



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

**May 8, 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. Presentation of S.T.A.R. Awards to Town Employees
2. Improving Water Quality Presentation by Rusty Rozzelle

- 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 April 17, 2023, Town Council Meeting
- B. Consideration of Contract for Orchard Park Pump Station Improvements
- C. H-2022-16-R: Call for Public Hearing to consider request for annexation of property located at 9569 Rocky River Road (PIN 55062261700000) to be rezoned for a retirement residence.

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. Public Hearing for Consideration of FY2024 Budget Ordinance, Tax Rate, Schedule of Fees, and Capital Improvement Plan
- B. H-2022-18-R: Consider non-contiguous annexation and rezoning of a 5.59 acre parcel located at 9771 Robinson Church Road from Cabarrus County - CR (Countyside Residential) to Town of Harrisburg - RL (Residential Low Density).
- C. H-2023-02-R: Consider request for contiguous annexation and rezoning of property on Wedding Belle Court (PINs 5506-69-2600 and 5506-76-0274), consisting of 2.13 acres, from LDR (Low Density Residential) County Zoning to RM (Residential Medium) Town of Harrisburg Zoning.

5. OLD BUSINESS

- A. Consideration of Adoption of New Town Vision, Mission, Values, and Goals
- B. Consideration of Adoption of Updated Bylaws and Appropriate Dissolution of Town Advisory Boards and Committees.
- C. Consideration of Adoption of Operating Agreement with YMCA for New Harrisburg YMCA in Harrisburg Park.

6. NEW BUSINESS

- A. Consideration of Adoption of Ordinance Prohibiting Unmuffled Engine Compression Brakes within Town Limits
- B. Consideration of Approval of Water Purchase Contract with City of Concord

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 April 17, 2023, Town Council Meeting

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the April 17, 2023, Town Council Meeting.

Description/Background:

Attached are the minutes of the April 17, 2023 Town Council Meeting.

Recommendation:

Fiscal Impact:

Attachments:

1. April 17 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, April 17, 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, Ron Smith, Mike Thevenin, Rick Russo

ABSENT: Mayor Pro-Tem Maurice Price, Jr.

**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 add the Resolution Opposing SB317 and HB562 to the agenda under New Business as Item 6A. The second was made by Councilmember Patrick. **The motion passed 6-0.**

MOTION:

Councilmember Thevenin made a motion to approve the agenda as amended. The second was made by Councilmember Russo. **The motion passed 6-0.**

**1C.
INVOCATION**

Councilmember Thevenin conducted the invocation.

**1D.
PLEDGE OF ALLEGIANCE**

**1E.
SPECIAL PRESENTATIONS**

1. Town Manager, Rob Donham, presented his FY2024 Manager's Recommended Budget, including the budget ordinance, tax rate, fee schedule and capital improvement plan. A public hearing will be held on May 8th to consider adoption of this budget. The Manager's Recommended Budget can be found on the Town's website and if a physical copy is needed, please contact the Town Clerk.

**1F.
PUBLIC COMMENT**

None

**2.
CONSENT AGENDA**

- A. Consider the minutes of the February 25, 2023, Town Council Budget Workshop
- B. Consider the minutes of the March 13, 2023, Town Council Meeting

- C. Consider the minutes of the March 29, 2023, Town Council Budget Workshop
- D. Set the filing fees for the November 2023 Election
- E. Consider FY2023 Budget Ordinance Amendments to recognize HCYA contributions for Volunteer Appreciation Event and National Competition
- F. Set a public hearing for H2023-02, request for annexation of property to be rezoned located on Wedding Belle Court (PINs 5506-66-9260 and 5506-76-0274)
- G. Set a public hearing for H2022-18-R, request for annexation of property to be rezoned at 9771 Robinson Church Road
- H. Set a public hearing for May 8, 2023, for consideration of FY2024 proposed Budget Ordinance, Fee Schedule, Capital Improvement Plan, and Tax Rate

MOTION:

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

3A.

COMMUNICATIONS

TOWN MANAGER/FINANCE REPORT

Manager Report:

No comments

Finance Report:

Finance Director Brian Lee presented the Finance report.

Law Enforcement Report:

Lt. Nash presented the Law Enforcement report.

Fire Department Report:

Fire Chief Dunn presented the Fire Department report.

3B.

COMMUNICATIONS

MAYOR'S COMMENTS

- Recently attended Cabarrus Teen Summit. They came to learn about our roles in public service. We learned that some of their greatest concerns are around mental health.
- Also attended State Advocacy Day in Raleigh.
- Bubba's Bunkhouse Restaurant recently held their ribbon-cutting and we are pleased to have them here in Harrisburg.
- She and Councilmember Cotell attended Women Leading Cabarrus.
- Chaperoned about 250 8th graders on their trip to Washington, DC. Many had never been there before, and they had a great time.
- The Quarterly Cabarrus Summit will be held later this week and we look forward to that.

3C.

COUNCIL'S COMMENTS

Councilmember Russo

- Regarding the proposed Plaza and Parallel pedestrian facility, there is a document floating around that has 62 signatures against this right now.

Councilmember Dellinger

- The Lion's Club is a civic organization that does a lot of work in the community. They help the blind and also help Camp Thunderbird, along with many other things. They need new members. Many of the current members are aging, so if anyone is interested, they can contact him to get plugged in. They also hold a fish fry once a month and that would be a good time to talk to someone about joining.

Councilmember Smith

- All the recent strong winds have removed some of the striping on Veteran's. Can we see about getting that fixed? Lee Connor stated that he has already spoken to Mallory Hodgson about this, and she has contacted DOT about coming out to take care of this.

4A.

PUBLIC HEARING

None

5A.

OLD BUSINESS

Discussion of updates to Town Vision, Mission and Goals. Staff will provide updates to the Town Vision, Mission and Goals. These will be presented to Town Council for a vote at the May 8, 2023, Town Council Meeting. Deputy Town Manager, Lee Connor, presented the proposed Vision, Mission and Goals:

Vision

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

Mission

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

Core Values

Honesty and Trust

Commitment

Compassion

Community and Relationships

Collaboration

Accountability

Goals

- The Town of Harrisburg maintains a strong financial position.
- The Town of Harrisburg promotes and supports a dynamic and responsive local economy.
- The Town of Harrisburg provides safe, well-maintained, and dependable public facilities, systems, and services.
- The Town of Harrisburg communicates its goals, successes, and challenges to the community and serves as an advocate for the community.
- The Town of Harrisburg will actively and responsibly plan for our future with compassion and respect for our heritage.

Council will consider adopting these at the May 8th meeting.

5B.

OLD BUSINESS

Discussion of updates of analysis of Town Advisory Boards and Committees. Town Council directed staff to analyze all Town Advisory Boards and Committees in order to provide recommendations to Town Council on their viability and makeup. The Boards and Committees that were analyzed were the following:

- Planning and Zoning Board
- Parks & Recreation Advisory Board
- Fire Advisory Board
- Sustainability Advisory Board
- Arts, Culture and Heritage Committee
- Youth Council

After review of the analysis, staff is recommending that all boards and committees have a consistent make up of members and administrative policies. The application process will be standardized as well, so that an applicant can apply for more

than one board on the same application. Term lengths and limits will be the same for all boards and committees. The recommendations are as follows:

- All boards/committees will have 7 members, plus one ex-officio, non-voting member who would be sustainability focused.
- Terms would be for 2 years with a limit of 2 consecutive terms. Once a person is off a board/committee for 2 terms, they may apply to serve on that board/committee for 2 more terms.
- No ETJ member requirements, but no more than one per board/committee allowed from planning area.
- Term ending date for all to be consistent either at 6/30 or 9/30 (TBD).
- Quorum will be a minimum of 4 of the 7 members.
- Meeting attendance requirement of 75%.
- Fire Advisory Board and Sustainability Advisory Board to be eliminated.

Youth Council:

- Limit number of members to 25.
- 9th – 12th graders
- Enrolled in any public, private or home school within the Town of Harrisburg or reside within the Town of Harrisburg.
- Application period open 8/1 – 8/31.
- Year runs the length of the school year
- Run through the Parks and Recreation Department as a normal program. Parks and Recreation in coordination with Council and Town Manager would identify an adult advisor to be the program administrator, providing a stipend to perform the function.

All of these will come to Council at the May 8, 2023 meeting for consideration.

6A.

NEW BUSINESS

Consider a Resolution Opposing SB317 and HB562. Town Manager Rob Donham presented information concerning this resolution. These bills have good intentions but fall short of being what is needed to help solve the workforce housing crisis. In fact, there are things here that will actually create more problems, not only for workforce housing, but for municipalities as well. After some discussion, the following action was taken:

MOTION:

Councilmember Smith made a motion to adopt the proposed Resolution Opposing SB317 and HB562 as presented. Second was made by Councilmember Russo. **The motion passed 6-0.**

7.

ACTION ITEMS

- Take care of the striping on Veteran's bridge
- Make sure the proposed new Vision, Mission and Goals are put on social media so the public has a chance to see them

8.

ADJOURNMENT:

MOTION:

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

ATTEST:

Jennifer Teague, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract for Orchard Park Pump Station Improvements

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved, motion to award contract totaling \$70,834.98 to Carolina Lift Stations for the installation of a bypass pump for Orchard Park Pump Station

Description/Background:

The Orchard Park Pump Station (OPPS) is a pump station the Town maintains off of Fairgrove Lane that primarily serves the Orchard Park subdivision. The pump station sits directly next to Back Creek in a low-lying area. A sanitary sewer overflow at this location would be detrimental to stream health and water quality of Back Creek. Orchard Park was constructed in the early 90s, meaning the age of the pump station is approaching 35 years. With good maintenance, the useful life of a pump station is 20-30 years. The Town previously scheduled a capital improvement project to decommission OPPS, however, it was contingent on the construction of the WSACC Back Creek Sewer outfall. Construction for the outfall was anticipated to be complete in 2022, but due to capacity issues at the Rocky River Wastewater Treatment Plant and the primary funding source being Charlotte Water, parties opted to delay construction. With the inability to predict when it would be feasible to decommission the OPPS, staff determined a rehabilitation/upgrade project would be the best course of action. The most important component of the project was the installation of a bypass to have a mechanism of defense in the event of a sanitary sewer overflow or backup.

Recommendation:

Staff recommends approval of the attached contract for the Orchard Park Pump Station Upgrades in the amount of \$70,834.98

Fiscal Impact:

The fiscal impact of this project is \$70,834.98 which includes tax. Excluding tax, the total contract price is \$66,201. The budget for this project is \$65,000. Staff took all possible measures to stay below budget for this project, however, due to the cost of the fittings, the project is slightly over budget.

Staff have been able to exercise cost savings on other projects such that \$1,201 cost overrun of this project will not impact the overall Capital budget and does not require any budget modifications.

Staff attempted to competitively bid this project and solicited quotes from four vendors. Three of the four vendors were unable to perform the bypass work. Carolina Lift Station was the only responsive bidder able to perform the scope of the work. This is a highly specialized upfit that very few contractors are able to perform.

The attached contract is approved by the Town attorney.

Attachments:

1. Final Proposal - 4894 Orchard Park PS Upgrades
2. Orchard Park PS Upgrades - Draft Contract - 5-1-2023

Carolina Lift Stations
PO Box 746
York, SC 29745

Estimate

Date	Estimate #
4/27/2023	4894

Name / Address
Town of Harrisburg 4100 Main Street, Suite 101 Harrisburg, NC 28075

Station Name	Orchard Park
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Project
35339-Bypass & Wet Well Coating 4/11/2023

Description	Qty	Cost	Total
PROPOSED WORK (Revised): Bypass station per customer request.			
Labor, material, and equipment to travel to station. Drain force main and dewater wet well. Set up bypass pump to maintain system flow. Remove existing valves and fittings in valve vault. Perform OSHA Permitted Confined Space Entry (CSE) and replace piping in wet well. Clean and dewater wet well. Core wet well to allow new piping fittings to be installed above ground. Install new bypass connection above ground and tie piping back into valve vault. Test for leaks and proper operation. * Septic service estimated on site to clean/dewater wet well, drain force main, and maintain flow. That amount of \$4,000.00 is included in this estimate, and is not to exceed that amount.	1	66,554.19	66,554.19
Cabarrus County Sales Tax	1	4,280.79	4,280.79

- Estimate is valid for 30 days.
- Customer will be promptly notified of any heretofore unidentified conditions which significantly increase labor or parts requirements.
- Freight, Mileage, Fuel and Consumable/Environmental surcharges will be added to each invoice.
- Due to ongoing fluctuations in material pricing, CLS estimated material pricing is subject to change and will be adjusted based on actual pricing at the time of material ordering/shipment based on the manufacturers terms. • CLS continues to guarantee labor pricing for 30 days from the date of the estimate.

Total \$70,834.98

CONTRACT FOR ORCHARD PARK PUMP STATION UPGRADES

This Contract is by and between The Town of Harrisburg, NC (Owner/Engineer)
and
Carolina Lift Stations (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. **Orchard Park Pump Station Upgrades** which includes **installing a bypass station**.
 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **near 5349 Fairgrove Court, Harrisburg, NC**.

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 and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. Exhibits to this Contract (enumerated as follows):
 - a. **Proposal dated 4/19/2023**
3. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- #### A.
- The Work will be substantially completed within **120** days after the Notice to Proceed and completed and ready for final payment within **150 days of the 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 4.01. 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 \$250 for each day that expires after the Contract Time for substantial completion.

3.03 Delays in Contractor's Progress

- #### A.
- If Owner, Engineer, 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.

3.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the not to exceed amount of \$70,834.98 for all Work.

ARTICLE 5 - INSURANCE

5.01 Insurance

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

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

- a. Workers' Compensation:

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

- b. Commercial General Liability:

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

- c. Automobile Liability herein:

Combined Single Limit of:	\$ <u>1,000,000</u>
Annual Aggregate:	\$ <u>1,000,000</u>

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

d. Builders Risk

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

- B. The contractor shall provide 30 days written notice to the Town before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable. All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the county, its officer, employees, or volunteers.
- C. The contractor shall indemnify and hold harmless the Town of Harrisburg, its officers/officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

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 Quality Management

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

6.06 Licenses, Fees and Permits

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

6.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

6.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

6.09 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 (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.10 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. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

6.11 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.

6.12 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

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

8.02 Change Orders

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

recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 9 - CLAIMS AND DISPUTE RESOLUTION

9.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 10 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

10.01 Tests and Inspections

- A. Owner and Engineer 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 Engineer 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 Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

10.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.

- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 11 - PAYMENTS TO CONTRACTOR

11.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

11.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

11.03 Retainage

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

11.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

11.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

11.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 11.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

11.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and 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.

11.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and

- 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

11.09 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 12 - SUSPENSION OF WORK AND TERMINATION

12.01 Owner May Suspend Work

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

12.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 12.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

12.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

12.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 13 - CONTRACTOR'S REPRESENTATIONS

13.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

- c. Contractor's safety precautions and programs.
- 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 14 - MISCELLANEOUS

14.01 Cumulative Remedies

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

14.02 Limitation of Damages

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

14.03 No Waiver

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

14.04 Survival of Obligations

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

14.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

14.06 Controlling Law

- A. This Contract is to be governed by the law of Cabarrus County, NC.

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

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

OWNER:

CONTRACTOR:

By: _____
Rob Donham, P.E.

By: _____

Title: _____
Town Manager

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Attn: Corey Jones, Asst. PW Director

4100 Main Street, Suite 101

Harrisburg, NC 28075

License No.: _____

(where applicable)

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: 9569 Rocky River Rd, Harrisburg, NC 28215
- b. Tax Map and Parcel Number (PIN): 55062261700000
- c. Current Zoning: Office/Institutional (OI) & Commercial (CZ-C-2)
- d. Current Land Use: Vacant
- e. Area to be annexed is: ☒ Contiguous ☐ Non-Contiguous
- f. Boundaries of territory to be annexed (attach separate sheet or describe below):

See survey attached.

3. Contact Information

- a. Contact Person: Kristi Neznanski, Project Manager
Company: Hawthorn Devco LLC
Address: 2260 McGilchrist Street SE City, State, Zip: Salem, OR 97302
Phone Number: 503-400-9239 Email Address: KNeznanski@HawthornCG.com
- b. Applicant Name (if different than above): Same as above
Company: _____
Address: _____ City, State, Zip: _____
Phone Number: _____ Email Address: _____
- c. Owner Name: Eugene W. Cochrane, JR., Susan Cochrane Blount, and Anne Cochrane Yarbrough
Company: _____
Address: 3533 Winslow Green Drive City, State, Zip: Charlotte, NC 28210
Phone Number: _____ Email Address: _____

4. Signature of Owner(s)

Owner Name: Eugene W. Cochran, Jr. Address: 3533 Winslow Green Dr., Charlotte, NC 28210

Owner Signature: *gene cochrane* Date: Nov 1, 2022
gene cochrane (Nov 1, 2022 10:56 EDT)

Owner Name: Susan Cochran Blount Address: 4026 Bellingham Ln., Charlotte, NC 28215

Owner Signature: *Susan Cochran Blount* Date: Nov 1, 2022
Susan Cochran Blount (Nov 1, 2022 11:39 EDT)

Owner Name: Anne Cochran Yarbrough Address: 1604 Granville Rd., Greensboro, NC 27408

Owner Signature: *Anne Cochran Yarbrough* Date: Nov 1, 2022
Anne Cochran Yarbrough (Nov 1, 2022 11:52 EDT)

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: Kristi Neznanski on behalf of Hawthorn Devco LLC Submittal Date: 11/3/2022

Applicant Signature: *Kristi Neznanski*

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: 11-3-2022

Application Number: H-2022-16-R

Is Application Complete? ☒ Yes ☐ No

Public Hearing Date(s): 6-12-2023

Published Notice Date: NA - Public Hearing called by Town Council on 5-8-2023

Mailed Notice Date: NA - see above

Posted Notice Date: NA - see above

Final Action Applicant Notification Mailed Date: _____

Town Staff Signature: Zachary D. Gordon

Record of Decision

Reviewed By: _____

Recommendation: ☐ Approve ☐ Deny

Final Action: ☐ Approve ☐ Deny

- 1) SURVEY PREPARED WITH THE USE OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER pg202007162, DATED APRIL 26, 2022.
- 2) AREAS COMPUTED BY THE FOLLOWING METHOD
- 3) PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD
- 4) ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.
- 5) RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
- 6) BASIS OF BEARING SHOWN HEREON IS NC GRID NAD83 (2011).
- 7) BOUNDARY INFORMATION IS BASED IN PART, ON DEEDS AND MAPS OF RECORD, AND BY AN ACTUAL SURVEY WITH THIS FIRM.
- 8) THIS SITE LIES IN ZONE X, AREA OF MINIMAL FLOODING ACCORDING TO FLOOD INSURANCE RATE MAPS, EFFECTIVE 1/1/83.
- 9) NO EVIDENCE OF RECENT GRADING OR CONSTRUCTION ON THE SUBJECT PROPERTY.
- 10) NO EVIDENCE OF RECENT ROADWAY OR SIDEWALK WORK OTHER THAN THE NEW DRIVEWAY ENTRANCE. NO PLANS FOR PROPOSED STREET OR RIGHT OF WAY CHANGES WERE FOUND.
- 11) EXISTING ZONING - OI AND GC
- 12) CONTOUR INTERVAL IS 10 FT
- 13) VERTICAL DATUM = NAVD 88

DB. 5439, PG. 189
MB. 57, PG. 24-25

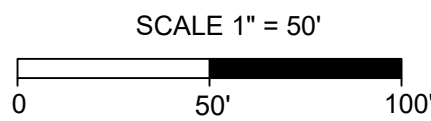
SURVEY:

- (1) CLASS OF SURVEY: "CLASS A"
- (2) POSITIONAL ACCURACY: 0.04"
- (3) TYPE OF GPS FIELD PROCEDURE: NCVRS
- (4) DATE OF SURVEY: 06-01-22
- (5) DATUM/EPOCH: NAD83 (2011) - EPOCH 2010.00
- (6) PUBLISHED/FIXED-CONTROL USE: NCVRS
- (7) GEOID MODEL: 2012 (CONUS)
- (8) COMBINED GRID FACTOR(S): 0.99984241
- (9) UNITS: US SURVEY FEET

BEING ALL OF TRACT 3A AS SHOWN ON A "RECORD PLAT ROCKY RIVER ROAD - MAP 1", WHICH MAP OR PLAT IS RECORDED IN PLAT BOOK 57, PAGE(S) 24-25, IN THE OFFICE OF THE REGISTER OF DEEDS OF CABARRUS COUNTY, NORTH CAROLINA.

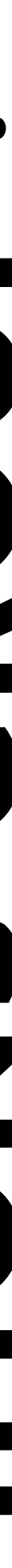
1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met. NOT A SURVEY MATTER.
2. The lien of all taxes for the year 2022 and thereafter, which are not yet due and payable. NOT A SURVEY MATTER.
3. Declaration of covenants, conditions, restrictions, easements, charges, assessments, liens, options, rights of color, or purchase, and rights of first refusal (but omitting any covenants or restrictions, if any, based upon race, color, religion, marital orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law) recorded in Book 8520, Page 241 and any amendments and/or supplements thereto. NOTHING PLOTTABLE.
4. Building restriction liens, easements, and any other matters shown on map or plat recorded in Plat Book 57, (Page)s 24-25. AS SHOWN ON SURVEY.
5. Easement(s) and right(s) of way for roads or public/private utilities.
6. Easement(s) or right(s) of way in favor of Sewer Authority of Cabarrus County recorded in Book 7518, Page 100. DOES NOT AFFECT THE SUBJECT TRACT.
7. Easement(s) or right(s) of way in favor of Town of Harrisburg recorded in Book 10291, Page 295. DOES NOT AFFECT THE SUBJECT TRACT.
8. Easement(s) or right(s) of way in favor of Town of Harrisburg recorded in Book 10432, Page 318. DOES NOT AFFECT THE SUBJECT TRACT.
9. Easement(s) or right(s) of way in favor of Town of Harrisburg recorded in Book 10658, Page 308. DOES NOT AFFECT THE SUBJECT TRACT.
10. Sewer Line Right-of-Way recorded in Book 5110, Page 183. AS SHOWN ON SURVEY.
11. Boundary Line Agreement recorded in Book 5439, Page 189. DOES NOT AFFECT THE SUBJECT TRACT.
12. Rights or claims of parties in possession as tenants under unrecorded leases. NOT A SURVEY MATTER.
13. Any discrepancy, conflict, matter affecting access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claims of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean high-water mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would not be discovered by current inspection and accurate and complete land survey of the Land. NONE OBSERVED OTHER THAN AS SHOWN.

⊙	IPF - IRON PIPE FOUND	(S)	MH DRAINAGE	☒	SPRINKLER BOX
⊙	IRF - IRON ROD FOUND	(M)	MH SANITARY	☒	SPRINKLER HEAD
⊙	IRS - IRON ROD SET	(E)	MH ELECTRIC	⊙	SPRINKLER VALVE
Δ	CP - COMPUTED EASEMENT POINT	(T)	MH TELEPHONE	⊙	GAS TEST LOCATION
Δ	CMF - CONCRETE MONUMENT	(W)	MH WATER	⬆	GAS METER
⊙	MMF - MAG NAIL FOUND	(W)	STORM INLET	⬆	GAS VALVE
⊙	CP - COMPUTED POINT	[]	ELECTRIC BOX	⬆	FLAG POLE
BFP	BACKFLOW PREVENTER	[]	TELEPHONE PEDESTAL	⬆	TREE
VWV	WATER VAULT	(C)	CABLE TV PEDESTAL	⬆	BOLLARD
VT	TELEPHONE VAULT	⊙	SIGN	⬆	BOREHOLE
TC	TRAFFIC CONTROL BOX	⊙	ELECTRIC METER	⬆	AC UNIT
VP	POWER VAULT	⊙	WATER METER	⬆	MAILBOX
UV	UTILITY VAULT	⊙	WATER VALVE	⬆	CLEAN OUT
Q WF	WET-LAND FLAG	⊙	FIRE HYDRANT	⬆	GUY
RCP	REINFORCED CONCRETE PIPE	⊙	POWER POLE	⬆	HC HANDCAPPING PARKING
CMP	CORRUGATED METAL PIPE	⊙	LIGHT POLE	⬆	WELL
VCP	VITRIFIED CLAY PIPE	⊙	YARD LIGHT	⬆	MONITORING WELL
DIP	DUCTILE IRON PIPE	⊙	GROUND LAMP	⬆	ROOF DRAIN
HDPE	HIGH DENSITY POLYETHYLENE PIPE	⊙		⬆	WATER SPIGOT
FES	FLARED END SECTION	⊙		⬆	DEED LINE
MKF	FIBER OPTIC MARKER	⊙		⬆	LINE NOT SURVEYED
MKG	GAS MARKER	⊙		⬆	STORM LINE
TVP	TELEVISION PEDESTAL	⊙		⬆	SANITARY LINE
SIGP	SIGNAL POLE	⊙		⬆	FENCE
HVAC	HEATING, VENTILATION AND AIR CONDITIONING	⊙		⬆	OVERHEAD POWER LINE
LSA	LANDSCAPED AREA	⊙		⬆	PAINTED GAS LINE
R/W	RIGHT-OF-WAY	⊙		⬆	PAINTED POWER LINE
P/L	PROPERTY LINE	⊙		⬆	PAINTED STORM LINE
C/L	CENTERLINE	⊙		⬆	PAINTED TELEPHONE LINE
N/TS	NOT TO SCALE	⊙		⬆	PAINTED WATER LINE
GV	GV - GAS VALVE	⊙		⬆	EDGE OF TREELINE
CB	CATCH BASIN	⊙		⬆	PAINTED FIBER OPTIC LINE
GI	GRATE INLET	⊙		⬆	PAINTED CABLE TV LINE
YI	YARD INLET	⊙		⬆	
CI	CURB INLET	⊙		⬆	
EP	EDGE OF PAVING	⊙		⬆	
TBC	TOP BACK OF CURB	⊙		⬆	
DB	DEED BOOK	⊙		⬆	
PB	PLAT BOOK	⊙		⬆	
PG	PAGE	⊙		⬆	
SF	SQUARE FEET	⊙		⬆	
(XXXX)	- SITE ADDRESS	⊙		⬆	



THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6 (a),(6)(b), 8, 10, 13, 14, 16 AND 17 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JUNE 15, 2022.

ALTA / NSPS LAND TITLE SURVEY OF
9569 ROCKY RIVER ROAD
HARRISBURG, NORTH CAROLINA
SURVEY FOR HAWTHORN DEVCO, LLC

The logo for the Timmons Group, featuring the company name in a bold, sans-serif font, followed by a graphic of a series of dots of varying sizes arranged in a curved, upward trajectory.

610 E. MOREHEAD STREET, Suite 250 | CHARLOTTE, NC 28203
TEL 704.376.1073 FAX 704.376.1076 www.timmons.com
NORTH CAROLINA LICENSE NUMBER C-1652

YOUR VISION ACHIEVED THROUGH OURS.

Technology

Infrastructure

Residential

Site Development

Property Description

Being all of Cabarrus County GIS PIN 55062261700000, property of Eugene W Cochrane Jr. and Susan Cochrane Blount as recorded in Deed Book 5439 Page 189

Beginning at a point in the right of way of Rocky River Road said point being the north eastern corner of the Stafford Road LLC property as recorded in Deed Book 6601 Page 1 of the Cabarrus County Public Registry thence within the right of way of Rocky River Road N 12° 55' 34" E a distance of 43.99 feet from a found 5/8 " iron rod, thence with said right of way S 77° 51' 10" E for a distance of 314.54 feet to a point at the northwestern corner of the Venture Church of Harrisburg property as recorded in Deed Book 11896 Page 334 of the Cabarrus County public registry, thence with said property S 04° 59' 39" W passing through a found ½" iron rod at 30.20 feet, for a total distance of 689.87 feet to a found angle iron on the northern line of the Venture Church property as recorded in Deed Book 11897 Page 66 of the Cabarrus County public registry, thence with said property, the terminus of the Arbor Dale Avenue right of way and Lots 1, 2, 3 and 4 of Plat Book 15 Page 48 of the Cabarrus County public registry S 59° 54' 23" W passing through iron rods at 103.57 feet, 164.45 feet, 458.77 and 540.12 feet for a total distance of 560.39 feet to a found iron rod at the southeastern corner of the MTS CLT LLC property as recorded in Deed Book 13646 Page 315 of the Cabarrus County public registry, thence with said property, the Store Master Funding VII LLC property as recorded in Deed Book 11675 Page 99 of the Cabarrus County public registry and the aforementioned Stafford Road LLC property N 12° 55' 34" E for a distance of 1061.33 feet to the POINT OF BEGINNING, containing 325,074 square feet or 7.463 acres of land, more or less.

Legislative Approval Application

1. Application Type (select all that apply)

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

2. Project Information

- a. Project Name: Harrisburg Retirement Residence
- b. Project Location/Address: 9569 Rocky River Rd, Harrisburg, NC 28215
- c. Tax Map and Parcel Number (PIN): 55062261700000
- d. Zoning: Existing: Office/Institutional (OI) & Commercial (CZ-C-2) Proposed: General Commercial Conditional Zoning (CZ-GC)
- e. Land Use: Existing: Vacant Proposed: Congregate Senior Housing
- g. Description of Request (attach separate sheet if needed):

See attached Project Narrative and Justification

3. Contact Information

- a. Project Manager/Contact Person: Kristi Neznanski, Project Manager
Company: Hawthorn Devco LLC
Address: 2260 McGilchrist Street SE City, State, Zip: Salem, OR 97302
Phone Number: 503-400-9239 Email Address: KNeznanski@HawthornCG.com
- b. Applicant Name (if different than above): Same as above
Company: _____
Address: _____ City, State, Zip: _____
Phone Number: _____ Email Address: _____
- c. Owner Name: Eugene W. Cochrane, JR., Susan Cochrane Blount, and Anne Cochrane Yarbrough
Company: _____
Address: 3533 Winslow Green Drive City, State, Zip: Charlotte, NC 28210
Phone Number: 704-575-9550 Email Address: genecochrane@icloud.com

4. Owner's Consent

Eugene W. Cochran, JR., Susan Cochran Blount, and Anne Cochran Yarbrough _____ ("Owner") certifies that it is the owner of the property located at 9569 ROCKY RIVER RD CHARLOTTE NC 28215 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes, Kristi Neznanski and Hawthorn Devco LLC as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

gene cochrane
gene cochrane (Oct 31, 2022 12:38 EDT)

Susan Cochran Blount
Susan Cochran Blount (Nov 1, 2022 11:44 EDT)

Anne Cochran Yarbrough
Anne Cochran Yarbrough (Nov 1, 2022 11:51 EDT)

Owner's Signature: Oct 31, 2022

Nov 1, 2022

Date: Nov 1, 2022

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

Project Name: Harrisburg Retirement Residence

Submittal Date: 11/3/2022

STATEMENT OF COMPLETENESS AND ACCURACY:

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

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

Applicant Name: Kristi Neznanski on behalf of Hawthorn Devco LLC

Applicant Signature: Kristi Neznanski

6. Staff Use Only:

Record of Process

Date Received: 11-22-2022

Application Number: H-2022-16-R

Is Application Complete? ☒ Yes ☐ No

Public Hearing Date(s): 6-12-2023

Published Notice Date: _____

Mailed Notice Date: _____

Posted Notice Date: _____

Final Action Applicant Notification Mailed Date: _____

Town Staff Signature: Zachary D. Gordon

Record of Decision

Reviewed By: _____

Recommendation: ☐ Approve ☐ Deny

Final Action: ☐ Approve ☐ Deny

7. Required Attachments

All development application submittals must be accompanied by:

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

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

Conditional Zoning Approval

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

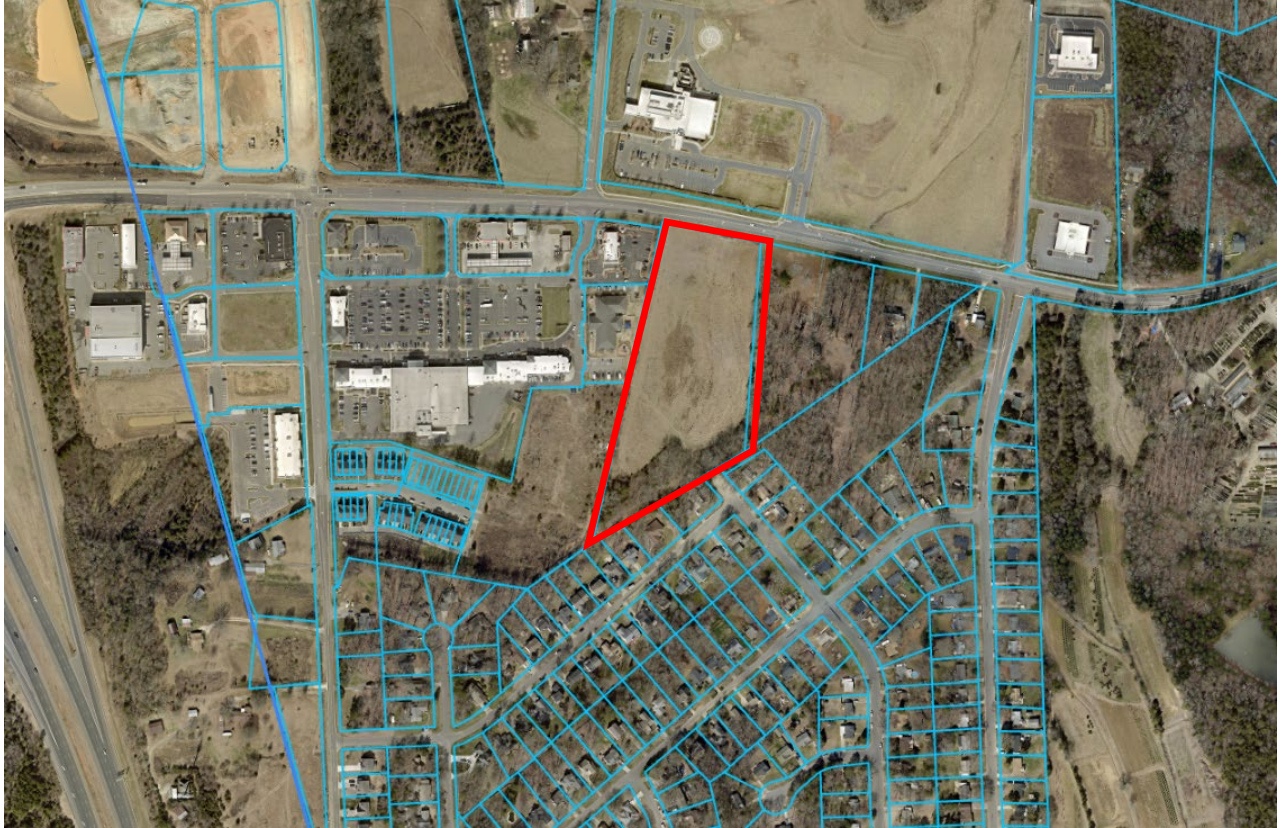
Zoning Map Amendment (rezoning)

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

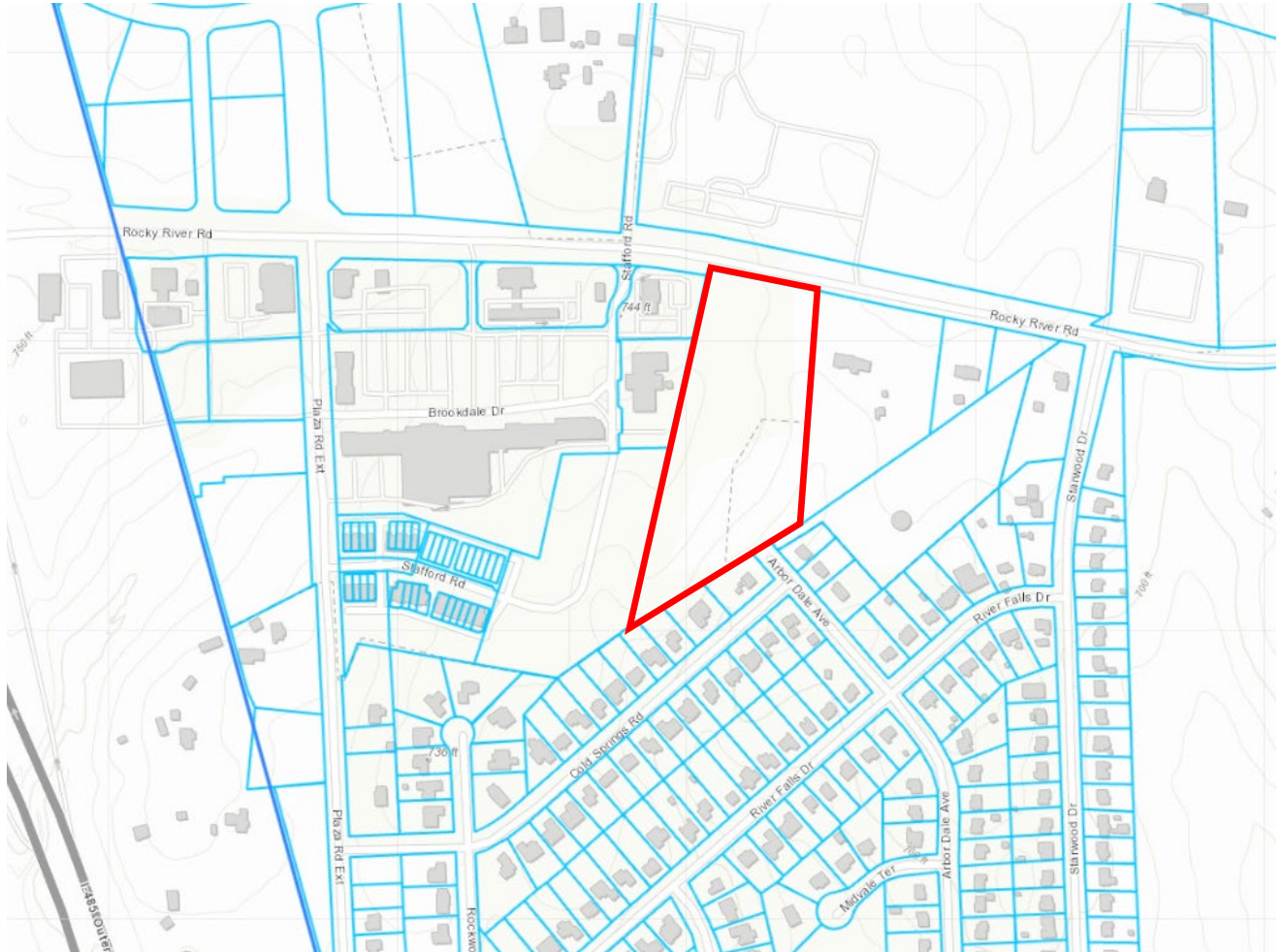
UDO Text Amendment

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

H2022-16-(R) Hawthorn Senior Living Aerial



H2022-16-(R) Hawthorn Senior Living Site Map





Harrisburg Retirement Residence

9569 Rocky River Rd, Harrisburg, NC 28215

Annexation and Rezone to General Commercial Conditional Zoning (CZ-GC)
with Prelim Major Site Plan Review

Project Narrative and Justification

November 3, 2022
Revised April 6, 2022

Project Description

The Harrisburg Retirement Residence is a 3-story, ±149-suite congregate senior living development with associated outbuildings and site improvements proposed at 9569 Rocky River Rd, Harrisburg, NC 28215. The main building is approximately 150,000 SF with ±149 private resident suites centered around shared communal areas for resident dining, socializing, indoor and outdoor activities, and amenities. The project includes two full dwelling units for onsite management. The manager units are part of the operations of the facility and are not available for rent. Other buildings onsite include two single-story residential garages, a trash enclosure, and enclosures for the generator and transformer.

The subject property is approximately 7.46 acres and is located on the south side of Rocky River Road across from the Atrium Hospital. The site is vacant and slopes downward to the east and south with trees located along the southern property line.

To the west is Harris Teeter and associated commercial development with Bojangles and KinderCare directly abutting the site's western property line. Planned to the southwest are the Brookdale Townhomes that are currently under construction. The property to the east is owned by the Venture Church and is planned for future commercial development. To the south is an existing neighborhood of single-family homes.



Hawthorn Senior Living

Hawthorn Senior Living is a Washington based company whose principals have been providing seniors with housing opportunities since the 1980s. With almost 80 buildings in operation throughout North America, Hawthorn is a leader in congregate living and senior housing development. Hawthorn includes a trio of companies that ensure quality senior housing development from beginning to end.

Hawthorn Devco LLC	Development Company
Hawthorn Construction Group	Construction Company
Hawthorn Senior Living	Operator

Hawthorn Living Concept

The Hawthorn congregate senior housing model provides private resident suites centered around common amenities and services that support all residents. The project is designed for those who are still ambulatory, but in need of some support. Private rooms provide the advantages of independent living while onsite services offer support, security, community, and friendship. Private resident suites include studio, one, and two-bedroom versions and each suite is comprised of a sleeping area, full bathroom, and a kitchenette with sink and small refrigerator. A full kitchen with cooking equipment is not included and the suites are not standalone dwelling units.

Onsite services include three chef-prepared meals a day served restaurant-style in the central dining room. Residents are provided with housekeeping and linen service, private bus transportation, onsite amenities, and an extensive schedule of activities and classes. Onsite amenities include a movie theatre, activity room and game room, exercise gym, computer room, beauty salon, outdoor gathering areas, raised garden beds and a fire pit, along with an array of classes and activities planned by the activity director.

Onsite management is available to residents 24 hours a day. Pull cords are installed in residents' bathrooms and near beds to notify the on-duty manager in case of an emergency. No medical care is provided, and the project will not be licensed by the state to provide care, however medical care can be contracted by a resident directly with a home health agency when needed.

A typical resident is a single person in their late 70s or 80s. Approximately 20% of rooms are anticipated to be rented by couples, resulting in an expected building population of 165 residents. The monthly rent payment covers the private suite, all meals, all services, and all utilities other than personal phone. The project operates as a month-to-month tenancy and there are no upfront "buy in" costs.

Parking

Many of the residents are not anticipated to drive and a passenger transportation van is provided as part of the development. This private transportation service is available to take residents to places they need to visit, such as shopping areas, banks, medical offices, appointments, church, etc.

Parking is designed to accommodate the initial opening period of the project. Based on Hawthorn's experience with similar projects around the country, residents who move in with their cars naturally find after a few months their car is no longer needed. Typically, parking levels begin to naturally decline 3 to 4 years after opening.

The principals of Hawthorn have developed more than 350 retirement residences over 30+ years. Experience from this extensive portfolio has shown that 0.80 to 0.90 parking spaces per suite is adequate for residents, staff, and visitors. This parking ratio meets the need of the facility and allows for increased landscaping and open space creating a better residential environment for residents and adjacent property owners.

Traffic

Traffic for this development will be significantly lower than other potential developments at this location. Due to the nature of the facility and average age of residents, daily traffic is limited. Potential traffic impacts are further mitigated by private van transportation that is provided for residents. Additionally, meals are typically served at peak hours, further reducing potential peak hour impacts.

To understand traffic loadings, here are examples of the type of traffic from existing facilities:

service trips	5 deliveries per day (mail, UPS, trash service, deliveries, etc.)
van trips	3 or 4 excursions with around 10 residents each time
resident trips	approximately 25% of residents regularly drive
resident visitors	approximately 20% of residents have visitors each day
staff trips	± 18 staff members to and from work

The number of trips anticipated to be generated by the proposed project were approximated using a maximum of 150 suites and data from the *Trip Generation Manual, 10th Edition*, published by the Institute of Transportation Engineers (ITE). The anticipated trip generation characteristics for the proposed project are shown in Table A: Estimated Project Trip Generation.

Table A: Estimated Project Trip Generation

Land Use (ITE Land Use Code)	Size (DU)	Total Daily Trips	AM Peak-Hour					PM Peak-Hour				
			Total Trips	IN		OUT		Total Trips	IN		OUT	
				%	Trips	%	Trips		%	Trips	%	Trips
Congregate Care Facility (253)	150	303	11	60%	6	40%	4	27	53%	14	47%	13
Proposed Total Trips:		303	11		6		4	27		14		13

As shown in Table A, the proposed project estimates 303 new daily trips, with 11 new trips occurring during the AM peak-hour and 27 new trips occurring during the PM peak hour. This is a reduction of traffic volumes from other potential commercial development projects on the site.

Building Design

The design of the building includes shared common space central to the building layout with private suites extending out from the central core. Each private suite contains a full bathroom, a sleeping area, and an area with a sink and a small refrigerator. Two-bedroom suites have an additional sleeping area and a second full bathroom. Resident suites do not have cooking facilities or dishwashers and are not apartments or dwelling units.

Shared common areas are in the central core of the building. On the main floor, shared space contains the main entry, reservation office, marketing office, and manager's units. As the suites do not provide cooking facilities, a commercial kitchen on the first floor serves three daily meals. A private dining room is also available for residents to accommodate visiting family and friends. The main floor includes amenities such as a coffee lounge, activity areas, beauty salon, and a movie theatre.

Other common areas in the building include large multipurpose rooms, activity areas, gaming room with pool table and gaming tables, media room, computer room, library, a gym for exercise equipment, and an exercise room for group classes. Each floor contains centralized laundry facilities, linen storage, and private resident suites. The building will be fully fire sprinklered and is served by a fire lane that loops around the structure.

The exterior design of the building provides architectural features and changes in colors and materials to visually articulate the building façade. Resident patios and decks provide additional architectural relief along the building's exterior. The core of the building steps down from three to two and one story creating a gentle change of scale. Care is taken in the design of the building to minimize potential impacts on the existing community.

Site Design

Neighborhood compatibility is achieved in the site planning and building design. The site is to be highly landscaped, and the building is located close to the commercial developments to the North and East to limit disturbance to the neighborhood South of the project site. Usable outdoor spaces include extensive lawn and a partially covered patio off the main floor activity room. There will be paths which connect all exits from the building to provide walking areas for the residents. Site amenities such as extensive garden and seating areas, outdoor fire pit, raised garden beds, outdoor dining and barbeque area will also be included in the design.

Town of Harrisburg Zoning

The site is shown on the 2018 Town of Harrisburg Zoning Map as partially located within Cabarrus County and partially within the Town boundaries. A portion of the site was annexed into the Town and conditionally rezoned to *C-2, General Commercial* as part of the proposed Venture Church Development to the East. The Venture Church plans have since changed and this portion of the site is not a part of their development plans. The Harrisburg Unified Development Ordinance (UDO) was subsequently published in 2021 revising the zoning designation of both *C-1, Light Commercial* and *C-2, General Commercial* to *GC, General Commercial*. The Atrium Hospital property to the north is also zoned *GC, General commercial*. The Harris Teeter, retail, and townhouse development to the West is zoned PUD, Planned Unit Development.



The adjoining Zoning and land uses are as follows:

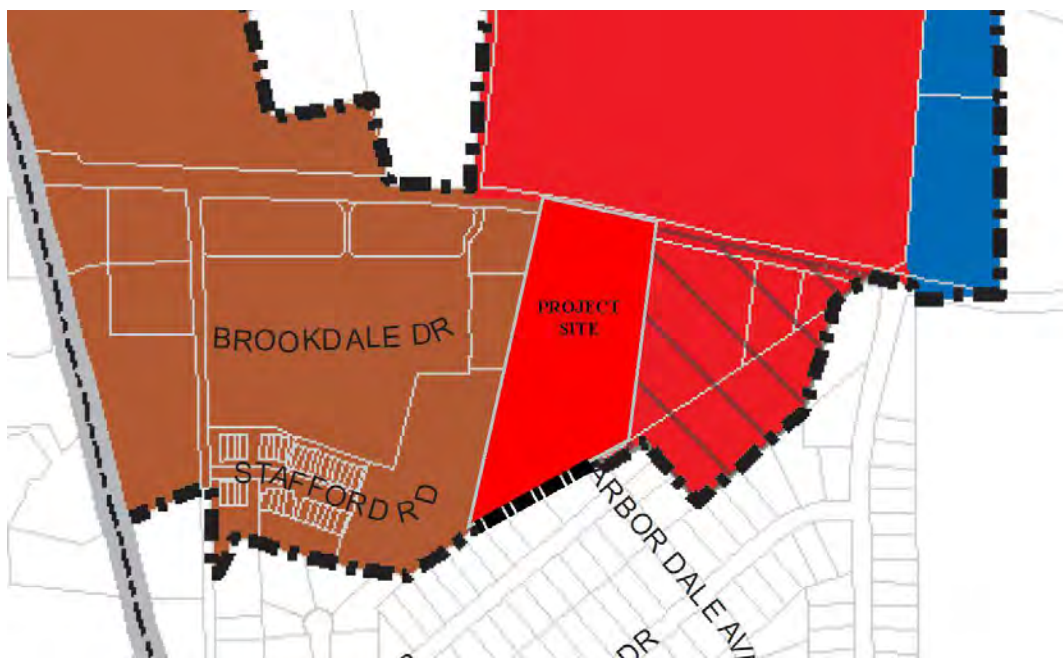
North: General Commercial (GC), Atrium Hospital and Future Medical Office

South: Cabarrus County, Low Density Residential (LDR) Rural (R-CD), Single Family Homes

East: General Commercial (GC), Future Venture Church Commercial Development

West: Planned Unit Development (PUD). Commercial, Grocery, Retail, and Future Townhouses

This application for Annexation and Conditional Rezone would annex the remaining portion of the property into the Town of Harrisburg and rezone the property to GC, *General Commercial* to allow for a senior congregate living facility to be developed on the property. An annexation and rezone of the property would close a gap in the Town boundaries and provide continuity with adjacent properties to the North and East that are also zoned *General Commercial*. This would also be consistent with the portion of the property that was previously annexed into the Town and designated as GC. Below is an example of the zoning map following approval showing the filled gap and consistent zoning.



Harrisburg Area Land Use Plan (HALUP)

The current updated Harrisburg Area Land Use Plan (HALUP) was adopted in 2018 and most recently updated in April 2020. The plan is intended to “define a direction for future growth and development in and around Harrisburg.” The HALUP states:

The plan is intended to clearly reflect the community’s expectations and desires, and to guide decisions of Cabarrus County staff, Harrisburg town staff, appointed and elected officials, developers, and others involved in local development-related activities and conservation efforts. More importantly, the plan is intended to facilitate consistency in the decision-making that affects this area, which is governed by the two jurisdictions. Such decisions include those related to development proposals for properties within the study area, regulatory changes, and public infrastructure investments. All such decisions should support the implementation of the plan.

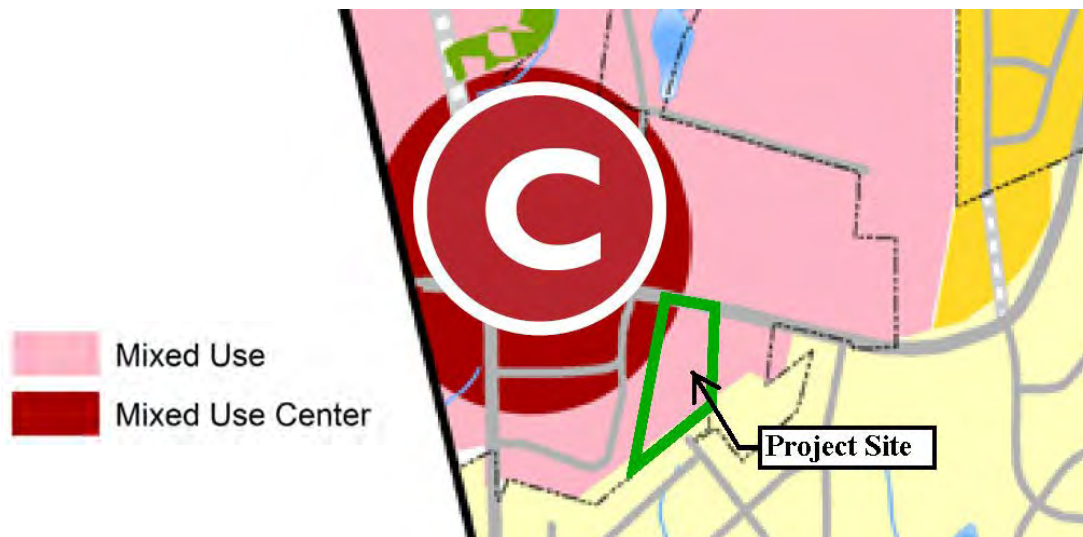
The property is shown in the HALUP as being within the Harrisburg Planning Area (Figure 2 The Planning Area) but outside of the town limits. The Planning Area is described as including areas of potential future annexation indicating that this site was anticipated to be annexed into the town limits at some point in the future.

There are key issues and opportunities noted in the HALUP that support the proposed project:

- *The Planning Area has a growing mature population. More than 40% of heads of households over age 55.*
- *Lower-maintenance, walkable, and lifestyle-driven alternative housing products (townhouses, apartments, walkable single-family) in mixed-use locations to gain appeal to older and younger age groups are needed.*
- *High housing costs, due primarily to regulations, are tempering availability of housing.*

The Hawthorn congregate senior living model offers housing for ageing residents of Harrisburg, provides a low maintenance housing option in a mixed-use location, and addresses housing availability. The addition of 150 senior housing units to the town has the potential to free up existing single-housing stock when seniors relocate to the Hawthorn development. This allows for new residents to locate in the area without the addition of subdivision and additional strain on existing infrastructure.

The Harrisburg Area 2040 Vision lists the goals and objectives of the future planning for the Harrisburg Planning Area and provides the Future Land Use map to achieve those goals. On the Future Land Use Map, the subject property is located adjacent to the “Mixed Use Center” Node C within the Mixed-Use Area.



Mixed Use Nodes encourage a mix of uses and a variety of residential housing types. Node C is identified as a commercial center with retail and office uses that complement a range of institutional uses. As a senior congregate living facility, the Hawthorn project is a unique housing type which blends a mix of residential and commercial elements making it a perfect fit for the area around Node C. Additionally it is a quiet low-impact senior housing use that creates a buffer between the Low Density Residential to the south and the more active commercial developments to the north and northeast.

HALUP Recommendation LU-5: Expand Housing Options

This recommendation identifies diversifying housing options for mature adults seeking to downsize, specifically with rental units within independent and/or assisted living developments. The market trends noted in the HALUP assert that lower maintenance and walkable mixed-use settings are what seniors will be seeking in the next decade. The proposed project is supported and encouraged by this LU recommendation and expands housing options for the Harrisburg community.

HALUP Recommendation LU-6: Focus on Quality

This Recommendation encourages a higher level of quality in design and site features for the project. The Hawthorn project is a high-quality development with extensive onsite landscaping, onsite amenities for residents, beautifully designed exterior, and made of long-lasting materials that will provide a positive addition to the community.

HALUP Recommendation LU-7: Ensure Zoning Is Consistent with Future Land Use Plan Map

This Recommendation encourages supporting rezoning applications that demonstrate the intent to implement the plan. The Hawthorn project is located within the Planning Area and is consistent with the Mixed-Use future land use designation which is in conformance with the Future Land Use Map. One of the appropriate zoning districts for the Mixed-Use Future Land use is C-1, Light Commercial. The C-1 district has been converted to GC in the current UDO along with the C-2, General Commercial zone that already exists on a portion of the property. The proposed GC zoning for the site is consistent with both the recommended C-1 district in the HALUP and the existing C-2 zoning.

HALUP Recommendation ENR-2: Preserve the Existing Tree Canopy to the Extent Practicable

This Recommendation encourages preservation of existing mature forests and tree canopy. There are no mapped or known Heritage Trees on the subject property, however the proposed project is estimated to retain over 60% of the existing tree canopy onsite. Preserving this tree canopy enhances the projects, provides buffer to adjacent homes and supports this recommendation in the HALUP.

General Commercial Zoning Standards

Within the GC zone, there are a variety of uses allowed of both a residential and commercial nature. In discussions with Town Staff, a determination was made that the proposed facility is functionally similar to an assisted living facility and is an allowed use within the General Commercial Zone. Below is a table of the General Commercial Dimensional Standards along with other applicable requirements and how the proposed project meets or exceeds the standards. The design meets the requirements of the GC zone and no deviations are proposed.

Table 140.02.02-3, General Commercial Dimensional Standards

Development Standard		Required	Provided
Development Area (min. acres)		--	NA
Lot Width (min. ft.)		50	± 314'
Density (units per acre)		--	NA
Height (min. ft.)		48	43'-5"
Impervious Surface (max. %)		80	53%
Building Setbacks (ft.)	front/ (min. / max.)	10 / --	± 68'-7"
	rear	8	± 87'-7" to garage ± 121'-6" to main building
	interior side	8	East ±81'-7" West ±57'-0"
	street side	10	±68'-7"
	adjacent to residential district	15	± 87'-7" to garage ± 121'-6" to main building
Auto Parking	0.3/room (min), 1/room (max)	45 min/145 max	133 spaces, 0.89 spaces/suite
Bicycle Parking	No single use required to provide more than 10 spaces	10	12
Loading Zones	Gross leasable area: 50,000 - 120,000 sq. ft	2	2

Annexation & Rezone Common Decision Criteria (145.01.07)

The Harrisburg UDO outlines that in determining whether to approve, approve with conditions or modifications, or deny an application, the applicable development review bodies shall consider the basic review criteria denoted in Table 145.01.07-1 as outlined below.

Common Decision Criteria	Applicant Response
<i>The request complies with the applicable standards of this UDO and the Town Code, and the applicant has provided proof of compliance with any preceding and applicable county, state, or federal requirements.</i>	As detailed above, the project is consistent with the General Commercial zoning dimensional standards as well as the other applicable standards in the UDO. The project proposes to provide any necessary UDOT Right-of-way dedications. No other county, state, or federal requirements are known at this time.
<i>The request substantially conforms to any associated prior approval for the development, including, but not limited to: Special Use Permit, Conditional Zoning, Site Development Plan, etc.</i>	A previous conditional zoning exists on a portion of the site where the adjacent Venture church once planned a storm pond. That project did not move forward as designed and the Venture church did not purchase that portion of the property. No other development plans have been proposed for the site.
<i>The request promotes the purposes of this UDO as established in 144.01.02, Purposes, and in other applicable purpose statements in this UDO.</i>	The proposed congregate senior housing project promotes the General Commercial purpose statement by providing indoor commercial/institutional uses at a site that is in proximity to a major/minor thoroughfare, makes use of existing infrastructure and provides a transition from low density residential to commercial and higher impact institutional uses.
<i>The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare</i>	The project is a senior housing development that will have no negative impact on the community. Alternatively, the project will be a benefit to the health, safety, and welfare of the Harrisburg community and its aging population.
<i>The request is consistent with applicable policies of the most recently adopted HALUP, any applicable utility plans, and adopted capital improvements plans; or, if it addresses a topic that is not contained or not fully developed in the HALUP, the request does not impair the implementation of the HALUP.</i>	As detailed above, the project is consistent with, and promotes, the following recommendations in the HALUP: • LU-5: Expand Housing Options • LU-6: Focus on Quality • LU-7: Ensure Zoning Is Consistent with Future Land Use Plan Map • ENR-2: Preserve the Existing Tree Canopy
<i>Adequate facilities, including public or private utilities, solid waste service, roads, drainage, and other improvements are present or are planned to be provided.</i>	a. <u>Utilities</u>: A water main exists in Rocky River Road and Town staff confirmed that existing water service is sufficient to serve the needs of the project. A sanitary sewer main is on the property and Town staff has confirmed that sewer can be made available through the wastewater allocation process with the Town's Wastewater Allocation Committee. Gas, electrical and communication utilities are available adjacent to the property. b. <u>Transportation</u>: A TIA was not required by staff per the pre-application meeting notes, and a traffic summary is included in this narrative. The subject property is in an area planned for commercial

	development and the proposed senior housing project anticipates very little traffic generation based on the standards of the Trip Generation Manual as published by the Institute of Transportation Engineers (ITE). c. <u>Safety and Sanitation Services</u>: Adequate police, fire, and sanitation services already exist in this area and the project is not expected to increase demand for these services. d. <u>Schools</u>: The proposed senior congregate living project will not result in an increase in the student population and will have no impact on Cabarrus County schools.
<i>The request demonstrates compatibility with surrounding conforming and permitted land uses and structures and with the essential character of the general vicinity of design, façade treatment, setbacks, building materials, and reasonably anticipated negative impacts.</i>	The use is compatible with the surrounding mix of commercial, institutional, and residential uses. Any anticipated impacts of the project have been mitigated through thoughtful design of the site layout and building exterior. The building is well articulated and provides a variety of materials and architectural elements to break up the façade and create a cohesive design that is compatible with the surrounding area. Building setbacks have been increased from the minimum standards and the building materials are compatible with existing developments in the vicinity. Tree canopy has been preserved along the southern property line providing a buffer to adjacent homes and landscape buffers are proposed between the project and the adjacent commercial developments to the East and West.

Conditional Zoning Specific Review Criteria (145.03.03)

The project as designed meets the standards of the UDO, promotes the goals of the HALUP, and meets the Common Review Criteria for an Annexation and Rezone to General Commercial Zone. At the request of staff, the project is being considered under the Conditional Zoning designation to tie the proposed Rezone to the proposed Hawthorn Project. As such, the Conditional Rezone Review Criteria is addressed below. It is important to note that as designed, the project intends to meet or exceed all standards of the applicable codes and no special allowances have been requested for the project.

Common Decision Criteria	Applicant Response
1. Use and Location. The proposed CZ District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the HALUP;	The proposed use is an allowed use within the proposed General Commercial (GC) zone. The site abuts existing GC zoning, and the GC zone is consistent with the zoning recommendations in the Future Land Use Plan in the HALUP.
2. Eligible Uses. The use(s) requested are among those listed as an eligible permitted use, permitted use with limitations, or special use in the general use district as included in the CZ Zoning Map Amendment request;	The proposed use is an allowed use within the proposed General Commercial (GC) zone which is consistent with the recommended zoning for the Mixed-Use areas of the Future Land Use Plan in the HALUP.
3. Nuisance Mitigation. The design of the proposed CZ District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare and vibration and not create a	Potential adverse effects of the project have been mitigated through thoughtful design of the site layout and building exterior. The building is well articulated and provides a variety of materials and architectural elements to break up the façade and create a cohesive design that is compatible with the surrounding area. The loading

nuisance;	area and trash enclosure have been located away from any residential structures, tree canopy has been preserved providing a buffer to adjacent homes, and landscape buffers are proposed between the project and the adjacent commercial developments to the East and West. With the grade of the site, impacts from traffic/parking/loading are further mitigated with changes in grade, avoiding direct views between the onsite parking and drive aisles and the adjacent properties.
4. Reasonableness. The use limitations and conditions as proposed and/or imposed for the requested district can reasonably be implemented and enforced for the subject property;	The proposal is to limit the uses on the site to the Hawthorn senior housing project. This is reasonable for the site and compatible with the UDO and the HALUP.
5. Improvement from General Zoning District. When implemented the proposed and/or imposed use limitations and conditions will mitigate specific land development issues that would likely result if the subject property were zoned to accommodate all the uses and the minimum standards of the corresponding general zoning district;	The project site falls under a mixed use future land use area, which allows for a wide range of uses. The proposed senior congregate living facility provides a needed service to the community and is a reduction in the intensification of the site. For example, under the GC zone the site can be 80% impervious area leaving only 20% of the site as green space. The Hawthorn project is estimated to provide 44% green space on the site which includes the retention of existing tree canopy adjacent to existing homes.
6. Greater Standards. If any standards are proposed that are different from the underlying zoning district, the applicant must clearly demonstrate that the overall resultant project is greater than that which is typically allowed by the general district;	The project proposes to meet or exceed the requirements of the General Commercial zone. The project does not request any intensification or variances from the standards. With the proposed site plan the project exceeds the standards of the underlying zoning district by providing the following: • Increased building setbacks • Increased pervious/landscape area • Retention of existing tree canopy
7. Applicant's Agreement. The applicant has agreed to accept the use limitations and conditions as proposed and/or imposed for the requested district; and	The proposed project limits the development to the proposed Hawthorn Senior Congregate Living Facility as proposed on the included plans. No special allowances have been requested by the project and the intent is to meet or exceed all applicable requirements.
8. Town Statement. For an approval, the Town Council shall adopt a consistency statement that the amendment being considered is either consistent or inconsistent with the HALUP and that the Town Council considers the action to be reasonable and in the public interest.	

Pre-application Meetings & Neighborhood Meeting Summary

A pre-application meeting was held with Community Development Director Sushil Nepal and Staff Planner Craig Thomas along with other staff on April 20th, 2022, via Zoom. The Community Development Director confirmed that the proposed use would be allowed under the General Commercial zoning designation and staff discussed the process to obtain entitlements and provided feedback on the overall site layout. On September 1st, 2022, a follow up meeting was held with the new Community Development Director Zac Gordon and Staff Planner Craig Thomas to discuss a revised site layout and preliminary architectural designs.

On October 20th, 2022, a neighborhood developer meeting was held at Town Hall. The meeting was attended by Kristi Neznanski on behalf of the applicant, Craig Thomas on behalf of the Town of Harrisburg, and four meeting attendees. A brief presentation was made by the applicant addressing the proposed use, preliminary site plan, and conceptual renderings of the building. Following the presentation, one attendee asked questions related to the site layout and expressed support for the use on the site. No other comments or questions were asked of the applicant by meeting attendees. A meeting summary and list of meeting attendees is included with this application. The meeting list includes names of attendees for the previous agenda item as all meeting attendees signed in on only one sheet.

Conclusion

The rezone of this property to General Commercial Conditional District is consistent with the zoning of the adjacent properties to the North and South and is in conformance with the Future Land Use Plan of the HALUP. The HALUP notes this area as a commercial node which is identified as a preferred location for a mix of residential and institutional uses. The proposed project has no negative impact on the surrounding community and meets the goals of the HALUP by following the zoning pattern in the Future Land Use Plan, expanding housing options, retaining existing tree canopy, and by providing a high-quality and long-lasting development that will meet the needs of the community.

The Harrisburg Retirement Residence is a high-end, low-impact senior housing use that is compatible with the established development pattern in this area. The project provides design features that preserve the existing character of the commercial and residential developments and is consistent with the overall character of existing development in the area. Public facilities and services exist in sufficient capacity to service the project, and the rezone will not adversely affect any known archeological, environmental, historical or cultural resources.

HARRISBURG RETIREMENT RESIDENCE

9569 ROCKY RIVER ROAD, HARRISBURG, NC
PROPERTY ID 01-024-0054.40

DATED: APRIL 06, 2023



CURRENT PROPERTY

OWNER:

EUGENE W. COCHRANE, JR.,
SUSAN COCHRANE BLOUNT,
AND ANNE COCHRANE
YARBROUGH
3533 WINSLOW GREEN DRIVE
CHARLOTTE, NC 28210

DEVELOPER/

CONTRACT PURCHASER:

KRISTI NEZNANSKI OBO
HAWTHORN DEVCO LLC
2260 MCGILCHRIST STREET SE
SALEM, OR 97302
503-400-9239

ARCHITECT:

LENITY ARCHITECTURE, INC
3150 KETTLE COURT SE
SALEM, OREGON 97301
503-399-1090

LANDSCAPE ARCHITECT:

LENITY ARCHITECTURE, INC
3150 KETTLE COURT SE
SALEM, OREGON 97301
503-399-1090

CIVIL ENGINEER:

TIMMONS GROUP
610 EAST MOREHEAD STREET, SUITE
250 CHARLOTTE, NC 28202
704-227-1563

ARCHITECTURAL SHEET INDEX:

- A0.0 COVER SHEET
- A1.1 SITE PLAN
- A4.1 EXTERIOR RENDERINGS
- A4.2 EXTERIOR RENDERINGS
- A4.3 EXTERIOR RENDERINGS
- A5.1 EXTERIOR ELEVATIONS

LANDSCAPE SHEET INDEX:

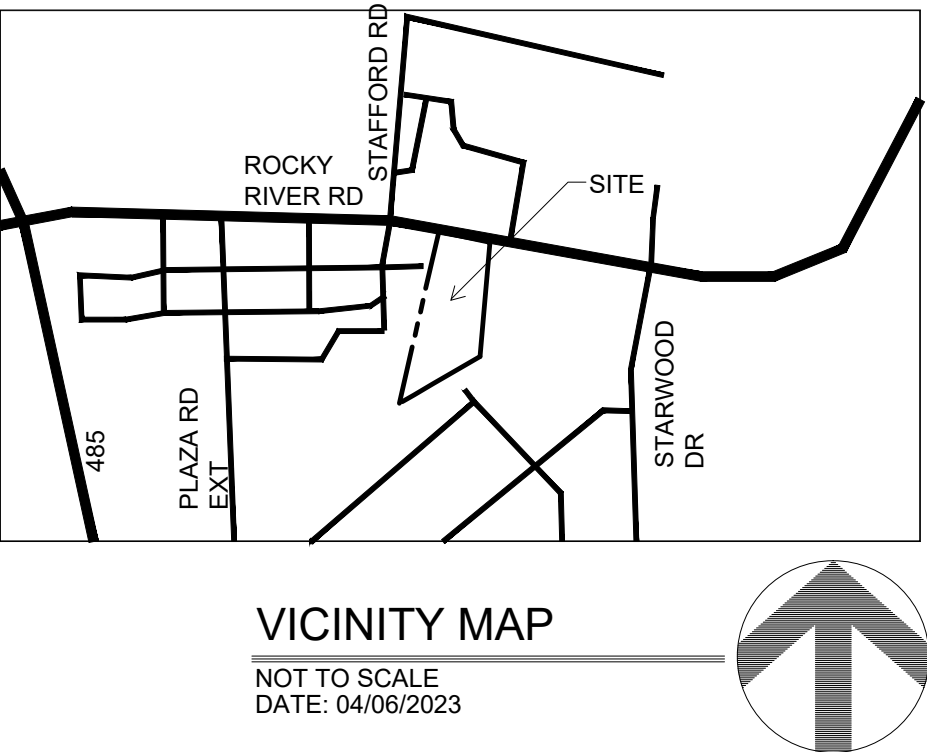
- L1.1 LANDSCAPE PLAN

ELECTRICAL SHEET INDEX:

- E1.1 SITE PHOTOMETRICS
- E1.2 SITE PHOTOMETRICS

CIVIL SHEET INDEX:

- C101 TREE PRESERVATION PLAN
- C200 SITE PLAN
- C400 GRADING AND STORMWATER
MANAGEMENT PLAN
- C500 UTILITY PLAN



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Harrisburg Retirement Residence

Harrisburg, NC

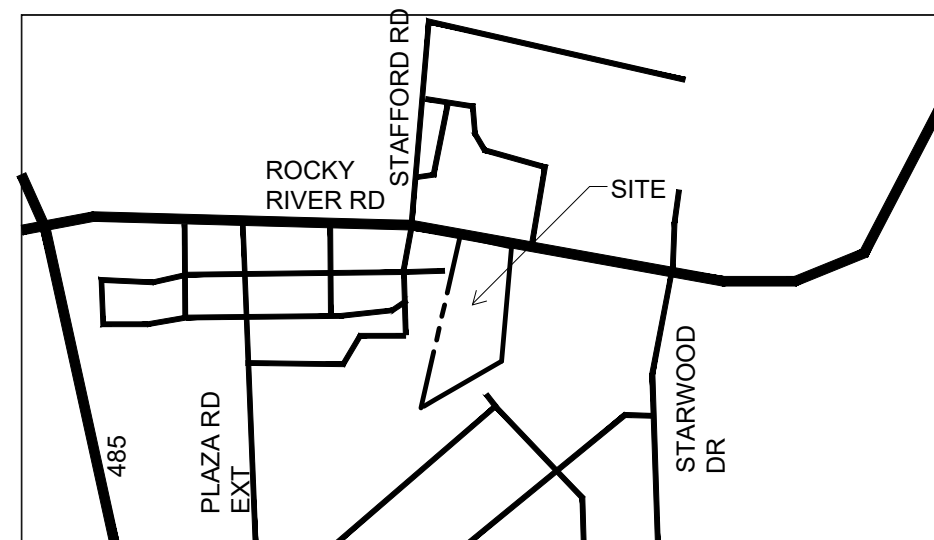
HAWTHORN
SENIOR LIVING
9310 NE Vancouver Mall Dr., Suite 200
Vancouver, WA 98662-8210
(360) 213-1550 Fax (360) 213-1540

12/21/2022
04/06/2023
A0.0

Harrisburg Retirement Residence

Harrisburg, NC

HARRISBURG, NC



VICINITY MAP
NOT TO SCALE

Site Information

Site Address: 9569 Rocky River Road
Property ID: #01-024 -0054.40
Parcel Area: 7.46 Acres (325,074 SF)

Land Use Summary

Jurisdiction: Town of Harrisburg
County: Cabarrus County
Annexation Required: Yes
Existing Zoning: Office (OI) & Commercial (CZ-C-2)
Proposed Zoning: General Commercial GC
Proposed Use: Senior Congregate Living
Proposed Units: 149 suites

Development Summary

	Required	Proposed
Front Building Setback:	10 Feet Min	68'-7"
Side Building Setback:	8 Feet Min	East 81'-7 1/2" / West 57'
Rear Building Setback:	8 Feet Min, 15 Feet adjacent to residential	87'-7" Acres / 121'-6 Bldg

Front Buffer Yard:	10 Feet Street Yard	18'-0"
Side Buffer Yard:	20 Feet	East 24' / West 21'
Rear Buffer Yard:	20 Feet	55'-7"
Building Height:	48 Feet	43'-5"
Building Square Footage:	no min/max	150,345 sq. ft.
Building Coverage:	no min/max	18.30%
Landscaped Area:	no min/max	149,146 sq. ft. 45%
Impervious Area:	80% Max	175,928 sq. ft. 55%
Auto Parking:	Min: 0.3 space/room Max: 1 space/room	133

REQUIRED SUSTAINABILITY POINTS

RECYCLING STATION	0.75	PROVIDED
MIN 5% HYBRID/ELECTRICAL	0.25	PROVIDED, 8 SPACES
1 LEVEL 2 CHARGING STATION	0.75	PROVIDED, 8 STATIONS
20 % EXISTING TREE CANOPY	1.25	PROVIDED, SEE LANDSCAPE PLAN
	3.00	

NOTE: ALL EV CHARGING STATIONS TO BE LEVEL 2

SITE PLAN

DATE: 04/06/2023
1" = 50'

0 25 50 100 150
1 12/21/2022
2 04/06/2023

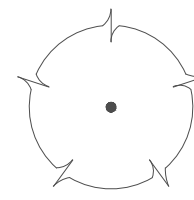
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Vancouver, WA 98662-8210
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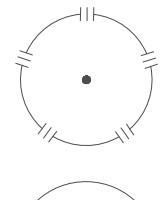
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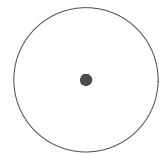
3-STORY FINISH FLOOR TO TOP OF ROOF



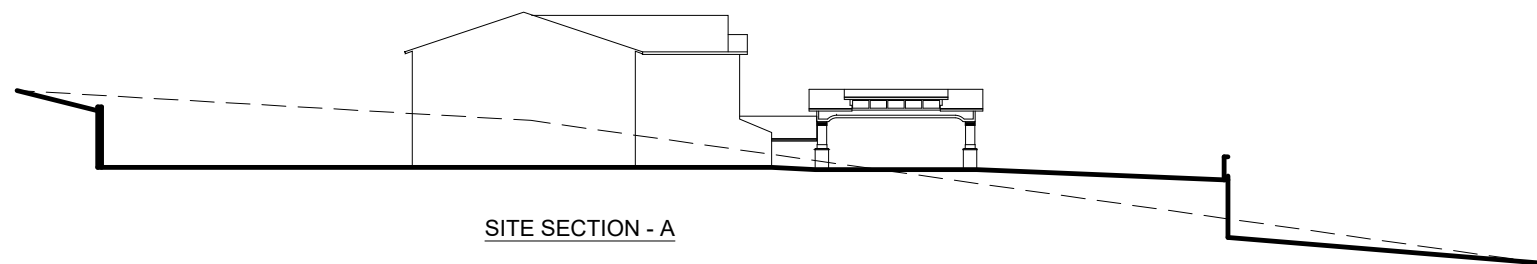
PARKING SHADE TREE



PARKING ORNAMENTAL TREE

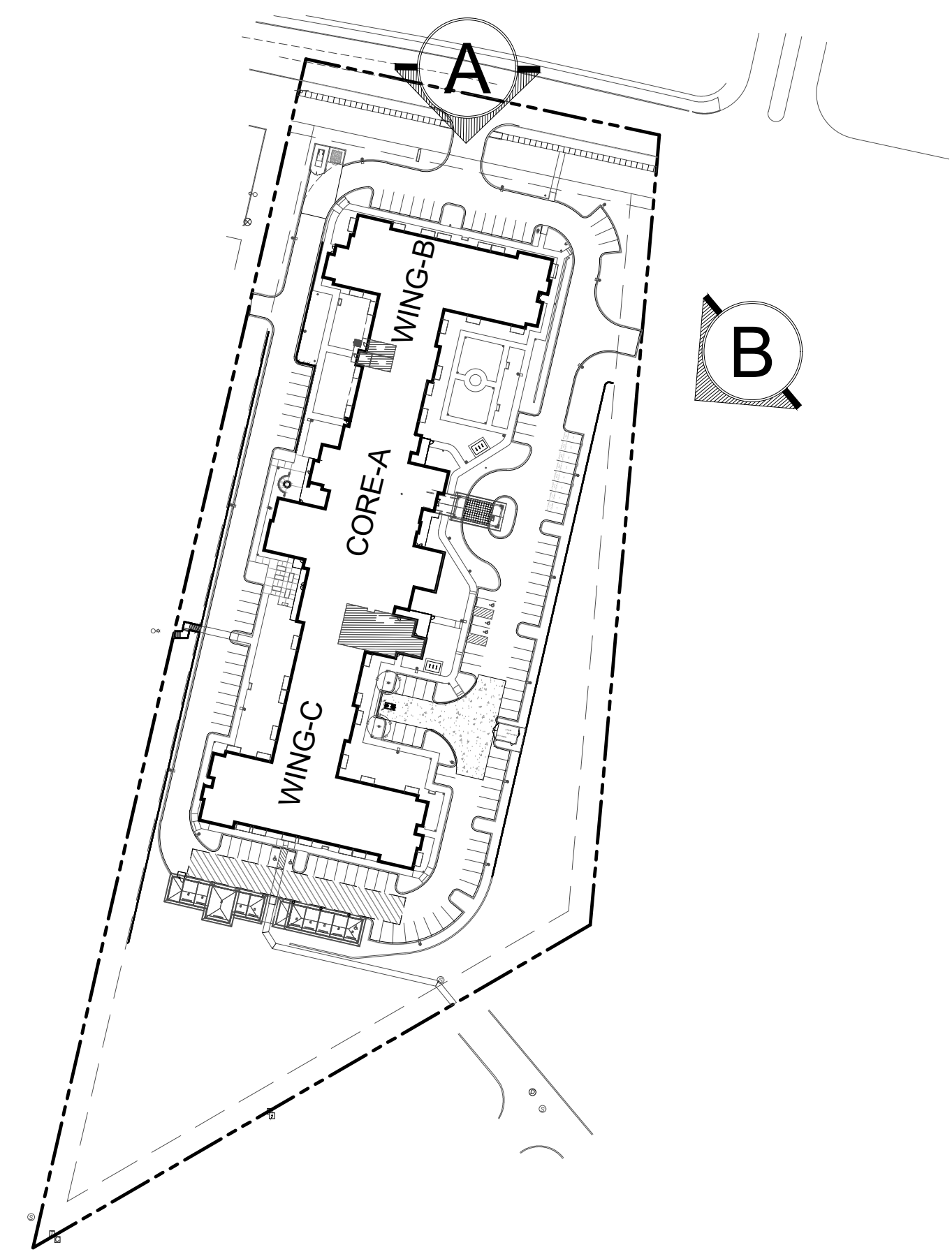


BUILDING YARD SHADE TREE

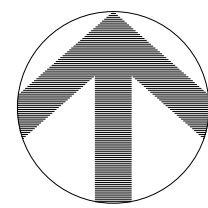




A STREET ENTRY LOOKING SOUTH AT WING-B
SCALE: N.T.S.



RENDERING KEY
SCALE: N.T.S.



B DRIVEWAY LOOKING SOUTH
SCALE: N.T.S.

NOTE:
ARCHITECTURAL RENDERINGS WILL CONFORM TO SECTION
141.02 OF THE TOWN OF HARRISBURG UDO.

EXTERIOR RENDERINGS

NOT TO SCALE
DATE: 04/06/2023

12/21/2022
04/06/2023

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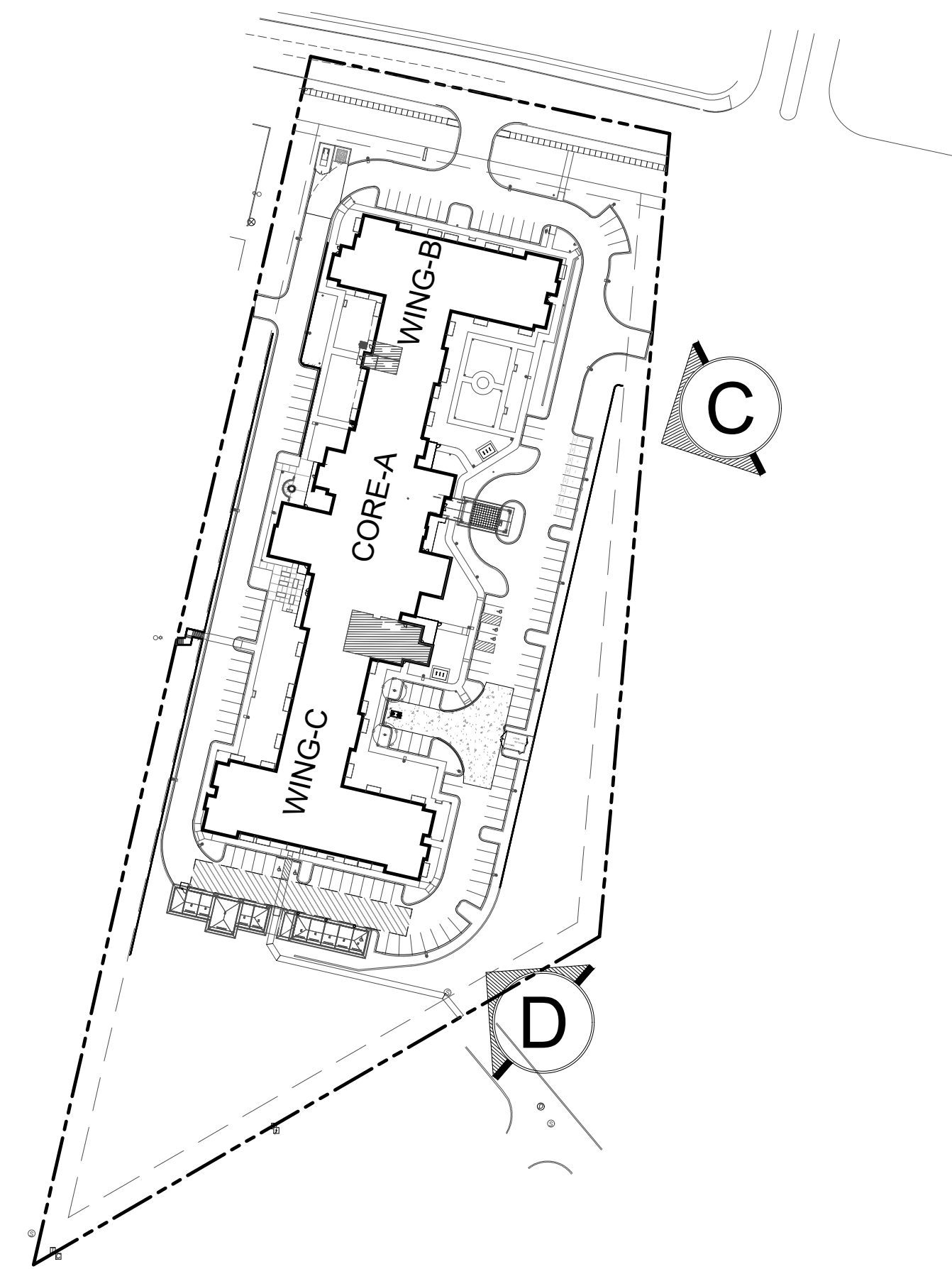
3150 Kettle Court SE, Salem, Oregon 97301
P 503 399 1090 F 503 399 0565 W lenityarchitecture.com

Harrisburg Retirement Residence

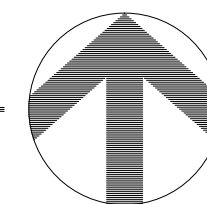
Harrisburg, NC



C DRIVEWAY LOOKING WEST
SCALE : N.T.S.



RENDERING KEY
SCALE: N.T.S.



D VIEW FROM DRIVEWAY NORTH WEST
SCALE : N.T.S.

NOTE:
ARCHITECTURAL RENDERINGS WILL CONFORM TO SECTION
141.02 OF THE TOWN OF HARRISBURG UDO.

EXTERIOR RENDERINGS

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DATE: 04/06/2023

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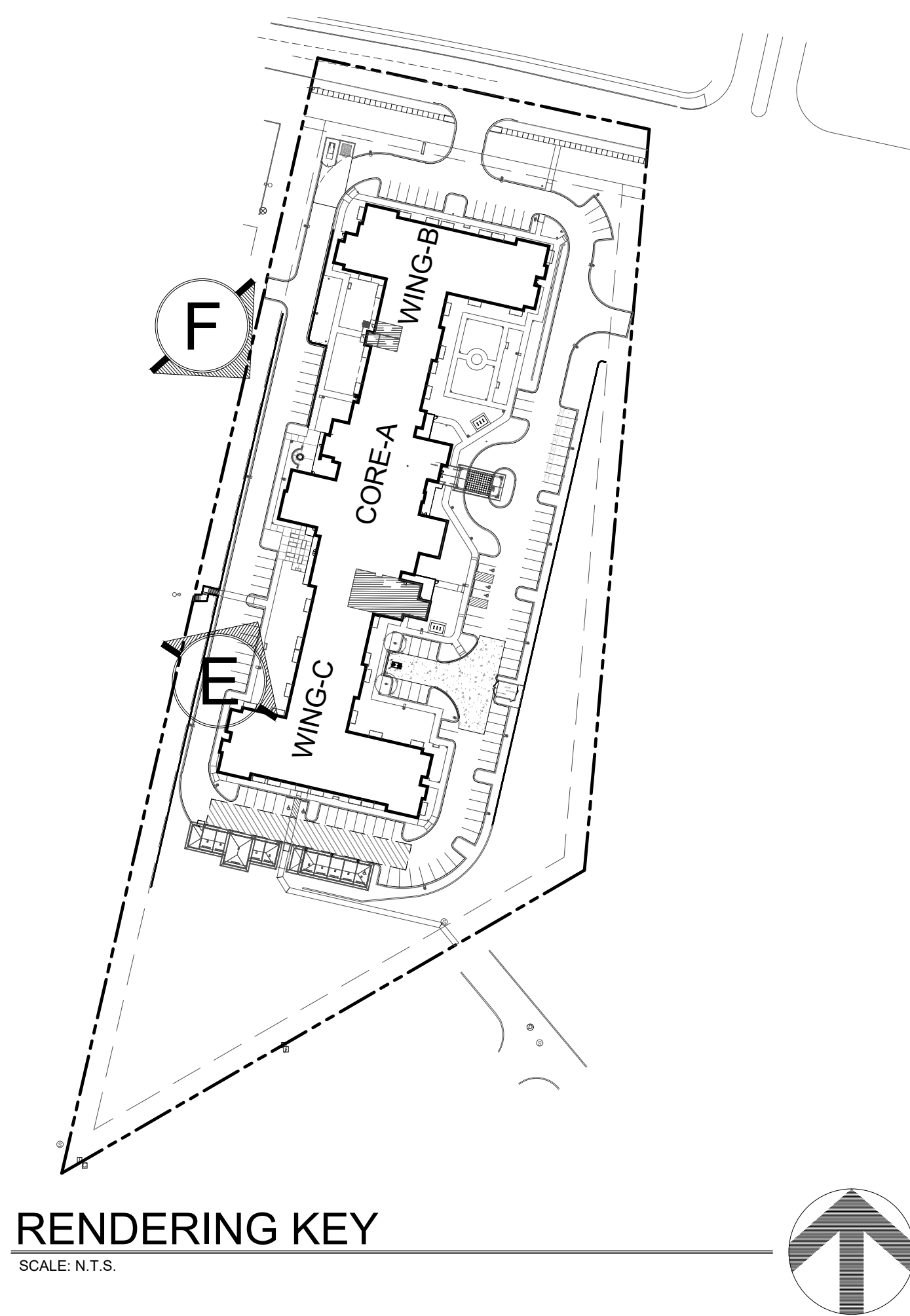
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Harrisburg Retirement Residence

Harrisburg, NC



E VIEW LOOKING EAST AT BACK OF BUILDING
SCALE: N.T.S.



F VIEW LOOKING EAST AT BACK OF BUILDING
SCALE: N.T.S.

NOTE:
ARCHITECTURAL RENDERINGS WILL CONFORM TO SECTION
141.02 OF THE TOWN OF HARRISBURG UDO.

EXTERIOR RENDERINGS

NOT TO SCALE
DATE: 04/06/2023

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A4.3

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Harrisburg Retirement Residence

Harrisburg, NC



A FRONT (EAST) ELEVATION

SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



B WING B (SOUTH) ELEVATION

SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



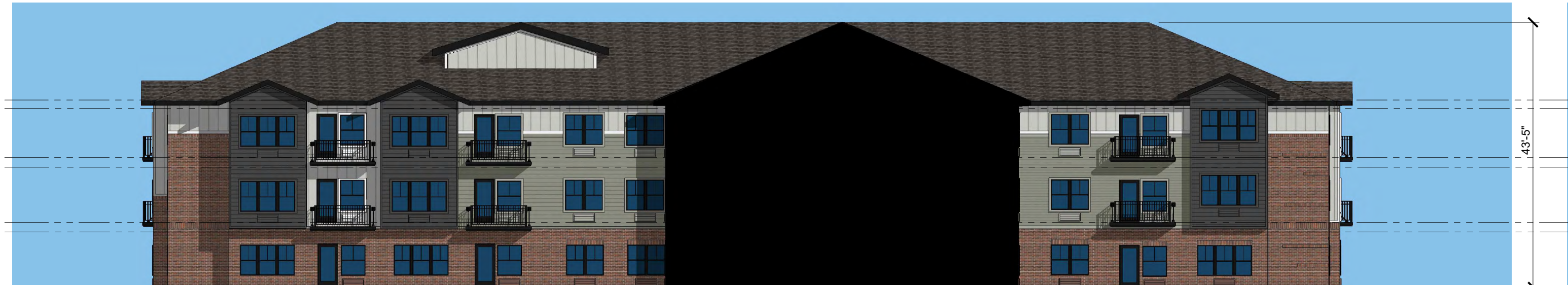
C WING B (NORTH) ELEVATION

SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



D REAR (WEST) ELEVATION

SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



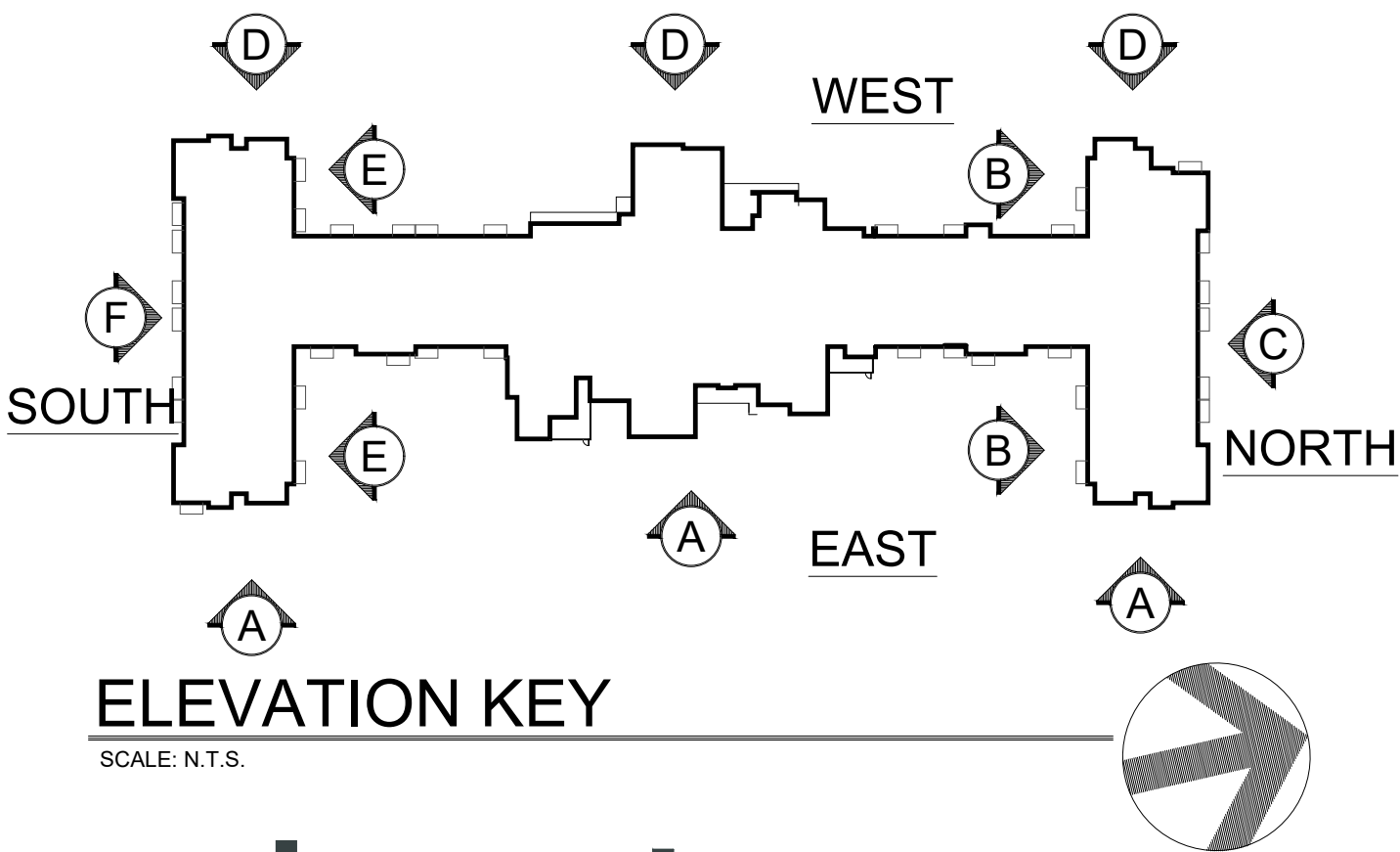
E WING C (NORTH) ELEVATION

SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



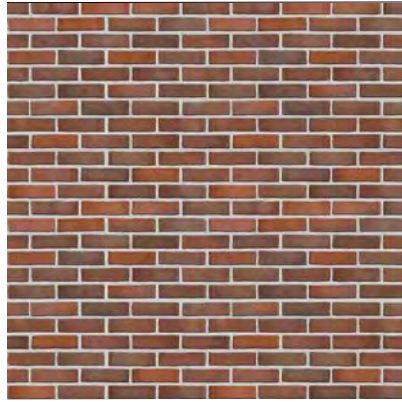
F WING C (SOUTH) ELEVATION

SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



ELEVATION KEY

SCALE: N.T.S.

KEY NOTES/COLORS						
						
HARDIE PANEL - SMOOTH FINISH COLOR: LIGHT MIST* LOCATIONS: BOARD + BATT SIDING, WINDOW AND DOOR TRIM AS SHOWN ON ELEVATIONS.	HARDIE PANEL LAP SIDING - 7\" data-bbox="321 803 394 839"/>	HARDIE PANEL LAP SIDING - 7\" data-bbox="424 803 490 839"/>	BRICK COLOR: TAN & BROWN COLOR BRICK PER LOCAL MANUFACTURER* LOCATIONS: BRICK MASONRY AS SHOWN ON ELEVATIONS	HARDIE PANEL - FASCIAS AND SOFFITS - WOOD GRAIN FINISH COLOR: TO MATCH DOOR AND WINDOWS* LOCATIONS: FASCIAS & SOFFITS AS SHOWN ON ELEVATIONS	ARCHITECTURAL COMPOSITION SHINGLE ROOFING COLOR: CHARCOAL* LOCATIONS: UPPER ROOF AS SHOWN ON ELEVATIONS	STANDING SEAM METAL ROOFING COLOR: CHARCOAL* LOCATIONS: LOWER ROOFS AS SHOWN ON ELEVATIONS

* = OR EQUIVALENT, ALTERNATES TO BE APPROVED BY ARCHITECT

NOTE:
ARCHITECTURAL RENDERINGS WILL CONFORM TO SECTION 141.02 OF THE TOWN OF HARRISBURG UDO.

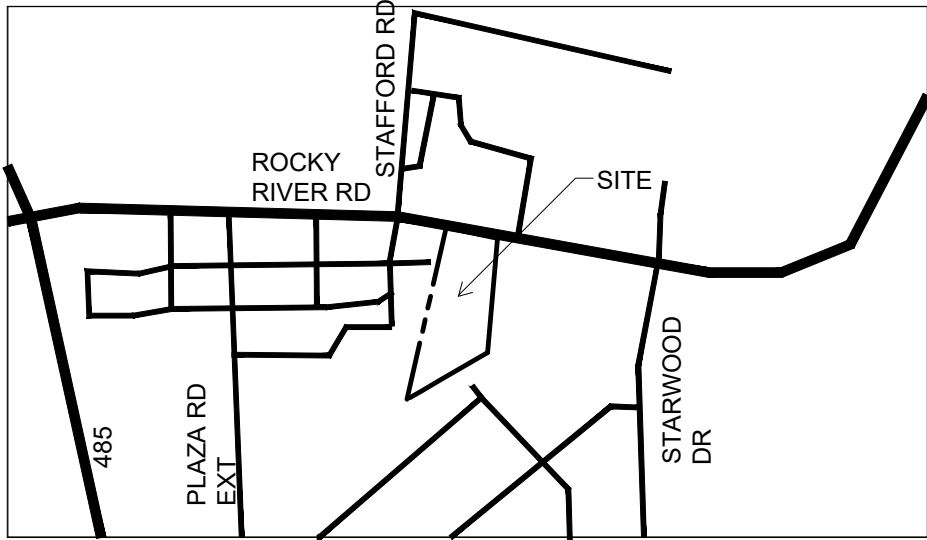
EXTERIOR ELEVATIONS

SCALE: 1/16" = 1'-0"
DATE: 04/06/2023

12/21/2022
04/06/2023

Harrisburg Retirement Residence

Harrisburg, NC



VICINITY MAP
NOT TO SCALE

7.3-1 POINTS FOR INDIVIDUAL PLANT TYPES

TYPE OF PLANT	POINTS
SHADE TREE	12
ORNAMENTAL TREE	6
LARGE SHRUB	3
MEDIUM SHRUB	2
SMALL SHRUB	1

SYMBOL	BOTANICAL NAME / COMMON NAME	DEC. / EVG.	QUANTITY	SIZE / COMMENTS
SHADE TREES: NOTE TREE SYMBOLS MAY APPEAR REDUCED IN SCALE				
	ACER SACCHARUM SUGAR MAPLE	DECIDUOUS	9	2-2.50" CAL. x 10-12"
	GINKGO BILOBA 'FAIRMOUNT'	DECIDUOUS	16	2-2.50" CAL. x 10-12"
	FAIRMOUNT MAIDENHAIR TREE	EVERGREEN	14	2-2.50" CAL. x 10-12"
	JUNIPERUS VIRGINIANA EASTERN RED CEDAR	DECIDUOUS	21	2-2.50" CAL. x 10-12"
	LIQUIDAMBAR STYRACIFLUA 'ROTUNDILOBA'	DECIDUOUS	7	2-2.50" CAL. x 10-12"
	SWEET GUM	EVERGREEN	4	2-2.50" CAL. x 10-12"
	MAGNOLIA GRANDIFLORA SOUTHERN MAGNOLIA	EVERGREEN	12	2-2.50" CAL. x 10-12"
	PINUS ECHINATA SHORT-LEAF PINE	DECIDUOUS	10	2-2.50" CAL. x 10-12"
ORNAMENTAL TREES:				
	CERCIS CANADENSIS EASTERN REDBUD	DECIDUOUS	5	1.50-2" CAL. x 6-8"
	CORNUS KOUSA KOUSA DOGWOOD	DECIDUOUS	10	1.50-2" CAL. x 6-8"
	HAMMAMELIS MOLLIS CHINESE WITCH-HAZEL	DECIDUOUS	7	1.50-2" CAL. x 6-8"
	ILEX X ATTENUATA 'FOSTER'	EVERGREEN	14	1.50-2" CAL. x 6-8"
	LAGERSTROEMIA INDICA 'MUSKOGEE'	DECIDUOUS	11	1.50-2" CAL. x 6-8"
	LAVENDER GRAPE MYRTLE	DECIDUOUS	8	1.50-2" CAL. x 6-8"
	PRAIRIFIRE FLOWERING CRABAPPLE	DECIDUOUS	7	1.50-2" CAL. x 6-8"
	OXYDENDRON ARBOREUM SOURWOOD	EVERGREEN	16	1.50-2" CAL. x 6-8"
	PRUNUS CAROLINIANA CAROLINA CHERRY LAUREL	DECIDUOUS	13	36-42" HIGH
	CHAENOMELES 'HOLLANDIA'	EVERGREEN	108	36-42" HIGH
	RED FLOWERING QUINCE (BARRIER PLANT)	EVERGREEN	94	36-42" HIGH
	ILEX CORNUTA 'BURFORDII'	EVERGREEN	93	36-42" HIGH
	JUNIPERUS CHINENSIS 'HETZII'	EVERGREEN	27	36-42" HIGH
	HETZ'S COLUMNAR JUNIPER	EVERGREEN	TBD	18-24" HIGH
	OSMANTHUS FRAGRANS TEA OLIVE	DECIDUOUS	TBD	18-24" HIGH
	PYRACANTHA COCCINEA SCARLET FIRETHORN (BARRIER PLANT)	EVERGREEN	TBD	18-24" HIGH
MEDIUM & SMALL SHRUB LIST:				
	ABELIA X GRANDIFLORA 'KALEIDOSCOPE'	EVERGREEN	TBD	18-24" HIGH
	KALEIDOSCOPE GLOSSY ABELIA	EVERGREEN	TBD	18-24" HIGH
	AZALEA (RHODODENDRON SPP.)	EVERGREEN	TBD	18-24" HIGH
	AZALEA	EVERGREEN	TBD	18-24" HIGH
	ILEX CRENATA 'HELLERI'	EVERGREEN	TBD	18-24" HIGH
	DWARF JAPANESE HOLLY	EVERGREEN	TBD	18-24" HIGH
	ILEX GLABRA INKBERRY HOLLY	EVERGREEN	TBD	18-24" HIGH
	LOROPETALUM CHINENSE LOROPETALUM	EVERGREEN	TBD	18-24" HIGH
	RHAPHIOLEPIS INDICA INDIA HAWTHORN	EVERGREEN	TBD	18-24" HIGH
	RHAPHIOLEPIS UMBELLATA 'MINOR'	EVERGREEN	TBD	18-24" HIGH
	DWARF YEDDO HAWTHORN	DECIDUOUS	TBD	18-24" HIGH
	ROSA SPP. LANDSCAPE AND CARPET ROSES	EVERGREEN	TBD	1 GAL. @ 48" O.C.
	GROUND COVER LIST (100% COVERAGE PROVIDED AT 3 YEARS):	EVERGREEN	TBD	1 GAL. @ 24" O.C.
	COTONEASTER PROCUMBENS 'GERALD'	EVERGREEN	TBD	4" POTS @ 24" O.C.
	LITTLE DIPPER COTONEASTER	EVERGREEN	TBD	4" POTS @ 24" O.C.
	LIRIOPE MUSCARI LILY TURF	EVERGREEN	TBD	4" POTS @ 24" O.C.
	PACHYSANDRA TERMINALIS 'GREEN SHEEN'	EVERGREEN	TBD	4" POTS @ 24" O.C.
	JAPANESE SPURGE	EVERGREEN	TBD	4" POTS @ 24" O.C.
	TRACHELOSPERMUM ASIATICUM ASIAN JASMINE	EVERGREEN	TBD	4" POTS @ 24" O.C.
	LAWN AREAS- GEO ZOYSIA GRASS	TBD	SOD OR SEED	

7.4-2 BUFFER YARD LANDSCAPE REQUIREMENTS

BUFFER YARD TYPE	MINIMUM WIDTH	MIN. REQUIRED SHADE TREES	MIN. REQUIRED ORNAMENTAL TREES	% TREES REQUIRED TO BE EVERGREEN	MIN. REQUIRED LARGE EVERGREEN SHRUBS	MIN. REQUIRED POINTS / LIN. FT.
C	20 FT.	1/50'	1/50'	50	1/20'	1.2
20' EAST BUFFER- TYPE C						
EAST BUFFER YARD (610 L.F.)			12 SHADE TREES REQUIRED			
SHADE TREES REQUIRED 610 / 50= 12.2			4			
PRESERVED DECID. SHADE TREES=			8			
PRESERVED EVG. SHADE TREES=			9			
NEW DECIDUOUS SHADE TREES=			6			
NEW EVERGREEN SHADE TREES=			27 (324 PTS.)			
SHADE TREES TOTAL=			52%			
% EVERGREEN=			12 ORNAM. TREES REQUIRED			
ORNAMENTAL TREES REQUIRED 610 / 50= 12.2			12			
NEW DECIDUOUS ORNAMENTAL TREES=			24 (144 PTS.)			
NEW EVERGREEN ORNAMENTAL TREES=			50%			
ORNAMENTAL TREES PROPOSED=			31 SHRUBS REQUIRED			
% EVERGREEN=			88 (264 PTS.)			
LARGE EVG. SHRUBS REQUIRED 610 / 20= 30.5			732 POINTS REQUIRED			
LARGE EVG. SHRUBS PROPOSED=			732			
POINTS REQUIRED 610 x 1.2=						
POINTS PROPOSED=						

7.5-1 BUILDING YARD LANDSCAPE REQUIREMENTS

BUILDING YARD CATEGORY	MINIMUM WIDTH	MIN. REQUIRED SHADE TREES	MIN. REQUIRED ORNAMENTAL TREES	MIN. REQUIRED SMALL OR MEDIUM EVERGREEN SHRUBS	MIN. REQUIRED POINTS / LIN. FT.
4	12 FT.	1 PER 50 L.F.	1 PER 50 L.F.	16 PER 30 L.F.	1.0
EAST BUILDING YARD (348 L.F. x 12 FT. MIN. WIDTH)					
SHADE TREES REQUIRED 348/50= 6.96			348 TOTAL POINTS REQUIRED		
SHADE TREES PROPOSED=			7 SHADE TREES REQUIRED		
ORNAMENTAL TREES REQUIRED 348/50= 6.96			7 (84 PTS.)		
ORNAMENTAL TREES PROPOSED=			7 ORNAM. TREES REQUIRED		
SMALL OR MEDIUM EVG. SHRUBS REQUIRED 348/30 x 16=			186 SHRUBS REQUIRED		
MEDIUM EVG. SHRUBS PROPOSED=			36 (72 PTS.)		
SMALL EVG. SHRUBS PROPOSED=			150 (150 PTS.)		
TOTAL SHRUBS / TOTAL POINTS PROPOSED=			186 (348 PTS.)		
WEST BUILDING YARD (370 L.F. x 12 FT. MIN. WIDTH)					
SHADE TREES REQUIRED 370/50= 7.4			370 TOTAL POINTS REQUIRED		
SHADE TREES PROPOSED=			8 SHADE TREES REQUIRED		
ORNAMENTAL TREES REQUIRED 370/50= 7.4			8 (96 PTS.)		
ORNAMENTAL TREES PROPOSED=			8 ORNAM. TREES REQUIRED		
SMALL OR MEDIUM EVG. SHRUBS REQUIRED 370/30 x 16=			197 SHRUBS REQUIRED		
MEDIUM EVG. SHRUBS PROPOSED=			29 (58 PTS.)		
SMALL EVG. SHRUBS PROPOSED=			168 (168 PTS.)		
TOTAL SHRUBS / TOTAL POINTS			197 (370 PTS.)		

7.6 PARKING LOT YARD LANDSCAPE REQUIREMENTS

PARKING STALL QUANTITY		123 STALLS (GARAGE SPACES NOT INC.)
PARKING LOT YARD LANDSCAPE AREA REQUIREMENT:		10% MIN. NET AREA ON INTERIOR OR EXTERIOR
PARKING AREA:		69,763 S.F.
10% OF PARKING AREA=		6,976 S.F.
PARKING LANDSCAPE AREA PROPOSED=		14,074 S.F. (20%)
PARKING LOT YARD PLANTING REQUIREMENTS:		
1 SHADE TREE OR TWO ORNAMENTAL TREES AND EIGHT SMALL SHRUBS / 10 STALLS, WHEREAS PLANTING AREAS SHALL A MINIMUM WIDTH OF 9 FT., SHADE TREES SHALL HAVE A MINIMUM PLANTING OF 300 S.F., ORNAMENTAL TREES SHALL HAVE A MIN. PLANTING AREA OF 150 S.F. A PARKING LOT TREE SHALL BE PLACED 60 L.F. MAX. FROM ALL PARKING STALLS.		
123 PARKING STALLS / 10= 12.3		13 SHADE TREES REQUIRED*
*2 ORNAMENTAL TREES MAY BE USED IN LIEU OF 1 SHADE TREE		
SHADE TREES PROPOSED=		10 SHADE TREES
ORNAMENTAL TREES PROPOSED=		11 ORNAMENTAL TREES
A TREE IS LOCATED WITHIN 60' OF ALL STALLS		
123 PARKING STALLS / 10= 12.3 x 8=		99 SMALL SHRUBS REQUIRED
SMALL SHRUBS PROPOSED=		118 SMALL SHRUBS

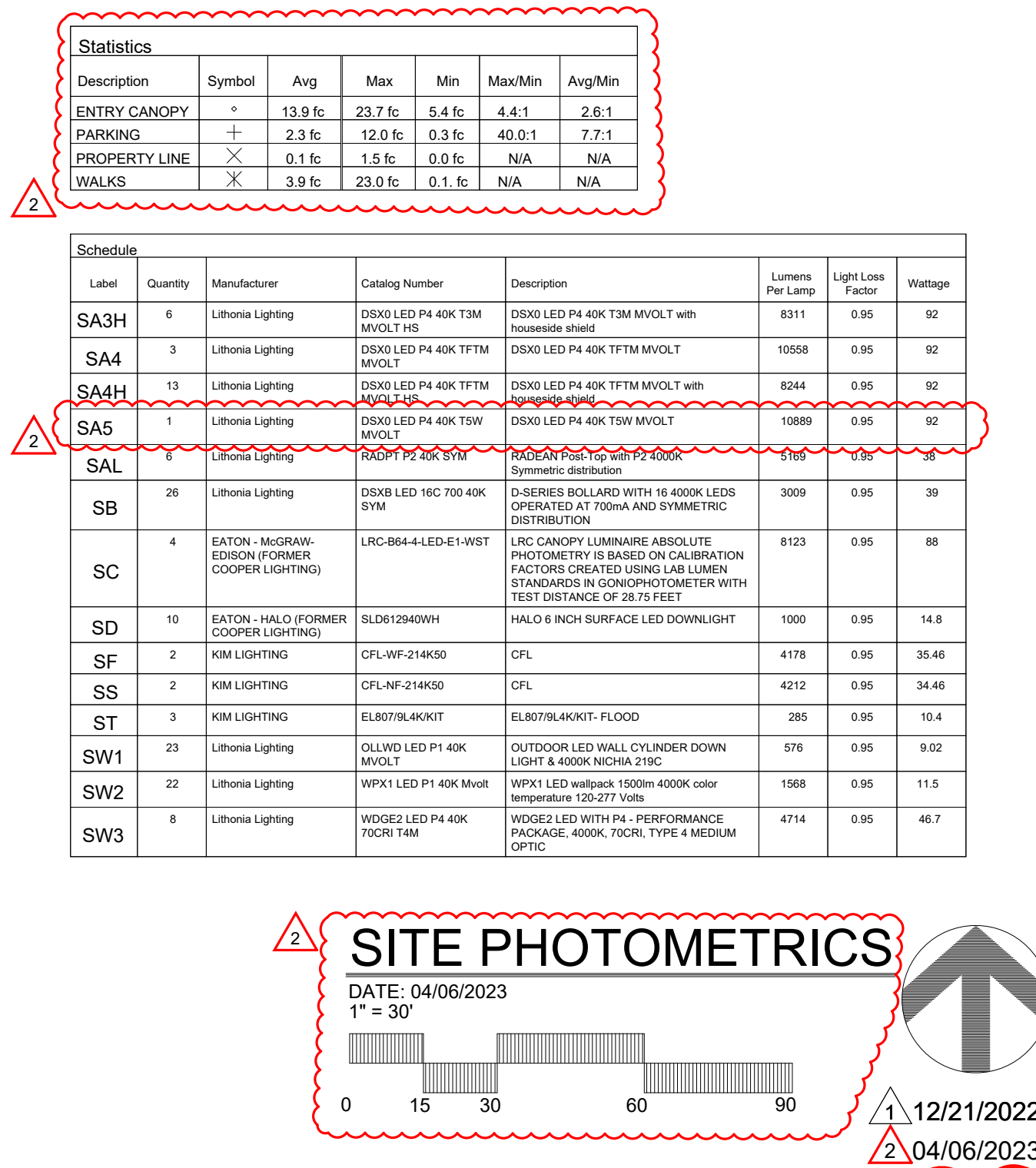
7.7-1 STREET YARD LANDSCAPE REQUIREMENTS

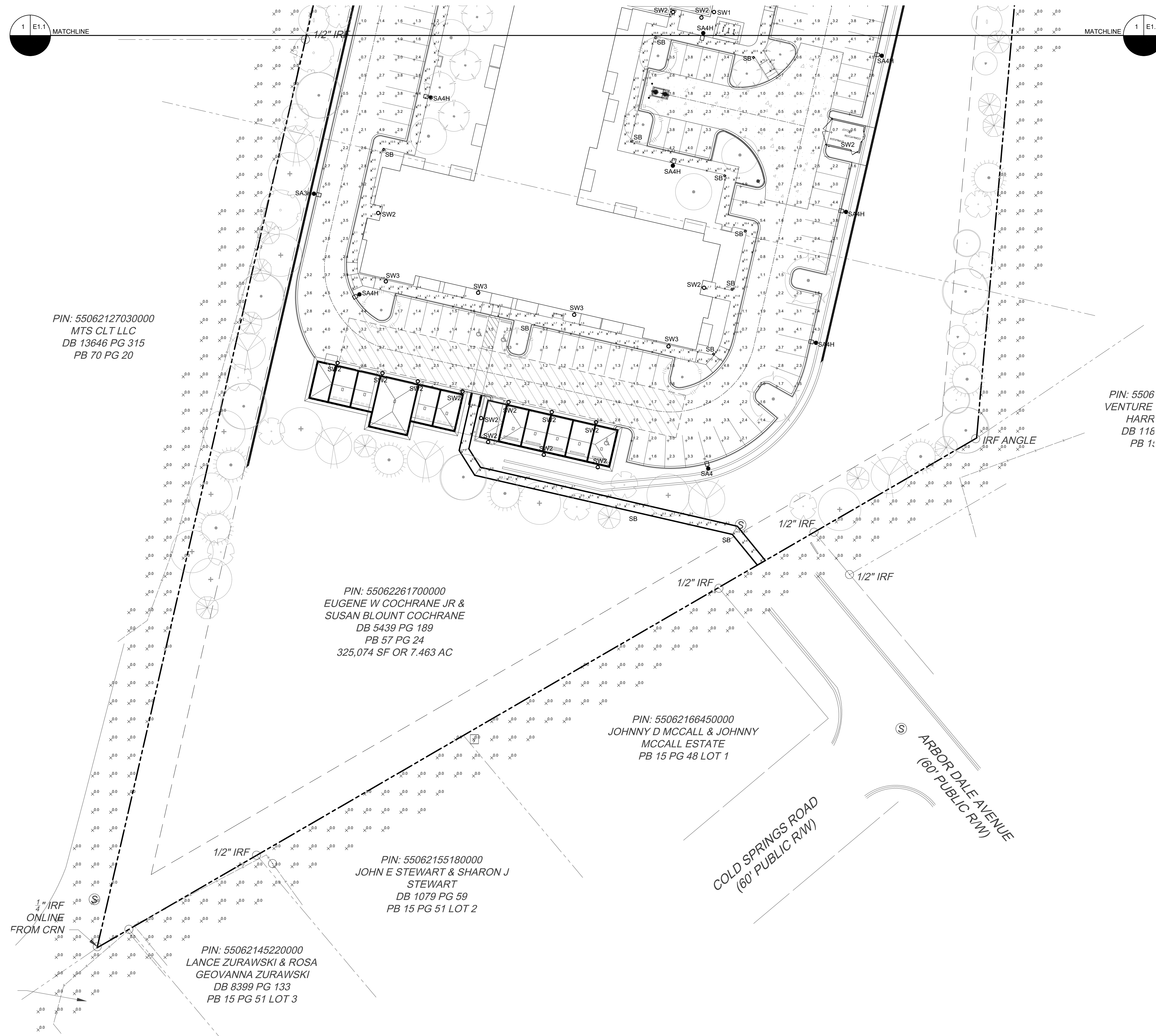
STREET YARD CLASS	MINIMUM WIDTH	MIN. REQUIRED SHADE TREES	MIN. REQUIRED ORNAMENTAL TREES	MIN. REQUIRED POINTS / LIN. FT.
4	8 FT.	1 PER 50 L.F.	1 PER 50 L.F.	0.5
FRONT STREET YARD (314 L.F. LESS 30' DRIVEWAY= 284 L.F. x 8 FT. MIN. WIDTH)				
SHADE TREES REQUIRED 284 / 50= 5.68			6 SHADE TREES REQUIRED	
SHADE TREES PROPOSED=			6 ORNAM. TREES REQUIRED	
ORNAMENTAL TREES REQUIRED 284 / 50= 5.68			142 POINTS REQUIRED	
ORNAMENTAL TREES PROPOSED=			72	
POINTS REQUIRED 284 x 0.5=			36	
POINT SUMMARY:			35	
6 SHADE TREES @ 12 PTS.=			143 POINTS	
6 ORNAMENTAL TREES @ 6 PTS.=				
35 SMALL SHRUBS @ 1 PT.=				
POINTS PROVIDED=				

- NOTES:
1. AN AUTOMATED PERMANENT IRRIGATION SYSTEM SHALL BE INSTALLED USING SMART TECHNOLOGY. PROVIDING 100% COVERAGE TO ALL LANDSCAPED AREAS. IRRIGATION CONTRACTOR/INSTALLER SHALL SUBMIT A DESIGN/BUILD IRRIGATION PLAN TO LANDSCAPE ARCHITECT FOR APPROVAL.
 2. PROVIDE 4 FT. HIGH TREE PROTECTION FENCING AROUND CRITICAL ROOT ZONES OF ALL TREES OR TREE GROUPS TO BE PRESERVED. TREE PROTECTION FENCING TO BE INSTALLED AND INSPECTED PRIOR TO ANY LAND DISTURBANCE AND TO REMAIN IN PLACE THROUGHOUT ENTIRE CONSTRUCTION ACTIVITY PERIOD. REFER TO CIVIL PLANS.
 3. ALL SHRUB/GROUND COVER BEDS TO RECEIVE A 3" LAYER OF AGED SHREDDED HARDWOOD MULCH.

Harrisburg Retirement Residence

<





lenity
architecture, inc.

3150 Kettle Court SE, Salem, Oregon 97301
P 503 399 1090 F 503 399 0565 W lenityarchitecture.com

Harrisburg Retirement Residence

Harrisburg, NC

SITE PHOTOMETRICS
DATE: 04/06/2023
1" = 30'
0 15 30 60 90
12/21/2022
04/06/2023

HAWTHORN
SENIOR LIVING

9310 NE Vancouver Mall Dr., Suite 200
Vancouver, WA 98662-8210
(360) 213-1550 Fax (360) 213-1540

E1.2

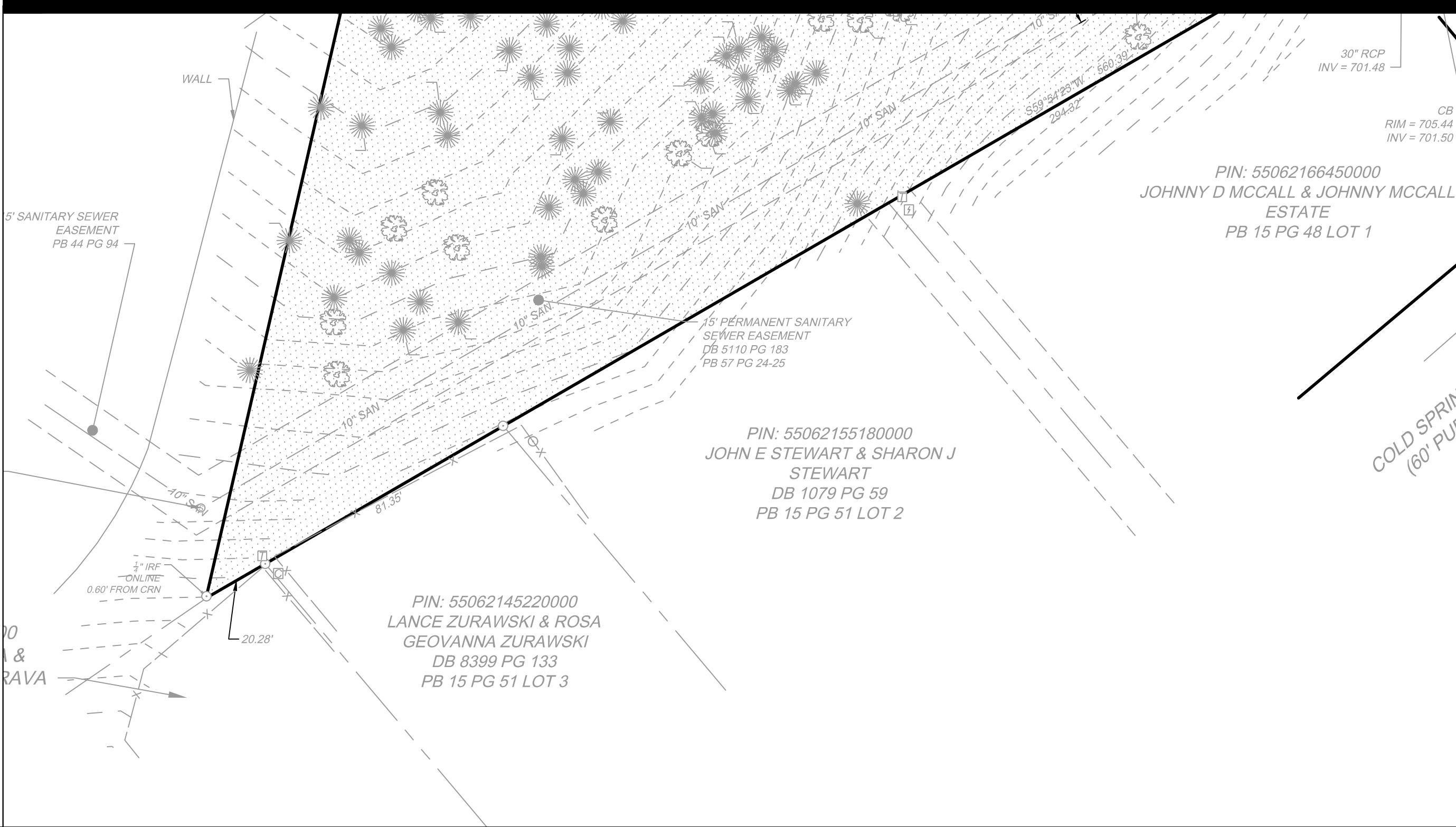
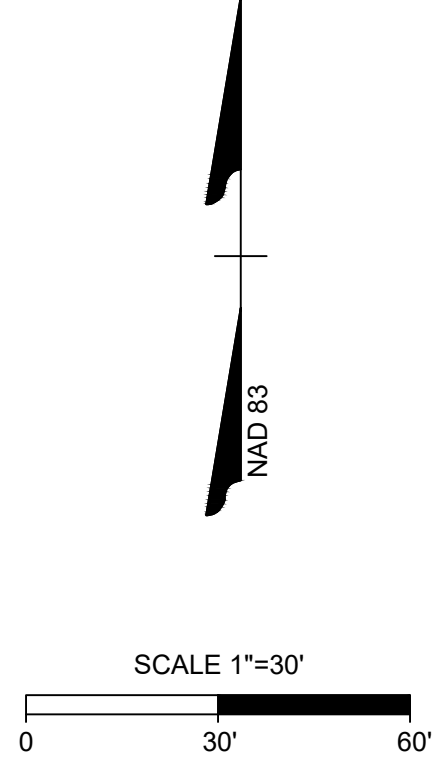
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SITE PLAN LEGEND	
	R/W, PROPERTY LINE
	TREE CANOPY SAVED
	TREE CANOPY REMOVED
	SELECTIVE TREE REMOVAL
	EXISTING TREE TO BE SAVED
	EXISTING TREE TO BE REMOVED

HERITAGE TREE SUMMARY	
THERE ARE NO KNOWN HERITAGE TREES LOCATED WITHIN THIS PROJECT LIMITS	
TREE SAVE - TREE CANOPY	
AREA OF SITE:	325,073 SF (7.46 AC)
EXISTING CANOPY:	67,065 SF (1.54 AC)
REMOVED CANOPY:	25,682 SF (0.59 AC)
RETAINED TREE CANOPY:	41,383 SF (0.95 AC)*
*61.7% OF EXISTING CANOPY	

- TREE PROTECTION NOTES:**
- APPLICABILITY**
 - A TREE AND ROOT PRESERVATION PLAN DELINEATING AREAS OF TREE SAVE SHALL BE INCORPORATED AS PART OF THE LANDSCAPING, GRADING, AND EROSION CONTROL PLANS. THE FOLLOWING MEASURES SHALL BE FOLLOWED TO PROTECT EXISTING TREES ON A DEVELOPING SITE:
 - PRIOR TO DEMOLITION, CLEARING, CONSTRUCTION, GRADING, AND INSTALLATION OF EROSION CONTROL MEASURES, TREE PROTECTIVE BARRIERS MUST BE INSTALLED AROUND ALL TREE SAVE AREAS BY THE DEVELOPER AND APPROVED BY THE TOWN.
 - THE TREE PROTECTION FENCE SHALL BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA (DRIP LINE PLUS 5 FEET). TREE PROTECTION FENCING FOR A FOREST CANOPY STANDS AREA IS TO BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA AROUND THE FOREST EDGE. TREE PROTECTION FENCING SHALL CONSIST OF ORANGE SAFETY FENCING OR A COMBINATION OF ORANGE SAFETY FENCING WITH SILT FENCING AT A MINIMUM OF 4 FEET IN HEIGHT ON METAL OR WOOD POSTS.
 - ALL TREE PROTECTION AREAS MUST BE DESIGNATED AS SUCH WITH "TREE SAVE AREA SIGNS" POSTED IN ADDITION TO THE REQUIRED PROTECTIVE FENCING. SIGNS REQUESTING SUBCONTRACTOR COOPERATION AND COMPLIANCE WITH TREE PROTECTION STANDARDS ARE RECOMMENDED FOR SITE ENTRANCES.
 - NO SOIL DISTURBANCE OR COMPACTION, STOCK PILING OF SOIL OR OTHER CONSTRUCTION MATERIAL, VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT AND MATERIALS ARE ALLOWED WITHIN THE TREE SAVE AREA.
 - NO ROPES, SIGNS, WIRES, UNPROTECTED ELECTRICAL INSTALLATION OR OTHER DEVICE OR MATERIAL SHALL BE SECURED OR FASTENED AROUND OR THROUGH A TREE OR SHRUB.
 - ALL PROTECTIVE MEASURES SHALL BE MAINTAINED THROUGHOUT THE LAND DISTURBING AND CONSTRUCTION PROCESS, AND SHALL NOT BE REMOVED UNTIL FINAL LANDSCAPING IS INSTALLED.
 - ENCROACHMENT**
 - IF ENCROACHMENT INTO A REQUIRED TREE SAVE/PRESERVATION AREA OCCURS WHICH CAUSES IRREPARABLE DAMAGE TO THE TREES, THE TREE PRESERVATION AND/OR REPLACEMENT PLAN SHALL BE REVISED TO COMPENSATE FOR THE LOSS. ENCROACHMENTS SHALL BE SUBJECT TO THE PENALTIES LISTED IN THE TOWN OF HARRISBURG UNIFIED DEVELOPMENT ORDINANCE. ENCROACHMENTS, DAMAGE AND REMOVAL OF VEGETATION IN A TREE SAVE/PRESERVATION AREA SHALL BE REPLANTED IN ACCORDANCE WITH THE TOWN OF HARRISBURG UNIFIED DEVELOPMENT ORDINANCE.
 - TREE REMOVAL**
 - LAND DISTURBING PERMIT REQUIRED. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL SUCH ACTIVITIES HAVE BEEN AUTHORIZED BY ISSUANCE OF A VALID LAND DISTURBING PERMIT AS SPECIFIED UNDER THE PROVISIONS OF THE TOWN OF HARRISBURG UNIFIED DEVELOPMENT ORDINANCE AND THE NCEQ EROSION AND SEDIMENTATION CONTROL MANUAL.
 - MITIGATION**
 - IF A REQUIRED TREE SAVE/PRESERVATION AREA OR REQUIRED UNDISTURBED BUFFER YARD IS DISTURBED FOR ANY REASON, IT SHALL BE RESTORED AT A RATE OF 10 TREES PER 1000 SQUARE FEET. TREES TO BE PLANTED SHALL HAVE A MINIMUM CALIPER OF 2 INCHES, SHALL BE 8-10 FEET IN HEIGHT AT INSTALLATION, AND SHALL BE AT LEAST 15% LARGE MATURING VARIETIES, WHERE A DISTURBED AREA ALSO FUNCTIONED TO BUFFER ADJACENT PROPERTIES OR PUBLIC STREET(S), AT LEAST 50% OF THE TREES SHALL BE EVERGREEN VARIETIES. TREES SHALL BE DISTRIBUTED THROUGHOUT THE DISTURBED AREA IN SUCH A WAY AS TO EFFECTIVELY REPLACE THE VEGETATION DISTURBED. WHERE UNDER STORY VEGETATION IS REMOVED OR DISTURBED IT SHALL BE REPLACED AT A RATE OF 40 SHRUBS PER 100 LINEAR FEET. SHRUBS SHALL BE EVERGREEN AND 3 FEET IN HEIGHT WHEN INSTALLED AND ARE EXPECTED TO REACH A MINIMUM HEIGHT OF 6 FEET AT MATURITY. WHEN A TREE IS DESTROYED DUE TO AN ACT OF GOD, IT SHALL BE REPLACED WITH THE SAME SPECIES OR COMPARABLE SPECIES, 2 INCH IN CALIPER IN SIZE. A PLANTING PLAN IS REQUIRED FOR STAFF REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF PLANTING.



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REVISION DESCRIPTION	DATE
ADDRESS TOWN COMMENTS	12/21/2022
ADDRESS TOWN COMMENTS	2/9/2023
ADDRESS TOWN COMMENTS	
ADDRESS TOWN COMMENTS	
ADDRESS TOWN COMMENTS	

DATE
08/23/2022

DRAWN BY
R.SAMUELS

DESIGNED BY
R.SAMUELS

CHECKED BY
B.CRITCHFIELD

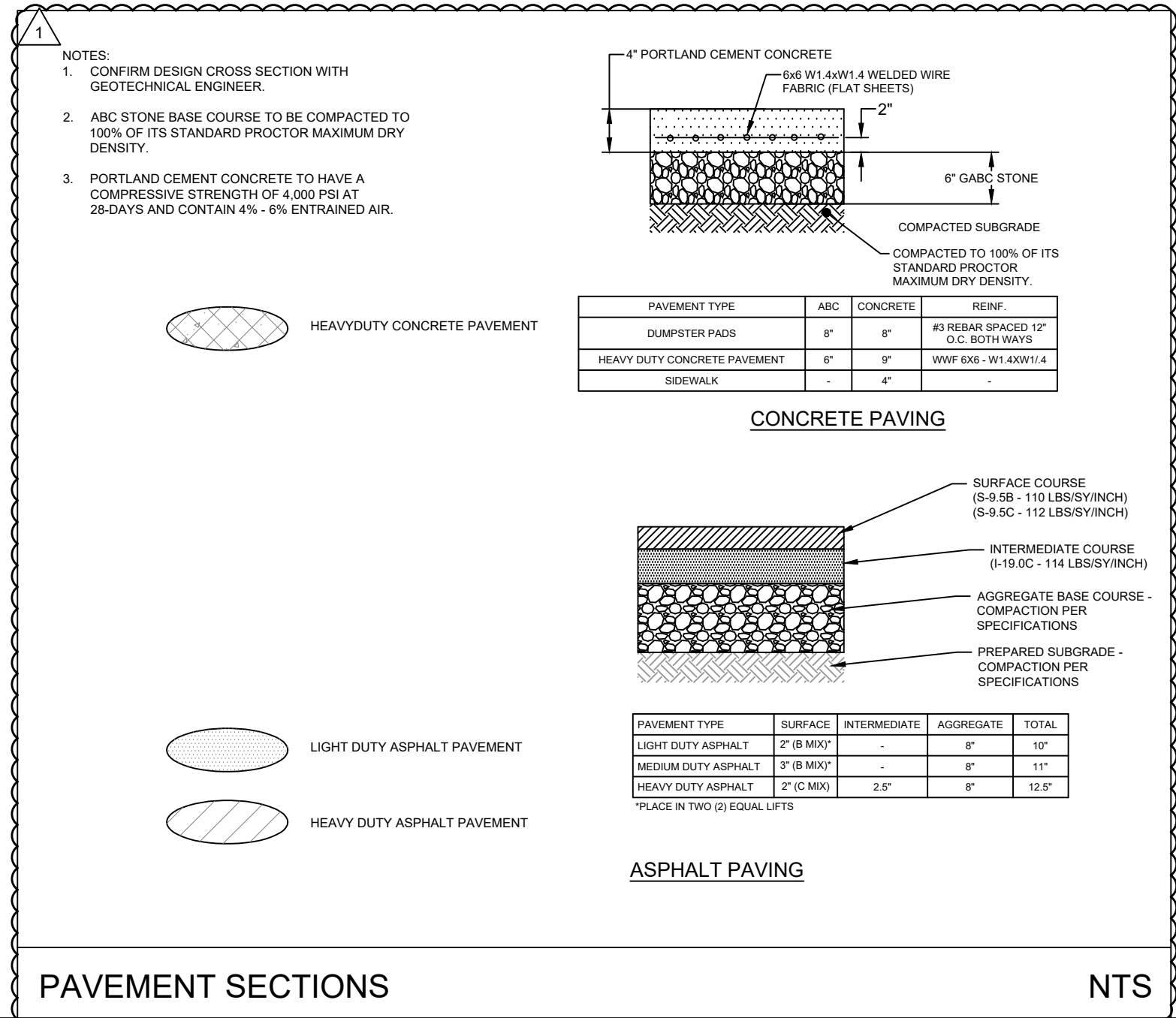
SCALE
AS SHOWN

HARRISBURG RETIREMENT
CABARRUS COUNTY, NORTH CAROLINA
TREE PRESERVATION PLAN

JOB NO.
53777

SHEET NO.
C101

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SITE PLAN LEGEND

=====

+

+

R/W, PROPERTY LINE
1'-6" CURB & GUTTER
STOP SIGN
STREET SIGN

-/-
-/-
-/-
-/-
-/-

SITE SUMMARY

1. SITE ADDRESS:
9569 ROCKY RIVER ROAD
HARRISBURG, NC 28215

2. PARCEL ID:
5506228170000

3. SITE AREA:
7.46 AC. (324,959 SF)

4. FEMA FIRM:
PANEL 3710550600K DATED 11/16/2018.
PARCEL IS LOCATED IN ZONE "X" OF THE FEMA FLOOD ZONE
AND THE COMMUNITY FLOOD ZONE.

SEE SHEET A1.1 FOR FULL ZONING INFORMATION

GENERAL NOTES

SCHEMATIC NATURE OF REZONING PLAN

• THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE. MINOR MODIFICATIONS TO THE PLAN MAY OCCUR DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT. THE REMOVAL OF TREES AND VEGETATION TO ACCOMPLISH THE IMPROVEMENTS IS GENERALLY CONTEMPLATED AS SHOWN ON THIS REZONING PLAN.

• THIS IS A REZONING PLAN AND AS SUCH IS TO BE GRAPHICALLY REPRESENTATIVE OF WHAT IS PROPOSED. THE FINAL ENGINEERING PLAN WILL HAVE MINOR CHANGES. THE BUILDING LOCATION, SIZE, ORIENTATION, AND FEATURES MAY HAVE MINOR CHANGES BASED ON FINAL ENGINEER DESIGN, AS APPROVED BY STAFF.

ACCESS

• THE NUMBER OF SITE ACCESS POINTS, DRIVEWAYS AND CONNECTIONS TO ROADS ARE SCHEMATIC IN NATURE. TO THE EXTENT PERMITTED BY APPLICABLE DRIVEWAY PERMIT REQUIREMENTS, FUTURE DRIVEWAYS, ACCESS POINTS AND ROAD CONNECTIONS MAY CROSS THE SETBACK AND SHALL NOT REQUIRE A REZONING OF THE PROPERTY, BUT SHALL OTHERWISE COMPLY WITH APPLICABLE DRIVEWAY PERMIT REQUIREMENTS.

SIGNAGE

• ALL SIGNS SHALL COMPLY WITH THE TOWN OF HARRISBURG CODE.

PARKING

• BUILDING - 150,345 GROSS SF

• 0.3 PARKING SPACES REQUIRED PER ROOM

• SPACES REQUIRED (40)

• SPACES PROVIDED (123) SPACES TOTAL SPACES

• REQUIRED ADA SPACES = 5 SPACES

• PROVIDED ADA SPACES = 5 SPACES

• GARAGE = 10 SPACES (1 VAN)

• VAMPPOOL / LOW EMISSION = 8 SPACES

• ELECTRIC VEHICLE (EV) = 8 SPACES

• NO STACKING, PARKING OR QUEUING WILL TAKE PLACE ON THE STREET OR PUBLIC RIGHT OF WAY.

• PARKING LOT WILL CONFORM WITH THE TOWN OF HARRISBURG UNIFIED DEVELOPMENT ORDINANCE.

2

WATER/ SEWER / UTILITIES

• WATER AVAILABLE ON ROCKY RIVER ROAD

• SEWER AVAILABLE FROM EXISTING MAIN ARBOR DALE AVENUE.

• GARBAGE SERVICES WILL BE PROVIDED IN A DUMPSITER FACILITY ON SITE.

DUMPSITER ENCLOSURE

• DUMPSITER TO BE HIDDEN BY OPAQUE FENCE OR WALL OF SUFFICIENT HEIGHT TO SCREEN THE BIN.

• INSTALLATION WILL COMPLY WITH ARTICLE 6 OF ZONING ORDINANCE.

LIGHTING

• THE LIGHTING FOR THIS PROJECT WILL MEET THE REQUIREMENTS OF THE TOWN OF HARRISBURG UNIFIED DEVELOPMENT ORDINANCE.

ENVIRONMENTAL

• EROSION CONTROL PLANS WILL COMPLY WITH CURRENT ORDINANCES AND BE APPLIED FOR DURING CONSTRUCTION.

• WATERSHED MANAGEMENT PLAN REQUIRED.

• WATER QUALITY, POST CONSTRUCTION, AND STORM WATER MANAGEMENT SHALL COMPLY WITH THE STANDARDS SET BY THE TOWN OF HARRISBURGS STORMWATER DRAINAGE MANUAL.

BUFFER/LANDSCAPING

• BUFFER YARDS SHALL BE PLANTED IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT ORDINANCE. THE BUFFER WILL BE NATURAL, UNDISTURBED WOODED AREAS, AND SUPPLEMENTED IF ANY OPAQUE BUFFER IS NOT CREATED WITH EXISTING VEGETATION.

FIRE NOTES

1. FIRE DEPARTMENT ACCESS ROAD SHALL BE A MIN. 20' UNOBSTRUCTED CLEAR WIDTH AND SHALL BE CAPABLE OF SUPPORTING 80,000 LBS.

2. FIRE DEPARTMENT ACCESS ROAD THAT EXCEEDS 150' SHALL PROVIDE AN APPROVED TURNAROUND.

3. FIRE APPARATUS ACCESS ROADS SHALL NOT HAVE A SLOPE GREATER THAN 10%.

4. FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS AND SHALL BE SURFACED SO AS TO PROVIDE ALL-WEATHER DRIVING CAPABILITIES.

5. FIRE APPARATUS ACCESS ROADS SHALL BE WITHIN 200 FEET OF ALL EXTERIOR WALLS OF SPRINKLERED BUILDINGS AND 150 FEET OF ALL EXTERIOR WALLS OF NON-SPRINKLERED BUILDINGS.

7. AN APPROVED FIRE HYDRANT SHALL BE LOCATED WITHIN 750 FEET FROM THE MOST REMOTE POINT OF ALL BUILDINGS, AND MEASURED AS THE TRUCK TRAVELS.

8. THE FIRE DEPARTMENT CONNECTION (FDC) SHALL NOT BE GREATER THAN 50 FEET FROM A FIRE DEPARTMENT ACCESS ROAD.

SITE PLAN NOTES

1. ALL UTILITIES ARE TO BE UNDERGROUND.

2. ALL DIMENSIONS ARE AT 90 DEGREES UNLESS OTHERWISE NOTED.

3. CONTRACTOR SHALL ESTABLISH AND VERIFY POINT OF BEGINNING (P.O.B.) AND STAKE SITE AS INDICATED ON CONSTRUCTION DOCUMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION. NOTIFY TIMMONS GROUP IMMEDIATELY OF ANY DISCREPANCIES.

4. ALL DIMENSIONS ARE TO FACE OF CURB OR CENTERLINE UNLESS OTHERWISE NOTED.

5. ALL DETAILS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.

6. NO OBSTRUCTION OF PUBLIC RWY OR SIDEWALK WILL BE ALLOWED. NO PARKING IS ALLOWED OVER PUBLIC SIDEWALKS.

7. NO DEMOLITION LAWFULS ALLOWED ON SITE.

8. THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORM WATER CONVEYANCE. STRUCTURES OR ANY OTHER OBJECT WHICH MAY IMPEDED STORM WATER FLOW OR SYSTEM MAINTENANCE ARE PROHIBITED. MAINTENANCE OF THE SDE SHALL BE THE RESPONSIBILITY OF THE OWNER.

9. A SITE LIGHTING PLAN WILL BE REQUIRED AT THE CONSTRUCTION DOCUMENT REVIEW PHASE

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REVISION DESCRIPTION
ADDRESS TOWN COMMENTS
ADDRESS TOWN COMMENTS

DATE
12/21/2022
4/6/2023

DATE
08/23/2022

DRAWN BY
R.SAMUELS

DESIGNED BY
R.SAMUELS

CHECKED BY
B.CRUTCHFIELD

SCALE
AS SHOWN

JOB NO.
53771

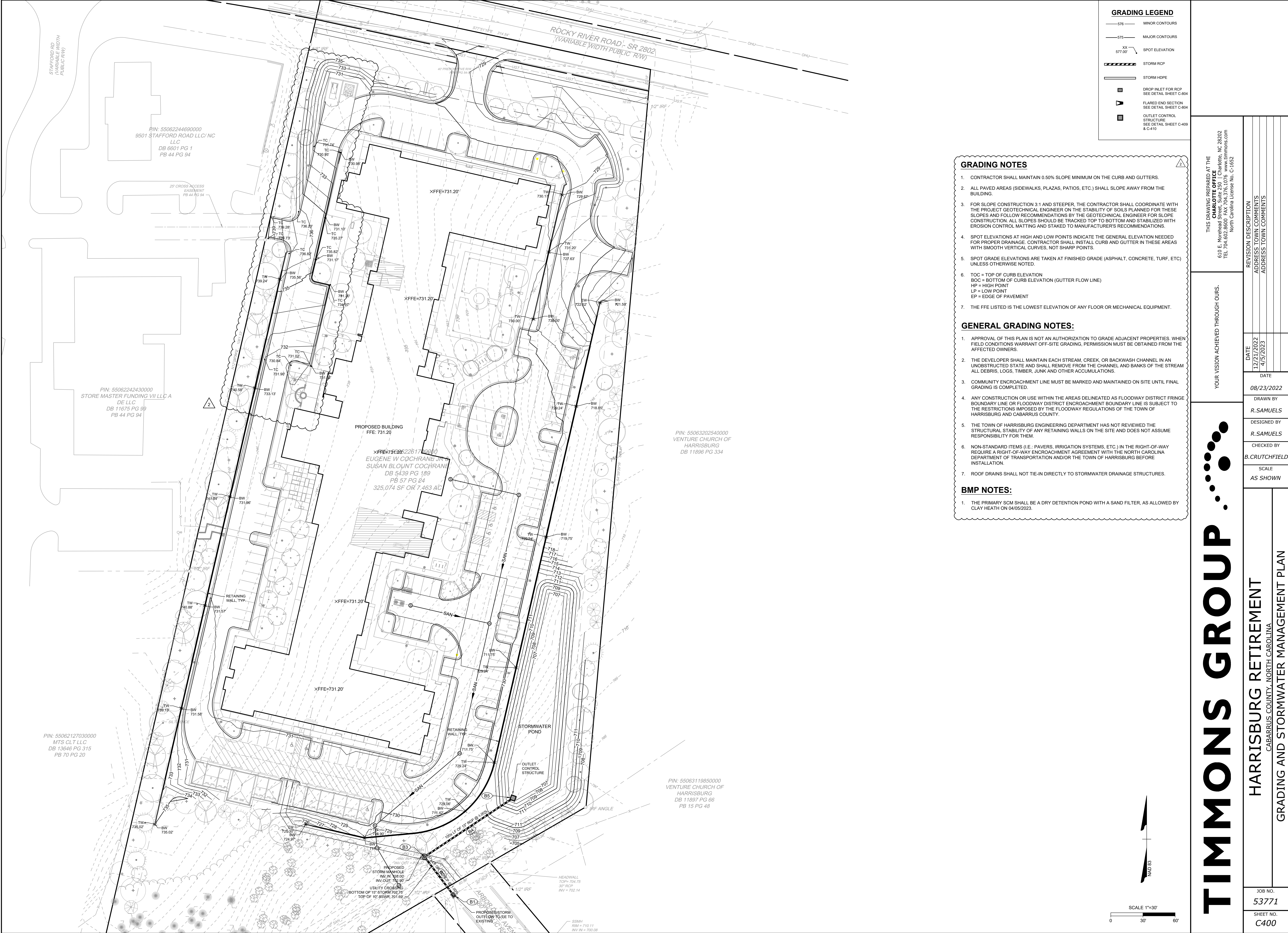
SHEET NO.
C200

HARRISBURG RETIREMENT
CABARRUS COUNTY, NORTH CAROLINA
SITE PLAN

TIMMONS GROUP

NAD 83
SCALE 1"=30'
0 30' 60'

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GRADING LEGEND	
	MINOR CONTOURS
	MAJOR CONTOURS
	SPOT ELEVATION
	STORM RCP
	STORM HDPE
	DROP INLET FOR RCP SEE DETAIL SHEET C-804
	FLARED END SECTION SEE DETAIL SHEET C-804
	OUTLET CONTROL STRUCTURE SEE DETAIL SHEET C-409 & C-410

GRADING NOTES

- CONTRACTOR SHALL MAINTAIN 0.50% SLOPE MINIMUM ON THE CURB AND GUTTERS.
- ALL PAVED AREAS (SIDEWALKS, PLAZAS, PATIOS, ETC.) SHALL SLOPE AWAY FROM THE BUILDING.
- FOR SLOPE CONSTRUCTION 3:1 AND STEEPER, THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT GEOTECHNICAL ENGINEER ON THE STABILITY OF SOILS PLANNED FOR THESE SLOPES AND FOLLOW RECOMMENDATIONS BY THE GEOTECHNICAL ENGINEER FOR SLOPE CONSTRUCTION. ALL SLOPES SHOULD BE TRACKED TOP TO BOTTOM AND STABILIZED WITH EROSION CONTROL MATTING AND STAKED TO MANUFACTURER'S RECOMMENDATIONS.
- SPOT ELEVATIONS AT HIGH AND LOW POINTS INDICATE THE GENERAL ELEVATION NEEDED FOR PROPER DRAINAGE. CONTRACTOR SHALL INSTALL CURB AND GUTTER IN THESE AREAS WITH SMOOTH VERTICAL CURVES, NOT SHARP POINTS.
- SPOT GRADE ELEVATIONS ARE TAKEN AT FINISHED GRADE (ASPHALT, CONCRETE, TURF, ETC) UNLESS OTHERWISE NOTED.
- TOC = TOP OF CURB ELEVATION
BOC = BOTTOM OF CURB ELEVATION (GUTTER FLOW LINE)
HP = HIGH POINT
LP = LOW POINT
EP = EDGE OF PAVEMENT
- THE FFE LISTED IS THE LOWEST ELEVATION OF ANY FLOOR OR MECHANICAL EQUIPMENT.

GENERAL GRADING NOTES:

- APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED OWNERS.
- THE DEVELOPER SHALL MAINTAIN EACH STREAM, CREEK, OR BACKWASH CHANNEL IN AN UNOBSTRUCTED STATE AND SHALL REMOVE FROM THE CHANNEL AND BANKS OF THE STREAM ALL DEBRIS, LOGS, TIMBER, JUNK AND OTHER ACCUMULATIONS.
- COMMUNITY ENCROACHMENT LINE MUST BE MARKED AND MAINTAINED ON SITE UNTIL FINAL GRADING IS COMPLETED.
- ANY CONSTRUCTION OR USE WITHIN THE AREAS DELINEATED AS FLOODWAY DISTRICT FRINGE BOUNDARY LINE OR FLOODWAY DISTRICT ENCROACHMENT BOUNDARY LINE IS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE FLOODWAY REGULATIONS OF THE TOWN OF HARRISBURG AND CABARRUS COUNTY.
- THE TOWN OF HARRISBURG ENGINEERING DEPARTMENT HAS NOT REVIEWED THE STRUCTURAL STABILITY OF ANY RETAINING WALLS ON THE SITE AND DOES NOT ASSUME RESPONSIBILITY FOR THEM.
- NON-STANDARD ITEMS (I.E.: PAVERS, IRRIGATION SYSTEMS, ETC.) IN THE RIGHT-OF-WAY REQUIRE A RIGHT-OF-WAY ENCROACHMENT AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND/OR THE TOWN OF HARRISBURG BEFORE INSTALLATION.
- ROOF DRAINS SHALL NOT TIE-IN DIRECTLY TO STORMWATER DRAINAGE STRUCTURES.

BMP NOTES:

- THE PRIMARY SCM SHALL BE A DRY DETENTION POND WITH A SAND FILTER, AS ALLOWED BY CLAY HEATH ON 04/05/2023.

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REVISION DESCRIPTION
ADDRESS TOWN COMMENTS
ADDRESS TOWN COMMENTS

DATE	DATE
12/21/2022	08/23/2022
4/5/2023	
DRAWN BY	R.SAMUELS
DESIGNED BY	R.SAMUELS
CHECKED BY	B.CRITCHFIELD
SCALE	AS SHOWN

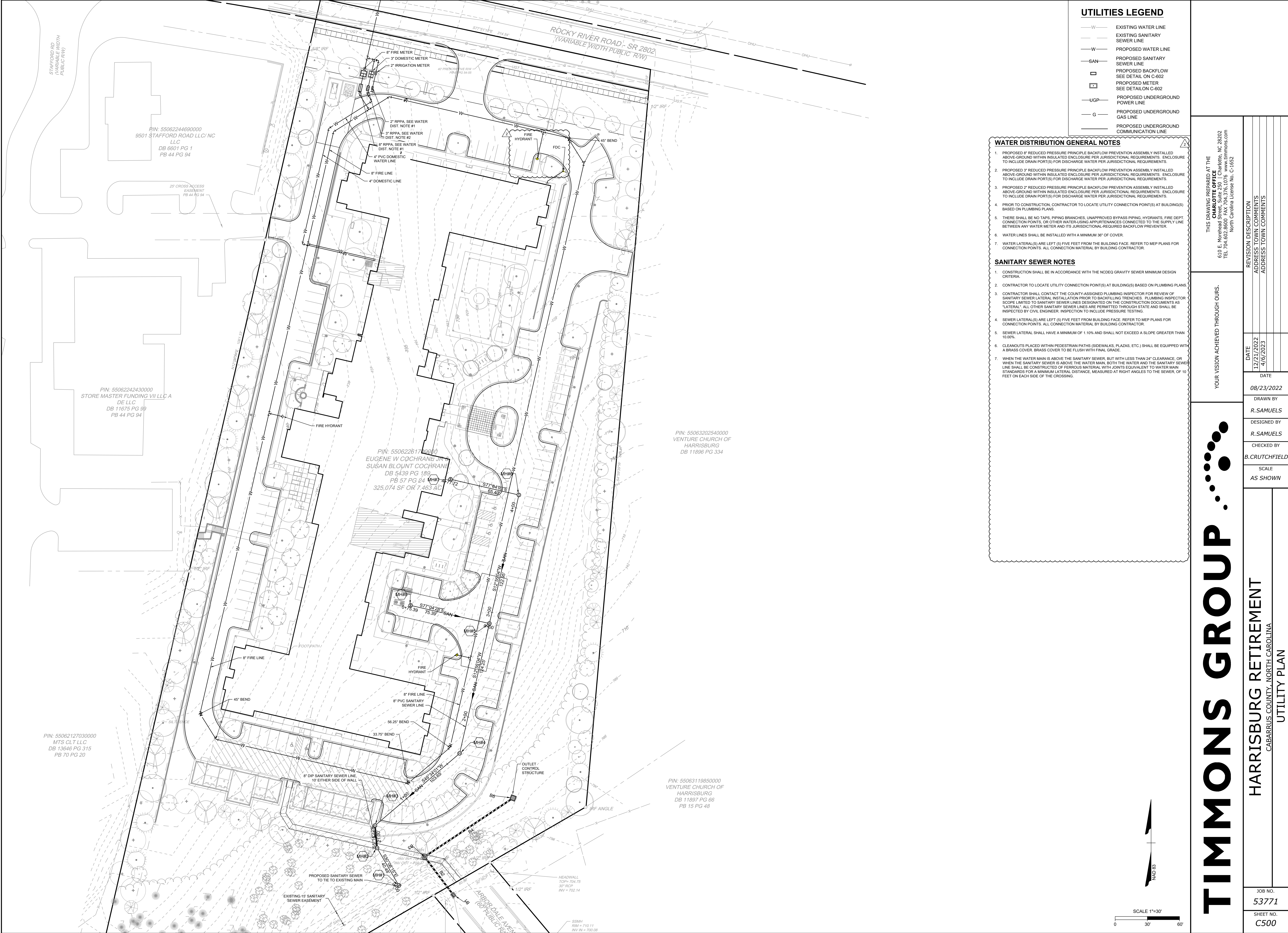
TIMMONS GROUP

HARRISBURG RETIREMENT
CABARRUS COUNTY, NORTH CAROLINA
GRADING AND STORMWATER MANAGEMENT PLAN

JOB NO.
53771
SHEET NO.
C400

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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 21st day of April 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 June 12, 2023.

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

Being all of Cabarrus County GIS PIN 55062261700000, property of Eugene W Cochrane Jr. and Susan Cochrane Blount as recorded in Deed Book 5439 Page 189

Beginning at a point in the right of way of Rocky River Road said point being the north eastern corner of the Stafford Road LLC property as recorded in Deed Book 6601 Page 1 of the Cabarrus County Public Registry thence within the right of way of Rocky River Road N 12° 55' 34" E a distance of 43.99 feet from a found 5/8 " iron rod, thence with said right of way S 77° 51' 10" E for a distance of 314.54 feet to a point at the northwestern corner of the Venture Church of Harrisburg property as recorded in Deed Book 11896 Page 334 of the Cabarrus County public registry, thence with said property S 04° 59' 39" W passing through a found ½" iron rod at 30.20 feet, for a total distance of 689.87 feet to a found angle iron on the northern line of the Venture Church property as recorded in Deed Book 11897 Page 66 of the Cabarrus County public registry, thence with said property, the terminus of the Arbor Dale Avenue right of way and Lots 1, 2, 3 and 4 of Plat Book 15 Page 48 of the Cabarrus County public registry S 59° 54' 23" W passing through iron rods at 103.57 feet, 164.45 feet, 458.77 and 540.12 feet for a total distance of 560.39 feet to a found iron rod at the southeastern corner of the MTS CLT LLC property as recorded in Deed Book 13646 Page 315 of the Cabarrus County public registry, thence with said property, the Store Master Funding VII LLC property as recorded in Deed Book 11675 Page 99 of the Cabarrus County public registry and the aforementioned Stafford Road LLC property N 12° 55' 34" E for a distance of 1061.33 feet to the POINT OF BEGINNING, containing 325,074 square feet or 7.463 acres of land, more or less.

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearing for Consideration of FY2024 Budget Ordinance, Tax Rate, Schedule of Fees, and Capital Improvement Plan

Presenting Personnel:

Robert Donham, Town Manager

Suggested Motion or Action:

Two motions are required:

Motion to approve the FY2024 Budget Ordinance, Schedule of Fees, and Capital Improvement Plan as presented.

Motion to set the tax rate for FY2024 at \$0.435 per \$100 valuation, and to be collected by the Cabarrus County Tax Office.

Description/Background:

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

Town Manager, Rob Donham, will provide a budget presentation summarizing the proposed FY2024 budget.

Attached are copies of the Manager's Recommended Budget and the proposed FY2024 Budget Ordinance, FY2024 Schedule of Fees and FY2024 CIP. The budget was generated using a tax rate of \$0.435 per \$100 valuation.

Recommendation:

Staff recommends approval of the attached FY2024 Budget Ordinance, FY2024 Schedule of Fees, and FY2024 CIP and approval of the FY2024 tax rate of \$0.435 per \$100 valuation.

Fiscal Impact:

N/A

Attachments:

1. FY2024 Budget Ordinance
2. FY2024 Schedule of Fees
3. FY2024 CIP



BUDGET ORDINANCE OF THE TOWN OF HARRISBURG FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

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

SECTION 1. The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this Town:

General government:	
Town Council	\$ 294,150
Town Clerk	55,080
Administration	461,010
Finance	401,165
Human Resources	306,880
Information Technology	242,940
Communications	200,745
Planning and Economic Development	959,525
Engineering	501,090
Public safety:	
Deputies	2,857,100
Fire	6,241,245
Transportation:	
Powell Bill	560,000
Streets	988,700
Environmental protection:	
Public Works	2,169,080
Cultural and recreation:	
Parks and Recreation	3,465,355
Debt service	1,755,650
Transfers to:	
Capital Reserve Fund - General Fund	2,645,335
Internal Service Fund - HRA	40,000
Contingency appropriation	639,000
Total appropriations	<u>\$ 24,784,050</u>

SECTION 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Taxes	\$ 13,735,000
Interest earnings	100,000
Sales and franchise tax	5,470,000
Fire unincorporated taxes	1,640,000
Permits and fees	568,000
Sales and services	946,350
Powell Bill	560,000
Other revenues	293,700
Transfers from:	
Capital Reserve Fund - General Fund	1,431,000
Capital Reserve Fund - Economic Development	20,000
Capital Reserve Fund - Parks & Recreation	20,000
Total estimated revenues	<u>\$ 24,784,050</u>

SECTION 3. The following amounts are hereby appropriated in the Capital Reserve Fund – General Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024 in accordance with the chart of accounts heretofore approved for the Town:

Transfers to:	
General Fund	\$ 1,431,000
Capital Projects Fund - Transportation	1,400,000
Capital Projects Fund - General Government	300,000
Total appropriations	<u>\$ 3,131,000</u>

SECTION 4. It is estimated that the following revenues will be available in the Capital Reserve Fund – General Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Interest earnings	\$ 100,000
Transfers from General Fund	2,645,335
Appropriated fund balance	385,665
Total estimated revenues	<u>\$ 3,131,000</u>

SECTION 5. The following amounts are hereby appropriated in the Grant Project Fund – ARPA for the fiscal year beginning July 1, 2023, and ending June 30, 2027 in accordance with the chart of accounts heretofore approved for the Town:

Administration	\$ 1,244,000
Construction	4,113,729
Total appropriations	<u>\$ 5,357,729</u>

SECTION 6. It is estimated that the following revenues will be available in the Grant Project Fund – ARPA for the fiscal year beginning July 1, 2023, and ending June 30, 2027:

Grant proceeds/contributions	\$ 5,282,729
Interest earnings	75,000
Total estimated revenues	<u>\$ 5,357,729</u>

SECTION 7. The following amounts are hereby appropriated in the Capital Reserve Fund – Economic Development for the fiscal year beginning July 1, 2023, and ending June 30, 2024 in accordance with the chart of accounts heretofore approved for the Town:

Transfers to General Fund	\$ 20,000
Total appropriations	<u>\$ 20,000</u>

SECTION 8. It is estimated that the following revenues will be available in the Capital Reserve Fund – Economic Development for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Interest earnings	\$ 5,000
Appropriated fund balance	15,000
Total estimated revenues	<u>\$ 20,000</u>

SECTION 9. The following amounts are hereby appropriated in the Capital Reserve Fund – Parks & Recreation for the fiscal year beginning July 1, 2023, and ending June 30, 2024 in accordance with the chart of accounts heretofore approved for the Town:

Transfers to General Fund	\$ 20,000
Total appropriations	<u>\$ 20,000</u>

SECTION 10. It is estimated that the following revenues will be available in the Capital Reserve Fund – Parks & Recreation for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Appropriated fund balance	\$ 20,000
Total estimated revenues	<u>\$ 20,000</u>

SECTION 11. The following capital projects are authorized pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, for the Capital Projects Fund – General Government. The project authorized is the Town Hall Renovation that shall span the fiscal years beginning July 1, 2023 and ending June 30, 2028.

Project - Town Hall Renovation (50% WSF):	
Professional fees	\$ 300,000
Construction	3,450,000
Total appropriations	<u>\$ 3,750,000</u>

SECTION 12. It is estimated that the following revenues will be available during the fiscal years beginning July 1, 2023 and ending June 30, 2028 as they relate to the Capital Projects Fund – General Government:

Project - Town Hall Renovation (50% WSF):	
Proceeds from installment financing	\$ 3,450,000
Transfers from Capital Reserve Fund - General Fund	300,000
Total estimated revenues	<u>\$ 3,750,000</u>

SECTION 13. The following capital projects are authorized pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, for the Capital Projects Fund – Transportation. The projects authorized are the HWY49 Grant, Caldwell Rd Grant, and Hickory Ridge Sidewalk Grant that shall span the fiscal years beginning July 1, 2023 and ending June 30, 2028.

Project - Hwy 49 80% Grant:	
Professional Services	\$ 2,733,000
Construction	6,445,000
Project - Caldwell Rd. 80% Grant:	
Professional Services	1,951,000
Construction	4,156,000
Project -Hickory Ridge Sidewalk 80% Grant:	
Professional Services	515,000
Construction	<u>1,563,000</u>
	<u>\$ 17,363,000</u>

SECTION 14. It is estimated that the following revenues will be available during the fiscal years beginning July 1, 2023 and ending June 30, 2028 as they relate to Capital Projects Fund – Transportation:

Project - Hwy 49 80% Grant:	
Grant Proceeds	\$ 7,342,400
Transfers from Capital Reserve Fund - General Fund	1,835,600
Project - Caldwell Rd. 80% Grant:	
Grant Proceeds	4,885,600
Transfers from Capital Reserve Fund - General Fund	1,221,400
Project -Hickory Ridge Sidewalk 80% Grant:	
Grant Proceeds	1,662,400
Transfers from Capital Reserve Fund - General Fund	<u>415,600</u>
	<u>\$ 17,363,000</u>

SECTION 15. The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the water and sewer utilities for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this Town:

Water and sewer operations	\$ 10,394,035
Debt service	1,956,300
Transfers to Capital Reserve Fund - Water and Sewer Fund	870,095
Contingency appropriation	<u>297,000</u>
Total appropriations	<u>\$ 13,517,430</u>

SECTION 16. It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Usage charges:	
Water	\$ 5,790,000
Sewer	4,850,000
Other revenues	620,430
Transfers from:	
Capital Reserve Fund - Water & Sewer Fund	502,000
Capital Reserve Fund - Water & Sewer Fund - Expansion	<u>1,755,000</u>
Total estimated revenues	<u>\$ 13,517,430</u>

SECTION 17. The following amounts are hereby appropriated in the Storm Water Fund for the operation of the storm water mitigation for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this Town:

Storm Water operations	\$ 862,480
Transfers to Capital Reserve Fund - Storm Water Fund	148,770
Contingency appropriation	<u>17,000</u>
Total appropriations	<u>\$ 1,028,250</u>

SECTION 18. It is estimated that the following revenues will be available in the Storm Water Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Storm water fees	\$ 740,750
Other revenues	7,500
Transfers from Capital Reserve Fund - Storm Water Fund	<u>280,000</u>
Total estimated revenues	<u>\$ 1,028,250</u>

SECTION 19. The following amounts are hereby appropriated in the Capital Reserve Fund – Water and Sewer Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024 in accordance with the chart of accounts heretofore approved for the Town:

Transfers to:	
Water & Sewer Fund	\$ 502,000
Capital Projects Fund - Water & Sewer	<u>550,000</u>
Total appropriations	<u>\$ 1,052,000</u>

SECTION 20. It is estimated that the following revenues will be available in the Capital Reserve Fund – Water and Sewer Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Interest earnings	\$ 90,000
Transfers from Water & Sewer Fund	860,095
Appropriated Fund Balance	<u>101,905</u>
Total estimated revenues	<u>\$ 1,052,000</u>

SECTION 21. The following amounts are hereby appropriated in the Capital Reserve Fund – Water and Sewer Fund – Expansion for the fiscal year beginning July 1, 2023, and ending June 30, 2024 in accordance with the chart of accounts heretofore approved for the Town:

Transfers to Water & Sewer Fund	\$ 1,755,000
Total appropriations	<u>\$ 1,755,000</u>

SECTION 22. It is estimated that the following revenues will be available in the Capital Reserve Fund – Water and Sewer Fund – Expansion for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Permits and fees:	
Water system development charges	\$ 1,021,250
Sewer system development charges	708,750
Interest earnings	<u>25,000</u>
Total estimated revenues	<u>\$ 1,755,000</u>

SECTION 23. The following capital projects are authorized pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, for the Capital Projects Fund – Water and Sewer. The project authorized is the Town Hall Renovation and shall span the fiscal years beginning July 1, 2023 and ending June 30, 2027.

Project - Town Hall Renovation (50% GF):	
Professional fees	\$ 300,000
Construction	3,450,000
Project - FY24 Annual Sanitary Sewer Rehab:	
Construction	<u>250,000</u>
Total appropriations	<u>\$ 4,000,000</u>

SECTION 24. It is estimated that the following revenues will be available during the fiscal years beginning July 1, 2023 and ending June 30, 2027 as they relate to the Capital Projects Fund – Water and Sewer:

Project - Town Hall Renovation (50% GF):	
Proceeds from installment financing	\$ 3,450,000
Transfers from Capital Reserve Fund - Water & Sewer	300,000
Project - FY24 Annual Sanitary Sewer Rehab:	
Transfers from Capital Reserve Fund - Water & Sewer	<u>250,000</u>
Total estimated revenues	<u>\$ 4,000,000</u>

SECTION 25. The following amounts are hereby appropriated in the Capital Reserve Fund – Storm Water Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024 in accordance with the chart of accounts heretofore approved for the Town:

Transfers to Capital Projects Fund - Storm Water	\$ 350,000
Total appropriations	<u>\$ 350,000</u>

SECTION 26. It is estimated that the following revenues will be available in the Capital Reserve Fund – Storm Water Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Interest earnings	\$ 25,000
Transfers from Storm Water Fund	148,770
Appropriated Fund Balance	<u>176,230</u>
Total estimated revenues	<u>\$ 350,000</u>

SECTION 27. The following amounts are hereby appropriated in the Internal Service Fund – HRA for the fiscal year beginning July 1, 2023, and ending June 30, 2024 in accordance with the chart of accounts heretofore approved for the Town:

Administration	<u>\$ 50,000</u>
Total appropriations	<u>\$ 50,000</u>

SECTION 28. It is estimated that the following revenues will be available in the Internal Service Fund – HRA for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Transfers from:	
General Fund	\$ 40,000
Water & Sewer Fund	<u>10,000</u>
Total estimated revenues	<u>\$ 50,000</u>

SECTION 29. Tax Levy

There is hereby levied a tax at the following rates per one hundred dollars (\$100) valuation of property, as listed for taxes as of January 1, 2023 for the purpose of raising the revenue from current year's property tax, as set forth in the foregoing estimate of revenue.

General Fund

--\$ 0.4350

The rate is based on a total valuation of property for the purposes of taxation of \$3,162,464,390 and an estimated rate of collection of 99.63%. The estimated rate of collection is based on historical collection trends.

SECTION 30. Funds appropriated in the FY2022-2023 budget and encumbered at June 30, 2023, shall be authorized as part of the FY2023-2024 budget appropriation by adoption of this budget ordinance.

SECTION 31. The Town Manager or a designee is hereby authorized to transfer appropriations as contained herein under the following conditions:

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

SECTION 32. The Town Manager or a designee may make cash advances between funds for periods not to exceed 60 days without reporting to the Town Council. Any advances that extend beyond 60 days must be approved by the Town Council. All advances that will be outstanding at the end of the fiscal year must be approved by the Town Council.

SECTION 33. Copies of this Budget Ordinance shall be furnished to the Clerk to the Town Council and to the Budget Officer and Finance Officer, to be kept on file by them for their direction in the disbursement of funds. No purchases or budget revisions shall be made until reviewed and pre-audited by the Finance Officer.

SECTION 34. The accompanying Schedule of Fees for Fiscal Year 2024 is hereby adopted and all references to these fees in the Town Code of Ordinances are amended to reflect these schedules and fees as appropriate.

SECTION 35. The accompanying Capital Improvement Plan for Fiscal Years 2024 - 2033 is hereby adopted.

SECTION 36. That this ordinance shall be effective upon its passage. Adopted this 8th day of May 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



Town of Harrisburg, North Carolina

Schedule of Fees

Fiscal Year 2024

GENERAL FEES

Copy Machine Fee	\$0.25 per copy
Passport Acceptance Fee	\$35 per Application
Renewal fee	\$7.50 per Application
Electric Vehicle Charging Station Harrisburg Park - 6.6 kW Charger	\$0.70 per hour
Solicitation Permit Application Fee	\$25 per Application
Credit Card Fees	Convenience Fee - \$2.50 per transaction Surcharge - 2.50% of amount of charge
Copy of Recorded Town Sponsored Meeting (DVD)	\$5

Miscellaneous Zoning Fees

Copy of UDO	\$50
Map Fees	
17" x 22" Maps (ANSI C)	\$15
22" x 34" Maps (ANSI D)	\$20
34" x 44" Maps (ANSI E)	\$25

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

PLANNING

Subdivision Case Fees

Annexation Fee	\$300 per application; additional \$25 per acre for tracts larger than 5 acres
Conveyance Plat	\$25 per new lot
Preliminary Plat Review	\$1,500 plus \$25 per lot
Preliminary Plat	Applicant Appeal to Elected Board - \$350
Preliminary Plat	Minor Revision - \$500 (no board hearing required)
Preliminary Plat	Major Revision - \$1,000 (board hearing required)
Final Plat Review (Major Subdivision)	\$350 per map sheet (If a third submittal is required an additional review fee will be collected)
Final Plat Review (Minor Subdivision)	\$150 per map sheet (If a third submittal is required an additional review fee will be collected)
Recombination Plats	\$150 per map sheet
Letter of Credit Review	\$250 + Engineer's cost (Includes partial release requests)
Time Extension for Plat Approval	\$150
Sketch Plat Review	\$450
Construction Plans	\$2,000 plus \$50 per acre

ZONING

Zoning Case Fees

Vested Rights	\$400
Vested Rights Extension	\$150
Zoning Map Amendment (Residential - less than 10 acres)	\$500 plus \$10 per acre
Zoning Map Amendment (Residential - 10 or more acres)	\$2,500 plus \$25 per acre
Combined Residential Rezoning/Preliminary Plat Expedited Request	\$4,000 plus \$25 per lot
Zoning Map Amendment (Non-Residential/Mixed Use)	\$1,500 plus \$25 per acre
Text Amendment to UDO	\$500
Applicant Appeal to Elected Board	\$300 plus advertised costs
Conditional District Rezoning	\$2,500 plus \$25 per acre ¹
Appeal to Elected Board by Applicant	\$300 plus advertising costs
Neighborhood Meeting Notices (Adjoining owners within 300 feet)	\$100 plus \$0.50 per mailing address
Town Council Public Hearing Notices and Legal Advertising (Adjoining owners within 300 feet)	\$400 plus \$0.50 per mailing address
Re-advertising Cost (due to applicant action)	\$300 plus \$0.50 per mailing address for notices
Appeal of Planning and Zoning Board Decision Regarding Architectural Review	\$250
Architectural Review (Non-Residential)	\$300
Street Name Change Petition (privately initiated)	\$500 + cost of new street sign(s)

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

¹ *Conditional Rezoning Fees are in addition to the base fees for a zoning map amendment.*

ZONING

Zoning Permit Fees

Single, Two Family structures and mobile homes	\$100
Single Family attached/Multi-Family	\$200 plus \$5 per unit
Residential Addition/Accessory Structures	\$100
Commercial, Institutional and Industrial	\$250
Temporary Construction Trailers	\$75
Temporary Use Permits	\$75
Home Occupation Permits	\$75
Certificate of Compliance - Non-Residential	\$100
Certificate of Compliance - Residential	\$50
Zoning Verification Letter	\$100
Certificate of Non-Conformity Adjustment	\$400
Golf Cart Registration	\$20
Sign Permits	
Permanent Sign	\$100
Outdoor Advertising Sign (Billboard)	\$1,000
Zoning Site Plan Review	
Site Plan Review (If a third submittal is required, an additional fee will be collected)	\$500 plus \$5 per acre
Board of Adjustment Fees	
Special Use Permit Application - Non-Residential	\$600 plus \$5 per acre
Special Use Permit Application - Residential	\$500 plus \$5 per acre
Variance Application	
Residential	\$500
Non-Residential	\$600
Appeal of Administrator Decision/Interpretation Request	\$250

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

WATER & SEWER

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

**Water & Sewer Rates
(Inside Town Limits)**

Residential Water Rates	0-2,000 - \$13.14 (first 2,000 gallons)
	2,001-6,000 - \$8.06 per additional 1,000 gallons
	6,001-9,000 - \$9.35 per additional 1,000 gallons
	9,001 and above - \$10.77 per additional 1,000 gallons
Residential Sewer Rates	0-2,000 - \$10.48 (first 2,000 gallons)
	2,001 and above - \$8.88 per additional 1,000 gallons
Commercial Water Rates	0-2,000 - \$27.07 (first 2,000 gallons)
	2,001-15,000 - \$9.57 per additional 1,000 gallons
	15,001 and above - \$11.18 per additional 1,000 gallons
Commercial Sewer Rates	0-2,000 - \$18.04 (first 2,000 gallons)
	2,001 and above - \$10.45 per additional 1,000 gallons

**Water & Sewer Rates
(Outside Town Limits)**

Residential Water Rates	0-2,000 - \$18.80 (first 2,000 gallons)
	2,001 and above - \$12.42 per additional 1,000 gallons
Residential Sewer Rates	0-2,000 - \$15.48 (first 2,000 gallons)
	2,001 and above - \$12.66 per additional 1,000 gallons
Commercial Water Rates	0-2,000 - \$38.76 (first 2,000 gallons)
	2,001-15,000 - \$11.97 per additional 1,000 gallons
	15,001 and above - \$13.10 per additional 1,000 gallons
Commercial Sewer Rates	0-2,000 - \$26.56 (first 2,000 gallons)
	2,001 and above - \$14.16 per additional 1,000 gallons
Flat Sewer Rates	\$66.18

Storm Water Charge

Charge Per Equivalent Residential Unit (ERU)	\$5.62 / Month
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WATER & SEWER

Other Water and Sewer Charges and Fees

Account Delinquency Fee*

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

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

After customer has been charged a returned item fee three times, the Town will no longer accept checks from that customer	\$35
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Water and Sewer Deposit/Set-up Fee

W/S Deposit (refundable)	\$45
W/S Set-up fee (one-time fee, non-refundable)	\$30

Meter Test Charges

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

Other Water and Sewer Charges

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

Fees for Violations of Mandatory Water Restrictions (When Applicable)

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

** 50% of the account delinquency fee can be credited back to the customer one time for the life of the account if the past due balance and all fees are paid in full before service is disconnected*

WATER & SEWER

Water Charges

Meter Size (in.)	Water System Development Charges	Facility Charge	Water Meter Delivery Charge	Total	Connection Charge ¹
5/8	\$4,080	\$570	\$0	\$4,650	\$1,170
1	\$10,240	\$790	\$0	\$11,030	\$1,220
1 1/2	\$20,480	\$1,000	\$0	\$21,480	\$1,980
2	\$32,770	\$1,480	\$0	\$34,250	\$2,240
3	\$65,560	Cost + 10%	\$100	To Be Determined	To Be Determined
4	\$102,440	Cost + 10%	\$100	To Be Determined	To Be Determined
6	\$204,890	Cost + 10%	\$100	To Be Determined	To Be Determined
8	\$327,840	Cost + 10%	\$100	To Be Determined	To Be Determined

¹ Time and Materials. 50% of the charges can be waived if connections and services are installed by applicant. 3-inch and larger services will be charged on a time and materials basis.

Sewer Charges

Meter Size (in.)	Sewer Service Size (in.)	Sewer System Development Fees	Connection Charge ¹
5/8	4	\$2,830	\$1,170
1	4	\$7,080	\$1,220
1 1/2	4	\$14,180	\$1,980
2	4	\$22,690	\$2,240
3	4	\$45,380	To Be Determined
4	4	\$70,900	To Be Determined
6	4	\$141,800	To Be Determined
8	4	\$226,890	To Be Determined

¹ Time and Materials. 50% of the charges can be waived if connections and services are installed by applicant. 3-inch and larger services will be charged on a time and materials basis.

WATER & SEWER

Irrigation Service Charges

Meter Size (in.)	Water System Development Charges	Facility Charge	Water Meter Delivery Charge	Total	Connection Charge ¹
5/8" T-Splice	\$4,080	\$570	\$0	\$4,650	\$0
5'8	\$4,080	\$570	\$0	\$4,650	\$1,170
1	\$10,240	\$790	\$0	\$11,030	\$1,220
1 1/2	\$20,480	\$1,000	\$0	\$21,480	\$1,980
2	\$32,770	\$1,480	\$0	\$34,250	\$2,240
3	\$65,560	Cost + 10%	\$100	To Be Determined	To Be Determined
4	\$102,440	Cost + 10%	\$100	To Be Determined	To Be Determined
6	\$204,890	Cost + 10%	\$100	To Be Determined	To Be Determined
8	\$327,840	Cost + 10%	\$100	To Be Determined	To Be Determined

¹ Time and Materials. 50% of the charges can be waived if connections and services are installed by applicant. 3-inch and larger services will be charged on a time and materials basis.

Temporary Hydrant Meter Charge

Construction use for 60 days or less

Temporary meter service charge	\$200
Security deposit	\$1,000

Monthly charges consist of:

- Service charge for meter size
- Usage rates based on meter reading and size

Hydraulic Fire Flow Testing (per test)	\$225
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Private Fire Protection Service Charges

Meter Size (in.)	Fee
<4	\$57.50
4	\$57.50
6	\$105.00
8	\$157.50
10	\$235.00
12	\$367.50

Traffic Control

Temporary traffic control for parades, block parties and special events

Barricades	\$5/day
Detour signs	\$5/day
Cones	\$0.50 each/day

ENGINEERING

Residential & Commercial Construction Plans

Water and Sewer	\$3,000 plus \$100 per acre of entire site
Roadway and Storm Water System	\$3,000 plus \$100 per acre of entire site
Storm Water Quality and Detention	\$2,500 plus \$100 per acre of entire site
Grading and Erosion Control	\$1,000 plus \$100 per acre of entire site

Other Engineering Review & Inspection Fees

Expedited Review Fee	\$2,150 Minor Commercial Plan ¹ \$6,500 Residential Subdivision/Major Commercial Plan
Revision to Approved Plan	20% of original review fee
Harrisburg Encroachment Application Review	\$250
NC Utility Encroachment Application Review	\$100
NCDOT Driveway Permit Review	\$50
NCDENR - Division of Water Quality Application Review/Execution	\$100
NCDENR - Division of Public Water Supply Application Review/Execution	\$100
"Letter of Intent to Serve" with Water and Sewer (If the proposed site requires a Water Model be run, the fee will be assessed)	\$500
Conditional Re-zoning Plat Review	\$500
Preliminary Plat Review	\$300
Annual Storm Water BMP Inspection/Certification Review	\$300
Town of Harrisburg Inspection (Failure to submit report)	Actual cost incurred by Town plus 2x the certification fee
Infrastructure Inspections	
Roadway	\$1.25 per LF
Storm Sewer	\$1.25 per LF
Water Line	\$1.25 per LF
Sanitary Sewer	\$1.25 per LF
Final Grading	\$55 per acre
Bridge or Culvert, 42" or greater	\$15 per LF
Greenway	\$0.50 per LF
Lot Grading	
Permit	\$250
Inspection	\$150
Third Part Testing / Inspections	Actual cost incurred by Town

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

¹ *In addition to the standard review costs.*

PARKS & RECREATION

For all Parks and Recreation fees, "Resident" refers to participants who are taxpayers of the Town of Harrisburg.

Athletics

	Town ¹	
	Resident ²	Non-Resident
Pewee Sports (Age 3/4)	\$45	\$75
Baseball	\$85	\$115
Basketball	\$85	\$115
Cheerleading	\$150	\$180
Refundable Equipment Deposit	\$50	\$50
Flag Football (Age 5/6)	\$85	\$115
Football	\$200	\$230
Refundable Equipment Deposit	\$100	\$100
Soccer	\$85	\$115
Late Registration Fee	\$25	\$25

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

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

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

Facilities Rental³

	Town	
	Resident	Non-Resident
Small Shelter Rental		
Hourly Rate	\$20	\$30
Half Day	\$80	\$120
Full Day	\$120	\$180
Large Shelter Rental		
Hourly Rate	\$30	\$40
Half Day	\$100	\$140
Full Day	\$140	\$200
Field Rental		
Field Rental Per Field Hourly Rate	\$50	\$100
Light Fee per Field	\$15	\$25
Amphitheater⁴		
Half Day	\$3,000	\$5,000
Security Deposit	\$300	\$300
Full Day	\$7,500	\$10,000
Security Deposit	\$500	\$500

³ Refunds of rental fees are subject to a \$10 administrative fee.

⁴ Revenue sharing with the Town on fund raising or revenue-based events will be negotiated on a case by case basis.

PARKS & RECREATION

Facilities Rental¹ (continued)

	Town	
	Resident	Non-Resident
SplashPad		
Two (2) Hour Individual Pass	\$0.00	\$3.00
Group Rental - per person	\$3.00	\$3.00
 Municipal Complex (Occupancy Max - 50)		
Meeting space - 800 square feet	\$25 per hour + Cleaning Deposit (non-refundable)	
Key Deposit	\$25 (refundable)	
Set-up/Breakdown & Cleaning Fee	\$50	
Audio/Visual	\$25 (laptop not included)	
8 Foot Table	\$5 each	
6 Foot Table	\$4 each	
4 Foot Table	\$3 each	
Chairs	\$1.25 each	

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

FIRE

Fire Inspection Program Fees

Periodic Inspection, State Mandated	\$0.00 1st and 2nd inspections \$25 for the 3rd inspection plus \$150 for each violation not corrected
Foster Care Safety Inspection	\$25
Group Home Safety Inspection	\$25
Daycare State License Inspection	\$50
Fire Certificate of Occupancy (Final Inspection)	\$100
ABC Permit Inspection	\$150

Commercial Building and Site Plan Review Fees¹

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

Less than 4,999	\$300
5,000 to 9,999	\$350
10,000 to 24,999	\$450
25,000 to 49,000	\$600
50,000 or greater	\$0.020 per Sq Ft
Fire Site Review for Rezoning Commercial/Subdivisions	\$250
Fire Site Review for Commercial / Subdivisions	\$250

¹ For Multi-Tenant Buildings, Fees are per Tenant

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

Plan Review¹

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

¹ For Multi-Tenant Buildings, Fees are per Tenant

FIRE

Fire Prevention Education Program Fees

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

Installation, Construction and Operation Permit Fees

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

FIRE

Fines

Occupying a Structure Without a Certificate of Occupancy	\$500 (each day)
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Life Safety Violations of Chapter 10 Involving Exit Obstructions as Described in the North Carolina Fire Code	\$500 (each)
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All Open Burning Violations as Described in the Fire Protection Ordinance	\$100 (each)
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All Other Violations of the North Carolina Fire Code	\$150 (each)
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Parking in a Marked Fire Lane	\$100
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Life Safety Equipment Installed without Permit or Plans	\$500
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Any system installation prior to plans being reviewed or permit issued will result in fees doubled.



Capital Improvement Plan - FY 2024 - 2033

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

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

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

Capital Improvement Plan - FY 2024 - 2033

Town-wide Summary

Item	Fiscal Year										Totals
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Project and acquisition expenditures by function:											
General Fund	3,980,000	7,159,000	18,296,000	962,000	2,798,000	18,736,000	3,607,000	3,234,000	7,849,500	515,000	67,136,500
Water and Sewer Fund	1,052,000	2,026,000	6,529,000	9,283,000	5,963,000	6,706,000	4,525,000	2,365,000	1,292,000	420,000	40,161,000
Storm Water Fund	930,000	-	400,000	-	-	-	-	310,000	-	-	1,640,000
Total project expenditures	5,962,000	9,185,000	25,225,000	10,245,000	8,761,000	25,442,000	8,132,000	5,909,000	9,141,500	935,000	108,937,500
Financing Sources:											
Capital Reserve Fund	2,213,000	4,555,000	1,381,000	1,662,000	1,648,000	3,306,000	1,702,000	1,639,000	1,621,500	915,000	20,642,500
Capital Reserve Fund - Capital Project Fund	1,945,800	2,034,000	4,942,800	1,413,000	3,765,000	4,666,000	3,510,000	4,100,000	500,000	-	26,876,600
Capital Reserve Fund - Parks & Rec	20,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	20,000	20,000	1,250,000
Grants	1,783,200	2,426,000	9,731,200	-	-	-	-	-	-	-	13,940,400
Revenue Bond financing	-	-	2,100,000	7,000,000	2,028,000	1,500,000	1,500,000	-	-	-	14,128,000
Installment financing	-	-	6,900,000	-	1,150,000	15,800,000	1,250,000	-	7,000,000	-	32,100,000
Total financing sources	5,962,000	9,185,000	25,225,000	10,245,000	8,761,000	25,442,000	8,132,000	5,909,000	9,141,500	935,000	108,937,500

Capital Improvement Plan - FY 2024 - 2033

General Fund Summary

Item	Fiscal Year										Totals
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Project and acquisition expenditures by function:											
Admin	325,000	-	3,450,000	-	-	35,000	30,000	-	-	-	3,840,000
IT	82,500	-	-	-	-	100,000	-	-	80,000	-	262,500
Comm	25,000	125,000	-	-	-	-	30,000	-	-	-	180,000
Engineering	60,000	-	152,000	65,000	-	70,000	75,000	-	130,000	65,000	617,000
Total General Government	492,500	125,000	3,602,000	65,000	-	205,000	135,000	-	210,000	65,000	4,899,500
Planning	25,000	40,000	-	-	-	-	30,000	50,000	-	-	145,000
Public Safety	357,500	1,217,000	915,000	255,000	1,725,000	16,190,000	1,595,000	285,000	7,195,500	85,000	29,820,000
Environmental Protection	95,000	230,000	265,000	22,000	72,000	155,000	-	455,000	280,000	-	1,574,000
Streets and Transportation	2,689,000	3,690,000	12,434,000	430,000	390,000	415,000	470,000	2,270,000	120,000	320,000	23,228,000
Parks and Recreation	321,000	1,857,000	1,080,000	190,000	611,000	1,771,000	1,377,000	174,000	44,000	45,000	7,470,000
Total project expenditures	3,980,000	7,159,000	18,296,000	962,000	2,798,000	18,736,000	3,607,000	3,234,000	7,849,500	515,000	67,136,500
Financing Sources:											
Capital Reserve Fund	1,431,000	3,164,000	987,000	792,000	1,178,000	2,766,000	1,187,000	1,064,000	829,500	495,000	13,893,500
Capital Reserve Fund - Capital Project Fund	745,800	1,399,000	3,957,800	-	300,000	-	1,000,000	2,000,000	-	-	9,402,600
Capital Reserve Fund - Parks & Rec	20,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	20,000	20,000	1,250,000
Grants	1,783,200	2,426,000	9,731,200	-	-	-	-	-	-	-	13,940,400
Installment financing	-	-	3,450,000	-	1,150,000	15,800,000	1,250,000	-	7,000,000	-	28,650,000
Total financing sources	3,980,000	7,159,000	18,296,000	962,000	2,798,000	18,736,000	3,607,000	3,234,000	7,849,500	515,000	67,136,500

Capital Improvement Plan - FY 2024 - 2033
General Fund - Administration

Item	Project Number	Fiscal Year										
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Totals
Project and acquisition expenditures by function:												
Buildings & Grounds												
Town Hall Renovation, both floors (50% WSF) (CPF) ^[1]	2024-1100-001	300,000	-	3,450,000	-	-	-	-	-	-	-	3,750,000
Subtotal		300,000	-	3,450,000	-	-	-	-	-	-	-	3,750,000
Vehicles												
1016 Ford Explorer [Rep 1002] - Admin (50% WSF) ^[2]	2024-1100-002	25,000	-	-	-	-	-	30,000	-	-	-	55,000
6077 2021 Ford F150 - Town Manager TH(50% WSF) ^[3]		-	-	-	-	-	35,000	-	-	-	-	35,000
1002 2013 Ford Explorer [will be sold]		-	-	-	-	-	-	-	-	-	-	-
1003 2013 Dodge Charger [will be sold]		-	-	-	-	-	-	-	-	-	-	-
Subtotal		25,000	-	-	-	-	35,000	30,000	-	-	-	90,000
Total project expenditures		325,000	-	3,450,000	-	-	35,000	30,000	-	-	-	3,840,000
Financing Sources:												
Capital Reserve Fund		25,000	-	-	-	-	35,000	30,000	-	-	-	90,000
Capital Reserve Fund - Capital Project Fund		300,000	-	-	-	-	-	-	-	-	-	300,000
Installment financing		-	-	3,450,000	-	-	-	-	-	-	-	3,450,000
Total financing sources		325,000	-	3,450,000	-	-	35,000	30,000	-	-	-	3,840,000
CPF - The budget and funding for these projects will be shown in the General Fund Capital Projects Fund.												
Projects split between General Fund and Water & Sewer Fund												
^[1] \$600,000 total in FY2024; \$6,900,000 total in FY2026												
^[2] \$50,000 total in FY2024; \$60,000 total in FY2030												
^[3] \$70,000 total in FY2029												

Capital Improvement Plan - FY 2024 - 2033
General Fund - Information Technology

Item	Project Number	Fiscal Year										Totals
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Project and acquisition expenditures by function:												
Equipment												
Fuel System Replacement (50% WSF) ^[1]	2024-1175-001	12,500	-	-	-	-	-	-	-	-	-	12,500
Server Replacement (50% WSF) ^[2]	2024-1175-002	25,000	-	-	-	-	30,000	-	-	35,000	-	90,000
Backup & Disaster Recovery (50% WSF) ^[3]	2024-1175-003	45,000	-	-	-	-	45,000	-	-	45,000	-	135,000
Subtotal		82,500	-	-	-	-	75,000	-	-	80,000	-	237,500
Vehicles												
1014 2019 Ford Transit Van (50% WSF) ^[4]		-	-	-	-	-	25,000	-	-	-	-	25,000
Subtotal		-	-	-	-	-	25,000	-	-	-	-	25,000
Total project expenditures		82,500	-	-	-	-	100,000	-	-	80,000	-	262,500
Financing Sources:												
Capital Reserve Fund		82,500	-	-	-	-	100,000	-	-	80,000	-	262,500
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-
Installment financing		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		82,500	-	-	-	-	100,000	-	-	80,000	-	262,500
Projects split between General Fund and Water & Sewer Fund												
^[1] \$25,000 total in FY2024												
^[2] \$50,000 total in FY2024; \$60,000 total in FY2029; \$70,000 total in FY2032												
^[3] \$90,000 total in FY2024; \$90,000 total in FY2029; \$90,000 total in FY2032												
^[4] \$50,000 total in FY2029												

Capital Improvement Plan - FY 2024 - 2033
General Fund - Communications

Item	Project Number	Fiscal Year										Totals
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Project and acquisition expenditures by function:												
Buildings and Grounds												
Branded Gateway Sign - Rocky River Road		-	125,000	-	-	-	-	-	-	-	-	125,000
Subtotal		-	125,000	-	-	-	-	-	-	-	-	125,000
Vehicles												
1202 Ford Explorer - COMM Director (50% Planning) ⁽¹⁾	2024-1200-001	25,000	-	-	-	-	-	30,000	-	-	-	55,000
Subtotal		25,000	-	-	-	-	-	30,000	-	-	-	55,000
Total project expenditures		25,000	125,000	-	-	-	-	30,000	-	-	-	180,000
Financing Sources:												
Capital Reserve Fund		25,000	125,000	-	-	-	-	30,000	-	-	-	180,000
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-
Installment financing		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		25,000	125,000	-	-	-	-	30,000	-	-	-	180,000
Projects split between General Fund Departments												
⁽¹⁾ \$50,000 total in FY2024; \$60,000 in FY2030												

Capital Improvement Plan - FY 2024 - 2033
General Fund - Planning

Item	Project Number	Fiscal Year											Totals
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033		
Project and acquisition expenditures by function:													
Vehicles													
1404 Ford Explorer [Rep 1403] - Planning Director (50% COMM) ⁽¹⁾	2024-1400-001	25,000	-	-	-	-	-	30,000	-	-	-	55,000	
1401 2018 Chevrolet Silverado 1500 - Code Enforcement		-	40,000	-	-	-	-	-	50,000	-	-	90,000	
1403 2014 Ford Taurus - Planning Director [will be sold]		-	-	-	-	-	-	-	-	-	-	-	
Subtotal		25,000	40,000	-	-	-	-	30,000	50,000	-	-	145,000	
Total project expenditures		25,000	40,000	-	-	-	-	30,000	50,000	-	-	145,000	
Financing Sources:													
Capital Reserve Fund		25,000	40,000	-	-	-	-	30,000	50,000	-	-	145,000	
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-	
Installment financing		-	-	-	-	-	-	-	-	-	-	-	
Total financing sources		25,000	40,000	-	-	-	-	30,000	50,000	-	-	145,000	
Projects split between General Fund Departments													
⁽¹⁾ \$50,000 total in FY2024; \$60,000 in FY2030													

Capital Improvement Plan - FY 2024 - 2033
General Fund - Engineering

Item	Project Number	Fiscal Year										Totals
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Project and acquisition expenditures by function:												
Equipment												
1505 Plotter - Printer/Scanner (50% WSF) ^[1]		-	-	10,000	-	-	-	-	-	-	-	10,000
xxx Survey Equipment		-	-	12,000	-	-	-	-	-	-	-	12,000
Subtotal		-	-	22,000	-	-	-	-	-	-	-	22,000
Vehicles												
1507 Ford Explorer - Civil Engineer [Rep7001]	2024-1500-001	60,000	-	-	-	-	-	75,000	-	-	-	135,000
1504 2018 Chevrolet Colorado - EIT		-	-	65,000	-	-	-	-	-	65,000	-	130,000
1502 2017 Ford Explorer - Town Engineer		-	-	65,000	-	-	-	-	-	65,000	-	130,000
1501 2019 Ford F150 - Grading		-	-	-	65,000	-	-	-	-	-	65,000	130,000
1506 Chevrolet 1500 Ext Cab - Inspector		-	-	-	-	-	70,000	-	-	-	-	70,000
7001 2018 Ford Explorer [will be sold]		-	-	-	-	-	-	-	-	-	-	-
1503 2017 Chevrolet 1500 Ext Cab - Inspector [will be sold]		-	-	-	-	-	-	-	-	-	-	-
Subtotal		60,000	-	130,000	65,000	-	70,000	75,000	-	130,000	65,000	595,000
Total project expenditures		60,000	-	152,000	65,000	-	70,000	75,000	-	130,000	65,000	617,000
Financing Sources:												
Capital Reserve Fund		60,000	-	152,000	65,000	-	70,000	75,000	-	130,000	65,000	617,000
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-
Installment financing		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		60,000	-	152,000	65,000	-	70,000	75,000	-	130,000		617,000
Projects split between General Fund and Water & Sewer Fund												
^[1] \$20,000 total in FY2026												

Capital Improvement Plan - FY 2024 - 2033
General Fund - Fire Services

Item		Project Number	Fiscal Year										Totals
			2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Project and acquisition expenditures by function:													
Buildings & Grounds													
Storage Building at Station #1	2024-2100-001	50,000	-	-	-	-	-	-	-	-	-	-	50,000
Fire Training Facility (CPF)		-	100,000	675,000	-	-	-	-	-	-	-	-	775,000
Station #1 Windows and Doors		-	35,000	-	-	-	-	-	-	-	-	-	35,000
Fire Station #3 Warning Light		-	60,000	-	-	-	-	-	-	-	-	-	60,000
Fire Station #1 & Admin Complex (CPF)		-	-	-	-	300,000	14,000,000	-	-	-	-	-	14,300,000
Logistics Building Remodel (Old Station 1)		-	-	-	-	-	-	150,000	-	-	-	-	150,000
New Fire Station 4 Construction (CPF)		-	-	-	-	-	-	-	-	7,000,000	-	-	7,000,000
Reserve Apparatus Garage		-	-	-	-	-	-	-	-	-	-	-	-
Subtotal		50,000	195,000	675,000	-	300,000	14,000,000	150,000	-	7,000,000	-	-	22,370,000
Fire Apparatus													
FD401 Chevrolet 3500 Brush Unit	2024-2100-002	137,500	-	-	-	-	-	-	-	-	-	-	137,500
FD101 2005 Engine 2000 Pumper - Reserve (CPF)		-	655,000	-	-	-	-	-	-	-	-	-	655,000
FD301 2008 Spartan Rescue (CPF)		-	-	-	-	1,150,000	-	-	-	-	-	-	1,150,000
FD202 New Ladder 105' (CPF)		-	-	-	-	-	1,800,000	-	-	-	-	-	1,800,000
FD103 2017 Spartan Engine 2000 Pumper - Front (CPF)		-	-	-	-	-	-	800,000	-	-	-	-	800,000
FD401R 2007 Chevrolet 3500 Brush Unit [will be sold]		-	-	-	-	-	-	-	-	-	-	-	-
FD106 2013 Spartan Engine 2000 Pumper - Reserve (CPF)		-	-	-	-	-	-	-	-	-	-	-	-
FD201 2005 Spartan 2000 Ladder 105' - Front (CPF)		-	-	-	-	-	-	-	-	-	-	-	-
FD102 2020 Spartan Engine 2000 Pumper - Front (CPF)		-	-	-	-	-	-	-	-	-	-	-	-
FD103R 1994 Spartan Engine Pumper - Out of Service		-	-	-	-	-	-	-	-	-	-	-	-
FD104 1988 Ford Engine Pumper - Out of Service		-	-	-	-	-	-	-	-	-	-	-	-
Subtotal		137,500	655,000	-	-	1,150,000	1,800,000	800,000	-	-	-	-	4,542,500
Equipment													
21028 Portable Radios (5 years)	2020-2100-003	80,000	-	-	-	90,000	90,000	90,000	90,000	90,000	90,000	-	530,000
21042 Fire Prevention Trailer	2024-2100-003	10,000	-	-	-	-	-	-	-	-	-	-	10,000
FD301-1 SCBA Cascade System (Rescue 1 FD301)	2024-2100-004	55,000	-	-	-	-	-	-	-	-	-	-	55,000
21043 Update Light Tower & Scene	2024-2100-005	25,000	-	-	-	-	-	-	-	-	-	-	25,000
xxxxx Replace Air Lifting Bags		-	55,000	-	-	-	-	-	-	-	-	-	55,000
xxxxx Swift Water Rescue Equipment		-	50,000	50,000	-	-	-	-	-	-	-	-	100,000
xxxxx 3D Camera and Software for Preplans/Investigations		-	25,000	-	-	-	-	-	-	-	-	-	25,000
xxxxx Auto-Pulse CPR Device		-	16,000	-	-	-	-	-	-	-	-	-	16,000
FD791 Lawn Mower Station 1		-	6,000	-	-	-	-	-	-	-	-	-	6,000
xxxxx SCBA Cascade System (Station 1)		-	155,000	-	-	-	-	-	-	-	-	-	155,000
xxxxx Replace Self-Contained BA (2 years)		-	-	180,000	180,000	-	-	-	-	-	-	-	360,000
xxxxx Replace Struts Rescue		-	-	10,000	-	-	-	-	-	-	-	-	10,000
FD552 Utility Vehicle/Golf Cart		-	-	-	-	25,000	-	-	-	-	-	-	25,000
FD792 Lawn Mower Station 3		-	-	-	-	10,000	-	-	-	-	-	-	10,000
xxxxx Replace all Battery Extrication Equipment		-	-	-	-	-	-	250,000	-	-	-	-	250,000
xxxxx Replace AEDs		-	-	-	-	-	-	-	60,000	-	-	-	60,000
xxxxx Replace SRT Boats		-	-	-	-	-	-	-	-	30,000	-	-	30,000
xxxxx Replace Ballistic Vests		-	-	-	-	-	-	-	-	40,000	-	-	40,000
FD793 Lawn Mower Station 2		-	-	-	-	-	-	-	-	10,500	-	-	10,500
FD553 Ranger 500 UTV		-	-	-	-	-	-	-	-	25,000	-	-	25,000
Subtotal		170,000	307,000	240,000	180,000	125,000	90,000	340,000	150,000	195,500	-	-	1,797,500

Capital Improvement Plan - FY 2024 - 2033
General Fund - Fire Services

Item		Project Number	Fiscal Year										Totals
			2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Project and acquisition expenditures by function:													
Vehicles													
FD708	2019 Dodge Charger - Fire Chief TH		-	60,000	-	-	-	-	-	70,000	-	-	130,000
FD702	2013 Chevrolet Silverado - SRT		-	-	-	75,000	-	-	-	-	-	85,000	160,000
FD705	2021 Chevrolet Suburban - Inspector		-	-	-	-	75,000	-	-	-	-	-	75,000
FD701	2021 Chevrolet Suburban LS - Operations Chief TH		-	-	-	-	75,000	-	-	-	-	-	75,000
FD603	2022 Chevrolet 2500 - Logistics TH		-	-	-	-	-	75,000	-	-	-	-	75,000
FD710	2022 Chevrolet 2500 - Admin Chief TH		-	-	-	-	-	75,000	-	-	-	-	75,000
FD601	2022 Chevrolet 2500 - Training Chief TH		-	-	-	-	-	75,000	-	-	-	-	75,000
FD709	2022 Chevrolet 2500 - Battalion Chief		-	-	-	-	-	75,000	-	-	-	-	75,000
FD602	2015 Chevrolet Silverado - Planning Chief		-	-	-	-	-	-	75,000	-	-	-	75,000
FD706	2016 Chevrolet Silverado - Battalion Reserve		-	-	-	-	-	-	80,000	-	-	-	80,000
FD707	2017 Chevrolet Tahoe - Fire Marshall TH		-	-	-	-	-	-	75,000	-	-	-	75,000
FD802	2016 Chevrolet Silverado - Staff Reserve		-	-	-	-	-	-	75,000	-	-	-	75,000
FDxxx	Swiftwater Rescue Truck		-	-	-	-	-	-	-	65,000	-	-	65,000
FD704	1997 Ford F350 - Staff Reserve		-	-	-	-	-	-	-	-	-	-	-
FD705R	2014 Chevrolet Suburban [will be sold]		-	-	-	-	-	-	-	-	-	-	-
FD703R	2007 Chevrolet Tahoe [will be sold]		-	-	-	-	-	-	-	-	-	-	-
FD801R	2008 Ford Crown Victoria [will be sold]		-	-	-	-	-	-	-	-	-	-	-
FD901	2003 Ford F450 Utility - SRT		-	-	-	-	-	-	-	-	-	-	-
FD901R	1999 Ford E450 Medical Transport - Out of Service		-	-	-	-	-	-	-	-	-	-	-
Subtotal			-	60,000	-	75,000	150,000	300,000	305,000	135,000	-	85,000	1,110,000
Total project expenditures			357,500	1,217,000	915,000	255,000	1,725,000	16,190,000	1,595,000	285,000	7,195,500	85,000	29,820,000
Financing Sources:													
Capital Reserve Fund			357,500	412,000	240,000	255,000	275,000	390,000	795,000	285,000	195,500	85,000	3,290,000
Capital Reserve Fund - Capital Project Fund			-	755,000	675,000	-	300,000	-	800,000	-	-	-	2,530,000
Installment financing			-	-	-	-	1,150,000	15,800,000	-	-	7,000,000	-	23,950,000
Grant			-	50,000	-	-	-	-	-	-	-	-	50,000
Total financing sources			357,500	1,217,000	915,000	255,000	1,725,000	16,190,000	1,595,000	285,000	7,195,500	85,000	29,820,000
CPF - The budget and funding for these projects will be shown in the Public Safety Capital Projects Fund.													

Capital Improvement Plan - FY 2024 - 2033
General Fund - Transportation

Item	Project Number	Fiscal Year										Totals
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Project and acquisition expenditures by function:												
Transportation Improvements												
Sidewalk/ADA Program	2024-3001-001	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
Pedestrian Facility for Parallel, Plaza	2024-3001-002	230,000	-	-	-	-	-	-	-	-	-	230,000
Median Improvements	2024-3001-003	110,000	-	-	-	-	-	-	-	-	-	110,000
Greenway Easement Acquisition (CRF - P&R)	2024-3001-004	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	200,000
Greenway Design and Construction (CRF - P&R)		-	150,000	150,000	-	-	-	-	-	-	-	300,000
Pedestrian Facility for Oakley Drive		-	200,000	-	-	-	-	-	-	-	-	200,000
HWY 49 Improvements Phase III - Ped. Light Improvements		-	250,000	-	-	-	-	-	-	-	-	250,000
Oakley & Sims Turn Lanes - Harrisburg Park Mitigation		-	-	-	160,000	-	-	-	-	-	-	160,000
Rocky River Greenway - Design, Phase I-V (CRF - P&R)		-	-	-	150,000	150,000	150,000	150,000	150,000	-	-	750,000
Harris Depot & Oakley Turn Lane - Harrisburg Park Mitigation		-	-	-	-	120,000	-	-	-	-	-	120,000
Veterans & School Circle Turn Lanes - Harrisburg Park Mitigation		-	-	-	-	-	145,000	-	-	-	-	145,000
Highway 49 Improvements - Phase IV - Patricia to Roberta (CPF)		-	-	-	-	-	-	200,000	2,000,000	-	-	2,200,000
Highway 49 Improvements - Phase V - Caldwell to Cedar (\$2M 2034)		-	-	-	-	-	-	-	-	-	200,000	200,000
Subtotal		460,000	720,000	270,000	430,000	390,000	415,000	470,000	2,270,000	120,000	320,000	5,865,000
Grants												
HWY 49 Corridor - 80/20	2024-3001-005	1,396,000	1,337,000	6,445,000	-	-	-	-	-	-	-	9,178,000
Caldwell Extension - 80/20	2024-3001-006	833,000	1,118,000	4,156,000	-	-	-	-	-	-	-	6,107,000
Hickory Ridge Sidewalk - 80/20	2024-3001-007	-	515,000	1,563,000	-	-	-	-	-	-	-	2,078,000
Subtotal		2,229,000	2,970,000	12,164,000	-	-	-	-	-	-	-	17,363,000
Total project expenditures		2,689,000	3,690,000	12,434,000	430,000	390,000	415,000	470,000	2,270,000	120,000	320,000	23,228,000
Financing Sources:												
Capital Reserve Fund		440,000	550,000	100,000	260,000	220,000	245,000	100,000	100,000	100,000	300,000	2,415,000
Capital Reserve Fund - Capital Project Fund		445,800	594,000	2,432,800	-	-	-	200,000	2,000,000	-	-	5,672,600
Capital Reserve Fund - Greenways		20,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	20,000	20,000	1,250,000
Grants		1,783,200	2,376,000	9,731,200	-	-	-	-	-	-	-	13,890,400
Installment financing		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		2,689,000	3,690,000	12,434,000	430,000	390,000	415,000	470,000	2,270,000	120,000	320,000	23,228,000
CPF - The budget and funding for these projects will be shown in the General Fund Capital Projects Fund												

Capital Improvement Plan - FY 2024 - 2033

General Fund - Environmental Protection

Item	Project Number	Fiscal Year										
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Totals
Project and acquisition expenditures by function:												
Equipment - Mowers												
4108 2007 Toro 72" Diesel Zero-Turn Mower		-	-	-	22,000	-	-	-	-	-	-	22,000
4111 2019 Exmark 60" Zero-Turn Mower		-	-	-	-	-	23,000	-	-	-	-	23,000
4114 2021 Kubota Tractor (50% WSF) ^[1]		-	-	-	-	-	-	-	70,000	-	-	70,000
4117 2021 Hustler 60" Zero-Turn Mower		-	-	-	-	-	-	-	25,000	-	-	25,000
Subtotal		-	-	-	22,000	-	23,000	-	95,000	-	-	140,000
Vehicles - Leaf Truck												
4102 2016 Freightliner Leaf Truck		-	230,000	-	-	-	-	-	-	-	-	230,000
4115 2020 Freightliner M21 Leaf Truck		-	-	-	-	-	-	-	250,000	-	-	250,000
Subtotal		-	230,000	-	-	-	-	-	250,000	-	-	480,000
Vehicles - Limb and Brush Truck												
4110 2018 Freightliner M2 Brush Truck		-	-	265,000	-	-	-	-	-	-	-	265,000
4113 2004 Freightliner Brush Truck [Rep 4105]		-	-	-	-	-	-	-	-	280,000	-	280,000
Subtotal		-	-	265,000	-	-	-	-	-	280,000	-	545,000
Vehicles - Other												
4122 Ford F-550 Dump Truck [Rep 4116]	2024-4100-001	95,000	-	-	-	-	-	-	110,000	-	-	205,000
4103 2021 Chevrolet Silverado		-	-	-	-	72,000	-	-	-	-	-	72,000
4112 Chevrolet Silverado 2500 Crew Cab [Rep 4101]		-	-	-	-	-	72,000	-	-	-	-	72,000
xxxx 20xx Bucket Truck (50% WSF) ^[2]		-	-	-	-	-	60,000	-	-	-	-	60,000
4101 2015 Chevrolet Silverado 3500 Crew Cab [will be sold]		-	-	-	-	-	-	-	-	-	-	-
4116 2013 Ford F-550 Dump Truck w/ Gate [will be sold]		-	-	-	-	-	-	-	-	-	-	-
Subtotal		95,000	-	-	-	72,000	132,000	-	110,000	-	-	409,000
Total project expenditures		95,000	230,000	265,000	22,000	72,000	155,000	-	455,000	280,000	-	1,574,000
Financing Sources:												
Capital Reserve Fund		95,000	230,000	265,000	22,000	72,000	155,000	-	455,000	280,000	-	1,574,000
Capital Reserve Fund - Capital Project Fund		-	-	-	-	-	-	-	-	-	-	-
Installment Financing		-	-	-	-	-	-	-	-	-	-	-
Total financing sources		95,000	230,000	265,000	22,000	72,000	155,000	-	455,000	280,000	-	1,574,000
Projects split between General Fund and Water & Sewer Fund												
^[1] \$140,000 total in FY2031												
^[2] \$120,000 total in FY2029												

Capital Improvement Plan - FY 2024 - 2033
General Fund - Parks & Recreation

Item	Project Number	Fiscal Year											Totals
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033		
Project and acquisition expenditures by function:													
Park & Facility Improvements													
Automatic Gate Replacement - Harrisburg Park	2024-5000-001	23,000	-	-	-	-	-	-	-	-	-	23,000	
Historic Pharr Mill Reconstruction - Construction	2024-5000-002	200,000	-	-	-	-	-	-	-	-	-	200,000	
Irrigation Well - Holcomb Woods	2024-5000-003	15,000	-	-	-	-	-	-	-	-	-	15,000	
Restroom Facility & Lights - Holcomb Woods(CPF)		-	50,000	850,000	-	-	-	-	-	-	-	900,000	
Playground Replacement/Pickleball Court - Pharr Mill Park		-	660,000	-	-	-	-	-	-	-	-	660,000	
Picnic Tables - Harrisburg Park		-	25,000	-	-	-	-	-	-	-	-	25,000	
Concrete Work/Improvements - Veterans Park		-	250,000	-	-	-	-	-	-	-	-	250,000	
Storage Building - Town Hall		-	10,000	-	-	-	-	-	-	-	-	10,000	
Parking Lot Resurfacing - Pharr Mill Park		-	125,000	-	-	-	-	-	-	-	-	125,000	
Tennis Court Lights LED Conversion - Stallings Park		-	30,000	-	-	-	-	-	-	-	-	30,000	
Light Racks - Harrisburg Park		-	20,000	-	-	-	-	-	-	-	-	20,000	
Playground Improvements/ Shade Structure - Harrisburg Park		-	100,000	-	-	-	-	-	-	-	-	100,000	
Announcer Booth/Storage Room - Harrisburg Park		-	200,000	-	-	-	-	-	-	-	-	200,000	
Library HVAC replacement		-	40,000	-	-	-	-	-	-	-	-	40,000	
Parking Lot Resurfacing - Stallings Park		-	-	100,000	-	-	-	-	-	-	-	100,000	
Library Renovations (remodel work, roofing, windows, etc.)		-	-	-	150,000	-	-	-	-	-	-	150,000	
Land Acquisition - Zmax Property		-	-	-	-	500,000	500,000	-	-	-	-	1,000,000	
Athletics Fields - Artificial Turf - Harrisburg Park		-	-	-	-	-	900,000	-	-	-	-	900,000	
Town Hall Civic Memorial		-	-	-	-	-	250,000	-	-	-	-	250,000	
Community Room / Building - Harris Depot(CPF)		-	-	-	-	-	-	1,250,000	-	-	-	1,250,000	
Subtotal		238,000	1,510,000	950,000	150,000	500,000	1,650,000	1,250,000	-	-	-	6,248,000	
Heavy Equipment - Mowers													
5047 Zero Turn Mower 60" [Rep 5027]	2024-5000-004	19,000	-	-	-	-	-	21,000	-	-	-	40,000	
5026 2015 Ex-Mark Walk Behind Mower		-	12,000	-	-	-	13,000	-	-	-	-	25,000	
5028 2018 Zero Turn Mower 60"		-	15,000	-	-	-	-	18,000	-	-	-	33,000	
5035 2019 Zero Turn Mower 72"		-	18,000	-	-	-	-	-	20,000	-	-	38,000	
5029 2020 Zero Turn Mower 60"		-	-	15,000	-	-	-	-	-	-	-	15,000	
5040 2022 Wright Zero Turn Mower		-	-	-	-	-	20,000	-	-	-	-	20,000	
5027 2018 Zero Turn Mower 60" [will be sold]		-	-	-	-	-	-	-	-	-	-	-	
5023 2017 Zero Turn Mower [will be sold]		-	-	-	-	-	-	-	-	-	-	-	
Subtotal		19,000	45,000	15,000	-	-	33,000	39,000	20,000	-	-	171,000	

Capital Improvement Plan - FY 2024 - 2033
General Fund - Parks & Recreation

Item	Project Number	Fiscal Year											Totals
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033		
Heavy Equipment - Other													
5048 Billy Goat Ride-On Blower	2024-5000-005	15,000	-	-	-	-	-	-	-	-	-	-	15,000
5030 2000 Gator		-	20,000	-	-	-	-	-	22,000	-	-	-	42,000
xxxx Aera-vator Tractor Implement		-	10,000	-	-	-	-	-	-	-	-	-	10,000
xxxx Boom Lift		-	60,000	-	-	-	-	-	-	-	-	-	60,000
5017 2014 Kubota Tractor		-	40,000	-	-	-	-	-	-	-	-	-	40,000
xxxx 2005 John Deere Loader [Rep 5013 attachment]		-	-	75,000	-	-	-	-	-	-	-	-	75,000
5016 2009 Ball Field Groomer		-	-	-	-	27,000	-	-	-	-	-	-	27,000
5042 RTV 900		-	-	-	-	-	-	-	33,000	-	-	-	33,000
xxxx Fertilizer Spreader for Tractor		-	-	-	-	-	-	-	-	-	-	-	-
5004 2002 John Deere Backhoe		-	-	-	-	-	-	-	-	-	-	-	-
xxxx Excavator from PW		-	-	-	-	-	-	-	-	-	-	-	-
5021 2015 John Deere Gator		-	-	-	-	-	-	-	-	-	-	-	-
5036 2016 John Deere Infield Groomer		-	-	-	-	-	-	-	-	-	-	-	-
5019 2021 John Deere Infield Groomer		-	-	-	-	-	-	-	-	-	-	-	-
5031 2020 Clubcar Golf Cart		-	-	-	-	-	-	-	-	-	-	-	-
5032 2020 Clubcar Golf Cart		-	-	-	-	-	-	-	-	-	-	-	-
5041 2005 John Deere Tractor [Rep 5013]		-	-	-	-	-	-	-	-	-	-	-	-
5014 2006 Kubota RTV 900 [will be sold]		-	-	-	-	-	-	-	-	-	-	-	-
Subtotal		15,000	130,000	75,000	-	27,000	-	-	55,000	-	-	-	302,000
Vehicles													
5049 Ford F-250 [Rep 5002] - FM Specialist	2024-5000-006	49,000	-	-	-	-	44,000	-	-	-	-	-	93,000
5003 2015 Ford-250 - FM Specialist		-	42,000	-	-	-	-	44,000	-	-	-	-	86,000
5005 2016 Ford Explorer - Admin		-	40,000	-	-	-	-	44,000	-	-	-	-	84,000
5008 2018 Ford F150 - Rec Coordinator		-	38,000	-	-	-	-	-	44,000	-	-	-	82,000
5009 2019 Chevrolet 3500 Dump Truck		-	52,000	-	-	-	-	-	55,000	-	-	-	107,000
5006 2016 Chevrolet Silverado 1500 - FM Specialist		-	-	40,000	-	-	-	-	-	44,000	-	-	84,000
5010 2021 Chevrolet Silverado 1500 - FM Supervisor		-	-	-	40,000	-	-	-	-	-	45,000	-	85,000
5011 2021 Chevrolet Silverado 1500 - B/G		-	-	-	-	42,000	-	-	-	-	-	-	42,000
5012 2021 Chevrolet Silverado 1500 - Superintendent		-	-	-	-	42,000	-	-	-	-	-	-	42,000
5043 2014 Ford F-250 [Rep 5001] - FM Specialist		-	-	-	-	-	44,000	-	-	-	-	-	44,000
5002 2014 Ford F-250 [will be sold]		-	-	-	-	-	-	-	-	-	-	-	-
5001 2014 Ford F-250 - FM Specialist		-	-	-	-	-	-	-	-	-	-	-	-
5015 2007 Chevrolet Silverado 1500 - Park Attendant		-	-	-	-	-	-	-	-	-	-	-	-
Subtotal		49,000	172,000	40,000	40,000	84,000	88,000	88,000	99,000	44,000	45,000	45,000	749,000
Total project expenditures		321,000	1,857,000	1,080,000	190,000	611,000	1,771,000	1,377,000	174,000	44,000	45,000	45,000	7,470,000
Financing Sources:													
Capital Reserve Fund		321,000	1,807,000	230,000	190,000	611,000	1,771,000	127,000	174,000	44,000	45,000	45,000	5,320,000
Capital Reserve Fund - Capital Project Fund		-	50,000	850,000	-	-	-	-	-	-	-	-	900,000
Capital Reserve Fund - Parks & Rec		-	-	-	-	-	-	-	-	-	-	-	-
Installment financing		-	-	-	-	-	-	1,250,000	-	-	-	-	1,250,000
Total financing sources		321,000	1,857,000	1,080,000	190,000	611,000	1,771,000	1,377,000	174,000	44,000	45,000	45,000	7,470,000
CPF - The budget and funding for these projects will be shown in the Parks and Recreation Capital Projects Fund.													

Capital Improvement Plan - FY 2024 - 2033
Water and Sewer Fund

Item	Project Number	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Totals
Project and acquisition expenditures by function:												
Buildings/Improvements												
Utility Relocation - Rail Project	2017-6000-008	60,000	-	-	-	-	-	-	-	-	-	60,000
Water Tower 1 Office Upgrades	2024-6000-001	49,500	-	-	-	-	-	-	-	-	-	49,500
Subtotal		109,500	-	-	-	-	-	-	-	-	-	109,500
Water Projects												
Cabarrus Woods Phase WL Upgrades (CPF)		-	385,000	2,100,000	2,500,000	2,028,000	-	-	-	-	-	7,013,000
FY27/28 WL Upgrades (CPF) - Harrisburg Estates		-	-	-	100,000	1,000,000	-	-	-	-	-	1,100,000
FY28/29 WL Upgrades (CPF) - Hillcrest, Willow, Tall Tree, Leatherwood		-	-	-	-	200,000	2,000,000	-	-	-	-	2,200,000
FY29/30 WL Upgrades (CPF) - Robinson Ave, School, Martha Melvin, Alexander Hills		-	-	-	-	-	140,000	1,400,000	-	-	-	1,540,000
FY30/31 WL Upgrades (CPF) - Oakley, Harris Depot, Henderson, Gamble		-	-	-	-	-	-	160,000	1,600,000	-	-	1,760,000
Subtotal		-	385,000	2,100,000	2,600,000	3,228,000	2,140,000	1,560,000	1,600,000	-	-	13,613,000
Water Expansion Projects												
Hickory Ridge Road 12 inch WL Phase 2 of 3 (4,000 LF) (CPF)		-	-	-	-	540,000	-	-	-	-	-	540,000
Hickory Ridge Road 12 inch WL Phase 3 of 3 (4,000 LF) (CPF)		-	-	-	-	-	516,000	-	-	-	-	516,000
Subtotal		-	-	-	-	540,000	516,000	-	-	-	-	1,056,000
Sewer Projects												
Annual Sanitary Sewer Rehabilitation (Collection System Improvements Projects) (CPF)	2024-6000-002	250,000	250,000	250,000	250,000	500,000	500,000	500,000	500,000	500,000	-	3,500,000
Morehead West Sewer Phase I (CPF)		-	-	-	4,500,000	-	-	-	-	-	-	4,500,000
Morehead West Sewer Phase II (CPF)		-	-	-	-	525,000	1,280,000	-	-	-	-	1,805,000
Flow Metering and Monitoring Throughout System		-	250,000	-	-	-	-	-	-	-	-	250,000
Sequoia Hills Sewer (8,500 LF of gravity) (CPF)		-	-	335,000	913,000	-	-	-	-	-	-	1,248,000
Abbingtion Pump Station Decommissioning (2,200 LF of 8-inch gravity line) (CPF)		-	-	-	150,000	650,000	-	-	-	-	-	800,000
Orchard Park Pump Station Decommissioning (CPF)		-	-	-	-	50,000	150,000	-	-	-	-	200,000
New Harrisburg Main off of Reedy Creek Interceptor (13,000 LF of 12-inch gravity main) (CPF)		-	-	-	-	-	1,500,000	1,500,000	-	-	-	3,000,000
Kensington Pump Station Decommissioning (1,500 LF of 8-inch gravity line) (CPF)		-	-	-	-	-	80,000	450,000	-	-	-	530,000
Subtotal		250,000	500,000	585,000	5,813,000	1,725,000	3,510,000	2,450,000	500,000	500,000	-	15,833,000
Equipment - Generators												
xxxx Heatherstone Well Generator 7/2006 Olympian G80F3 NG		-	80,000	-	-	-	-	-	-	-	-	80,000
xxxx Town Center Generator 8/2007 Olympian G30F3 NG		-	60,000	-	-	-	-	-	-	-	-	60,000
xxxx Stalling Glenn Generator Olympian G30F3 NG		-	60,000	-	-	-	-	-	-	-	-	60,000
xxxx Well #3 Generator 3/2009 Cummins GGLB 150 NG		-	80,000	-	-	-	-	-	-	-	-	80,000
xxxx 2000 Kohler 135 Generator(Tagalong) [Rep 4104]		-	100,000	-	-	-	-	-	-	-	-	100,000
xxxx Abbingtion Generator 5/2006 Olympian G100F3 NG (if Sewer CPF is not performed)		-	80,000	-	-	-	-	-	-	-	-	80,000
xxxx Kensington Generator 1/2005 Olympian D50P3 Diesel (if Sewer CPF is not performed)		-	-	65,000	-	-	-	-	-	-	-	65,000
xxxx Well #1 Generator 3/2012 Generac SG175 NG		-	-	-	100,000	-	-	-	-	-	-	100,000
Subtotal		-	460,000	65,000	100,000	-	-	-	-	-	-	625,000

Capital Improvement Plan - FY 2024 - 2033
Water and Sewer Fund

Item	Project Number	Fiscal Year											Totals
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033		
Equipment - Other													
6004 2010 Skid Steer Caterpillar 277C w/Bucket		-	95,000	-	-	-	-	-	-	-	-	-	95,000
6008 2011 Wacker RT 82-SC 32" Trench Roller		-	36,000	-	-	-	-	-	-	-	-	-	36,000
4109 2011 Air Compressor Sullair 185		-	45,000	-	-	-	-	-	-	-	-	-	45,000
6011 2013 FX-30 Ditch Witch Vacuum - Replace with Jetter/Sewer Vac Truck		-	300,000	-	-	-	-	-	-	-	-	-	300,000
6016 2016 Hudson Trailer 20' HTD18C 12 Ton		-	-	24,000	-	-	-	-	-	-	-	-	24,000
6012 2013 Volvo DD15 Compactor Double Drum		-	-	-	-	40,000	-	-	-	-	-	-	40,000
6017 2012 Doosan Forklift Model G25P5		-	-	-	-	60,000	-	-	-	-	-	-	60,000
6025 2018 Hudson Trailer 20' HTD18C 12 Ton		-	-	-	-	30,000	-	-	-	-	-	-	30,000
6045 2021 Bravo Aires Pathfinder Camera & Trailer		-	-	-	-	-	-	140,000	-	-	-	-	140,000
6028 2019 DYNA-VAC RH-750 Easement Machine		-	-	-	-	-	-	-	80,000	-	-	-	80,000
6034 2021 Kubota RTV-900 4x4		-	-	-	-	-	-	-	35,000	-	-	-	35,000
6039 2017 Caterpillar 914M Compact Wheel Loader		-	-	-	-	-	-	-	-	150,000	-	-	150,000
6013 2014 305 CAT Mini Excavator		-	-	-	-	-	-	-	-	130,000	-	-	130,000
6047 2021 Ditch Witch Vacuum & Trailer		-	-	-	-	-	-	-	-	90,000	-	-	90,000
6050 2021 Kaufman 22' Trailer		-	-	-	-	-	-	-	-	12,000	-	-	12,000
6027 2019 Caterpillar 305.E2 Excavator		-	-	-	-	-	-	-	-	-	90,000	-	90,000
6076 2016 308 CAT Excavator [Rep 6021]		-	-	-	-	-	-	-	-	-	-	-	-
6077 2280 Mahle Articpro R1234YF AC Machine		-	-	-	-	-	-	-	-	-	-	-	-
6038 2006 FX-30 Ditch Witch Vacuum		-	-	-	-	-	-	-	-	-	-	-	-
6009 2011 Kaufman Tilt 22' Trailer		-	-	-	-	-	-	-	-	-	-	-	-
6029 2019 Skid Steer Caterpillar 289D2 - (Projected 2034 \$80k)		-	-	-	-	-	-	-	-	-	-	-	-
6002 2006 Kubota RTV-900		-	-	-	-	-	-	-	-	-	-	-	-
6021 2016 Caterpillar 308 Excavator		-	-	-	-	-	-	-	-	-	-	-	-
6035 2021 Caterpillar Compactor		-	-	-	-	-	-	-	-	-	-	-	-
6014 2014 Aries Pathfinder Camera & Trailer Model VRLC6X12TE2		-	-	-	-	-	-	-	-	-	-	-	-
Subtotal		-	476,000	24,000	-	130,000	-	140,000	115,000	382,000	90,000	-	1,357,000
Vehicles													
6082 Freightliner M2106 Dump Truck [Rep 6043]	2024-6000-003	135,000	-	-	-	-	-	180,000	-	-	-	-	315,000
6083 Ford F-450 Diesel Crew Cab - Utility Crew Leader [Rep 6018]	2024-6000-004	85,000	-	-	-	-	-	90,000	-	-	-	-	175,000
6084 Ford F-350 - On Call [Rep 6020]	2024-6000-005	65,000	-	-	-	-	-	75,000	-	-	-	-	140,000
6042 2015 Freightliner Dump Truck		-	140,000	-	-	-	150,000	-	-	-	-	-	290,000
6019 2016 Chevrolet 2500 - WS Spare		-	65,000	-	-	-	-	-	80,000	-	-	-	145,000
6044 2019 F450 Crew Truck - Utility Crew Leader		-	-	85,000	-	-	-	-	-	90,000	-	-	175,000
6007 2011 Chevrolet Silverado 2500 Reg Cab - Water Technician		-	-	70,000	-	-	-	-	-	80,000	-	-	150,000
6023 2017 Chevrolet 2500 Reg Cab Service Bed - Utility System Operator		-	-	70,000	-	-	-	-	-	80,000	-	-	150,000
6022 2017 Chevrolet 1500 Reg Cab Short Bed - Water System ORC		-	-	70,000	-	-	-	-	-	80,000	-	-	150,000
6026 2019 Kenworth T440 w/800-HPR-ECO Sewer Jet Machine		-	-	-	280,000	-	-	-	-	-	-	-	280,000
6024 2018 Freightliner M2106 Diesel Dump Truck		-	-	-	180,000	-	-	-	-	-	-	-	180,000
6031 2020 Chevrolet Silverado 3500 Reg Cab Crane Body - Utility System Operator		-	-	-	85,000	-	-	-	-	-	90,000	-	175,000
6032 2020 Chevrolet Silverado 2500 Reg Cab 4x4 Service Body - Senior Water System ORC		-	-	-	75,000	-	-	-	-	-	80,000	-	155,000
6033 2021 Chevrolet 2500 Crew Cab - Purchasing Agent		-	-	-	75,000	-	-	-	-	-	80,000	-	155,000
6010 2012 Ford F-150 Reg Cab - Spare		-	-	-	75,000	-	-	-	-	-	80,000	-	155,000
6040 2021 Chevrolet 3500 Crew Cab - Fleet Maintenance Manager		-	-	-	-	80,000	-	-	-	-	-	-	80,000
6030 2020 Freightliner M2 Dump Truck		-	-	-	-	180,000	-	-	-	-	-	-	180,000
6074 2022 Chevrolet Silverado 2500 - Utility Supervisor		-	-	-	-	80,000	-	-	-	-	-	-	80,000
6078 2014 Ford F-550 Super Duty Dump Truck [Rep 6041]		-	-	-	-	-	120,000	-	-	-	-	-	120,000
6075 2022 Chevrolet Silverado 2500 - Assistant PW Director		-	-	-	-	-	75,000	-	-	-	-	-	75,000
6015 2015 Chevrolet Silverado 2500 - Spare		-	-	-	-	-	-	-	-	-	-	-	-
6001 2004 Series 2 Sewer Jet Rodder Machine		-	-	-	-	-	-	-	-	-	-	-	-
6018 2016 Ford F-450 Diesel Crew Cab - Utility Crew Leader		-	-	-	-	-	-	-	-	-	-	-	-
6043 2016 Freightliner M2106 Dump Truck [will be sold]		-	-	-	-	-	-	-	-	-	-	-	-
6020 2016 Ford F-350 Reg Cab - On Call [will be sold]		-	-	-	-	-	-	-	-	-	-	-	-
6041 2014 Ford F-550 Super Duty Reg Cab Dump Truck [will be sold]		-	-	-	-	-	-	-	-	-	-	-	-
Subtotal		285,000	205,000	295,000	770,000	340,000	345,000	345,000	80,000	330,000	330,000	-	3,325,000

Capital Improvement Plan - FY 2024 - 2033
Water and Sewer Fund

Item	Project Number	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Totals
Cost Share - General Fund Assets												
Fuel System Replacement (50% GF) ^[1]	2024-6000-006	12,500	-	-	-	-	-	-	-	-	-	12,500
Town Hall Renovation, both floors (CPF) (50% GF) ^[2]	2024-6000-007	300,000	-	3,450,000	-	-	-	-	-	-	-	3,750,000
6085 Ford Explorer [Rep 1002] (50% GF) ^[3]	2024-6000-008	25,000	-	-	-	-	-	30,000	-	-	-	55,000
Server Replacement (50% GF) ^[4]	2024-6000-009	25,000	-	-	-	-	30,000	-	-	35,000	-	90,000
Backup & Disaster Recovery (50% GF) ^[5]	2024-6000-010	45,000	-	-	-	-	45,000	-	-	45,000	-	135,000
6060 Plotter - Printer/Scanner (50% GF) ^[6]		-	-	10,000	-	-	-	-	-	-	-	10,000
6072 2019 Ford Transit Van (50% GF) ^[7]		-	-	-	-	-	25,000	-	-	-	-	25,000
xxxx 20xx Bucket Truck (50% GF) ^[8]		-	-	-	-	-	60,000	-	-	-	-	60,000
6077 2021 Ford F150 - Town Manager (50% GF) ^[9]		-	-	-	-	-	35,000	-	-	-	-	35,000
6054 2021 Kubota Tractor (50% GF) ^[10]		-	-	-	-	-	-	-	70,000	-	-	70,000
Subtotal		407,500	-	3,460,000	-	-	195,000	30,000	70,000	80,000	-	4,242,500
Total project expenditures		1,052,000	2,026,000	6,529,000	9,283,000	5,963,000	6,706,000	4,525,000	2,365,000	1,292,000	420,000	40,161,000
Financing Sources:												
Capital Reserve Fund - Operating Capital		502,000	1,391,000	394,000	870,000	470,000	540,000	515,000	265,000	792,000	420,000	6,159,000
Capital Reserve Fund - Capital Project Fund		550,000	635,000	585,000	1,413,000	3,465,000	4,666,000	2,510,000	2,100,000	500,000	-	16,424,000
Installment Loan Financing		-	-	3,450,000	-	-	-	-	-	-	-	3,450,000
Revenue Bond Financing		-	-	2,100,000	7,000,000	2,028,000	1,500,000	1,500,000	-	-	-	14,128,000
Total financing sources		1,052,000	2,026,000	6,529,000	9,283,000	5,963,000	6,706,000	4,525,000	2,365,000	1,292,000	420,000	40,161,000
CPF - The budget and funding for these projects will be shown in the Water and Sewer Capital Projects Fund.												
Projects split between General Fund and Water & Sewer Fund												
^[1] \$25,000 total in FY2024												
^[2] \$600,000 total in FY2024; \$6,900,000 total in FY2026												
^[3] \$50,000 total in FY2024; \$60,000 total in 2030												
^[4] \$50,000 total in FY2024; \$60,000 total in FY2029; \$70,000 total in FY2032												
^[5] \$90,000 total in FY2024; \$90,000 total in FY2029; \$90,000 total in FY2032												
^[6] \$20,000 total in FY2026												
^[7] \$50,000 total in FY2029												
^[8] \$120,000 total in FY2029												
^[9] \$70,000 total in FY2029												
^[10] \$140,000 total in FY2031												

Capital Improvement Plan - FY 2024 - 2033

Storm Water Fund

Item	Project Number	Fiscal Year											Totals
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033		
Project and acquisition expenditures by function:													
Storm water projects													
System A Phase 3 (CPF)	2021-7000-001	650,000	-	-	-	-	-	-	-	-	-	650,000	
Regional Detention (CPF)		-	-	400,000	-	-	-	-	-	-	-	400,000	
Storm Water Improvements - System B - Phase 1 (CPF)		-	-	-	-	-	-	-	-	-	-	-	
Subtotal		650,000	-	400,000	-	-	-	-	-	-	-	1,050,000	
Vehicles													
7003 Freightliner Street Sweeper [Rep 7002]	2024-7000-001	280,000	-	-	-	-	-	-	310,000	-	-	590,000	
7002 2013 Freightliner Street Sweeper (will be sold)		-	-	-	-	-	-	-	-	-	-	-	
Subtotal		280,000	-	-	-	-	-	-	310,000	-	-	590,000	
Total project expenditures		930,000	-	400,000	-	-	-	-	310,000	-	-	1,640,000	
Financing Sources:													
Capital Reserve Fund		280,000	-	-	-	-	-	-	310,000	-	-	590,000	
Capital Reserve Fund - Capital Project Fund		650,000	-	400,000	-	-	-	-	-	-	-	1,050,000	
Installment financing		-	-	-	-	-	-	-	-	-	-	-	
Total financing sources		930,000	-	400,000	-	-	-	-	310,000	-	-	1,640,000	
CPF - The budget and funding for these projects will be shown in the Storm Water Capital Projects Fund.													



Town of Harrisburg
Planning and Zoning Department
Rezoning Staff Report for Town Council
Case # H-2022-18-R

DATE: April 21, 2023

SUBJECT:

Request H-2022-18-R: To rezone approximately 5.559 acres from County CR (Countryside Residential) to RL (Residential Low Density)

Location: The subject property is located on Robinson Church Road north of the Oak Hollow Lane intersection (PIN 5506-91-1078)

Applicant: Foxx Contracting on behalf of property owner Giuseppe Acito

Staff Report Prepared by: Craig Thomas, Senior Planner

Neighborhood Meeting: N/A

BACKGROUND:

Area: ±5.559 acres Total

Existing Land Use: Vacant/Single-Family Residential

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

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

APPLICATION SUMMARY:

- The applicant is requesting approval to rezone property located at 9771 Robinson Church Road from its current County zoning designation of CR (Countryside Residential) to a Town of Harrisburg designation of RL (Residential Low Density). Along with the request for rezoning, the applicant is also requesting Town Council approval for a non-contiguous annexation into the Town of Harrisburg town limits, to access Town sewer services for the parcel. Should the Town Council approve the rezoning, approval would need to be made contingent on annexation approval by the Council.
- The RL district has a maximum density of 1 dwelling unit per acre. At a density of 0.18 dwelling units per acre, the subject parcel meets the RL dimensional requirements of the UDO.
- The Planning and Zoning Board reviewed the request for rezoning at its February 13, 2023 meeting and is recommending Town Council approval of the rezoning.

APPROVAL CRITERIA:

1. The size of the tract in question;

The subject property is approximately 5.559 acres in size.

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

Per the Unified Development Ordinance, the intent of the proposed district:

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

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

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

Based on the description of the Low Density Residential land use classification, the proposed density would meet the intent that has been set for this area in the Land Use Plan.

With regard to the overall goals of the Land Use Plan, **recommendation LU-5** states that the Town should “Expand Housing Options” to appeal to a broad range of audiences and

products to those seeking Harrisburg's high quality of life. The low density nature of this area and the proposed zoning would allow the property owner to continue to utilize the existing single family home and maintain the rural character of the area.

Recommendation LU-7 of the Plan recommends consistency between the Town's zoning regulations and the adopted Future Land Use Map. A table included as part of this goal establishes the "appropriate" zoning districts to use when making zoning decisions based on the Future Land Use Map. The map, as previously stated, designates this area as Low Density Residential and the proposed density of 0.18 dwelling units per acre is compatible with the 1 acre lot size standard designated by the RL district.

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

The benefits to the owners of the properties would be that single-family residential zoning at the proposed density of 0.18 dwelling units per acre could be achieved under the proposed zoning, and annexation allows access to town offered services.

The continuation of one single-family detached home has no detrimental impact to the surrounding community. The rezoning and annexation request is to adopt the Town's low density zoning and tap into the Town's water and sewer availability.

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

a. Utilities:

In 2021, due to the need to expand capacity at the Rocky River Regional Wastewater Treatment Plant, the Water and Sewer Authority of Cabarrus County (WSACC) began the process of expanding capacity at the plant to serve new growth and development. In conjunction with this planned expansion, WSACC imposed a limit on the available sewer allocation for customers within its service area. In response, the Town has adopted a "Sewer Allocation Policy" to ensure that the capacity available to the Town is not exceeded. Town staff meets on a quarterly basis to review applications for sewer allocations and either approves or denies allocations, based on the availability of sewer capacity.

In accordance with the Town's Sewer Allocation Policy, a single residential parcel is exempt from this Policy and therefore does not require an allocation of sewer capacity.

Utilities are available in this area and are sufficient to meet the needs of this property. Water is available along Robinson Church Road and sewer access is available to the northeast and northwest of the property on the other side of Robinson Church Road. Any utility line extensions or upgrades necessary to serve this development will be the responsibility of the developer.

Transportation:

Based on the small amount of traffic generated by the existing single family dwelling A TIA was not required. Driveway access will be reviewed and permitted by the Town and NCDOT during the permitting review process.

b. Safety and Sanitation Services:

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

c. Schools:

As no additional residential units are being created by this rezoning and annexation, no change in the number of students is anticipated.

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

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

At a density of 0.18 dwelling units per acre, the proposed use is compatible with surrounding land uses.

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

Like all other development activity in this area, the development of this land would convert former vacant land into residential lots, while preserving the rural character of the area.

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

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

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

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

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

As previously mentioned, the use of the property for a single family detached home, is consistent with surrounding neighborhoods and aligns with the Harrisburg Area Land Use Plan (HALUP) future land use recommendation for this property.

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

This property has been vacant.

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

Land supply is not a direct issue in this area.

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

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

PLANNING AND ZONING BOARD RECOMMENDATION:

At its February 13th meeting, the PZB voted to recommend Town Council approval of the requested rezoning.

STAFF RECOMMENDATION:

The proposed rezoning of property located at 9771 Robinson Church Road is consistent with the Harrisburg Area Land Use Plan (HALUP) LDR designation and the requirements of the UDO. Planning and Zoning staff therefore recommends approval of the request for rezoning of property located at 9771 Robinson Church Road from County-CR (Countryside Residential) to a Town of Harrisburg designation of RL (Residential Low Density).

Legislative Approval Application

1. Application Type (select all that apply)

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

2. Project Information

- a. Project Name: ACTO RESIDENCE
- b. Project Location/Address: 9771 ROBINSON CHURCH RD
- c. Tax Map and Parcel Number (PIN): #5506911078000 (5.559 ACRES)
#5506911011000 (3.840 ACRES)
- d. Zoning: Existing: CR Proposed: RL
- e. Land Use: Existing: _____ Proposed: _____
- g. Description of Request (attach separate sheet if needed):

Report to ANNEX TO TIE IN G77 SEWER
TOWN OF HARRISBURG HAS INSPECTED AND DEEMED ACCESSIBLE

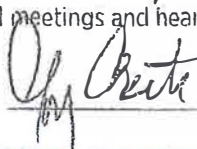
3. Contact Information

- a. Project Manager/Contact Person: GIUSEPPE ACTO
Company: N/A
Address: 9771 ROBINSON CHURCH City, State, Zip: HARRISBURG NC 28075
Phone Number: 704 622 3055 Email Address: gacto@AATRENCHING.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. Owner's Consent

Giuseppe Acito ("Owner") certifies that it is the owner of the property located at 9771 ROBINSON CHURCH RD ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

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

Owner's Signature: 

Date: 11/10/22

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

Project Name: Acito Residence

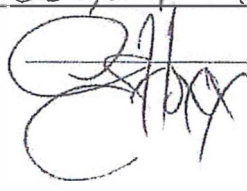
Submittal Date: 11/10/22

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: Gregory Fox

Applicant Signature: 

6. Staff Use Only:

Record of Process

Date Received: 1/17/2023

Application Number: H-2022-18-R

Is Application Complete?

☒

Yes

☐

No

Public Hearing Date(s): 5/8/23

Published Notice Date: 4/28/23 and 5/5/23

Mailed Notice Date: 4/10/23

Posted Notice Date: 4/10/23

Final Action Applicant Notification Mailed Date:

Town Staff Signature: Craig Thomas

Record of Decision

Reviewed By:

Recommendation:

☐

Approve

☐

Deny

Final Action:

☐

Approve

☐

Deny

H2022-18-R Aerial Map



H-2022-18-R Site Map





April 10, 2023

Public Hearing Notice Revised

To Whom It May Concern:

Our records indicate that you own property within 300' of property located at 9771 Robinson Church Road (Cabarrus County PIN 5506-91-1078). The owner of this property is requesting annexation into the Town of Harrisburg limits and rezoning from Cabarrus County CR (Countryside Residential) to Town of Harrisburg RL (Residential Low Density). The purpose of this annexation and rezoning is to have access to the Town's water and sewer services.

A public hearing on this request will be held on May 8, 2023, at 6:00 pm at Harrisburg Town Hall in the Town Council chambers. You are being notified of this public hearing in accordance with the requirements of Section 145.01.08.C of the Harrisburg Unified Development Ordinance (UDO) and are invited to attend the meeting (in person or virtually) and provide input or ask questions. Please see instructions below on how to access this meeting virtually.

Virtual Meeting Information:

Please click this URL to join.

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

Passcode: 212521

Or join by phone: (929) 205 6099

Dial: (929) 205 6099

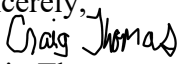
Webinar ID: 834 8187 7476

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

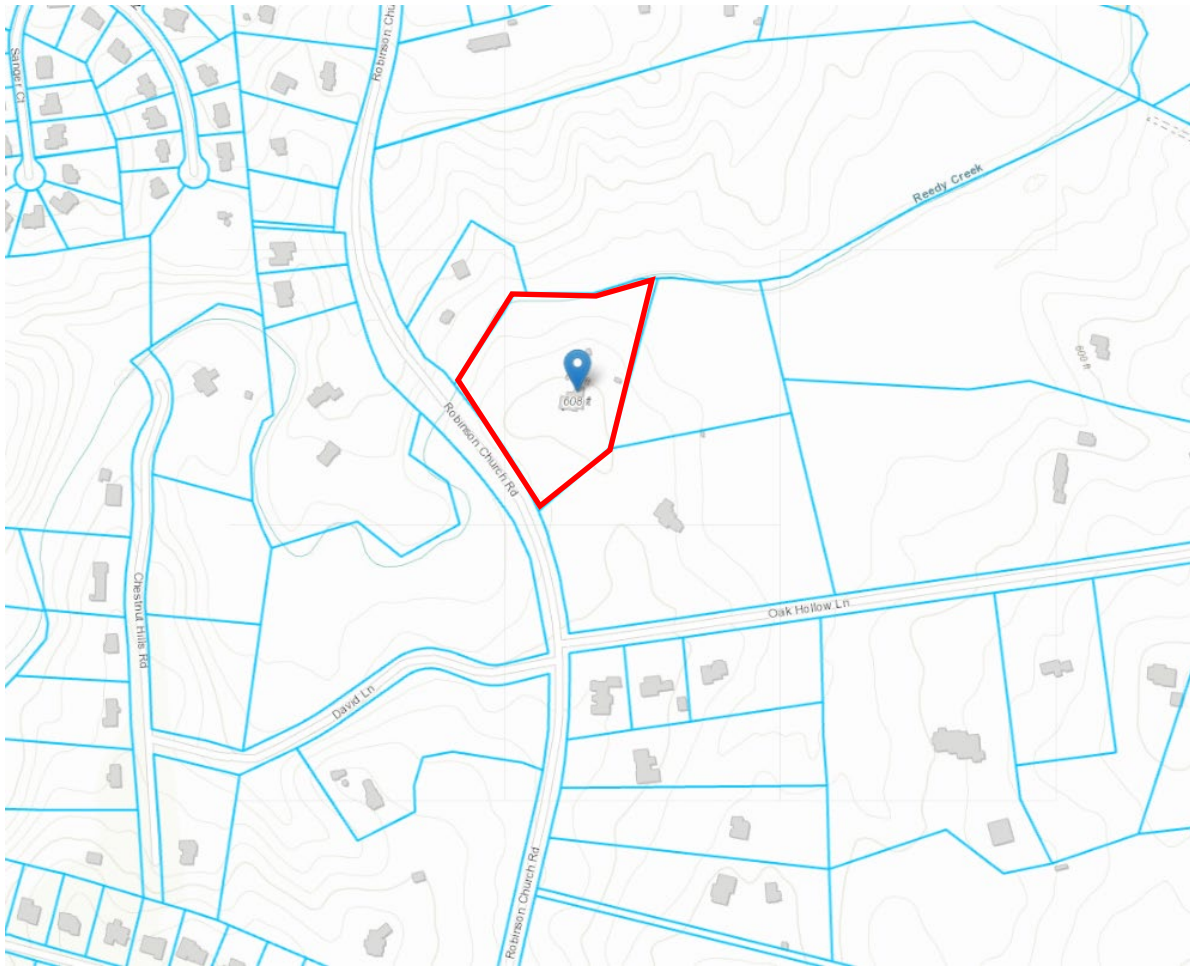
The number at Town Hall is 704-455-5614 if you have any questions prior to the meeting.

H2022-18-R 9771 Robinson Church Road Rezoning – Town Council Public Hearing

Date: Monday, May 8, 2023
Time: 6:00 PM
Location: Harrisburg Town Hall
4100 Main Street
Harrisburg, NC 28075

Sincerely,

Craig Thomas
Senior Planner
Town of Harrisburg

Site Location Map (9771 Robinson Church Road)



PUBLIC HEARING NOTICE

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

Monday, May 8, 2023 @ 6:00 PM

Harrisburg Town Hall- Council Chambers

4100 Main Street

Harrisburg, NC 28075

H-2022-18-R: Request to rezone approximately 5.559 acres from County CR (Countryside Residential) to RL (Residential Low Density). The subject property is located on Robinson Church Road north of the Oak Hollow Lane intersection (PIN 5506-91-1078).

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

Copies of text amendment available for review at Harrisburg Town Hall.

Publication Dates: Friday April 28th, 2023, and Friday May 5, 2023.

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): # 5506911078000 - 5.559 Acres
5506911011000 - 3.840 Acres
- c. Current Zoning: CR
- d. Current Land Use: Residential
- e. Area to be annexed is: ☒ Non-Contiguous
- f. Boundaries of territory to be annexed (attach separate sheet or describe below):

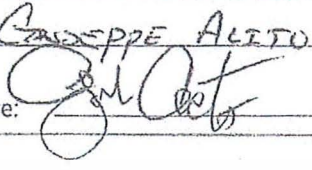
PROPERTY Boundary IN ITS Entirety

3. Contact Information

- a. Contact Person: GIUSEPPE ACITO
Company: N/A
Address: 9771 ROBINSON CHURCH City, State, Zip: HARRISBURG, NC 28075
Phone Number: 704 622-3095 Email Address: JOACITO@ASTRENCING.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 ALITO Address: 9771 ROBINSON CIRCLE RD

Owner Signature:  Date: 11/10/22

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: _____

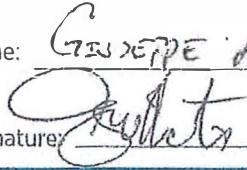
5. Affidavit of Completeness and Accuracy (to be completed by the individual submitting the application)

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 ALITO Submittal Date: 11/10/22

Applicant Signature: 

7. Required Attachments

All Annexation Application submittals must be accompanied by:

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

6. Staff Use Only:

Record of Process

Date Received: 1/17/23

Application Number: H-2022-18-R

Is Application Complete?

☒

Yes

☐

No

Public Hearing Date(s): 5/8/23

Published Notice Date: NA - Public Hearing called by Town Council 4/17/2023

Mailed Notice Date: NA

Posted Notice Date: NA

Final Action Applicant Notification Mailed Date:

Town Staff Signature: Craig Thomas

Record of Decision

Reviewed By:

Recommendation:

☐

Approve

☐

Deny

Final Action:

☐

Approve

☐

Deny

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

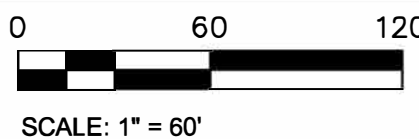
SURVEYING & MAPPING PLLC
(704) 634-9354

FIRM #P-2095

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

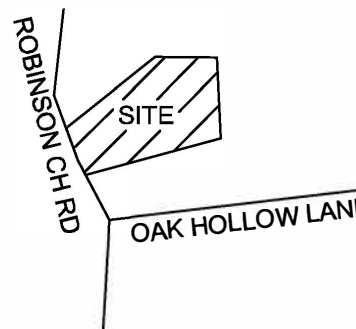
DEED AND PLAT REFERENCES:

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

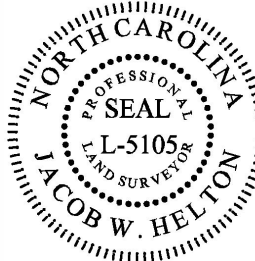
BRICK
HOUSE

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



HarrisburgNC

The right side of opportunity

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

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

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

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

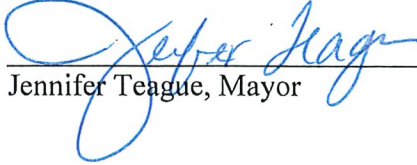
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Harrisburg, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on May 8, 2023.

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

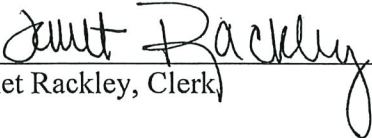
Beginning at a capped rebar on the south bank of Reedy Creek; thence S 83°35'03" W a distance of 200.00'to a computed point in said creek; thence S 89°29'05" W a distance of 237.49'to a computed point in said creek; thence S 34°03'44" W a distance of 216.84'to a computed point in said creek; thence S 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, Clerk



ORDINANCE #7029

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

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

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

WHEREAS, the Town of Harrisburg Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Harrisburg Town Hall, 4100 Main Street, Suite 101, Harrisburg, N.C. on May 8, 2023, after due notice by Independent Tribune; and

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

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

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

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

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

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

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.

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

Section 2. Upon and after May 8, 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in forced in the Town of Harrisburg and shall be entitled to the same privileges and benefits as other parts of the Town of Harrisburg. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this 8th day of May, 2023

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2023-02-R: Consider request for contiguous annexation and rezoning of property on Wedding Belle Court (PINs 5506-69-2600 and 5506-76-0274), consisting of 2.13 acres, from LDR (Low Density Residential) County Zoning to RM (Residential Medium) Town of Harrisburg Zoning.

Presenting Personnel:

Zac Gordon, Planning Director

Suggested Motion or Action:

Rezoning

For rezoning approval, the following motion is suggested:

Motion to approve the applicant's request for rezoning of property on Wedding Belle Court (PINs 5506-69-2600 and 5506-76-0274) - Case # H-2023-02-R, consisting of approximately 2.13 acres, **contingent on approval of related annexation request.** .

Rezoning Consistency Statement:

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

For rezoning denial, the following motion is suggested:

Motion to **deny** the applicant's request for rezoning of property on Wedding Belle Court (PINs 5506-69-2600 and 5506-76-0274) - Case # H-2023-02-R, consisting of approximately 2.13 acres.

Annexation

For annexation approval, the following motion is suggested:

Motion to Approve the request for annexation of property on Wedding Belle Court (PINs 5506-69-2600 and 5506-76-0274), consisting of 2.13 acres.

Description/Background:

The applicant is requesting approval to rezone two parcels on Wedding Belle Court (PINs 5506-69-2600 and 5506-76-0274), consisting of approximately 2.13 acres, from their current County zoning designation of LDR (Low Density Residential) to a Town of Harrisburg designation of RM (Residential Medium Density). Along with this request, the applicant is also seeking Town Council approval for a contiguous annexation of these parcels into the Town of Harrisburg town limits to access Town sewer services.

The Harrisburg Area Land Use Plan (HALUP) Future Land Use Map (FLUM) designates this property as "Medium Density Residential (MDR)", which calls for a density of 2-3 dwelling units per acre. The RM zoning district also has a density limit of 2-3 dwelling units per acre. At a density of 0.94 dwelling units per acre, the proposed rezoning complies with the HALUP and is within the RM zoning density limits of 2-3 dwelling units per acre.

The Planning and Zoning Board reviewed the request for rezoning at its March 21, 2023 meeting and is recommending Town Council approval of the rezoning.

Recommendation:

STAFF RECOMMENDATION:

The proposed rezoning of property located on Wedding Belle Court (PINs 5506-66-9260 and 5506-76-0274) is consistent with the Harrisburg Area Land Use Plan (HALUP) FLUM designation of Medium Density Residential of 2-3 dwelling units per acre for this property and the density requirements of the UDO for the RM zoning district. Planning and Zoning staff therefore recommends approval of the applicant's request for rezoning of this property from County-LDR (Low Density Residential) to a Town of Harrisburg designation of RM (Residential Medium Density), subject to annexation approval by the Town Council.

PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board recommended Town Council approval of the proposed rezoning at their March 21, 2023 meeting.

Fiscal Impact:

None

Attachments:

1. H-2023-02-R Staff Report TC
2. H-2023-02-R Rezoning Application
3. H-2023-02-R Aerial Map
4. H-2023-02-R Site Map
5. H-2023-02-R Public Hearing Notice
6. H-2023-02-R Notice to Neighbors
7. H-2023-02-R Annexation Application
8. H-2023-02-R Survey Lot 2
9. H-2023-02-R Survey Lot 3
10. H-2023-02-R Legal Description
11. H-2023-02-R Certificate of Sufficiency
12. H-2023-02-R Resolution Fixing Date of Public Hearing- Wedding Belle Ct
13. H-2023-02-R Annexation Ordinance



Town of Harrisburg
Planning and Zoning Department
Rezoning Staff Report for Town Council
H-2023-02 R

DATE: April 21, 2023

SUBJECT:

Request H-2023-02-R: To rezone approximately 2.13 acres from County LDR (Low Density Residential) to RM (Residential Medium Density)

Location: The subject property is located at the intersection of Robinson Church Road and Wedding Belle Court (PINs 5506-66-9260 and 5506-76-0274)

Applicant: William and Jomeka Weathers

Staff Report Prepared by: Craig Thomas, Senior Planner

Neighborhood Meeting: N/A

BACKGROUND:

Area: ±2.13 acres Total

Existing Land Use: Vacant/Single-Family Residential

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

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

APPLICATION SUMMARY:

- The applicant proposes to annex two parcels into the Town of Harrisburg town limits to have access to Town sewer services for the parcels. The parcels are currently in Cabarrus County. To achieve this, the applicant is requesting that the property be rezoned from County LDR (Low Density Residential) to RM (Residential Medium Density).
- The RM district has a maximum density of 2 dwelling units per acre. At a density of 0.94 dwelling units per acre, the subject parcels meet the RM dimensional requirements of the UDO.
- The property is in the County and the applicant has also submitted a Petition requesting Annexation for the subject property which is contiguous to the current Town of Harrisburg primary corporate limits.

APPROVAL CRITERIA:

1. The size of the tract in question;

The subject property is approximately 2.13 acres in size.

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

Per the Unified Development Ordinance, the intent of the proposed district:

RM: *The RM district is established to provide areas for medium-density single-family residential uses on smaller lots or single-family detached and attached dwellings clustered around common open space used as buffers between districts or housing types and to provide for resource protection and preservation of sensitive lands.*

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

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

Based on the description of the Medium Density Residential land use classification, the proposed density would meet the intent that has been set for this area in the Land Use Plan.

With regard to the overall goals of the Land Use Plan, **recommendation LU-5** states that the Town should “Expand Housing Options” to appeal to a broad range of audiences and products to those seeking Harrisburg’s high quality of life. The medium density nature of this area and the proposed zoning would allow the property owner to construct a home on each lot and maintain the rural character of the area.

Recommendation LU-7 of the Plan recommends consistency between the Town’s zoning regulations and the adopted Future Land Use Map. A table included as part of this goal establishes the “appropriate” zoning districts to use when making zoning decisions based on the Future Land Use Map. The map, as previously stated, designates this area as Medium Density Residential and the proposed density of 0.94 dwelling units per acre is compatible with the 15,000 square foot minimum lot size standard designated by the RM district.

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

The benefits to the owners of the properties would be that single-family residential zoning at the proposed density of 0.94 dwelling units per acre could be achieved under the proposed zoning, and annexation allows access to town offered services.

The construction of one single-family detached home pre lot has no detrimental impact to the surrounding community. The rezoning and annexation request is to adopt the Town’s medium density zoning and tap into the Town’s water and sewer availability.

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

a. Utilities:

In 2021, due to the need to expand capacity at the Rocky River Regional Wastewater Treatment Plant, the Water and Sewer Authority of Cabarrus County (WSACC) began the process of expanding capacity at the plant to serve new growth and development. In conjunction with this planned expansion, WSACC imposed a limit on the available sewer allocation for customers within its service area. In response, the Town has adopted a “Sewer Allocation Policy” to ensure that the capacity available to the Town is not exceeded. Town staff meets on a quarterly basis to review applications for sewer allocations and either approves or denies allocations, based on the availability of sewer capacity.

In accordance with the Town’s Sewer Allocation Policy, a single residential parcel is exempt from this Policy and therefore does not require an allocation of sewer capacity.

Utilities are available in this area and are sufficient to meet the needs of this property. Water is available along Robinson Church Road and sewer access is available to the north and within neighborhoods to the east and west. Any utility

line extensions or upgrades necessary to serve this development will be the responsibility of the owner/developer.

Transportation:

Based on the small amount of traffic generated by the one or two single family dwellings, a TIA is not required. Driveway access will be reviewed and permitted by the Town and NCDOT during the permitting review process.

b. Safety and Sanitation Services:

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

c. Schools:

Since no additional residential units are being created by this rezoning and annexation, there will be no change in the number of students.

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

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

At a density of 0.94 dwelling units per acre, the proposed use is compatible with surrounding land uses.

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

Like all other development activity in this area, the development of this land would convert former vacant land into residential lots, while preserving the rural character of the area.

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

The areas around this property are generally zoned for low density and medium density residential use. Existing land use patterns in the area typically consist of low and medium density residential lots and vacant forested land.

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

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

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

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

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

This property is vacant.

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

Land supply is not a direct issue in this area.

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

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

PLANNING AND ZONING BOARD RECOMMENDATION:

At its March 21st meeting, the PZB voted to recommend Town Council approval of the requested rezoning.

STAFF RECOMMENDATION:

The proposed rezoning of property located on Wedding Belle Court (PINs 5506-66-9260 and 5506-76-0274) is consistent with the Harrisburg Area Land Use Plan (HALUP) MDR designation and the requirements of the UDO. Planning and Zoning staff therefore recommends approval of the request for rezoning of this property from County-LDR (Low Density Residential) to a Town of Harrisburg designation of RM (Residential Low Density).



Harrisburg NC

The right side of opportunity

Planning & Zoning Department

4100 Main Street Ste 102, Harrisburg, NC 28075

(704) 455-5614

Legislative Approval Application

1. Application Type (select all that apply)

☐ UDO Text Amendment

☒ Zoning Map Amendment (rezoning)

☐ Conditional Zoning Approval

☐ Certificate of Appropriateness

2. Project Information

a. Project Name: _____

b. Project Location/Address: Lot #2/#3 off of Robinson Church Rd. Harrisburg NC.

c. Tax Map and Parcel Number (PIN): Lot #2 (01-024-0061.00) (55067602740000)

Lot #3 (01-024-0060.00) (55066692600000)

d. Zoning: Existing: LDR Proposed: RM Residential Density

e. Land Use: Existing: undeveloped land Proposed: Residential

g. Description of Request (attach separate sheet if needed):

We plan to build a home on lot 2 and 3 for primary residence and we would like to connect to town of Harrisburg utilities, water, and sewage.

3. Contact Information

a. Project Manager/Contact Person: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email Address: _____

b. Applicant Name (if different than above): _____

Company: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email Address: _____

c. Owner Name: William Ondray Weathers / Jomeka Weathers

Company: _____

Address: 14136 Winford lane

City, State, Zip: Charlotte NC, 28262

Phone Number: (919) 949-7004

Email Address: Jomekah@yahoo.com

(980) 722-3109

willmweathers@yahoo.com

4. Signature of Owner(s)

Owner Name: William Ondray Weathers Address: 14136 Winford Ln Charlotte NC
28262

Owner Signature: William Ondray Weathers Date: 2-22-23

Owner Name: Jomeka Weathers Address: 14136 Winford Ln Charlotte NC
28262

Owner Signature: Jomeka Weathers Date: 2-22-23

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: William Ondray Weathers
Jomeka Weathers Submittal Date: 2-22-23

Applicant Signature: William Ondray Weather
Jomeka Weather

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: 3/8/2023

Application Number: H-2023-02-R

Is Application Complete?

☒

Yes

☐

No

Public Hearing Date(s): 5/8/2023

Published Notice Date: 4/28/23 and 5/5/23

Mailed Notice Date: 4/24/23

Posted Notice Date: 4/24/23

Final Action Applicant Notification Mailed Date: _____

Town Staff Signature:

Craig Thomas

Record of Decision

Reviewed By: _____

Recommendation:

☐

Approve

☐

Deny

Final Action:

☐

Approve

☐

Deny

H-2023-02-R Aerial Map – Wedding Belle Court



H-2023-02-R Site Map – Wedding Belle Court



PUBLIC HEARING NOTICE

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

Monday, May 8, 2023 @ 6:00 PM

Harrisburg Town Hall- Council Chambers

4100 Main Street

Harrisburg, NC 28075

H-2023-02-R: To rezone approximately 2.13 acres from County LDR (Low Density Residential) to RM (Residential Medium Density). The subject property is located at the intersection of Robinson Church Road and Wedding Belle Court (PINs 5506-66-9260 and 5506-76-0274)

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

Copies of text amendment available for review at Harrisburg Town Hall.

Publication Dates: Friday April 28th, 2023, and Friday May 5, 2023.



April 24, 2023

Public Hearing Notice

To Whom It May Concern:

Our records indicate that you own property within 300' of property located at Wedding Belle Court (Cabarrus County PIN 5506-66-9260 and 5506-76-0274). The owner of this property is requesting annexation into the Town of Harrisburg limits and rezoning from Cabarrus County LDR (Low Density Residential) to Town of Harrisburg RM (Residential Medium Density). The purpose of this annexation and rezoning is to have access to the Town's water and sewer services.

A public hearing on this request will be held on May 8, 2023, at 6:00 pm at Harrisburg Town Hall in the Town Council chambers. You are being notified of this public hearing in accordance with the requirements of Section 145.01.08.C of the Harrisburg Unified Development Ordinance (UDO) and are invited to attend the meeting (in person or virtually) and provide input or ask questions. Please see instructions below on how to access this meeting virtually.

Virtual Meeting Information:

Please click this URL to join.

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

Passcode: 212521

Or join by phone: (929) 205 6099

Dial: (929) 205 6099

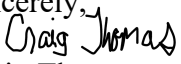
Webinar ID: 834 8187 7476

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

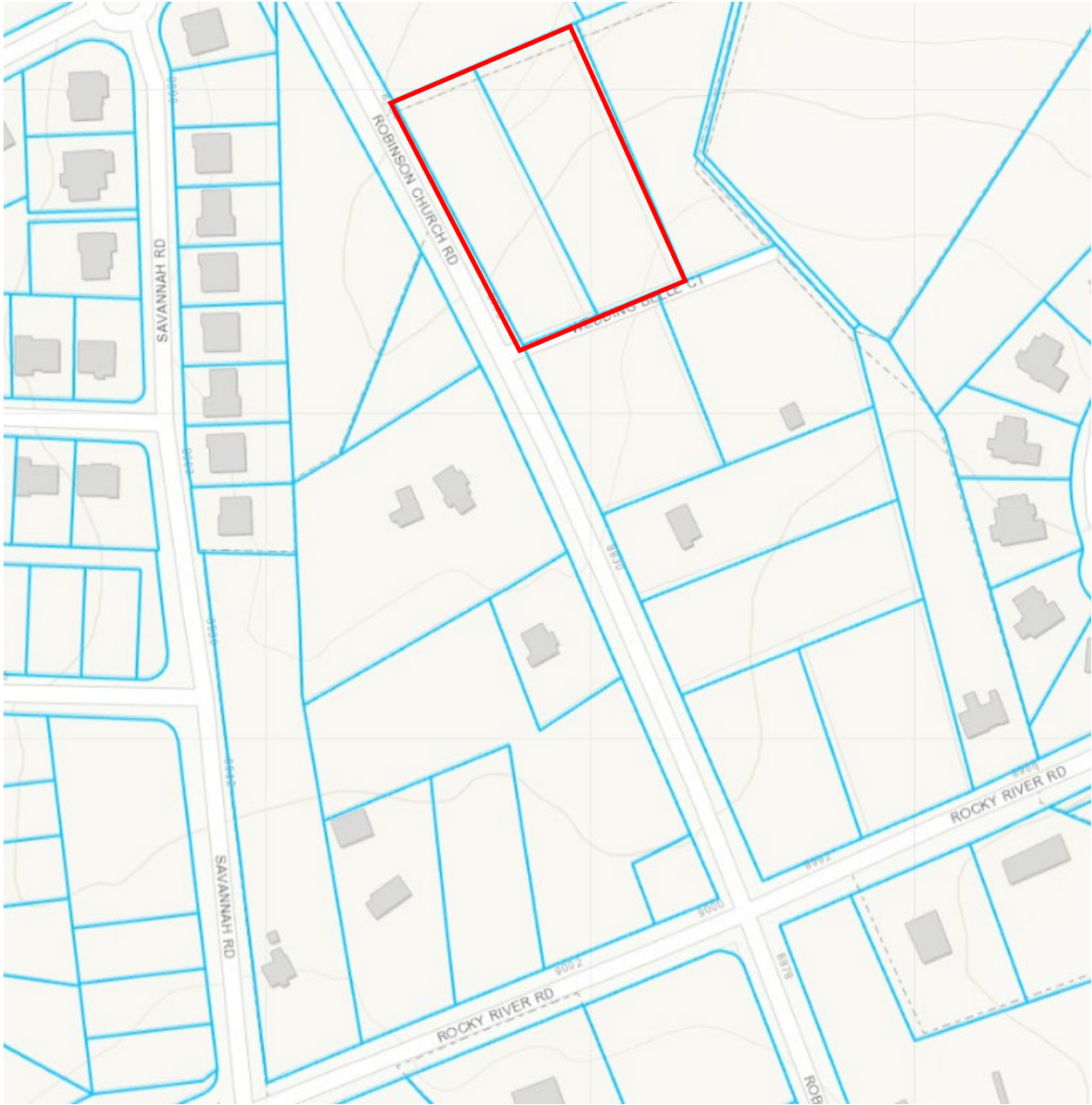
The number at Town Hall is 704-455-5614 if you have any questions prior to the meeting.

H2023-02-R Wedding Belle Court – Town Council Public Hearing

Date: Monday, May 8, 2023
Time: 6:00 PM
Location: Harrisburg Town Hall
4100 Main Street
Harrisburg, NC 28075

Sincerely,

Craig Thomas
Senior Planner
Town of Harrisburg

Site Location Map (Wedding Belle Court)





Harrisburg NC

The right side of opportunity

Planning & Zoning Department

4100 Main Street Ste 102, Harrisburg, NC 28075

(704) 455-5614

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

- Both lots #2 and #3 are located off of
- a. Property Location/Address: Robinson Church Road, Harrisburg NC 28075
- b. Tax Map and Parcel Number (PIN): Lot #2 (01-024-0061.00) (55067602740000)
Lot #3 (01-024-0060.00) (55066692600000)
- c. Current Zoning: LDR
- d. Current Land Use: Undeveloped land
- e. Area to be annexed is: ☒ Contiguous ☐ Non-Contiguous
- f. Boundaries of territory to be annexed (attach separate sheet or describe below):

3. Contact Information

- a. Contact Person: _____
Company: _____
Address: _____ City, State, Zip: _____
Phone Number: _____ Email Address: _____
- b. Applicant Name (if different than above): _____
Company: _____
Address: _____ City, State, Zip: _____
Phone Number: _____ Email Address: _____
- c. Owner Name: William Ondray Weathers / Jomeka Weathers
Company: _____
Address: 14136 Winford Lane City, State, Zip: Charlotte NC 28262
Phone Number: 980-722-3109 Email Address: jomekarnh@yahoo.com
919-949-7004 willmweathers@yahoo.com

4. Signature of Owner(s)

Owner Name: William Ondray Weathers Address: 14136 Winford Ln Charlotte NC
28262

Owner Signature: William Ondray Weathers Date: 2-22-23

Owner Name: Jomeka Weathers Address: 14136 Winford Ln Charlotte NC
28262

Owner Signature: Jomeka Weathers Date: 2-22-23

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: William Ondray Weathers
Jomeka Weathers Submittal Date: 2-22-23

Applicant Signature: William Ondray Weather
Jomeka Weather

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: 3/8/2023

Application Number: H-2023-02-R

Is Application Complete?

☒ Yes

☐ No

Public Hearing Date(s): 5/8/2023

Published Notice Date: NA - Public Hearing called by Town Council 4/17/2023

Mailed Notice Date: NA

Posted Notice Date: NA

Final Action Applicant Notification Mailed Date: _____

Town Staff Signature: Craig Thomas

Record of Decision

Reviewed By: _____

Recommendation: ☐ Approve

☐ Deny

Final Action: ☐ Approve

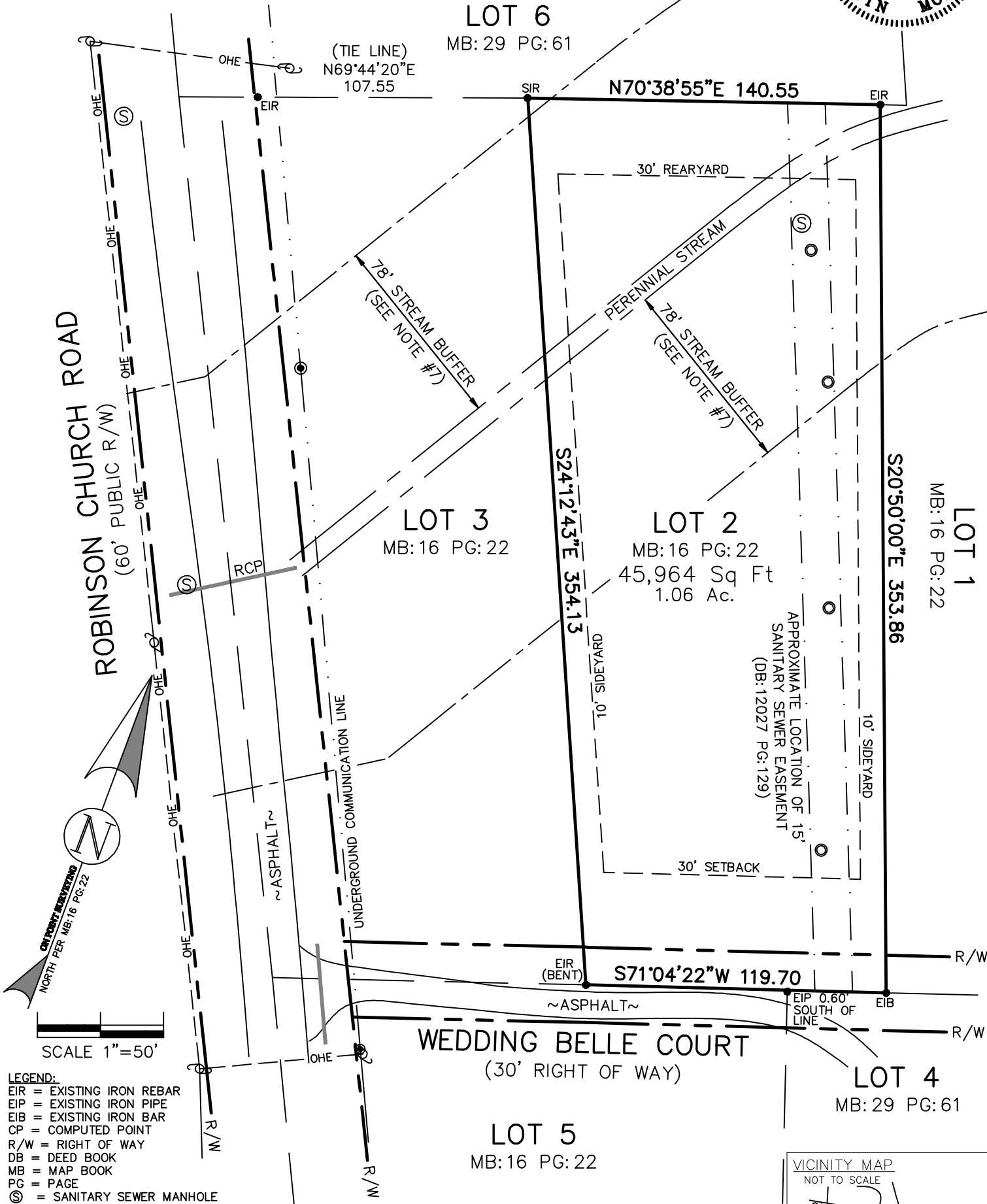
☐ Deny

THIS IS TO CERTIFY THAT ON THE 31st DAY OF OCTOBER, 2022 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND THE IMPROVEMENTS, IF ANY, ARE AS SHOWN HEREON.

NOTES:

1. PARCEL ID#: 55067602740000
2. DEED RECORDED AT DB: 4792 PG: 187
MAP RECORDED AT MB: 16 PG: 22
3. AREA COMPUTED BY COORDINATE METHOD.
4. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, RIGHTS-OF-WAY, OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN.
5. THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE F.E.M.A. AND FEDERAL INSURANCE ADMINISTRATION.
6. SETBACKS SHOWN ARE PER CURRENT ZONING OF LDR (CABARRUS COUNTY).
7. 78' STREAM BUFFER WAS DERIVED FROM THE FORMULA SPECIFIED IN CHAPTER 4 OF THE CABARRUS COUNTY UDO. 50' PLUS 4 TIMES THE AVERAGE SLOPE OF 7%.

Justin McKeown
JUSTIN MCKEOWN, PLS L-4739

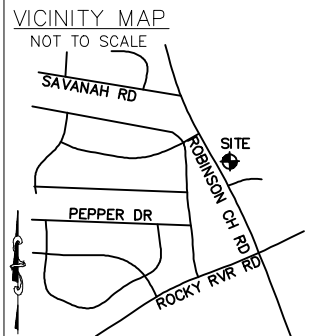


- LEGEND:**
- EIR = EXISTING IRON REBAR
 - EIP = EXISTING IRON PIPE
 - EIB = EXISTING IRON BAR
 - CP = COMPUTED POINT
 - R/W = RIGHT OF WAY
 - DB = DEED BOOK
 - MB = MAP BOOK
 - PG = PAGE
 - ⊙ = SANITARY SEWER MANHOLE
 - ⊙ = UTILITY POLE
 - OHE = OVERHEAD ELECTRIC
 - ⊙ = TELECOMMUNICATIONS PEDESTAL
 - RCP = REINFORCED CONCRETE PIPE
 - ⊙ = SEWER CLEAN OUT

ON POINT SURVEYING, PLLC
2110 STATON ROAD
MARSHVILLE, NC 28103
980-328-8500
LICENSE NO: P-0716

A PHYSICAL SURVEY
OF
PID#55067602740000

LOTS 2 OF THE EUGENE JOHNSON HEIRS PROPERTY
#1 TOWNSHIP, CABARRUS COUNTY, NC



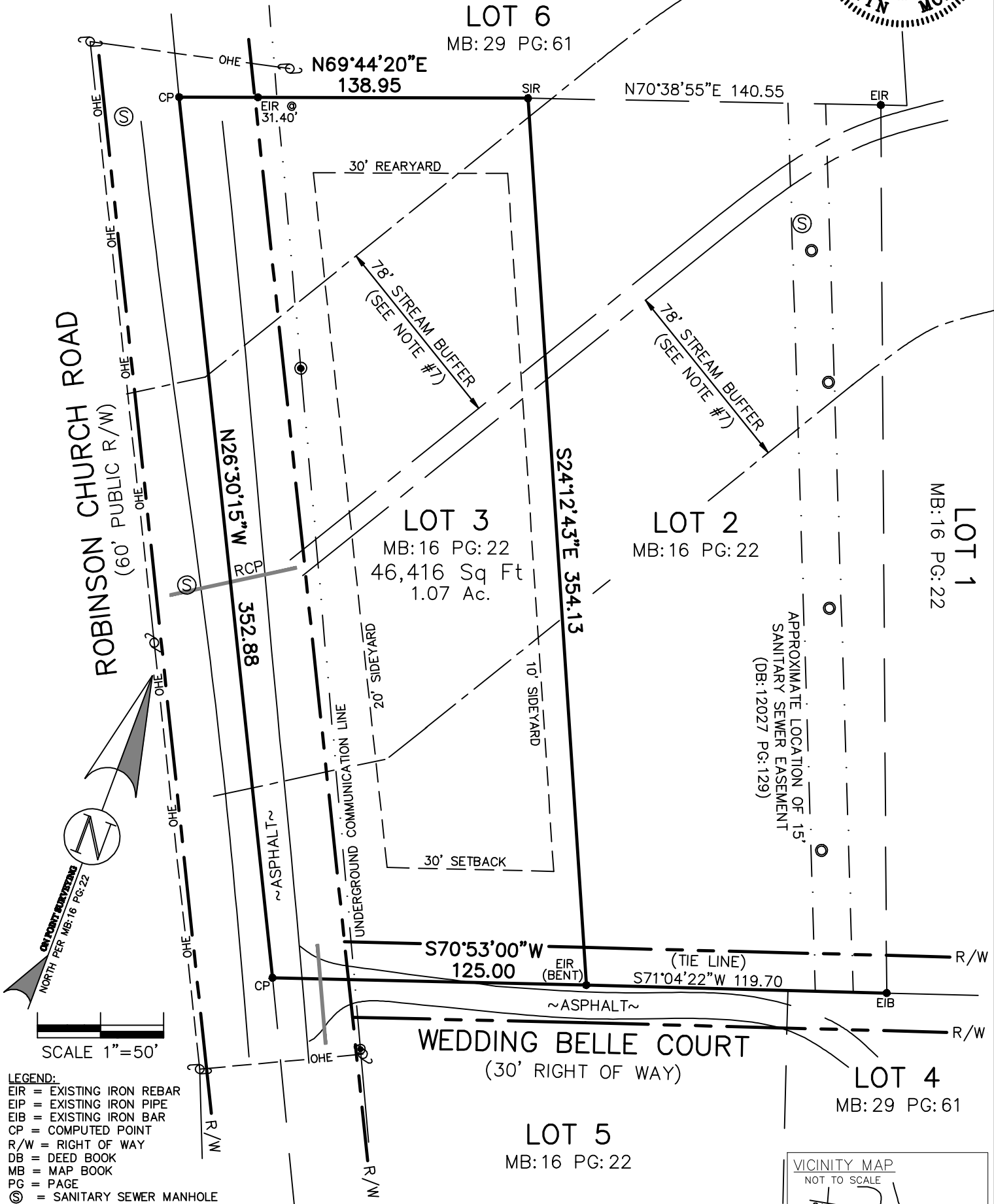
DRAWN BY: JGM FIELDWORK BY: AJC, BG
LDD: ROBINSONCHURCHROAD

THIS IS TO CERTIFY THAT ON THE 31st DAY OF OCTOBER, 2022 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND THE IMPROVEMENTS, IF ANY, ARE AS SHOWN HEREON.

NOTES:

- 1. PARCEL ID#:55066692600000
- 2. DEED RECORDED AT DB:16224 PG:3
MAP RECORDED AT MB:16 PG:22
- 3. AREA COMPUTED BY COORDINATE METHOD.
- 4. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, RIGHTS-OF-WAY, OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN.
- 5. THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE F.E.M.A. AND FEDERAL INSURANCE ADMINISTRATION.
- 6. SETBACKS SHOWN ARE PER CURRENT ZONING OF LDR (CABARRUS COUNTY).
- 7. 78' STREAM BUFFER WAS DERIVED FROM THE FORMULA SPECIFIED IN CHAPTER 4 OF THE CABARRUS COUNTY UDO. 50' PLUS 4 TIMES THE AVERAGE SLOPE OF 7%.

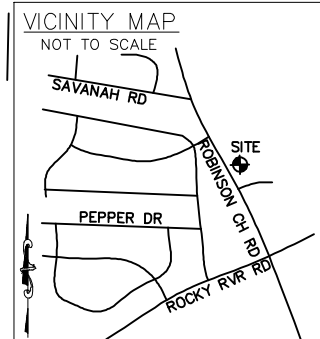
Justin McKeown
JUSTIN MCKEOWN, PLS L-4739



- LEGEND:
- EIR = EXISTING IRON REBAR
 - EIP = EXISTING IRON PIPE
 - EIB = EXISTING IRON BAR
 - CP = COMPUTED POINT
 - R/W = RIGHT OF WAY
 - DB = DEED BOOK
 - MB = MAP BOOK
 - PG = PAGE
 - ⊙ = SANITARY SEWER MANHOLE
 - ⊙ = UTILITY POLE
 - OHE = OVERHEAD ELECTRIC
 - ⊙ = TELECOMMUNICATIONS PEDESTAL
 - RCP = REINFORCED CONCRETE PIPE
 - ⊙ = SEWER CLEAN OUT

ON POINT SURVEYING, PLLC
2110 STATON ROAD
MARSHVILLE, NC 28103
980-328-8500
LICENSE NO: P-0716

A PHYSICAL SURVEY
OF
#8763 ROBINSON CHURCH ROAD
LOT 3 OF THE EUGENE JOHNSON HEIRS PROPERTY
#1 TOWNSHIP, CABARRUS COUNTY, NC



DRAWN BY: JGM FIELDWORK BY: AJC, BG
LDD: ROBINSONCHURCHROAD

Legal Description (Exhibit A)

Tract One:

Lying and being in the Number One (1) Township, Cabarrus County, North Carolina and being Lot Number Two (2) in the Property of Eugene Johnson Heirs, as surveyed and platted by Walter L. Furr, R.L.S., on the 22nd day of July 1976, a copy of which plat is filed in the office of the Register of Deeds for Cabarrus County in Map Book 16, Page 22, to which map book and page reference is hereby made for a complete description thereof as to metes and bounds.

Property address: Lot Two (2), 1.06 acres, Robinson Church Road, Harrisburg, NC 28075.

Real ID #01-024-0061.00, PIN# 55067602740000

Tract Two:

Lying and being in the Number One (1) Township, Cabarrus County, North Carolina and being Lot Number Three (3) in the Property of Eugene Johnson Heirs, as surveyed and platted by Walter L. Furr, R.L.S., on the 22nd day of July 1976, a copy of which plat is filed in the office of the Register of Deeds for Cabarrus County in Map Book 16, Page 22, to which map book and page reference is hereby made for a complete description thereof as to metes and bounds.

Property address: Lot Three (3), 1.06 acres, Robinson Church Road, Harrisburg, NC 28075.

Real ID #01-024-0060.00, PIN# 55066692600000



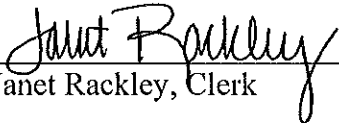
CERTIFICATE OF SUFFICIENCY

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 29th day of March 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 May 8, 2023.

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

Tract One:

Lying and being in the Number One (1) Township, Cabarrus County, North Carolina and being Lot Number Two (2) in the Property of Eugene Johnson Heirs, as surveyed and platted by Walter L. Furr, R.L.S., on the 22nd day of July 1976, a copy of which plat is filed in the office of the Register of Deeds for Cabarrus County in Map Book 16, Page 22, to which map book and page reference is hereby made for a complete description thereof as to metes and bounds.

Property address: Lot Two (2), 1.06 acres, Robinson Church Road, Harrisburg, NC 28075.

Real ID #01-024-0061.00, PIN# 55067602740000

Tract Two:

Lying and being in the Number One (1) Township, Cabarrus County, North Carolina and being Lot Number Three (3) in the Property of Eugene Johnson Heirs, as surveyed and platted by Walter L. Furr, R.L.S., on the 22nd day of July 1976, a copy of which plat is filed in the office of the Register of Deeds for Cabarrus County in Map Book 16, Page 22, to which map book and page reference is hereby made for a complete description thereof as to metes and bounds.

Property address: Lot Three (3), 1.06 acres, Robinson Church Road, Harrisburg, NC 28075.

Real ID #01-024-0060.00, PIN# 55066692600000

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

ORDINANCE #7030
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF HARRISBURG, NORTH CAROLINA

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

WHEREAS, a public hearing on the question of annexation was held at Harrisburg Town Hall, 4100 Main Street, Suite 101, Harrisburg NC at 6:00 p.m. on May 8th, 2023 after due notice; and

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

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

Section 1. By virtue of the authority granted by G. S. 160A-31, the following described contiguous property is hereby annexed into the Town of Harrisburg as of May 8th, 2023:

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

Tract One:

Lying and being in the Number One (1) Township, Cabarrus County, North Carolina and being Lot Number Two (2) in the Property of Eugene Johnson Heirs, as surveyed and platted by Walter L. Furr, R.L.S., on the 22nd day of July 1976, a copy of which plat is filed in the office of the Register of Deeds for Cabarrus County in Map Book 16, Page 22, to which map book and page reference is hereby made for a complete description thereof as to metes and bounds.

Property address: Lot Two (2), 1.06 acres, Robinson Church Road, Harrisburg, NC 28075.

Real ID #01-024-0061.00, PIN# 55067602740000

Tract Two:

Lying and being in the Number One (1) Township, Cabarrus County, North Carolina and being Lot Number Three (3) in the Property of Eugene Johnson Heirs, as surveyed and platted by Walter L. Furr, R.L.S., on the 22nd day of July 1976, a copy of which plat is filed in the office of the Register of Deeds for Cabarrus County in Map Book 16, Page 22, to which map book and page reference is hereby made for a complete description thereof as to metes and bounds.

Property address: Lot Three (3), 1.06 acres, Robinson Church Road, Harrisburg, NC 28075.

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

Section 2. Upon and after 8th day of May, 2023 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Harrisburg and shall be entitled to the same privileges and benefits as other parts of the Town of Harrisburg. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this the 8th day of May 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

VISION

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



HarrisburgNC
CELEBRATING 50 YEARS

STRATEGIC PLAN

MISSION

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

GOALS

The Town of Harrisburg maintains a strong financial position.

The Town of Harrisburg promotes and supports a dynamic and responsive local economy.

The Town of Harrisburg provides safe, well-maintained, and dependable public facilities, systems, and services.

*The Town of Harrisburg communicates its goals, successes, and challenges to the **community** and serves as an advocate for the **community**.*

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

VALUES

Honesty & Trust Commitment Compassion **Community** & Relationships Collaboration Accountability

Current as of May 8, 2023



HarrisburgNC

The right side of opportunity

Rules of Procedure

Harrisburg Planning & Zoning Board

Harrisburg Planning & Zoning Board

1) **Membership of the Board**

The Town Council shall appoint each member of the Board as hereinafter set forth. Members of the Board shall be broadly representative of all areas in and around the Town with an interest in and a willingness to be supportive of the goals of the Board and the Planning Department in all forms.

The Harrisburg Planning & Zoning Advisory Board shall be composed of seven (7) area residents with no less than six (6) of these members to be residents of the Town of Harrisburg and one (1) who may reside in the Town's extraterritorial jurisdiction (ETJ), which shall be appointed by Cabarrus County. After notification to the County of an ETJ member vacancy, they shall have 90 days to appoint an ETJ member to the Board. If the County is not able to do so within 90 days, the Town may then appoint a member to that vacancy from anywhere within the Planning Area, including Town limits. One (1) additional ex-officio, non-voting member shall be on the Board, with a focus and expertise in sustainability. There will be one (1) staff liaison from the Planning Department (either the Planning Director and/or their designee) and one (1) liaison from Town Council, assigned by Mayor in January of each year. There will further be one (1) alternate liaison from Town Council to be assigned by the Mayor in the event the primary Council liaison is not available.

2) **Terms**

Board members shall have two (2) year staggered terms. Terms will begin on July 1. Board members may serve two (2) consecutive two (2) year terms, (four (4) years total), and then may be reappointed after an absence of four (4) years.

Town Council may appoint a replacement Board member to fill any uncompleted term. Appointment processes for these partial terms will follow those described in Section 6. Appointment to an uncompleted term only lasts until the term expires.

3) **Regular Meetings**

At its organizational meeting, the Planning & Zoning Board shall fix the time and place of its regular meetings. The regular meeting schedule may be changed by the Board at any time upon compliance with the notice provisions of the open meetings law as provided in NCGS § 160A-364, and 160A-384.

4) **Special Meetings**

Upon compliance with the notice provisions of the open meetings law, the Chairman, or, in the absence of the Chairman, the Vice Chairman, or four or more members of the Planning & Zoning Board may call a special meeting by causing a written notice stating the business to be transacted and the time and place of such meeting, and signed by the

Rules of Procedure

Harrisburg Planning & Zoning Board

person or persons calling the same, to be delivered in hand to each member or to be left at his usual dwelling or place of business at least 24 hours before the time of such meeting. Only the business stated in the written notice may be transacted at the special meeting so called.

5) **Organizational Meeting**

At the regular meeting in July, upon receiving the report of the nominating committee (if any) of the Planning & Zoning Board, the Board shall elect from its members a Chairman and Vice Chairman for a term of one year.

6) **New Appointments: Procedures**

A call for applications shall be posted on Town's website 90~~60~~ days prior to the vacancy. Applications shall be accepted for 30 days from the posting on the Town website. ~~The Planning and Zoning Board shall create~~ A committee comprising at least one of the Council liaisons and the staff liaison shall review the applications received for the vacant positions. All incumbents wanting to continue serving on the Board shall submit applications. The Town Council may decide to have a committee interview all qualified applicants, including the incumbents, before making the recommendations to Town Council. ~~a 3 member sub-committee to review the applications received for the vacant positions. All incumbents wanting to continue serving on the Board shall submit applications. The sub-committee shall interview all applicants, including the incumbents, before making the recommendations to~~ If held, interviews should be held within 30 days from the last day applications were accepted. The committee recommendations shall be presented to the Town Council no later than the June Council meeting each year, for normal appointments. ~~the full Planning and Zoning Board. In an event of 10 or more applications for the said vacancy, the Review Committee shall review the applications and make determinations on select candidates for the interviews. Upon affirmation from the full Board, such recommendations for appointments shall be presented to the Town Council at their earliest meeting.~~

Example of Normal Appointment Timeline

- April 1 – April 30 – Open period to receive applications for vacancy
- May 1 – May 31 – Interview period, if needed
- June Council meeting – Recommendations to Town Council

7) **Agenda: Procedures**

- I. The Planning & Zoning staff shall prepare the agenda packet for the meeting and distribute a copy of the agenda packet to the Planning & Zoning Board 7 days in advance. The agenda packet shall be available for public inspection when it is distributed to Board members.

Rules of Procedure

Harrisburg Planning & Zoning Board

- II. During its consideration of the agenda, Board members shall confine their discussion and comments to those items that appear on the agenda.
- III. Any matter which is not on the agenda may be discussed upon the completion of the agenda. The Board may not take formal action on any non-agenda matter unless all Board members vote to add the matter to the agenda. A motion to suspend the rules shall not be in order if the purpose of the motion is to suspend the requirement of unanimity necessary to add a non-agenda matter to the agenda.
- IV. The Chairman or any member of the Board may request the staff to place an item on a future agenda by making such a request at a Planning & Zoning Board meeting. Unless a Board member objects, the requested item shall be included. If a Board member has an objection, the item in question shall not be included on a future agenda unless a majority of the Board votes in favor of including the item.
- V. The Planning & Zoning Board may periodically hold policy agenda meetings and workshops to discuss issues of a policy nature and to determine the necessity for further action. Policy agenda meetings and workshops will be considered informal sessions of the Planning & Zoning Board and no formal decisions shall be made at these meetings but a quorum is needed. The Planning & Zoning staff shall prepare an agenda for the meeting and the recorder shall provide minutes of the meeting.

8) Addressing the Planning & Zoning Board

- i) Persons desiring to speak on a non-agenda matter that falls within the purview of the Board may be recognized by the Chairman to speak during the Public Comment section. Persons desiring to speak on an agenda matter may be recognized by the Chairman to speak when the item comes up on the agenda. Each speaker shall identify himself by name and address and limit their comments to **fifteen (15)** ~~three (3)~~ minutes.
- ii) For each agenda item, proponents shall be heard first and shall be provided **fifteen (15)** ~~three (3)~~ minutes each. Opponents shall be heard after the proponents for that particular agenda item and shall be provided **fifteen (15)** ~~three (3)~~ minutes each. The Chairman may limit time for each speaker proportionate to the number of persons who signed up to comment, if more than 30 minutes will be required for both proponents and opponents.

9) Office of the Chairman

The Chairman shall preside at all meetings of the Planning & Zoning Board. In order to address the Board, a member must be recognized by the Chairman. The Chairman is

Rules of Procedure

Harrisburg Planning & Zoning Board

entitled to vote on all matters and shall be considered a member for all purposes, including the determination of whether a quorum is present. In addition to participating as a member, the Chairman shall have the following duties:

- I. To rule motions in or out of order, including any motion patently offered for obstruction or dilatory purposes;
- II. To determine whether a speaker has gone beyond reasonable standards of courtesy in his remarks and to entertain and rule on objections from other members on this ground;
- III. To call a brief recess at any time;
- IV. To adjourn in an emergency, and
- V. To appoint, as needed, special committees from among the members.

10) Office of Vice Chairman

At the organizational meeting, the Planning & Zoning Board shall elect from among its members a Vice Chairman. A Board member who serves as Vice Chairman shall be entitled to vote on all matters and shall be considered a member for all purposes, including the determination of whether a quorum is present. In the Chairman's absence, the Vice Chairman shall preside, and when presiding, shall have the right to vote upon all questions.

11) Quorum

~~A simple majority of appointed members shall constitute a~~ quorum shall be defined as a minimum of four of the seven appointed members. This requirement is in place regardless of whether there are any vacancies on the Board. A member, who leaves a meeting, whether excused or unexcused, shall be counted as present for purposes of determining whether a quorum is present.

12) Attendance

In order for the Board to carry its duties and responsibilities it is necessary for all members to attend the regular meetings. The Town Council may remove members who do not attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

13) Action by the Planning & Zoning Board

Rules of Procedure

Harrisburg Planning & Zoning Board

The Planning & Zoning Board shall proceed by motion, although limited discussion of a matter may be had prior to a motion being made. Any member may make a motion. All motions shall require a second in order to be considered by the Board.

14) One Motion at a Time

A member may make only one motion at a time.

15) Substantive Motion

A substantive motion is out of order while another substantive motion is pending.

16) Adoption by Majority Vote

A motion shall be adopted if it receives affirmative votes from a simple majority of members present.

17) Debate

The chairman shall state the motion and then open the floor to debate on it. The Chairman shall preside over the debate according to the following general principles:

- I. The introducer (the member who makes the motion) is entitled to speak first, and
- II. A member who has not spoken on the issue shall be recognized before someone who has already spoken.

18) Procedural Motions

In addition to substantive motions, the following procedural motions, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption.

- I. To adjourn.
 - (i) The motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter.
- II. To take a recess.
- III. To suspend the rules.
 - (i) The motion requires a vote equal to the number required for a quorum.
- IV. To divide a complex motion and consider it by paragraph.

Rules of Procedure

Harrisburg Planning & Zoning Board

V. To defer consideration.

- (i) A substantive motion whose consideration has been deferred expires one hundred (100) days thereafter unless a motion to revive consideration is adopted.

VI. Call of the previous question.

- (i) The motion is not in order until all members who have indicated a desire to be recognized have had an opportunity to speak once.

VII. To postpone to a certain time or day.

VIII. To refer to a committee.

- (i) Sixty (60) days after a motion has been referred to a committee, the introducer may compel consideration of the measure by the entire Board, whether or not the committee has reported to matter to the Planning & Zoning Board.

IX. To amend.

- (i) An amendment to a motion must be pertinent to the subject matter of the motion, but it may achieve the opposite of the intent of the motion. The amending of a motion is effective only with the consent of the maker and seconder of the original motion. A motion may be amended, and that amendment may be amended, but no further amendments may be made.

X. To revive consideration.

- (i) The motion is in order any time within one hundred (100) days after the day of a vote to defer consideration. A substantive motion on which consideration has been deferred expires one hundred (100) days after the deferral unless a motion to revive consideration is adopted.

XI. To reconsider.

- (i) The motion must be made by a member who voted with the prevailing side, and only at the meeting during which the original vote was taken. The motion cannot interrupt deliberation on a pending matter but is in order at any time before actual adjournment.

Rules of Procedure

Harrisburg Planning & Zoning Board

XII. To rescind or repeal.

XIII. To ratify

XIV. To prevent reconsideration for three (3) months.

- (i) The motion shall be in order immediately following the defeat of a substantive motion and at no other time. To be adopted, the motion requires a vote equal to the number required for a quorum; it is valid for three (3) months.

XV. To substitute.

- (i) A motion to substitute may seek the opposite result of the original motion, but it must be pertinent to the subject matter of the original motion. A substitute motion is voted on prior to taking a vote on the original motion. It shall not be necessary for the Board to vote a second time on the same subject matter if a motion to substitute is approved.

19) Renewal of Motion

A motion that is defeated may be renewed at any later meeting unless a motion to prevent reconsideration has been adopted.

20) Withdrawal of Motion

A motion may be withdrawn by the introducer at any time before a vote. Permission of the members seconding the motion is not required.

21) Duty to Vote

Every member must vote unless excused by the remaining members. A member who wishes to be excused from voting shall so inform the Chairman, who shall take a vote of the remaining members. No member shall be excused from voting except upon matters involving the consideration of his own financial interest or official conduct. In all other cases, a failure to vote by a member who is physically present at the meeting, or who has withdrawn without being excused by a majority vote of the remaining members present shall be recorded as an affirmative vote.

22) Adoption of Motions and Resolutions

The affirmative votes of a simple majority of members present shall be required for the passage of any motion.

Rules of Procedure

Harrisburg Planning & Zoning Board

23) Amendment

The Planning & Zoning Board may amend the Rules of Procedures at any time provided that the amendment is presented at one meeting and action is taken at the next scheduled meeting.

24) Minutes

Minutes of the Planning & Zoning Board meetings shall be kept and shall be opened to the inspection of the public. The results of each vote shall be recorded in the Minutes.

25) Committees of the Planning & Zoning Board

The following rules shall be applicable to the meetings of any standing or ad hoc committee, which may be formed by the Planning & Zoning Board from among its own members:

- I. A quorum shall be required consisting of a majority of the members of the committee.
- II. The chairman of the committee shall have a vote on all matters coming before the committee.
- III. Minutes of committee meetings shall be kept and open to the inspection of the public. The results of each vote shall be recorded in the minutes.

Approved and adopted this 8th day of May, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



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

ARTICLE I - NAME

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

ARTICLE II - CREATION

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

ARTICLE III - PURPOSE AND OBJECTIVES

Section 1. Parks and Recreation Department Mission Statement:

"Dedicated to Making a Great Community"

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

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

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

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

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

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

- Section 3. The Board shall consult with the Parks and Recreation Director regarding maintenance, programs and operations of all Parks and Recreation facilities and offerings. They may request advice on any matter related to Department policies. By reference, the Parks and Recreation Board Policy Statement is incorporated into these Bylaws. The consulting should be in matters affecting recreation policies, programs, staffing, finances, maintenance, the acquisition and disposal of lands and properties related to the total community recreation program and to its long-range, projected program for recreation.
- Section 4. The Board shall assume duties for the recommendation of the following recreation purposes:
- a. Recommend for use as parks, playground, recreation facilities, water areas or other recreations and structure(s), any lands or buildings owned by or leased to the Town of Harrisburg, for approval by the Council, and may suggest improvements of such lands and for the construction and for the equipping and staffing of such buildings and structures as may be necessary to the recreation program within the funds appropriated.
 - b. Advise in the acceptance of any gift, grant, bequest or donation, any personal or real property offered or made available for recreation purposes and which is judged to be of present or possible future use for recreation; any donation to the Town of Harrisburg should be reviewed by the Board for acceptability given the content of these Bylaws and the Parks and Recreation Policy Statement.
- Section 5. The primary purpose of the Board is to strive toward the accomplishment of the purposes herein stated and others as outlined in the Resolution creating the Board and the Town Council Resolution dated October 8, 2001, revising the responsibilities of the Board.
- Section 6. The Board shall serve:
- a. To advise the Town Council, Parks and Recreation Director and Town Manager regarding Parks and Recreation matters
 - b. To inform business and community leaders and the general population about the Board and its functions
 - c. To assist the Parks and Recreation Director in financial planning, identifying resources, and assisting in securing funds from the corporate and private sectors
 - d. To work with the Parks and Recreation staff in planning and developing programs that will fill the recreation needs of Harrisburg.
 - e. To act as a liaison between the Parks and Recreation Department and Town Council
 - f. To review the Board's Bylaws with staff on an annual basis recommending any changes to Town Council for final approval.

- g. To assist the Parks and Recreation Department in planning events and facility usage
- h. To provide relationship management of groups, youth leagues and other organizations interested in using the Parks facilities when requested by the Parks and Recreation department.
- i. To volunteer on an as needed basis with recreational activities.

ARTICLE IV - MEMBERSHIP OF THE BOARD

Section 1. The Town Council shall appoint each member of the Board as hereinafter set forth. Members of the Board shall be broadly representative of all areas in and around the Town with an interest in and a willingness to be supportive of the goals of the Board and the Parks and Recreation Department in all forms.

The Harrisburg Parks and Recreation Advisory Board shall be composed of seven (7) area residents with no less than six (6) of these members to be residents of the Town of Harrisburg and no more than one (1) who may reside outside of Town limits but within the Town's Planning Area. One (1) additional ex-officio, non-voting member shall be on the Board, with a focus and expertise in sustainability. There will be one (1) staff liaison from the Parks and Recreation Department (either the Parks and Recreation Director or their designee) and one (1) liaison from Town Council, assigned by Mayor in January of each year. There will further be one (1) alternate liaison from Town Council to be assigned by the Mayor in the event the primary Council liaison is not available.

~~The Town Council shall appoint each member of the Board as hereinafter set forth. Members of the Board shall be broadly representative of all areas in and around the Town with an interest in and a willingness to be supportive of the goals of the Board and the Parks and Recreation Department in all forms. The Parks and Recreation Advisory Board shall be composed of seven (7) area residents with no less than five (5) of these members to be residents of the Town of Harrisburg and two (2) who may reside in the Town's extraterritorial jurisdiction (ETJ). Two (2) additional ex-officio, non-voting members shall be on the Board, one (1) from the Parks and Recreation Department (either the Parks and Recreation Director and/or his/her designee) and one (1) from Town Council, appointed by Council. At the discretion of the Mayor and Council, up to three (3) Council Members may attend a meeting. Council Liaisons will follow a two (2) year rotation, coinciding with the election cycle.~~

Section 2. Board members shall have two (2) year staggered terms. Terms will begin on July 1 and end on June 30. Board members may serve two (2) consecutive two (2) year terms, (four (4) years total), and then may be reappointed after an absence of four (4) years.

~~Board members shall have two (2) year staggered terms. Terms will begin when members are appointed to the Board. Council Liaisons will have two (2) year rotations, coinciding with election cycles. Reappointments take place in the January subsequent to the election.~~

~~Section 3. Board members may serve four (4) consecutive two (2) year terms, (eight (8) years total), and then may be reappointed after an absence of one (1) year. Two members serving the initial one (1) year terms may serve three (3) consecutive terms, (seven (7) years total), and then may be reappointed after an absence of one (1) year.~~

Section 3. Members shall be reimbursed for travel and subsistence to professional recreation meetings, conferences and workshops, with such reimbursement being made in compliance with the general policies of the Board.

ARTICLE V - APPOINTMENT OF THE BOARD

Section 1. Any resident of the Town of Harrisburg, including residents in the Town's ~~extraterritorial jurisdiction~~ Planning Area, is eligible for appointment to the Board.

Section 2. The Harrisburg Town Council shall appoint all members of the Board from the list of applicants who have applied. Interviews may be conducted of applicants as directed by Town Council. ~~nominees submitted by nominations from the members of the Board or from individually nominating members.~~

Section 3. Appointment of Board members shall follow the procedures outlined in Article IX, Section 1 ~~take place at the regular meeting of the Town Council one month prior to the organizational meeting (Article VI, Section 3) of the Board or at such times as the Town Council may desire.~~

Section 4. Subsequent members shall be appointed for a two (2) year term. Members may be replaced with or without cause and serve at the pleasure of the Town Council.

Section 5. Any member may resign from the Board by submitting a written resignation to the Chair of the Board for transmittal to the Town Council. In the case of the Chair, the resignation should be presented to Town Council.

Section 6. Town Council may appoint a replacement Board member to fill any uncompleted term. Appointment processes for these partial terms will follow those described in Article IX, Section 1. Appointment to an uncompleted term only lasts until the term expires.

~~The Harrisburg Town Council may appoint a replacement Board member to fill any uncompleted term or any vacancy created from the list of nominees submitted from the members of the Board or from individually nominating members.~~

- Section 7. No member shall be related to any Town employee. No member, directly or indirectly, individually or through any entity, shall contract with or provide Parks and Recreation services for compensation, or, benefit through any activity which is a conflict of interest due to serving on the Board.

ARTICLE VI - MEETINGS

- Section 1. Special meetings of the Board as needed shall be determined by the Harrisburg Parks and Recreation Director. Regular meetings of the Board will be held monthly on the 3rd Monday of the month, excluding the month of December. Such meetings shall be advertised and conducted in accordance with the State of North Carolina's Open Meetings Law.
- Section 2. The Harrisburg Parks and Recreation Director will create the suggested agenda with input from the Harrisburg Parks and Recreation Board members and Chair. The agenda shall include the time, date and location of the meeting and the following:
- a. Invocation
 - b. Pledge of Allegiance
 - c. Roll Call
 - d. Agenda Review/Adjustments
 - e. Minutes/Approval of Minutes from previous meeting
 - f. Public Comment
 - g. Old Business
 - h. New Business
 - i. Town Council Liaison Report/Update
 - j. Parks and Recreation Staff Liaison Report/Update
 - k. Committee Comments
 - l. Adjournment
- Section 3. An organizational meeting shall be held during the month of ~~July~~ February for the purpose of organizing the Board for the coming year and for the purpose of electing officers ~~and establishing reappointed Council Liaison(s).~~
- Section 4. Except as otherwise provided in these Bylaws, Roberts Rules of Order, Newly Revised, shall be used as a guide to the conduct of the meetings of the Board provided however, that the failure of the Board to conform to the Rules of Order shall not be deemed to invalidate the action taken.
- Section 5. A quorum shall be defined as a minimum of four of the seven appointed members. This requirement is in place regardless of whether there are any vacancies on the Board ~~.A quorum of the Board, which is four (4) voting members, must be in attendance before any official action can take place.~~ If there is no quorum at the

opening of the meeting it may be adjourned by a majority of the members present. *A member, who leaves a meeting, whether excused or unexcused, shall be counted as present for purposes of determining whether a quorum is present.*

- Section 6. All meetings of the Board shall be open to the public, and notices to the media and the public shall be given in accordance with the Open Meetings Law of the State of North Carolina.
- Section 7. It is the duty of each member to vote, unless excused by a majority vote of the Board as in the instance of conflict of interest or other legitimate reason. A member wishing to be excused from voting shall so inform the Chair who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as having voted in the affirmative. This section in no way mitigates the quorum requirement for any official action.
- Section 8. Attendance is mandatory and each member should make every effort to attend all meetings. In the event a member is unable to attend, prior notice should be provided to the Director of Parks and Recreation and to the Board Chair. *The Town Council may remove members who do not attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings. ~~Unexcused absences will be counted as part of the three (3) allotted absences per year.~~* Members should attend meetings and be active and engaged. In addition to attending regularly scheduled meetings, members are required to volunteer with Parks and Recreation events or programs a minimum of ten (10) hours annually.

ARTICLE VII - OFFICERS

- Section 1. Officers of the Board shall consist of a Chair, Vice-Chair and a Secretary.
- Section 2. The officers shall be elected at the ~~February~~July meeting. At that time the Board shall elect a candidate for each of the 3 positions. For each position, the person receiving the highest number of votes shall be declared elected. In the event of a tie, for whatever reason, the Town Council shall select the individual(s) for the officer position(s).
- Section 3. Officers shall serve for a term of one (1) year beginning at the close of the meeting at which they were elected.
- Section 4. The Chair shall fill an officer vacancy, or, if the Chair is vacant, the Vice-Chair will fill the vacancy for a time period not to exceed the original term of office.

- Section 5. The Chair shall preside over all meetings of the Board and shall sign all official papers or documents relative to action taken by the Board as well as oversee the officer selection process and any other functional internal activities of the Board.
- Section 6. The Vice-Chair shall assume all duties of the Chair in the absence of the Chair.
- Section 7. The Secretary of the Board shall keep the official records of all meetings and shall notify members of their appointments and conduct such correspondence as the Board designates.

ARTICLE VIII - COMMITTEES

- Section 1. Standing Committee members may be appointed by the Chair at the regular meeting following the organizational meeting each year and at other times as necessary.
- Section 2. Special Committee members may be appointed by the Chair any time deemed necessary and desirable during any regular or special meeting of the Board. Any Special Committee so established shall continue to exist until the duties for which it was created are completed or until dissolved by the Board.
- Section 3. In the absence of formal committees, the following functions are the responsibility of the Board:
- a. Selection of business items to go before the Board may be suggested by any member.
 - b. Board members are encouraged to nominate candidates for Board positions, especially to recruit a replacement when a Board member steps down before the end of a current term.
 - c. Planning should be developed and documented to anticipate the future needs of the Parks and any related activities.
 - d. Parks programs should also be reviewed to consider implementation of Parks policies and procedures, scheduling of large or recurring events and to make recommendations regarding programs and any related matters.

ARTICLE IX – NEW APPOINTMENTS, VACANCY AND REMOVAL

- Section 1. A call for applications shall be posted on Town website 90 days prior to the vacancy. Applications shall be accepted for 30 days from the posting on the Town website. A committee comprising at least one of the Council liaisons and the staff liaison, shall review the applications received for the vacant positions. All incumbents wanting to continue serving on the Board shall submit applications. The Town Council may decide to have a committee conduct interviews of all qualified applicants, including the incumbents, and make recommendations to the full Town Council for appointment. If Interviews are held, they should be held within 30 days from the last day applications were accepted. The committee

recommendations shall be presented to the Town Council no later than the June Council meeting each year, for normal appointments. If the Town Council decides it is in the best interest of the Town to fill a vacancy with expediency, they reserve the right to skip any and all steps to make such appointments.

Example of Normal Appointment Timeline

- April 1 – April 30 – Open period to receive applications for vacancy
- May 1 – May 31 – Interview period, if needed
- June Council meeting – Recommendations to Town Council

~~Appointments of the Board occur annually and are made in January by Town Council. Applications to the Board will be posted thirty (30) days prior to the annual January appointment proceedings. Incumbent members who wish to serve additional terms must complete an application as well. An interview panel shall be made in the form of a sub-committee appointed by the Chair and shall consist of three (3) members who are not up for re-appointment. The sub-committee shall make determinations before making recommendations to the entire Parks and Recreation Board. The Parks and Recreation Board shall submit its notification and recommendations to the Town Council for final appointment.~~

Section 2. In the event a vacancy occurs in the membership of the Board, ~~the remaining Board members shall review, interview, and consider possible candidates to fill the vacancy in keeping with~~ the appointment policy as described in Section 1, above, shall be followed ~~of the Board and Town Council.~~

Section 3. The Board may formally recommend to the Town Council that a Board member be removed for either of the reasons that follow. The Board member may request to be heard in a session at which a quorum is present concerning the reasons. Minutes of the hearing and any related meeting must be forwarded to the Town Council.

- a. Upon the third absence from regular meetings that occurs without prior notification to the Chair.
- b. Acts which are, in the opinion of the Board, detrimental or a disservice to the best interests of the Board, the Community or Town facilities.

ARTICLE XI – ETHICS AND BEHAVIOR

- a. All members are duty bound to:
 - i. Uphold the by-laws of the Board, Ordinances and Policies of the Town of Harrisburg
 - ii. Fully comply with all applicable local, state, federal statutes regarding disclosure of assets, open meeting practices, and other ethics-based requirements.
 - iii. Act in good faith and conscience using professional expertise, personal experience and common sense based upon the best available

information, observation, and testimony and within established legal limits and authority.

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

ARTICLE X - MISCELLANEOUS

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

Approved and adopted this 8th day of May, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



By-Laws & Rules of Procedure
Harrisburg Arts, Culture & Heritage Committee

ARTICLE I – PURPOSE

Established as a sub-committee of the Harrisburg Parks & Recreation Advisory Board, the Harrisburg Arts, Culture & Heritage Committee (ACH Committee) promotes, supports and expands the Arts, Culture & Heritage as an integral aspect of the life for all citizens in the Harrisburg area. The Committee advises the Town of policy and program development, oversees and pursues grants and public art programs, advocates for Arts, Culture & Heritage, and acts as a liaison between the Arts, Culture & Heritage community and the Town. Arts, Culture & Heritage Committee members are appointed by the Town Council.

ARTICLE II – OFFICE

The principal location and office of the Committee shall be located in the Town of Harrisburg

ARTICLE III – COMMISSION

Section 1. Membership:

The Town Council shall appoint each member of the Committee as hereinafter set forth. Members of the Committee shall be broadly representative of all areas in and around the Town with an interest in and a willingness to be supportive of the goals of the Committee and the Parks and Recreation Department in all forms.

The Harrisburg Arts, Culture and Heritage Committee shall be composed of seven (7) area residents with no less than six (6) of these members to be residents of the Town of Harrisburg and no more than one (1) who may reside outside of Town limits but within the Town's Planning Area. One (1) additional ex-officio, non-voting member shall be on the Board, with a focus and expertise in sustainability. There will be one (1) staff liaison from the Parks and Recreation Department (either the Parks and Recreation Director or their designee) and one (1) liaison from Town Council, assigned by Mayor in January of each year. There will further be one (1) alternate liaison from Town Council to be assigned by the Mayor in the event the primary Council liaison is not available.

Section 2. Selection and Term

a. Committee members shall have two (2) year staggered terms. Terms will begin on July 1 and end on June 30. Board members may serve two (2) consecutive two (2) year terms, (four (4) years total), and then may be reappointed after an absence of four (4) years.

~~Members of the Committee shall be appointed by the Harrisburg Town Council for a term of two (2) years. Applications to serve on the Committee are available on the Towns website or upon request from Harrisburg Parks & Recreation. Terms will run a calendar year of January through December. The inaugural year of the Committee shall contain two members whom serve a term of one (1) year in order to establish an effective staggered rotation of the Committee members.~~

b. A call for applications shall be posted on the Town website 90 days prior to the vacancy. Applications shall be accepted for 30 days from the posting on the Town website. A committee comprising at least one of the Council liaisons and the staff liaison shall review the applications received for the vacant positions. All incumbents wanting to continue serving on the Board shall submit applications. The Town Council may decide to have the committee interview all qualified applicants, including the incumbents, and make the recommendations to Town Council. If held, interviews should be held within 30 days from the last day applications were accepted. The committee recommendations shall be presented to the Town Council no later than the June Council meeting each year, for normal appointments. If Town Council decides it is in the best interest of the Town to fill a vacancy with expediency, they reserve the right to skip any and all steps to make such appointments.

Example of Normal Appointment Timeline

- April 1 – April 30 – Open period to receive applications for vacancy
- May 1 – May 31 – Interview period, if needed
- June Council meeting – Recommendations to Town Council

c. The organization meeting will be held in ~~July~~January of each year. ~~At this meeting expiring Committee members will be considered for reappointment and new members will be recommended to Town Council.~~

~~c. Members of the Committee shall be appointed to no more than four (4) consecutive terms and shall be eligible for reappointment after an absence of one (1) year.~~

Section 3. Parliamentary Authority

All matters shall be decided by a simple majority vote.

Section 4. Number of Terms Served

Committee members may serve two (2) consecutive two (2) year terms, (four (4) years total), and then may be reappointed after an absence of four (4) years. ~~Committee members may serve four (4) consecutive two (2) year terms, eight (8) years total) and then may be reappointed after an absence of one (1) year. Two members serving the initial one (1) year terms may serve three (3) consecutive terms, eight (8) years total) and then may be reappointed after an absence of one (1) year.~~

Section 5. Attendance

Meetings are held monthly, on the first (1st) Monday. Attendance is mandatory with an understanding that the Town Council may remove members who do not attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Section 6. Vacancies

Town Council may appoint a replacement Board member to fill any uncompleted term. Appointment processes for these partial terms will follow those described in Article IX, Section 1. Appointment to an uncompleted term only lasts until the term expires. ~~For the purpose of filling vacancies, the Committee may submit names with applications for each Committee vacancy to Town Council. Town Council may appoint Committee Members from the recommended list or from applications made directly to the Town Council.~~

Section 7. Resignation/Termination

Any Committee member may resign at any time by submitting written notice of such resignation to the Chair of the Committee. A person appointed in place of the Committee Member who resigned shall serve the remainder of that term. A Committee Member may be terminated by a recommendation to the Harrisburg Town Council and a vote of the Council to terminate the Committee Member.

ARTICLE IV: OFFICERS

Section 1. Designation and Number

The officers of the Committee shall be the Chair, the Vice-Chair, and the Recording Secretary. Other officers may be elected if the majority of the Committee determines it to be necessary or desirable for the efficient administration of the Committee.

Section 2. Legal Counsel

Any items put forth by the Committee requiring legal counsel or guidance should be administered through the Parks and Recreation Director for the utilization of the Town Attorney.

Section 3. Election/Approval of Officers and Terms of Office

- a. Officers shall be elected by the Committee

- b. Each Officer shall be elected for a one (1) year term
- c. Each Officer of the Committee shall be eligible to serve for two (2) consecutive terms and be eligible for re-election after an absence (from Office) of one (1) year.
- d. Election of officers will take place at the ~~February~~July Committee meeting.

Section 4. Special Appointment of Officers

An officer may be appointed by simple majority of the Committee to fill a vacancy or to serve a shortened term. This may be done at any time during the year with an expiration date of the appointment(s) so made coinciding with the Committee calendar year (Jan 1-Dec 31).

Section 5. Resignation or Termination of Officers

An officer may resign at any time by submitting written notice of such resignation to the Committee. An officer may be removed from office for any reason by a 2/3 vote of the remaining Committee Members at a regular meeting, or a special meeting called for that purpose.

Section 6. Duties

- a. The Chair of the Committee shall preside at all full Committee meetings, shall sign all documents requiring an official signature on behalf of the Committee, including its annual report to the Harrisburg Town Council. The Chair shall ensure that the transaction of all Committee business is in accord with any applicable law, these by-laws, and the conflict of interest statement identified in Article IX. The Chair shall recommend, with the Committee's approval, Chairs and Committee Members to serve on the various standing and special Committees of the Arts, Culture and Heritage Committee. No pronouncements made by the Chair as spokesperson or representative of the Committee shall obligate or commit the Committee except as provided in these by-laws or as otherwise specifically authorized by the Committee.
- b. The Vice-Chair shall act in the absence of the Chair to conduct meetings or otherwise perform such duties as may be delegated by the Chair of the Committee.
- c. The Recording Secretary of the Committee shall be responsible for taking minutes during Committee meetings. All Committee records and minutes shall be provided to the Parks and Recreation Director or his/her designee and made public via the Town of Harrisburg website. Minutes and records shall be open to inspection by the public at reasonable times. All copies of minutes and records will be maintained within the Towns data base and records.
- d. The Immediate Past-Chair of the Committee shall be the Advisor and holds this position for a term of one year.

ARTICLE V: SUB/ADHOC-COMMITTEES

The Chair shall create such standing and ad-hoc committees as may be required to conduct the business of the Committee. The Chair of the Committee shall appoint at least two (2) Members to each committee. These appointees may include non-voting community members who are not

Committee Members as long as there are at least two (2) Committee Members on the Committee, one of which shall be the Committee Chair. Sub/Ad-hoc committees are not required of the Committee and the Committee may perform all such tasks as the ACH Committee exclusively.

Section 1. Standing Committees: The following shall be examples of types of standing committees of the Arts, Culture & Heritage Committee (but may not reflect all types of relevant committees):

- (1) Public Art.** A committee in this capacity would be made up of at least two (2) voting ACH Committee members with up to three community members. This committee would be charged with developing Town public art by: finding and securing locations for public art display, determining scope and natures of work, arranging contacts and projects with artists and locating funding.
- (2) Grants.** A committee in this capacity would be made up of at least two (2) voting ACH Committee members, one of which should be the Chair with up to three community members. This committee would be charged with locating and securing grants and reviewing grants from the ACH Committee.
- (3) Events.** A committee in this capacity would be made up of at least two (2) voting ACH Committee members with up to three community members. This committee would be charged with working directly with the Recreation Programs Manager of the Parks and Recreation Department or Parks and Recreation Director. This committee would be charged with helping with volunteer recruitment, sponsorship, promotions, attracting other events and other details as set forth by the Parks and Recreation Department. This committee may also serve in the capacity of assisting with other special events and interests requested by the community or Council but not sponsored by the Town of Harrisburg. Some events may be free standing with only counsel support or they may be Town sponsored.

ARTICLE VI: REPORTING

The Committee shall make an annual report of its activities to the Harrisburg Parks and Recreation Advisory Board the Month of ~~February~~July. This report shall be shared with Town Council through regularly scheduled Council meetings by the Parks and Recreation Director.

ARTICLE VII: MEETINGS OF THE ACH COMMITTEE

Section 1. Pubic Meetings

All meetings and business of the Committee shall comply with requirements of the Town of Harrisburg Code of Ordinances and North Carolina Open and Public Meetings Law.

Section 2. Regular Meetings

Regular meetings of the Committee shall be held monthly (unless waived by the majority of the Committee).

Section 3. Special Meetings

Upon the call of the Chair or any Two (2) Committee Members or a vote of the Committee, other meetings of the full Committee may be held upon notice by letter, telephone, e-mail, or in person, sent at least forty-eight (48) hours before such a meeting to each Committee Member. All notices shall be in compliance with North Carolina Law.

Section 4. Quorum

A quorum shall be defined as a minimum of four of the seven appointed members. This requirement is in place regardless of whether there are any vacancies on the Committee. If there is no quorum at the opening of the meeting it may be adjourned by a majority of the members present. A member, who leaves a meeting, whether excused or unexcused, shall be counted as present for purposes of determining whether a quorum is present. ~~Three (3) Committee Members shall constitute a quorum for the transaction of business at Committee meetings.~~

Section 5. Formal Action

Every act done, or decision made by a majority of the Committee Members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Committee.

Section 6. Agenda:

- An agenda for each meeting of the Committee shall be prepared by Parks and Recreation Director and/or his/her designee with the cooperation and input of the Chair.
- The agenda shall contain a brief title or description of each item of business to be discussed and/or acted upon.
- The agenda shall include the time, date and location of the meeting and the following:
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Roll Call
 - d. Agenda Review/Adjustments
 - e. Minutes/Approval of Minutes from previous meeting
 - f. Public Comment
 - g. Old Business
 - h. New Business
 - i. Town Council Liaison Report/Update
 - j. Town Staff Liaison Report/Update
 - k. Committee Comments
 - l. Adjournment
- A copy of the agenda shall be delivered to the members of the Committee and posted on the Town of Harrisburg Website for a period of at least 72 hours prior to the time set for holding a regular meeting and at least 48 hours prior to the time set for holding and special meeting of the Committee.

Section 7. Conduct of the Meeting

All meetings shall be open to the public, participation in discussions by members of the public should occur in accordance to the meeting agenda listed as "Public Comment" or at the discretion of the Chair of the meeting with a simple majority vote of the Committee. The agenda shall be followed to the extent possible, but other matters may be considered with a simple majority vote of the Committee. All members are required to give undivided attention to all meetings and refrain from any side-bar conversation or banter. The Chair is responsible for maintaining conduct in all meetings.

Section 8. Public Appearances and Requests

Any Harrisburg resident or organization shall be entitled to request to appear before the Committee. Such requests must be made in writing, by telephone, or by email and shall be delivered to the Committee Chair at least seven (7) working days prior to the meeting of the Committee. The communication shall include all relevant facts concerning the personal appearance or request. Each Committee meeting will have time set aside for public comment.

Section 9. Records

Minutes and records of the business conducted at all meetings of the Committee shall be kept and shall be open for public inspection. The Minutes and records of each meeting shall be subject to approval by the Committee and shall be signed by an officer of the Committee, usually the Secretary. The Minutes shall be forwarded to each Committee Member prior to the next subsequent meeting for approval and action at such subsequent meeting. All minutes and agendas will be maintained and made available on the Town of Harrisburg website.

Section 10. General Meeting Conduct

- a. All meetings shall be conducted in a courteous, professional, and efficient manner and all persons in attendance shall comport themselves in a manner befitting the proceedings.
- b. Speaking without the Chairs permission or speaking out of turn in the course of a discussion is not acceptable and may be ruled out of order.
- c. Obscene language or gestures, excessively loud tones, personal attacks, or any other threatening speech or actions are not acceptable and shall be ruled out of order.
- d. Repetitive or unduly argumentative testimony or discussion is not acceptable and may be ruled out of order.

Section 11. Rules of Order

Except as otherwise provided in these Bylaws, "Roberts Rules of Order, Newly Revised", shall be used as a guide to the conduct of the meetings of the Committee provided, however, that the failure of the Committee to conform to said Rules of Order shall not, in any instance, be deemed to invalidate the action taken.

ARTICLE VII: COMPENSATION

No Committee member or member of its Sub-Committees shall receive compensation for services rendered as a Committee or Committee Member; but by resolution of the Committee may be reimbursed for expenses associated with their duties.

ARTICLE IX: CONFLICT OF INTEREST

No members of the Committee shall be related in any form.

ARTICLE X: ETHICS

Section 1. All members are duty bound to:

- Uphold the by-laws of the Committee, Ordinances and Policies of the Town of Harrisburg
- Fully comply with all applicable local, state, federal statutes regarding disclosure of assets, open meeting practices, and other ethics based requirements.
- Act in good faith and conscience using professional expertise, personal experience and common sense based upon the best available information, observation, and testimony and within established legal limits and authority.

Section 2. Ex-parte communications are discouraged and if such communications occur, the communication must be disclosed by the Committee member(s).

Section 3. All members shall act respectful and courteous to all other members and guests, following the golden rule; treat others the same as you would like to be treated.

Section 4. All members shall refrain from using any personal electronic devices during any public meeting of the Committee, except those devices utilized for the express purpose of being used during such public meetings.

Approved and adopted this 8th day of May, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Adoption of Operating Agreement with YMCA for New Harrisburg YMCA in Harrisburg Park.

Presenting Personnel:

Robert Donham, Town Manager, Lee Connor, Deputy Town Manager

Suggested Motion or Action:

If approved:

Motion to adopt the attached Operating Agreement between the Town of Harrisburg and YMCA regarding the new Harrisburg YMCA in Harrisburg Park.

Description/Background:

In October 2018, the Town and Cannon Memorial YMCA entered into a Memorandum of Understanding to work jointly with the Harrisburg YMCA to relocate within Harrisburg Park. This was to include approximately 3,500 square feet of space for the Parks and Recreation offices and two full-court gymnasiums which the Town would have access to for youth and adult sports programs.

Over the course of the next four years, Town staff have worked with the YMCA to design a facility and the relating operating agreement. Since 2018, the Town has decided an alternative location for Parks and Recreation offices, so those have been removed from the YMCA project. Also, due to costs, the two full size gymnasiums have been reduced in size. See below for a summary of some significant points in the operating agreement:

- The YMCA will be responsible for the construction of the Facility, including but not limited to the building, parking lot, lighting, irrigation, landscaping, access road(s), sidewalks, curb and gutter, and monument sign.
- The Town will have first rights of access to YMCA gymnasiums for youth sports, at no cost.
- The Town will have access to multipurpose space for programs and meetings at no cost.
- The YMCA will not compete with the Town for youth and adult athletics and the Town will not compete with the YMCA for programs such as summer day camp and after school programs.
- The YMCA will extend to residents and employees of the Town membership discounts.
- Town will provide up to \$4.815M in cash, donation of land, assumption of related TIA offsite improvements and waived fees associated with the design and construction of the facility.

Recommendation:

Staff recommends approval of the attached operating agreement.

Fiscal Impact:

The Town will make a total contribution of \$4,815,000. This is to be made up of:

- Donated land - \$736,000
- Offsite TIA improvements - \$815,000
- Fees waived - \$91,000
- Cash contribution - \$3,173,000

The cash contribution will be made in milestones:

- Milestone 1 - Ground breaking - 25%
- Milestone 2 - Utility infrastructure acceptance and offsite improvements - 50%
- Milestone 3 - Final completion (c/o) - remainder

Attachments:

1. 2018 YMCA Memorandum of Understanding
2. YMCA - Harrisburg Operating Agreement

Memorandum of Understanding

This memorandum of understanding is made and entered into this 8th day of October, 2018, by and between the Cannon Memorial YMCA (“YMCA”) and The Town (“Town”) of Harrisburg, NC.

Now, therefore, the parties direct their staff to further consider and develop proposals consistent with the terms hereof.

Section I Recitals

1.

Town is charged with the responsibility of providing public facilities for the purpose of leisure time, recreational activities, health enrichment, and education for general public wellness and fitness.

2.

YMCA is a not-for-profit organization dedicated to building self-esteem, enriching body, mind, and spirit for persons of all ages and economic levels and addresses community needs through wellness, leadership, and family strengthening activities. YMCA, along with its national YMCA of the USA affiliation, has unique expertise in operating multi-generational recreational, educational, and cultural facilities that significantly enhance the quality of life in the Harrisburg community.

3.

Town and YMCA share a common mission to provide recreational, educational, and cultural activities that enrich our community. Town and YMCA both wish to increase their offerings of activities to best meet the emerging needs of Harrisburg residents today and in the decades to come. A proposed multipurpose YMCA facility located in the Harrisburg Park (Park) will allow a cost-effective way through a cooperative operating partnership between Town and YMCA, to achieve their current missions.

4.

The relocation of YMCA to the Park provides significant value to Town in the following ways:

- a. YMCA facilities around the country have demonstrated that they are able to develop, manage and operate these types of facilities and activities at a much lower cost structure than those faced by cities. Because YMCA is self-sufficient, Town will not be burdened by annual budgetary expenditures it would otherwise pay if Town built

and managed the facilities itself. Consequently, Town's parks and recreation budget can focus on developing other opportunities to meeting the needs of the community.

- b. Locating the YMCA at the Park will serve as a catalyst for Park development and the realization of the adopted master plan for the Park. It will bring hundreds of members, guests and visitors to the park on a daily basis and also serve as a gathering place for Town and Park's special events.
- c. Vacating the current YMCA site will allow Town to develop the 2nd floor of Town Hall for offices and meeting space
- d. YMCA will not compete over sports programs
- e. Town will have Parks & Recreation Department offices and access to other spaces and facilities in the new YMCA for the purpose of conducting Town programs.
- f. Residents of Town who pay annual real property taxes will be extended a membership discount, not customarily offered to other YMCA members, for access to YMCA membership and programs.
- g. Scholarships of up to 75% of usual cost of facility and program memberships will be extended to any resident of Town, based on financial need. Such financial aid may be in addition to taxpayer discounts at sole discretion of YMCA.

5.

The relocation of the YMCA to Harrisburg Park provides significant value to the YMCA as follows:

- a. The Harrisburg Park location is centrally located in the Town of Harrisburg, providing greater opportunity for the YMCA to serve a larger membership base.
- b. YMCA will have use of green space and park shelters, equipment and for summer day camp and after school programs.
- c. The costs of locating at Harrisburg Park are less than if YMCA were required to purchase or lease appropriately zoned land in other parts of the Town for its facility.
- d. Town also intends to contribute funds to the building project.
- e. Town will not compete over camp, afterschool and aquatic programming.

Section II Non-binding Agreement

This memorandum sets forth, in general terms, the willingness of the parties hereto to enter into binding agreements concerning the relocation of the Harrisburg YMCA facility from its present location in Town Center to a site in the present Harrisburg Park. Nothing in this memorandum binds either party to a final outcome or decision. Notwithstanding the non-binding nature of this memorandum, both parties direct the respective staffs to continue to work together cooperatively toward the goals and objectives set forth herein.

Section III Build New Facilities

Town will sell land to the YMCA for the construction of a new YMCA building. YMCA will be responsible for financing and constructing the building, including 3,500 square feet for Parks and Recreation Offices. Town will provide grounds, parking lot and building exterior maintenance unless otherwise provided in final operating agreement.

YMCA building design work, elevation sketches and working drawings will be provided through YMCA's existing agreement with Morris-Berg Architects. Final approval of building design and building plans will be subject to approval by Town Manager and Town's architect.

Section IV Construction of Gymnasium

Within its new facility, YMCA will build 2 full-court gymnasiums. The specifications for the gymnasium shall be agreed up by YMCA and Town during the facility design phase.

Town will have access to the gymnasiums for youth and adult sport programs, community programs and events, as agreed upon. YMCA will agree to not run basketball programs that conflict with Town basketball programs. YMCA will have access to the gymnasiums at all other times.

Section V City Improvements for Mutual Benefit of YMCA and City

Town shall design and construct, at Town expense, public facilities required of the project. These facilities may include parking lots, irrigation systems, landscaping systems, and other improvements required of the project. These improvements will be more specifically described in the final operating agreement.

Section VI Town Access to Ancillary Facilities

Whenever Town is utilizing the gymnasium, it shall correspondingly be entitled to utilize the shower, locker, restroom, and common facilities at the YMCA for the convenience of Town patrons engaged in activities at the gymnasium

Section VII Shared Maintenance Expenses

Town and YMCA shall proportionately share maintenance and custodial expenses. YMCA will maintain the inside of the building, while the Town will maintain all exterior features. Town and YMCA will agree on a process for larger items, additions and renovations in the final operating agreement.

Section IX YMCA Tax Status

The YMCA is an Internal Revenue Code §501(c)(3) non-profit corporation duly registered with the North Carolina Secretary of State. YMCA retains its §501(c)(3) status because it is a non-profit, values driven organization, with the primary goal of helping people of all ages grow in spirit, mind and body. YMCA mission encourages the development of the core values of honesty, caring respect, and responsibility within its corporate culture. Town and YMCA shall work together to ensure that any partnership between Town and YMCA does not in any way jeopardize the YMCA's §501(c)(3) status.

Funds donated to the YMCA are for the express purpose and use of the YMCA in accordance to its §501(c)(3) status and cannot be utilized towards Town-sponsored programs and activities.

Section X YMCA Open to Public Access.

The YMCA shall remain open to all people of the community regardless of faith, gender, age, national origin, economic status or ability. The YMCA and Town will define access to residents in the final operating agreement.

Section XI Operating Agreement

Before agreeing upon final documentation to complete this transaction, an Operating Agreement will be developed between the parties which shall govern the day-to-day operation of the shared facilities. The Operating Agreement will set forth mechanisms by which the parties may share facilities located at the new YMCA building and Harrisburg Park. The Operating Agreement shall identify how the parties will account for the value of exchanged or shared facilities and shall provide a mechanism for dispute resolution.

The Operating Agreement will designate the director of Parks and Recreation of Town and the Executive Director of YMCA as the parties with authority to implement the Operating Agreement.

Dated this _____, 2018

Ron Davis
CEO
Cannon Memorial YMCA

Haynes Brigman
Town Manager
Town of Harrisburg

JOINT OPERATIONS AGREEMENT BETWEEN THE TOWN OF HARRISBURG AND THE ROWAN-CABARRUS YMCA

THIS OPERATIONS AGREEMENT (Operations Agreement) is made between the **TOWN OF HARRISBURG (Town)**, a municipal corporation of the State of North Carolina located within Cabarrus County, acting through its duly authorized Town Manager, and the Rowan-Cabarrus Young Men's Christian Association d/b/a **Rowan-Cabarrus YMCA**, (YMCA) a North Carolina non-profit acting through its officers as duly authorized by its Board of Directors.

RECITALS

WHEREAS, in order to provide its citizens a facility for recreation, meeting space and other traditional and progressive recreational and community service programs, the Town desires to participate in the construction of a joint-use facility (Facility) with the YMCA, a non-profit organization whose goals and objectives align with the goals and objectives of the Town's Parks and Recreation Department; and

WHEREAS, the Facility is planned to be constructed on property located within Harrisburg Park, 191 Sims Parkway, Harrisburg, NC 28075

WHEREAS, the Town has recognized the experience and expertise of the YMCA in conducting programs for families at its branches in Cabarrus County, and in providing recreational and character-building programs for adults and youth; and

WHEREAS, the residents of the Town will derive substantial benefits from the activities and programs to be provided and conducted by the YMCA for YMCA members and program participants at the Facility and, through nationwide membership privileges, at other YMCAs in Cabarrus County and nationally where members work or travel; and

WHEREAS, it is the mutual desire of the Town and the YMCA that the new Facility be constructed, occupied and managed by the YMCA for the offering and conducting of YMCA programs and other community-based programming as contemplated by this Agreement and in accordance with its terms and conditions, based on programs of the YMCA and the Town's Parks and Recreation Department offered at each of its facilities;

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement, the Town and the YMCA hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.01 **Town**. Town means the Town of Harrisburg.

1.02 **Director**. Director means the Director of the Town's Parks and Recreation Department (**PARD**).

1.03 **Facility**. Facility means the building to be constructed and operated as the Harrisburg YMCA. Facility includes all the footprint of the Facility, any exterior patios and sidewalks directly adjacent to the Facility, any improvements (including parking lot), amenities, and areas that were installed, constructed, or landscaped as part of the original construction.

1.04 **YMCA**. YMCA means the Rowan-Cabarrus Young Men's Christian Association, a North Carolina non-profit corporation.

ARTICLE 2. USE OF PREMISES/OWNERSHIP OF PROPERTY

2.01 **Premises**. In consideration of the mutual terms and covenants of this Operations Agreement, YMCA has the right to own and jointly use with the Town, (a) a 9.81-acre tract of land, more or less, as legally described in the survey, attached to this Operations Agreement (Land), and (b) any buildings and improvements on the Land or to be constructed on the Land. The Land and Facility are collectively referred to as the "Premises". This Agreement is subject to all existing easements, as well as any easements that may be created or granted subsequent to the execution of this agreement, for public roads, channels, highways, public utilities, railroads, pipelines and electrical transmission lines.

2.02 **Permitted Use of Premises**. YMCA may use the Premises only for the purpose of conducting normal/customary YMCA activities and programming. YMCA will offer, conduct, and operate recreation, wellness, and youth and family programs and related activities, consistent with other YMCA facilities.

Scheduling will be coordinated through the YMCA to prevent conflict with regularly scheduled programs of the YMCA.

2.03 **Illegal Use Not Permitted.** YMCA may not use any part of the Premises or any building situated on them for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of North Carolina, Cabarrus County, or the Town of Harrisburg, or other lawful authority with jurisdiction over the Premises.

2.04 **Condition of Premises.** YMCA accepts the Premises described above in their present condition, finds them suitable for the purposes intended, and further acknowledges that it is thoroughly familiar with such condition by reason of a personal inspection and does not rely on any representations by Town as to the condition of the Premises or their suitability for the purposes intended. YMCA further accepts the Premises described subject to all previous recorded easements, if any, that may have been granted on, along, over, under or across said property, and releases Town from any and all damages, claims for damages, loss or liabilities that may be caused to all invitees, licensees, or trespassers by reason of the exercise of such rights or privileges granted in these easements.

2.05 **Zoning Restrictions and Other Laws.** The Premises are subject to any statement of facts which an accurate survey or physical inspection might show, all zoning, restrictions, regulations, rulings and ordinances, building restrictions, and other laws and restrictions now in effect or later adopted by any governmental authority having jurisdiction.

2.06 **Membership Fees.** Fees for memberships and programs shall be priced in accordance with fees established by the YMCA for branches of similar size and amenities and consistent with the YMCA's goal to permit participation by all socio-economic groups.

2.07 **Janitorial Services and Housekeeping.** The YMCA, at its sole cost and expense, shall provide daily janitorial and custodial service for the Facility. For the Term of this Agreement, the YMCA will employ or subcontract for housekeeping staff whose function shall be daily in-house tasks related to routine and emergency cleanups, room or facilities preparation, minor repairs and other routine function associated with programs and building operations. The YMCA shall pay the full cost of the total salary and fringe benefits of said employee(s) or contractors.

2.08 **Inspections.** The Town shall conduct periodic and regular inspections as may be required of the Facility to ensure that fire, safety and sanitation regulations and other provisions contained in this Agreement or in the Town Code are being adhered to by the YMCA. The Town shall notify the YMCA of its findings, specifying any items needing attention. The YMCA agrees to grant the Town the right to access the Facility for inspections during normal business hours, and after hours, with prior notice as may be necessary. Failure to conduct any inspections as may be required shall not operate as a waiver of the Town's right to conduct these inspections and shall not be considered a default of the terms of this Agreement.

2.09 **Fire Code Inspections.** YMCA will permit the Town's Fire Marshal or his or her authorized agents to inspect the Premises, and YMCA and Town will comply with all requirements of the Fire Marshal or his or her authorized agents that are necessary to bring the Premises into compliance with the Town Fire Code and Building Code provisions regarding fire safety, as such provisions exist or may later be amended subject to the maintenance and repair obligations under Paragraph 3.12 (a) below. YMCA shall maintain in proper condition accessible fire extinguishers of a number and type approved by the Fire Marshal or his or her authorized agents for the particular hazard involved.

2.10 **Ownership of Equipment and Furniture.** No Town funds shall be used to acquire equipment and furniture to be used by the YMCA. The YMCA shall own all equipment and furniture purchased by it. The YMCA, at its sole cost and expense shall be responsible for repair and/or replacement of this furniture and equipment during the term of the Agreement.

2.11 **Ownership of Building and Fixtures.** YMCA shall own the Facility and all attached fixtures. The Facility and any other buildings, improvements, additions, alterations, and fixtures (except furniture, movable equipment, and trade fixtures) constructed, placed, or maintained on any part of the Premises will be the responsibility of the YMCA.

2.12 **Maintenance and Repair.** YMCA shall, at its sole cost and expense, shall maintain the building, interior and exterior, including structural, mechanical, internal, etc., along with the parking lot, parking lot lights, sidewalks, grass, landscaping and any other non-structural items. Maintenance of these areas should keep consistent with the adjacent Harrisburg Park.

2.13 **Naming.** The Town reserves the right to have final approval on the naming of the facility.

ARTICLE 3. CONSTRUCTION OF THE FACILITY

3.01 **General Conditions.** Town and YMCA agree that YMCA will award the contract for design and construction of the Facility, subject to review by the Town staff prior to execution of the contract.

3.02 **Additions and renovations.** YMCA agrees to work with Town when adding onto Facility. Town must approve additions and renovations to the building.

ARTICLE 4. UTILITIES

4.01 **Payment by YMCA.** The YMCA, at its sole cost and expense, will incur the cost to provide all gas, water, sewer, electric utilities, network and communication services for use by the YMCA in the Facility.

ARTICLE 5. INDEMNIFICATION

5.01 **LIABILITY OF TOWN.** TOWN IS NOT LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES (OR ANY PART OF THEM), OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE, IMPROVEMENT, EQUIPMENT, OR FACILITY ON THE PREMISES OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF YMCA, OR OF ANY OF ITS AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT, FIRE, OR OTHER CASUALTY ON THE PREMISES, OR BROUGHT ABOUT BY YMCA'S FAILURE TO MAINTAIN THE PREMISES IN SAFE CONDITION.

5.02 **INDEMNIFICATION.** YMCA AGREES TO DEFEND, INDEMNIFY AND HOLD THE TOWN, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) YMCA'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF YMCA, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE TOWN) OR SUBCONTRACTORS, RELATED TO CONSTRUCTION OF A FACILITY OR THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE TOWN OR ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH YMCA AND TOWN, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.

ARTICLE 6. RECORDS

6.01 **Notice of complaints or violation reports.** The YMCA and Town shall promptly notify the other of any complaints or reports of violations of the law that have occurred at the Facility or on the grounds and that are significant in nature and that have a material effect on the operations of the Facility.

ARTICLE 7. NOTICES

7.01 **Notices.** Any notice, demand, request or other communication hereunder given or made by either party to the other shall be in writing and shall be deemed to be delivered whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at such other address as they may hereafter specify by written notice so given.

- a. If to Town: Town Manager
 Town of Harrisburg
 PO Box 100
 Harrisburg, NC 28075

- b. If to YMCA: President/CEO
 215 Guffy St.
 Salisbury, NC 28147

ARTICLE 8. GENERAL PROVISIONS

8.01 **Right of Entry and Inspection.** YMCA must permit Town or its agents, representatives, or employees to enter the Premises for the purposes of inspection; determining whether YMCA is complying with this Agreement; maintaining, repairing, or

altering the Premises; or any other reasonable purpose. During any inspection, Town may perform any obligations that Town is authorized or required to perform under the terms of this Agreement or pursuant to its governmental duties under federal, State or local laws, rules or regulations.

8.02 **Interpretation.** In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

8.03 **No Third Party Rights.** The provisions and conditions of this Agreement are solely for the benefit of the Town and YMCA, and any lawful assign or successor of the YMCA, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

8.04 **No Partnership or Joint Venture.** YMCA shall operate as an independent contractor and not as an officer, agent, servant, or employee of the Town. YMCA shall have the exclusive control of, and the exclusive right to, control the work designated to the YMCA to be performed under this Agreement, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, contractors, subcontractors and employees. Neither Town nor YMCA shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers, agents, servants, contractors, subcontractors, or employees. It is understood and agreed that the Town is not involved as a party to any activities that may be carried on by YMCA pursuant to this Agreement. YMCA acknowledges itself solely responsible for such activities and for all persons and property involved or used in connection with YMCA's use of the Premises. Provided, however, that no provision of this Agreement shall operate or be construed as a waiver by either party of any immunity from liability which it has or could be asserted under the doctrine of governmental immunity or any other immunity which it has under law.

8.05 **Declared Emergency.** In the event of a declared Town, State or federal emergency, the YMCA will immediately make the facility available for use as deemed necessary by the Town in order to respond to the declared emergency. Should the declared emergency extend beyond 72 hours, the Town will seek reimbursement from federal, State and/or local funding and compensate the YMCA for any lost revenue as a result of declared emergency use, to the extent funds are received from these sources.

8.06 **Force Majeure.** Each party to this agreement agrees to excuse the failure of another party to perform its obligations under this Agreement to the extent that failure is caused by an event of Force Majeure. *Force Majeure means acts and events not within*

the control of the party, and which the party could not use due diligence to avoid or prevent. Events of Force Majeure include acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The party invoking Force Majeure shall give timely and adequate notice to the other party of the event by facsimile transmission, telephone, or e-mail and then the party must promptly provide written notice of the Force Majeure in the manner required by this Agreement. The party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a party's performance is delayed by the event of Force Majeure, the parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event

ARTICLE 9. PROGRAMS

9.01 **Programs.** Town and YMCA agree to make every effort to not compete on core programs and work to strengthen each other through this partnership.

9.02 **Youth and Adult Sports.** Town will be primary provider of youth and adult sports. YMCA will not offer sports that directly compete with Town sports. YMCA may run clinics, off-season leagues, and sports the Town does not offer, as advised by Town. Town will have first rights of access to YMCA gymnasiums for youth sports, at no cost, and make its best effort to be scheduled in advance with YMCA staff. YMCA may request access to one field, at no cost, for non-competing sports and must be scheduled in advance with the Town, if available.

9.03 **Summer Camp and Afterschool.** YMCA will be primary provider of summer day camp and afterschool programs. Town will not offer similar programs that directly compete with YMCA camps. Town may run specialty summer camps such as sports camps, STEM camps, etc. as advised by the YMCA. YMCA will have reasonable access to shelters, fields, playgrounds, etc., at no cost, for use during these programs and must be scheduled in advance.

9.04 **Special Events.** YMCA and Town will work together on Special Events in Harrisburg Park. The Facility may be used to support events such as July 4th, Rockin' the Burg and others. Facility usage to be agreed upon in advance.

9.05 **Multipurpose Space.** Town will have access to multipurpose space for programs and meetings at no cost and which must be scheduled in advance. YMCA meetings and programs will take precedence.

9.06 **Partnership Team.** Town and YMCA will meet regularly to discuss existing programs, new programs, schedules, conflicts and opportunities. Team will consist of YMCA Executive Director, two YMCA designees, Town Parks and Recreation Director, and two Town Designees. Additional staff may attend as deemed necessary.

9.07 **Additional Programs.** Town and YMCA will work together to not offer conflicting programs, including martial arts, arts and crafts, fitness, cultural and educational programs. Programs will be agreed upon by the partnership team.

9.08 **Board Representation.** YMCA will appoint a Town Representative as a YMCA Branch Board Member. Town will appoint a YMCA Representative to serve on its Parks and Recreation Advisory Board.

9.09 **Town Resident Discount.** Residents of the Town of Harrisburg will qualify for a 15% resident discount. YMCA will work with Town to identify residents.

9.10 **Town Employee Discount.** Full-time and permanent part-time Town employees will receive a free adult membership and qualify for discounts for additional adult and family rates, similar to that of YMCA employees. As of the date of this agreement, discounted rates would be \$14 per month for additional adult membership and \$28 per month for family membership.

9.11 **Discounts Reviewed.** The Town resident discount and Town employee discounts will be reevaluated after a minimum of five years from the date of this agreement and may be modified with joint agreement from the YMCA and the Town.

ARTICLE 10. FUNDING

10.01 **Funding Responsibility.** The YMCA, at its sole expense, will be responsible for the construction of the Facility, including but not limited to the building, parking lot, lighting, irrigation, landscaping, access road(s), sidewalks, curb and gutter, and monument sign.

10.02 **Cost Estimates.** The Town will provide up to \$4,815,000 in cash, donation of land, assumption of related TIA offsite improvements and waived fees associated with the design and construction of the Facility. The Town will make a financial contribution

to the YMCA Capital Campaign of \$4,815,000, less the value of the land donation, assumption of TIA offsite improvements and waived fees.

At the date of this agreement the following estimates are considered accurate. Changes in estimates and/or scope may impact the numbers below.

Total Town contribution to the YMCA	\$ 4,815,000
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Less:

Value of donated land	(736,000)
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Value of offsite improvements in TIA	(815,000)
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Value of fees waived	<u>(91,000)</u>
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Total anticipated cash contribution	<u>\$ 3,173,000</u>
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10.03 **Milestones**. The Town will make payments of its financial contribution based on various milestones established between the Town and YMCA.

Milestone 1	Ground breaking	25% of cash contribution
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Milestone 2	Utility infrastructure acceptance and offsite improvements	50% of cash contribution
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Milestone 3	Final completion (c/o)	Remainder of cash contribution
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EXECUTED this the _____ day of _____, 2023.

TOWN OF HARRISBURG

ROWAN-CABARRUS YMCA

By: _____

Town Manager

By: _____

President/CEO

APPROVED AS TO FORM AND LEGALITY

By: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Brian Lee, Finance Officer



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Adoption of Ordinance Prohibiting Unmuffled Engine Compression Brakes within Town Limits

Presenting Personnel:

Zac Gordon, Planning Director

Suggested Motion or Action:

If approved:

Motion to adopt the attached ordinance prohibiting unmuffled engine compression brakes within the Town limits.

Description/Background:

Town staff have received complaints regarding the noise associated with unmuffled engine compression brakes, particularly along the NC 49 corridor where there is significant tractor-trailer traffic. The NC Department of Transportation has adopted a policy which permits municipalities to adopt ordinances which prohibit this type of braking (see attached). Once such an ordinance is adopted, enforcement may occur through the Sheriff's Department. As outlined in the attached NCDOT policy for the prohibition of unmuffled brake noise, the following steps must be taken by the Town to enforce this prohibition:

1. **Ordinance Adoption** - The Town must adopt an ordinance prohibiting unmuffled engine compression brakes within the Town limits, specifying the limits of the restriction;
2. **Signage Posting** - Speed limit signage must be placed at the Town's limits. If speed reduction signs are required outside the municipal limits to notify the motorist and allow gradual braking, these signs must be installed prior to a request to NCDOT.
3. **Encroachment Agreement** - An encroachment agreement with NCDOT will be required for placement of signs in the NCDOT R.O.W (inside or outside the town limits).
4. **Installation of Signage** - The town may install signage inside the town limits, with any signage installed outside of the town limits to be installed by NCDOT, or an NCDOT approved contractor.
5. **Cost of Sign/Installation/Enforcement/Maintenance** - The Town will be responsible for the cost of any signs, installation, enforcement and maintenance.
6. **Sign Design** - Sign design will be provided by NCDOT (see attached)
7. **Request to NCDOT** - Requests for signage should be made to the Division Engineer, with the required documentation.

Recommendation:

Town staff recommends adoption of the attached ordinance.

Fiscal Impact:

None

Attachments:

1. TOH Ordinance - Unmuffled Engine Compression Brakes
2. NCDOT Policy - Unmuffled Engine Compression Brakes

3. NCDOT FAQs - Unmuffled Engine Compression Brakes
4. NCDOT Sign Designs - Unmuffled Engine Compression Brakes

**TOWN OF HARRISBURG
ORDINANCE**

BE IT ORDAINED by the Harrisburg Town Council as follows:

Chapter 70, "Traffic Rules" is hereby amended by the addition of Section 70.06 relating to motor vehicle noise.

"70.06. Unmuffled Engine Compression Brakes. It shall be unlawful to engage, use, operate or employ unmuffled engine compression brakes on any vehicle or any unit constituting a part thereof on N.C. Highway 49 within the municipal limits.

- (a) The Town shall erect signs along N.C. Highway 49 stating 'Unmuffled Engine Braking Prohibited'.
- (b) The term 'engine compression brakes' means a device used for the conversion of the vehicle engine from an internal combustion engine to an air compressor for the purpose of slowing or stopping the vehicle without the use of wheel braking systems.
- (c) It shall not be a violation of this Ordinance during any event deemed an emergency for the purpose of avoiding a collision with another object, person, or vehicle.
- (d) This Ordinance shall not apply to government owned or operated vehicles.
- (e) Violations of this Ordinance are subject to the penalties set forth in Section 70.99.
- (f) This Ordinance shall be effective from and after May 8, 2023."

Adopted this the 8th day of May, 2023.

Jennifer Teague
Mayor

ATTEST:

Janet Rackley
Town Clerk

North Carolina Department of Transportation

Division of Highways

Transportation Mobility and Safety Division

STANDARD PRACTICE

for

County/Town/City, North Carolina to Install

Sign Prohibiting Use of Unmuffled Engine Compression Brakes

The purpose of this Standard Practice is to provide guidance on this issue and specify the requirements for installation of a sign within a county/city/town limits prohibiting use of unmuffled engine compression brakes. Establishment of a prohibitory sign is not required for law enforcement to enforce G.S 20-128: "Exhaust system and emissions control devices." Therefore; we see these signs as discretionary and will allow others to pay to have them installed when approved and if space is available.

For the purpose of this standard practice, engine compression brakes are defined as a device primarily on large trucks for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes. They are incorrectly referred to as "Jake" brakes (Jacobs ©brake). When not muffled, engine compression braking may cause excessive noise and vibration in violation with Federal Motor Carrier Safety Regulations 40 CFR 2002.10 and North Carolina G.S. 20-128.

The North Carolina Department of Transportation (NCDOT) considers appropriate engine braking an essential safety practice, and prohibiting use of engine brakes may have negative impacts. However, a properly installed muffler will reduce the excessive noise and vibration emitted. Therefore, NCDOT will allow the installation of "Unmuffled Engine Braking Prohibited" signs on NCDOT right-of-way inside municipal limits if all requirements herein are met. Additional criteria will be required for establishment of these signs outside a municipal limit. The compliance of these signs is analogous with installation of a no speeding sign.

This sign shall not apply to emergency driving situations requiring the utilization of an engine or exhaust brake to protect the safety and property of motor vehicle operators, pedestrians, and the operator and passengers of the motor vehicle involved in said emergency situation.

Requirements prior to requesting NCDOT approval to allow prohibitory sign within municipal limit:

1) An ordinance must be first adopted by a county, city, or town prohibiting the excessive noise due to unmuffled engine compression brakes within the official limits specifying the limits of the restriction.

2) A speed limit sign must be in place at the municipal limit, regardless of any statutory speed limit in effect. If speed reduction signs are required outside the municipal limits to notify the motorist and allow gradual braking, these signs must be installed prior to request. See MUTCD for requirements. If speed reduction signs are warranted, this request should be made prior to the request to allow the prohibitory engine braking sign.

Other Requirements:

3) Establishment of these signs outside a municipal limit on NCDOT right of way will require a completed NCDOT encroachment agreement by requesting party. The requesting party will be responsible for installation of sign and maintenance.

4) An NCDOT encroachment agreement is required for any request for signs to be installed within NCDOT right-of-way.

5) Signs must be installed by NCDOT or an NCDOT approved contractor, if outside municipal limits.

6) The county/town/city will be responsible for payment of sign, installation, enforcement, and sign maintenance.

7) The sign design will be provided by the NCDOT.

8) All sign requests should be made to the appropriate Division Engineer with required documentation.

9) NCDOT is not responsible for theft, damage, or destruction of the sign.

Guidance on Information that may be included (or modified to fit the specific location) in ordinance:

- It shall be unlawful for any person to employ unmuffled engine compression brakes within the municipal limits on [route name] or such that can be detected within [distance] of sign.
- The penalty for usage of unmuffled engine compression brakes.
- This sign shall not be enforced when engine or exhaust braking is required due to an emergency driving situation such as to protect the safety and property of motor vehicle operators, pedestrians, and the operator and passengers of the motor vehicle involved in said emergency situation.
- It shall be unlawful for any person to operate or cause to be operated a motor vehicle unless the exhaust system is free from defects, which affect sound reduction.
- No person shall remove or render inoperative, or cause to be removed or rendered inoperative, other than for purposes of maintenance, repair or replacement, any muffler or sound dissipative device on a motor vehicle.
- It shall be unlawful for any person to modify the exhaust system of a motor vehicle by the installation of a muffler cut-out or bypass, and no person shall operate a motor vehicle which has been so modified.

Reference information:**GS 160A-187: "Noise Regulation"**

A city may by ordinance regulate, restrict, or prohibit the production or emission of noises or amplified speech, music, or other sounds that tend to annoy, disturb, or frighten its citizens. (1971, c. 698, s. 1; 1973, c. 426, s. 25.)

§ 153A-133. Noise regulation.

A county may by ordinance regulate, restrict, or prohibit the production or emission of noises or amplified speech, music, or other sounds that tend to annoy, disturb, or frighten its citizens. (1973, c. 822, s. 1.)

GS 20-128: "Exhaust system and emissions control devices"

(a) No person shall drive a motor vehicle on a highway unless such motor vehicle is equipped with a muffler, or other exhaust system of the type installed at the time of manufacture, in good working order and in constant operation to prevent excessive or unusual noise, annoying smoke and smoke screens.

(b) It shall be unlawful to use a "muffler cut-out" on any motor vehicle upon a highway.

(c) No motor vehicle registered in this State that was manufactured after model year 1967 shall be operated in this State unless it is equipped with emissions control devices that were installed on the vehicle at the time the vehicle was manufactured and these devices are properly connected.

(d) The requirements of subsection (c) of this section shall not apply if the emissions control devices have been removed for the purpose of converting the motor vehicle to operate on natural or liquefied petroleum gas or other modifications have been made in order to reduce air pollution and these modifications are approved by the Department of Environment and Natural Resources. (1937, c. 407, s. 91; 1971, c. 455, s. 1; 1983, c. 132; 1989, c. 727, s. 9; 1997-443, s. 11A.119(a); 2000-134, s. 6.)

40 CFR 202.20: STANDARDS FOR HIGHWAY OPERATIONS.**§ 202.20 Standards for Highway Operations.**

(a) No motor carrier subject to these regulations shall operate any motor vehicle of a type to which this regulation is applicable which at any time or under any condition of highway grade, load, acceleration or deceleration generates a sound level in excess of 86dB(A) measured on an open site with fast meter response at 50 feet from the centerline of lane of travel on highways with speed limits of 35 MPH or less; or 90 dB(A) measured on an open site with fast meter response at 50 feet from the centerline of lane of travel on highways with speed limits of more than 35 MPH.

(b) No motor carrier subject to these regulations shall operate any motor vehicle of a type to which this regulation is applicable which at any time or under any condition of highway grade, load, acceleration or deceleration generates a sound level in excess of 83 dB(A) measured on an open site with fast meter response at 50 feet from the centerline of lane of travel on highways with speed limits of 35 MPH or less; or 87 dB(A) measured on an open site with fast meter response at 50 feet from the centerline of lane of travel on highways with speed limits of more than 35 MPH.

[39 FR 38215, Oct. 29, 1974, as amended at 51 FR 852, Jan. 8, 1986]

(f) The provisions of § 202.20(a) and § 202.21(a) of Subpart B apply only to applicable motor vehicles manufactured prior to the 1986 model year.

(g) The provisions of § 202.20(b) and § 202.21(b) apply to all applicable motor vehicles manufactured during or after the 1986 model year.

Spacing Factor is 1 unless specified otherwise

Spacing Factor is 1 unless specified otherwise

Clarification and FAQ's concerning Standard Practice for Signing Unmuffled Engine Compression Brakes

Modified 3/10/15 per JKL

1. Have we had problems with unmuffled brakes?

The Department has received requests from various Divisions, Legislators and individuals for the installation of this type of sign; therefore, this policy was developed to provide guidance and consistency.

2. How is this going to be enforced?

There are two ways this can be enforced. One way is through the noise ordinances. The other is by law enforcement determining the vehicle's muffler or exhaust system was modified from the original manufactured and is not in good working order to prevent excessive or unusual noise.

3. How many signs are we going to allow in a section?

Local Division discretion

4. Are they going to be allowed on Interstates?

Yes

5. If so, are they going to adhere to our spacing policy and will we stand behind our policy when spacing requirements can't be met?

These signs are fully discretionary and if other signs are needed to be installed the unmuffled brake signs will be removed. All other signs would take precedents over the unmuffled brake sign.

6. If a section of highway does not have a sign, is Jake Braking allowed (GS states no but nothing is being done now to stop it)?

As indicated a sign is not required to enforce the General Statute. By the municipality choosing to install the sign, they are indicating an obligation to enforce. The Department can remove the sign citing sign clutter, if the municipality is no longer enforcing the law. The same holds true of signs installed outside of municipality. The sign requestors should notify their local law officials when enforcement has ceased.

7. How do we handle signs with a different design in the field that were installed prior to this guidance and sign design? Signs that differ from the sign design provided with the "Unmuffled Engine Compression Brakes" should be removed and replaced with the appropriate sign design.

8. Information on item 1) found on first page of Standard Practice was established to emphasize the County's current duties and powers allowed by General Statute 153A-133.

9. Information on item 3) found on second page of Standard Practice was established to allow a County or third party to enter into an agreement to be responsible for cost of the sign. NCDOT is still the approving party. The County has the option on whether to approve or reject spending their funds on these signs.

DATE: Feb 18, 2014

PROJECT ID:

DIV: SW

[illegible]

HEIGHT: 2'-6"

TOTAL AREA: 5.0 Sq.Ft.

BORDER TYPE: RECESSED

RECESS: 0.38"

WIDTH: 0.63"

RADII: 1.5"

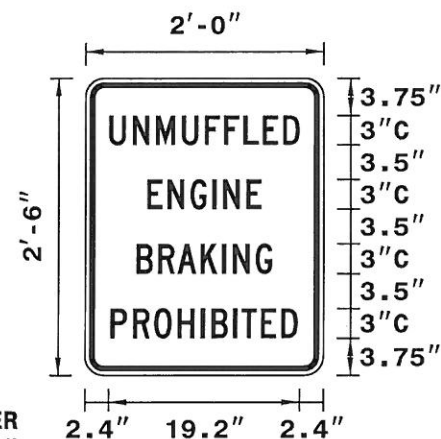
NO. Z BARS:

MAT'L: 0.063" (1.6 mm) ALUMINUM

LENGTH:

USE NOTES: 1,2

1. Legend and border(except those that are colored black) shall be direct applied Grade C sheeting.
2. Background shall be Grade C reflective sheeting.



BORDER
R=1.5"
TH=0.63"
IN=0.38"

Spacing Factor is 1 unless specified otherwise

LETTER POSITIONS

[illegible]

DATE: Feb 25, 2014

DIV: SW

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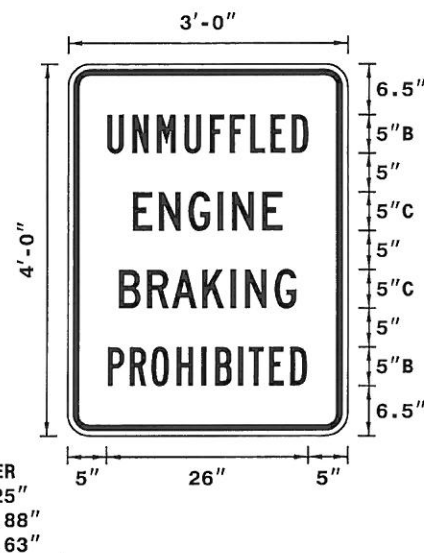
MAT'L: 0.125" (3.2 mm) ALUMINUM

BORDER TYPE: RECESSED
 RECESS: 0.63"
 WIDTH: 0.88"
 RADII: 2.25"

NO. Z BARS:
LENGTH:

USE NOTES: 1,2

1. Legend and border(except those that are colored black) shall be direct applied Grade C sheeting.
2. Background shall be Grade C reflective sheeting.



Spacing Factor is 1 unless specified otherwise

LETTER POSITIONS

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TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of Water Purchase Contract with City of Concord

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved, motion to execute contract with City of Concord extending the Town's water purchase agreement

Description/Background:

The Town of Harrisburg entered into an agreement with the City of Concord on June 30, 2008 for the sale of potable water to the Town of Harrisburg. The Town has since executed multiple contract addendums to extend the contract. The first addendum was executed in July 2016 and the second in August 2018. The second addendum expires on July 31, 2023, thus the need for a contract extension, or third addendum. Per the third addendum, Concord shall make available to Harrisburg up to 2,000,000 gallons per day of potable water (up from a previous amount of 1,600,000). Harrisburg shall pay for at least 700,000 gallons, regardless of the amount delivered to or used by Harrisburg, which is consistent with the previous addendum. This addendum also removes the requirement for contractual storage capacity, which is no longer needed with the construction of the second Town-maintained elevated water storage tank. Finally, Addendum Number 3 will extend the contract for a period of one year, and will expire June 30, 2024.

The Town intends to identify alternate water sources to alleviate the dependency on the City of Concord for water purchases moving forward. This 1-year contract extension will allow adequate time for each party to determine the most appropriate next steps for providing clean and reliable water to the Town's water and sewer customers.

Recommendation:

Staff recommends approval of the attached contract addendum with the City of Concord.

Fiscal Impact:

There is no immediate fiscal impact as a result of this contract. The Town will continue to use the City of Concord as its primary water supply source, reflected in monthly bills from the City of Concord. Rate changes are subject to the terms of the agreement, and are not expected to increase more than 4% annually.

Attachments:

1. 2023 - 6000 - City of Concord Water Purchase Contract - Addendum 3
2. 2019 - 6000 - City of Concord Water Agreement - Second Contract Addendum - 08.29.2018
3. 2016 - 6000 - City of Concord Water Agreement - 07.2016

THIRD CONTRACT ADDENDUM

THIS THIRD CONTRACT ADDENDUM is made and entered into this the ____ day of _____, 2023, by and between the City of Concord, North Carolina, a North Carolina municipal corporation (hereinafter referred to as the "City" or "Concord"), and Town of Harrisburg, North Carolina, a North Carolina municipal corporation (hereinafter referred to as "Harrisburg").

WHEREAS, the City and Harrisburg entered into an agreement dated June 30, 2008 for the sale of potable water to Harrisburg; and

WHEREAS, the City and Harrisburg entered into a Contract Addendum (hereinafter referred to as "First Addendum") dated July 2016, modifying the terms of the original agreement; and

WHEREAS, the City and Harrisburg entered into a Second Contract Addendum (hereinafter referred to as "Second Addendum") dated August 2018, modifying the terms of the original agreement and First Addendum; and

WHEREAS the Second Addendum provided that:

Sec. 1, Quantity: Concord shall make available to Harrisburg and shall supply Harrisburg up to one million six hundred thousand (1,600,000) gallons per day (GPD) of potable water (the "Total Amount"). Harrisburg shall pay for at least seven hundred thousand (700,000) GPD (the Minimum Amount"), regardless of the amounts delivered to or used by Harrisburg. Upon mutual agreement, Concord shall increase availability up to 3,000,000 gallons per day (GPD) and Harrisburg shall pay for at least one million (1,000,000) GPD regardless of the amounts delivered or used by Harrisburg.

Sec. 2, Term: This Agreement shall extend for a period of five (5) years beginning effective August, 2018 and ending at midnight on July 31, 2023. On an annual basis, the parties agree to meet and review the Total Amount, the Minimum Amount, the Monthly Reserved Capacity Charge and the O&M Rate.

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

1. The Agreement dated June 30, 2008 between the parties is hereby amended to read as follows:

2. Sec. 1, Quantity: Concord shall make available to Harrisburg and shall supply Harrisburg up to two million (2,000,000) gallons per day (GPD) of potable water (the "Total Amount"). Harrisburg shall pay for at least seven hundred thousand (700,000) GPD (the Minimum Amount"), regardless of the amounts delivered to or used by Harrisburg.
3. Sec. 2, Term: This Agreement shall extend for a period of one (1) year beginning effective when signed and ending at midnight on June 30, 2024. On an annual basis, the parties agree to meet and review the Total Amount, the Minimum Amount, and the O&M Rate.
4. Water quality problems that arise in the normal course of water treatment plant and distribution system operation from temporary complications and emergencies (i.e. elevated trihalomethanes, haloacidic acids, discoloration, etc.) shall be cause for discussion and coordinated efforts by appropriately responsible parties to resolve the issue as quickly as possible.
5. The parties agree to no more than 4% increase to the O&M rate annually unless unidentified federal or state recommendations are imposed that will significantly increase that annual budget for which Concord will initiate discussions as soon as possible to discuss mitigation options between parties.
6. Term 4 from the Second Addendum is removed as Harrisburg no longer requires contracted storage capacity.
7. All other terms and conditions of the Agreement and First and Second Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Contract Addendum as of the day and year first above written.

CITY OF CONCORD:

By:

Lloyd Payne, City Manager

Kim Deason, City Clerk

(SEAL)

Approved as to form:

VaLerie Kolczynski, City Attorney

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

Jessica Jones, Finance Director

TOWN OF HARRISBURG

By: _____ (SEAL)

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

APPROVAL BY TOWN FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

SECOND CONTRACT ADDENDUM

THIS SECOND CONTRACT ADDENDUM is made and entered into this the 29 day of August 2018, by and between the City of Concord, North Carolina, a North Carolina municipal corporation (hereinafter referred to as the "City" or "Concord"), and Town of Harrisburg, North Carolina, a North Carolina municipal corporation (hereinafter referred to as "Harrisburg").

WHEREAS, the City and Harrisburg entered into an agreement dated June 30, 2008 for the sale of potable water to Harrisburg; and

WHEREAS, the City and Harrisburg entered into a Contract Addendum (hereinafter referred to as "First Addendum") dated July 2016, modifying the terms of the original agreement; and

WHEREAS the First Addendum provided that:

Sec. 1, Quality: Concord shall make available to Harrisburg and shall supply Harrisburg up to one million 600,000 (1,600,000) gallons per day (GPD) of potable water (the "Total Amount"). Harrisburg shall pay for at least seven hundred thousand (700,000) GPD (the Minimum Amount"), regardless of the amounts delivered to or used by Harrisburg. Upon mutual agreement, Concord shall increase availability to 2,000,000 gallons per day (GPD) and Harrisburg shall pay for at least one million (1,000,000) GPD regardless of the amounts delivered or used by Harrisburg.

Sec. 2, Term: This Agreement shall remain in effect until midnight on June 30, 2018, unless extended by both parties. On an annual basis, the parties agree to meet and review the Total Amount, the Minimum Amount, the Monthly Reserved Capacity Charge and the O&M Rate.

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

1. The Agreement dated June 30, 2008 between the parties is hereby amended to read as follows:
2. Sec. 1, Quantity: Concord shall make available to Harrisburg and shall supply Harrisburg up to one million six hundred thousand (1,600,000) gallons per day (GPD) of potable water (the "Total Amount"). Harrisburg shall pay for at least seven hundred thousand (700,000) GPD (the Minimum Amount"), regardless of the amounts

delivered to or used by Harrisburg. Upon mutual agreement, Concord shall increase availability up to 3,000,000 gallons per day (GPD) and Harrisburg shall pay for at least one million (1,000,000) GPD regardless of the amounts delivered or used by Harrisburg.

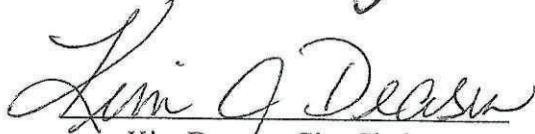
3. Sec. 2, Term: This Agreement shall extend for a period of five (5) years beginning effective August, 2018 and ending at midnight on July 31, 2023. On an annual basis, the parties agree to meet and review the Total Amount, the Minimum Amount, the Monthly Reserved Capacity Charge and the O&M Rate.
4. Concord desires to work with Harrisburg to provide elevated storage capacity from Concord's 850 hydraulic zone to facilitate Harrisburg requirement to meet Public Water Supply elevated storage requirements. Therefore using demand projection information provided by Harrisburg of a total average day demand of 3.24 and the current usage of 40% of this demand from Concord's 850 zone, the resultant requirement for elevated storage is 600,000 gallons. Concord is able to commit to this allocation for the duration of the contract. Concord has no expectation of additional elevated storage to support this demand area and must limit its commitment based upon current information supplied by Harrisburg. Both parties agree to recalculate the Capital Charge Amount based on the elevated storage allocation once Harrisburg constructs its second elevated storage tank and may no longer need this allocation.
5. Water quality problems that arise in the normal course of water treatment plant and distribution system operation from temporary complications and emergencies (i.e. elevated trihalomethanes, haloacidic acids, discoloration, etc.) shall be cause for discussion and coordinated efforts by appropriately responsible parties to resolve the issue as quickly as possible.
6. The parties agree to no more than 4% increase to the O&M rate annually unless unidentified federal or state recommendations are imposed that will significantly increase that annual budget for which Concord will initiate discussions as soon as possible to discuss mitigation options between parties.
7. All other terms and conditions of the Agreement and First Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Contract Addendum as of the day and year first above written.

CITY OF CONCORD:

By:


Lloyd Payne, City Manager

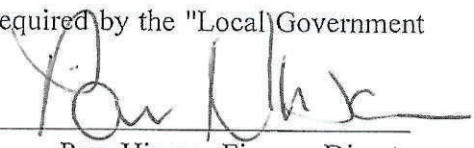

Kim Deason, City Clerk



Approved as to form:


VaLerie Kolczynski, City Attorney

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


Pam Hinson, Finance Director

TOWN OF HARRISBURG

By:

Hayes M. Bigman



ATTEST:

Janet Backley

Town Clerk

APPROVED AS TO FORM:

Richard M. Koch

Town Attorney

APPROVAL BY TOWN FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

J. Lee Connor Jr.

J. LEE CONNOR JR.

ASSISTANT TOWN MANAGER / FINANCE DIRECTOR

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM is made and entered into this the ____ day of July, 2016, by and between the City of Concord, North Carolina, a North Carolina municipal corporation (hereinafter referred to as the "City"), and TOWN OF HARRISBURG, North Carolina ("Harrisburg"), both of which are North Carolina municipal corporations.

WHEREAS, the City and Harrisburg entered into an agreement dated June 30, 2008 for the sale of potable water to Harrisburg; and

WHEREAS the agreement provided that:

Sec. 1. Quantity Concord shall make available to Harrisburg and shall supply Harrisburg up to one million (1,000,000) gallons per day (GPD) of potable water (the "Total Amount".) Harrisburg shall pay for at least five hundred twenty five thousand (525,000) GPD (the "Minimum Amount"), regardless of the amounts delivered to or used by Harrisburg.

Sec. 2. Term: This Agreement shall extend for a period of ten (10) years beginning effective July 1, 2008 and ending at midnight on June 30, 2018. On an annual basis, the parties agree to meet and review the Total Amount, the Minimum Amount, the Monthly Reserved Capacity Charge and the O&M Rate.

Sec. 8. Water Conservation Measures and Drought Emergency Plans: Harrisburg agrees to adopt and comply with all Concord conservation and water meter management measures (including but not limited to ordinances, policies, declarations or emergency, inter-basin transfer permit conditions, etc.)

Sec. 12. Notices: All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City	with copy to:	to Harrisburg:	with copy to:
City Manager	Albert Benshoff, Esq	Town Administrator	Richard M. Koch, Esq
City of Concord	City Attorney	PO Box 100	3220-201
PO Box 308	PO Box 308	Harrisburg, NC 28075	Charlotte, NC 28269
Fax:	Fax:	Fax: 704-455-1206	Fax: 704-503-5707

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

1. The Agreement dated June 30, 2008 between the parties is hereby amended to read as follows:

WHEREAS, Sec. 1, Quantity: Concord shall make available to Harrisburg and shall supply Harrisburg up to one ~~million 600,000 (1,600,000)~~ gallons per day (GPD) of potable water (the "Total Amount"). Harrisburg shall pay for at least ~~seven hundred thousand (700,000)~~ GPD (the Minimum Amount"), regardless of the amounts delivered to or used by Harrisburg. Upon mutual agreement, Concord shall increase availability to 2,000,000 gallons per day (GPD) and Harrisburg shall pay for at least one million (1,000,000) GPD regardless of the amounts delivered or used by Harrisburg.

WHEREAS, Sec. 2, Term: This Agreement shall remain in effect until midnight on June 30, 2018, unless extended by both parties. On an annual basis, the parties agree to meet and review the Total Amount, the Minimum Amount, the Monthly Reserved Capacity Charge and the O&M Rate.

WHEREAS, Sec. 8, Water Conservation Measures and Drought Emergency Plans: Harrisburg agrees to adopt and comply with at a minimum all Concord conservation and water meter management measures (including but not limited to ordinances, policies, declarations or emergency, inter-basin transfer permit conditions, etc.). More stringent measures may be taken by Harrisburg.

WHEREAS, Sec. 12, Notices: All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

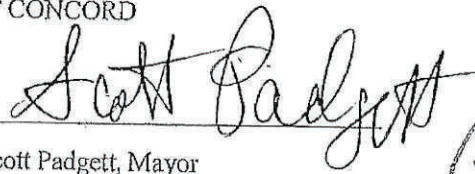
To the City:	with copy to:	to Harrisburg:	with copy to:
City Manager	<u>VaLerie Koleczynski</u>	<u>Town Manager</u>	Richard M. Koch, Esq.
City of Concord	City Attorney	PO Box 100	3220-201
PO Box 308	PO Box 308	Harrisburg, NC 28075	Charlotte, NC 28269
Concord, NC 28026	Concord, NC 28026		
Fax:	Fax:	Fax: 704-455-1206	Fax: 704-503-5707

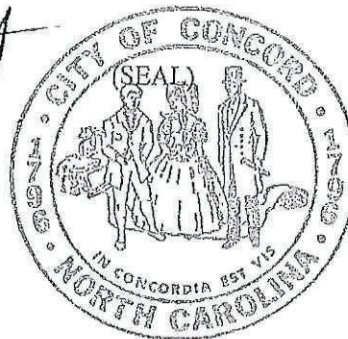
- 2 All other terms and conditions of the Agreement dated June 30, 2008 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Addendum as of the day and year first above written.

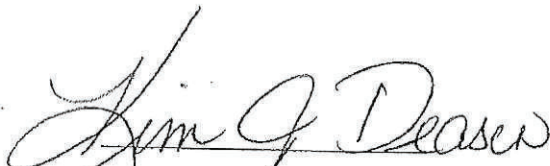
CITY OF CONCORD

By:

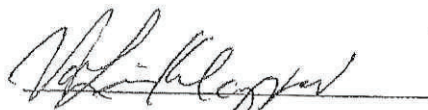

Scott Padgett, Mayor



Attest:


Kim Deason, City Clerk

APPROVED AS TO FORM


VaLeric Kolczynski, City Attorney

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

A handwritten signature in black ink, appearing to read "D. [unclear]", is written over a horizontal line.

Signature

TOWN OF HARRISBURG

By: *H. J. Larkin*
Mayor

(SEAL)

Attest:

Just Rackley
Town Clerk



APPROVED AS TO FORM

Richard [illegible]
Town Attorney

APPROVAL BY TOWN FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Signature