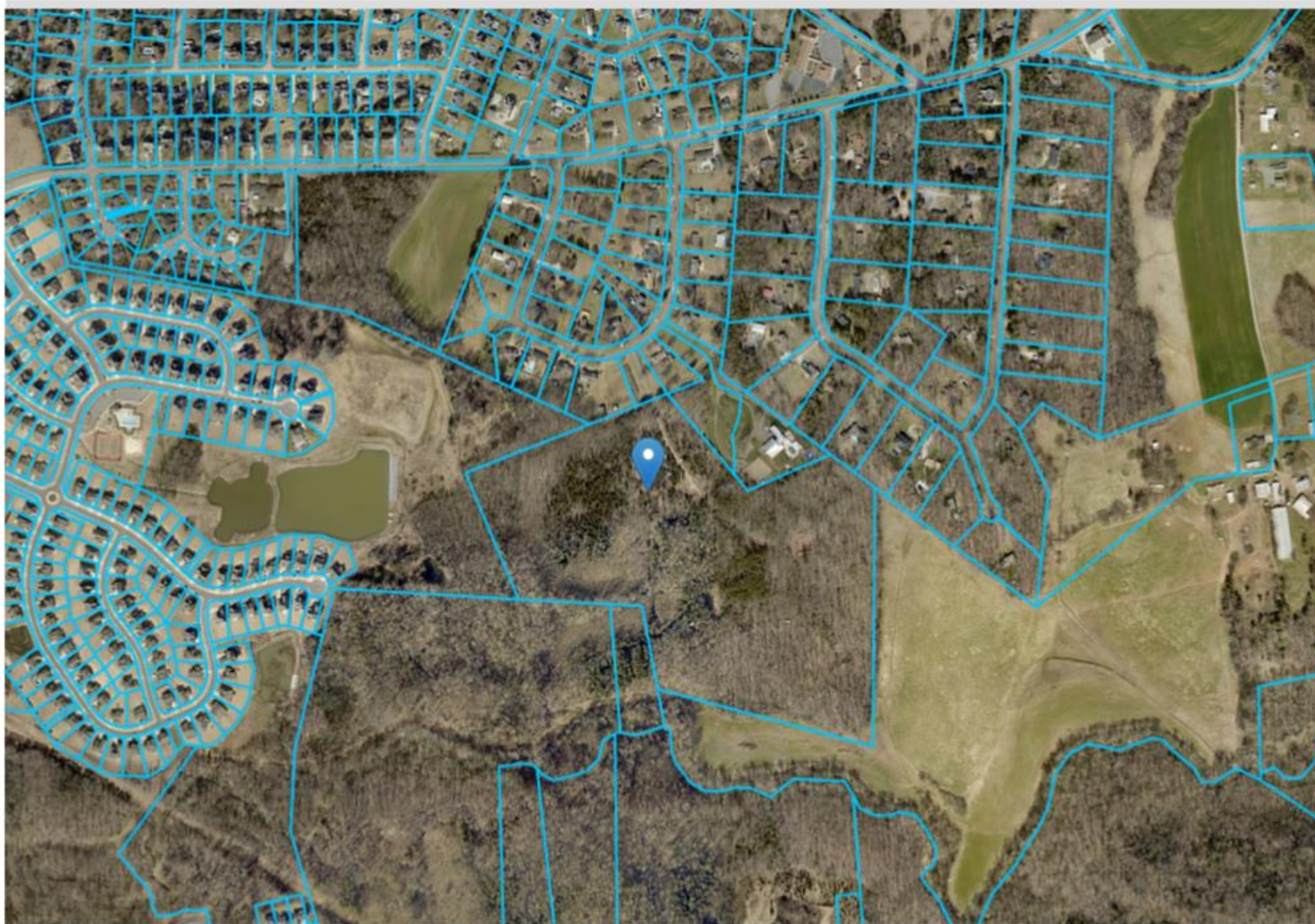
6. Whether the existing zoning was in error at the time of adoption.

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

RECOMMENDATION:

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

Wonderwood Lane



Applicant: Michael Arnold
Current Zoning: RE - Rural Estate
Requested Zoning: AG - Agricultural

Wonderwood Lane (H-2022-10-R)



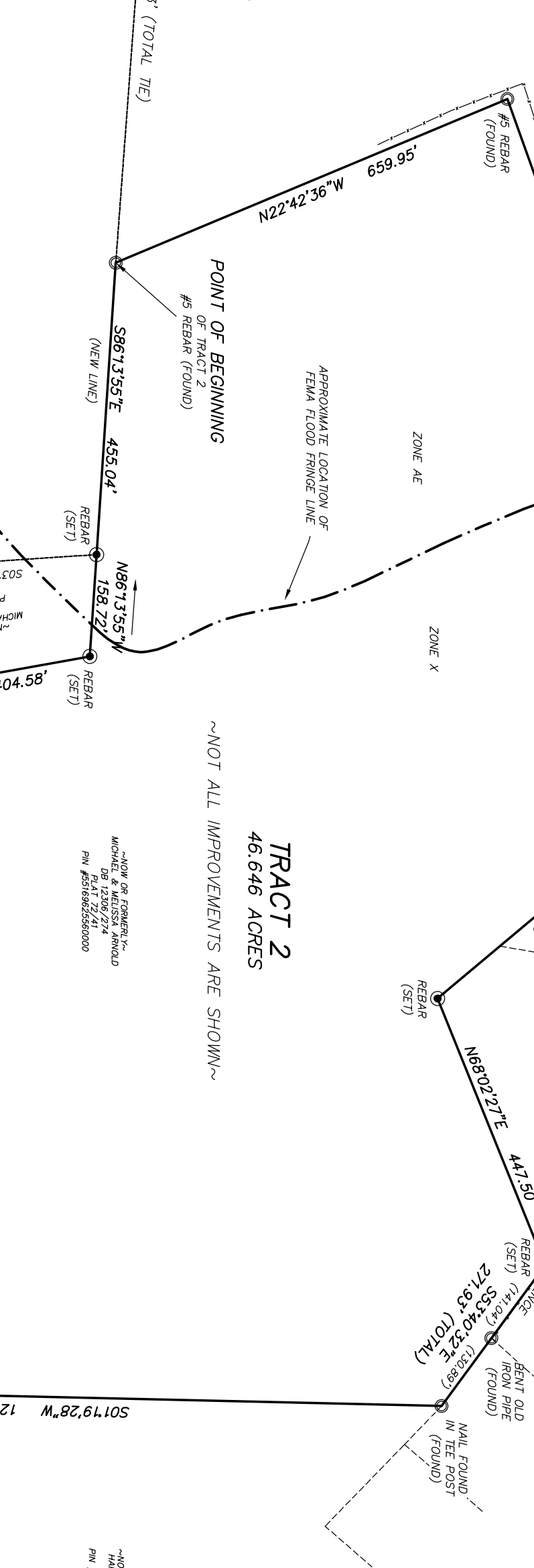
Rezoning Request

Parcel Identification Number:
(PIN 5516-96-2556)

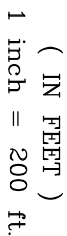
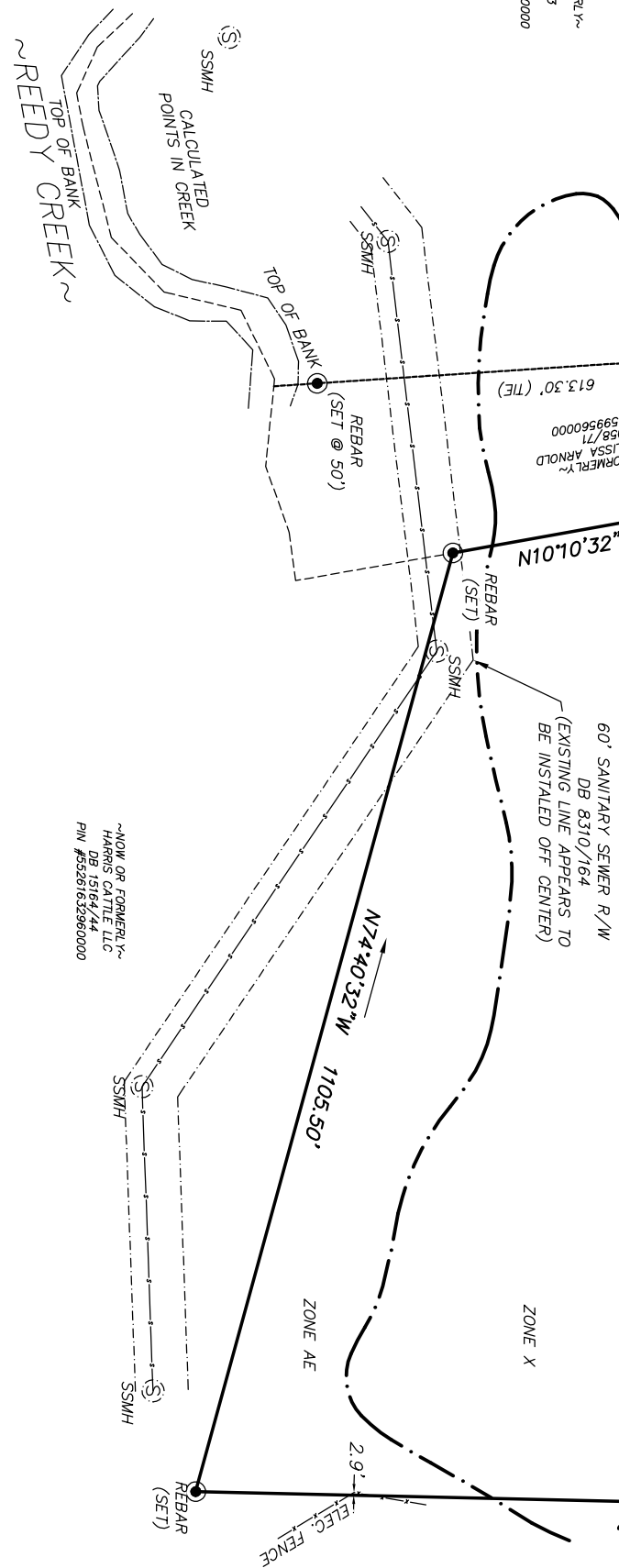
Applicant: Michael Arnold
Current Zoning: RE - Rural Estate
Requested Zoning: AG - Agricultural



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11. ONLY THE OBSERVABLE EVIDENCE OF IMPROVEMENTS ALONG THE BOUNDARY LINES SURVEYED ARE SHOWN. OTHER IMPROVEMENTS MAY BE LOCATED ON THE PROPERTY AND NOT SHOWN HEREIN.



LINE TABLE		
LINE	BEARING	LENGTH
L7	N70°15'37"E	92.00
L8	N70°15'37"E	171.00
L9	N70°15'37"E	192.34
L10	N70°23'14"E	215.37

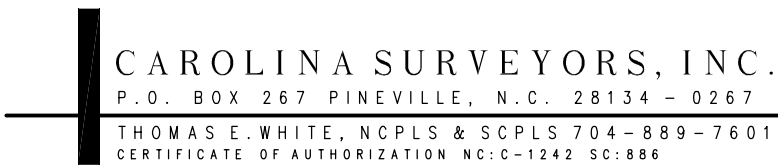
21 NCAG 56. 1604. MAP CERTIFICATION

I CERTIFY THAT THIS MAP WAS DRAIN UNDER MY SUPERVISION FROM AN
ACTUAL SURVEY MADE UNDER MY SUPERVISION (TITLE REFERENCES AS
SHOWN ON PLAT); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED
ON PLAT; THAT THE BOUNDARIES NOT SURVEYED ARE NOT TO BE CONSIDERED
OR PRESENT OR FUTURE INTERESTS, CLAIMS, RIGHTS OR EXTENTS OF 10.00, AND
THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF
PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAG 56. 1600).

DAY OF _____ 20____

DATE	REVISIONS:	SCALE: 1" = 200'
7/1/22	MAPPING OF TRACT 2 NO NEW FIELDWORK	2016\BAT\GRADY HARRIS 2016\G\GRADY HARRIS PROJECT: 16-5008 DRAWN BY: TW FIELD WORK: BG/MB NOVEMBER 14, 2016

A BOUNDARY SURVEY SHOWING
TRACT 2 of the
GRADY HARRIS ROAD SUBDIVISION
(NEAR WANDERING LANE)
SURVEYED FOR: MICHAEL ARNOLD
AREA: 64.466 ACRES
TOWN OF HARRISBURG, TOWNSHIP #1, CABARRUS COUNTY, NORTH CAROLINA





APPLICATION FOR CONDITIONAL REZONING

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

1. Please a complete development plan in conformance with Section 145.02.03 of the UDO (all conditional rezoning applications shall include a site specific development plan which, if approved, shall be binding on the property in question). If approved, a zoning site plan review and approval will be required to receive a zoning compliance permit. For specific requirements, please see the form entitled "Site Plan Requirements".
2. Please list the specific permitted land use(s) that you are proposing. Land use(s) shall be chosen from Table 140.02.01-2 or 140.02.02-2 in the Harrisburg UDO titled "Permitted Uses" and shall correspond to the Zoning District requested.

Crop Production

Crop Production Support Activity

Forestry & Logging (Christmas Tree or Landscaping Tree Production)

Animal Boarding or Shelter

Pet Care Services (without outdoor Kennels)

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



Owner Information

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

requested, the property involved in this request will be perpetually bound by the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended through the rezoning process. It is further understood and acknowledged that it is the responsibility of the petitioner to file

the development plan in the Cabarrus County Register of Deeds Office as a deed restriction upon the subject property.

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

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

Property Owner Michael Arnold

Address 4138 French Field Harrisburg NC 28075

Phone 704-773-6250

Fax _____

Signature *Michael Arnold* _____

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

OFFICIAL USE ONLY:

Petition Number:

Date Filed:

Received By:

PUBLIC HEARING NOTICE

Harrisburg Town Council ****Onsite/Virtual Meeting****

Monday, December 12, 2022 @ 6:00 PM

Harrisburg Town Hall- Council Chambers

4100 Main Street

Harrisburg, NC 28075

H2022-10-(R) – Rezoning. Request to conditionally rezone approximately 46.65 acres located off Wonderwood Lane (PIN 5516-96-2556) from RE (Rural Estate) to AG (Agricultural).

H2022-13-(R)- Annexation and Rezoning. Request annexation into the Town of Harrisburg limits and rezoning (PIN 5517-41-4403) from Cabarrus County LDR (Low Density Residential) to Town of Harrisburg RE (Rural Estate).

****Virtual Meeting Information** will be posted on the published agenda and can be accessed here <https://harrisburgnc.org/129/Agendas-Minutes>

Publication Dates: Friday December 2, 2022, and Friday December 9, 2022.



November 22, 2022

Public Hearing Notice

To Whom It May Concern:

Our records indicate that you are the owner of property located within 300' of property located off Wonderwood Lane, designated as Cabarrus County PIN 5516-96-2556 (see site location map on the reverse side of this letter). The owner of this property has submitted a request to conditionally rezone this property from RE (Rural Estate) to AG (Agricultural). The uses that the applicant is requesting would be restricted to Crop Production and Crop Production Support Activity.

A public hearing on this request will be held on December 12, 2022, at 6:00 pm at Harrisburg Town Hall in the Town Council chambers. You are being notified of this public hearing in accordance with the requirements of Section 145.01.08.C of the Harrisburg Unified Development Ordinance (UDO) and are invited to attend the meeting (in person or virtually) and provide input or ask questions. Please see instructions below on how to access this meeting virtually.

Virtual Meeting Information:

Please click this URL to join.

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

Passcode: 212521

Or join by phone: (301) 715-8592

Dial: (301) 715-8592

Webinar ID: 834 8187 7476

Send comments or sign up to speak by emailing: planning@harrisburgnc.org

If you have any questions prior to the meeting, please feel free to call 704-455-5614.

H2022-10-R Arnold AG Rezoning

Date: Monday, December 12, 2022

Time: 6:00 PM

Location: Harrisburg Town Hall
4100 Main Street
Harrisburg, NC 28075

Sincerely,

Craig Thomas
Senior Planner
Town of Harrisburg

Site Location Map (Wonderwood Lane)





TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2022-13-R: Public Hearing to Consider non-contiguous annexation and rezoning of property located at 3087 Stallings Road from LDR (County) to RE (Residential Estate).

Presenting Personnel:

Zac Gordon, Planning Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the Annexation, Rezoning and Zoning Map Amendment for Property located at 3087 Stallings Rd. H-2022-13-R.

If denied, the following motion is suggested:

To deny the Annexation, Rezoning and Zoning Map Amendment for Property located at 3087 Stallings Rd. H-2022-02-R.

Description/Background:

The applicant is requesting that the subject property be rezoned from County LDR (Low Density Residential) to RE (Rural Estate). This rezoning is being requested in order to annex one parcel into the Town of Harrisburg town limits to access sewer services. The RE district has a maximum density of 0.80 dwelling units per acre. The proposed lot density is 0.20 dwelling units per acre and therefore meets the RE dimensional requirements of the UDO. The rezoning request is consistent with the Harrisburg Area Land Use Plan (HALUP), which locates the property in an area designated on the future land use map as Medium Density Residential, which recommends 2-3 dwelling units per acre.

Along with this request for rezoning, the applicant has submitted a petition to be annexed into the Town of Harrisburg corporate limits. This request would be for a non-contiguous annexation. The Planning and Zoning Board recommended approval of the rezoning at its November 15, 2022 meeting.

See attached staff report for additional information.

Recommendation:

The rezoning request is consistent with the Harrisburg Area Land Use Plan. The Planning and Zoning Board recommended approval at their November 15, 2022 meeting. Staff is also recommending approval of the request for annexation and rezoning of property located at 3087 Stallings Road.

Fiscal Impact:

None

Attachments:

1. H-2022-13-R Staff Report
2. H-2022-13-R Site Map
3. H-2022-13-R Rezoning Application

4. H-2022-13-R Annexation Application
5. H-2022-13-R Survey
6. H-2022-13-R Annexation Area (Legal Description)
7. H-2022-13-R Public Hearing Notices TC
8. H-2022-13-R Notice to Neighbors TC
9. Certificate of Sufficiency
10. Resolution Fixing Date of Public Hearing - Velasquez
11. Annex Ord 7026



Town of Harrisburg
Planning and Economic Development Department
Rezoning Staff Report

DATE: November 28, 2022

SUBJECT:

Request H-2022-13-(R): To rezone approximately 5.0 acres from County LDR (Low Density Residential) to RE (Rural Estate)

Location: The subject property is located on Stallings Road (PIN 5517-41-4403)

Applicant: Oscar Velasquez Sorto

Staff Report Prepared by: Craig Thomas, Senior Planner

Neighborhood Meeting: N/A

BACKGROUND:

Area: ±5.0 acres Total

Existing Land Use: Vacant/Single-Family Residential

Zoning within 500 feet: North - Medium Density Residential (RM), Town
South - Low Density Residential (LDR), Cabarrus County
East - Low Density Residential (LDR), Cabarrus County
West - Low Density Residential (LDR), Cabarrus County

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

APPLICATION SUMMARY:

- The applicant is requesting that the subject property be rezoned from County LDR (Low Density Residential) to RE (Rural Estate). This rezoning is being requested in order to annex one parcel into the Town of Harrisburg town limits to access sewer services.
- The RE district has a maximum density of 0.80 dwelling units per acre. The proposed lot density is 0.20 dwelling units per acre and therefore meets the RE dimensional requirements of the UDO.
- The rezoning request is consistent with the Harrisburg Area Land Use Plan (HALUP), which locates the property in an area designated on the future land use map as Medium Density Residential, which recommends 2-3 dwelling units per acre.
- Along with this request for rezoning, the applicant has submitted a petition for a “non-contiguous” annexation into the Town of Harrisburg corporate limits.

APPROVAL CRITERIA:

1. The size of the tract in question;

The subject property is approximately 5.0 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 **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 acres. 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 owners 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 Medium Density Residential and the proposed density of 0.20 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 0.20 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 on 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. Water is available along Stallings Road and sewer access is available to the south of the property and to the north on the other side of Stallings Road. Any utility line extensions or upgrades necessary to serve this development will be the responsibility of the developer.

b. Transportation:

A TIA was not required based on the lower amount of traffic generated by this rezoning, with only 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 (0.20 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 a 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. Existing land use patterns in the area typically consist of low to medium 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.

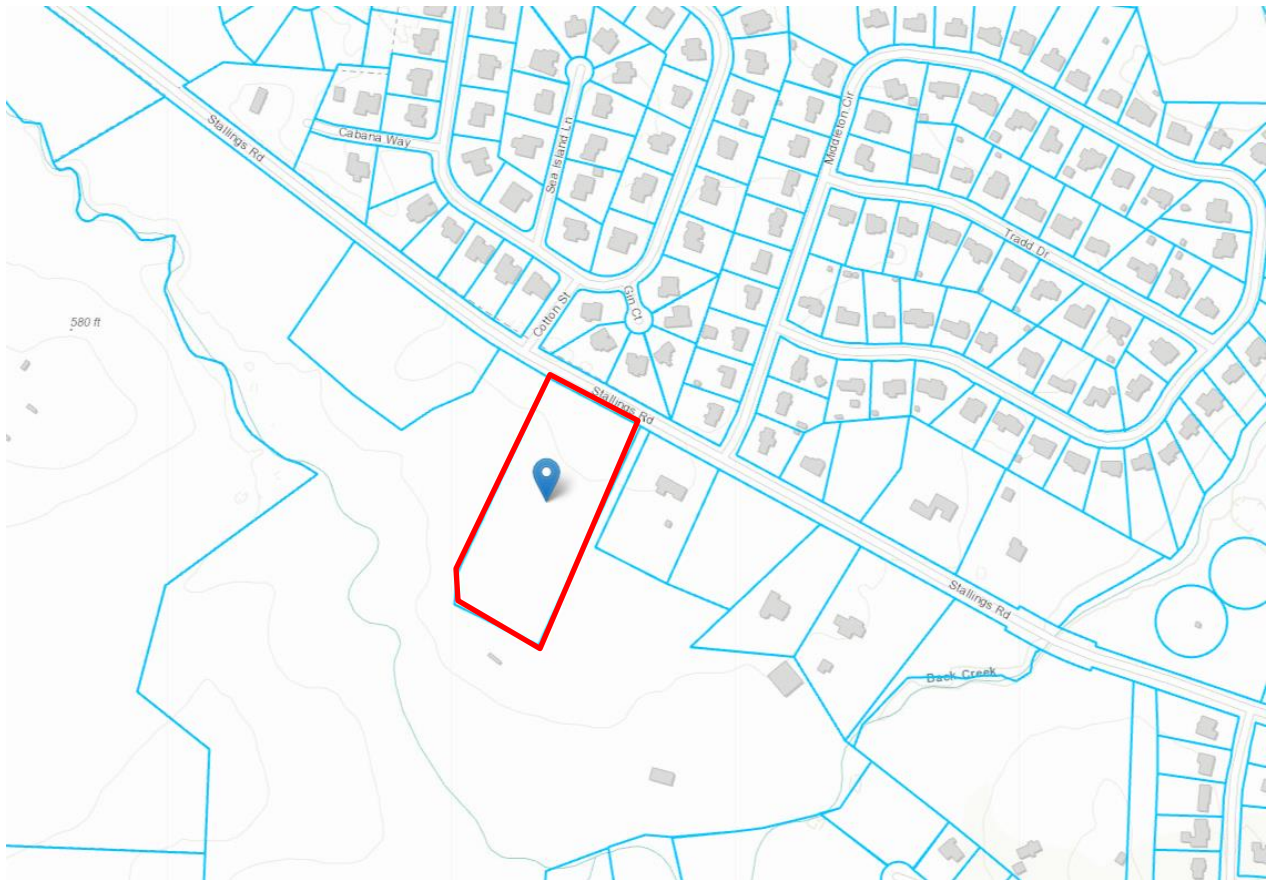
SUMMARY:

The applicant's request for rezoning to a Town of Harrisburg zoning classification of RE (Rural Estate) is necessary for the property to be annexed into the Town limits, in order to provide the property owner with access to Town sewer service.

RECOMMENDATION:

The rezoning request is consistent with the Harrisburg Area Land Use Plan (HALUP) and the Unified Development Ordinance (UDO). Planning and Zoning Department staff therefore recommends approval of the request for rezoning and annexation.

Site Location Map (3087 Stallings Road)



Legislative Approval Application

1. Application Type (select all that apply)

- ☐ UDO Text Amendment ☒ Zoning Map Amendment (rezoning) ☐ Conditional Zoning Approval
☐ Certificate of Appropriateness

2. Project Information

- a. Project Name: VELASQUEZ PROPERTY ANNEXATION
- b. Project Location/Address: 3087 STALLINGS RD. HARRISBURG, NC 28075
- c. Tax Map and Parcel Number (PIN): REAL ID: 01-017-0008.19 PIN: 5517-41-4403
- d. Zoning: Existing: LDR Proposed: RE
- e. Land Use: Existing: SINGLE FAM. - RESIDENTIAL Proposed: SINGLE FAMILY RESIDENTIAL
- g. Description of Request (attach separate sheet if needed):

ANNEX SUBJECT PROPERTY INTO THE TOWN OF HARRISBURG
AND REZONE TO "RE".

3. Contact Information

- a. Project Manager/Contact Person: DAVID MEDLIN
Company: MEDLIN SURVEYING CO.
Address: 2915 STALLINGS RD City, State, Zip: HARRISBURG, NC 28075
Phone Number: (704) 201-4332 Email Address: MEDLIN SURVEY @ YAHOO.COM
- b. Applicant Name (if different than above): OSCAR VELASQUEZ
Company: O+L CONCRETE, LLC
Address: 11641 NORRETT DR. City, State, Zip: CHARLOTTE, NC 28215
Phone Number: (704) 837-3217 Email Address: VELASQUEZ OSCAR 484 @ GMAIL.COM
- c. Owner Name: OSCAR VELASQUEZ
Company: _____
Address: 11641 NORRETT DR. City, State, Zip: CHARLOTTE NC 28215
Phone Number: (704) 837-3217 Email Address: VELASQUEZ OSCAR 484 @ GMAIL.COM

4. Owner's Consent

OSCAR VELASQUEZ ("Owner") certifies that it is the owner of the property located at 3087 STALLINGS RD. ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes, DAVID MEDLIN as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature:

Oscar Velasquez

Date:

09.07.22

5. Affidavit of Completeness and Accuracy (to be completed by the individual submitting the application)

Project Name: VELASQUEZ PROPERTY ANNEXATION Submittal Date: SEPT. 7, 2022

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning and Zoning Department of Harrisburg, North Carolina, and will not be returned.

I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required to process this application. I further consent to the Town of Harrisburg to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Applicant Name:

DAVID MEDLIN

Applicant Signature:

David M. Medlin

6. Staff Use Only:

Record of Process

Date Received: _____

Application Number: _____

Is Application Complete?

☐

Yes

☐

No

Public Hearing Date(s): _____

Published Notice Date: _____

Mailed Notice Date: _____

Posted Notice Date: _____

Final Action Applicant Notification Mailed Date: _____

Town Staff Signature: _____

Record of Decision

Reviewed By: _____

Recommendation:

☐

Approve

☐

Deny

Final Action:

☐

Approve

☐

Deny

7. Required Attachments

All development application submittals must be accompanied by:

- Applicable fee(s) (see Master Fee Schedule in Appendix B of the Development Guidebook);
- Attachments listed in under the pertinent application;
- Case numbers of other related development applications; and
- Any additional information or attachments required by the Town Attorney, Director or other Town staff, Historic Preservation Commission, Planning and Zoning Board, Board of Adjustment, or Town Council.

Consult staff during pre-application meeting for any required paper copies consult staff during pre-application meeting for any required paper copies.

Conditional Zoning Approval

1. List of all abutting property owners' name, mailing address, and PINs
2. Recent survey or legal description of property requested to be rezoned
3. Copies of the invitation letter, minutes, and sign-up sheet from required neighborhood meeting
4. If determined required at the pre-application meeting:
 - a. Copies of the Traffic Impact Analysis (TIA)
 - b. Proposed site plan
 - c. Landscape plan (with number, location, and type of proposed plantings)
 - d. Proposed building elevations
5. A digital (PDF) copy of a complete site-specific development plan
6. List of specific proposed permitted uses (chosen from permitted used of proposed district)
7. Any specific conditions willing to be imposed as part of application (e.g. no outside storage, increased buffer width, etc.)

Zoning Map Amendment (rezoning)

1. List of all abutting property owners' name, mailing address, and PINs
2. Recent survey or legal description of property requested to be rezoned
3. Copies of the invitation letter, minutes, and sign-up sheet from required neighborhood meeting.
4. If determined required at the pre-application meeting:
 - a. Copies of the Traffic Impact Analysis (TIA)
 - b. Proposed site plan
 - c. Landscape plan (with number, location, and type of proposed plantings)
 - d. Proposed building elevations

UDO Text Amendment

1. Proposed text of amendment ordinance
2. Written rationale for the change

Annexation Application

1. Request for Annexation

- ☒ 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. Property Information

- a. Property Location/Address: 3057 Stallings Rd Harrisburg, NC 28075
- b. Tax Map and Parcel Number (PIN) 15255 + 916 5517-41-4403
- c. Current Zoning: Carburus Court
- d. Current Land Use: Residential
- e. Area to be annexed is. ☐ Contiguous ☒ Non-Contiguous
- f. Boundaries of territory to be annexed (attach separate sheet or describe below).

See attached

3. Contact Information

- a. Contact Person: Charles Baker
Company: _____
Address: 1416 Cochran Dr City, State, Zip: Harrisburg NC 28075
Phone Number: 919-851-2975 Email Address: Charles.Baker@harrisburgnc.com
- b. Applicant Name (if different than above): Osceola Velazquez Seito
Company: _____
Address: _____ City, State, Zip: _____
Phone Number: 704-833-3212 Email Address: V. Velazquez@osceola84@gmail.com
- c. Owner Name: Osceola Velazquez Seito
Company: _____
Address: _____ City, State, Zip: _____
Phone Number: 704-833-3212 Email Address: V. Velazquez@osceola84@gmail.com

4. Signature of Owner(s)

Owner Name: Carol Williams Address: 3257 Stillings Rd
Owner Signature: [Signature] Date: _____
Owner Name: _____ Address: _____
Owner Signature: _____ Date: _____
Owner Name: _____ Address: _____
Owner Signature: _____ Date: _____
Owner Name: _____ Address: _____
Owner Signature: _____ Date: _____
Owner Name: _____ Address: _____
Owner Signature: _____ Date: _____
Owner Name: _____ Address: _____
Owner Signature: _____ Date: _____
Owner Name: _____ Address: _____
Owner Signature: _____ Date: _____

5. Affidavit of Completeness and Accuracy (to be completed by the individual submitting the application)

STATEMENT OF COMPLETENESS AND ACCURACY:
I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning and Zoning Department of Harrisburg, North Carolina, and will not be returned.
I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required to process this application. I further consent to the Town of Harrisburg to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Applicant Name: Carol Williams Submittal Date: _____

Applicant Signature: [Signature]

7. Required Attachments

All Annexation Application submittals must be accompanied by:

- Applicable fee(s) (see Master Fee Schedule in Appendix B of the Development Guidebook).
- Sealed survey showing area proposed for annexation in relation to the primary corporate limits of the Town of Harrisburg.

6. Staff Use Only:

Record of Process

Date Received: _____

Application Number: _____

Is Application Complete? ☐ Yes ☐ No

Public Hearing Date(s): _____

Published Notice Date: _____

Mailed Notice Date: _____

Posted Notice Date: _____

Final Action Applicant Notification Mailed Date: _____

Town Staff Signature: _____

Record of Decision

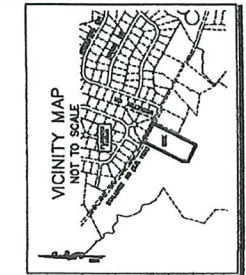
Reviewed By: _____

Recommendation: ☐ Approve ☐ Deny

Final Action: ☐ Approve ☐ Deny

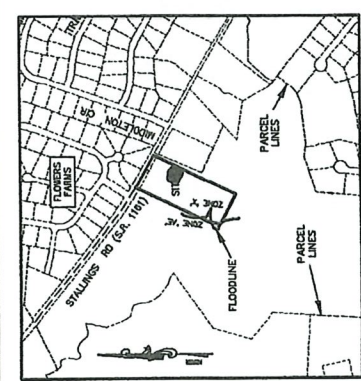
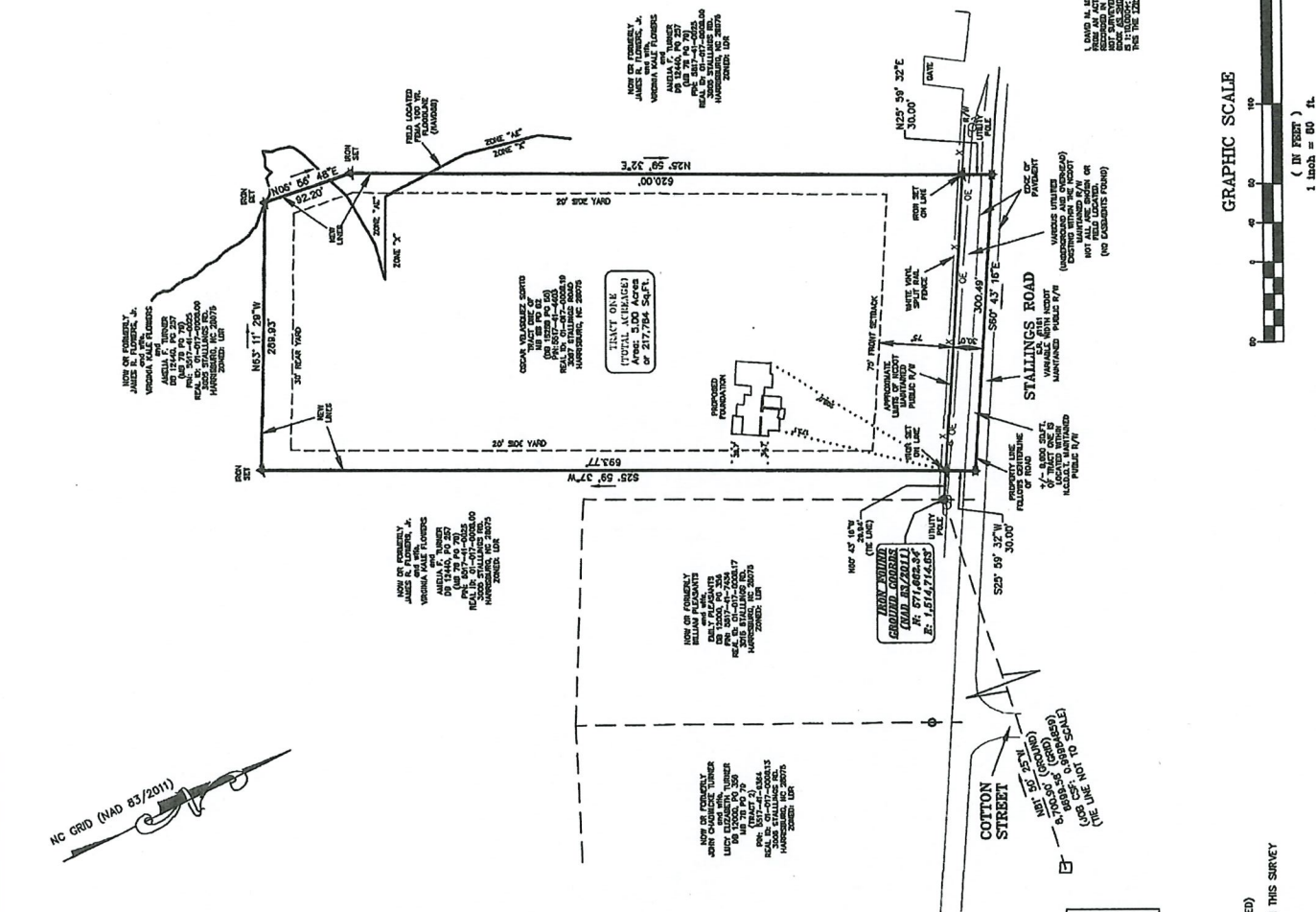
Book	1
Page	50
Surveyed By	DAVID M. MEDLIN
Order	JUNE 17, 2021
Station	1
Section	1

MEDLIN SURVEYING CO.
2915 STALLINGS RD.
HARRISBURG, NC 28075
CALL: 704-201-4332
EMAIL: MEDLIN@MEDLINSURVEYING.COM



- LEGEND:**
- RIGHT OF WAY
 - EXISTING EASEMENTS (SEE 45 NOTED)
 - EXISTING RIGHT OF WAY LINE
 - EXISTING OVERHEAD UTILITY LINES
 - EXISTING HIGH FENCE
 - EXISTING PIPE FOUND
 - EXISTING POLE FOUND
 - EXISTING FENCE FOUND
 - EXISTING SET (SEE 45 NOTED)
 - EXISTING SET (SEE 45 NOTED)

MINIMUM ZONING REQUIREMENTS (LDR)	
MIN. FRONT SETBACKS	75 ft.
SIDE YARD (min 94)	20 ft.
REAR YARD (min 94)	20 ft.
REAR YARD (min 94)	20 ft.



24529

Book 88 Page 62

CERTIFICATE OF OWNERSHIP

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AND THAT WE HEREBY ADOPT THIS PLAN OF DIVISION OF OUR PROPERTY OF OUR FREE CONSENT, ESTABLISHING ANY LINES AND FEATURES SHOWN ON THIS PLAT

BY: Amelia F. Flowers 6-5-2021
OWNER DATE

BY: James R. Flowers Jr. 6-7-2021
OWNER DATE

BY: Virginia K. Flowers 6-7-2021
OWNER DATE

CERTIFICATE OF APPROVAL BY THE SUBDIVISION ADMINISTRATOR

I, June M. Moss, 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 6-5 day of June, 2021.

June M. Moss
Administrator

SOIL SUITABILITY ANALYSIS CERTIFICATE (NO EVALUATION PERFORMED)

I UNDERSTAND THAT ALL OF THE LOTS CREATED BY THIS PLAT MUST BE EVALUATED BY THE CABARRUS COUNTY HEALTH ALLIANCE FOR SOIL SUITABILITY. THE LOTS ON THIS PLAT HAVE NOT BEEN EVALUATED BY THE CABARRUS COUNTY HEALTH ALLIANCE FOR SUITABILITY AS PART OF THE SUBDIVISION REVIEW PROCESS.

PROPERTY OWNER DATE

PROPERTY OWNER DATE

PROPERTY OWNER DATE

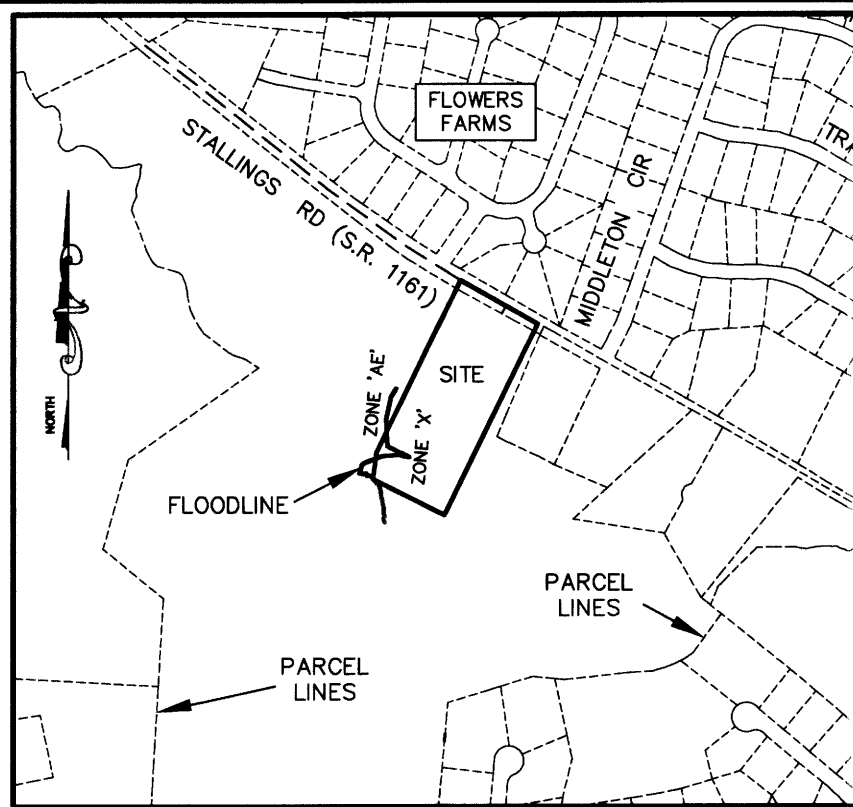
PLAT REVIEW OFFICER CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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

Greg Bell
REVIEW OFFICER

6/7/21
DATE



NOTES:

1. - BOUNDARY SURVEY MADE USING:

DEED BOOK: PAGE:

12440 257

208 28

PLAT BOOK: PAGE:

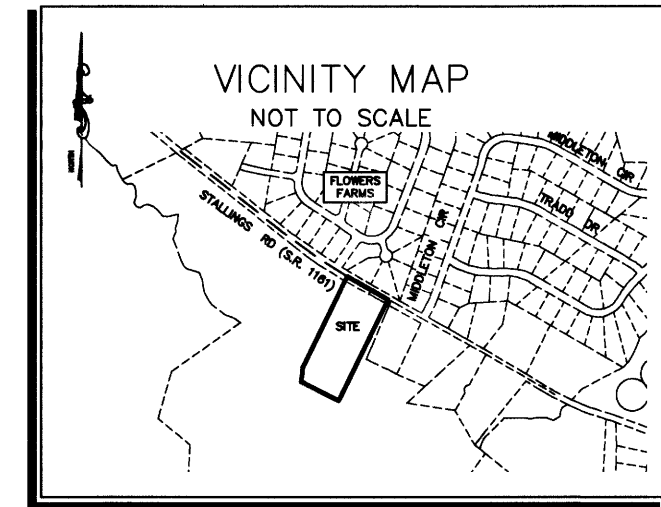
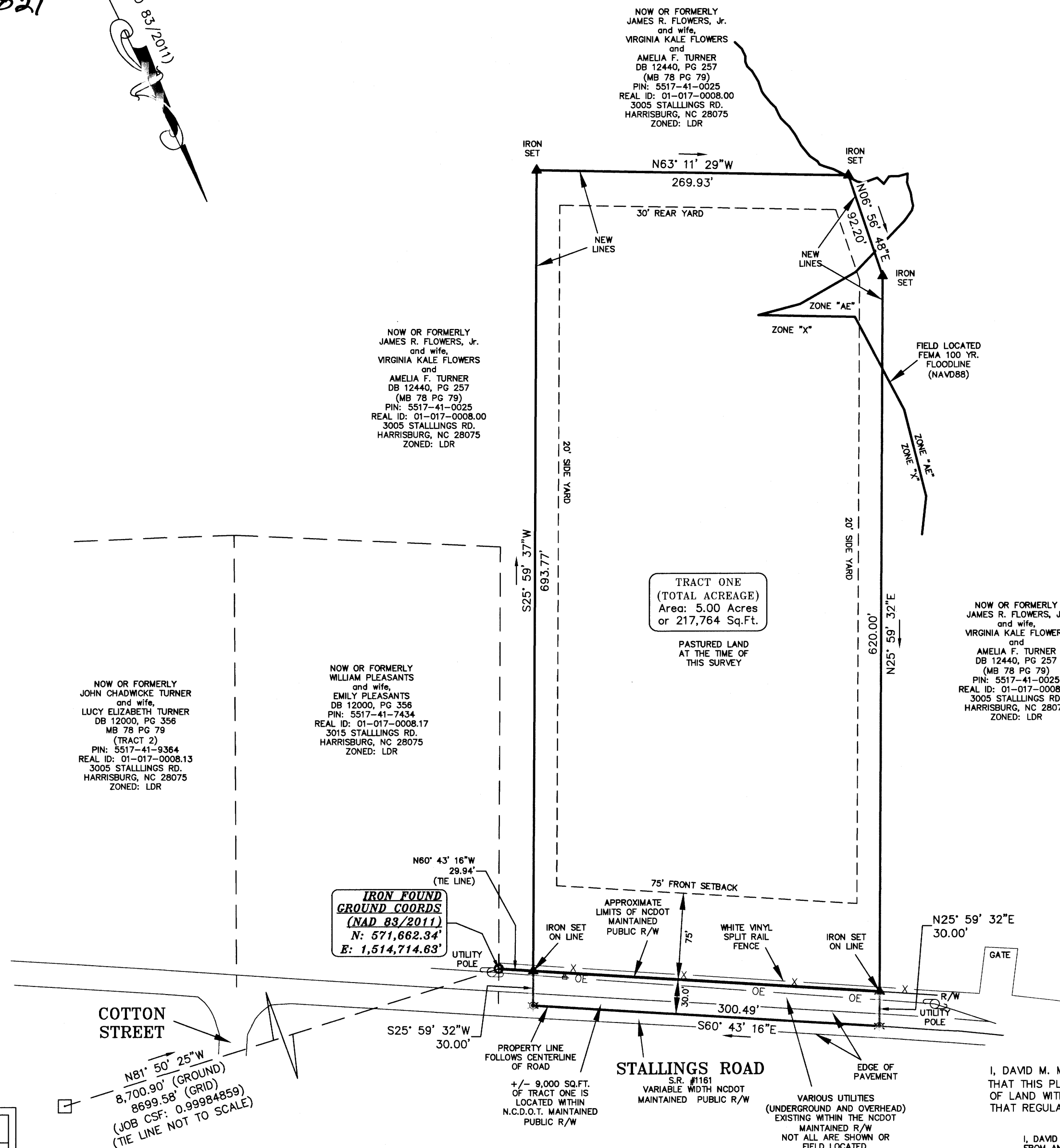
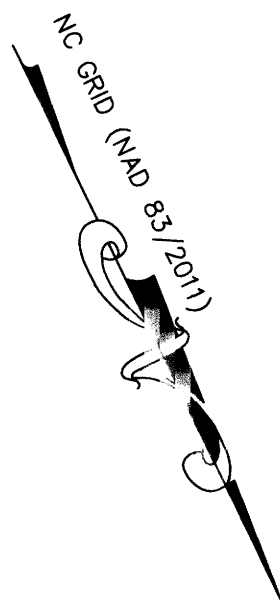
78 79

AND OTHERS, AS SHOWN

AS RECORDED IN CABARRUS CO. REGISTER OF DEEDS

2. - TAX PARCEL : 5517-41-0025; REAL ID: 01-017-008.00
3. - IRON PINS ESTABLISHED AT ALL CORNERS (UNLESS OTHERWISE NOTED)
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 AREAS "X" AND "AE". (FEMA MAP # 3710551700K - EFFECTIVE DATE 8/30/2016).
6. - AREA BY COORDINATE GEOMETRY METHOD
7. - SUBJECT PROPERTY IS ZONED: LDR (CABARRUS COUNTY)

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



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 (LDR)

MIN. FRONT SETBACK: 75 ft.
SIDE YARD (single): 20 ft.
SIDE YARD (total): 40 ft.
REAR YARD: 30 ft.

FILED Jun 07, 2021 03:16 pm
BOOK 00088
PAGE 0062 THRU 0062
INSTRUMENT # 24529
EXCISE TAX \$0.00

FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS

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.

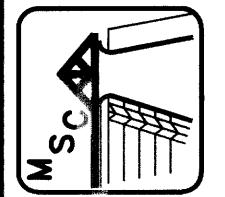
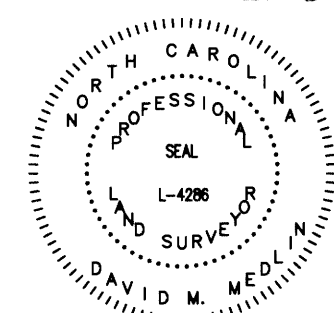
I, DAVID M. MEDLIN CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. LEGAL DESCRIPTION RECORDED IN DEED BOOK AS SHOWN PAGE AS SHOWN; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS FROM INFORMATION FOUND IN DEED BOOK AS SHOWN PAGE AS SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS THE 10th DAY OF MAY, A.D., 2021.

David M. Medlin

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.



MEDLIN
SURVEYING CO.

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

Revisions:

Scale: 1"=80'

Date: MAY 10, 2021

Drawn By: DMM

Surveyed By: DMM

Job No.: FLOWERS PROPERTY - 5 ACRES FOR OSCAR.DWG

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, NC. 28075 No. 1 TOWNSHIP OF CABARRUS COUNTY
PIN: 5517-41-0025; REAL ID: 01-017-008.00

THE PROPERTY OF:

OSCAR VELASQUEZ SORTO

(Deed Book 15258, Page 50) (PIN: 5517-41-4403; REAL ID: 01-017-0008.19)

Lying and being in the No. 1 Township of Cabarrus County, North Carolina, being the 5.00 Acres, shown as TRACT ONE in Map Book 88 Page 62; the same being described in Deed Book 15258, Page 50 as recorded among the Cabarrus County Register of Deeds; and being more particularly described as follows:

ANNEXATION AREA

Commencing from an IRON FOUND on the west side of Stallings Road (S.R. 1161); said IRON FOUND being the northwest corner of the property of William and Emily Pleasants (now or formerly) Deed Book 12000 Page 356 (PIN: 5517-41-7434; REAL ID: 01-017-0008.17) and being further described as having NC (NAD 83/2011) Ground Coordinates of N: 571,662.34, E: 1,514,714.63' and being situated North 81°50'25" West 8,700.90 feet (ground) from NCGS Monument "ROCKY"; thence running a tie line from said IRON FOUND South 60°43'16" East 29.94 feet to an IRON FOUND ON LINE, on the eastern line of the aforesaid TRACT ONE of Map Book 88 Page 62; said IRON FOUND ON LINE being further described as being the POINT OF BEGINNING (POB) of the property to be described herein; thence leaving the POINT OF BEGINNING (POB) and running along said eastern line

1. South 25°59'37" West 15.07 feet to a new IRON SET ON LINE; thence continuing along said line eastern line
2. South 25°59'37" West 678.70 feet to an existing IRON FOUND at the southeast corner of the aforesaid TRACT ONE; thence running along the southern line of said TRACT ONE
3. North 63°11'29" West 269.93 feet to an existing IRON FOUND at the southwest corner of the said TRACT ONE; thence running along the western lines of said TRACT ONE
4. North 06°56'48" East 92.20 feet to an existing IRON FOUND; thence
5. North 25°59'32" East passing a new IRON SET ON LINE at 604.93 feet, and an existing IRON FOUND ON LINE at 620.00 feet, a total of 650.00 feet to a COMPUTED POINT near the centerline of Stallings Road (S.R. 1161); said COMPUTED POINT being further described as being the northwest corner of the aforesaid TRACT ONE; thence running along the northern line of said TRACT ONE (within Stallings Road)
6. South 60°43'16" East 300.49 feet to a COMPUTED POINT near the centerline of Stallings Road; said COMPUTED POINT being further described as being the northeast corner of said TRACT ONE; thence running along the eastern line of said TRACT ONE
7. North 25°59'32" East along said line, a distance of 30.00 feet; thence to the

Point of Beginning and containing 217,764 square feet or 5.00 acres of land, more or less.

The above described ANNEXATION AREA is the same property shown on the unrecorded survey performed by Medlin Surveying Company signed: Sept. 6, 2022, to which reference is hereby made.

PUBLIC HEARING NOTICE

Harrisburg Town Council ****Onsite/Virtual Meeting****

Monday, December 12, 2022 @ 6:00 PM

Harrisburg Town Hall- Council Chambers

4100 Main Street

Harrisburg, NC 28075

H2022-10-(R) – Rezoning. Request to conditionally rezone approximately 46.65 acres located off Wonderwood Lane (PIN 5516-96-2556) from RE (Rural Estate) to AG (Agricultural).

H2022-13-(R)- Annexation and Rezoning. Request annexation into the Town of Harrisburg limits and rezoning (PIN 5517-41-4403) from Cabarrus County LDR (Low Density Residential) to Town of Harrisburg RE (Rural Estate).

****Virtual Meeting Information** will be posted on the published agenda and can be accessed here <https://harrisburgnc.org/129/Agendas-Minutes>

Publication Dates: Friday December 2, 2022, and Friday December 9, 2022.



November 28, 2022

Public Hearing Notice

To Whom It May Concern:

Our records indicate that you own property within 300' of property located at 3087 Stallings Road (Cabarrus County PIN 5517-41-4403). The owner of this property is requesting annexation into the Town of Harrisburg limits and rezoning from Cabarrus County LDR (Low Density Residential) to Town of Harrisburg RE (Rural Estate). The purpose of this annexation and rezoning is to have access to the Town's water and sewer services.

A public hearing on this request will be held on December 12, 2022, at 6:00 pm at Harrisburg Town Hall in the Town Council chambers. You are being notified of this public hearing in accordance with the requirements of Section 145.01.08.C of the Harrisburg Unified Development Ordinance (UDO) and are invited to attend the meeting (in person or virtually) and provide input or ask questions. Please see instructions below on how to access this meeting virtually.

Virtual Meeting Information:

Please click this URL to join.

<https://us02web.zoom.us/j/83481877476?pwd=YzFjTlBDZWQweU9NVWR0QjFxRVVqQT09>

Passcode: 212521

Or join by phone: (929) 205 6099

Dial: (929) 205 6099

Webinar ID: 834 8187 7476

Send comments or sign up to speak by emailing at planning@harrisburgnc.org

The number at Town Hall is 704-455-5614 if you have any questions prior to the meeting.

H2022-13-R 3087 Stallings Road Rezoning – Town Council Public Hearing

Date: Monday, December 12, 2022

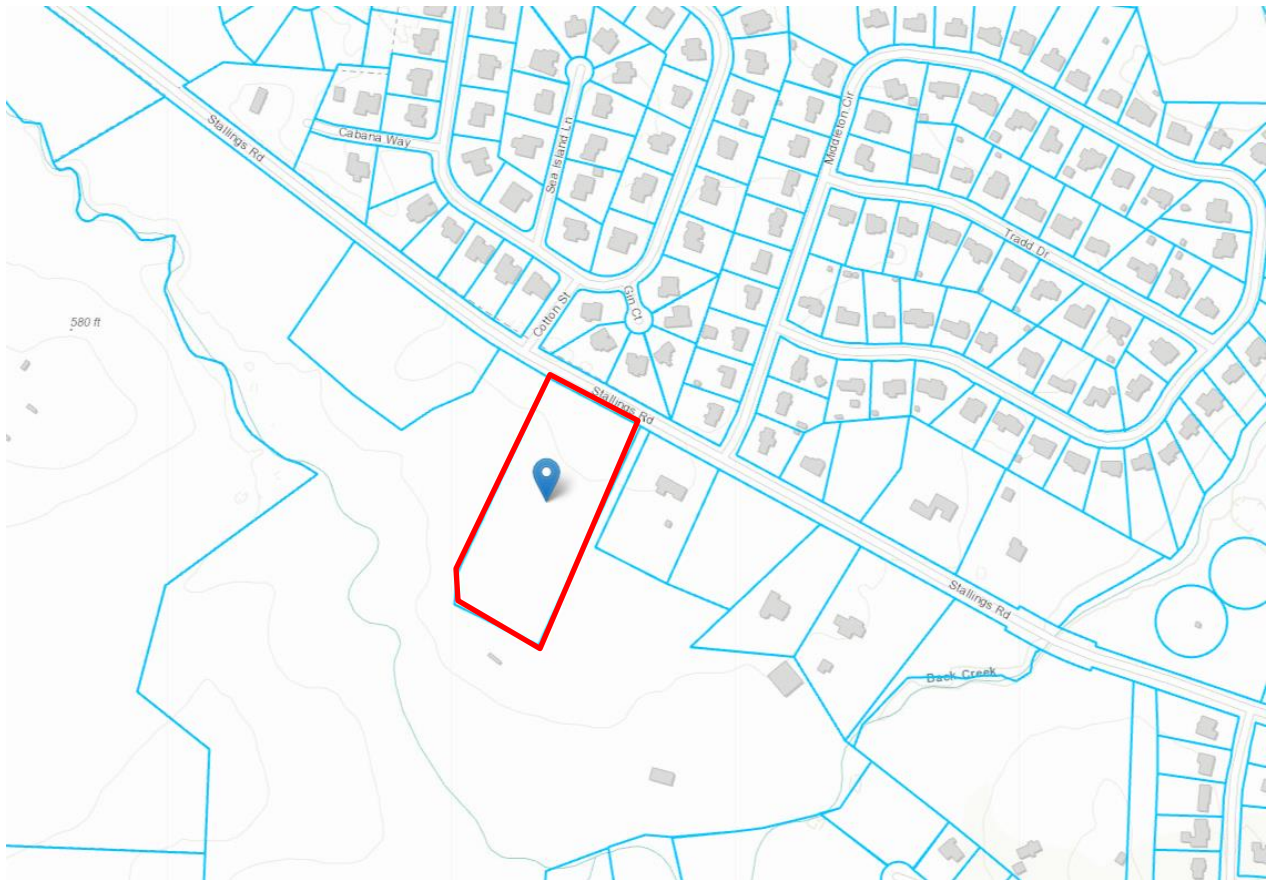
Time: 6:00 PM

Location: Harrisburg Town Hall
4100 Main Street
Harrisburg, NC 28075

Sincerely,

Craig Thomas
Senior Planner
Town of Harrisburg

Site Location Map (3087 Stallings Road)





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 2nd day of November 2022.




Janet Rackley, Clerk



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-58.1**

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on December 12, 2022.

THE PROPERTY OF:

OSCAR VELASQUEZ SORTO
(Deed Book 15258, Page 50) (PIN: 5517-41-4403; REAL ID: 01-017-0008.19)

Lying and being in the No. 1 Township of Cabarrus County, North Carolina, being the 5.00 Acres, shown as TRACT ONE in Map Book 88 Page 62; the same being described in Deed Book 15258, Page 50 as recorded among the Cabarrus County Register of Deeds; and being more particularly described as follows:

ANNEXATION AREA

Commencing from an IRON FOUND on the west side of Stallings Road (S.R. 1161); said IRON FOUND being the northwest corner of the property of William and Emily Pleasants (now or formerly) Deed Book 12000 Page 356 (PIN: 5517-41-7434; REAL ID: 01-017-0008.17) and being further described as having NC (NAD 83/2011) Ground Coordinates of N: 571,662.34, E: 1,514,714.63' and being situated North 81°50'25" West 8,700.90 feet (ground) from NCGS Monument "ROCKY"; thence running a tie line from said IRON FOUND South 60°43'16" East 29.94 feet to an IRON FOUND ON LINE, on the eastern line of the aforesaid TRACT ONE of Map Book 88 Page 62; said IRON FOUND ON LINE being further described as being the POINT OF BEGINNING (POB) of the property to be described herein; thence leaving the POINT OF BEGINNING (POB) and running along said eastern line

1. South 25°59'37" West 15.07 feet to a new IRON SET ON LINE; thence continuing along said line eastern line
2. South 25°59'37" West 678.70 feet to an existing IRON FOUND at the southeast corner of the aforesaid TRACT ONE; thence running along the southern line of said TRACT ONE
3. North 63°11'29" West 269.93 feet to an existing IRON FOUND at the southwest corner of the said TRACT ONE; thence running along the western lines of said TRACT ONE
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7. North 25°59'32" East along said line, a distance of 30.00 feet; thence to the Point of Beginning and containing 217,764 square feet or 5.00 acres of land, more or less.

The above described ANNEXATION AREA is the same property shown on the unrecorded survey performed by Medlin Surveying Company signed: Sept. 6, 2022, to which reference is hereby made.

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 #7026

**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 December 12th, 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:

THE PROPERTY OF:

OSCAR VELASQUEZ SORTO

(Deed Book 15258, Page 50) (PIN: 5517-41-4403; REAL ID: 01-017-0008.19)

Lying and being in the No. 1 Township of Cabarrus County, North Carolina, being the 5.00 Acres, shown as TRACT ONE in Map Book 88 Page 62; the same being described in Deed Book 15258, Page 50 as recorded among the Cabarrus County Register of Deeds; and being more particularly described as follows:

ANNEXATION AREA

Commencing from an IRON FOUND on the west side of Stallings Road (S.R. 1161); said IRON FOUND being the northwest corner of the property of William and Emily Pleasants (now or formerly) Deed Book 12000 Page 356 (PIN: 5517-41-7434; REAL ID: 01-017-0008.17) and being further described as having NC (NAD 83/2011) Ground Coordinates of N: 571,662.34, E: 1,514,714.63' and being situated North 81°50'25" West 8,700.90 feet (ground) from NCGS Monument "ROCKY"; thence running a tie line from said IRON FOUND South 60°43'16" East 29.94 feet to an IRON FOUND ON LINE, on the eastern line of the aforesaid TRACT ONE of Map Book 88 Page 62; said IRON FOUND ON LINE being further described as being the POINT OF BEGINNING (POB) of the property to be described herein; thence leaving the POINT OF BEGINNING (POB) and running along said eastern line

1. South 25°59'37" West 15.07 feet to a new IRON SET ON LINE; thence continuing along said line eastern line
2. South 25°59'37" West 678.70 feet to an existing IRON FOUND at the southeast corner of the aforesaid TRACT ONE; thence running along the southern line of said TRACT ONE
3. North 63°11'29" West 269.93 feet to an existing IRON FOUND at the southwest corner of the said TRACT ONE; thence running along the western lines of said TRACT ONE
4. North 06°56'48" East 92.20 feet to an existing IRON FOUND; thence
5. North 25°59'32" East passing a new IRON SET ON LINE at 604.93 feet, and an existing IRON FOUND ON LINE at 620.00 feet, a total of 650.00 feet to a COMPUTED POINT near the centerline of Stallings Road (S.R. 1161); said COMPUTED POINT being further described as being the northwest corner of the aforesaid TRACT ONE; thence running along the northern line of said TRACT ONE (within Stallings Road)
6. South 60°43'16" East 300.49 feet to a COMPUTED POINT near the centerline of

Stallings Road; said COMPUTED POINT being further described as being the northeast corner of said TRACT ONE; thence running along the eastern line of said TRACT ONE

7. North 25°59'32" East along said line, a distance of 30.00 feet; thence to the Point of Beginning and containing 217,764 square feet or 5.00 acres of land, more or less.

The above described ANNEXATION AREA is the same property shown on the unrecorded survey performed by Medlin Surveying Company signed: Sept. 6, 2022, to which reference is hereby made.

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

Section 2. Upon and after December 12th, 2022, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Harrisburg and shall be entitled to the same privileges and benefits as other parts of the Town of Harrisburg. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this 12th day of December, 2022

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of the Lucas Court Build-out Construction Contract

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved, motion to award the Lucas Court Buildout Construction Contract to J.T. Russell and Sons, Inc. in the amount of \$133,886.50

Description/Background:

The Town of Harrisburg has had multiple requests from the residents on Lucas Ct. to convert the private drive to a public roadway and improve the condition, dating back to 2007. Before Lucas Ct. is transferred into the Town's maintenance system, it will be paved. Please note that this will not bring Lucas Ct. up to Town standards with road width, curb, gutter and sidewalk. Currently, Lucas Ct. is in very poor condition and requires extensive work from the subgrade up to ensure it will not fail.

The Town of Harrisburg informally bid the project with local contractors who have performed quality work for the Town. The advertisement resulted in the receipt of three qualified bids. Town Staff reviewed the bids and selected J.T. Russell and Sons, Inc. as the lowest qualified bidder, for a contract total of \$133,886.50 which includes a 10% contingency added to the bid price of \$121,715.00.

J.T. Russell and Sons, Inc. has a demonstrated history of successful projects with the Town and they are often asked to provide quotes for paving and resurfacing projects.

Recommendation:

Staff recommends approval of the attached contract with J.T. Russell and Sons, Inc.

Fiscal Impact:

The Fiscal Impact for this project to the Town is \$133,886.50. \$200,000 of funding for this project has already been allocated as a part of the FY2023 budget, and the total contract price comes in \$66,113.50 less than the budgeted amount.

Future consideration by Town Council will be had to determine any tax assessments, if so desired.

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

Attachments:

1. JT Russell - Lucas Ct - Contract
2. Lucas Ct - Bid Tab

CONTRACT FOR LUCAS COURT BUILDOUT

This Contract is by and between Town of Harrisburg, NC (Owner) and
J.T. Russell and Sons, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. This project shall consist of reconstructing Lucas Ct to the Town's typical alley cross section. Town staff has already acquired the public right-of-way from the effected property owners. Reconstruction will include approximately 1,300 SY of subgrade preparation, 6" of aggregate base course, 2.5" of asphalt concrete intermediate course, and 1.5" of asphalt concrete surface course. Project also consists of excavating approximately 867 SY of the existing roadway to a depth of 6".

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. The Work will be substantially completed on or before March 31, 2023, and completed and ready for final payment on or before March 31, 2023.

3.02 Liquidated Damages

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

3.03 Delays in Contractor's Progress

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

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

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

Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price
1	Mobilization	1	LS	\$5,000.00	\$5,000.00
2	Traffic Control	1	LS	\$3,000.00	\$3,000.00
3	Erosion Control	1	LS	\$6,400.00	\$6,400.00
4	Grading	1	LS	\$25,000.00	\$25,000.00
5	Excavation of Existing Roadway (6" depth)	867	SY	\$10.00	\$8,670.00
6	Subgrade Preparation	1,300	SY	\$3.25	\$4,225.00
7	Aggregate Base Course (6" depth)	1,300	SY	\$20.30	\$26,390.00
8	Asphalt Concrete Intermediate Course (2.5" depth)	1,300	SY	\$19.10	\$24,830.00
9	Asphalt Concrete Surface Course (1.5" depth)	1,300	SY	\$14.00	\$18,200.00
Contract Price					\$121,715.00
10% Contingency					\$12,171.50
Total Bid Price					\$133,886.50

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. The total contract price will be an extension of the payment per unit price and shall not exceed **\$133,886.50**. The contractor may add or delete from the bid quantities.

ARTICLE 5 - INSURANCE

5.01 Insurance

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

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

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

6.07 Safety and Protection

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

6.08 Warranties and Guarantees

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

6.09 Correction Period

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

6.10 Indemnification

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

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

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

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

8.02 Change Orders

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

ARTICLE 9 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.01 Tests and Inspections

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

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

9.02 Defective Work

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

ARTICLE 10 - PAYMENTS TO CONTRACTOR

10.01 Applications for Payments:

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

10.02 Retainage

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

10.03 Review of Applications

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

10.04 Substantial Completion

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

10.05 Final Inspection

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

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

10.06 Final Payment

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

10.07 Waiver of Claims

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

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

11.01 Contractor Representations

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

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

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

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

OWNER: Town of Harrisburg, NC

CONTRACTOR: J.T. Russell and Sons, Inc.

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Attn: Mallory Hodgson

4100 Main Street, Suite 101

Harrisburg, NC 28075

License No.: _____
(where applicable)



Project Lucas Court Buildout

				J.T. Russell and Sons, Inc.		Carolina Siteworks, Inc.		Ram Pavement Services, Inc.	
Bid Item	Item Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,650.00	\$ 6,650.00	\$ 5,799.00	\$ 5,799.00
2	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00
3	Erosion Control	1	LS	\$ 6,400.00	\$ 6,400.00	\$ 3,750.00	\$ 3,750.00	\$ 6,620.00	\$ 6,620.00
4	Grading	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 27,400.00	\$ 27,400.00	\$ 16,448.00	\$ 16,448.00
5	Excavation of Existing Roadway - 6" Depth	867	SY	\$ 10.00	\$ 8,670.00	\$ 15.00	\$ 13,005.00	\$ 12.00	\$ 10,404.00
6	Subgrade Preparation	1,300	SY	\$ 3.25	\$ 4,225.00	\$ 3.25	\$ 4,225.00	\$ 10.75	\$ 13,975.00
7	6" Aggregate Base Course	1,300	SY	\$ 20.30	\$ 26,390.00	\$ 22.60	\$ 29,380.00	\$ 17.59	\$ 22,867.00
8	2.5" Asphalt Concrete Intermediate Course	1,300	SY	\$ 19.10	\$ 24,830.00	\$ 24.30	\$ 31,590.00	\$ 18.96	\$ 24,648.00
9	1.5" Asphalt Concrete Surface Course	1,300	SY	\$ 14.00	\$ 18,200.00	\$ 16.30	\$ 21,190.00	\$ 12.70	\$ 16,510.00
Contract Price					\$ 121,715.00		\$ 139,690.00		\$ 121,771.00
10% Contingency					\$ 12,171.50		\$ 13,969.00		\$ 12,177.10
Total Contract Price					\$ 133,886.50		\$ 153,659.00		\$ 133,948.10



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of the Blume Greenway Project Construction Contract

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved, motion to award the Blume Greenway Project Construction Contract to Ram Pavement Services, Inc. in the amount of \$94,854.54

Description/Background:

In an effort to move forward the Greenway construction efforts of the Town, The Town of Harrisburg partnered with M/I Homes, the developer of the Blume subdivision, to construct a segment of Greenway that runs parallel to a portion of Reedy Creek. The developer will be responsible for grading and subgrade prep as well as contributing \$25,000 to the trail paving. The Town of Harrisburg will be responsible for the trail paving and final furnishings.

The Town of Harrisburg informally bid the project with local contractors who have performed work for the Town. The advertisement resulted in receipt of three qualified bids. Staff reviewed the bids and selected Ram Pavement Services, Inc. as the lowest qualified bidder, for a contract total of \$94,854.54 which includes a 10% contingency added to the bid price of \$86,231.40

Ram Pavement Services, Inc. has a demonstrated history of successful projects with the Town and they are often asked to provide quotes for paving and resurfacing projects.

Recommendation:

Staff recommends approval of the attached contract with Ram Pavement Services, Inc.

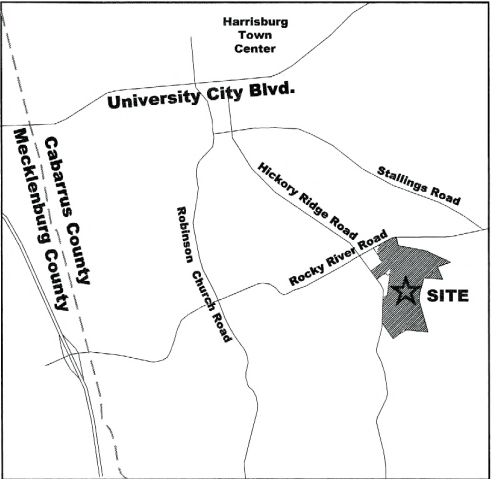
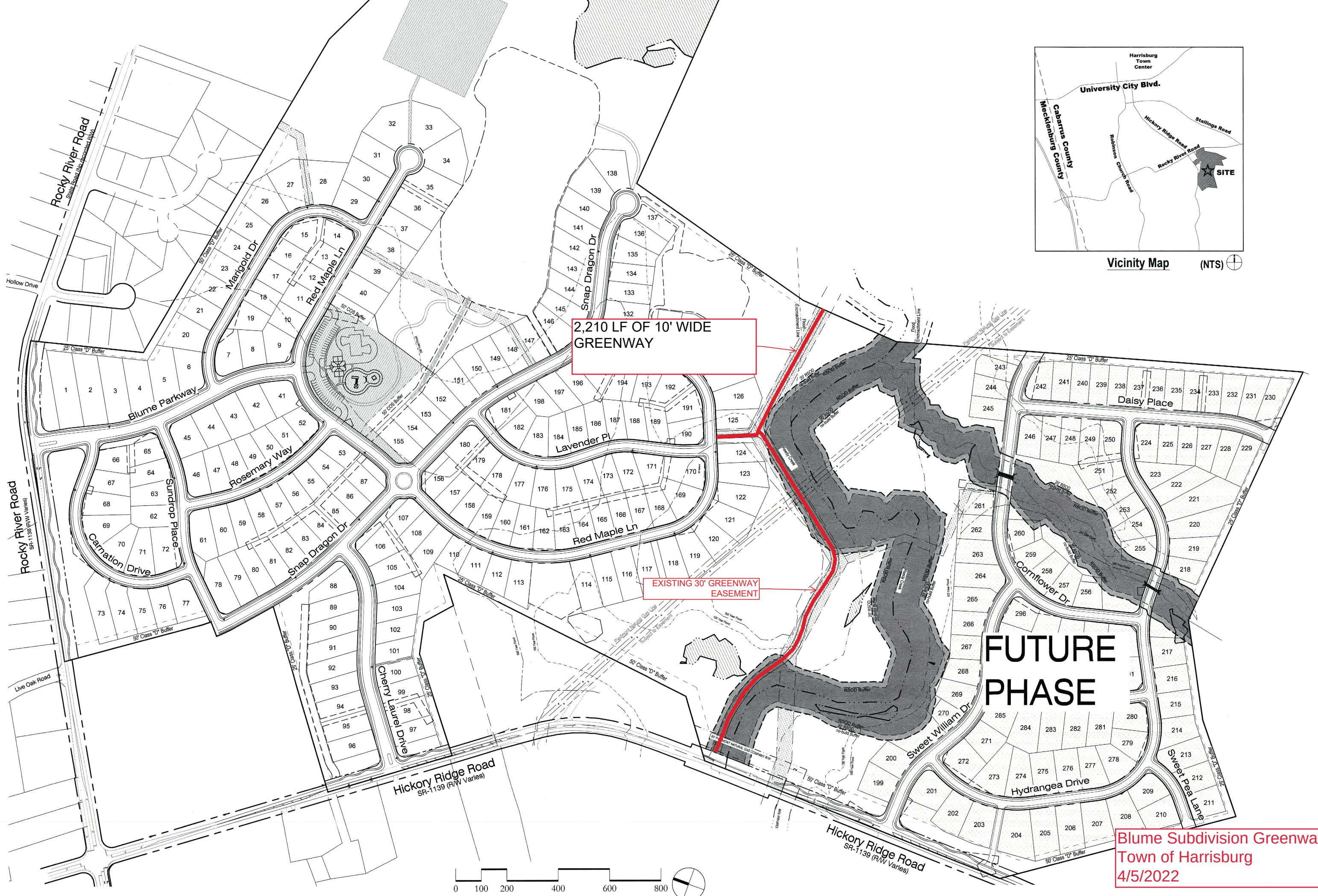
Fiscal Impact:

The Fiscal Impact for this project to the Town is \$94,854.54. A portion of this, or \$25,000, is offset by the contribution from M/I Homes. The remainder of the funding for this project will be provided by the existing FY2023 Greenway Construction Capital budget of \$250,000. Approximately \$180,000 of current-year funding will remain in the Greenway Construction capital budget for the remainder of the fiscal year. No budget adjustment is necessary.

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

Attachments:

1. Blume Greenway - Overall Map
2. Ram - Blume Greenway - Contract
3. Blume Greenway - Bid Tab



Vicinity Map (NTS)

General Notes:

Blume Subdivision Greenway
Town of Harrisburg
4/5/2022

CONTRACT FOR BLUME GREENWAY CONSTRUCTION

This Contract is by and between Town of Harrisburg, NC (Owner) and
Ram Pavement Services, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. This project shall consist of constructing approximately 2,210 LF of greenway in the Blume Subdivision. The subdivision developer is responsible for clearing and grading down to subgrade for this project as well as compacting the subgrade to Town standards. Project construction will include approximately 2,700 SY of 8" aggregate base course and approximately 2,460 SY of 1.5" S9.5C asphalt concrete surface course.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. The Work will be substantially completed within 14 days following the completion of subgrade preparation by the developer, and completed and ready for final payment on or before April 28, 2023.

3.02 Liquidated Damages

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

3.03 Delays in Contractor's Progress

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

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

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

Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price
1	Aggregate Base Course (8" depth)	2,700	SY	\$21.05	\$56,835.00
2	S9.5C Asphalt Concrete Surface Course (1.5" depth)	2,460	SY	\$11.29	\$27,773.40
Miscellaneous Items					
	Density Testing	1	LS	\$1,125.00	\$1,125.00
	Fuel Surcharge for Large Trucks/Equipment	1	LS	\$498.00	\$498.00
Contract Price					\$86,231.40
10% Contingency					\$8,623.14
Total Bid Price					\$94,854.54

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. The total contract price will be an extension of the payment per unit price and shall not exceed **\$94,854.54**. The contractor may add or delete from the bid quantities.

ARTICLE 5 - INSURANCE

5.01 Insurance

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

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

6.02 Other Work at the Site

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

6.03 Services, Materials, and Equipment

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

6.04 Subcontractors and Suppliers

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

6.05 Licenses, Fees and Permits

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

6.06 Laws and Regulations; Taxes

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

6.07 Safety and Protection

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

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

6.08 Warranties and Guarantees

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

6.09 Correction Period

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

6.10 Indemnification

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

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

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

8.02 Change Orders

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

ARTICLE 9 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.01 Tests and Inspections

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

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

9.02 Defective Work

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

ARTICLE 10 - PAYMENTS TO CONTRACTOR

10.01 Applications for Payments:

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

10.02 Retainage

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

10.03 Review of Applications

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

10.04 Substantial Completion

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

10.05 Final Inspection

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

10.06 Final Payment

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

10.07 Waiver of Claims

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

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

11.01 Contractor Representations

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

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

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

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

OWNER: Town of Harrisburg, NC

CONTRACTOR: Ram Pavement Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Attn: Mallory Hodgson

4100 Main Street, Suite 101

Harrisburg, NC 28075

License No.: _____

(where applicable)



Project Blume Greenway Construction

				J.T. Russell and Sons, Inc.		Carolina Curb & Gutter		Ram Pavement Services, Inc.	
Bid Item	Item Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Aggregate Base Course - 8" Depth	2,700	SY	\$ 42.00	\$ 113,400.00	\$ 23.00	\$ 62,100.00	\$ 21.05	\$ 56,835.00
2	Asphalt Concrete Surface Course S9.5C - 1.5" Depth	2,460	SY	\$ 22.00	\$ 54,120.00	\$ 13.30	\$ 32,718.00	\$ 11.29	\$ 27,773.40
Miscellaneous Items									
	Density Testing	1	LS	\$ -	\$ -	\$ -	\$ -	\$ 1,125.00	\$ 1,125.00
	Fuel Surcharge for Large Trucks/Equipment	1	LS	\$ -	\$ -	\$ -	\$ -	\$ 498.00	\$ 498.00
Contract Price					\$ 167,520.00		\$ 94,818.00		\$ 86,231.40
10% Contingency					\$ 16,752.00		\$ 9,481.80		\$ 8,623.14
Total Contract Price					\$ 184,272.00		\$ 104,299.80		\$ 94,854.54



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Appointments to Cabarrus MPO Transportation Advisory Committee (TAC) and Technical Coordinating Committee (TCC), and to the Centralina Regional Council.

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to appoint (insert names) as representative/alternate on the TAC, (insert names) as representative/alternate on the TCC, and (insert names) as delegate/alternate on the Centralina Regional Council for 2023.

Description/Background:

Each year we are required to appoint representatives to the Transportation Advisory Committee (TAC) and Technical Coordinating Committee (TCC) of the Cabarrus Rowan Metropolitan Planning Organization for the upcoming year. We also have to appoint delegates to the Centralina Regional Council at the same time. Currently, Councilmember Ron Smith serves on the TAC, with Councilmember Staton-Williams as the alternate. Mallory Hodgson serves on the TCC with Rob Donham as the alternate.

Mayor Teague is currently serving on the Centralina Regional Council, with Councilmember Patrick as the alternate. The deadline for notifying these organizations of our appointments is January 6, 2023.

Recommendation:

None

Fiscal Impact:

None

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Changes to Parks and Recreation Advisory Board By-Laws

Presenting Personnel:

Jim Spina, Parks and Recreation Director

Suggested Motion or Action:

Motion to approve recommended changes to the Parks and Recreation Advisory Board By-Laws as follows:

Article VI: Meetings, Section 3: Change January to February

Article IX: New Appointments, Vacancy and Removal, Section 1: Change 60 days to 30 days

Description/Background:

The Parks and Recreation Advisory Board met at their regularly scheduled meeting on Monday, November 21, 2022. The board makes a formal recommendation to adopt the following changes to the by-laws:

1) Article VI - Meetings:

Section 3: The By-Laws currently read "An organizational meeting shall be held during the month of **January** for the purpose of organizing the Board for the coming year and for the purpose of electing officers and establishing a re-appointed Council Liaison(s)."

The board would like to make the following change: "An organizational meeting shall be held during the month of **February** for the purpose of organizing the Board for the coming year and for the purpose of electing officers and establishing a re-appointed Liaison(s)."

This would align with the rest of the by-laws which say that appointments of the board shall take place in January, which would allow for the election of officers to take place at the February meeting.

2) Article IX: New Appointments, Vacancy and Removal:

Section 1: The By-Laws currently read: "Appointments of the Board occur annually and are made in January by Town Council. Applications to the Board will be posted for **60** days prior to the annual January appointment."

The board would like to make the following change: "Appointments of the Board occur annually and are made in January by Town Council . Applications to the Board will be posted for **30** days prior to the annual January appointment."

Advertising vacancies for 30 days would align with the by-laws of other Town boards. The current vacancies on the board are being advertised for 60 days to reflect the current by-laws.

The motion for both changes was made by Mike Thevenin and seconded by Tim Morris. The motion passed unanimously.

Recommendation:

Staff recommends approving both of these changes to the By-Laws of the Parks and Recreation Advisory Board.

Fiscal Impact:

None.

Attachments:

1. Parks and Recreation Bylaws Revised- updated 12.5.2022



By-Laws and Rules of Procedure
Harrisburg Parks and Recreation Advisory Board

ARTICLE I - NAME

Pursuant to the Harrisburg Town Council action on February 12, 2007 the name of this body shall be "Parks and Recreation Advisory Board".

ARTICLE II - CREATION

The Town of Harrisburg Parks and Recreation Advisory Board (hereinafter referred to as "Board" or "the Board") is created by the action of the Town of Harrisburg Council pursuant to Chapter 160A, Article 18, of the General Statutes of the State of North Carolina.

ARTICLE III - PURPOSE AND OBJECTIVES

Section 1. Parks and Recreation Department Mission Statement:

"Dedicated to Making a Great Community"

We are committed to providing safe and inviting parks and facilities, meeting current and future community needs through meaningful and diverse recreational programs, cultural activities and services.

Our staff is responsive, positive and ethical in their dedication to delivering:

- a. **Personal Benefits** that develop personal growth, strengthen individual self-esteem, enhance quality of life and offer something for everyone.
- b. **Social Benefits** that strengthen and bond families and unite and connect people within our evolving diverse community while promoting health lifestyles.
- c. **Economic Benefits** and Opportunities that welcome new business, relocation of business and expansion of business which leads to a more productive work force and increased tourism opportunities.
- d. **Environmental Benefits** that protect and preserve our historical and cultural heritages and protect and preserve lands and open space while maintaining the natural beauties of Harrisburg.

With this in mind, the purpose of the Harrisburg Parks and Recreation Advisory Board is to help staff establish, improve, develop, administer, operate and maintain a public parks and recreation system which provides participation opportunities for all Harrisburg citizens. This philosophy will be pursued in a professional manner and quality, always mindful of the public trust that this Advisory Board has been given. It is the purpose of this Advisory Board to:

- a. Plan for the present and future recreational needs for Harrisburg residents.
- b. Cooperate and coordinate with other human service agencies and private enterprise to provide for recreational needs in programming and facility use.
- c. Develop and seek funding for indoor and outdoor recreation facilities on the community, countywide and regional levels.
- d. Promote a wide range of programs that will contribute to the meaningful use of leisure time.
- e. Provide leadership designed to show how the use of recreation can be a major force in the enrichment of personality, creativity and physical vitality.
- f. Administer to the special developmental needs of children through summer playground programs, sports leagues and instructional programs.
- g. Support Parks and Recreation staff through volunteerism, recruitment of volunteers and other means as appropriate to ensure the positive success of events and programs.

Section 2. The Board shall assist staff in suggestion of policies to Town Council and, through methods described in these Bylaws, to the Parks and Recreation Director or Town Manager. Policies suggested will be provided within the Board's powers and responsibilities as provided for in the Town Council Resolution creating the Board and/or other provisions of the laws of the United States of America, the Statutes of the State of North Carolina, Cabarrus County Ordinances and any other legally authorized governing bodies. This requirement includes North Carolina's Open Meetings Law, which stipulates all meetings must be open to the public as well as scheduled and attended at a predetermined time and place as announced to the public, with complete minutes of all meetings on file in Town Hall and available for public viewing. The Board shall serve as the liaison between the citizens of the community and the Town Employees/Town Council.

Section 3. The Board shall consult with the Parks and Recreation Director regarding maintenance, programs and operations of all Parks and Recreation facilities and offerings. He / she may request advice on any matter related to Department policies. By reference, the Parks and Recreation Board Policy Statement is incorporated into these Bylaws. The consulting should be in matters affecting recreation policies, programs, staffing, finances, maintenance, the acquisition and disposal of lands and properties related to the total community recreation program and to its long-range, projected program for recreation.

- Section 4. The Board shall assume duties for the recommendation of the following recreation purposes:
- a. Recommend for use as parks, playground, recreation facilities, water areas or other recreations and structure(s), any lands or buildings owned by or leased to the Town of Harrisburg, for approval by the Council, and may suggest improvements of such lands and for the construction and for the equipping and staffing of such buildings and structures as may be necessary to the recreation program within the funds appropriated.
 - b. Advise in the acceptance of any gift, grant, bequest or donation, any personal or real property offered or made available for recreation purposes and which is judged to be of present or possible future use for recreation; any donation to the Town of Harrisburg should be reviewed by the Board for acceptability given the content of these Bylaws and the Parks and Recreation Policy Statement.
- Section 5. The primary purpose of the Board is to strive toward the accomplishment of the purposes herein stated and others as outlined in the Resolution creating the Board and the Town Council Resolution dated October 8, 2001, revising the responsibilities of the Board.
- Section 6. The Board shall serve:
- a. To advise the Town Council, Parks and Recreation Director and Town Manager regarding Parks and Recreation matters
 - b. To inform business and community leaders and the general population about the Board and its functions
 - c. To assist the Parks and Recreation Director in financial planning, identifying resources, and assisting in securing funds from the corporate and private sectors
 - d. To work with the Parks and Recreation staff in planning and developing programs that will fill the recreation needs of Harrisburg.
 - e. To act as a liaison between the Parks and Recreation Department and Town Council
 - f. To review the Board's Bylaws with staff on an annual basis recommending any changes to Town Council for final approval.
 - g. To assist the Parks and Recreation Department in planning events and facility usage
 - h. To provide relationship management of groups, youth leagues and other organizations interested in using the Parks facilities when requested by the Parks and Recreation department.
 - i. To volunteer on an as needed basis with recreational activities.

ARTICLE IV - MEMBERSHIP OF THE BOARD

- Section 1. The Town Council shall appoint each member of the Board as hereinafter set forth. Members of the Board shall be broadly representative of all areas in and around the Town with an interest in and a willingness to be supportive of the goals of the Board and the Parks and Recreation Department in all forms. The Parks and Recreation Advisory Board shall be composed of seven (7) area residents with no less than five (5) of these members to be residents of the Town of Harrisburg and two (2) who may reside in the Town's extraterritorial jurisdiction (ETJ). Two (2) additional ex-officio, non-voting members shall be on the Board, one (1) from the Parks and Recreation Department (either the Parks and Recreation Director and/or his/her designee) and one (1) from Town Council, appointed by

Council. At the discretion of the Mayor and Council, up to three (3) Council Members may attend a meeting. Council Liaisons will follow a two (2) year rotation, coinciding with the election cycle.

- Section 2. Board members shall have two (2) year staggered terms. Terms will begin when members are appointed to the Board. Council Liaisons will have two (2) year rotations, coinciding with election cycles. Reappointments take place in the January subsequent to the election.
- Section 3. Board members may serve four (4) consecutive two (2) year terms, (eight (8) years total), and then may be reappointed after an absence of one (1) year. Two members serving the initial one (1) year terms may serve three (3) consecutive terms, (seven (7) years total), and then may be reappointed after an absence of one (1) year.
- Section 4. Members shall be reimbursed for travel and subsistence to professional recreation meetings, conferences and workshops, with such reimbursement being made in compliance with the general policies of the Board.

ARTICLE V - APPOINTMENT OF THE BOARD

- Section 1. Any resident of the Town of Harrisburg, including residents in the Town's extraterritorial jurisdiction, is eligible for appointment to the Board.
- Section 2. The Harrisburg Town Council shall appoint all members of the Board from the list of nominees submitted by nominations from the members of the Board or from individually nominating members.
- Section 3. Appointment of Board members shall take place at the regular meeting of the Town Council one month prior to the organizational meeting (Article VI, Section 3) of the Board or at such times as the Town Council may desire.
- Section 4. Subsequent members shall be appointed for a two (2) year term. Members may be replaced with or without cause and serve at the pleasure of the Town Council.
- Section 5. Any member may resign from the Board by submitting a written resignation to the Chair of the Board for transmittal to the Town Council. In the case of the Chair, the resignation should be presented to Town Council.
- Section 6. The Harrisburg Town Council may appoint a replacement Board member to fill any uncompleted term or any vacancy created from the list of nominees submitted from the members of the Board or from individually nominating members.
- Section 7. No member shall be related to any Town employee. No member, directly or indirectly, individually or through any entity, shall contract with or provide Parks and Recreation services for compensation, or, benefit through any activity which is a conflict of interest due to serving on the Board.

ARTICLE VI - MEETINGS

- Section 1. Special meetings of the Board as needed shall be determined by the Harrisburg Parks and Recreation Director. Regular meetings of the Board will be held monthly on the 3rd Monday of the month, excluding the month of December. Such meetings shall be advertised and conducted in accordance with the State of North Carolina's Open Meetings Law.
- Section 2. The Harrisburg Parks and Recreation Director will create the suggested agenda with input from the Harrisburg Parks and Recreation Board members and Chair. The agenda shall include the time, date and location of the meeting and the following:
- a. Invocation
 - b. Pledge of Allegiance
 - c. Roll Call
 - d. Agenda Review/Adjustments
 - e. Minutes/Approval of Minutes from previous meeting
 - f. Public Comment
 - g. Old Business
 - h. New Business
 - i. Town Council Liaison Report/Update
 - j. Parks and Recreation Staff Liaison Report/Update
 - k. Committee Comments
 - l. Adjournment
- Section 3. An organizational meeting shall be held during the month of ~~January~~ February for the purpose of organizing the Board for the coming year and for the purpose of electing officers and establishing reappointed Council Liaison(s).
- Section 4. Except as otherwise provided in these Bylaws, Roberts Rules of Order, Newly Revised, shall be used as a guide to the conduct of the meetings of the Board provided however, that the failure of the Board to conform to the Rules of Order shall not be deemed to invalidate the action taken.
- Section 5. A quorum of the Board, which is four (4) voting members, must be in attendance before any official action can take place. If there is no quorum at the opening of the meeting it may be adjourned by a majority of the members present.
- Section 6. All meetings of the Board shall be open to the public, and notices to the media and the public shall be given in accordance with the Open Meetings Law of the State of North Carolina.
- Section 7. It is the duty of each member to vote, unless excused by a majority vote of the Board as in the instance of conflict of interest or other legitimate reason. A member wishing to be excused from voting shall so inform the Chair who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as having voted in the affirmative. This section in no way mitigates the quorum requirement for any official action.

- Section 8. Attendance is mandatory and each member should make every effort to attend all meetings. In the event a member is unable to attend, prior notice should be provided to the Director of Parks and Recreation and to the Board Chair. Unexcused absences will be counted as part of the three (3) allotted absences per year. Members should attend meetings and be active and engaged. In addition to attending regularly scheduled meetings, members are required to volunteer with Parks and Recreation events or programs a minimum of ten (10) hours annually.

ARTICLE VII - OFFICERS

- Section 1. Officers of the Board shall consist of a Chair, Vice-Chair and a Secretary.
- Section 2. The officers shall be elected at the February meeting. At that time the Board shall elect a candidate for each of the 3 positions. For each position, the person receiving the highest number of votes shall be declared elected. In the event of a tie, for whatever reason, the Town Council shall select the individuals(s) for the officer position(s).
- Section 3. Officers shall serve for a term of one (1) year beginning at the close of the meeting at which they were elected.
- Section 4. The Chair shall fill an officer vacancy, or, if the Chair is vacant, the Vice-Chair will fill the vacancy for a time period not to exceed the original term of office.
- Section 5. The Chair shall preside over all meetings of the Board and shall sign all official papers or documents relative to action taken by the Board as well as oversee the officer selection process and any other functional internal activities of the Board.
- Section 6. The Vice-Chair shall assume all duties of the Chair in the absence of the Chair.
- Section 7. The Secretary of the Board shall keep the official records of all meetings and shall notify members of their appointments and conduct such correspondence as the Board designates.

ARTICLE VIII - COMMITTEES

- Section 1. Standing Committee members may be appointed by the Chair at the regular meeting following the organizational meeting each year and at other times as necessary.
- Section 2. Special Committee members may be appointed by the Chair any time deemed necessary and desirable during any regular or special meeting of the Board. Any Special Committee so established shall continue to exist until the duties for which it was created are completed or until dissolved by the Board.
- Section 3. In the absence of formal committees, the following functions are the responsibility of the Board:
- a. Selection of business items to go before the Board may be suggested by any member.

- b. Board members are encouraged to nominate candidates for Board positions, especially to recruit a replacement when a Board member steps down before the end of a current term.
- c. Planning should be developed and documented to anticipate the future needs of the Parks and any related activities.
- d. Parks programs should also be reviewed to consider implementation of Parks policies and procedures, scheduling of large or recurring events and to make recommendations regarding programs and any related matters.

ARTICLE IX – NEW APPOINTMENTS, VACANCY AND REMOVAL

- Section 1. Appointments of the Board occur annually and are made in January by Town Council. Applications to the Board will be posted ~~60~~ thirty (30) days prior to the annual January appointment proceedings. Incumbent members who wish to serve additional terms must complete an application as well. An interview panel shall be made in the form of a sub-committee appointed by the Chair and shall consist of three (3) members who are not up for re-appointment. The sub-committee shall make determinations before making recommendations to the entire Parks and Recreation Board. The Parks and Recreation Board shall submit its notification and recommendations to the Town Council for final appointment.
- Section 2. In the event a vacancy occurs in the membership of the Board, the remaining Board members shall review, interview, and consider possible candidates to fill the vacancy in keeping with the appointment policy of the Board and Town Council.
- Section 3. The Board may formally recommend to the Town Council that a Board member be removed for either of the reasons that follow. The Board member may request to be heard in a session at which a quorum is present concerning the reasons. Minutes of the hearing and any related meeting must be forwarded to the Town Council.
- a. Upon the third absence from regular meetings that occurs without prior notification to the Chair.
 - b. Acts which are, in the opinion of the Board, detrimental or a disservice to the best interests of the Board, the Community or Town facilities.

ARTICLE XI – ETHICS AND BEHAVIOR

- a. All members are duty bound to:
 - i. Uphold the by-laws of the Board, Ordinances and Policies of the Town of Harrisburg
 - ii. Fully comply with all applicable local, state, federal statutes regarding disclosure of assets, open meeting practices, and other ethics-based requirements.
 - iii. Act in good faith and conscience using professional expertise, personal experience and common sense based upon the best available information, observation, and testimony and within established legal limits and authority.
- b. Ex-parte communications are discouraged and if such communications occur, the communication must be disclosed by the Board member(s).

- c. Sidebar, banter and other relative types of conversations between individuals are deemed disruptive and should be avoided. All communication should include all members and be consistent with these bylaws and meeting agendas.
- d. All members shall act respectful of and be courteous to all other members and guests, following the Golden Rule; treat others the same as you would like to be treated.
- e. All members shall refrain from using any personal electronic devices during any public meeting of the Board, except those devices utilized for the express purpose of being used during such public meetings.

ARTICLE X - MISCELLANEOUS

- Section 1. All versions of and amendments to these By-laws must be kept and dated with signatures of the Chair and Secretary as part of the official Board record. These Bylaws may be amended or repealed by an act of the Board and the approval of Town Council providing that:
- a. A majority vote of four (4) Board members at the duly constituted meeting approves the amendment.
 - b. All versions of and amendments to the Bylaws must be kept and dated with signatures as part of the official Board record.

Chair: _____ Date: _____

Secretary: _____ Date: _____

2023

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
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29	30	31				

February						
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April						
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May						
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June						
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July						
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December						
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31						

Notes:
TOWN COUNCIL
2 nd Monday, 6:00 pm
PLANNING & ZONING
ADVISORY BOARD
3 rd Tuesday, 6:00 pm
FIRE DEPARTMENT
ADVISORY BOARD
3 rd Thursday, 6:00 pm
@ Fire Admin Building
NEIGHBORHOOD MTGS.
3 rd Thursday, 6:00 pm
@ Town Hall
PARKS & RECREATION
ADVISORY BOARD
3 rd Monday, 6:00 pm
SUSTAINABILITY
ADVISORY BOARD
2 nd Wednesday, 6:30 pm
YOUTH COUNCIL
4 th Tuesday, 6:00 pm
PLEASE NOTE
Some regular meetings
may be moved if they
Conflict with holidays