



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

**March 13, 2023
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
305.224.1968

- B. AGENDA ADOPTION

- C. INVOCATION

- D. PLEDGE OF ALLEGIANCE

- E. SPECIAL PRESENTATIONS

1. Cabarrus County Sheriff's Department - Retiring Chief James Bailey and new Chief Tess Burchett
2. 50th Anniversary Branding Partnerships
3. Presentation of Sidewalk Grant for Stallings/Hickory Ridge Sidewalk Extension Project.

- 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 January 25, 2023, Town Council Budget Workshop
- B. Consider the minutes of the February 7, 2023, Town Council Budget Workshop
- C. Consider the minutes of the February 13, 2023, Town Council Meeting

- D. Consideration of Contract, FY2023 Budget Ordinance Amendment, and ARPA Grant Ordinance Amendment for the Town of Harrisburg's 50th Anniversary Celebration
- E. Call for Public Hearing to consider annexation of property to be rezoned at 9771 Robinson Church Road H-2022-18-R
- F. Consideration of the Hillcrest Dr and Willow Ln Stormwater Improvements Contract
- G. Consideration of Acceptance of Asphalt and Storm Drainage Systems in Phase 1&2 of the Grantham Subdivision
- H. Consideration of Acceptance of Asphalt and Storm Drainage Systems in the Caldwell Townhomes Subdivision

3. COMMUNICATIONS

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

4. PUBLIC HEARINGS

- A. H-2023-01-TA: Consider UDO text amendment to add a separation requirement for Tobacco Stores, Vapor Shops, and the sale of CBD and Hemp Based Products from each other and certain other uses, to add a definition for "CBD and Hemp Based Products" and include it on the list of Permitted Uses allowed by special use permit.

5. OLD BUSINESS

6. NEW BUSINESS

- A. Consideration of FY2023 Budget Ordinance Amendment for Spring Youth Athletics

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 January 25, 2023, Town Council Budget Workshop

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the January 25, 2023, Town Council Budget Workshop.

Description/Background:

Attached are the minutes of the January 25, 2003 Town Council Budget Workshop.

Recommendation:

Staff recommends approval.

Fiscal Impact:

None

Attachments:

1. January 25, 2023 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
WEDNESDAY, January 25, 2023
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; Councilmembers Ian Patrick, Rodney Dellinger, Altyn Cotell, Michael Thevenin

ABSENT: Mayor Pro-Tem Maurice Price Jr., Councilmembers Rick Russo, Ron Smith

1A.

ZOOM NOTIFICATION

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

2A.

NEW BUSINESS

Council Discussion of Town Budget Priorities for FY2024.

Town Manager Rob Donham presented information about this year's budget process. Tonight there will be discussion concerning budget themes, Youth Council, UDO Changes, Assistant Planning Director, and boards and commissions.

FY2024 Budget Themes

Streamlining Accounts

- Travel and Training
- Shipping and Postage

Combining these simplifies the coding/tracking of related expenses. Town-wide HR and Fire training accounts will remain separate.

General Increases across all departments

- Workers Compensation – expect this to increase approximately 11% this year.
- Insurance and Bonding – Property and Liability insurance expected to increase approximately 12% this year. New requirement this year for Finance Officers to have \$1,000,000 bonding, and that will be a new expense.
- Health Insurance
- Fuel Costs

Youth Council

Currently handled through Communications Department

Future Options:

- Move under Council's budget as a function of Town Council
- Pay someone from outside of Town a form of stipend to direct the Youth Council

Management suggestion is to hire a Youth Council advisor from outside of Town staff, and define jurisdictions, mission statement, application process, decide on number of students allowed each year, capstone projects, etc. Would be a good opportunity for a local teacher to be that advisor, and we would pay them a monthly stipend to manage it. Also would like to create a budget for the Youth Council, maybe \$3,000 - \$5,000 per year to help pay for projects, trips, etc. Council would also like them to present updates at a regular Council meeting at least quarterly. Council would like a say in who is hired as that advisor.

Cabarrus County has had a Youth Council since 2001, so it might be a good idea to have the leader of that group to come and give us some information on how they work theirs, or at least take a look at Cabarrus County's program and study it a bit more before making any decision on this.

UDO Changes

Currently have \$20,000 in FY 2023 budget for UDO updates. Planning Department will meet with consultant to address updates such as various editorial changes and link fixes. Examples of some others that need to be addressed:

- Location of tobacco/vape/CBD shops
- Trip counts with TIAs
- Connector streets
- Fees in lieu of
- Heritage tree preservation
- Setbacks
- Subdivision density clarifications

Need direction from Council on what level of involvement they would like to have and what that process would look like. Suggestion from Council is that a select small group of Councilmembers work together with the Planning Director to discuss, then they would recommend changes to the whole Council, and hold a public hearing before making the changes. Also want to have a meeting to allow for public input.

Also need to look to see if there is a desire to add additional funding for other changes we haven't talked about tonight, and we can think about that as we move forward.

Assistant Planning Director

We need to have our Planning Director focus on long-term planning and economic development. The current department is spread very thin so an Assistant Planning Director could provide operational coverage for the department so the Planning Director could focus on things like the UDO, Economic Development Strategic Plan, Comprehensive Plan, ETJ limit expansion, etc. Will be a staff request in the new budget, but we would like to get this one started earlier as it is such a strong need. Feedback from the Councilmembers present tonight was favorable to move forward now.

Boards and Commissions

- Need to evaluate each board/commission to determine need and viability, terms and term limits, number of members.
- Create a consistent template for each board/commission of makeup and administrative policies

3.

ADJOURNMENT:

There being no further business, the meeting was adjourned by consensus.

ATTEST:

Jennifer Teague, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the February 7, 2023, Town Council Budget Workshop

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the February 7, 2023 Town Council Budget Workshop.

Description/Background:

Attached are the minutes of the February 7, 2023 Town Council Budget Workshop.

Recommendation:

Staff recommends approval.

Fiscal Impact:

None

Attachments:

1. February 7, 2023

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
TUESDAY, February 7, 2023
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, Michael Thevenin, Ron Smith

ABSENT: Councilmembers 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.

2A.

NEW BUSINESS

Council Discussion of Town Budget Priorities for FY2024.

Retreat Finalization

Proposed Vision Statement:

Harrisburg will be a distinctive, family-focused community where memories are made.

Mission Statement – two options identified at the retreat:

Option 1: Together, we enhance our quality of life by collaborating, planning, and investing to create our community of choice.

Option 2: Together, we enhance and maintain our resources and quality of life by collaborating, planning, and investing to create a community of choice.

Following some discussion, consensus of Council is to go with Option 1.

Top Values identified from the Retreat:

- Excellence (Commitment and Service)
- Empathy/Compassion
- Community and Relationships
- Collaboration
- Honesty and Trust
- Accountability

Discussion about Excellence (Commitment and Service) – amended to Commitment only

Discussion about Empathy/Compassion – amended to Compassion only

Goal Statements from the Retreat:

- The Town of Harrisburg maintains a strong financial position
- The Town of Harrisburg promotes and supports a dynamic and robust local economy
- The Town of Harrisburg provides safe, clean, well-maintained and dependable infrastructure
- The Town of Harrisburg communicates its goal, successes, and challenges to the community and serves as a leader and a champion for the community

- The Town of Harrisburg will actively and responsibly plan for the future with compassion and respect for our heritage

Amendments to these goal statements:

- Add “and responsive” after the word robust in statement two
- Remove the word clean from statement three
- Staff to review potential amendment to the word infrastructure in statement three
- Remove “serves as a leader” from statement four
- Add “and resources” to the end of statement five

ARPA Opportunities identified from the Retreat:

- Town’s 50th Anniversary Celebration
- YMCA construction
- Library/Senior Center
- New parks or park land banking
- Water/Sewer projects already on CIP or that would expand the system, such as Morehead West
- Turfing field(s) at Harrisburg Park or other park additions

After the 50th Anniversary Celebration and the YMCA construction, we will have approximately \$700,000 left. The deadline for committing to where to spend these funds is December 31, 2024.

Discussion about the different possibilities, including much about parks, greenways, and turfing fields. Staff to rank the potential projects according to their impact on the community and bring back to Council for consideration.

Benefits Discussion

Presentation of a variety of expanded benefit options for employees as well as cost estimates. These proposed new and enhanced benefit options will be detailed and refined and brought back to Council to consider later in the budget process.

Town Center

Future Direction

- Organic Growth – we just leave it as is and let it grow as it has in the past.
- Self Determination – Town would buy all the empty parcels. Would be very expensive but you would get what you want in Town Center. Would have control.
- Overlay District/Rezoning Method – come up with a master plan to replace what is in place now, and that would dictate what could come in there.

Suggestion was made for a Land Value Tax – Can tax the property based on location, not what is on the property. Could be rolled into the Overlay District option.

Council is most interested in the Overlay District/Rezoning Method at this time.

March Budget Workshop

The date for the final budget workshop was set for March 29, 2023, at 6:00 pm.

3.

ADJOURNMENT:

MOTION:

There being no further business, Mayor Pro-Tem Price made a motion to adjourn the meeting, with a second from Councilmember Cotell. **The motion passed 6-0.**

ATTEST:

Jennifer Teague, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the February 13, 2023, Town Council Meeting

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the February 13, 2023, Town Council Meeting.

Description/Background:

Attached are the minutes of the February 13, 2023 Town Council Meeting.

Recommendation:

Staff recommends approval

Fiscal Impact:

None

Attachments:

1. February 13 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, February 13, 2023
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. (arrived at 6:20 pm), Councilmembers Ian Patrick, Rodney Dellinger, Altyn Cotell, Ron Smith, Rick Russo, Mike Thevenin

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 Smith made a motion to approve the agenda as proposed. Second was made by Councilmember Cotell. **The motion passed 6-0.**

1C.

INVOCATION

Councilmember Thevenin conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

1F.

PUBLIC COMMENT

- Jim Eskew, 8010 Wycombe Court, Harrisburg, NC – had no power on December 24th due to rolling blackouts, and is opposed to the proposed Blackwelder project
- Uriah Patrick, 5701 Manchester Avenue, Harrisburg, NC – asked Council to consider building a sidewalk on Caldwell Road between Buckingham and Frances Haven

2.

CONSENT AGENDA

- A. Consider the minutes of the January 9, 2023, Town Council Meeting
- B. Consider FY2023 Budget Ordinance Amendment for Planning Professional Services and Traffic Impact Analysis
- C. Consider Contract for Amusements for the 2023 Harrisburg July 4th Celebration
- D. Consider FY2023 Financial Audit Contract

MOTION:

Councilmember Dellinger made a motion to approve the Consent Agenda. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

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

- Held our second budget workshop of the year on February 7th. The recording of that meeting can be viewed online now. We will present the Draft 1 budget at our next workshop to be held on February 25th, and then the Draft 2, or Manager's Recommended Budget, will be presented at the March 29th budget workshop. The budget public hearing will be held at the April Town Council meeting.
- Clarification for the community concerning the term limit for our newly appointed Councilmember Mike Thevenin – when deciding on the term we looked at our Charter and it said that the appointed member would serve out the remainder of the term of the member who vacated the seat. Then we checked with the Cabarrus County Board of Elections, and they advised that the term would only last until the next municipal election. The question was then sent to the State for clarification. They came back with the same answer as the local Board of Elections. That is what we based Mr. Thevenin's term on initially. We went back for further advice on how to handle the terms in the upcoming election because one of those seats would only be a two year term. This question was also sent to the State ballot office who came back saying that the term for the appointed member would run for the remainder of the term for the vacated seat due to a Session Law that was put in place when the Town was incorporated. After having the Town Attorney review all of this, everyone is in agreement that Mr. Thevenin's term will run for the remainder of the term for the vacated seat.

Finance Report:

Finance Director Brian Lee presented the Finance report.

Law Enforcement Report:

Lt. Nash presented the Law Enforcement report.

Fire Department Report:

Deputy Chief Bradey presented the Fire Department report.

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

- Recently attended the Cabarrus Economic Summit
- Attended a Centralina Regional Council Human Trafficking Training. Surprised to learn that by the time a child has been identified as being trafficked, they have already been trafficked for two years. Prevention and early education is key.
- Attended Centralina Board of Delegates meeting and was elected to serve on the Board of Directors serving all of Cabarrus County for the upcoming year.
- Information for the 50th Anniversary Committee – a resident reached out and told us about a school that was built across from the Bellefonte Presbyterian Church on Rocky River Road sometime around 1925. It was as a result of collaboration between Booker T. Washington and Julius Rosenwald to build more than 5300 schools for African American children in fifteen southern states. Great time to learn more about this since February is Black History Month.
- She and Town Manager, Rob Donham will be guest speakers at the February 23rd meeting of the Harrisburg Business Alliance

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

- Encouraged any residents who are interested in learning about the budget or have an interest in a particular part of the budget, to attend the February 25th budget workshop.

Councilmember Smith

- Attended the MPO/TAC meeting a couple of weeks ago. We secured another grant for about \$1.6 million, with a \$400,000 match.

4A.

PUBLIC HEARING

None

5A.

OLD BUSINESS

H-2022-14-R: Consider non-contiguous annexation and rezoning of property (5 lots) located on Stallings Road and Jon Chris Drive (PINs: 5517-60-7529, 5517-60-8525, 5517-60-9512, 5517-60-6451, and 5517-60-7347). The applicant is requesting permission to annex five (5) lots, consisting of approximately 2.27 acres, into the Town limits in order to access Town utility (water and sewer) services. This request is considered a non-contiguous annexation, as the proposed subdivision is not adjacent to the town's primary corporate limits.

In conjunction with the request for annexation, the applicant proposes to rezone these five parcels from County LDR (Low Density Residential) to RM (Residential Medium). NCGS requires the assignment of a zoning designation for all property located within the town's corporate limits. The proposed rezoning may be considered after the Town Council has approved the annexation and established zoning jurisdiction over this property.

The RM District allows a gross density between 2 and 3 units per acre. At 2.20 units per acre, the proposed rezoning is consistent with the requirements of the UDO. The Harrisburg Area Land Use Plan (HALUP) locates this property within a "Low Density Residential" area. The LDR designation calls for 1 -2 units per acre. The proposed density is 2.20 dwelling units per acre – just over the 1-2 units per acre designated by the HALUP. Although the lots slightly exceed the recommended LDR density, the five lots are existing and cannot be further subdivided.

At the public hearing held for this rezoning on January 9, 2023, the applicant addressed abutter concerns regarding drainage impacts that would result from development of these parcels for single-family residential use. The applicant indicated that these parcels would be graded to ensure proper drainage, along with the restoration of drainage flow in an existing drainage swale that extends from Stallings Road to Jon Chris Road.

After some discussion, the following action was taken:

MOTION:

Mayor Pro-Tem Price made a motion to approve the request for rezoning of property located on Stallings Road and John Chris Drive (PINs: 5517-60-7529, 5517-60-8525, 5517-60-9512, 5517-60-6451, and 5517-60-7347) consisting of approximately 2.27 acres, contingent on approval of related annexation request. Second was made by Councilmember Patrick. **The motion passed 5-2 (Councilmembers Dellinger and Russo voting against).**

The following Consistency Statement was then proposed:

CONSISTENCY STATEMENT:

Based on the staff report, staff presentation and testimony of the applicant, the request for rezoning is consistent with the Harrisburg Area Land Use Plan and is reasonable and in the public interest.

MOTION:

Mayor Pro-Tem Price made a motion to approve the Consistency Statement as proposed. Second was made by Councilmember Patrick. **The motion passed 5-2 (Councilmembers Dellinger and Russo voting against).**

ANNEXATION MOTION:

Mayor Pro-Tem Price made a motion to approve the request for annexation of property located on Stallings Road and John Chris Drive (PINs: 5517-60-7529, 5517-60-8525, 5517-60-9512, 5517-60-6451, and 5517-60-7347)

consisting of approximately 2.27 acres. Second was made by Councilmember Patrick. **The motion passed 5-2 (Councilmembers Dellinger and Russo voting against).**

5B.

OLD BUSINESS

H-2022-07-R: Consider contiguous annexation and conditional rezoning of property located off Blackwelder Road for a 51-lot residential subdivision (PIN 5518-44-8790 and 5518-34-3293). The applicant is proposing to develop a 51-lot single-family subdivision off Blackwelder Road between Roberta Road and Lakeland Road, consisting of approximately 39.32 acres, and is requesting permission to annex into the Town limits in order to access utilities (water and sewer) and other town services. This request would be considered a contiguous annexation, as the proposed subdivision is located immediately adjacent to the town's primary corporate limits. NCGS requires the assignment of a town zoning designation for all property annexed into the town's corporate limits.

In conjunction with the request for annexation, the applicant is proposing to conditionally rezone the property from its current Cabarrus County designation of LDR (Low Density Residential) to a Town of Harrisburg designation of CZ-RM (Conditional Zoning Residential Medium). As a conditional zoning request, the applicant was required to prepare a site plan (see attached), consistent with all applicable requirements of the UDO.

The RM zoning district has a maximum "gross" density of two dwelling units per acre. The proposed density for this subdivision is 1.31 dwelling units per acre. If rezoning approval is granted, site density may not exceed 1.31 units/acre and the development will be subject to any conditions imposed by the Town Council and agreed to by the applicant.

No Traffic Impact Analysis (TIA) was required for this subdivision as the number of trips to be generated by this development did not meet the threshold requirements of the UDO for such a study. The design of road improvements for this subdivision was, however, coordinated with and reviewed by NCDOT and Town engineering staff.

Per the Town's subdivision regulations, the applicant is required to provide 4.68 acres of active and passive open space to serve residents of the subdivision, with 14.82 acres provided. The applicant is also required to provide 1.46 acres of public open space to serve the broader Harrisburg community. To satisfy this requirement, the applicant is proposing to provide 0.51 acres of this total public open space in the form of a dedicated 25' wide greenway easement, with a fee-in-lieu payment proposed for the remaining 0.95 acres, in the amount of \$36,162. This calculation is based on a per acre market value of \$38,065. The Planning Board has recommended Town Council approval of the proposed fee-in-lieu payment. Per the UDO, Parks & Recreation Advisory Board is also required to review and recommend approval of the proposed fee-in-lieu payment. Since the Advisory Board has not yet reviewed this proposed fee-in-lieu payment to the Town, staff is recommending that this review and approval occur, prior to the submission of a preliminary plat to Town staff.

The request to rezone the subject property as Residential Medium (RM) is consistent with the HALUP, which designates this property as Low Density Residential (LDR). The HALUP LDR designation calls for 1-2 dwelling units per acre.

A Neighborhood Meeting occurred on July 28, 2022. Minutes of that meeting are attached.

At the Public Hearing for this request held on January 9, 2023, presentations were made by staff and the applicant.

At the Public Hearing, staff addressed the issue of sewer availability, noting that while there is currently sufficient capacity to accommodate the proposed development, there is no guarantee of availability, with a final determination on whether to grant a sewer allocation to be made by the Town during the construction document preparation phase - typically within 6 months of the start of sitework.

Discussion concerning fee in lieu of resulted in the developer suggesting an additional condition for approval stating that the proposed fee in lieu of would be the minimum amount that would be paid.

After some discussion, the following action was taken:

MOTION:

Councilmember Dellinger made a motion to approve the request for conditional rezoning of property located off Blackwelder Road (PIN 5518-44-8790 and 5518-34-3293), consisting of approximately 39.32 acres to accommodate a 51-lot single-family residential subdivision, as proposed by the applicant, subject to the conditions outlined in the attached staff report dated January 3, 2023, as well as the additional condition added by the developer tonight concerning the fee in lieu of, contingent on approval of related annexation request. Second was made by Councilmember Russo. **The motion passed 7-0.**

The following Consistency Statement was then proposed:

CONSISTENCY STATEMENT:

Based on the staff report, staff presentation and testimony of the applicant, the request for conditional rezoning approval for Case # H-2022-07-R is consistent with the Harrisburg Area Land Use Plan, and with the conditions proposed, it is reasonable and in the public interest.

MOTION:

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

ANNEXATION MOTION:

Councilmember Russo made a motion to approve the request for annexation of property located off Blackwelder Road (PIN 5518-44-8790 and 5518-34-3293), consisting of approximately 39.32 acres to accommodate a 51 lot single-family residential subdivision, as proposed by the applicant. Second was made by Councilmember Dellinger. **The motion passed 7-0.**

6A.**NEW BUSINESS**

Consideration of appointment of members to the Parks and Recreation Advisory Board. The Parks and Recreation Advisory Board is comprised of 7 members who serve two-year staggered terms.

Three member's terms expired in January of 2023:

Brett Crosby
Delroy Ross
Tim Morris

Per the By-Laws, vacancies were advertised for 60 days.

Five applications were received:

Brett Crosby - current member
Cheryl Baker
Courtney Haynes
Jarrod Venzian
Linda Thurman

Applications for all five are attached.

Per the By-Laws, a subcommittee of three was formed with current members whose terms were not expiring - Hannah Butler, Fred Brillante and Mohammad Idlibi. Questions were established and each applicant was contacted and interviewed with the same questions. Applicants also attended the Advisory Board meeting on Monday, January 23rd to meet the board.

After discussion, the board made a motion to recommend to the Town Council that the following three applicants be appointed for a two-year term:

Brett Crosby - reappointment

Courtney Haynes
Cheryl Baker

MOTION:

Councilmember Smith made a motion to appoint Brett Crosby, Cheryl Baker and Courtney Haynes to two years terms to the Parks and Recreation Advisory Board. **Second was made by Councilmember Russo. The motion passed 7-0.**

6B.

NEW BUSINESS

Consideration of appointment to Harrisburg Sustainability Advisory Board. The following HSAB members' terms ended on December 31, 2022:

- Scott Noel
- Scott Crew
- Tim Thornton
- Vince Houston
- Ken Huster

HSAB has two-year terms and is currently authorized for up to 9 members. Terms are staggered, so there are five members with terms expiring in one year and then four the next. At this point, there are four current active members.

Advertisements for the open positions were posted for 30 days in November 2022. After just one application was received, another 30-day advertising period commenced to continue to solicit candidates for the open positions. By the close of the 60-day period, applications were received from Scott Noel and Ken Huster. Prior to interviews being held, Scott Noel removed his application from consideration. Thus, leaving Ken Huster as the only applicant and one that was requesting reappointment. An interview was conducted with members of HSAB and Council liaisons in January 2023.

MOTION:

Councilmember Smith made a motion to reappoint Ken Huster to the Harrisburg Sustainability Advisory Board for a two-year term ending on December 31, 2024. **Second was made by Mayor Pro-Tem Price. The motion passed 7-0.**

7.

ACTION ITEMS

- Get contact information for Uriah Patrick and send him a letter
- Look into Uriah's request of sidewalk on Caldwell Road

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:

Janet Rackley, Town Clerk

Jennifer Teague, Mayor



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract, FY2023 Budget Ordinance Amendment, and ARPA Grant Ordinance Amendment for the Town of Harrisburg's 50th Anniversary Celebration

Presenting Personnel:

Jim Spina, Parks and Recreation Director, April Sloop, Communications Director

Suggested Motion or Action:

1) Drone Show Contract

Motion to approve a contract for Pixis to provide a drone show for the Town of Harrisburg's 50th Anniversary Celebration on Oct. 14, 2023 for the amount of \$75,000.

2) FY2023 Budget Ordinance Amendment for 50th Anniversary Expenditures

Motion to approve the FY2023 Budget Ordinance amendment totaling \$25,000 for 50th Anniversary expenditures

3) ARPA Grant Ordinance Amendment - 50th Anniversary

Motion to approve the grant project ordinance amendment totaling \$600,000 for the Town's 50th Anniversary and July 4th events.

Description/Background:

1) Drone Show Contract

This year marks the 50th Anniversary of the incorporation of the Town of Harrisburg. Staff is planning to celebrate this milestone for the Town at the October 14th Rockin the Burg Celebration. The traditional concert will still be held at Harrisburg Park, but staff is working to add additional elements to the event to make the celebration special and memorable for residents of the Town.

Staff has been working with a company called **Pixis** to coordinate a drone show to be flown at the end of the concert around 9pm. The drone show would include 300 drones for a show that would last 9-10 minutes.

The Town of Harrisburg has not had a drone show at any of its events and staff feel this would be a unique, memorable experience to celebrate the Town's anniversary. The drone show can be seen for up to four to five miles away depending on atmospheric conditions, so citizens who are not at the event can also enjoy the show.

Pixis Drones has done work for the NBA Draft, Candy Crush and Paris Hilton, as well as the Birmingham 2022 World Games, the Legends Celebration and Drake & Nike.

2) FY2023 Budget Ordinance Amendment for 50th Anniversary Expenditures

Due to the Town's 50th anniversary and the rebranding effort during FY2023, there was an increase in Shipping, Advertising, and Branded Signage incurred within the Communications Department. Expenditures have already been incurred or are planned that include the Town's new 50th logo, new 50th event logos, and 50th branded promotional items. The logo will be seen on all printed materials and staff uniforms during the year. The small and large banners along Highway 49 have been updated with the new logo and the large banners were increased from 7ft to 10ft. Shipping has been impacted for all of these items.

3) ARPA Grant Ordinance Amendment - 50th Anniversary

The Town's 50th anniversary celebration is taking place throughout 2023, culminating with a special anniversary event scheduled to occur in October. The 50th anniversary branding effort, increased communication and advertising, enhancements to the existing July 4th event, and the final event of the year have been identified as a use of ARPA funds aimed at helping to return life to normalcy for the residents of Harrisburg. Approximately \$150,000 of funding is requested for July 4th enhancements and \$450,000 toward the 50th anniversary event and materials.

The Town's 50th anniversary event includes a national act, drone show, roving entertainment and actors, a secondary children's stage with professional entertainment and unique family entertainment items to be announced.

The enhancements to the Town's July 4th Celebration include the addition of a national act on July 3rd and added amusements and amenities.

Recommendation:

1) Drone Show Contract

Staff recommends approval of the contract with Pixis Drones for a drone show for the Town of Harrisburg's 50th Anniversary Celebration on October 14, 2023 for \$75,000.

2) FY2023 Budget Ordinance Amendment for 50th Anniversary Expenditures

Staff recommends approval of the attached budget amendment totaling \$25,000 for 50th anniversary advertising and supplies expenditures

3) ARPA Grant Ordinance Amendment - 50th Anniversary

Staff recommends approval of the attached Grant Project Ordinance to appropriate \$450,000 in ARPA funding toward the Town's 50th anniversary event and related expenditures and \$150,000 toward the Town's enhanced July 4th Celebration.

Fiscal Impact:

1) Drone Show Contract

The attached contract is \$75,000 and has been reviewed and approved by the Town attorney.

If approved, the remaining balance in the 50th Anniversary Event ARPA project ordinance authorization of \$450,000 is reduced to \$375,000.

2) FY2023 Budget Ordinance Amendment for 50th Anniversary Expenditures

The fiscal impact is an increased expenditure authorization of \$25,000 in the following accounts:

- Shipping and Handling/Postage - \$5,000
- M/R Branded Signage - \$7,500
- Advertising - \$12,500

The funds will be allocated from the General Fund contingency account which has a current available balance of \$248,000. If approved, the available balance would be reduced to \$223,000 for the remainder of FY2023.

The March 13th meeting contains two requests for utilization of contingency funds. The combined impact of both items would reduce contingency to \$193,000.

3) ARPA Grant Ordinance Amendment - 50th Anniversary

\$450,000 of funding will be appropriated for use on the Town's 50th anniversary event and \$150,000 of funding will be appropriated for use on the Town's enhanced July 4th Celebration with available ARPA funding. The attached grant project ordinance reappropriates \$16,000 of unused funds from the Deputy Office Expansion project and also appropriates \$600,000 of the Town's available ARPA balance. The current balance of \$4,512,729 would be reduced by \$584,000 to \$3,928,729. This balance must be appropriated by Town Council by December 31, 2024 and spent by December 31, 2026.

The formal appropriation of funds now permits the Town to place deposits and make commitments and place deposits with vendors ahead of the events.

Attachments:

1. Drone Show - Harrisburg 50th Anniversary Agreement
2. Amendment - GF - Communications 50th Anniversary 03132023
3. Amendment - GPO-ARPA - 50th Anniversary



SCOPE OF WORK

This Scope of Work ("SOW") is agreed upon this 24th day of January 2023 (the "Agreement") between Pixis Drones, LLC ("Pixis") and the Town of Harrisburg ("Client"). This SOW will be effective upon contract execution until 3 months following show date. Pixis will provide Client with services related to drone show production and execution (the "Services").

Event Summary:

Client is engaging Pixis to design, manage, and execute a 300-drone custom drone show for the Harrisburg NC 50th Anniversary at Harrisburg Park.

Event Details:

- Show Date: October 14th, 2023
- Time: Approx. 9pm
- Location: Harrisburg Park
- Show size: 300 drones
- Show duration: Approx. 9 - 10 minutes not including take-off & landing

Services and Deliverables:

The services provided by Pixis will be inclusive of the following:

1. Show Concept and Design

- a. Storyboard development and animation, including a full-show simulation based on approved storyboard and animation

2. Logistics

- a. Complete in-person site survey to finalize drone launch and flight site identification
- b. Manage procurement, scheduling, and compensation of required manpower
 - i. Trained and licensed pilot
 - ii. Production support staff
 - iii. Visual observers
- c. Manage show logistics and execution
 - i. Drone programming and technology
 - ii. Transportation of drones to/from event
 - iii. Set-up and operation of critical flight systems and ground control station on-site
 - iv. Show activation including drone launch, choreography, and landing
- d. Filing and procuring required flight operation permits, licenses, and authorizations.
 - i. The show is contingent upon the correct FAA waivers/clearances being approved. As required Pixis will notify the FSDO and issue a NOTAM prior to each show
- e. Temporary Flight Restrictions (TFR) are issued by the FAA for major sporting games or significant events (sporting or otherwise) such as the POTUS travel outside of the Washington DC area. A TFR is issued as standard for any stadium having a seating



capacity of 30,000 or more people where either a regular or post-season Major League Baseball, National Football League, or NCAA division one football game is occurring. This also applies to Nascar Sprint Cup, Indy Car, and Champ Series races excluding qualifying and pre-race events. In that circumstance the TFR restricts the airspace within 3 nautical miles of the stadium up to 3,000' AGL for one hour prior, during and post-game. Pixis will review the location for a potential TFR conflict, but the Client understands that Pixis is not responsible for their issuance, and that the TFR can affect both the show location and timing. If a TFR conflict occurs Pixis will work with the Client to find a mutually agreeable solution.

- f. Providing drone liability insurance at \$5 Million
 - i. Pixis will provide the Client (Town of Harrisburg) a Certificate of Insurance with the Town of Harrisburg listed as additionally insured.

3. Program Management

- a. Day-to-day communication and coordination with Client, vendors, and any third parties as required
- b. Fiduciary management and budget oversight

Client Responsibilities: Client will be responsible for the following:

1. Creative: Sharing 5 to 12 desired logos, images or messages for each show
2. Providing timely feedback within seventy-two (72) hours of delivery at each stage of the creative process (storyboard, animation and simulation). Client acknowledges that failure to comply with these timing parameters may result in delayed deliverables and adjustments to program timeline
 - a. Storyboard Phase:
 - i. Up to (2) rounds of revisions in the storyboard phase
 - ii. Approving the storyboard, no less than one month prior to show date
 - 1. Additional revisions to storyboard creative phase will be billed at the rate of \$100/hr
 - b. Animation Phase:
 - i. One (1) round of revisions in the animation phase
 - ii. Approving animation, no less than 3 weeks prior to show date
 - 1. Additional revisions in the animations phase will be billed at the rate of \$100/hr
3. Supporting and collaborating with Pixis in acquiring the requisite FAA waiver(s)
4. Selecting and providing music/soundtrack and associated music/publishing rights no less than 3 weeks prior to show to synch with show flow



5. Selecting and provide rights, licenses, approvals, and associated fees for the use of any third-party imagery, logos and/ or marks to the show¹
6. Site & Security Fees associated with the show location
7. Local permitting as required.

Safety:

A drone show cannot be flown over people or active roads. Pixis will develop a Landing Zone map detailing the safety perimeter for the show. The Client understands that permission from the property owner(s) and the relevant local governmental authorities must be obtained prior to FAA flight authorization.

Schedule: Pixis commits to, and Client acknowledges the following schedule. The Pixis Crew will arrive one day prior to the show and depart the day after.

Budget Detail:

Number of Drones:	300
Drone Rental Fee (Show Date):	\$250/drone
Total Cost	\$75,000
Site/Security Fees/Local permitting:	Responsibility of Client
Lodging:	Responsibility of Pixis
Transportation:	Responsibility of Pixis

Payment Schedule:

Client understands and acknowledges that they are agreeing to a flat, all-inclusive rate of \$75,000 for the services outlined in the agreement. If there are material changes to the SOW resulting in the expected hours to increase by more than 5% of the contractual expected level of effort, or there are additional hard costs outside the SOW not agreed to in advance, Pixis will notify Client in writing in advance with an addendum to this SOW.

Payments are due Net 15 unless otherwise indicated below. A late fee of 1.5% per month will be assessed for overdue invoices.

Payment	Amount Due	Invoice Date	Due Date
1	\$37,500	Upon SOW Signature	Upon SOW Signature
2	\$37,500	September 1st, 2023	Net 30 Days
3			
Total	\$75,000		
Bill-Back*	TBD	TBD	30 days after invoice

¹ Pixis will work in partnership with Client and 3rd party vendors but does not execute choreographed sound. Client will deliver selected music/soundtrack to designated lead or third-party to play content and provide appropriate sound system/equipment to play music/soundtrack



**Bill-back costs will include any reconcilable costs not included in the budget and agreed to in advance and in writing by both Parties. This includes but is not limited to site fee and location security costs which is the responsibility of the Client. The total for the Services listed above does not include these bill-back costs.*

Deposits:

Client acknowledges that Pixis and its vendors/partners will spend considerable time and resources in planning and implementation of the Services. A non-refundable deposit equal to fifty percent (50%) of the total price ("Deposit") is required upon execution of this Agreement to secure booking.

Cancellation:

In the event of cancellation, the Client will be issued a credit ("Credit") equal to the amount of the SOW agreement less any expenses incurred prior to cancellation, including but not limited to labor costs, fees for permits, and other expenses. The Credit may be applied to a future event to be scheduled within one (1) year of the date of the original event date. Future event dates will be scheduled based on availability at the time of booking. Any unused credits will expire one (1) year following the date of the original event. The foregoing credit shall be the Client's sole right in the case of any cancellation.

If the event is cancelled the Client will be responsible for the reimbursement of all operational and labor costs associated with producing the event. In no case will the Client be entitled to any refund of any amounts paid. Causes for cancellation include but are not limited to the following: inclement weather such as rain or wind gusts that exceed 15 knots or 17.26 mph, lack of satellites for GPS positioning, frequency interference with the Wi-Fi or Telemetry systems, or other technical issues.

Other Terms & Conditions:

1. Term. The term of this Agreement (the "Term") shall begin upon contract signing and shall continue until 3 months following show date, unless otherwise extended by written mutual agreement of the parties. Either party may terminate this Agreement immediately without liability upon notice to the other party if the other party: (a) breaches any term of this Agreement and fails to cure such breach within ten (10) days of receipt of written notice of such breach from the non-breaching party; (b) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of creditors, or ceases normal business operations; or (c) assigns or attempts to assign this Agreement or any of the rights and obligations hereunder without first obtaining consent as required herein. Upon termination for any reason, Client shall pay Pixis for all Services performed and Expenses incurred through the date of termination, which amounts shall be paid by wire transfer within thirty (30) days from the date of termination.

If Pixis cancels the show without cause then the Town of Harrisburg will be entitled to a full refund of monies paid to Pixis.



2. Right to Terminate Services. If upon site visit, Pixis determines a show can't be executed at requested location, and a new, mutually agreed upon show location cannot be found, Client shall receive a refund (including any Deposit) of the payment less the operational costs including the site visit that was incurred by Pixis.

3. Confidentiality. Both Client and Pixis acknowledges that it may be given access to the other's confidential and proprietary information. Both parties agree to maintain the confidentiality of any confidential data and information communicated to it by the other party and to not disclose such confidential information to any third parties or their respective employees, agents, and representatives without the written consent of the other party.

This obligation of confidentiality shall not apply to data and information of a party that is or becomes publicly available or otherwise available without restriction through no fault of the other party. Pixis reserves the right to publicize the event/activation in industry and consumer press, as well as owned digital/physical platforms and collateral for the purposes of awareness and business development.

4. Non-Solicitation. During the Term and for a period of two (2) years immediately thereafter, Client will not, directly or indirectly, by any means or devices whatsoever, in any individual or representative capacity: (a) hire, employ, or engage for services or attempt to hire, employ, or engage for services any employee or independent contractor of Pixis who has worked with Pixis in the performance of its obligations under this Agreement; or (b) otherwise solicit, request, entice or induce those employees or independent contractors to terminate their employment or contractual relationship with Pixis. Notwithstanding anything herein to the contrary, if Client should hire, employ, or engage for services any employee or independent contractor of Pixis as prohibited above, Client shall pay to Pixis as liquidated damages, and not as a penalty, an amount equal to one hundred fifty percent (150%) of any and all compensation paid by Client to such employee or independent contractor for the first year after the date of such hire, employment, or engagement for services.

5. Intellectual Property. Unless Pixis otherwise consents in writing, all written materials and concepts specifically developed or created by Pixis in connection with Pixis's performance of Services including, without limitation, all rights in and to such materials and concepts, shall be the property of Pixis.

6. Indemnification.

(a) Negligence, Willful Misconduct, and Breach. Pixis shall indemnify and hold Client harmless from any loss, damage, liability, cost or expense (including reasonable attorneys' fees and court costs) which Client may incur solely by reason of or arising out of (i) Pixis or its directors, officers, employees, agents or contractors negligence, gross negligence or willful misconduct resulting in bodily injury or property damage to Client, its directors, officers, employees, agents of Client or (ii) Pixis's material breach of any representation or warranty contained in this Agreement. Client shall indemnify and hold Pixis harmless from any loss, damage, cost, liability or expense (including reasonable attorneys' fees and court costs) which Pixis may incur solely by reason of or arising out of (i) Client's or its directors, officers, employees, agents or contractors negligence, gross negligence or willful misconduct resulting in bodily injury or property damage to Pixis or Pixis directors,



officers, employees, agents or contractors or (ii) Client's material breach of any representation or warranty contained in this Agreement. ~~(addition of Negligence to each indemnification.)~~

(b) No Consequential Damages. In no event shall either party be liable for any consequential incidental, indirect, exemplary, punitive, or special damages, however caused, including loss of profits, revenue, data, or use, incurred by either party or any third party, whether under theory of contract, tort (including negligence), warranty or otherwise, even if the other party has been advised of the possibility of such damages.

Each party's liability arising from this Agreement shall be limited to the Payments payable to Pixis under this Agreement. With respect to the Services and any products provided by Pixis, Pixis shall not be subject to, and expressly disclaims, and Client hereby waives, all warranties, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose.

(c) Vehicular Liability. In no event will Client, its officers, directors, employees, agents, insurers, successors, and assigns be liable for any losses, costs, expenses, damages, claims, suits or demands arising out of or resulting from the acts or omissions of Pixis, its officers, directors, employees, agents, assigns, or subcontractors in connection with Pixis's lease or use of vehicles for performance of Services hereunder.

7. Force Majeure. Neither party shall be in breach of this agreement if the event is delayed or postponed due to Acts of God, Terrorism, or any other Force Majeure incident. Pixis and the Client shall use best efforts to agree upon alternative event date, adhering to the parameters outlined in the cancellation section in this agreement.

8. Performance. The Client acknowledges that performance of the Services is subject to reasonable technical or other errors, and that the Services shall be deemed to be fully performed provided that at least 95% of the drones function substantially in the manner intended for the Services.

9. Show Capture for Archival & Publicity Purposes. Pixis reserves the right to capture show footage during the set-up, execution and deconstruction phases of the show. In doing so, Pixis acknowledges that we will refrain from capturing imagery that can be construed as proprietary or trade secrets. Any reasonable commercial exploitation of the show footage by Pixis is approved by the Client.

Signatory:



SOW Representatives and Notices:

Pixis Drones, LLC.:

Attention: Maria Booker
Chief of Staff – Pixis Drones
610 Madison St. Suite 101 #804
Alexandria, VA 22314
E-Mail : mbooker@redpeg.com

Client:

Shawn Marble
Parks and Recreation Assistant Director
Harrisburg Parks & Recreation Dept.
Town of Harrisburg
4100 Main Street
Harrisburg, NC 28075
Email: smarble@harrisburgnc.org

IN WITNESS WHEREOF the parties have executed this SOW as of the 24th day of January 2023.

Town of Harrisburg

Pixis Drones, LLC.:

Authorized Signature

Authorized Signature

Print Name

Martin Codd
Print Name

Title

COO
Title



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 50th anniversary advertising and supplies expenditures occurring in FY2023.

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

Increase line item 100-1200-53201 Shipping and Handling	\$ 5,000
Increase line item 100-1200-54313 M/R – Branded Signage	\$ 7,500
Increase line item 100-1200-55910 Advertising	\$ 12,500
Decrease line item 100-8750-59500 Contingency	\$ 25,000

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

Section 4. That this ordinance shall be effective upon its passage. Adopted this 13th day of March, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE GRANT PROJECT ORDINANCE – ARPA FOR THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS 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 grant project ordinance – ARPA:

Section 1. Amend the Grant Project Ordinance - ARPA to account for the Town of Harrisburg 50th Anniversary.

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

Increase line item 221-5000-53900 50 th Anniversary	\$ 600,000
Decrease line item 221-2000-57100 Deputy Office Expansion	\$ 16,000
Decrease line item 221-1000-57100 CSLRF Project	\$ 584,000

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

Section 4. That this ordinance shall be effective upon its passage. Adopted this 13th day of March, 2023.

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 at 9771 Robinson Church Road H-2022-18-R

Presenting Personnel:

Zac Gordon, Planning Director

Suggested Motion or Action:

Motion to approve setting a public hearing for April 17, 2023 to consider a request to annex property located at 9771 Robinson Church Road (PIN PIN 5506-91-1078).

Description/Background:

A Public Hearing is requested for April 17, 2023 to consider the annexation of property located at 9771 Robinson Church Road (PIN PIN 5506-91-1078). In conjunction with this annexation, the applicant is also requesting that the property be rezoned from a designation of Cabarrus County CR (Countryside Residential) to Town of Harrisburg RL (Residential Low Density)). A public hearing on the rezoning will also be scheduled for April 17th.

Recommendation:

Staff is recommending that the Town Council call a public hearing for April 17, 2023, to consider the request for annexation.

Fiscal Impact:

None

Attachments:

1. H2022-18-R Annexation Application
2. H2022-18-R Aerial Map
3. H2022-18-R Site Map
4. H2022-18-R Survey
5. H2022-18-R Legal Description revised
6. Certificate of Sufficiency
7. Resolution Fixing Date of Public Hearing - 9771 Robinson Ch - Acito

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: 9771 ROBINSON CHURCH RD.
- b. Tax Map and Parcel Number (PIN): 55069110780000
- c. Current Zoning: CR
- d. Current Land Use: RESIDENTIAL Single family
- e. Area to be annexed is: ☒ Contiguous ☐ Non-Contiguous
- f. Boundaries of territory to be annexed (attach separate sheet or describe below):

Entirety of Existing Property Ref PWA
 For Access to City Sewer & Right of Way

3. Contact Information

- a. Contact Person: GIUSEPPE AGTU
- Company: _____
- Address: 9771 ROBINSON Church City, State, Zip: HARRISBURG NC 28075
- Phone Number: 704 622 3095 Email Address: gacito@AAtrenching.nc.biz
- b. Applicant Name (if different than above): _____
- Company: _____
- Address: _____ City, State, Zip: _____
- Phone Number: _____ Email Address: _____
- c. Owner Name: _____
- Company: _____
- Address: _____ City, State, Zip: _____
- Phone Number: _____ Email Address: _____

4. Signature of Owner(s)

Owner Name: GIUSEPPE ACITO Address: 9771 ROBINSON CHURCH RD

Owner Signature: *Giuseppe Acito* Date: 10/6/22

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: GIUSEPPE ACITO Submittal Date: 10/6/22

Applicant Signature: *Giuseppe Acito*

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

H2022-18-R Aerial Map



H-2022-18-R Site Map



A
PHYSICAL SURVEY
for

Giuseppe Acito

TOWNSHIP 1 - HARRISBURG
CABARRUS COUNTY, NC
SEPTEMBER 19, 2022

PROPERTY INFORMATION:

PARCEL ID: 55069161110000
55069110780000
9771 ROBINSON CH. RD.
HARRISBURG, NC

PLAT NOTES:

1. PLAT NORTH IS BASED ON NAD83(2011)
2. NO GEODETIC MONUMENTS WERE SURVEYED
3. AREA COMPUTED USING COORDINATE METHOD
4. ALL DISTANCES ARE GROUND HORIZONTAL UNLESS OTHERWISE NOTED
5. ANY TRAVERSE ADJUSTMENTS WERE PERFORMED USING THE COMPASS RULE
6. PROPERTY MAY BE SUBJECT TO BURDENS OR BENEFITS NOT SHOWN

HELTON

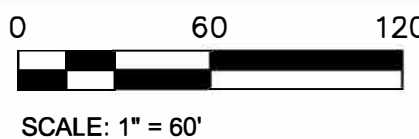
SURVEYING & MAPPING PLLC
(704) 634-9354

FIRM #P-2095

JACOB W. HELTON, PLS, CFS
JACOBH@HELTON.BIZ
3579 ANDERSON MOUNTAIN RD.
MAIDEN, NC 28650

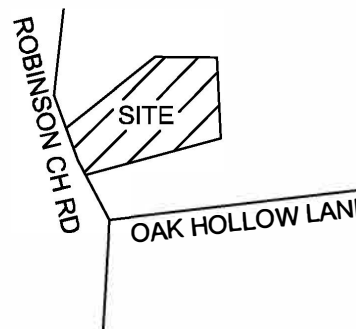
DEED AND PLAT REFERENCES:

DB: 12133 PG: 128
DB: 1169 PG: 100



SURVEY: JWH/BH 9-15-22
DRAWN: JWH 9-19-22
JOB: 22148

VICINITY SKETCH: NO SCALE



PIERCE
DEED T008-091

REEDY CREEK

EURY
DEED 628-010

60' SANITARY SEWER EASEMENT
WATER AND SEWER AUTHORITY OF CABARRUS COUNTY
DEED 7958-253

CALDERWOOD
DEED 5368-248

SMITH
DEED 1169-100
3.840 ACRES

FLOOD ZONE AE

0.2% ANNUAL CHANCE FLOOD HAZARD

SMALL
DEED 8132-83

SMITH
DEED 12133-128
5.559 ACRES TOTAL
0.561 AC. IN PUBLIC R/W

STORAGE
BUILDING

GARAGE

BRICK
HOUSE

ROBINSON CHURCH RD.
S.R. #1168
60' PUBLIC R/W - VARIABLE WIDTH

LINE	BEARING	DISTANCE
L1	S 49°08'10" W	31.87'
L2	N 37°26'00" E	35.46'
L3	N 26°03'01" W	48.12'
L4	N 34°00'19" W	50.00'
L5	N 41°12'55" W	50.00'
L6	N 48°44'42" W	50.00'
L7	N 54°01'31" W	100.00'
L8	N 42°33'06" W	104.11'
L9	N 20°22'31" W	102.61'
L10	S 11°45'18" E	30.76'

"I certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12133, page 128 or other reference source (SEE NOTES)); that the boundaries not surveyed are indicated as drawn from information in other reference source (SEE NOTES); that the ratio of precision or positional accuracy is 1:10,000+; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600)." This 19 day of SEPTEMBER, 2022.

Seal
Professional Land Surveyor



- LEGEND
- RCP REINFORCED CONCRETE PIPE
 - HDPE HIGH DENSITY PLASTIC
 - CMP CORRUGATED METAL PIPE
 - DB PG DEED BOOK & PAGE
 - MB PG MAP/PLAT BOOK & PAGE
 - R/W RIGHT OF WAY
 - AC ACRES
 - C/L CENTERLINE
 - AXLE
 - SURVEY SPIKE SET
 - CONCRETE MONUMENT
 - MAGNETIC/PK NAIL
 - IRON PIPE
 - COMPUTED POINT
 - UNMARKED CORNER IN TREE
 - REBAR FOUND
 - BENCHMARK
 - GEODETIC MONUMENT
 - REBAR SET
 - STONE
 - UTILITY POLE
 - HVAC
 - WATER WELL
 - WATER VALVE
 - HYDRANT

- BOUNDARY LINE (AS SURVEYED)
- TIE LINE (NO SCALE)
- WOODLINE
- FENCE
- EDGE OF GRAVEL
- CURB & GUTTER
- BOUNDARY LINE (BY REFERENCE)
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- TIE LINE
- OVERHEAD POWER LINE
- CENTERLINE OF BRANCH / CREEK
- FEMA 100 YEAR FLOOD LINE

A metes and bounds description of 9771 Robinson Church Road, Harrisburg, NC:

Beginning at a capped rebar on the south bank of Reedy Creek; thence S 83°35'03" W a distance of 200.00' to a computed point in said creek; thence S 89°29'05" W a distance of 237.49' to a computed point in said creek; thence S 34°03'44" W a distance of 216.84' to a computed point in said creek; thence S 33°18'21" W a distance of 175.45' to a computed point in said creek; thence S 42°33'06" E a distance of 104.11' to a computed point across Robinson Church RD; thence S 54°01'31" E a distance of 100.00' to a computed point in Robinson Church Rd; thence S 48°44'42" E a distance of 50.00' to a computed point in Robinson Church Rd; thence S 41°12'55" E a distance of 50.00' to a computed point in Robinson Church Rd; thence S 34°00'19" E a distance of 50.00' to a computed point in Robinson Church Rd; thence S 26°03'01" E a distance of 48.12' to a computed point in Robinson Church Rd; thence N 49°08'10" E a distance of 31.87' to a 1.5" pipe in a stone pile; thence N 49°08'10" E a distance of 287.64' to a 1/2" rebar; thence N 18°06'39" E a distance of 454.94' to a capped rebar; which is the point of beginning, having an area of 5.559 acres, as depicted on an unrecorded plat by Helton Surveying and Mapping PLLC, dated September 19, 2022, for Giuseppe Acito.



CERTIFICATE OF SUFFICIENCY

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 27th day of February, 2023.




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 April 17, 2023.

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

A metes and bounds description of 9771 Robinson Church Road, Harrisburg, NC:

Beginning at a capped rebar on the south bank of Reedy Creek; thence S 83°35'03" W a distance of 200.00' to a computed point in said creek; thence S 89°29'05" W a distance of 237.49' to a computed point in said creek; thence S 34°03'44" W a distance of 216.84' to a computed point in said creek; thence S 33°18'21" W a distance of 175.45' to a computed point in said creek; thence S 42°33'06" E a distance of 104.11' to a computed point across Robinson Church Rd; thence S 54°01'31" E a distance of 100.00' to a computed point in Robinson Church Rd; thence S 48°44'42" E a distance of 50.00' to a computed point in Robinson Church Rd; thence S 41°12'55" E a distance of 50.00' to a computed point in Robinson Church Rd; thence S 34°00'19" E a distance of 50.00' to a computed point in Robinson Church Rd; thence S 26°03'01" E a distance of 48.12' to a computed point in Robinson Church Rd; thence N 49°08'10" E a distance of 31.87' to a 1.5" pipe in a stone pile; thence N 49°08'10" E a distance of 287.64' to a 1/2" rebar; thence N 18°06'39" E a distance of 454.94' to a capped rebar; which is the point of beginning, having an area of 5.559 acres, as depicted on an unrecorded plat by Helton Surveying and Mapping PLLC, dated September 19, 2022, for Giuseppe Acito.

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of the Hillcrest Dr and Willow Ln Stormwater Improvements Contract

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved:

Motion to award the Hillcrest Dr and Willow Ln Stormwater Improvements Construction Contract to GreenWater Development, Inc. in the amount of \$87,586.40

Description/Background:

The Town previously identified the intersection of Hillcrest Dr and Willow Ln as a candidate for stormwater improvements. The existing infrastructure is aging and the original metal pipes are corroding, leading staff to concerns of potential sinkholes.

The Town of Harrisburg informally bid the project on the Town's website. The advertisement resulted in receipt of five qualified bids. Staff reviewed the bids and selected GreenWater Development, Inc. as the lowest qualified bidder, for a contract total of \$87,586.40 which includes a 10% contingency added to the bid price of \$79,624.00

Recommendation:

Staff recommends the approval of the attached contract with GreenWater Development, Inc.

Fiscal Impact:

The Fiscal impact for this project to the Town is \$87,586.40. The funding for this project will be provided by the existing Oakley and Willow Spot Improvements budget of \$100,000. \$12,413.60 of funding will remain in the Oakley and Willow Spot Improvements capital outlay budget. No budget adjustment is necessary.

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

Attachments:

1. GWD - Hillcrest SW - Contract
2. Hillcrest Stormwater - Bid Tab
3. Hillcrest Stormwater Design-Intersection

CONTRACT FOR HILLCREST DR AND WILLOW LN STORMWATER IMPROVEMENTS

This Contract is by and between Town of Harrisburg, NC (Owner) and GreenWater Development, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. This improvement project shall consist of removing existing stormwater pipe and installing new stormwater RCP in its place on Hillcrest Dr and Willow Ln. This includes repairing a junction structure and replacing the lid with a precast unit. Project also consists of riprap apron installs, regrading of ditches, and concrete driveway replacement.

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 90 days of the written Notice To Proceed, and completed and ready for final payment within 120 days of the written Notice To Proceed.

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 (5%)	1	LS	\$3,792.00	\$3,792.00
2	Traffic Control	1	LS	\$2,500.00	\$2,500.00
3	Erosion Control	1	LS	\$5,014.00	\$5,014.00
4	Comprehensive Grading	1	LS	\$19,601.00	\$19,601.00
5	Aggregate Base Course	175	TN	\$46.00	\$8,050.00
6	Junction Structure Mortar-Seal Repair	1	LS	\$300.00	\$300.00
7	18" R.C. Pipe Culverts, Class III	138	LF	\$68.00	\$9,384.00
8	24" R.C. Pipe Culverts, Class III	72	LF	\$114.00	\$8,208.00
9	36" R.C. Flared End Section (CLDS 20.22)	1	EA	\$3,151.00	\$3,151.00
10	75" x 120" Precast Lid with Two (2) Manhole Rings & Covers	1	EA	\$3,733.00	\$3,733.00
11	Asphalt Concrete Intermediate Course, Type I 19.0 C	13	TN	\$253.00	\$3,289.00
12	Riprap (Class A and Class B)	35	TN	\$59.00	\$2,065.00
13	Concrete Driveway Repair (6" Depth)	50	SY	\$70.00	\$3,500.00
14	Tree Removal	1	EA	\$1,549.00	\$1,549.00
15	36" R.C. Pipe Culverts, Class III	28	LF	\$285.00	\$5,488.00
Contract Price					\$79,624.00
10% Contingency					\$7,962.40
Total Bid Price					\$87,586.40

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 **\$87,586.40**. 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: GreenWater Development, 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

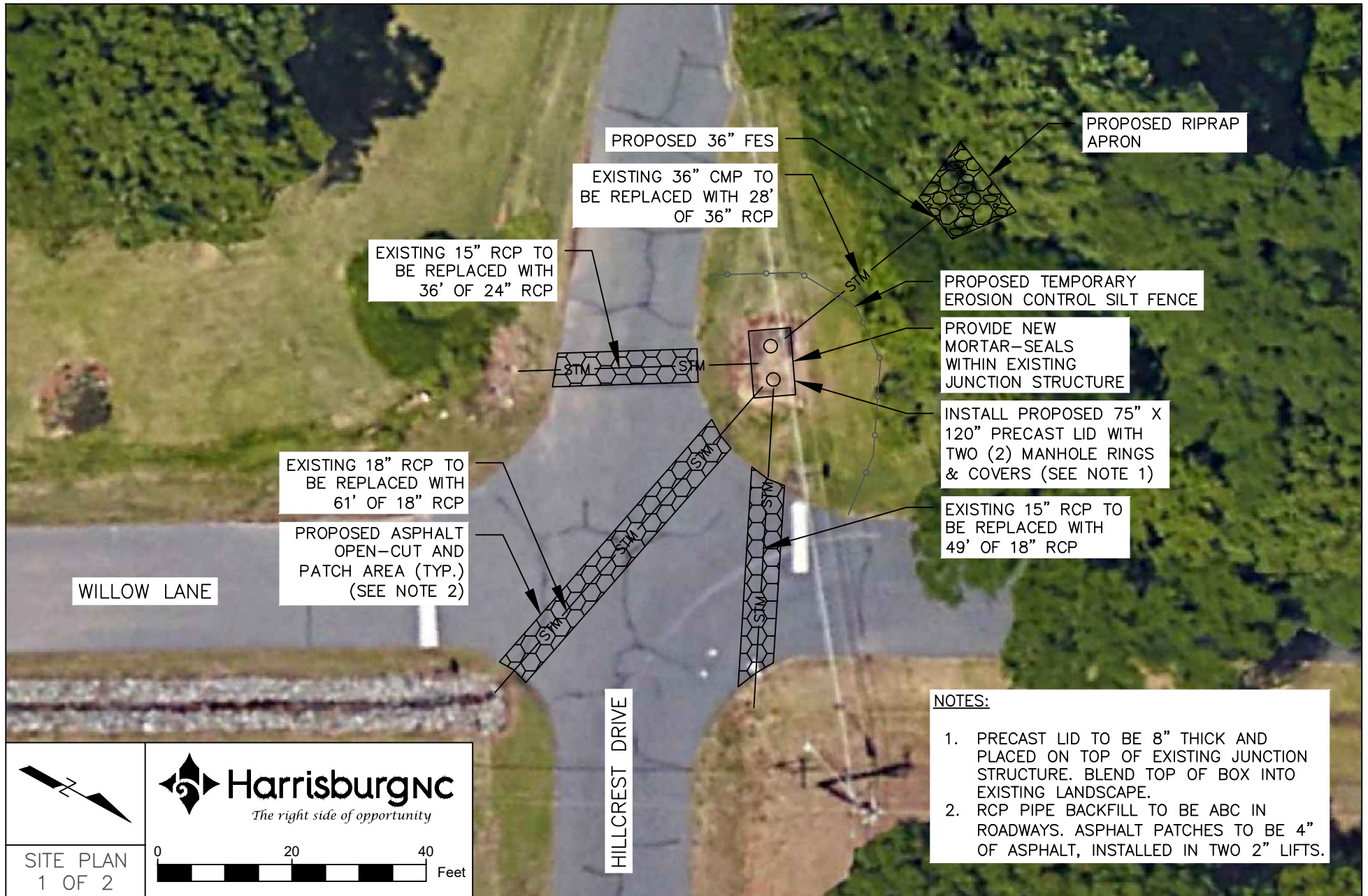
License No.: _____

(where applicable)



Project Hillcrest Dr and Willow Ln Stormwater Improvements

				Carolina Siteworks, Inc.		GreenWater Development, Inc.		Mountaineer Contractors, Inc.		Pressley Site Works, LLC		Southeast Select Civil Construction, LLC	
Bid Item	Item Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization (5%)	1	LS	\$ 1,014.49	\$ 1,014.49	\$ 3,792.00	\$ 3,792.00	\$ 7,325.00	\$ 7,325.00	\$ 5,255.11	\$ 5,255.11	\$ 7,777.00	\$ 7,777.00
2	Traffic Control	1	LS	\$ 724.64	\$ 724.64	\$ 2,500.00	\$ 2,500.00	\$ 18,250.00	\$ 18,250.00	\$ 6,521.15	\$ 6,521.15	\$ 9,947.00	\$ 9,947.00
3	Erosion Control	1	LS	\$ 3,902.90	\$ 3,902.90	\$ 5,014.00	\$ 5,014.00	\$ 18,420.00	\$ 18,420.00	\$ 6,298.53	\$ 6,298.53	\$ 9,992.00	\$ 9,992.00
4	Comprehensive Grading	1	LS	\$ 5,931.16	\$ 5,931.16	\$ 19,601.00	\$ 19,601.00	\$ 16,700.00	\$ 16,700.00	\$ 48,573.78	\$ 48,573.78	\$ 28,837.00	\$ 28,837.00
5	Aggregate Base Course	175	TN	\$ 53.77	\$ 9,409.75	\$ 46.00	\$ 8,050.00	\$ 65.00	\$ 11,375.00	\$ 42.89	\$ 7,505.75	\$ 58.00	\$ 10,150.00
6	Junction Structure Mortar-Seal Repair	1	LS	\$ 362.32	\$ 362.32	\$ 300.00	\$ 300.00	\$ 4,600.00	\$ 4,600.00	\$ 750.21	\$ 750.21	\$ 7,910.00	\$ 7,910.00
7	18" R.C. Pipe Culverts, Class III	138	LF	\$ 124.00	\$ 17,112.00	\$ 68.00	\$ 9,384.00	\$ 125.00	\$ 17,250.00	\$ 72.85	\$ 10,053.30	\$ 171.00	\$ 23,598.00
8	24" R.C. Pipe Culverts, Class III	72	LF	\$ 168.70	\$ 12,146.40	\$ 114.00	\$ 8,208.00	\$ 155.00	\$ 11,160.00	\$ 88.26	\$ 6,354.72	\$ 277.00	\$ 19,944.00
9	36" R.C. Flared End Section (CLDS 20.22)	1	EA	\$ 4,137.38	\$ 4,137.38	\$ 3,151.00	\$ 3,151.00	\$ 4,670.00	\$ 4,670.00	\$ 4,589.09	\$ 4,589.09	\$ 3,983.00	\$ 3,983.00
10	75" x 120" Precast Lid with Two (2) Manhole Rings & Covers	1	EA	\$ 6,516.67	\$ 6,516.67	\$ 3,733.00	\$ 3,733.00	\$ 5,460.00	\$ 5,460.00	\$ 5,689.21	\$ 5,689.21	\$ 5,999.00	\$ 5,999.00
11	Asphalt Concrete Intermediate Course, Type I 19.0 C	13	TN	\$ 390.58	\$ 5,077.54	\$ 253.00	\$ 3,289.00	\$ 260.00	\$ 3,380.00	\$ 202.97	\$ 2,638.61	\$ 435.00	\$ 5,655.00
12	Riprap (Class A and Class B)	35	TN	\$ 64.35	\$ 2,252.25	\$ 59.00	\$ 2,065.00	\$ 150.00	\$ 5,250.00	\$ 55.64	\$ 1,947.40	\$ 120.00	\$ 4,200.00
13	Concrete Driveway Repair (6" Depth)	50	SY	\$ 109.06	\$ 5,453.00	\$ 70.00	\$ 3,500.00	\$ 170.00	\$ 8,500.00	\$ 96.00	\$ 4,800.00	\$ 110.00	\$ 5,500.00
14	Tree Removal	1	EA	\$ 579.71	\$ 579.71	\$ 1,549.00	\$ 1,549.00	\$ 8,750.00	\$ 8,750.00	\$ 1,126.26	\$ 1,126.26	\$ 570.00	\$ 570.00
15	36" R.C. Pipe Culverts, Class III	28	LF	\$ 247.77	\$ 6,937.56	\$ 196.00	\$ 5,488.00	\$ 285.00	\$ 7,980.00	\$ 215.88	\$ 6,044.64	\$ 410.00	\$ 11,480.00
Contract Price					\$ 81,557.77		\$ 79,624.00		\$ 149,070.00		\$ 118,147.76		\$ 155,542.00
10% Contingency					\$ 8,155.78		\$ 7,962.40		\$ 14,907.00		\$ 11,814.78		\$ 15,554.20
Total Contract Price					\$ 89,713.55		\$ 87,586.40		\$ 163,977.00		\$ 129,962.54		\$ 171,096.20





TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Acceptance of Asphalt and Storm Drainage Systems in Phase 1&2 of the Grantham Subdivision

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

Motion to approve the resolution accepting Phase 1&2 of the Grantham Subdivision into the Town's street and stormwater maintenance system including Deerpark Court, Greenvale Drive, Ireland Way, Oldstone Drive, and Parkhall Drive, with a value of \$1,390,448 in asphalt, curb, gutter, and sidewalk, and \$328,502 in stormwater infrastructure.

Description/Background:

Grantham is an existing subdivision in the Town of Harrisburg. The Town has reviewed and inspected all of the infrastructure and improvements associated with Phases 1&2 of this subdivision and recommends acceptance of the streets and storm drainage network into the Town's maintenance system.

Along with acceptance of the roads and stormwater infrastructure, the Town must also accept a value of those assets to properly account for them in the Town's financial records. Based on the attached engineer's cost estimate, the value has been determined to be \$1,390,448 in asphalt, curb, gutter, and sidewalk, and \$328,502 in stormwater infrastructure.

Recommendation:

Staff recommends approval of the attached resolution to accept Phase 1&2 of the Grantham Subdivision and the associated streets and stormwater infrastructure into the Town's maintenance system.

Fiscal Impact:

There is no direct fiscal impact to the Town for taking over these streets aside from the lighting operation and maintenance costs and the future maintenance costs of the streets and storm drainage system. The engineer's estimate for the improvements is \$1,390,448 in asphalt, curb, gutter, and sidewalk, and \$328,502 in stormwater infrastructure, totaling \$1,718,950 in improvements for Phase 1&2 in Grantham.

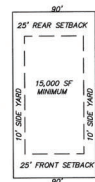
In the next fiscal year, the Town will begin to collect Powell Bill funds for the street miles associated with this acceptance.

Attachments:

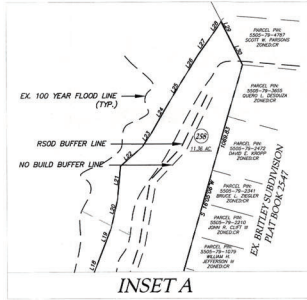
1. Grantham Ph1&2 - Map 8.5x11
2. Grantham Ph1&2 - Engineer Estimate 2-24-2023
3. Grantham Ph1&2 - Council Resolution for Acceptance

SITE DATA:

1. PARCEL PIN = 5305-67-2161
PARCEL ZONING = CZ-RM-1 (PER TOWN OF HARRISBURG 3/9/15)
TOTAL AREA = ±180.22 ACRES
2. TOTAL NUMBER OF LOTS = 258
CABARRUS COUNTY-235 LOTS, MECKLENBURG COUNTY-23 LOTS
(PER APPROVED REZONING: CABARRUS COUNTY-235 LOTS,
MECKLENBURG COUNTY-23 LOTS)
3. MINIMUM LOT SIZE = ±0.34 ACRES
4. AVERAGE LOT SIZE = ±0.41 ACRES
5. COMMON OPEN SPACE (COS) = 46.62 ACRES (25.9%)
'ACTIVE' COMMON OPEN SPACE = 6.81 ACRES
6. TYPICAL LOT DIMENSIONS = 90' x 167'
7. SIDEWALKS SHALL BE PROVIDED AS REQUIRED ON BOTH SIDES
OF ALL PROPOSED STREETS.
8. A TREE SURVEY SHALL BE PROVIDED TO LOCATE HERITAGE
TREES AS PART OF THE PROJECT DESIGN.
9. LARGE MATURING AND ORNAMENTAL TREES SHALL BE PROVIDED
AT 100 FT ON CENTER.
10. STREET A AND LINK/NOSE RATIO SHALL BE MODIFIED AS
REQUIRED TO MEET TOWN REQUIREMENTS PENDING
COORDINATION WITH ADJACENT DEVELOPMENT.
11. A MINIMUM OF 6.575 AC OF ACTIVE OPEN SPACE SHALL BE
PROVIDED TO MEET THE INTENT OF ARTICLE 6.5.3.7 OF THE UDO.
12. A 25' GREENWAY EASEMENT SHALL BE PROVIDED IN THE COS
AREA ALONG REEDY CREEK. THE EXACT LOCATION WILL BE
DETERMINED IN CONJUNCTION WITH THE TOWN.
13. SURVEY PROVIDED BY:
ROBERT DEEMAN, PLS#3899
3704 NC HIGHWAY #16 NORTH
P.O. BOX 494 - DENVER, NC 28037
PHONE: 704-483-4908
14. TOPOGRAPHY OUTSIDE SURVEY PROVIDED WITH:
CABARRUS COUNTY LIDAR
MECKLENBURG COUNTY LIDAR

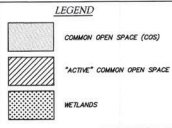


TYPICAL LOT SETBACKS



INSET A

NOTE:
ALL PIPES (STORM, SEWER, & WATER)
TO BE INSTALLED IN THE GROUND
SHALL INCLUDE A TRACER WIRE.

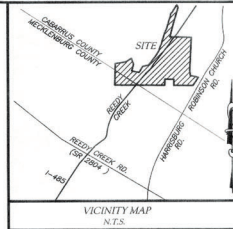
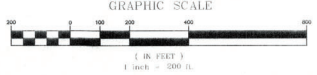
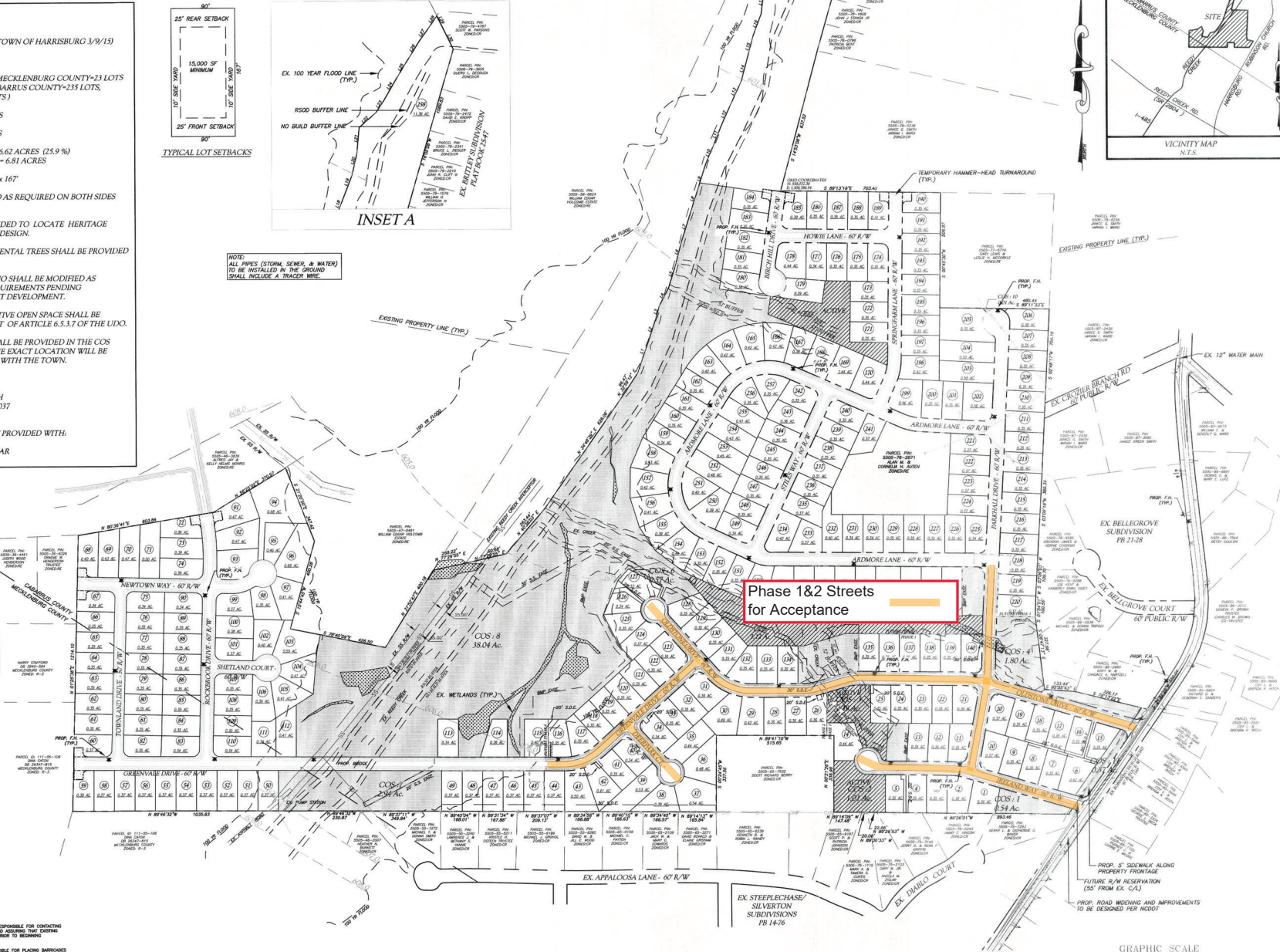


Course	Bearing	Distance
1	N 10°00'00" E	140.10
2	N 89°00'00" E	112.30
3	N 10°00'00" E	112.30
4	N 89°00'00" E	112.30
5	N 10°00'00" E	112.30
6	N 89°00'00" E	112.30
7	N 10°00'00" E	112.30
8	N 89°00'00" E	112.30
9	N 10°00'00" E	112.30
10	N 89°00'00" E	112.30
11	N 10°00'00" E	112.30
12	N 89°00'00" E	112.30
13	N 10°00'00" E	112.30
14	N 89°00'00" E	112.30
15	N 10°00'00" E	112.30
16	N 89°00'00" E	112.30
17	N 10°00'00" E	112.30
18	N 89°00'00" E	112.30
19	N 10°00'00" E	112.30
20	N 89°00'00" E	112.30
21	N 10°00'00" E	112.30
22	N 89°00'00" E	112.30
23	N 10°00'00" E	112.30
24	N 89°00'00" E	112.30
25	N 10°00'00" E	112.30
26	N 89°00'00" E	112.30
27	N 10°00'00" E	112.30
28	N 89°00'00" E	112.30
29	N 10°00'00" E	112.30
30	N 89°00'00" E	112.30

811
Know what's below.
Call before you dig.

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING
APPROPRIATE AGENCIES AND OBTAINING THE EXISTING
UTILITIES ARE LOCATED PRIOR TO BEGINNING
CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES
USING FLASHING CANS, AS NECESSARY TO MAINTAIN SAFETY
TO THE PUBLIC.
3. ALL EXISTING UTILITIES CONCRETE OR METAL ARE TO
BE REPAIRED ACCORDING TO STANDARDS OF THE NORTH
CAROLINA DEPARTMENT OF TRANSPORTATION.
4. SHORING WILL BE ACCORDING TO OSHA TRENCHING
REQUIREMENTS THAT EXCEED SURVEY, IF AS MARKED.

MATCH LINE - SEE INSET A



LWE
LATHAM-WALTERS
ENGINEERING, INC.
N.C. CORP. LIC. C-1815
15507-A NORTH CROSS DRIVE
HUNTERVILLE, N.C. 28078
PHONE: (704) 895-8484
FAX: (704) 237-4362

AUGUST 21, 2016
DATE

ROBINSON CHURCH
(CHARLOTTE)
ASLI VII, LLC
923 N. PENNSYLVANIA AVENUE
WINTER PARK, FL 32789
PHONE: (407) 628-8488
FAX: (407) 644-3115
asli@asli.com

GRANTHAM SUBDIVISION PHASE 1-2
ROBINSON CHURCH ROAD, HARRISBURG, NC 28075
OVERALL SITE PLAN

REVISIONS
REV. 1: 09/15/16
REVISED PER TOWNSHIP OF HARRISBURG
COMMENTS
REV. 1: 08/03/16
REVISED PER TOWNSHIP OF HARRISBURG
COMMENTS
PROJECT NO. 2015.10
SCALE: 1"=200'
DRAWN BY: CLR
CHECKED BY: MBL

SHEET NO.
C1.0

Grantham Subdivision Phase 1 & 2 Road and Stormwater Estimate
 Prepared by Town of Harrisburg Engineering Staff

Description	Quantity	Unit	Unit Price Estimate	Total
15"	1100	LF	\$ 52.00	\$ 57,200
18"	585	LF	\$ 58.00	\$ 33,930
24"	666	LF	\$ 70.00	\$ 46,620
30"	198	LF	\$ 95.00	\$ 18,810
36"	369	LF	\$ 118.00	\$ 43,542
24" Headwall	2	EA	\$ 2,000.00	\$ 4,000
36" Headwall	4	EA	\$ 2,500.00	\$ 10,000
Direct Inlet	1	EA	\$ 2,200.00	\$ 2,200
Manhole	4	EA	\$ 2,200.00	\$ 8,800
Curb Inlet	35	EA	\$ 2,200.00	\$ 77,000
Double Curb Inlet	6	EA	\$ 4,400.00	\$ 26,400
	Stormwater Subtotal			\$ 328,502
Deerpark Court (327' at 24' Width)	872	SY	\$ 51.00	\$ 44,472
Greenvale Drive (897' at 24' Width)	2392	SY	\$ 51.00	\$ 121,992
Ireland Way (1,017' at 24' Width)	2712	SY	\$ 51.00	\$ 138,312
Oldstone Drive (2,347' at 24' Width)	6259	SY	\$ 51.00	\$ 319,192
Portion of Parkhall Drive (904' at 24' Width)	2411	SY	\$ 51.00	\$ 122,944
5' Concrete Sidewalk	6101	SY	\$ 55.00	\$ 335,561
ADA Ramps	34	EA	\$ 900.00	\$ 30,600
Curb and Gutter	11095	LF	\$ 25.00	\$ 277,375
	Pavement/Sidewalk Subtotal			\$ 1,390,448
Grand Total Engineer's Estimates for Road and Stormwater Improvements				\$ 1,718,950

This estimate is for the installed road and storm drainage improvements in Phase 1 & 2 of the Grantham Subdivision. Town Staff utilized 2021 construction contract invoices and bond estimates to determine rates, which include labor to construct.

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

BOOK 73 PAGE 104
BOOK 76 PAGE 15
BOOK 80 PAGE 93
REQUEST FOR TOWN OF
HARRISBURG TO ACCEPT
ASPHALT & STORM DRAINAGE SYSTEMS
DEERPARK COURT, GREENVALE DRIVE, IRELAND WAY,
OLDSTONE DRIVE, AND PARKHALL DRIVE
GRANTHAM SUBDIVISION PHASE 1 & 2

Whereas, this is to certify that the previous developer and original owner installed asphalt and storm drainage systems in Phase 1 & 2 of the Grantham Subdivision, including Deerpark Court, Greenvale Drive, Ireland Way, Oldstone Drive and a portion of Parkhall Drive, which are recorded in Book 73 Page 104, dated June 30, 2017 and Book 76 Page 15, dated February 9, 2018 and Book 80 Page 93, dated June 7, 2019; and labeled as 60' Public Right-of-Way; and labeled as Deerpark Court, Greenvale Drive, Ireland Way, Oldstone Drive and Parkhall Drive; and are located in the Town of Harrisburg,

Whereas, existing right of way is measured 60 feet wide from road center,

Whereas, asphalt, curb, gutter, and sidewalk (\$1,390,448) and storm drainage systems (\$328,502) have been installed on these streets in Phase 1 & 2 of the Grantham Subdivision to the standards and specifications of the Town of Harrisburg Engineering Department,

Whereas, the Town of Harrisburg desires to accept the asphalt and storm drainage system from the developer, to be owned and maintained as part of the Town's public roadway and storm drainage systems.

The Town of Harrisburg seeks to accept the above mentioned asphalt, curb, gutter and sidewalk and storm drainage systems for Phase 1 & 2 of the Grantham Subdivision into the Town's systems, to be owned and maintained as a part of the Town's public roadway and drainage systems.

Adopted this 13th day of March, 2023

Jennifer Teague, Mayor

Attest:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Acceptance of Asphalt and Storm Drainage Systems in the Caldwell Townhomes Subdivision

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved:

Motion to approve the resolution accepting Caldwell Townhomes Subdivision into the Town's street and stormwater maintenance system including Farmington Ridge Parkway, River Ridge Drive, and River Meadow Court, with a value of \$771,693 in asphalt, curb, gutter, and sidewalk, and \$204,326 in stormwater infrastructure.

Description/Background:

Caldwell Townhomes is an existing subdivision in the Town of Harrisburg. The Town has reviewed and inspected all of the infrastructure and improvements associated with this subdivision and recommends acceptance of the streets and storm drainage network into the Town's maintenance system.

Along with acceptance of the roads and stormwater infrastructure, the Town must also accept a value of those assets to properly account for them in the Town's financial records. Based on the attached engineer's cost estimate, the value has been determined to be \$771,693 in asphalt, curb, gutter, and sidewalk, and \$204,326 in stormwater infrastructure.

Recommendation:

Staff recommends approval of the attached resolution to accept Caldwell Townhomes Subdivision and the associated streets and stormwater infrastructure into the Town's maintenance system.

Fiscal Impact:

There is no direct fiscal impact to the Town for taking over these streets aside from the lighting operation and maintenance costs and the future maintenance costs of the streets and storm drainage system. The engineer's estimate for the improvements is \$771,693 in asphalt, curb, gutter, and sidewalk, and \$204,326 in stormwater infrastructure, totaling \$976,019 in improvements in Caldwell Townhomes.

In the next fiscal year, the Town will begin to collect Powell Bill funds for the street miles associated with this acceptance.

Attachments:

1. Caldwell Townhomes - Council Resolution for Acceptance
2. Caldwell Townhomes - Engineer Estimate 2-24-2023
3. Caldwell Townhomes - Map 8.5x11

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

BOOK 82 PG 3
BOOK 84 PG 35
REQUEST FOR TOWN OF
HARRISBURG TO ACCEPT
ASPHALT & STORM DRAINAGE SYSTEMS
FARMINGTON RIDGE PARKWAY, RIVER RIDGE DRIVE, RIVER MEADOW DRIVE
CALDWELL TOWNHOMES SUBDIVISION PHASES 1-2

Whereas, this is to certify that the previous developer and original owner installed asphalt and storm drainage systems in the Caldwell Townhomes Subdivision, including Farmington Ridge Parkway, River Ridge Drive, River Meadow Court, which are recorded in Book 82 Page 3, dated October 17, 2019; and Book 84 Page 35, dated May 15, 2020, and labeled as variable, 50', and 50' Public Right-of-Way respectfully, within the Town of Harrisburg, North Carolina.

Whereas, existing right of way is measured 50 feet wide from road center,

Whereas, asphalt, curb, gutter, and sidewalk (\$771,693) and storm drainage systems (\$204,326) have been installed on these streets in the Caldwell Townhomes Subdivision to the standards and specifications of the Town of Harrisburg Engineering Department,

Whereas, the Town of Harrisburg desires to accept the asphalt and storm drainage system from the developer, to be owned and maintained as part of the Town's public roadway and storm drainage systems.

The Town of Harrisburg seeks to accept the above mentioned asphalt, curb, gutter and sidewalk and storm drainage systems for the Caldwell Townhomes Subdivision into the Town's systems, to be owned and maintained as a part of the Town's public roadway and drainage systems.

Adopted this 13th day of March, 2023

Jennifer Teague, Mayor

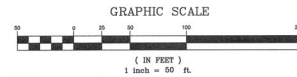
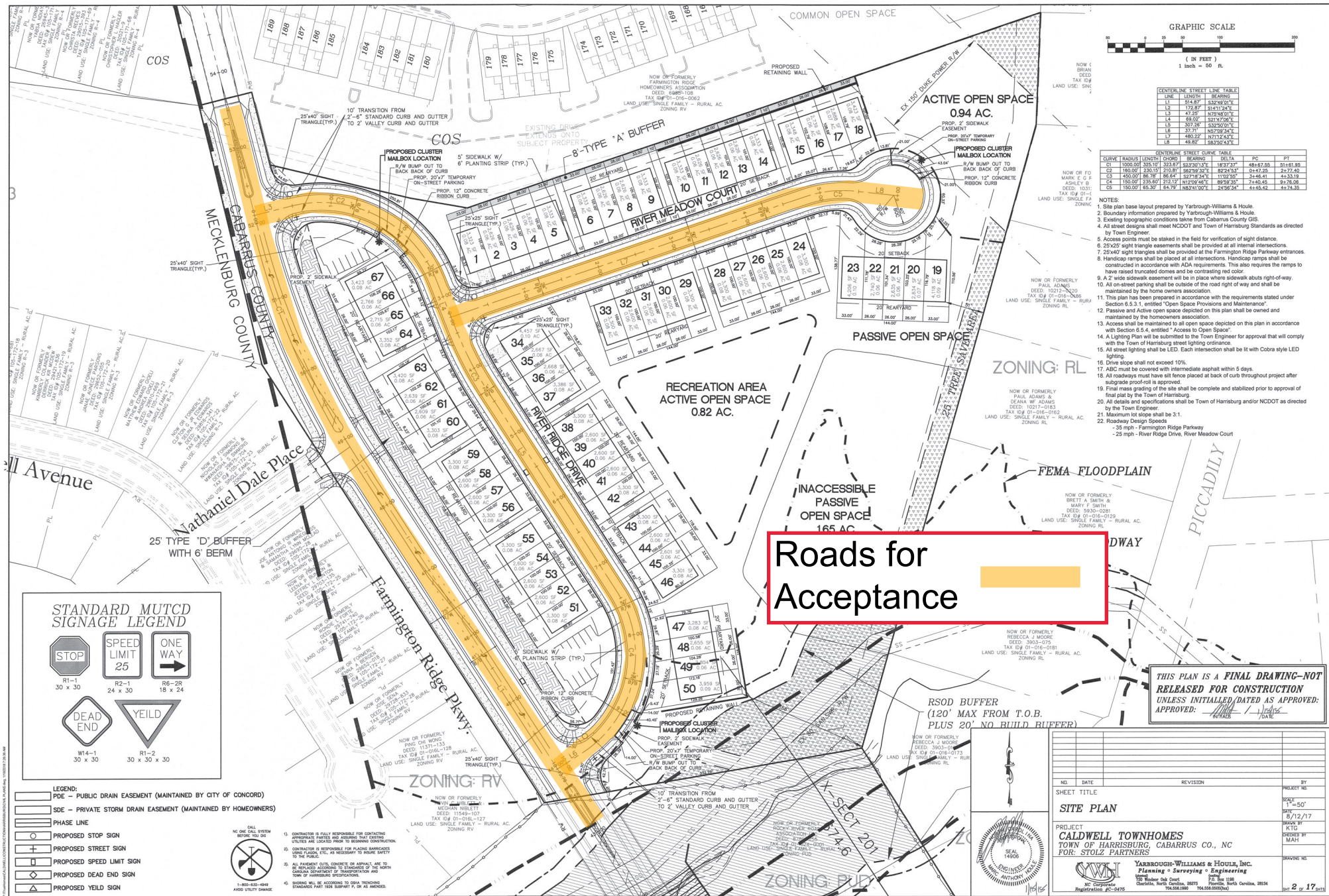
Attest:

Janet Rackley, Town Clerk

Caldwell Townhomes Subdivision Road and Stormwater Estimate
 Prepared by Town of Harrisburg Engineering Staff

Description	Quantity	Unit	Unit Price Estimate	Total
15"	1076	LF	\$ 52	\$ 55,952
18"	167	LF	\$ 58	\$ 9,686
24"	62	LF	\$ 70	\$ 4,340
30"	36	LF	\$ 95	\$ 3,420
36"	111	LF	\$ 118	\$ 13,098
42"	370	LF	\$ 145	\$ 53,650
48"	15	LF	\$ 172	\$ 2,580
Curb Inlet	28	EA	\$ 2,200	\$ 61,600
	Stormwater Subtotal			\$ 204,326
Farmington Ridge Parkway (1000' at 36' Width)	4000	SY	\$ 51	\$ 204,000
River Ridge Drive (973' at 20' Width)	2162	SY	\$ 51	\$ 110,273
River Meadow Court (614' at 20' Width)	1364	SY	\$ 51	\$ 69,587
Asphalt Path	1624	LF	\$ 75	\$ 121,800
5' Concrete Sidewalk	1873	SY	\$ 55	\$ 103,033
ADA Ramps	24	EA	\$ 900	\$ 21,600
Curb and Gutter	5656	LF	\$ 25	\$ 141,400
	Pavement/Sidewalk Subtotal			\$ 771,693
Grand Total Engineer's Estimates for Road and Stormwater Improvements				\$ 976,019

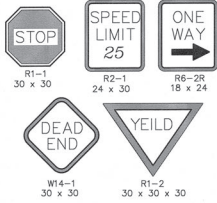
This estimate is for the installed road and storm drainage improvements in the Caldwell Townhomes Subdivision. Town Staff utilized 2021 construction contract invoices and bond estimates to determine rates, which include labor to construct.



CENTERLINE STREET CURVE TABLE									
LINE	LENGTH	BEARING	DELTA	PC	PY	PT	PI	PERCENT	AREA
L1	151.57	S42°42'01"	173.27	48482.55	31465.93				
L2	175.87	S41°11'24"	173.27	48482.55	31465.93				
L3	47.25	N72°48'01"	173.27	48482.55	31465.93				
L4	64.02	S41°11'24"	173.27	48482.55	31465.93				
L5	307.39	S42°42'01"	173.27	48482.55	31465.93				
L6	317.77	N72°48'01"	173.27	48482.55	31465.93				
L7	480.32	N71°12'53"	173.27	48482.55	31465.93				
L8	484.82	S42°42'01"	173.27	48482.55	31465.93				

- NOTES:
- Site plan base layout prepared by Yarbrough-Williams & Houle.
 - Boundary information prepared by Yarbrough-Williams & Houle.
 - Existing topographic conditions taken from Cabarrus County GIS.
 - All street designs shall meet NC DOT and Town of Harrisburg Standards as directed by Town Engineer.
 - Access points must be staked in the field for verification of sight distance.
 - 25x25' sight triangle easements shall be provided at all internal intersections.
 - 25x40' sight triangles shall be provided at the Farmington Ridge Parkway entrances.
 - Handicap ramps shall be placed at all intersections. Handicap ramps shall be constructed in accordance with ADA requirements. This also requires the ramps to have raised truncated domes and be contrasting red color.
 - 9.4' wide sidewalk easement will be in place where sidewalk abuts right-of-way.
 - All on-street parking shall be outside of the road right of way and shall be maintained by the homeowners association.
 - This plan has been prepared in accordance with the requirements stated under Section 5.5.1, entitled "Open Space Provisions and Maintenance".
 - Passive and Active open space depicted on this plan shall be owned and maintained by the homeowners association.
 - Access shall be maintained to all open space depicted on this plan in accordance with Section 5.5.4, entitled "Access to Open Space".
 - A Lighting Plan will be submitted to the Town of Harrisburg for approval that will comply with the Town of Harrisburg street lighting ordinance.
 - All street lighting shall be LED. Each intersection shall be lit with Cobra style LED lighting.
 - Drive slope shall not exceed 10%.
 - ABC must be covered with intermediate asphalt within 5 days.
 - All roadways must have all fence placed at back of curb throughout project after subgrade proof-roll is approved.
 - Final mass grading of the site shall be complete and stabilized prior to approval of final plat by the Town of Harrisburg.
 - All details and specifications shall be Town of Harrisburg and/or NCDOT as directed by the Town Engineer.
 - Maximum lot slope shall be 3:1.
 - Roadway Design Speeds:
 - 35 mph - Farmington Ridge Parkway
 - 25 mph - River Ridge Drive, River Meadow Court

STANDARD MUTCD SIGNAGE LEGEND



- LEGEND:
- PDE - PUBLIC DRAIN EASEMENT (MAINTAINED BY CITY OF CONCORD)
 - SDE - PRIVATE STORM DRAIN EASEMENT (MAINTAINED BY HOMEOWNERS)
 - PHASE LINE
 - PROPOSED STOP SIGN
 - PROPOSED STREET SIGN
 - PROPOSED SPEED LIMIT SIGN
 - PROPOSED DEAD END SIGN
 - PROPOSED YIELD SIGN



- CONTRACTOR IS FULLY RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRIERS, CONES, FLARE, ETC. AS NECESSARY TO MAINTAIN SAFETY TO THE PUBLIC.
- ALL PAYMENTS DUE, CONCRETE OR ASPHALT, ARE TO BE MADE ACCORDING TO STANDARD SPECIFICATIONS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND SHALL BE MADE TO THE TOWN OF HARRISBURG.
- SHOULDER WILL BE ACCORDING TO CONCRETE STANDARD SPECIFICATIONS PART 100 SUBSECTION P, OR AS DIRECTED.

Roads for Acceptance

THIS PLAN IS A FINAL DRAWING-NOT RELEASED FOR CONSTRUCTION UNLESS INITIALED/DATED AS APPROVED: APPROVED: [Signature] DATE: 1/1/2015

REVISION			
NO.	DATE	REVISION	BY
1	1/1/2015	ISSUED FOR PERMIT	WILLIAM
2	1/1/2015	ISSUED FOR PERMIT	WILLIAM
3	1/1/2015	ISSUED FOR PERMIT	WILLIAM
4	1/1/2015	ISSUED FOR PERMIT	WILLIAM
5	1/1/2015	ISSUED FOR PERMIT	WILLIAM
6	1/1/2015	ISSUED FOR PERMIT	WILLIAM
7	1/1/2015	ISSUED FOR PERMIT	WILLIAM
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15	1/1/2015	ISSUED FOR PERMIT	WILLIAM
16	1/1/2015	ISSUED FOR PERMIT	WILLIAM
17	1/1/2015	ISSUED FOR PERMIT	WILLIAM
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19	1/1/2015	ISSUED FOR PERMIT	WILLIAM
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30	1/1/2015	ISSUED FOR PERMIT	WILLIAM
31	1/1/2015	ISSUED FOR PERMIT	WILLIAM
32	1/1/2015	ISSUED FOR PERMIT	WILLIAM
33	1/1/2015	ISSUED FOR PERMIT	WILLIAM
34	1/1/2015	ISSUED FOR PERMIT	WILLIAM
35	1/1/2015	ISSUED FOR PERMIT	WILLIAM
36	1/1/2015	ISSUED FOR PERMIT	WILLIAM
37	1/1/2015	ISSUED FOR PERMIT	WILLIAM
38	1/1/2015	ISSUED FOR PERMIT	WILLIAM
39	1/1/2015	ISSUED FOR PERMIT	WILLIAM
40	1/1/2015	ISSUED FOR PERMIT	WILLIAM
41	1/1/2015	ISSUED FOR PERMIT	WILLIAM
42	1/1/2015	ISSUED FOR PERMIT	WILLIAM
43	1/1/2015	ISSUED FOR PERMIT	WILLIAM
44	1/1/2015	ISSUED FOR PERMIT	WILLIAM
45	1/1/2015	ISSUED FOR PERMIT	WILLIAM
46	1/1/2015	ISSUED FOR PERMIT	WILLIAM
47	1/1/2015	ISSUED FOR PERMIT	WILLIAM
48	1/1/2015	ISSUED FOR PERMIT	WILLIAM
49	1/1/2015	ISSUED FOR PERMIT	WILLIAM
50	1/1/2015	ISSUED FOR PERMIT	WILLIAM



YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
1000 North 11th Street, Suite 100
Charlotte, North Carolina, 28203
704.558.1880 704.558.0000(fax)



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2023-01-TA: Consider UDO text amendment to add a separation requirement for Tobacco Stores, Vapor Shops, and the sale of CBD and Hemp Based Products from each other and certain other uses, to add a definition for “CBD and Hemp Based Products” and include it on the list of Permitted Uses allowed by special use permit.

Presenting Personnel:

Zac Gordon, Planning Director

Suggested Motion or Action:

For approval, the following motion is suggested:

Motion to approve Text Amendment H-2023-01-TA, as presented by staff, to add a separation requirement for Tobacco Stores, Vapor Shops, and the retail sale of CBD and Hemp-Based Products from each other and certain other uses, to add a definition for “CBD and Hemp Based Products” and include on the list of Permitted Uses allowed by special use permit.

Consistency Statement:

Based on the staff report and staff presentation, the proposed text amendment is consistent with the Harrisburg Area Land Use Plan, and it is reasonable and in the public interest.

For denial, the following motion is suggested:

Motion to deny Text Amendment H-2023-01-TA, as presented by staff, to add a separation requirement for Tobacco Stores, Vapor Shops, and the retail sale of CBD and Hemp-Based Products from each other and certain other uses, to add a definition for “CBD and Hemp Based Products” and include on the list of Permitted Uses allowed by special use permit.

Description/Background:

Background

Tobacco Store or Vapor Shop

When the new UDO was adopted on August 9, 2021, among the list of permitted Commercial Uses were: “Tobacco Store or Vapor Shop”. A Special Use Permit is required for either of these uses. However, there is no distance separation requirement for these uses; either from each other, or from other uses that may be negatively impacted due to their proximity to these uses. Currently, the UDO does include such separation requirements for “Electronic Gaming Establishments.” This separation distance is 1,500 feet. To ensure consistency among these uses (which both require a Special Use Permit), staff is proposing that “Tobacco and Vapor Shop” uses be subject to the same distance separation requirement (1,500 feet) that Electronic Gaming Establishments are currently required to meet; both from other “like” uses and from the following:

- Residentially used property
- Religious institution

- Public or private elementary or secondary school
- Cemetery
- Public park
- Day Care use category

CBD and Hemp Based Products

In addition to the adoption of distance separation requirements for “Tobacco or Vapor Shop” uses (from each other and certain other uses), staff is proposing that “CBD and Hemp Based Products” be subject to the same requirements, be defined in the UDO and added to the list of Permitted Uses allowed by special use permit

SEE ATTACHED STAFF REPORT FOR TEXT AMENDMENT DETAILS

Recommendation:

Staff Recommendation

Staff recommends Town Council approval of H-2023-01-TA. Staff believes that this text amendment will ensure the application of consistent standards within the UDO for separation distances between uses requiring a special use permit (Tobacco Stores Vapor Shops and the retail sale of CBD and hemp-based products) and other uses which may be negatively impacted by such uses. Staff also believes that the proposed amendment is consistent with the Harrisburg Area Land Use Plan - specifically, the objective to "Promote High Quality Development to maintain property values and protect property owner's investments", as well as recommendation LU-6: Focus on Quality, which encourages the town to "improve the appearance of the NC-49 corridor".

Planning and Zoning Board Recommendation

At its February 21, 2023 regular meeting, the Planning and Zoning Board voted unanimously to endorse the proposed text amendment H-2023-01-TA and to recommend Town Council approval.

Fiscal Impact:

None

Attachments:

1. H-2023-01 Staff Report to TC



Town of Harrisburg
Planning and Zoning Department
Staff Report – Town Council
Text Amendment H-2023-01-TA

DATE: February 21, 2023

SUBJECT:

H-2023-01-TA: UDO text amendment to add a separation requirement for Tobacco Stores, Vapor Shops, and the sale of CBD and Hemp Based Products from each other and certain other uses, to add a definition for “CBD and Hemp Based Products” and include on the list of Permitted Uses allowed by special use permit.

Applicant: Staff Text Amendment

Staff Report Prepared by: Zac Gordon, Planning Director

Neighborhood Meeting: N/A

BACKGROUND:

Tobacco Store or Vapor Shop

When the new UDO was adopted on August 9, 2021, among the list of permitted Commercial Uses were: “Tobacco Store or Vapor Shop”. A Special Use Permit is required for either of these uses. However, there is no separation requirement for these uses; either from each other, or from other uses that may be negatively impacted due to their proximity to these uses. Currently, the UDO does include such separation requirements for “Electronic Gaming Establishments.” This separation distance is 1,500 feet. To ensure consistency among these uses (which both require a Special Use Permit) staff is proposing that “Tobacco and Vapor Shop” uses be subject to the same separation distance requirement (1,500 feet) that Electronic Gaming Establishments are currently required to meet; from “like” uses and from:

- Residentially used property
- Religious institution
- Public or private elementary or secondary school
- Cemetery
- Public park
- Day Care use category

CBD and Hemp Based Products

In addition to the adoption of distance separation requirements for “Tobacco Stores” or “Vapor Shops”, staff is proposing that “CBD and Hemp Based Products” be subject to the same requirements and be added to the list of allowed Commercial Uses (subject to the granting of a Special Use Permit). A definition for “CBD and Hemp Based Products,” is also proposed for adoption.

The text for the proposed text amendment (including a definition for CDB and Hemp Based Products) is noted below.

Proposed Text Amendment

140.04.04.U Tobacco Store or Vapor Shop

1. **Applicability.** The provisions of this Section shall apply to principal or accessory uses.
2. **Separation from Other Establishments.** No tobacco store or vapor shop establishment shall be located within 1,500 feet of any other tobacco store, vapor shop or establishment which sells CBD and Hemp Based Products (as defined in this Ordinance), residentially used property, religious institutions, public or private elementary or secondary schools, cemeteries, public parks, or daycare uses.

140.04.04.V CBD and Hemp Based Products

1. **Applicability.** The provisions of this Section shall apply to principal or accessory uses.
2. **Separation from Other Establishments.** No store or establishment that sells CDB and Hemp Based Products shall be located within 1,500 feet of any other store or establishment that sells CDB and Hemp Based Products, residentially used property, religious institutions, public or private elementary or secondary schools, cemeteries, public parks, or day care uses.

§ 148.02 Definitions

CBD and Hemp Based Products. A business establishment for which more than 50 percent (50%) of sales are based on the retail sale of products related to or derived from CBD oil (cannabidiol) or hemp. This includes, but is not limited to oils, vitamins, supplements, food, personal care, and garments.

Table 140.02.02-2, Permitted Uses by Nonresidential and Mixed-Use Zoning District										
Key	TND - Traditional Neighborhood Development TOD - Transit-Oriented Development	P – Permitted by Right S – Permitted as Special Use				-- – Prohibited Use P(L) – Permitted with Limitations				
Use Category	Specific Use	Zoning Districts and Development Types								Standards
		MU		CC	O-I	NC	GC	CD	EC	
		TND	TOD							
Commercial										
Retail Repair, Sales, and Service Uses	Auction House (General Merchandise)	--	--	--	--	--	P	--	--	N/A
	Cemetery Monument Sales	--	--	--	--	--	P	--	--	N/A
	Funeral Home	--	--	S	P	--	P	P	--	N/A
	Lawn and Garden Supply (without outdoor display or storage)	--	--	P	--	--	P	P	P	N/A
	Lawn and Garden Supply (with outdoor display or storage)	--	--	--	--	--	S	S	S	140.04.06.D
	Liquor Sales (ABC Store)	S	S	--	--	--	P	P	--	140.04.06.D
	Shopping Center	P(L)	P(L)	--	--	P(L)	P(L)	P(L)	--	140.04.04.K
	Pawnshop	--	--	S	--	--	P	--	--	140.04.06.D
	Tobacco Store or Vapor Shop	--	--	--	--	--	S	--	--	140.04.06.D 140.04.04.U
	CBD and Hemp Based Products	--	--	--	--	--	S	--	--	140.04.04.V
	All Other Retail Sales and Service	--	--	P	--	P	P	--	--	N/A

KEY: ~~Strikethrough~~ – Deleted Text; **New Text**

STAFF RECOMMENDATION:

Staff recommends Town Council approval of H-2023-01-TA. Staff believes that this text amendment will ensure the application of consistent standards within the UDO for separation distances between uses requiring a special use permit (Tobacco Stores Vapor Shops and the retail sale of CBD and Hemp Based Products) and other uses which may be negatively impacted by such uses. Staff also believes that the proposed amendment is consistent with the Harrisburg Area Land Use Plan - specifically, the objective to "Promote High Quality Development to maintain property values and protect property owner's investments", as well as recommendation LU-6: Focus on Quality, which encourages the town to "improve the appearance of the NC-49 corridor".

PLANNING AND ZONING BOARD RECOMMENDATION:

At its February 21, 2023 regular meeting, the Planning and Zoning Board voted unanimously to endorse the proposed text amendment H-2023-01-TA and to recommend Town Council approval.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2023 Budget Ordinance Amendment for Spring Youth Athletics

Presenting Personnel:

Jim Spina, Parks and Recreation Director

Suggested Motion or Action:

If approved:

Motion to approve the FY2023 Budget Ordinance Amendment for the Spring Youth Athletic Season totaling \$80,000.

Description/Background:

The Spring Youth Athletic Program, which encompasses baseball, softball and soccer for ages 3-17 is slated to begin in mid to late March. Program registration for the 2022-2023 seasons has increased significantly from last budget year (Fall 2021-Spring 2022). In preparation of the FY2023 budget, athletics' budget items were inadvertently underbudgeted. In addition, registration numbers for this Spring 2023 season are 2,383 participants. Due to this increase in participation for not only this spring season, but the Fall 2022 season, along with inaccurate budget projections, the current budget does not cover the remaining expenses to include: officials, equipment, end of season medals and port-a-jons at facilities with no restrooms (Holcomb Woods and behind Harrisburg elementary school). In addition, official fees for youth baseball and softball have increased as of January 1, 2023.

Recommendation:

Staff recommends that approval of the attached FY2023 Budget Ordinance Amendment.

Fiscal Impact:

The fiscal impact to the Town is increased planned expenditures of \$80,000 in total, \$35,000 for soccer and \$45,000 for baseball/softball. Approximately \$20,000 of this will be offset by additional revenues for these sports. Additionally, staff has identified approximately \$30,000 to pull from other areas of the Parks budget. Therefore, the remaining \$30,000 will need to be funded from contingency.

The funds will be allocated from the General Fund contingency account which has a current available balance of \$248,000. If approved, the available balance would be reduced to \$218,000 for the remainder of FY2023.

The March 13th meeting contains two requests for utilization of contingency funds. The combined impact of both items would reduce contingency to \$193,000.

Attachments:

1. Amendment - GF - Parks Spring Athletics 03132023



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 increased participation in Spring athletics and cost overruns on officials and uniforms.

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

Increase line item 100-5000-55702 Program Costs - Baseball/Softball	\$ 45,000
Increase line item 100-5000-55707 Program Costs - Soccer	\$ 35,000
Decrease line item 100-5000-55708 Programs	\$ 10,000
Decrease line item 100-5000-53900 Special Projects	\$ 10,000
Decrease line item 100-5000-55700 Program Costs - Adult	\$ 10,000
Decrease line item 100-8750-59500 Contingency	\$ 30,000

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

Increase line item 100-46200 Registration Fees – Baseball/Softball	\$ 5,000
Increase line item 100-46203 Registration Fees - Soccer	\$ 15,000

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 13th day of March, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

4100 Main Street, Suite 101, PO Box 100, Harrisburg, North Carolina 28075
t 704-455-5614 f 704-455-1206 harrisburgnc.org facebook.com/harrisburgnc