



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

**July 10, 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. Recognition of the Hickory Ridge High School Softball Team
2. Recognition of Ish Smith

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

2. CONSENT AGENDA

- A. Consider the minutes of the June 12, 2023 Town Council Meeting
- B. Consideration of Approval of a Municipal Agreement with NCDOT for NC Highway 49 Improvements - Phase II
- C. Consideration of Approval of a Municipal Agreement with NCDOT for Caldwell Road Extension - Phase I

- D. Consideration of Approval of a Municipal Agreement with NCDOT for Hickory Ridge Road Sidewalk Extension
- E. Consideration of Approval of a Contract for Millbrook Pump Station Upgrades and related FY2024 Budget Ordinance Amendments
- F. Consideration of Approval of the Stallings Sidewalk Extension Phase 1 Construction Contract and related Reimbursement Resolution
- G. Consideration of Acceptance of Lucas Court into the Town's Street Maintenance System

3. COMMUNICATIONS

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

4. PUBLIC HEARINGS

- A. H-2017-11-R: Calloway-Essex Homes - Consider adoption of Development Agreement between Town of Harrisburg and Stanley Martin Homes, LLC
- B. H-2022-16-R: Harrisburg Retirement Residence
- C. H-2022-15-R: Divine Residential Development

5. OLD BUSINESS

6. NEW BUSINESS

- A. Consideration of Approval of the Shelby Woods Fee In Lieu Development and Construction Contract and related FY2024 Budget Ordinance Amendment
- B. Consideration of Approval of a Contract for the Town's Water Modeling and Water/Sewer CIP Update
- C. Consideration of Surplus and Donation of Harrisburg Park Land to the Rowan-Cabarrus YMCA and Release of Property from the Deed of Trust

7. ACTION ITEMS

8. CLOSED SESSION

9. ADJOURNMENT

Vision Statement

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

Mission Statement

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



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the June 12, 2023 Town Council Meeting

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the June 12, 2023 Town Council meeting.

Description/Background:

Attached are the minutes for the June 12, 2023 Town Council meeting.

Recommendation:

Staff recommends approval of the attached minutes.

Fiscal Impact:

None

Attachments:

1. June 12 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, June 12, 2023
6:00 PM**

MINUTES

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

Mayor Jennifer Teague called the meeting to order.

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

**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 Russo made a motion to approve the agenda as presented. Second was made by Mayor Pro-Tem Price. **The motion passed 7-0.**

**1C.
INVOCATION**

Councilmember Thevenin conducted the invocation.

**1D.
PLEDGE OF ALLEGIANCE**

**1E.
SPECIAL PRESENTATIONS**

**1F.
PUBLIC COMMENT**

None

**2.
CONSENT AGENDA**

- A. Consider the minutes of the May 8, 2023, Town Council Meeting
- B. Consider setting a public hearing for July 10, 2023, to consider extension of Harrisburg-Midland Annexation Agreement
- C. Consider setting a public hearing for July 10, 2023, to consider the non-contiguous annexation of property off Peach Orchard Road south of Sweethaven Lane, consisting of 171 acres to be rezoned for a 155-lot residential development (H2022-15 R)
- D. Consider setting a public hearing for July 10, 2023, to consider annexation of property located at 9569 Rocky River Road, consisting of 7.46 acres, to be rezoned for a 149-unit senior living facility (H2022-16 R)
- E. Consider FY2023 Budget Ordinance Amendment for Insurance Proceeds – Fire Department
- F. Consideration of acceptance of Asphalt and Storm drainage Systems in Phase 3 & 4 of the Grantham subdivision
- G. Consideration of Capital Project Ordinance amendments

MOTION:

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

3A.**COMMUNICATIONS****Town Manager Report**

- We have an opportunity for a digital community message board on Highway 49. Talking with company about partnering with them for this and will send out more information soon.
- Recently served with a lawsuit from Epcon (Howie property). This revolves around traffic control and safety measures. Will keep Council updated but feel staff has done a great job holding developers to what they're required to do.
- Added several key staff members this month:
 - Karin Mazzaro – Customer Service Representative
 - Ken Baucom – Parks Superintendent
 - Three Fire recruits – Gabrielle Bayot, Nathan Dancey, Karrington King. Also extended offers to two lateral candidates. Still negotiating with those at this time.
 - Shelley DeHart – Assistant Planning Director

We are very excited to welcome these new employees.

- Currently still looking for a Communications Director, but we have some exciting candidates.
- We have extended an offer to a Town Engineer candidate and that has been accepted. Will send out more information as the start date gets closer.
- Fire – met with all Fire Department employees along with the Fire Chief recently to discuss recent policies that were causing some conversation in the community. That went well, and also spent a lot of time discussing pay, recruitment efforts, step and grade plans, performance-based reviews, etc. We communicated that the Town is committed to top level pay, benefits, equipment and safety for our personnel. Will also be scheduling time for employees to meet with Council if they would like to. More information on that to come.

3B.**COMMUNICATIONS****Finance Report**

Finance Director Brian Lee presented the Finance report.

3C.**COMMUNICATIONS****Law Enforcement Report:**

Captain Measimer presented the Law Enforcement report.

3D.**COMMUNICATIONS****Fire Department Report:**

Fire Chief Dunn presented the Fire Department report.

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

- Sklya Credit Union held a ribbon cutting recently in Harrisburg
- Attended Hickory Ridge Elementary School Career Day – highlighted our Parks and Recreation Department
- Presented a Proclamation for National Skilled Nursing Care Week
- Attended a Human Trafficking seminar recently
- New Chick Fil A in Farmington held their ribbon cutting
- Attended Public Works Week festivities and enjoyed judging the annual eating contest
- Attended Breakfast of the Arts – saw performances by over 140 kids

- Attended ribbon cutting for new Cabarrus County Courthouse with Councilmember Dellinger. Beautiful facility – very well designed
- Congratulations to the Hickory Ridge High School Softball Team- they were runners up in the State competition, and the team will be here in July. We look forward to seeing them and congratulating them in person.
- Governor Cooper issued an official proclamation honoring Harrisburg's 50th Anniversary
- Rockin the Burg Concert last week was a huge success. Have gotten lots of positive feedback.
- Scotty McCreery has been announced as the headlining act for our 50th Anniversary Celebration on October 14th. There has been a lot of positive talk about this in the community. Very exciting news.

3F.

COMMUNICATIONS

COUNCIL COMMENTS

Councilmember Patrick

- Asked who is checking our AEDs. Jim Spina, Parks and Recreation Director, stated that they are getting ready to contract with a third party to handle this, and Tihisha Sharif, Human Resources Director, stated that the ones in our buildings are handled by our Safety Wardens.
- Recently contacted by a gentleman from the Cabarrus County Historic Preservation Society concerning a structure (Boxwood Manor Barn) on the Philip Morris property that is slated for demolition. We have the opportunity to have that structure if we want it.

Councilmember Russo

- Speaking about the Fire Department situation, those employees just want Council to appreciate them. It's not really about equipment, etc. It's about the people. Encouraged Council members to speak with Fire employees individually.

Rob Donham, Town Manager

- Encouraged Council the engage and interact with employees, but reminded them that going in to specifically discuss personnel issues would be inappropriate.

Councilmember Smith

- Thanked Mallory Hodgson, Public Works Director, and her staff for handling the Lucas Court issue and getting that project done.
- Asked if there will be an opening act for Scotty McCreery. Jim Spina stated that there will be a regional act, but it has to be approved by Scotty and they are working to get that taken care of.

Councilmember Dellinger

- Need to get some gravel out at the entrance to the parking lot at Harris Depot.

4A.

PUBLIC HEARING

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 (Countryside Residential) to Town of Harrisburg - RL (Residential Low Density).

This request for rezoning was continued from the Town Council's May 8, 2023, meeting, due to the applicant not being present to discuss the possible dedication of right-of-way along Robinson Church Road.

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, in order to have access to 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 Harrisburg Area Land Use Plan (HALUP) Future Land Use Map (FLUM) designates this property as "Low Density

Residential (LDR)", which calls for a density range of 1-2 dwelling units per acre. The RL zoning district also has a density limit of 1-2 dwelling units per acre. At a density of 0.18 dwelling units per acre, the subject parcel meets both the RL dimensional requirements of the UDO and the HALUP FLUM.

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.

The public hearing was opened.

Speaking: none

The public hearing was then closed.

After some discussion, the following action was taken:

MOTION:

Councilmember Patrick made a motion to approve the applicant's request for rezoning of property located at 9771 Robinson Church Road - Case # H-2022-18-R, consisting of approximately 5.59 acres, **contingent on approval of related request for annexation**. Second was made by Mayor Pro-Tem Price. **The motion passed 7-0.**

The following Consistency Statement was then proposed:

CONSISTENCY STATEMENT:

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

MOTION:

Mayor Pro-Tem Price made a motion to approve the Consistency Statement as presented. Second was made by Councilmember Thevenin. **The motion passed 7-0.**

The public hearing for the annexation question was opened.

Speaking: none

The public hearing was then closed.

After some discussion, the following action was taken:

MOTION:

Councilmember Patrick made a motion to approve the request for annexation of property located at 9771 Robinson Church Road, consisting of approximately 5.59 acres. Second was made by Mayor Pro-Tem Price. **The motion passed 7-0.**

5A.

OLD BUSINESS

Consideration of adoption of new Board of Adjustment Rules of Procedure. In the Fall of 2022, Town Council directed Town staff to evaluate bylaw consistencies of all current Boards and Committees and report back with those results, particularly number of members, term limits and appointment processes. This evaluation was done and presented to Council in January 2023. Council then directed staff to present amended bylaws for all boards that are consistent with each other and further, to evaluate the viability of each board. These results were discussed with Town Council at the April 2023 Council meeting. In the May 2023 Council meeting, Town Council adopted new bylaws for the Parks and Recreation Advisory Board, Arts, Culture and Heritage Committee and rules of procedure for the Planning and Zoning Board. Due to complexities with the Board of Adjustment, as many of its requirements are outlined by State Statute, additional time was needed to draft the new rules of procedure. Because of this, there are some differences with this Board compared to the others.

First, the new Rules of Procedure for the Board of Adjustment calls for a fully separate board from the Planning and Zoning Board. There may be members of the P&Z Board that are appointed to the Board of Adjustment, but it is not automatically the same members for both boards.

Below is a summary of the key items relating to this Board.

- No. of members - 5 (additionally 2 alternate members of the Board shall be appointed)
- ETJ Requirements - One of the five members shall be the ETJ member appointed to the P&Z Board, or as described in Rule 1 of their Rules of Procedure
- Length of terms - 3 years
- Term limits - 2 terms (6 years), off 4 yrs, reset
- Term end date - 6/30
- Meeting attendance requirements - 75%
- Quorum for meeting - min of 3 of 5

After some discussion, the following action was taken:

MOTION:

Councilmember Cotell made a motion to approve the new Board of Adjustment Rules of Procedure as presented. Second was made by Councilmember Thevenin. **The motion passed 7-0.**

5B.

OLD BUSINESS

Discussion of final YMCA operating Agreement. At the May 2023 Town Council meeting, Council voted to adopt an operating agreement between the Town and the Rowan-Cabarrus YMCA for the new YMCA facility to be built in Harrisburg Park. This was approved subject to certain additional items added to the agreement. Below is a list of items added per Council's direction:

- Transfer of Land
- Default by YMCA
- Sunset Provision
- Right of First Refusal
- Future Sale by YMCA

Staff and legal counsel have worked together to ensure all items have been addressed. This revision has been shared with members of the YMCA and they have agreed to these additional terms.

MOTION:

Councilmember Russo made a motion to approve the final operating agreement with the YMCA with the revisions presented tonight. Second was made by Councilmember Patrick. **The motion passed 7-0.**

6A.

NEW BUSINESS

Consideration to extend the terms of Planning and Zoning Board members Andy Rathke, Thelma Thorne-Chapman and Jacob Carpenter through August 14, 2023, to facilitate the appointment process for replacement board members. The terms of Andy Rathke, Thelma Thorne-Chapman and Jacob Carpenter expire on June 30, 2023. In accordance with the recently adopted Town Council policy for Boards and Commissions, Andy and Thelma are term-limited and not eligible for re-appointment to the Board. Jacob is eligible for reappointment but has indicated that he will not be seeking reappointment. Staff has started the process for soliciting applications to fill these openings, but the review and appointment process will not be completed before June 30th, which would leave the Board with only three (3) active members - which is less than the minimum number required to hold a meeting. To allow for sufficient time for the review and appointment of replacement members to the Board, staff is requesting that the Town Council extend the terms of Andy, Thelma and Jacob through the August Town Council Meeting (8/14), at which time it is anticipated that Town Council will appoint the new members.

After some discussion, the following action was taken:

MOTION:

Mayor Pro-Tem Price made a motion to extend the terms of Planning and Zoning Board members Andy Rathke, Thelma Thorne-Chapman and Jacob Carpenter through August 14, 2023. Second was made by Councilmember Patrick. **The motion passed 7-0.**

7.

ACTION ITEMS

- Look into Boxwood Manor Barn historic preservation
- Gravel at Harris Depot
- Add appointment of Planning Board members to July agenda
- Bring information concerning round-about beautification next month

8.

ADJOURNMENT:

MOTION:

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

ATTEST:

Jennifer Teague, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of a Municipal Agreement with NCDOT for NC Highway 49 Improvements - Phase II

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved; motion to approve the attached Municipal Agreement, as presented.

Description/Background:

The Highway 49 Improvements Phase II project is part of a multi-phase development plan for the NC 49 corridor, intended to improve access, safety, congestion, and the aesthetic appeal of the corridor. Phase II will seek to improve these aspects by replacing the existing two-way-left-turn-lane with a raised median and adding landscaping through the corridor between Cedar Drive and Morehead Road.

This project was approved for federal funding through the Surface Block Transportation Grant in Fall 2022, with 80% federal funding and a 20% match of local funds.

This municipal agreement is an agreement with the North Carolina Department of Transportation (NCDOT) defining the roles, responsibilities, financial obligations, and project deliverables of both NCDOT and the Town of Harrisburg prior to beginning the project.

Recommendation:

Staff recommends approval of the municipal agreement between the Town and the North Carolina Department of Transportation

Fiscal Impact:

The fiscal impact of this agreement to the Town is \$1,835,750, 20% of the estimated cost of the project. The remaining 80% of eligible project expenses (up to \$7,343,000) shall be funded by the Surface Transportation Block Grant and administered through reimbursement. The Town budgeted for this grant and its related expenditures in the FY24 Budget Process.

Attachments:

1. LPMO_Municipal_Agreement_-_Harrisburg NC49 Improvements Ph2_HL-0062

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Harrisburg

County: Cabarrus

TIP: HL-0062

Project: NC Highway 49 Improvements - Phase II

Scope: The construction of Phase II of the NC Highway 49, consisting of median improvements along the NC 49 corridor from Cedar Drive to Morehead Road (SR 1300) to mitigate and control congestion.

Eligible Activities:

PE	50669.2.1	Design
		Environmental
ROW	50669.2.1	ROW Acquisition
	50669.2.2	Utility Relocation
CON	50669.3.1	Construction
FEDERAL-AID	5066901	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$7,343,000	80 %	\$1,835,750	20 %
Total Estimated Cost		\$9,178,750		

Responsibility: The Harrisburg shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

CABARRUS COUNTY

DATE: 5/23/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: HL-0062

AND

WBS Elements: PE 50669.2.1

ROW 50669.2.1

UTL 50669.2.2

HARRISBURG

CON 50669.3.1

FEDERAL-AID NUMBER: 5066901

CFDA #: 20.205

Total Funds [NCDOT Participation] \$7,343,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Harrisburg, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for NC Highway 49 Improvements - Phase II, hereinafter referred to as the Project, in Cabarrus County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$7,343,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction of Phase II of the NC Highway 49, consisting of median improvements along the NC 49 corridor from Cedar Drive to Morehead Road (SR 1300) to mitigate and control congestion.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is BGDA. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum amount of Seven Million Three Hundred Forty-Three Thousand Dollars (\$7,343,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$7,343,000	80%	\$1,835,750	20%
Total Estimated Cost		\$9,178,750		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$917,875 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along

with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the NC Highway 49 Improvements - Phase II, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$7,343,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department’s rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department’s guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department’s Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement

by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

HARRISBURG

BY: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(FINANCE OFFICER)

Federal Tax Identification Number

Harrisburg

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ June 6, 2023 (Date)



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of a Municipal Agreement with NCDOT for Caldwell Road Extension - Phase I

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved; motion to approve the attached Municipal Agreement, as presented.

Description/Background:

The Caldwell Road Extension Phase I project is part of a multi-phase project to construct a connector road between NC 49 and US 29. Phase I improvements include extending the existing Caldwell Road north from NC 49 approximately 3,000 LF and includes all modifications to the intersection of Caldwell Road and NC 49.

This project was approved for federal funding through the Surface Block Transportation Grant in Fall 2022, with 80% federal funding and a 20% match of local funds.

This municipal agreement is an agreement with the North Carolina Department of Transportation (NCDOT) defining the roles, responsibilities, financial obligations, and project deliverables of both NCDOT and the Town of Harrisburg prior to beginning the project.

Recommendation:

Staff recommends approval of the municipal agreement between the Town and the North Carolina Department of Transportation

Fiscal Impact:

The fiscal impact of this agreement to the Town is \$1,221,400, 20% of the estimated cost of the project. The remaining 80% of eligible project expenses (up to \$4,885,600) shall be funded by the Surface Transportation Block Grant and administered through reimbursement. The Town budgeted for this grant and its related expenditures in the FY24 Budget Process.

Attachments:

1. LPMO_Municipal_Agreement_-_Harrisburg Caldwell Road Ext_HL-0063

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Harrisburg

County: Mecklenburg

TIP: HL-0063

Project: Caldwell Road Extension

Scope: The Project consists of the construction of Phase 1 fo improvements including extending SR 1173 north of NC 49 for approximately 3,000 ft and includes all modifications to the intersection of Caldwell Road and NC 49.

Eligible Activities:

PE	50663.1.1	Design
		Environmental
ROW	50663.2.1	ROW Acquisition
	50663.2.2	Utility Relocation
CON	50663.3.1	Construction
FEDERAL-AID	5066301	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$4,885,600	80 %	\$1,221,400	20 %
Total Estimated Cost		\$6,107,000		

Responsibility: The Harrisburg shall be responsible for all aspects of the project.

NORTH CAROLINA
MECKLENBURG COUNTY

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 5/17/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

HARRISBURG

TIP #: HL-0063

WBS Elements: PE 50663.1.1

ROW 50663.2.1

UTILITY 50663.2.2

CON 50663.3.1

FEDERAL-AID NUMBER: 5066301

CFDA #: 20.205

Total Funds [NCDOT Participation] \$4,885,600

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Harrisburg, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Caldwell Road Extension, hereinafter referred to as the Project, in Mecklenburg County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$4,885,600 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General

Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;

- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction of Phase 1 of improvements including extending SR 1173 north of NC 49 for approximately 3,000 ft and includes all modifications to the intersection of Caldwell Road and NC 49.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design

- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is BGDA. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum amount of Four Million Eight Hundred Eighty-Five Thousand Six Hundred Dollars (\$4,885,600), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$4,885,600	80%	\$1,221,400	20%
Total Estimated Cost		\$6,107,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$610,700 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along

with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Caldwell Road Extension, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$4,885,600 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for

allowable costs set forth in 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department’s rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

▪ PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department’s guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

▪ INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department’s Financial Management Division.

▪ TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

▪ FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

HARRISBURG

BY: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(FINANCE OFFICER)

Federal Tax Identification Number

Harrisburg

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ June 6, 2023 (Date)



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of a Municipal Agreement with NCDOT for Hickory Ridge Road Sidewalk Extension

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved; motion to approve the attached Municipal Agreement, as presented.

Description/Background:

The Hickory Ridge Road Sidewalk extension is a project to construct a span of sidewalk on Hickory Ridge Road connecting to existing sidewalk at the intersection of Stallings Road and Harrisburg Veterans Rd and existing sidewalk on Hickory Ridge Road at Hickory Ridge Middle School. The project will consist of approximately 3,300 LF of 5-foot wide concrete sidewalk, a pedestrian bridge with a span of 60 LF, installation of a Rectangular Rapid Flashing Beacon at Bridge Pointe Drive, and the addition of a signalized crosswalk at the intersection of Stallings Road and Harrisburg Veterans Road.

This project was approved for federal funding through the Transportation Alternatives Program Grant in Fall 2022, with 80% federal funding and a 20% match of local funds.

The municipal agreement is an agreement with the North Carolina Department of Transportation (NCDOT) defining the roles, responsibilities, financial obligations, and project deliverables of both NCDOT and the Town of Harrisburg prior to beginning the project.

Recommendation:

Staff recommends approval of the municipal agreement between the Town and the North Carolina Department of Transportation

Fiscal Impact:

The fiscal impact of this agreement to the Town is \$415,600, 20% of the estimated cost of the project. The remaining 80% of eligible project expenses (up to \$1,662,400) shall be funded by the Surface Block Transportation Grant and administered through reimbursement. The Town budgeted for this grant and its related expenditures in the FY24 Budget Process.

Attachments:

1. LPMO_Municipal_Agreement_-_Hickory Ridge Rd Sidewalk Ext_BL-0086

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Town of Harrisburg

County: Cabarrus

TIP: BL-0086

Project: Hickory Ridge Road Sidewalk Extension

Scope: the construction of a public sidewalk extension of approximately 3,300 LF of 5-foot-wide concrete sidewalk, a pedestrian bridge with a span of 60 LF, and the addition of a signalized crosswalk to the existing intersection of SR 1161 (Stallings Road) and SR 1304 (Harrisburg Veterans Road).

Eligible Activities:

PE	50847.1.1	Design
		Environmental
ROW	50847.2.1	ROW Acquisition
	50847.2.2	Utility Relocation
CON	50847.3.1	Construction
FEDERAL-AID	5084701	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
TADA	\$1,662,400	80 %	\$415,600	20 %
Total Estimated Cost		\$2,078,000		

Responsibility: The Town of Harrisburg shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

CABARRUS COUNTY

DATE: 5/22/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: BL-0086

AND

WBS Elements: PE 50847.1.1

ROW 50847.2.1

UTL 50847.2.2

TOWN OF HARRISBURG

CON 50847.3.1

FEDERAL-AID NUMBER: 5084701

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,662,400

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Harrisburg, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Hickory Ridge Road Sidewalk Extension, hereinafter referred to as the Project, in Cabarrus County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,662,400 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction of a public sidewalk extension of approximately 3,300 LF of 5-foot-wide concrete sidewalk, a pedestrian bridge with a span of 60 LF, and the addition of a signalized crosswalk to the existing intersection of SR 1161 (Stallings Rd) and SR 1304 (Harrisburg Veterans Rd).

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Transportation Alternatives Program. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse **80%** of eligible expenses incurred by the Municipality up to a maximum amount of One Million Six Hundred Sixty -Two Thousand and Four Hundred Dollars (\$1662,400), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
TADA	\$1,662,400	80%	\$415,600	20%
Total Estimated Cost		\$2,078,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$207,800 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in

writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required

thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections

133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules

and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.

- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this

Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Hickory Ridge Road Sidewalk Extension, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$1,662,400 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the

Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the

Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

TOWN OF HARRISBURG

BY: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(FINANCE OFFICER)

Federal Tax Identification Number

Town of Harrisburg

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ July 6, 2023 (Date)



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of a Contract for Millbrook Pump Station Upgrades and related FY2024 Budget Ordinance Amendments

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved, Motion to award the attached contract to Carolina Lift Stations for the improvements to Millbrook Pump Station and the related FY2024 Budget Ordinance Amendments.

Description/Background:

In October 2021, the Town Council approved a design for the decommissioning of the existing Millbrook Pump Station by installing approximately 1,600 LF of 8-inch gravity sewer main to the existing Town sewer main. The project was designed and bid for construction. However, construction estimates came back nearly three times higher than anticipated due to high material and labor costs that the Town is facing on virtually all of its projects. The high construction costs led Town staff to re-evaluate the pump station decommissioning program and determine ways to maintain high functioning pump stations. It was at this time staff notified Town Council that working on a upgrade option would be more cost effective and fiscally responsible.

Town Staff met with several contractors but only one contractor was able to deliver a turn-key pump station upgrade. The lift station was designed and constructed nearly 40 years ago and no major upgrades to the pump station have occurred since its original construction. The Town will utilize Carolina Lift Stations for bypass pumping, installation of new pumps and fittings, and a new electrical panel.

The Town reached out to four contractors, three of whom offered proposals but only Carolina Lift Stations was able to deliver the full project scope.

Recommendation:

Staff recommends award of the attached contract for the Millbrook Pump Station Upgrades to Carolina Lift Stations

Fiscal Impact:

The fiscal impact of this project is \$187,220. The original project budget for decommissioning the pump station (construction costs only) was \$700,000. This version of the project is still classified as a capital expenditure given both its impact on the useful life of the station and its cost. All unexpended funds from the original project are returned to the Water and Sewer Capital Reserve Fund for use on future projects. The upgrade project will prolong the life of the pumpstation and increase its reliability, resulting in fewer call-outs and reducing the risk of sanitary sewer overflow.

The previous decommissioning project was closed on June 30, 2023 and all funds intended for the project were returned to the Capital Reserve Fund. The attached FY2024 Budget Ordinance amendments provide \$200,000 of those funds for use on this renovation/upgrade project.

Attachments:

1. est 5101 Millbrook revised 2
2. Millbrook PS Upgrades - Contract - 6-26-2023

3. Amendment - WS Millbrook PS Upgrades Project 07102023
4. Amendment - CRF-WS Millbrook PS Upgrades Project 07102023

Carolina Lift Stations
PO Box 746
York, SC 29745

Estimate

Date	Estimate #
6/15/2023	5101

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

Lift Station	Millbrook Lift Station
Project	35338-Station Rehab 04/19/2023

Description	Qty	Cost	Total
PROPOSED WORK: Customer requested cost for station rehab and wet well coating.			
Labor, material, and equipment to travel to station and install bypass pump to maintain flow of station, and test. Remove existing Gorman Rupp pumps and enclosure. Remove existing wet well hatch and install new precast lid with aluminum hatch. Meet septic service on site to dewater and clean wet well. Set up and perform OSHA Permitted Confined Space Entry (CSE). Prepare and pour new concrete floor in wet well and install new pump bases. Install new vertical discharge pipe and guide rails. Hydro blast and coat wet well. Install new check valves, isolation valves, air relief valve, and associated pipe/fittings to tie into force main. Install new control panel rack and stainless steel duplex control panel. Install new conduit to disconnect switch and wet well. Pull wire for power, pumps and floats. Terminate wiring in control panel and test rotation of pumps. Install two new Flygt 11 HP, 3 PH pumps in wet well and test station for proper operation / leaks. Restore flow to station and perform start up report.	1	150,046.69	150,046.69
Wet well coating by subcontractor	1	16,386.00	16,386.00
Contingency	1	10,000.00	10,000.00
Cabarrus County, NC Sales Tax	1	10,786.84	10,786.84

Estimate is valid for 30 days; Customer will be promptly notified of any heretofore unidentified conditions which significantly increase labor or parts requirements. Freight costs, 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	\$187,219.53
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CONTRACT FOR MILLBROOK 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. **Millbrook Pump Station Upgrades** which includes:
 - a. Labor, Material, and Equipment to travel to station and install bypass pump to maintain flow of station, and test,
 - b. Removal of existing Gorman Rupp pumps and enclosure,
 - c. Removal of existing wet well hatch and installation of new precast lid with aluminum hatch,
 - d. Dewatering and cleaning of wet well,
 - e. Preparation and installation of new concrete floor in wet well,
 - f. Installation of new pump bases, vertical discharge pipe, and guide rails,
 - g. Coordination and payment to subcontractor for Hydro blasting and coating of wet well, to meet appropriate ANSI and AWWA standards,
 - h. Installation of new check valves, isolation valves, air relief valve, and associated pipe/fittings to tie into existing force main,
 - i. Installation of new conduit to disconnect switch and wet well,
 - j. Installation of wire for power, pumps and floats,
 - k. Termination of wiring in control panel,
 - l. Testing and installation of two new Flygt 11 HP, 3 PH pump sin wet well and final testing of station for proper operation/leaks,
 - m. Restoration of flow to the pump station and provide Owner with start up report,
 - n. Traffic Control and disposal fees, if required, will be the responsibility of the Contractor.

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 7310 Galvan Way, Harrisburg, NC.**
3. **All work shall meet NCDEQ, WSACC, and Town of Harrisburg Standards.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- 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 6/15/2023**
 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 for completion of the work in accordance with the work described in Article 1. Payment shall be made as a lump sum. See Article 11 for instructions to Contractor for Payment applications. Contractor is responsible for any increase to labor, freight, mileage, fuel and/or consumable/environmental surcharges and fluctuations in material pricing. Use of contingency fund shall only be upon written authorization of the Public Works Director.

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Work as Described in Estimate Number 5101, Dated 6/13/2023, less Wet Well coating	LS	1	150,046.69	150,046.69
2	Wet Well Coating by Sub-Contractor	LS	1	16,386.00	16,386.00
3	Contingency	LS	1	10,000	10,000
	Tax	LS	1	\$10,786.84	10,786.84
Total Not to Exceed Price of all extended prices for Estimated Quantities of Work					\$187,219.53

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:

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

- Workers' Compensation:

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

- Commercial General Liability:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 1,000,000

Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000

c. Automobile Liability herein:

Combined Single Limit of:	\$ 1,000,000
Annual Aggregate:	\$ 1,000,000

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)



AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

Section 1. Amend Water and Sewer Fund to account for the Millbrook Pump Station Upgrade Project.

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

Increase line item 400-6000-57103	\$ 200,000
Capital Outlay	
2024-6000-011	

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

Increase line item 400-49555	\$ 200,000
Transfers In – Capital Reserve Fund – Water and Sewer Fund	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 10th day of July 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

- Section 1.** Amend Capital Reserve Fund – Water and Sewer to account for the Millbrook Pump Station Upgrade Project.
- Section 2.** To amend the Capital Reserve Fund – Water and Sewer, the appropriations are to be changed as follows:
- | | |
|--------------------------------------|------------|
| Increase line item 650-8500-59110 | \$ 200,000 |
| Transfers Out – Water and Sewer Fund | |
- Section 3.** To amend the Capital Reserve Fund – Water and Sewer, the revenues are to be changed as follows:
- | | |
|------------------------------|------------|
| Increase line item 650-48599 | \$ 200,000 |
| Appropriated Fund Balance | |
- Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.
- Section 5.** That this ordinance shall be effective upon its passage. Adopted this 10th day of July 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of the Stallings Sidewalk Extension Phase 1 Construction Contract and related Reimbursement Resolution

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved; Motion to award the Stallings Sidewalk Extension - Phase 1 Construction Contract to Carolina Siteworks, Inc. in the amount of \$245,311.00 and approve the related Reimbursement Resolution

Description/Background:

This project was identified to address an area of need with the 2017 Town Transportation Bond. The Stalling Sidewalk Extension - Phase 1 will install a 5' wide concrete sidewalk from Bovine Ln to the limits of the Harmony Subdivision at Raging Ridge Road roundabout. This project will provide safer pedestrian transportation along the Stallings Road corridor and is the first of multiple Town projects to provide pedestrian connectivity between the schools and public facilities in this area.

The Town of Harrisburg bid the project with the bid opening date of June 20th, 2023. The advertisement resulted in the receipt of three qualified bids. Town Staff reviewed the bids and selected Carolina Siteworks, Inc. as the lowest qualified bidder, for a contract total of \$245,311.00 which includes a 10% contingency added to the bid price of \$223,010.00.

Carolina Siteworks, Inc. has a demonstrated history of successful projects with the Town and staff feels confident in their ability to complete this project.

Recommendation:

Staff recommends approval of the attached contract with Carolina Siteworks, Inc. and the related Reimbursement Resolution.

Fiscal Impact:

The Fiscal Impact for this project to the Town is \$245,311.00 which includes a 10% contingency added to the bid price of \$223,010.00. This project is funded with the 2017 Transportation Bond.

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

The attached reimbursement resolution allows the Town to issue the final round of General Obligation Bonds at a later date and reimburse itself for any funds expended on this contract prior to that debt issuance.

Attachments:

1. 2023 0623_Construction Contract_Stallings Sidewalk Ph 1
2. Reimbursement Resolution - Stallings Sidewalk Phase 1 07102023

CONTRACT FOR CONSTRUCTION OF

STALLINGS SIDEWALK EXTENSION – PHASE 1

This Contract is by and between Town of Harrisburg (Owner) and
Carolina Siteworks, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. 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. **Stallings Sidewalk Extension – Phase 1** which includes **a public sidewalk extension along Stallings Road with driveway apron replacements, ADA compliant curb ramp, and stormwater drainage improvements.**
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **along the east side of SR 1161, between Bovine Lane and Raging Ridge Road.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

3. Payment bond.
4. Specifications listed in the Table of Contents.
5. Drawings as listed on the Drawing Sheet Index.
6. Addenda.
7. Exhibits to this Contract, including the Contractor's Bid and adjusted contract scope.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. The Work will be substantially completed within **90** days after the Notice to Proceed has been issued and completed and ready for final payment within **120** days after the Notice to Proceed has been issued.

3.02 Liquidated Damages

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

3.03 Delays in Contractor's Progress

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

interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

ARTICLE 4 - CONTRACT PRICE

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

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
- B. Total Contract Price as per the adjusted project scope, attached hereto as an exhibit, shall be **\$245,311.00** as per the adjusted scope of work which includes a 10% contingency allowance added to the bid price of **\$223,010.00**. (subject to final Unit Price adjustment) It is the Town's sole discretion if any Contingency Allowance is to be spent during the project. Any remaining funds in the Contingency Allowance will not be paid to the Contractor upon project completion.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

5.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII 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	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000

c. Automobile Liability herein:

Combined Single Limit of:	\$ 1,000,000
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- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability policies shall include and list Owner and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- F. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

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 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, Owner 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 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 Owner 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 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 Owner 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 Owner 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 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Owner specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Owner will provide timely review of shop drawings and samples.
- E. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Owner's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Owner and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous submittals.
- H. Shop drawings are not Contract Documents.

6.11 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.

6.12 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.

6.13 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 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. Owner shall make payments to Contractor as provided in this Contract.
- B. Owner shall provide Site and easements required to construct the Project.
- C. 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.
- D. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- E. 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.
- F. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

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

8.02 Change Orders

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

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

10.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Owner has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. 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 Owner. 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 Owner, no more frequently than monthly, to Owner. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- 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 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.

11.05 Substantial Completion

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

11.06 Final Inspection

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

11.07 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.

11.08 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. 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 15.02.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 Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner 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, 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 the state in which the Project is located.

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

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

OWNER: Town of Harrisburg

CONTRACTOR: Carolina Siteworks, Inc.

By: _____

By: _____

Title: _____

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:

4100 Main Street, Suite 101

PO Box 280

PO Box 100

China Grove, NC 28023

Harrisburg, NC 28075

License No.: 45224
(where applicable)

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

By: _____

Date: _____

Title: Finance Officer



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

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

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

1. **Expenditures to be Incurred.** The Borrower anticipates incurring expenditures (the "Expenditures") for the Stallings Road Sidewalk Extension Phase I Project, referred to as the "Project."
2. **Plan to Finance.** The Borrower intends to finance the costs of the Project with the proceeds of debt to be financed with a financial institution (the "Borrowing"), the interest on which is to be excluded from gross income for Federal Income tax purposes.
3. **Maximum Principal Amount of Debt to be Borrowed.** The maximum principal amount of the Borrowing to be incurred by the Borrower to finance the Project is not to exceed \$2,350,000, the total construction and issuance costs for the combined transportation projects.
4. **Declaration of Official Intent to Reimburse.** The Borrower hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

This resolution is effective upon its adoption this 10th day of July, 2023.

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ adopted by the Harrisburg Town Council on the 10th day of July, 2023.

[Clerk]

Date



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Acceptance of Lucas Court into the Town's Street Maintenance System

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved, Motion to execute the attached resolution accepting Lucas Court into the Town's street maintenance system, with a value of \$78,240 in asphalt.

Description/Background:

Lucas Court was an existing private roadway within the Town of Harrisburg. Council approved funding to construct Lucas Court in the FY23 budget. The Town has reviewed and inspected all of the infrastructure and improvements associated with Lucas Court and recommends acceptance of the street into the Town's maintenance system.

Along with acceptance of the road, the Town must also accept a value of those assets to properly account for them in the Town's financial records. Based on the attached engineer's cost estimate, the value has been determined to be \$78,240 in asphalt infrastructure.

Recommendation:

Staff recommends the approval of the attached resolution to accept Lucas Court into the Town's maintenance system.

Fiscal Impact:

There is no direct fiscal impact to the Town for taking over these streets aside from the future maintenance costs of the streets. The engineer's estimate for the improvements is \$78,240 in asphalt.

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

Attachments:

1. Lucas Ct - Council Resolution for Acceptance
2. Lucas Ct - Engineer Estimate 6-20-2023
3. Lucas Ct - Recorded Final Plat

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

BOOK 94 PAGE 45
REQUEST FOR TOWN OF
HARRISBURG TO ACCEPT ASPHALT
LUCAS COURT

Whereas, this is to certify that The Town of Harrisburg installed asphalt on Lucas Court which is recorded in Book 94 Page 45, dated November 11, 2022; and labeled as 45' Public Right-of-Way; and labeled as Lucas Court; and is located in the Town of Harrisburg,

Whereas, existing right of way is measured 45 feet wide from road center,

Whereas, asphalt (\$78,240) has been installed on this street to the standards and specifications of the Town of Harrisburg Engineering Department,

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

The Town of Harrisburg seeks to accept the above mentioned asphalt into the Town's system, to be owned and maintained as a part of the Town's public roadway system.

Adopted this 10th day of July, 2023

Jennifer Teague, Mayor

Attest:

Janet Rackley, Town Clerk

Lucas Ct Road Estimate
Prepared by Town of Harrisburg Engineering Staff

Description	Quantity	Unit	Unit Price Estimate	Total
Lucas Court (652' at 18' Width)	1304	SY	\$ 60.00	\$ 78,240
	Pavement/Sidewalk Subtotal			\$ 78,240
Grand Total Engineer's Estimates for Road Improvements				\$ 78,240

This estimate is for the installed road improvements for Lucas Ct. Town Staff utilized 2021 construction contract invoices and bond estimates to determine rates, which include labor to construct.

PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY 47-30.2)

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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

Greg Belk (PDG) 11/03/2022
REVIEW OFFICER

CERTIFICATE OF FINAL PLAT APPROVAL

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

8-25-22 DATE [Signature] DIRECTOR OF PLANNING

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER
SYSTEMS AND OTHER IMPROVEMENTS HAVE BEEN DESIGNED AND INSTALLED, OR THEIR
INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATIONS
AND STANDARDS OF HARRISBURG AND THE STATE OF NORTH CAROLINA IN THE SUBDIVISION.

11/1/2022 DATE [Signature] DIRECTOR OF ENGINEERING AND PUBLIC WORKS

LEGEND

- DB = DEED BOOK
- PG = PAGE
- PB = PLAT BOOK
- R/W = RIGHT OF WAY
- N/F = NOW OR FORMERLY
- NAD = NORTH AMERICAN DATUM
- NAVD = NORTH AMERICAN VERTICAL DATUM
- CGF = COMBINED GRID FACTOR
- FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
- FIRM = FLOOD INSURANCE RATE MAP
- NGS = NATIONAL GEODETIC SURVEY
- SF = SQUARE FEET
- AC = ACRES
- (T) = TOTAL DISTANCE
- (F) = FOUND
- CP = COMPUTED POINT
- CONC = CONCRETE
- ASPH = ASPHALT
- GRVL = GRAVEL
- = FOUND CORNER (AS DESCRIBED)
- = COMPUTED POINT (UNLESS OTHERWISE NOTED)
- = UTILITY POLE
- = GUY ANCHOR
- = LIGHT POLE
- = MAIL BOX
- = WATERMETER
- = CLEAN OUT
- = PROPERTY LINE (BASED ON PB 26 PG 61)
- = ADJOINING PROPERTY LINE (NOT SURVEYED)
- = RIGHT OF WAY
- = CONCRETE SURFACE
- = ASPHALT SURFACE
- = GRAVEL SURFACE
- = PRIVATE R/W TO BE ABANDONED
- = PROPOSED 45' DEDICATED R/W
- = PRIVATE R/W TO BE DEDICATED PUBLIC R/W
- (A) = PARCEL DESIGNATION (THIS PLAT)

VICINITY MAP

NO SCALE

NORTH ORIENTED TO
NC GRID (NAD 83/2011)

LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N81°54'38"E	14.64'	L10	N83°02'34"W	11.80'	L19	N21°57'41"W	6.74'
L2	S67°49'11"E	112.08'	L11	N85°34'25"W	41.95'	L20	S21°01'35"W	12.81'
L3	S76°20'34"E	81.87'	L12	N85°34'25"W	14.61'	L21	S85°34'25"E	56.56'
L4	S83°02'34"E	36.13'	L13	N83°02'34"W	102.08'	L22	S83°02'34"E	210.00'
L5	S83°02'34"E	62.46'	L14	N76°20'34"W	87.86'	L23	S17°50'54"W	22.91'
L6	S85°34'46"E	56.42'	L15	N67°49'11"W	115.44'	L24	S83°02'34"E	30.01'
L7	S83°02'34"E	0.50'	L16	S81°54'38"W	2.59'	L25	N05°24'15"E	26.24'
L8	S83°02'34"E	209.39'	L17	N23°53'48"W	11.80'	L26	N05°24'15"E	18.77'
L9	N83°02'34"W	228.32'	L18	N22°59'56"W	28.05'	L27	S75°58'35"E	30.34'

NCGS MONUMENT "VALHALLA"
NC GRID COORD
(NAD83/2011)
NORTHING=575,745.90 US FT
EASTING=1,501,994.59 US FT

S27°17'3"E
99.4077 (GRID)
99.4231 (GROUND)

#5 REBAR SET
NC GRID COORD
(NAD83/2011)
N=566,911.32 US FT
E=1,506,551.92 US FT
CGF=0.99984511

R/W AREAS BY PARCELS		
PARCEL	AREA SF	AREA AC
A	5,159	0.118
B	2,917	0.067
C	2,735	0.063
D	5,324	0.122
E	1,129	0.026
F	6,199	0.142
G	4,718	0.108
H	731	0.017

CERTIFICATE OF SURVEY AND ACCURACY

STATE OF NORTH CAROLINA, GASTON COUNTY

I, MARK E. FUNKHOUSER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY
SUPERVISION (DEED DESCRIPTION AS SHOWN HEREON), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM
INFORMATION SHOWN; THAT THE UNADJUSTED RATIO OF PRECISION AS CALCULATED IS 1:52,844.

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION
F-11-C(1), "THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR
OTHER EXEMPTION OR
EXCEPTION TO THE DEFINITION OF SUBDIVISION."

INFORMATION USED FOR THE GRID TIE

CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.04
TYPE OF GPS FIELD PROCEDURE: NCVRS
DATE OF SURVEY: 04/25/2022
DATUM/EPOCH: NAD83/2011
PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "VALHALLA"
GEOID MODEL: GEOID 12B
COMBINED GRID FACTOR(S): 0.99984511
UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE
22ND DAY OF AUGUST, 2022.

[Signature]
MARK E. FUNKHOUSER, NCPS L-3602



FILED Nov 03, 2022 02:20 pm
BOOK 00094
PAGE 0045 THRU 0045
INSTRUMENT # 31878
EXCISE TAX \$0.00
FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS

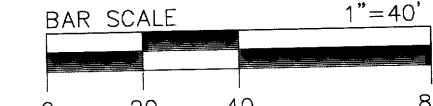
This drawing and/or the design shown are the property of ESP Associates, Inc. The
reproduction, alteration, copying or other use of this drawing without their written
consent is prohibited and any infringement will be subject to legal action.

ESP Associates, Inc.

NOTES:

- HORIZONTAL CONTROL AND TIE TO NGS MONUMENT "VALHALLA" ESTABLISHED WITH GPS SURVEY USING NCGS VRS
NETWORK. HORIZONTAL DATUM - NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD 83/2011).
- THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHTS-OF-WAY.
- AREAS COMPUTED BY COORDINATE METHOD.
- UNADJUSTED RATIO OF PRECISION: 1:52,844.
- SUBJECT TRACTS ZONED: RE (PER CABARRUS COUNTY GIS)
- RIGHT OF WAY ACREAGE OF LUCAS COURT IS: 0.664 ACRES (BY SURVEY)
- SUBJECT TAX PARCEL NUMBERS: 5506666954, 5506668904, 5506669807, 5506762609, 5506760681, 5506667736,
5506762835 & 5506760847
- SUBJECT TRACT DEED REFERENCE: DB 1722 PG 4; DB 7984 PG 235; DB 663 PG 28; DB 7302 PG 314; DB 11027 PG 1;
DB 13250 PG 124; 11313 PG 304; DB 6808 PG 69; PB 29, PG 61.
- SUBJECT PARCEL IS GRAPHICALLY LOCATED WITHIN ZONE "X" (OTHER AREAS) - AREAS DETERMINED TO BE OUTSIDE THE
0.2% ANNUAL CHANCE FLOODPLAIN, PER FEMA FIRM MAP NUMBER 3710550600K WITH A EFFECTIVE DATE OF 11/16/2018.
- 643 LF DEDICATED PUBLIC RIGHT OF WAY.

CURVE TABLE				
CURVE #	LENGTH	RADIUS	BEARING	CHORD
C1	50.19'	95.00'	S82°57'17"E	49.61'
C2	26.42'	50.00'	N82°57'17"W	26.11'

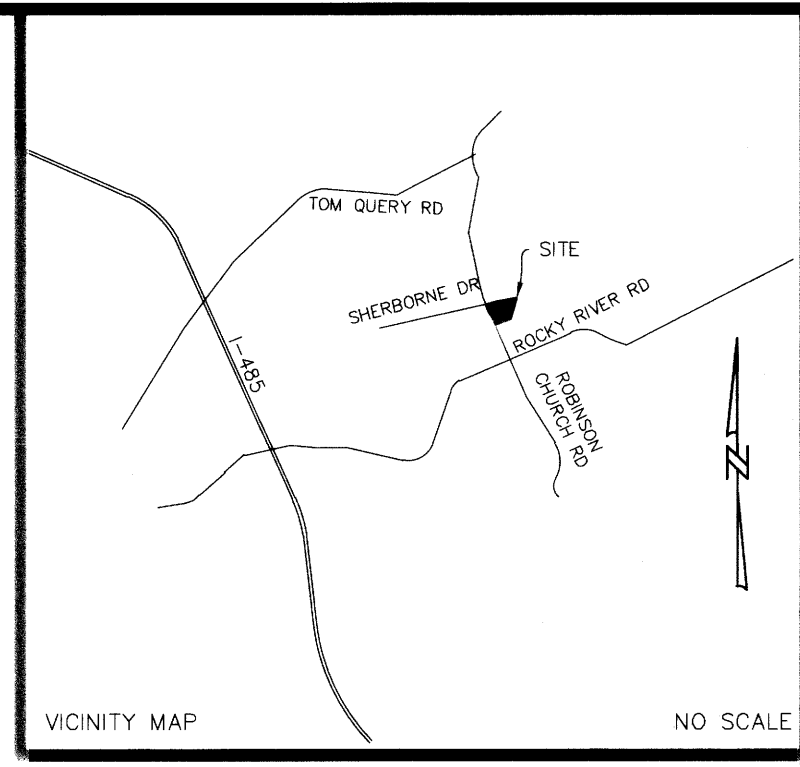


SEE SHEET 2 OF 2 FOR
ADDITIONAL CERTIFICATIONS

NO.	DATE	REVISION	BY
45' DEDICATED PUBLIC RIGHT OF WAY OF LUCAS COURT			
LOCATED IN: NO. 1 TOWNSHIP TOWN OF HARRISBURG CABARRUS COUNTY NORTH CAROLINA			
CLIENT: TOWN OF HARRISBURG 4100 MAIN STREET, SUITE 101 HARRISBURG, NC. 28075 (704)-206-8779			
PROJECT NO. K008.800.000			
SCALE 1"=40'			
DATE 08/22/22			
DRAWN BY MEF			
CHECKED BY WPF			
DATE SURVEYED JUNE, 2022			
DRAWING NO. K008LUCAS CT.WORKING			
SHEET 1 OF 2			



ESP Associates, Inc.
20484 Chartwell Center Dr.
Suite D
Cornelius, NC 28031
704-990-9428
www.espassociates.com



PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY 47-30.2)

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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

Rug Bell (DOB) 11/03/2022
REVIEW OFFICER

CERTIFICATE OF FINAL PLAT APPROVAL.

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

8-22-25 DATE [Signature] DIRECTOR OF PLANNING

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS.

I HEREBY CERTIFY THAT ALL STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER IMPROVEMENTS HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATIONS AND STANDARDS OF HARRISBURG AND THE STATE OF NORTH CAROLINA IN THE SUBDIVISION.

11/1/2022 DATE William Hodgson, P.E. DIRECTOR OF ENGINEERING AND PUBLIC WORKS

CERTIFICATE OF SURVEY AND ACCURACY

STATE OF NORTH CAROLINA, GASTON COUNTY

I, MARK E. FUNKHOUSER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE UNADJUSTED RATIO OF PRECISION AS CALCULATED IS 1:92,844.

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-C(1), "THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION."

INFORMATION USED FOR THE GRID TIE:

CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.04
TYPE OF GPS FIELD PROCEDURE: NCVRS
DATE OF SURVEY: 04/25/2022
DATUM/EPOCH: NAD83/2011
PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "VALHALLA"
GEOID MODEL: GEOID 128
COMBINED GRID FACTOR(S): 0.99984511
UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 22ND DAY OF AUGUST, 2022.

MARK E. FUNKHOUSER, NCPLS L-3602



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ESP Associates, Inc.



ESP Associates, Inc.
20484 Chartwell Center Dr.
Suite D
Cornelius, NC 28031
704-990-9428
www.espassociates.com

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HARRISBURG, AND THAT I HEREBY SUBMIT THIS PLAN OF PUBLIC RIGHT OF WAY DEDICATION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS NOTED.

9-1-2022 DATE Nathaniel Winkley OWNER

NOTARY CERTIFICATION

CABARRUS COUNTY,
NORTH CAROLINA

I, Shelly L Price, A NOTARY PUBLIC FOR SAID COUNTY,

AND STATE, DO HEREBY CERTIFY THAT Nathaniel Winkley PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL, THIS THE

1st DAY OF Sept, 2022. Shelly L Price MY COMMISSION EXPIRES: 9-14-25

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HARRISBURG, AND THAT I HEREBY SUBMIT THIS PLAN OF PUBLIC RIGHT OF WAY DEDICATION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS NOTED.

9/6/2022 DATE Morgan Lee Ence OWNER

NOTARY CERTIFICATION

CABARRUS COUNTY,
NORTH CAROLINA

I, Shelly L Price, A NOTARY PUBLIC FOR SAID COUNTY,

AND STATE, DO HEREBY CERTIFY THAT Morgan Lee Ence PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL, THIS THE

6th DAY OF Sept, 2022. Shelly L Price MY COMMISSION EXPIRES: 9-14-25

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HARRISBURG, AND THAT I HEREBY SUBMIT THIS PLAN OF PUBLIC RIGHT OF WAY DEDICATION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS NOTED.

Sept 6, 2022 DATE Priscilla A Partz OWNER

NOTARY CERTIFICATION

CABARRUS COUNTY,
NORTH CAROLINA

I, Shelly L Price, A NOTARY PUBLIC FOR SAID COUNTY,

AND STATE, DO HEREBY CERTIFY THAT Priscilla A Partz PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL, THIS THE

6th DAY OF Sept, 2022. Shelly L Price MY COMMISSION EXPIRES: 9-14-25

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HARRISBURG, AND THAT I HEREBY SUBMIT THIS PLAN OF PUBLIC RIGHT OF WAY DEDICATION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS NOTED.

9/7/2022 DATE Arizona Davis OWNER

NOTARY CERTIFICATION

CABARRUS COUNTY,
NORTH CAROLINA

I, Shelly L Price, A NOTARY PUBLIC FOR SAID COUNTY,

AND STATE, DO HEREBY CERTIFY THAT Arizona Davis PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL, THIS THE

7th DAY OF Sept, 2022. Shelly L Price MY COMMISSION EXPIRES: 9-14-25

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HARRISBURG, AND THAT I HEREBY SUBMIT THIS PLAN OF PUBLIC RIGHT OF WAY DEDICATION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS NOTED.

9-7-22 DATE Blanche Davis OWNER

NOTARY CERTIFICATION

CABARRUS COUNTY,
NORTH CAROLINA

I, Shelly L Price, A NOTARY PUBLIC FOR SAID COUNTY,

AND STATE, DO HEREBY CERTIFY THAT Blanche Davis PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL, THIS THE

7th DAY OF Sept, 2022. Shelly L Price MY COMMISSION EXPIRES: 9-14-25

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HARRISBURG, AND THAT I HEREBY SUBMIT THIS PLAN OF PUBLIC RIGHT OF WAY DEDICATION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS NOTED.

10/21/2022 DATE A Moir Khan OWNER

NOTARY CERTIFICATION

CABARRUS COUNTY,
NORTH CAROLINA

I, Shelly L Price, A NOTARY PUBLIC FOR SAID COUNTY,

AND STATE, DO HEREBY CERTIFY THAT A Moir Khan PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL, THIS THE

21st DAY OF Oct, 2022. Shelly L Price MY COMMISSION EXPIRES: 9-14-25

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HARRISBURG, AND THAT I HEREBY SUBMIT THIS PLAN OF PUBLIC RIGHT OF WAY DEDICATION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS NOTED.

10-27-2022 DATE George Taylor OWNER

NOTARY CERTIFICATION

CABARRUS COUNTY,
NORTH CAROLINA

I, Shelly L Price, A NOTARY PUBLIC FOR SAID COUNTY,

AND STATE, DO HEREBY CERTIFY THAT George Taylor PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL, THIS THE

27th DAY OF Oct, 2022. Shelly L Price MY COMMISSION EXPIRES: 9-14-25

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HARRISBURG, AND THAT I HEREBY SUBMIT THIS PLAN OF PUBLIC RIGHT OF WAY DEDICATION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS NOTED.

DATE _____ OWNER _____

NOTARY CERTIFICATION

CABARRUS COUNTY,
NORTH CAROLINA

I, _____, A NOTARY PUBLIC FOR SAID COUNTY,

AND STATE, DO HEREBY CERTIFY THAT _____ PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL, THIS THE

____ DAY OF _____, 2022.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

SEE SHEET 1 OF 2 FOR
BOUNDARY INFORMATION

NO.	DATE	REVISION	BY
45' DEDICATED PUBLIC RIGHT OF WAY OF LUCAS COURT			
LOCATED IN: NO. 1 TOWNSHIP TOWN OF HARRISBURG CABARRUS COUNTY NORTH CAROLINA			
CLIENT: TOWN OF HARRISBURG 4100 MAIN STREET, SUITE 101 HARRISBURG, NC. 28075 (704)-206-8779			
PROJECT NO. KO08.800.000 SCALE N/A DATE 08/22/22 DRAWN BY MEF CHECKED BY WPF DATE SURVEYED JUNE, 2022 DRAWING NO. KO08.LUCAS CT.WORK.DWG SHEET 2 OF 2			

FILED Nov 03, 2022 02:20 pm
BOOK 00094
PAGE 0046 THRU 0046
INSTRUMENT # 31879
EXCISE TAX \$0.00
FILED CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2017-11-R: Calloway-Essex Homes - Consider adoption of Development Agreement between Town of Harrisburg and Stanley Martin Homes, LLC

Presenting Personnel:

Zac Gordon, Planning Director

Suggested Motion or Action:

Hold Public Hearing to consider adoption of a "Development Agreement" between the Town of Harrisburg and Stanley Martin Homes, LLC, for public improvements to be made by Stanley Martin Homes, in conjunction with the development of a 70-lot age-restricted (55+) single family detached home community at the intersection of Robinson Church Road and Rocky River Road.

Motion to approve "Development Agreement" between the Town of Harrisburg and Stanley Martin Homes, LLC, for public improvements to be made by Stanley Martin Homes, in conjunction with the development of a 70-lot age-restricted (55+) single family detached home community at the intersection of Robinson Church Road and Rocky River Road, to allow Town Attorney to make any necessary editorial changes to finalize the "Development Agreement" and to authorize the Town Manager to sign the agreement.

Motion to approve the related FY2024 Budget Ordinance Amendments totaling \$100,000.

Description/Background:

BACKGROUND:

On February 13, 2018, the Town Council approved a rezoning request for a 70-lot age-restricted development, located at the southeast quadrant of the intersection of Rocky River Road and Robinson Church Road (8969 and 9089 Robinson Church Road). As part of this approval, the developer is responsible for construction of improvements in the public right-of-way, as noted on the approved "Preliminary Plat" for the Calloway Subdivision, dated August 7, 2020, as follows:

Description of Public Improvements. The Developer shall be fully responsible for the following:

- Design and construction of a west bound left turn lane from Robinson Church Road onto Rocky River Road and any required signal modifications for the added turn lane.
- Design and construction of improvements on Robinson Church Road associated with the entrance to the project site.
- Removal and decommissioning of the existing Kensington Forest Pump station including the removal of the asphalt road providing access to the station and, once removed, seeding the disturbed areas.

Additional Work. In addition to the public improvements detailed above, the Town of Harrisburg has requested, and the Developer has agreed to construct the following, herein referred to as "additional work":

- Design and construction of an east bound left turn lane from Robinson Church Road onto Rocky River Road.

- Design and construction of additional storage capacity in the North bound left turn lane from Rocky River onto Robinson Church

Town Reimbursement for Additional Work. Town has agreed to reimburse the Developer for the cost of improvements associated with the intersection improvements for Robinson Church Road, North of its intersection with Rocky River Road and for any required improvements along Rocky River Road (the “Project”) up to an amount not to exceed \$100,000.

To ensure that the public improvements described above and agreed to by both the Town and Stanley Martin Homes, LLC, the Town has prepared a “Development Agreement” setting forth the responsibilities and obligations of both parties. This agreement has been reviewed and approved by the Town’s attorney, Rich Koch and the attorney for Stanley Martin Homes, LLC, Cynthia A. Jones, Esq. with the law firm of Ayers Dortch & Lyons, PA.

Recommendation:

Town staff is recommending that the Town Council approve the “Development Agreement” between the Town and Stanley Martin Homes, LLC. Once approved, the developer will record the agreement and the Town will grant “Construction Document” and "Final Plat" approval in accordance with the requirements of the Town’s UDO.

Staff is also recommending approval of elated FY2024 Budget Ordinance Amendments totaling \$100,000.

Fiscal Impact:

As noted above, this agreement has a cost of \$100,000 for the contribution toward offsite intersection improvements. These will be funded from the Capital Reserve Fund - General Fund.

Attachments:

1. H-2017-11-R DA Staff Report
2. H-2017-11-R_Calloway Development_Agreement-DRAFT
3. Exhibit B - Existing Conditions Survey
4. Exhibit C - Development Plan
5. Exhibit E - Wastewater Allocation and Commitment Policy
6. H-2017-11-R Public Hearing Notice
7. H-2017-11-R Abutter Notice for Development Agreement PH - 7-10-23
8. Amendment - CRF-GF - Calloway Essex Homes Transportation Improvements 07102023
9. Amendment - GF - Calloway Essex Homes Transportation Improvements 07102023



Town of Harrisburg
Planning and Zoning Department
Rezoning Staff Report – Town Council:
July 10, 2023 Meeting

DATE: June 28, 2023

SUBJECT:

Case Number: H-2017-11-R

Request: Consider Adoption of Development Agreement between the Town of Harrisburg and Stanley Martin Homes, LLC

Project Name: Calloway

Location: 8969 and 9089 Robinson Church Road

Applicant: Ron E. Willing, Director of Land Development, Stanley Martin Homes

Staff Report Prepared by: Zac Gordon, AICP, Planning Director

BACKGROUND:

On February 13, 2018, the Town Council approved a rezoning request for a 70-lot age-restricted development, located at the southeast quadrant of the intersection of Rocky River Road and Robinson Church Road (8969 and 9089 Robinson Church Road). Following approval of this plan, the developer and Town mutually agreed to additional off-site public right-of-way improvements for the Calloway Subdivision as follows:

Description of Public Improvements. The Developer shall be fully responsible for the following:

- Design and construction of a west bound left turn lane from Robinson Church Road onto Rocky River Road and any required signal modifications for the added turn lane.
- Design and construction of improvements on Robinson Church Road associated with the entrance to the project site.
- Removal and decommissioning of the existing Kensington Forest Pump station including the removal of the asphalt road providing access to the station and, once removed, seeding the disturbed areas.

Calloway Development Agreement – Staff Report to Town Council

June 29, 2023

Additional Work. In addition to the public improvements detailed above, the Town of Harrisburg has requested, and the Developer has agreed to construct the following, herein referred to as “additional work”:

- Design and construction of an east bound left turn lane from Robinson Church Road onto Rocky River Road.
- Design and construction of additional storage capacity in the North bound left turn lane from Rocky River onto Robinson Church

Town Reimbursement for Additional Work. Town has agreed to reimburse the Developer for the cost of improvements associated with the intersection improvements for Robinson Church Road, North of its intersection with Rocky River Road and for any required improvements along Rocky River Road (the “Project”) up to an amount not to exceed \$100,000.

To ensure that the public improvements described above and agreed to by both the Town and Stanley Martin Homes, LLC, the Town has prepared a “Development Agreement” setting forth the responsibilities and obligations of both parties. This agreement has been reviewed and approved by the Town’s attorney, Rich Koch and the attorney for Stanley Martin Homes, LLC, Cynthia A. Jones, Esq. with the law firm of Ayers Dortch & Lyons, PA.

STAFF RECOMMENDATION:

Town staff is recommending that the Town Council approve the above-referenced “Development Agreement” between the Town and Stanley Martin Homes, LLC. Once approved, the developer will record the agreement and the Town will grant “Construction Document” and Final Plat approval in accordance with the requirements of the Town’s UDO.

:zdg

Attachments

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

THE TOWN OF HARRISBURG, NORTH CAROLINA

AND

DRAFT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the “Agreement”) is entered into effective as of the ____ day of ____, 202_ (the “Effective Date”), by and between the Town of Harrisburg, a municipal corporation of the State of North Carolina (the “Town”) and Stanley Martin Homes, LLC (the “Developer”), a Delaware limited liability company. The project (“Project”) is known as _____. The Town and the Developer are sometimes separately referred to in this Agreement as a “party” or jointly referred to as the “parties”.

LEGAL FRAMEWORK

The North Carolina General Statutes (“N.C.G.S.”) §160D-1001 through §160D-1012, as it exists on the Effective Date of this Agreement (the “Development Agreement Act”), enables local governments to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Development Agreement Act.

N.C.G.S. 160D-1001(a)(1) provides that “Development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources.”

N.C.G.S. 160D-1001(a)(3) provides that “Because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and phasing of the private development.”

N.C.G.S. 160D-1001(a)(4) provides that “Such projects involved substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development.”

N.C.G.S. 160D-1001(a)(5) provides that “Such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.”

N.C.G.S. 160D-1001(a)(6) provides that “To better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need flexibility to negotiate such developments.”

In view of the foregoing, N.C.G.S. §160D-1001 through §160D-1012 (Development Agreements) expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of N.C.G.S. 160D-1001 through 1012, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly notice public hearing.

N.C.G.S. 160D-1004 provides that “a local government may enter into a development agreement with a developer for the development of property as provided in this Article for developable property of any size,” and that “development agreements shall be of a reasonable term specified in the agreement.”

In addition to any force of law conferred upon this Agreement by North Carolina law related to local governments, the terms of this Agreement are also contractual in nature, are a significant inducement and consideration to enter into this Agreement and may be enforced as contractual terms.

RECITALS

- A. The Developer is the fee simple owner of the real property described as Cabarrus County Property Real ID 01-024 -0023.00 and 01-024 -0033.00, as further depicted on **Exhibit E** and defined herein, and has the full and complete authority to enter into this Agreement.
- B. The Town is a local government entity, which is governed by its Town Council, and has full and complete authority to enter into this Agreement, which is being entered into for the public interest.
- C. The North Carolina Department of Transportation (the “NCDOT”) is the owner and maintenance provider of SR-1139 (“Rocky River Road”) and SR-1168 (“Robinson Church Road”).
- D. The parties have determined that it is in the best interest of each to enter into this Agreement as described below.
- E. The purpose of this Agreement is to facilitate the Development (as defined herein) of the Property, of which the Developer is the fee simple owner, in a way that best realizes the benefits to the parties.
- F. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties.
- G. The Development of the Property is consistent with the Town’s Unified Development Ordinance (“UDO”) and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the Town:
 - 1. Furthering the goals of securing an appropriate use and density on the Property and implementation of the Development Plan (as defined below); and
 - 2. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- H. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
 - 1. Development rights for an Age-Restricted 55+ community in compliance with the Federal HOPA Act (Housing for Older Persons Act), consisting of seventy (70) detached single-family units.
- I. The general benefits to be received by the Town from the Development of the Property include, without limitation:
 - 1. Enhancement of the tax base of the Town and provision of needed single-family housing; and
 - 2. Construction by Developer of public infrastructure as described in **Exhibit C** (“Development Plan”); and
 - 3. Development of the Property in accordance with the Harrisburg Area Land Use Plan (“HALUP”).
- J. This Agreement would be a companion item to Conditional Rezoning Case H-2017-11-R.

K. This Agreement was considered by the Harrisburg Town Council at its _____, 2023 meeting, in a duly called and advertised public hearing.

L. Pursuant to N.C.G.S. 160D-105, a public hearing regarding this Agreement was held at the _____, 2023 meeting of the Town Council. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the Town's website and at Town Hall.

M. The Town Council adopted the following, including Ordinance # _____ (**Exhibit A**) at its meeting on _____, 2023

NOW, THEREFORE, in consideration of the above Recitals and Terms contained below, the Developer and the Town agree as follows:

TERMS

1. **The Property.** The property to be developed pursuant to this Agreement is described and depicted in the map recorded in Book ____ Page ____ of the Cabarrus County Register of Deeds Office ("Property").
2. **Definitions.** Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere in this Agreement:
 - a) "Applicable Law" means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
 - b) "Current Regulations" means all ordinances, resolutions, regulations, and comprehensive plans adopted by the Town on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
 - c) "Development" shall have the same meaning as it does in the Harrisburg Unified Development Ordinance, Chapter 148: *Word Usage*.
 - d) "Zoning Permit" or "Development Permit" means any building permit, site plan, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
 - e) "Development Plan" means a type of plan that becomes part of the zoning of a property that establishes the level of development allowed absent further zoning action except as otherwise allowed or required under this Agreement, and which is incorporated into the zoning map change approved as part of Case Number H-2017-11-R, and as set forth on **Exhibit C** hereto.
 - f) "Development Schedule" means the schedule for development as shown in **Exhibit D**.
 - g) "Infrastructure" means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
 - h) "Local Government" means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.
 - i) "Parcel" means any lot of record on which Development may occur in accordance with the

Development Plan.

- j) “Project” means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.
 - k) “Property Owner” means (i) any person or entity, other than the Town, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.
3. Relationship of the Parties. This Agreement creates a contractual relationship between the parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant, principal/agent, association, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. This Agreement does not impose any partnership obligation or liability upon either party. Further, this Agreement is not intended to create, nor does it create a relationship whereby the conduct of Developer constitutes “state action” for any purposes.
4. Legislative Act. Any change in the Development Standards established by this Agreement and as set forth on Exhibit C, shall require the approval of Harrisburg Town Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of Town Council. Town Council adopted this Agreement only after following procedures required by Applicable Law.
5. Covenants Running with the Property. The conditions, covenants, and benefits set forth in this Agreement shall run with the Property, and every purchaser, assignee, or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be entitled to the benefits of this Agreement for a duration of five (5) years in accordance with the terms of this Agreement. In addition, even after the term of this Agreement shall have expired, the zoning for the Property as described in the Development Plan shall survive and shall apply to future development of the Property, unless the Property is subsequently rezoned.
6. Applicable Regulations.
- a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. § 160D-1001-1012 (Development Agreements), Development of the Property, including, without limitation, approval procedures and impact fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law.
 - b) Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. § 160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement.
 - c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity.
 - d) Updates to Town Ordinances. Where any Town ordinance, fee structure, resolution, or regulation adopted after of the date hereof (a “New Ordinance”), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the Town, and the Town shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or

any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.

7. Local Development Permits and Other Permits Needed. The parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Rezoning approval, Site Plan approval, plat approvals (preliminary or final), street, water, sewer, and stormwater construction drawing approval, zoning clearance permits, building permits, certificate of compliance, Town water and sewer permits, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.
8. Project Development
 - a) Project Development. Developer shall construct the Project substantially in accordance with the provisions of **Exhibit C** ("Development Plan"), including improvements within the public right-of-way, attached hereto and this Agreement.
 - i. Significant Changes. Significant changes to the Development Plan or the Development Agreement, which is incorporated into the Development Plan as a text commitment, shall be considered in accordance with the procedures set forth in the UDO and State law.
9. Town Obligations.
 - a) In accordance with the Town's **Wastewater Allocation and Commitment Policy** (see **Exhibit E**), Developer may apply for a Wastewater Allocation Permit ("Allocation Permit") to supply public water and sewer treatment for the Project as provided therein for an amount not to exceed 50 lots, or 12,000 gpd for Phase I of the Development and 20 lots, or 5,040 gpd for Phase II, or 17,040 gpd in total.
10. Other Approvals. To the extent that any county or other Local Government, state or federal approvals are required in connection with the Development of the Project, the Town shall use reasonable efforts to assist Developer in obtaining such approvals.
11. Developer Obligations.
 - A. Developer shall develop the property in accordance with the Development Plan and conditions of approval granted by the Town of Harrisburg on February 12, 2018, as enumerated below. For purposes of this section, "Applicant" shall mean and refer to Developer as herein defined.
 1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
 2. Applicant agrees to dedicate a fee in lieu of Public Open Space dedication for the 2.4 acres of required Public Open Space, in the amount of \$34,390 per acre, for a total of \$82,536.00. . All fee in lieu of dedications shall be made to the Town prior to final plat approval.
 3. Applicant agrees to restrict cladding materials for all buildings to masonry products; vinyl siding will not be used.
 4. Applicant agrees that during the preliminary plat process, if the RSOD buffers are revised to reflect the slope of the land adjacent to the stream bisecting the property, that any lots containing RSOD buffers be revised, removed, or redesigned so that no lots contain any RSOD buffer.
 5. Applicant agrees that the area labeled as "Proposed Future Roadway Connection To The East" on the site plan will be dedicated as street ROW during final platting.
 6. Applicant agrees to obtain a Driveway Permit from NCDOT subdivision access road providing access to Robinson Church Road. Furthermore, the applicant agrees to revise the site plan to

show the future ROW dedication area on both sides of the subdivision access road, and to dimension the future ROW from the current road centerline.

7. Applicant agrees that easements obtained for the sewer line connection to Reedy Creek will include pedestrian access rights to accommodate a future pedestrian access to Reedy Creek Greenway.

B. Developer shall also be responsible for construction of improvements in the public right-of-way, as noted on the approved "Preliminary Plat" for the Calloway Subdivision, dated August 7, 2020, as follows:

1. Description of Public Improvements. The Developer shall be fully responsible for the following:
 - a) Design and construction of a west bound left turn lane from Robinson Church Road onto Rocky River Road and any required signal modifications for the added turn lane;
 - b) Design and construction of improvements on Robinson Church Road associated with the entrance to the project site.
 - c) Removal and decommissioning of the existing Kensington Forest Pump station including the removal of the asphalt road providing access to the station and, once removed, seeding the disturbed areas.
2. Additional Work. In addition to the public improvements detailed above, the Town of Harrisburg has requested, and the Developer has agreed to construct the following, herein referred to as "additional work":
 - a) Design and construction of an east bound left turn lane from Robinson Church Road onto Rocky River Road.
 - b) Design and construction of additional storage capacity in the North bound left turn lane from Rocky River onto Robinson Church.
3. Town Reimbursement for Additional Work. Town has agreed to reimburse the Developer for the cost of improvements associated with the intersection improvements for Robinson Church Road, North of its intersection with Rocky River Road and for any required improvements along Rocky River Road (the "Project") up to an amount not to exceed \$100,000, as follows:
 - a. All costs incurred by the Developer will be documented by way of receipt of or proof of payment;
 - b. The Developer will keep the Town generally apprised of its contracted or expected costs as it relates to the Project prior to submission for reimbursement; and
 - c. All efforts will be made by the Developer to complete the Project at fair market pricing while working closely with the NCDOT and the Town to minimize costs.
4. Phasing of Development. The Developer shall phase the public improvements and additional work so that Phase 1 consisting of 50 lots may be platted and sold with only the sanitary sewer improvements being completed. No lots in Phase 2 can be platted and sold until all roadway improvements within Robinson Church Road and Rocky River Road are completed as outlined in Section 11.b) of this Agreement.

C. Developer will dedicate all public utilities and public right of way improvements to the Town and/or NCDOT as appropriate and required by Ordinance.

12. Payment by Town to Developer. Upon completion of the Project as deemed acceptable and approved

by NCDOT, the Developer will advise the Town in writing and submit an invoice for reimbursement. The Town will have 10 business days to review the invoice and accompanying documentation and agrees to compensate the Developer within 30 calendar days of receipt of such invoice in the form of check or wire transfer.

13. Schedule. All work relating to the Project shall be conducted in accordance with the specifications (zoning, details, etc.) as detailed in the applicable Project documents (site plan, construction drawings, etc.). No more than 50 lots may be platted prior to completion and acceptance of the offsite road improvements as detailed in Section 11.B of this Agreement.
14. Maintenance and Warranty. The Developer will be bound to warranty and maintenance of the Project after completion solely prescribed within any surety bond or other Project agreement entered into with the Town or the NCDOT.
15. Default.
 - a) Developer Default. Developer must initiate construction of the Project on or before 180 days following issuance of the Allocation Permit if no extension of utilities is required. In the event the extension of utilities is required, construction of the Project must be initiated on or before 180 days after issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit. If the developer fails to make continuous progress in the period following submission of construction plans for review and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit the projects sewer allocation may be revoked in the discretion of the Town as a material default under this Agreement. This requirement applies to construction for each phase of the Project for which an Allocation Permit is issued. If the Developer commits a material breach of the terms or conditions of this Agreement, Town shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Developer shall be permitted such time as reasonably necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.
 - b) Town Default. If the Town commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the Town setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Town shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Town shall be permitted such time as reasonably necessary to effect such cure so long as the Town shall use commercially reasonable efforts to diligently prosecute such cure.
16. Remedies.
 - a) Town Remedies for Developer Default. In the event of a Developer material breach of this Agreement and fails to cure such breach within a 60-day period following notice Town may
 - i) Refuse to issue certificates of compliance for the Development Project.
 - ii) Rescind any sewer allocation permit.
 - iii) Terminate this Agreement.
 - b) Developer Remedies. If the Town fails to cure any material breach within a 60-day period following notice, then such breach shall be a "Town Default" hereunder, and Developer may be entitled to reimbursement of an amount of actual provable damages suffered by Developer from that breach,

and shall not include any special, indirect, incidental, consequential or exemplary damages

17. General Provisions.

- a. Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate five (5) years thereafter. The end of the term of this Agreement (the "Termination Date"), as may be extended from time to time by the parties or earlier terminated in accordance with the provisions of this Agreement.
- b. Amendment. As required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the parties formed this Agreement. A major modification or significant change of this agreement shall include any change not agreed to by both parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.
- c. Severability. If any word, phrase, sentence, paragraph, or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- d. Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the parties' intentions with respect to the subject matter hereof.
- e. Further Assurances. The parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties shall cooperate in defending such action.
- f. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the parties established by this Agreement shall be Cabarrus County Superior Court.
- g. Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term "Developer" as used herein, shall denote (i) the named Developer herein, and (ii) any successor of Developer. The Developer shall record this Agreement in the Cabarrus County public records within fourteen (14) days after the execution of the Agreement by the parties. The rights and obligations contained herein shall run with the land.
- h. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not parties or successors and assigns to this Agreement.
- i. Estoppel. Each party agrees, from time to time, within thirty (30) days after request of another party, to deliver to the requesting party or such party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such party's knowledge, there are any existing defaults or matter which, with the passage of time,

would become defaults under this Agreement. It is understood and agreed that the party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.

- j. Representations and Warranties of the Developer. The Developer represents and warrants to the Town that:
- i) It is an entity duly organized, existing, and in good standing under the laws of the State of Delaware; and
 - ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k. Force Majeure. In addition to specific provisions of this Agreement, no party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such party's reasonable control or due to interference by another party, any date or times by which the parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such party. Written notice of such alleged delay shall be given to the other party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the parties. The parties agree that such consent to an extension of time shall not be unreasonably withheld.
- l. Construction of Agreement. Both parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a party hereto because such party drafted it or caused it to be drafted.
- m. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.
- n. E-Verify . For agreements that include construction or services, parties contracting with the Town as identified in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with a North Carolina local government entity.
- o. Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the Town:

Town Manager's Office
Town of Harrisburg
4100 Main Street
Harrisburg, North Carolina 28075
Email: rdonham@harrisburgnc.org

With copies to:

Town Attorney
Town of Harrisburg
3220 Prosperity Church Road, Suite 201
Charlotte, NC 28269
Email: lawoffice@richardkochlaw.com

To the Developer:

Director of Land Development
Stanley Martin Homes
820 Forest Point Circle, Suite 100,
Charlotte, NC 28273
Email: willingre@stanleymartin.com

With copies to:

Cynthia A. Jones, Esq.
Sellers Ayers Dortch & Lyons, PA
301 S. McDowell Street, Suite 410
Charlotte, NC 28204
Email: cjones@sellersayers.com

- p. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.
- q. Time for Performance. Any reference to “day” or “days” herein shall mean calendar day(s) unless otherwise specified, and any deadline or outside date set forth herein falling on a Saturday, Sunday, or holiday on which banks are closed for business in Harrisburg, North Carolina shall be automatically extended to the following business day.
- r. Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any Exhibits, the more stringent requirements shall apply.

[Separate Signature Page To Follow]

IN WITNESS WHEREOF, this Development Agreement has been executed by the parties on the day and year first above written.

TOWN OF HARRISBURG

By: _____
Robert Donham
Town Manager

Attest: _____
Janet Rackley, CMC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that Janet Rackley personally came before me this day and acknowledged that she is Town Clerk of the Town of Harrisburg, a North Carolina municipal corporation, and that by authority duly given and as the act of the Town of Harrisburg, the foregoing instrument was signed in its name by Robert Donham, Town Manager, sealed with its municipal seal and attested by her as its Town Clerk.

Witness my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

[SEAL]

My commission expires: _____

_____, LLC

By: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that (s)he is _____ of _____, , and that by authority duly given and as the act of the Town of Harrisburg, the foregoing instrument was signed in its name by _____.

Witness my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A

ORDINANCE

**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE
TOWN OF HARRISBURG AND _____, LLC**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes, and

WHEREAS, the Town of Harrisburg (“Town”) and _____, LLC (“Developer”) have negotiated an agreement in accord with and under the authority of the cited statutes, and

WHEREAS, a public hearing was held on _____, 20____ as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the Town finds that the Development Agreement is consistent with the Act, the Town’s adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement:

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

1. Pursuant to the authority granted to the Town by Article 10 of Chapter 160D of the North Carolina General Statutes, the Town hereby adopts the Development Agreement by and among the Town and the Developer, attached hereto (the “Development Agreement”), and authorizes the Manager to execute the Development Agreement.
2. This Ordinance is effective upon adoption.

Adopted this ____ day of _____, 20____.

Jennifer Teague, Mayor

Janet Rackley, MMC, Town Clerk

EXHIBIT B

Property Survey
(Attached)

DRAFT

EXHIBIT C

Development Plan
(Attached)

DRAFT

EXHIBIT D

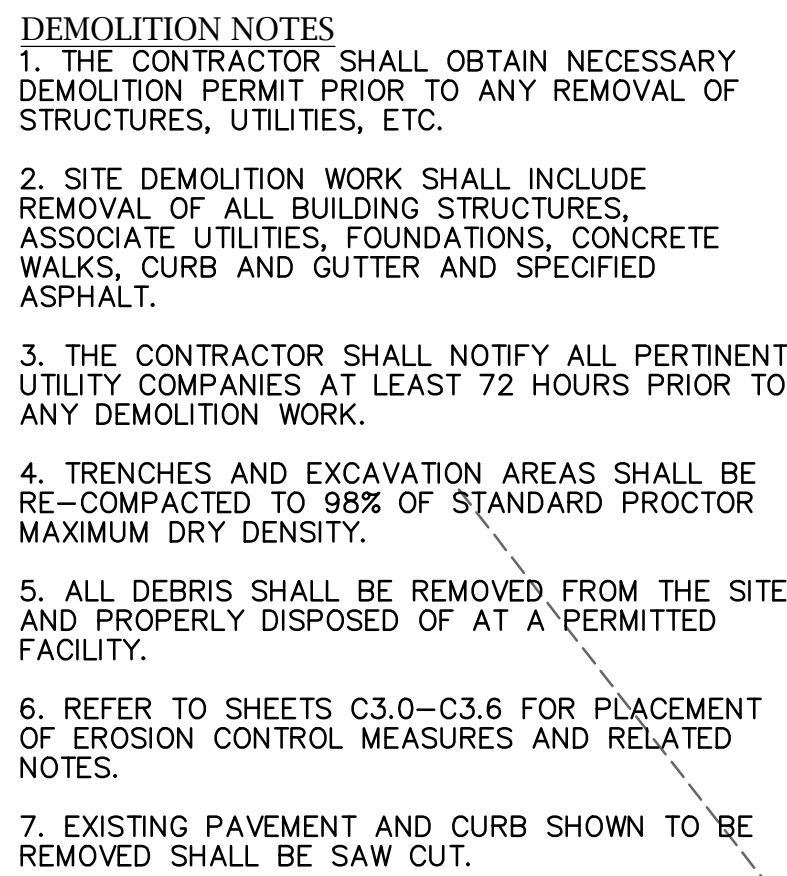
Development Schedule and Public Facilities Schedule/Scope of Work

1. Development of seventy (70) single-family detached homes in a residential community, including all infrastructure improvements for water, sanitary sewer, paving, and drainage, in accordance with the approved Construction documents for the Calloway Subdivision.
2. Comply with the requirements of the Town's **Wastewater Allocation and Commitment Policy** adopted by the Harrisburg Town Council on April 11, 2022.
3. Development Project is anticipated to be completed on or before 20 _____
but construction shall not be an obligation of Developer.

EXHIBIT E

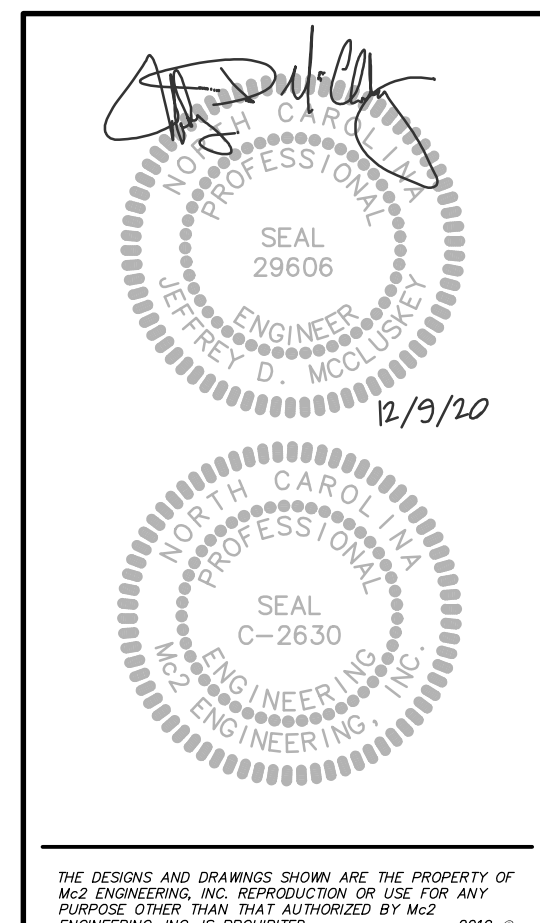
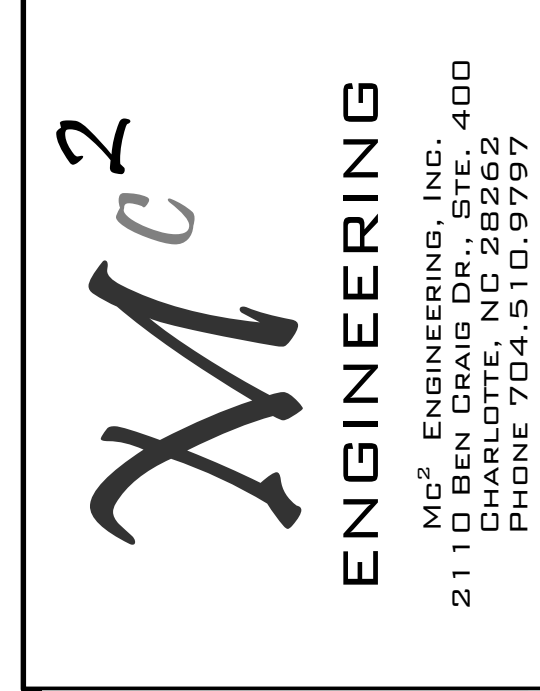
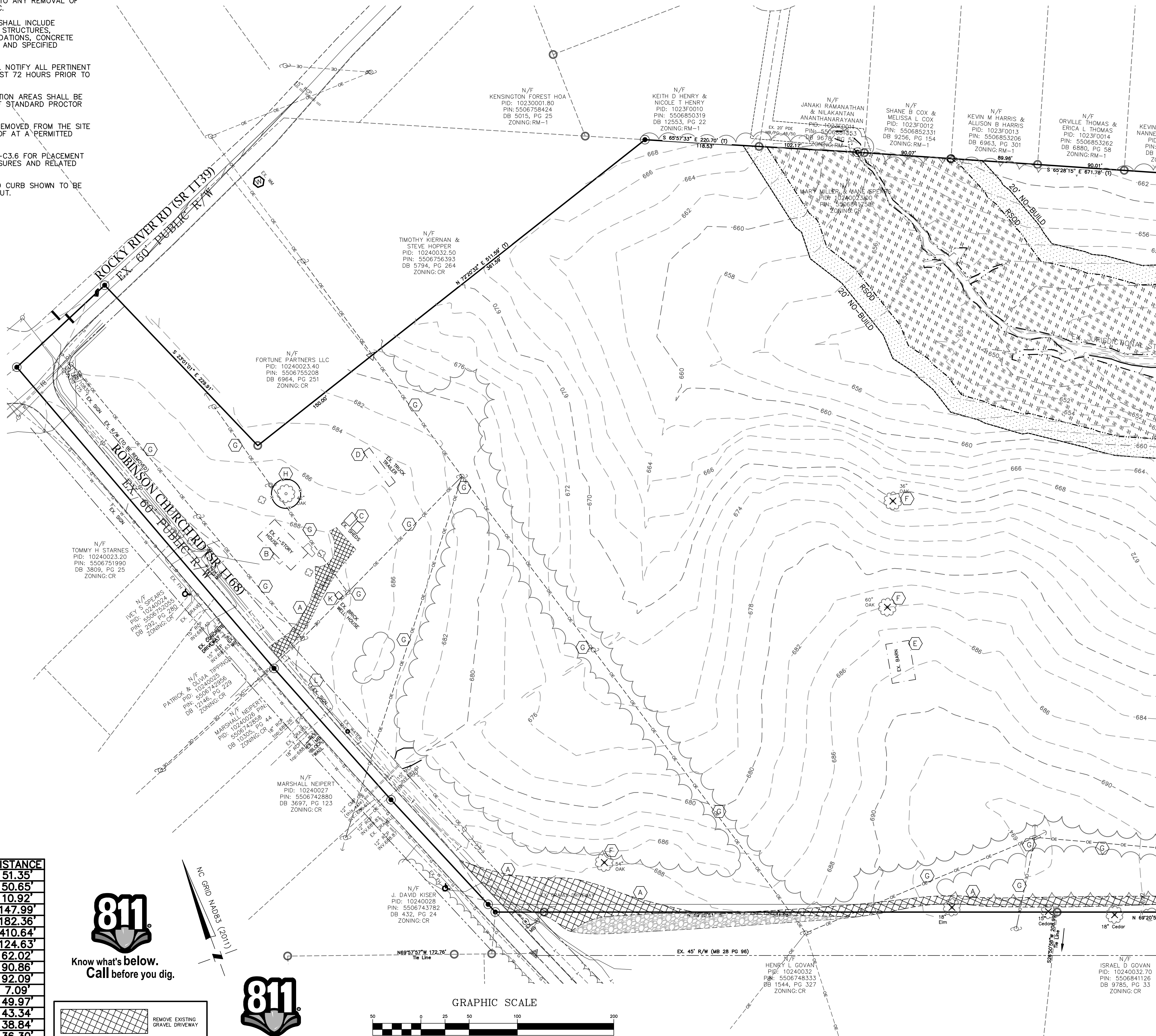
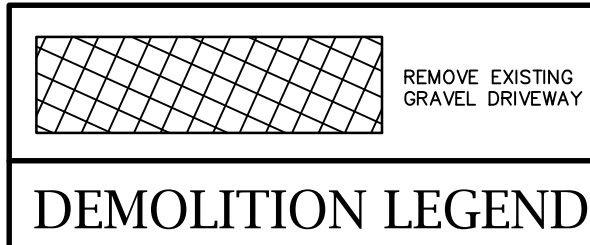
Town of Harrisburg
Wastewater Allocation and
Commitment Policy
(Attached)

DRAFT



- ### KEY NOTES
- (A) CONTRACTOR SHALL DEMOLISH EXISTING GRAVEL DRIVEWAY AS HATCHED. ADJACENT PROPERTIES SHALL HAVE ACCESS DURING ENTIRE DURATION OF PROJECT SEE SITE PLANS C2.1-C2.2.
 - (B) CONTRACTOR SHALL DEMOLISH EXISTING ONE-STORY HOUSE AND CONCRETE SIDEWALK AND PATIO.
 - (C) CONTRACTOR SHALL DEMOLISH EXISTING SHEDS.
 - (D) CONTRACTOR SHALL REMOVE EXISTING TRUCK TRAILER.
 - (E) CONTRACTOR SHALL DEMOLISH EXISTING BARN.
 - (F) CONTRACTOR SHALL REMOVE EXISTING TREES MARKED WITH "X"
 - (G) CONTRACTOR SHALL COORDINATE WITH DUKE ENERGY TO REMOVE AND RELOCATE EXISTING LIGHT POLES AND OVERHEAD ELECTRIC LINES.
 - (H) INSTALL PROPOSED TREE PROTECTION FENCE AT BEGINNING OF CONSTRUCTION SEE DETAIL 8/C9.1.
 - (I) CONTRACTOR SHALL REMOVE EXISTING BRICK WELL HOUSE AND CAP EXISTING WELL PER CABARRUS COUNTY ENVIRONMENTAL HEALTH REQUIREMENTS ALONG WITH COMPLETING THE NECESSARY ABANDONMENT PERMITS.

LINE	BEARING	DISTANCE
L1	N 69°20'51" W	51.35'
L2	N 69°20'51" W	50.65'
L3	N 22°13'19" W	10.92'
L4	N 22°13'19" W	147.99'
L5	N 21°02'18" W	182.36'
L6	N 19°51'19" W	410.64'
L7	N 67°37'25" E	124.63'
L8	N 65°53'47" W	62.02'
L9	N 00°48'24" W	90.86'
L10	S 75°15'53" E	92.09'
L11	S 75°15'53" E	7.09'
L12	S 70°04'13" E	49.97'
L13	S 25°34'03" W	43.34'
L14	N 69°57'57" W	38.84'
L15	S 17°17'03" W	36.30'
L16	N 65°14'50" E	66.18'
L17	S 03°25'55" E	20.42'



CALLOWAY
ROBINSON CHURCH ROAD AND ROCKY RIVER ROAD
HARRISBURG, NC

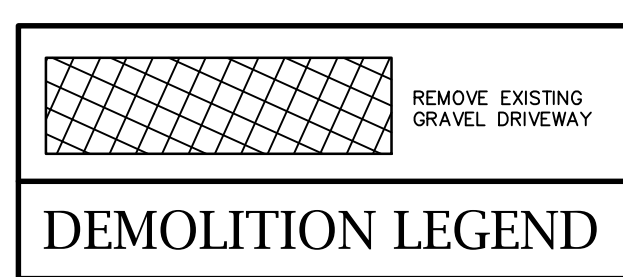
STANLEY MARTIN HOMES
13310 SOUTH RIDGE DR, SUITE A
CHARLOTTE, NC 28273

EXISTING
CONDITIONS &
DEMOLITION
PLAN - WEST

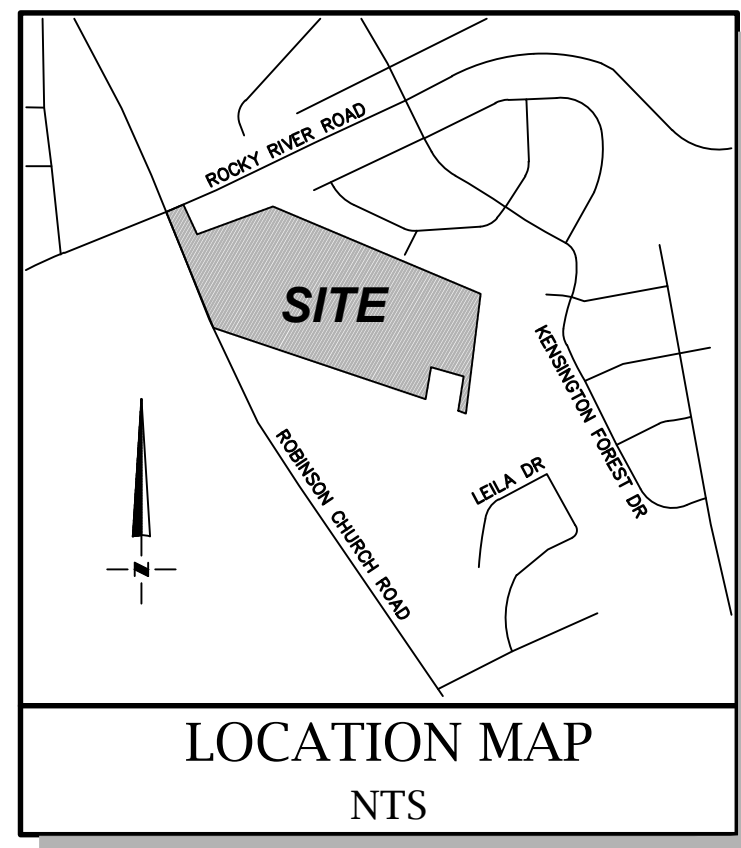
[illegible]

CAD FILE:	17-017 BASE.DWG
PROJECT NO.:	17-017
DESIGNED BY:	JDM
REVIEWED BY:	JDM
DATE:	JULY 26, 2019

C1.1



C1.2



CALLOWAY SUBDIVISION

ROBINSON CHURCH ROAD

HARRISBURG, NC

ANY ASPECT OF THE PLANS THAT DOES NOT MEET FEDERAL, STATE, OR LOCAL STANDARDS WILL REQUIRE ADJUSTMENT AND PLAN REVISION DURING THE CONSTRUCTION PHASE. APPROVAL OF THESE PLANS DOES NOT RELEASE DEVELOPER FROM ADHERENCE TO ALL APPLICABLE STANDARDS.

GENERAL NOTES:

- ALL PIPE SHALL HAVE A TRACE SAFE WATER BLOCKING TRACER OR APPROVED EQUAL INSTALLED WITH IT, PER NC811 LAW.
- ALL STREET LIGHTING SHALL BE LED, COBRA STYLE AT EACH INTERSECTION AND HAGERSTOWN STYLE LIGHTS. FINAL APPROVAL OF LIGHTING PLAN TO BE APPROVED BY TOWN OF HARRISBURG PRIOR TO FIRST PLAT.
- ALL PIPE SHALL BE BED IN ACCORDANCE WITH NCDOT SCD 300.01.
- ALL STREET DESIGN SHALL MEET NCDOT STANDARDS AT A MINIMUM.
- ABC MUST BE COVERED WITH INTERMEDIATE ASPHALT WITHIN 5 DAYS OF PLACEMENT.
- ALL ROADWAYS TO HAVE SILT FENCE PLACED AT BACK OF CURB THROUGHOUT PROJECT, AFTER SUBGRADE PROOF ROLL IS COMPLETE.

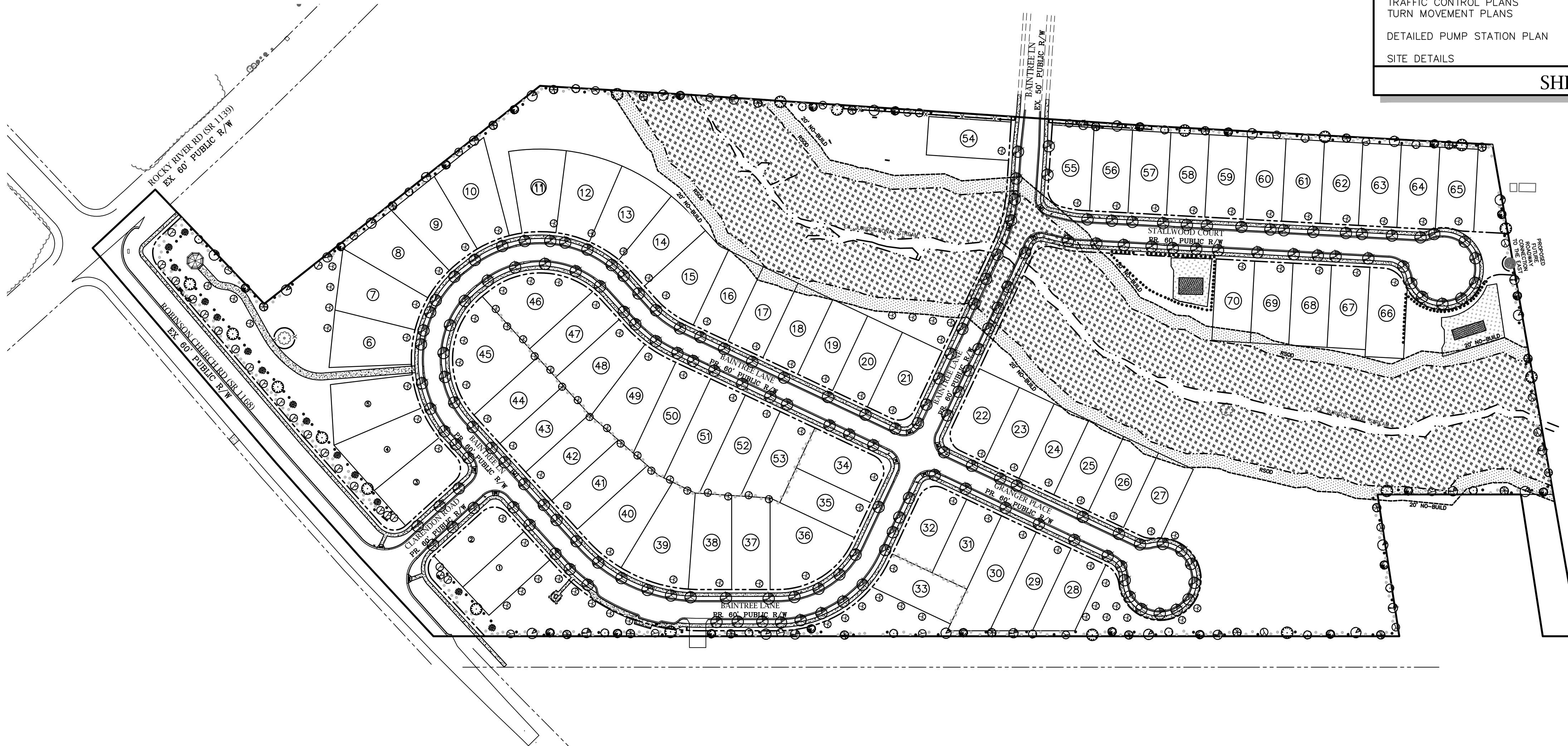
DISTURBED LIMITS	1,214,676 SF (27.89 AC)
PUBLIC SANITARY SEWER	
- 8" GRAVITY SANITARY SEWER	5,401 LF
- SANITARY SEWER MANHOLES	28 EA
STORM SEWER	
- TOTAL LF OF PIPE	3,824 LF
- TOTAL STORM STRUCTURES	63 EA
PUBLIC WATER	
- 8" WATER MAIN	3,547 LF
- 2" WATER MAIN	322 LF
- FIRE HYDRANTS	8 EA
PROPOSED ROADWAY	
- BAINTREE LANE	2,403.43'
- GRANGER PLACE	405.84'
- STALLWOOD COURT	625.56'
- CLARENDON ROAD	231.22'
- TOTAL PROPOSED ROADWAY	3,666.10'

SITE SUMMARY

EXISTING SURVEY

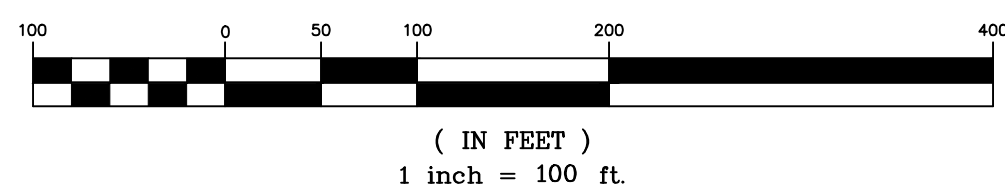
GENERAL NOTES	C1.0
EXISTING CONDITIONS & DEMOLITION PLAN - SITE WEST	C1.1
EXISTING CONDITIONS & DEMOLITION PLAN - SITE EAST	C1.2
SITE PHASING PLAN	C1.3
OVERALL SITE PLAN	C2.0
SITE PLAN - SITE WEST	C2.1
SITE PLAN - SITE EAST	C2.2
EROSION CONTROL PLAN - SITE WEST PH. 1	C3.0
EROSION CONTROL PLAN - SITE EAST PH. 1	C3.1
EROSION CONTROL PLAN - OFF-SITE	C3.2
EROSION CONTROL PLAN - SITE WEST PH. 2	C3.3
EROSION CONTROL PLAN - SITE EAST PH. 2	C3.4
NGG01 STANDARD DETAILS	C3.5
GRADING PLAN - SITE WEST	C4.0
GRADING PLAN - SITE EAST	C4.1
SCM SAND FILTER DETAILS	C4.2
SCM WET POND DETAILS	C4.3
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DRAINAGE AREA MAP SITE ONLY	C4.4B
DRAINAGE AREA MAP - PRE-DEVELOPMENT	C4.5
DRAINAGE AREA MAP - POST-DEVELOPMENT	C4.6
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LANDSCAPE PLAN - SITE EAST	C5.1
HERITAGE TREE PLAN - WEST	C5.2
HERITAGE TREE PLAN - EAST	C5.3
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STORM SEWER/ROADWAY PLAN AND PROFILE - GRANGER PL./CLARENDON RD.	C6.3
STORM SEWER/ROADWAY PLAN AND PROFILE - STALLWOOD CT.	C6.4
STORM SEWER/ROADWAY PLAN AND PROFILE - BAINTREE LANE PIPE OUTFALLS	C6.5
STORM SEWER/ROADWAY PLAN AND PROFILE - STALLWOOD CT. PIPE OUTFALLS	C6.6
STORM SEWER/ROADWAY PLAN AND PROFILE - GRANGER PL. & BAINTREE LANE PIPE OUTFALLS	C6.7
ROBINSON CHURCH ROAD IMPROVEMENTS - SITE NORTH	C6.8
ROBINSON CHURCH ROAD IMPROVEMENTS - SITE SOUTH	C6.9
ROBINSON CHURCH ROAD PAVEMENT MARKINGS	C6.9A
ROBINSON CHURCH PLAN AND PROFILE - SITE NORTH	C6.10
ROBINSON CHURCH PLAN AND PROFILE - SITE SOUTH	C6.11
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INTERSECTION SITE DISTANCE	C7.9
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SHEET INDEX



Know what's below.
Call before you dig.

GRAPHIC SCALE



BASED ON THE PRELIMINARY INVESTIGATIONS ON-SITE AND ENVIRONMENTAL REPORTS THERE ARE NO CONTAMINATED SOILS PRESENT ON-SITE.

CALLOWAY
ROBINSON CHURCH ROAD AND ROCKY RIVER ROAD
HARRISBURG, NC

STANLEY MARTIN HOMES
13310 SOUTH RIDGE DR. SUITE A
CHARLOTTE, NC 28273

COVER SHEET

REVISIONS

6	9/1/21	HARRISBURG COMMENTS
8	3/2/22	HARRISBURG COMMENTS
9	6/28/22	VARIOUS COMMENTS

CAD FILE: 17-017 BASE.DWG
PROJECT NO.: 17-017
DESIGNED BY: JDM
REVIEWED BY: JDM
DATE: JULY 26, 2019



Town of Harrisburg

Wastewater Allocation and Commitment Policy

1. Term

- a. This policy shall control the preliminary allocation of sewer to projects requiring permits based upon 15A NCAC Subchapter 2T rules and the Water and Sewer Authority of Cabarrus County (“WSACC”) Sewer Allocation and Commitment Policy (“Policy”). This Policy may be amended by the Harrisburg Town Council at any time.

2. Policy Applicability.

- a. All development within the Town of Harrisburg (“Town”) which requires development approval in accordance with the Unified Development Ordinance (UDO) and any successor ordinance(s) will be required to make a request for a Wastewater Treatment Capacity Allocation Permit ("Allocation Permit"). Any existing development approval - with or without an Allocation Permit - that is modified or expanded in any way shall be considered a new allocation and will require a new Allocation Permit. More specifically, any increase in sewer collection/treatment impacts, including discharge limits and volume allocation will require a new Allocation Permit.

In general, parcels of land with an existing wastewater service connection at the time of the adoption of this policy is considered to have an existing wastewater treatment capacity allocation based on current land and/or building use. A parcel of land with no wastewater service connection at the time of the adoption of this Policy is considered to not have an existing wastewater treatment capacity allocation.

Approval of a new or modified Allocation Permit will be at the sole and absolute discretion of the Town and shall be in accordance with this Policy. An allocation committee comprised of the Town Manager, Deputy Town Manager, and one staff member from each of the following Town Departments - Engineering, Public Works, and Planning, shall make allocation determinations under this Policy and hereafter referred to as “Allocation Committee”.

- b. Notwithstanding the provisions of Section 3, the following types of developments are exempt from the requirements of this Policy:

1. A single- or two-family home on one existing, recorded lot at the time of the adoption of this Policy.
2. New or expanded accessory building on a lot, where a primary structure already exists.
3. New additions or interior renovations to existing residential or commercial buildings.
4. Property serviced by a septic system which will not be connected to the Town's wastewater system.

3. **General Policy.**

The Town seeks to grant wastewater allocations in a way that supports its economic growth, economic diversity, strengthening of the tax base, creation of jobs, and promotion of high-quality development, while maximizing existing infrastructure and service delivery capacity. To provide a foundation for this policy, the Harrisburg Town Council hereby adopts the following broad development priorities and determines that they are in the best interests of the Town, its citizens and stakeholders.

This Policy provides that all development projects seeking an Allocation Permit fall into one of three (3) categories as described below. The priorities are rank ordered (first being most important).

- a. **Priority 1: Economic Development and Strategic Reserve.** This priority consists of a strategic reserve of wastewater treatment capacity to support future projects or development sites that support the general policy statement at the beginning of this Section IV, the Town economic development process, or municipal or civic facilities. These projects fall into a wide range of the development process from conceptual to preliminary plat or preliminary site plan submittal. In some cases no specific project will have been identified and only a high-level development carrying capacity estimate (density and design) for a particular site will be used. This estimate will be prepared by the Town. Further, a reserve amount for a general land development category (and not a specific site) may be set aside. The decision to set aside capacity for these projects, future sites and development categories will be at the sole discretion of the Town. Generally, these projects, project sites or development categories are expected to have significant positive community impacts. These strategic reserve projects, sites and development categories are intended to align with the following strategic priorities:

1. **Recent Town investments.** These are projects or project sites served by water, sewer, storm water, street, buildings or other such public investments currently secured by current Town debt obligations.
2. **Town Center Development.** These are projects or project sites: 1) located in the

Harrisburg Town Center; and 2) identified by the Town as high quality that meets a Town need.

3. **Economic Development.** These projects or project sites include commercial, office and industrial development (and similar uses) which create significant tax base, create jobs and require limited public resources.
 4. **Improved Town services or infrastructure.** These are projects that, if developed, will result in significant improvements to existing Town services or infrastructure through private financial participation. Examples may be partnerships on water or sewer extensions that improve fire protection or water pressures or dedication of land for a public park. The improvements must be substantial in nature including a significant private commitment of funding or other public asset development.
- b. Priority 2: Previously Approved Projects. Due to existing substantial financial and operational commitments of private sector development entities based on good faith preliminary plat (residential) or preliminary site plan (commercial) approvals by the Town at the time this Policy is adopted, these projects will be considered for allocation of necessary sewer treatment capacity to support the project commencement and completion. Projects with preliminary plat or preliminary site plan approval must adhere to the application procedures of this policy. If, at any time there exists greater sewer treatment demand than there is available sewer treatment capacity, the Allocation Committee shall determine how the available capacity is allocated. These projects may also be subject to a phasing plan as directed by the Town. This is a "point in time" priority that will no longer be applicable after this Policy is adopted.
 - c. Priority 3: Waiting List Projects. These are projects that are not included in Section IV, subsections A or B above. The projects in this priority category become part of a waiting list and they are delineated as such on forms developed by Town staff. Initially, upon adoption of this Policy these are all projects that have an approved preliminary plat or preliminary site plan but have not been awarded an Allocation Permit by the Allocation Committee. Should additional wastewater capacity become available from WSACC or from projects not proceeding expeditiously in accordance with this Policy, then projects on the waiting list will become eligible for requesting an Allocation Permit. Prior to considering approval of an Allocation Permit for a project on the waiting list, the Town Engineering Department shall review the project plan and re-affirm and/or update the prioritization scoring results based on any changes that may have been made to the project. This potential for assigning additional allocation will only occur once every six (6) months after receiving updated capacity reports from WSACC (expected by the end of January and July of each year) except in extraordinary circumstances as approved by the Town Manager. Projects that have secured preliminary plat or preliminary site plan approval at the time of the adoption of this policy shall be given first consideration for additional allocation over other projects.

4. Procedure.

- a. Amount of sewer which may be allocated
 1. The amount of sewer available for allocation and attributable to any designated calendar year shall be the amount given by WSACC to the Town, as determined through the interlocal agreement and Town Council.
 2. The Town shall reserve at least 30 percent (30%) its available sewer allocation for Economic Development projects and as a Strategic Reserve. As Economic Development flow is allocated, non-residential flow will be used to re-balance the Economic Development reserve, if available.
 3. The Town shall allot from the remaining amount 40% to residential, 60% to non-residential .
 4. Mixed use projects may be allocated using allocations from the non-residential and residential allocations, if available and approved by Allocation Committee.
- b. The owner or developer of any project requiring an Allocation Permit from the Town shall submit a written application via a form provided by Town staff, for an allocation reservation. The application shall include detailed information on the amount of capacity necessary to serve the project, the nature of the project, project schedule and phasing in relation to demand of utility capacity, and other supporting information demonstrating how the project serves the needs and interests of the Town. In the case of industrial flows, additional information may be required and may be subject to other ordinances or policies of the Town and WSACC.
- c. Projects exempt from submitting a written application for wastewater treatment capacity allocation, still require Allocation Permit issued by the Town prior to construction commencing.
- d. In accordance with the Allocation Agreement, every six (6) months the updated wastewater treatment capacity available to the Town from WSACC will be reconciled with a list of projects that have applied for but have not yet received an Allocation Permit. At this time the Town will consider allocating some or all of its then available wastewater treatment capacity to strategic reserve projects and waiting list projects. There is no guarantee of any project receiving an Allocation Permit.

The assignment of any additional sewer treatment capacity allocation will only occur once every three (3) months except in extraordinary circumstances as approved by the Town Manager.

- e. Due to weather-related factors, the regulatory environment, and the dynamic nature of wastewater flow and treatment, accounting of available capacity is, by its very nature, inexact and subject to change. The Town will continually track allocation reservations granted and the amount of capacity available. Such reports do not constitute a policy statement, commitment or guarantee on the amount of capacity available for allocation.
- f. Allocation Permits issued by the Town will reserve the approved wastewater treatment

plant capacity and permit the completion by the applicant of construction drawings. The Allocation Permit issued by the Town will be followed by the corresponding final allocation approval by WSACC following the final approval of construction drawings by the Town.

- g. Allocation Permits are not transferrable except upon written consent of the Town.
- h. Preliminary Allocation approvals
 - 1. Allocation Committee will be the body to approve preliminary allocation requests.
 - 2. Projects with construction plans in review as of April 1, 2022 with activity in the past year will be presented first for approval. If approved, these projects will have 120 days to achieve final plan approval and flow acceptance. Projects thereafter (excluding Economic Development) will be presented quarterly to the Allocation Committee. The Town will approve Economic Development projects separately.
 - 3. The Allocation Committee will be presented with current allocation available, and the impact of the projects presented on remaining capacity. Projects will be assigned prioritization points based upon the point system attached.
 - 4. Residential approvals may be phased to allow a maximum of 50 units per year. The 50 units is within a project and not cumulative Town-wide.
 - 5. If approved by the committee, a Preliminary Sewer Allocation Permit shall be issued with the acceptance of Construction Documents for review by the Town. The Preliminary Permit will expire after six months. In the event where construction document approvals are not secured by the applicant within six months, a new Preliminary Sewer Allocation Permit will be required. A project must have a valid Preliminary Sewer Allocation Permit prior to receiving a final sewer allocation, which shall occur at the time of utility permitting. The final sewer allocation shall not be more than the preliminary sewer allocation approved
 - 6. Commencement of installation of water and/or sewer infrastructure shall begin within 120 days of final permit approval, or approval shall be revoked.. In cases where no utility extensions are necessary, construction permits must be obtained and building foundations constructed within 120 days of construction drawing approval or final allocation will be revoked.
 - 7. Any extension of preliminary or final sewer allocation timelines must be approved by the Town Manager.
- i. Project Prioritization Scoring
 - 1. Projects will be scored using the table below.

The project score is simply a guide for Town to evaluate the projects based on the given criteria. Project scores do not guarantee acceptance or rejection and projects are also not specifically competing against each other. Project scores are one evaluation technique for Town Staff. Final allocation authority is the sole decision of the Town.
 - 2. Projects deemed Economic Development projects will not be scored and will be evaluated by Town Council and potentially awarded an allocation through existing Economic Development processes.

RESIDENTIAL PRIORITIZATION EVALUATION

• Located within an adopted small area plan or growth nodes	+2
• Vertical mixed use	+2
• Redevelopment Site	+1
• Horizontal mixed use	+1
• Town Center Development	+1
• Construction of an existing Town C.I.P.	+1
• Low Density Storm Water Qualified	+2
• Median lot sizes greater than ¾ acre	+2
• Significant non-required Park and Rec. elements	+1
• Contiguous Annexation	-1
• Non-Contiguous Annexation	-2

NON-RESIDENTIAL PRIORITIZATION EVALUATION

• Office	+1
• Located within an adopted small area plan or growth nodes	+1
• Part of an approved mixed-use plan or PUD	+1
• Contiguous Annexation (Non- economic development)	-1
• Non-Contiguous Annexation (Non- economic development)	-2
• Industrial use	+1
• Construction of an existing Town C.I.P.	+1
• Town Center Development	+3
• Caldwell Road Extension Area	+2

- j. Additional Factors which Town may consider.
1. Whether in Town's opinion, the application is for a land use which is consistent with the Town's adopted policies concerning growth and development, and
 2. Such other factors as may be identified by the Allocation Committee in its deliberations, which either suggest that a particular application promotes or undermines the public health or safety, or the general welfare of the Town.

5. General Conditions

- a. This Policy shall replace any previous practices or policies on wastewater treatment capacity allocations adopted by the Town.
- b. Due to the limited wastewater treatment capacity, it is the intention of this Policy to prohibit "capacity banking" where valuable wastewater treatment capacity is allocated but not used by a development project within a reasonable timeframe. More specifically all

allocation execution timeframes in accordance with section 4(a) shall apply to the priority categories described in Section 3(a-c) above unless otherwise approved by the Town Manager

- c. For large, multi-phase projects, an approved phasing plan will include specific timing of construction drawing submittals that will generally adhere to the principles of this policy; however, the first phase must comply with the timeframes of subsection 4(a). Notwithstanding the above, if contractual obligations between a developer and the Town provide a different schedule for securing these approvals the contractual obligations shall become the requirement.
- d. An Allocation Permit will expire if a project has not progressed in accordance with the timeframes described in Sections 4(a) above and any approved extensions. Projects with an expired Allocation Permit will be required to submit a new application. These projects will be placed on the waiting list described in Section 3(c).
- e. The final decisions on project phasing will be at the sole discretion of the Town Manager or designee due to the phased nature of sewer treatment capacity increases and the intent to provide a fair and equitable allocation of capacity to as many development projects as possible.
- f. If a project is unsuccessful in obtaining any required federal, State, or local government permit or approval the allocation shall be retracted. The Town shall bear no liability for any costs incurred by the applicant, or any further responsibility in the matter.
- g. Granting of a wastewater treatment capacity allocation does not imply or confer approval of any other applications or reviews as may be required by Town Ordinance or policy and does not imply or create any vested right.
- h. This policy shall be reviewed annually and, when appropriate, modified by Town Council.

6. Appeals Process

Any issue relating to a decision assigned to any project may be appealed to the Town Manager. A final decision shall be rendered by the Manager within ten (10) business days. Such decision may be appealed to the Town Council who shall hear the appeal at the next regularly scheduled council meeting and render a final decision within 45 days. Notice for any appeal shall be delivered to the Town Clerk for scheduling within five (5) business days following notice of the final decision by written notice or e-mail from the Town Manager.

PUBLIC HEARING NOTICE

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

Monday, July 10th @ 6:00 PM

Harrisburg Town Hall- Council Chambers

4100 Main Street

Harrisburg, NC 28075

H-2022-15-R: Divine Residential Development. Request to rezone approximately 171 acres located off Peach Orchard Road south of Sweethaven Lane (PINs 5515-26-0428 and 5515-05-7372), from County CR (Countryside Residential) to a Town of Harrisburg CZ-RL (Conditional Zoning Low Density Residential) and to annex property into the Town of Harrisburg corporate limits. The applicant is proposing to develop a single-family subdivision with 155 detached single-family homes.

H-2022-16-R: Hawthorn Senior Living. Request to rezone approximately 7.46 acres located at Rocky River Road, across from the Stafford Road intersection (PIN: 5506-22-6170) from County OI (Office Institutional) and Town CZ-GC (Conditional Zoning-General Commercial) to a Town of Harrisburg CZ-GC (Conditional Zoning-General Commercial) and to annex property into the Town of Harrisburg corporate limits. The applicant is proposing to develop a 149-unit senior living facility.

H-2017-11-R: Calloway-Essex Homes – Development Agreement. Consideration of adoption of a “Development Agreement” between the Town of Harrisburg and Stanley Martin Homes, LLC, regarding public improvements to be made by Stanley Martin Homes, in conjunction with the development of an approved 70 lot age-restricted community to be located on property situated at 8969 and 9089 Robinson Church Road (PINs: 5506-84-1758 and 5506-84-9524).

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

Publication Dates: Friday June 30th, and Friday July 7th, 2023.



June 28, 2023

Public Hearing Notice

To Whom It May Concern:

Our records indicate that you are the owner of property located in close proximity to 8969 and 9089 Robinson Church Road (PIN 5506-84-1758 and 5506-84-9524), which is located on the southeast corner of the Rocky River Road and Robinson Church Road intersection (see map on reverse side of this letter). The Harrisburg Town Council will consider adoption of a “Development Agreement” between the Town of Harrisburg and Stanley Martin Homes, LLC, for public improvements to be made by Stanley Martin Homes, in conjunction with the development of a 70-lot age-restricted community at this location, approved on February 12, 2018.

A public hearing on this request will be held on July 10, 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: (301) 715-8592

Dial: (301) 715-8592

Webinar ID: 834 8187 7476

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

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

H-2017-11-R: Calloway Development Agreement

Date: Monday, July 10, 2023

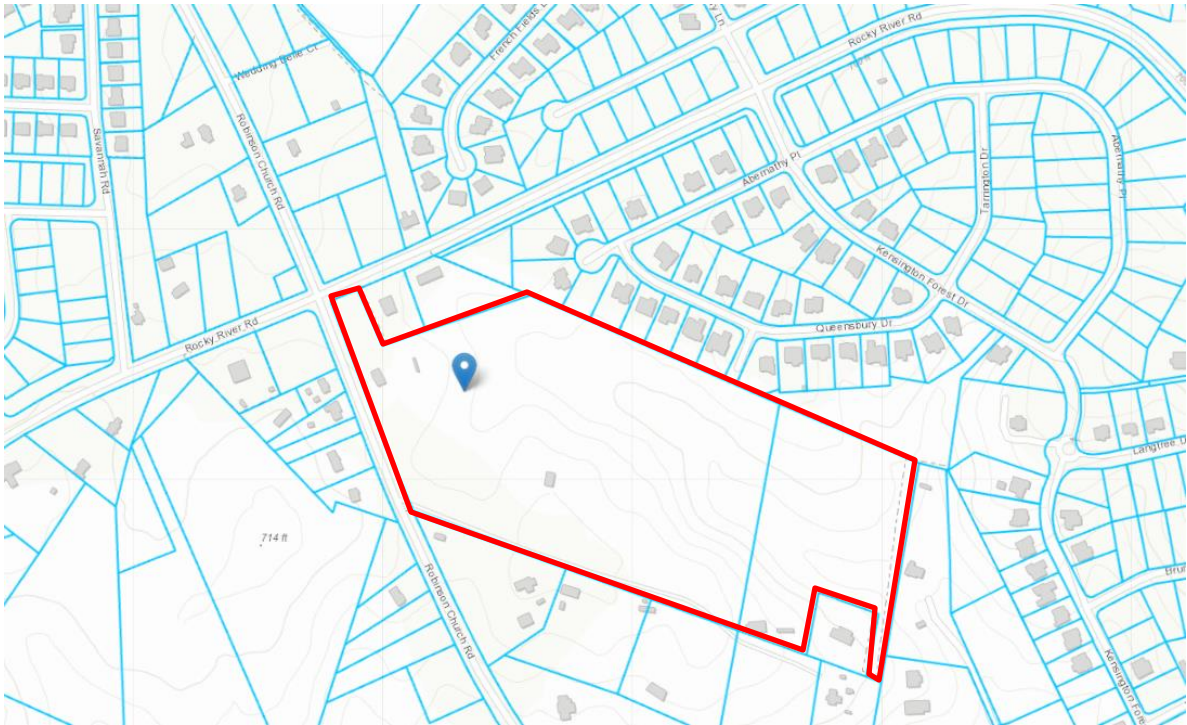
Time: 6:00 PM

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

Sincerely,

Craig Thomas
Senior Planner
Town of Harrisburg

Site Location Map (Calloway)





AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

- Section 1.** Amend the Capital Reserve Fund - General Fund to account for transportation improvements associated with the Calloway Essex Homes Development Agreement.
- Section 2.** To amend the Capital Reserve Fund - General Fund, the appropriations are to be changed as follows:
- | | |
|-----------------------------------|------------|
| Increase line item 200-8500-59100 | \$ 100,000 |
| Transfers Out – General Fund | |
- Section 3.** To amend the Capital Reserve Fund - General Fund, the revenues are to be changed as follows:
- | | |
|------------------------------|------------|
| Increase line item 200-48599 | \$ 100,000 |
| Appropriated Fund Balance | |
- Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.
- Section 5.** That this ordinance shall be effective upon its passage. Adopted this 10th day of July, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

- Section 1.** Amend the General Fund to account for transportation improvements associated with the Calloway Essex Homes Development Agreement.
- Section 2.** To amend the General Fund, the appropriations are to be changed as follows:
- | | |
|-----------------------------------|------------|
| Increase line item 100-3001-57103 | \$ 100,000 |
| Capital Outlay | |
| 2024-3001-008 | |
- Section 3.** To amend the General Fund, the revenues are to be changed as follows:
- | | |
|--|------------|
| Increase line item 100-49905 | \$ 100,000 |
| Transfers In – Capital Reserve Fund – General Fund | |
- Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.
- Section 5.** That this ordinance shall be effective upon its passage. Adopted this 10th day of July, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2022-16-R: Harrisburg Retirement Residence

Presenting Personnel:

Zac Gordon, Planning Director

Suggested Motion or Action:

Hold Public Hearing to consider request for rezoning and annexation of property located on Rocky River Road, across from the Stafford Road intersection, from OI (Office Institutional) and CZ-GC (Conditional Zoning-General Commercial) County Zoning to CZ-GC (Conditional Zoning-General Commercial) Town of Harrisburg zoning.

Description/Background:

- The applicant proposes to annex one parcel into the Town of Harrisburg town limits to develop a new 149-unit senior living facility (see attached "Harrisburg Retirement Residence Project Narrative".) The parcel is currently located in Cabarrus County. To achieve this, the applicant is requesting that the property be rezoned from County OI (Office Institutional) to CZ-GC (Conditional Zoned-General Commercial).
- As a conditional zoning request, the applicant has submitted a site plan along with the request for rezoning, which is attached for your consideration.
- The GC district allows for Group Living Uses as a permitted by right use.
- The property is split between Harrisburg Town limits and Cabarrus County jurisdiction. The applicant has also submitted a petition requesting Annexation for the portion of the subject property that is in the county and contiguous to the current Town of Harrisburg primary corporate limits.
- A Traffic Impact Analysis (TIA) was not prepared for the proposed development; however, the applicant is proposing a connection to the Brookdale Shopping Center to the west and providing a stub connection to property to the east to ensure connectivity when that property develops.
- The applicant is proposing to make a "Fee-in-Lieu" payment for required improvements to Rocky River Road along the property frontage. Staff does not support applicant's request for a "Fee-in-Lieu" payment and is recommending that the required improvements to Rocky River Road be constructed in conjunction with development of the site.

Recommendation:

PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board considered the applicant's request at their May 16th meeting. Based on consistency of the proposed rezoning with the Harrisburg Area Land Use Plan (HALUP), the Board voted to endorse the proposed rezoning, and recommended approval by the Town Council, subject to conditions outlined in the Planning staff report.

STAFF RECOMMENDATION AND CONDITIONS OF APPROVAL:

Based on consistency of the proposed use with the Harrisburg Area Land Use Plan (HALUP), and compliance with the use, dimensional and other applicable requirements of the Town's UDO, staff is recommending approval of the applicant's request to rezone the property from the current zoning designation of O-1 (Office-Institutional) County and CZ-GC (Conditional Zoning-General Commercial) Town of Harrisburg, to CZ-GC (Conditional Zoning-General Commercial) for development of the property as a 149 unit senior living facility. Staff also recommends the preparation

of a Development Agreement between the Town and developer which outlines the terms of any approval granted by the Town Council, including required public improvements.

As a conditional re-zoning, in accordance with Section 145.03 of the UDO, conditions may be imposed on the requested rezoning, subject to the consent of the applicant. Accordingly, staff recommends that the following conditions be placed on the requested conditional rezoning, with concurrence of the applicant:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees that the permitted uses for this property be limited to group living.
3. Applicant agrees that the attached site plan and architectural renderings be included in the conditional zoning request.
4. Applicant constructs improvements to Rocky River Road for the entire property frontage consistent with the adopted cross section from the Harrisburg Comprehensive Transportation Plan (CTP). These improvements shall include appropriate traffic control measures to prohibit left-turn movements from the site onto Rocky River Road. In addition, the applicant shall extend road improvements to the west to tie-in to existing lane configuration in front of Brookdale Shopping Center. The final design of these improvements to Rocky River Road shall be determined as part of the major site plan review process, in coordination between NCDOT and Town staff.
5. Applicant constructs a road connection from the site to the adjoining Brookdale Shopping Center.
6. Applicant constructs a stub road connection to property located to the east, as shown on the submitted site plan.

Fiscal Impact:

None

Attachments:

1. H-2022-16-R Staff Report-TC
2. H-2022-16-R Rezoning Application
3. H-2022-16-R Aerial
4. H-2022-16-R Site Map
5. H-2022-16-R Public Hearing Notice
6. H-2022-16-R TC Notice to Abutting Property Owners
7. H-2022-16-R Neighborhood Meeting Report
8. H-2022-16-R Harrisburg RR Project Narrative
9. H-2022-16-R Harrisburg RR Site Plan and Elevations
10. H-2022-16-R Harrisburg Retirement - Rocky River Rd Improvements Estimate
11. H-2022-16-R Rocky River Road CTP_Technical-Appendix_4-J
12. H-2022-16-R Annexation Application
13. H-2022-16-R Survey
14. H-2022-16-R Legal Description
15. H-2022-16-R Certificate of Sufficiency
16. H-2022-16-R Resolution of Public Hearing



Town of Harrisburg
Planning and Zoning Department
Rezoning Staff Report – Town Council:
July 10, 2023 Meeting

DATE: June 28, 2023

SUBJECT:

Case Number: H-2022-16-R

Request: Rezone approximately 7.46 acres from County OI (Office Institutional) and Town CZ-C-2 (Conditional Zoning-Commercial) to CZ-GC (Conditional Zoning-General Commercial)

Project Name: Harrisburg Retirement Residence

Location: Rocky River Road (PIN 5506-22-6170) – see location map

Applicant: Hawthorn Devco LLC on behalf of property owners Eugene Cochrane, Susan Blount, and Anne Yarbrough

Staff Report Prepared by: Zac Gordon, AICP, Planning Director

Neighborhood Meeting: October 20, 2022

BACKGROUND:

Area: ±7.46 acres Total

Existing Land Use: Vacant

Zoning within 500':
North - General Commercial (GC), Town
South - Countryside Residential (CR), Cabarrus County
East - General Commercial (GC), Town
West - Planned Unit Development (PUD), Town

Land Uses within 500':
North - Institutional, Town
South - Single-family Residential, County
East - Vacant, Town
West - Commercial/Residential, Town

APPLICATION SUMMARY:

- The applicant proposes to annex one parcel into the Town of Harrisburg town limits to develop a new 149-unit senior living facility (see attached “Harrisburg Retirement Residence Project Narrative”.) The parcel is currently located in Cabarrus County. To achieve this, the applicant is requesting that the property be rezoned from County OI (Office Institutional) to CZ-GC (Conditional Zoned-General Commercial).
- As a conditional zoning request, the applicant has submitted a site plan along with the request for rezoning, which is attached for your consideration.
- The GC district allows for Group Living Uses as a permitted by right use.
- The property is split between Harrisburg Town limits and Cabarrus County jurisdiction. The applicant has also submitted a petition requesting Annexation for the portion of the subject property that is in the county and contiguous to the current Town of Harrisburg primary corporate limits.
- A Traffic Impact Analysis (TIA) was not prepared for the proposed development; however, the applicant is proposing a connection to the Brookdale Shopping Center to the west and providing a stub connection to property to the east to ensure connectivity when that property develops. The applicant is also proposing to make a “Fee-in-Lieu” payment for improvements to Rocky River Road along the property frontage.

APPROVAL CRITERIA:

1. The size of the tract in question;

The subject property is approximately 7.46 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:

General Commercial (GC): *The GC district is established to provide areas for indoor commercial and some institutional uses in well-designed development sites that provide excellent transportation access, make the most efficient use of existing infrastructure, and provide for an orderly transition between the NC district and more intense districts. Development site and buildings are of greater height and impervious surface, and provide for more auto-intensive establishments, than the NC district. Parking is largely accommodated by off-street parking lots. This district is ideally located on or within proximity to major and/or minor thoroughfares.*

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

“This area encourages the blending of complementary commercial, office and a mix of residential housing types. These areas typically offer a horizontal mix of uses where changes in use occur between adjacent buildings. Buildings are typically one and two stories. Designed to facilitate access via walking and biking, mixed-use areas should be located near potential commercial and mixed-use nodes where access via the road network, sidewalks, greenways, and/or future transit is feasible.”

Based on the description of the Mixed Use land use classification, proximity to similar uses, restaurant building design with extended connections, the rezoning 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-2** states that development should have access from local streets to minimize traffic volumes on key connectors and reduce turning movements. The primary proposed access to the site is on Rocky River Road, but additional connections to the existing development to the west and future development to the east will help reduce reliance on the primary Rocky River Road access drive.

Recommendation LU-6 of the Plan seeks improved appearance and a higher level of quality. The conditional rezoning process encourages a higher level of investment in façade treatments and landscaping.

Recommendation LU-7 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 designates this area as Mixed Use and a GC zoning classification is deemed a suitable district.

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

The benefits to the surrounding community would be the development of a currently vacant parcel. Improvements to Rocky River Road will be included as well as vehicular and pedestrian connections to adjacent parcels.

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. Should this rezoning be approved by the Town Council, application for sewer capacity would be made at the construction documents phase, with final approval subject to a determination of available capacity by the Town's "Wastewater Allocation Committee."

Utilities are available in this area and are sufficient to meet the needs of this property. Water is available along Rocky River Road and sewer access is available from each of the adjacent properties to the east, south, and west. Any utility line extensions or upgrades necessary to serve this development will be the responsibility of the developer.

b. Transportation:

Based on the amount of traffic generated by the senior living facility a Traffic Impact Analysis (TIA) was not required. The Town's "Community Transportation Plan (CTP)" calls for a 4-lane median divided cross-section with multi-use side paths for this section of Rocky River Road. While there are no current plans (either by NCDOT or the Town) to make these improvements to Rocky River Road, the applicant has submitted an estimate to the Town for the pro-rated cost share of these improvements that would be attributable to this development (see attachment). Staff does not support applicant's request for a "Fee-in-Lieu" payment and is recommending that the required improvements be constructed in conjunction with development of the site (**see Condition # 4 under Staff Recommendation**).

Due to safety concerns, staff is recommending that left turning movements from the site onto Rocky River Road be prohibited. These safety concerns are based on impaired visibility resulting from the sun setting to the west, along with the speed and increasing volume of traffic at this location, combined with the age of residents who will live at this facility. The final design of improvements to Rocky River Road (e.g., concrete median) to prohibit left turn lanes would be determined as part of the major site plan review process, in coordination between NCDOT and Town staff.

The applicant is proposing a road connection to the west from the site into the Brookdale Shopping Center. This connection would provide access to Stafford Road, which leads to a signalized intersection at the Shopping Center entrance at Rocky River Road. The applicant is also providing a future connection east to the currently vacant parcel owned by Venture Church.

c. Safety and Sanitation Services:

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

d. Schools:

There are new residential units associated with this development; however, occupancy will be age restricted, with no change in the number of students 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;**

The surrounding properties are vacant, commercial, and residential. A group living facility is compatible with those uses and offers an ideal transition from commercial and residential uses.

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

Like all other development activity in this area, the development of this land would convert former vacant land into a group living facility. Landscaping and buffer areas will be incorporated to minimize any change in the existing character of the area.

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

The areas around this property are zoned for commercial uses closer to the I-485 interchange and transition to residential uses further from the interchange. Existing land use patterns are generally consistent with current zoning.

- 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 proposed use of the property, as a senior living center, is consistent with surrounding uses and neighborhoods and aligns with the Harrisburg Area Land Use Plan (HALUP), including recommended future land use.

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

This property has been vacant for an undetermined period of time.

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

Land supply is not a direct issue in this area.

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

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

Furthermore, as a Conditional Zoning request, the Board must consider the following criteria:

- 7. The proposed Conditional Zoning (CZ) District uses' appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the current Land Use Plan.**

The rezoning of this property to General Commercial (GC) district designation is consistent with the developmental standards established for the base GC Zoning District in the Unified Development Ordinance and the Mixed-Use designation in the HALUP.

- 8. The use(s) requested are among those listed as an eligible permitted or conditional use in the general use district as included in the rezoning request.**

The applicant is seeking for the following uses to be allowed in this Conditional Zoning District:

- Group living

- 9. The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare and vibration and not create a nuisance.**

The applicant intends to work collaboratively with both Harrisburg town staff and the North Carolina Department of Transportation to ensure that the highest of standards are met by the new development.

Landscaping buffers shown are adequate to meet the needs of the adjacent properties, and the building has been designed to minimize the visual impacts from Rocky River Road.

- 10. The use limitations and conditions as proposed and/or imposed for the requested district can reasonably be implemented and enforced for the subject property.**

The conditions proposed and imposed for this district can be reasonably implemented on this site.

- 11. When implemented the proposed and/or imposed use limitations and conditions will mitigate specific land development issues that would likely result if the subject property were zoned to accommodate all the uses and the minimum standards of the corresponding general zoning district. If any standards are proposed that are different from the underlying zoning district, the applicant must clearly demonstrate that the overall resultant project is greater than that which is typically allowed by the general district.**

All proposed conditions recommended by staff are to bring the site into conformance with applicable local and state regulations.

- 12. The applicant has agreed to accept the use limitations and conditions as proposed and/or imposed for the requested district.**

The applicant will need to agree to all conditions listed in this staff report. Any additional conditions placed on this property will need the acceptance of the applicant before a decision can be made on this application.

- 13. For an approval, the Board must adopt a consistency statement that the amendment being considered is either consistent or inconsistent with the adopted land use plan and that the Board considers the action to be reasonable and in the public interest.**

The Planning Board will need to adopt a consistency statement when a recommendation or decision is made on this request for rezoning.

PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board considered the applicant's request at their May 16th meeting. Based on consistency of the proposed rezoning with the Harrisburg Area Land Use Plan (HALUP), the Board voted to endorse the proposed rezoning, and recommended approval by the Town Council, subject to conditions outlined in the Planning staff report.

STAFF RECOMMENDATION AND CONDITIONS OF APPROVAL:

Based on consistency of the proposed use with the Harrisburg Area Land Use Plan (HALUP), and compliance with the use, dimensional and other applicable requirements of the Town's UDO, staff is recommending approval of the applicant's request to rezone the property from the current zoning designation of O-1 (Office-Institutional) County and CZ-GC (Conditional Zoning-General Commercial) Town of Harrisburg, to CZ-GC (Conditional Zoning-General Commercial) for development of the property as a 149 unit senior living facility. Staff also recommends the preparation of a Development Agreement between the Town and developer which outlines the terms of any approval granted by the Town Council, including required public improvements.

As a conditional re-zoning, in accordance with Section 145.03 of the UDO, conditions may be imposed on the requested rezoning, subject to the consent of the applicant. Accordingly, staff recommends that the following conditions be placed on the requested conditional rezoning, with concurrence of the applicant:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees that the permitted uses for this property be limited to group living.
3. Applicant agrees that the attached site plan and architectural renderings be included in the conditional zoning request.
4. Applicant constructs improvements to Rocky River Road for the entire property frontage consistent with the adopted cross section from the Harrisburg Comprehensive Transportation Plan (CTP). These improvements shall include appropriate traffic control measures to prohibit left-turn movements from the site onto Rocky River Road. In addition, the applicant shall extend road improvements to the west to tie-in to existing lane configuration in front of Brookdale Shopping Center. The final design of these improvements to Rocky River Road shall be determined as part of the major site plan review process, in coordination between NCDOT and Town staff.
5. Applicant constructs a road connection from the site to the adjoining Brookdale Shopping Center.
6. Applicant constructs a stub road connection to property located to the east, as shown on the submitted site plan.

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): _____

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.)

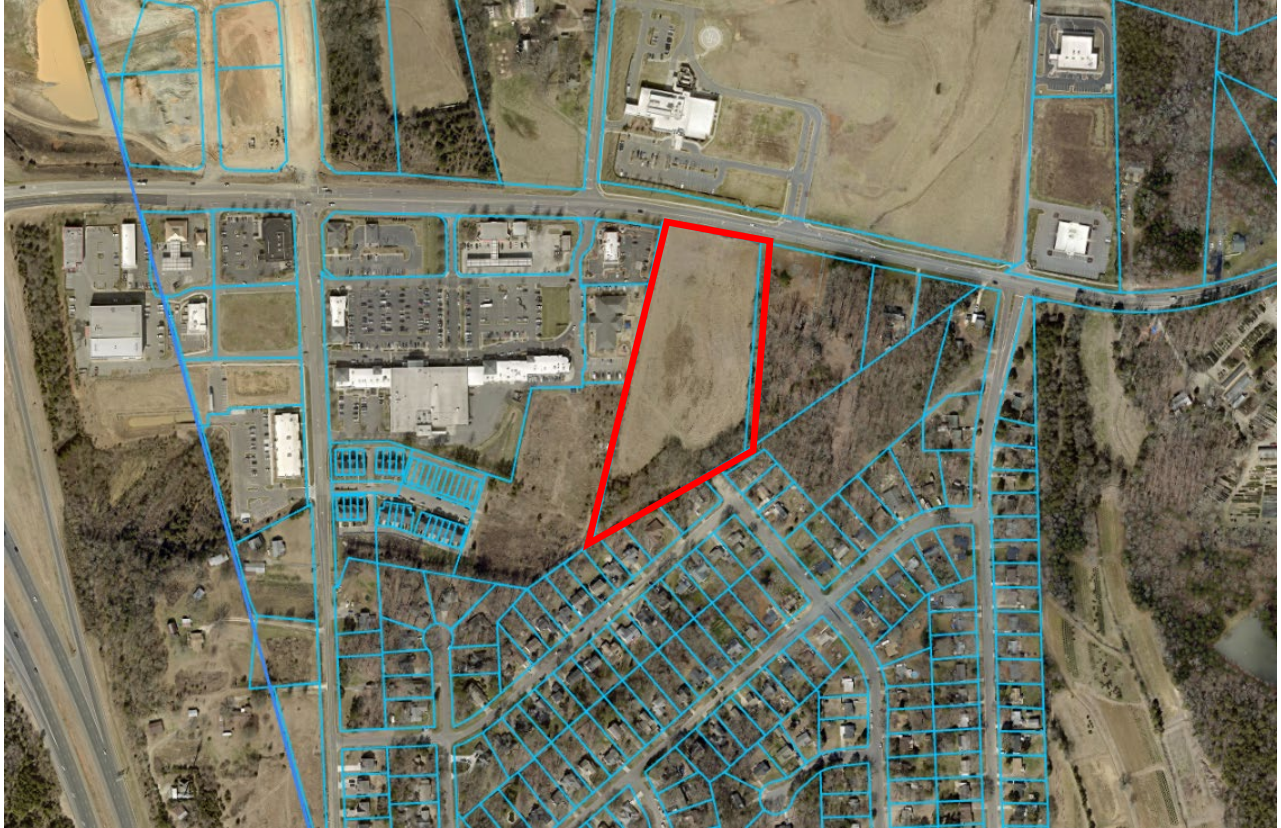
Zoning Map Amendment (rezoning)

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

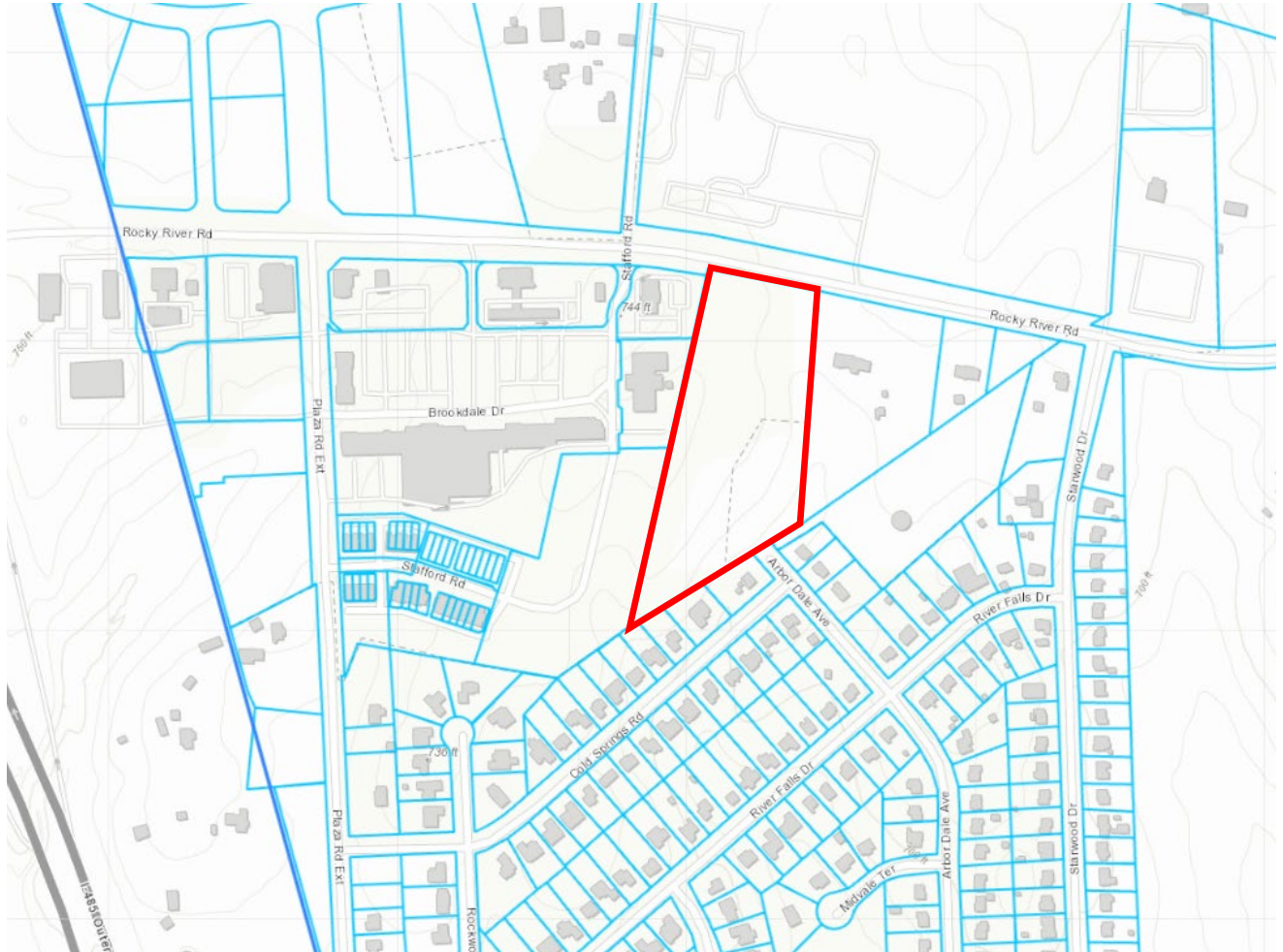
UDO Text Amendment

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



PUBLIC HEARING NOTICE

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

Monday, July 10th @ 6:00 PM

Harrisburg Town Hall- Council Chambers

4100 Main Street

Harrisburg, NC 28075

H-2022-15-R: Divine Residential Development. Request to rezone approximately 171 acres located off Peach Orchard Road south of Sweethaven Lane (PINs 5515-26-0428 and 5515-05-7372), from County CR (Countryside Residential) to a Town of Harrisburg CZ-RL (Conditional Zoning Low Density Residential) and to annex property into the Town of Harrisburg corporate limits. The applicant is proposing to develop a single-family subdivision with 155 detached single-family homes.

H-2022-16-R: Hawthorn Senior Living. Request to rezone approximately 7.46 acres located at Rocky River Road, across from the Stafford Road intersection (PIN: 5506-22-6170) from County OI (Office Institutional) and Town CZ-GC (Conditional Zoning-General Commercial) to a Town of Harrisburg CZ-GC (Conditional Zoning-General Commercial) and to annex property into the Town of Harrisburg corporate limits. The applicant is proposing to develop a 149-unit senior living facility.

H-2017-11-R: Calloway-Essex Homes – Development Agreement. Consideration of adoption of a “Development Agreement” between the Town of Harrisburg and Stanley Martin Homes, LLC, regarding public improvements to be made by Stanley Martin Homes, in conjunction with the development of an approved 70 lot age-restricted community to be located on property situated at 8969 and 9089 Robinson Church Road (PINs: 5506-84-1758 and 5506-84-9524).

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

Publication Dates: Friday June 30th, and Friday July 7th, 2023.



June 22, 2023

Public Hearing Notice

To Whom It May Concern:

Our records indicate that you own property in close proximity to the property located at parcel PIN 5506-22-6170 located on Rocky River Road near Stafford Road. The property owner is requesting a rezoning and annexation of the parcel, currently with split zoning County Office/Institutional (OI) and Town General Commercial (GC) to General Commercial (GC). The purpose of the rezoning is to enable the property owner to develop the property for one hundred fifty (150) senior living suites and to annex property into the Town of Harrisburg corporate limits.

A public hearing on this request will be held on July 10, 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: (301) 715-8592

Dial: (301) 715-8592

Webinar ID: 834 8187 7476

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

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

H2022-16-R Hawthorn Senior Living Rezoning

Date: Monday, July 10, 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 (Hawthorn Senior Living)



Harrisburg Retirement Residence Neighborhood Meeting Report



On October 20th, 2022, a neighborhood developer meeting was held at Town Hall to discuss the proposed Hawthorn Retirement Residence. 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. A flyer for the project was available for attendees of the meeting as well. 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.

The following items are included with this report:

- Abutting Property Owners List
- Mailed Meeting Notice from the Town
- Project Flyer from the Neighborhood Meeting
- Sign in sheet from the meeting – note the sign in sheet includes names of attendees for the previous agenda item as all meeting attendees signed in on only one sheet.

Tax Parcel	Physical Address		Owner		Mailing Address				
55063300540000	9592 Rocky River Road	Charlotte	North Carolina	28215	Charlotte-Mecklenburg Hospital Authority	Att: Real Estate Services	Charlotte	North Carolina	28232
55062310830000	9400 Stafford Road	Harrisburg	North Carolina	28075	Cochrane, Eugene W and Mary T	3533 Winslow Green Drive	Charlotte	North Carolina	28210
55062244690000	9501 Stafford Road	Charlotte	North Carolina	28215	9501 Stafford Road LLC/NC LLC	525 North Tryon Street, Suite	Charlotte	North Carolina	28202
55062215430000	9625 Rocky River Road	Charlotte	North Carolina	28215	Gate North Carolina INC A FL CORP	PO Box 23627	Jacksonville	Florida	32241
55061281970000	13523 Plaza Road Ext	Charlotte	North Carolina	28215	Brookdale Shopping Center LP	C/O MPV Properties	Charlotte	North Carolina	28203
55062242430000	9525 Stafford Road	Harrisburg	North Carolina	28215	Store Master Funding VII LLC A DE LLC	C/O REE Southeast Inc	Troy	Michigan	48084
55062127030000	5599 Stafford Road	Charlotte	North Carolina	28215	MTS CLT LLC	2857 Westport Road	Charlotte	North Carolina	28208
55062102960000	5610 Vandora Drive	Charlotte	North Carolina	28215	Vinocur, Patricia and Martin Gary	2063 Turning Oaks Trail	Asheboro	North Carolina	27205
55062113510000	5604 Vandora Drive	Charlotte	North Carolina	28215	Cole, Brandi A	5604 Vandora Drive	Charlotte	North Carolina	28215
55062123050000	5600 Vandora Drive	Charlotte	North Carolina	28215	New Residential Borrower 2022-SFR2 LLC	C/O Renu Property Mgmt LLC	Carmel	Indiana	46032
55062123690000	5522 Vandora Drive	Charlotte	North Carolina	28215	BT Aspen Borrower LLC	12801 N Central Expy	Dallas	Texas	75243
55062134130000	5518 Vandora Drive	Charlotte	North Carolina	28215	Barrier, Daniel L and Paulina N	5518 Vandora Drive	Charlotte	North Carolina	28215
55062134770000	5514 Vandora Drive	Charlotte	North Carolina	28215	Sibrava, Jennifer M and Rachel Houdek	5514 Vandora Drive	Charlotte	North Carolina	28215
55062145220000	5510 Vandora Drive	Charlotte	North Carolina	28215	Zurawski, Lance and Rosa Geovanna	5510 Vandora Drive	Charlotte	North Carolina	28215
55062155180000	5506 Vandora Drive	Charlotte	North Carolina	28215	Stewart, John E and Sharon J	5506 Vandora Drive	Charlotte	North Carolina	28215
55062166480000	9630 Arbor Dale Avenue	Charlotte	North Carolina	28215	McCall, Johnny D	C/O Mary McCall	Charlotte	North Carolina	28215
55063119850000	9601 Arbor Dale Avenue	Charlotte	North Carolina	28215	Venture Church of Harrisburg	4245 Main Street	Harrisburg	North Carolina	28075
55062187350000	9631 Arbor Dale Avenue	Charlotte	North Carolina	28215	Russell, Robert A and Laura S	505 Beachland Blvd, #272	Vero Beach	Florida	32963
55062187700000	9701 Arbor Dale Avenue	Charlotte	North Carolina	28215	Davis, Wanda P	9701 Arbor Dale Avenue	Charlotte	North Carolina	28215
55062196440000	9705 Arbor Dale Avenue	Charlotte	North Carolina	28215	Scaggs, Duane A	9705 Arbor Dale Avenue	Charlotte	North Carolina	28215
55063104390000	5324 River Falls Drive	Charlotte	North Carolina	28215	Crowley, Shekea	5324 River Falls Drive	Charlotte	North Carolina	28215
55063115040000	5320 River Falls Drive	Charlotte	North Carolina	28215	Le, Tam Phoung	9760 Robinson Church Road	Harrisburg	North Carolina	28075
55062185040000	5501 Vandora Drive	Charlotte	North Carolina	28215	Carrigan, Sherry L and James H	9818 Saddle Avenue	Waxhaw	North Carolina	28173
55062174380000	5503 Vandora Drive	Charlotte	North Carolina	28215	Brackett, Jeffrey A	5503 Vandora Drive	Charlotte	North Carolina	28215
55062164730000	5505 Vandora Drive	Charlotte	North Carolina	28215	Wedding, Kimberly A	5505 Vandora Drive	Charlotte	North Carolina	28215
55062163180000	5507 Vandora Drive	Charlotte	North Carolina	28215	Bradley, Jennifer and Clark	5507 Vandora Drive	Charlotte	North Carolina	28215
55062153630000	5509 Vandora Drive	Charlotte	North Carolina	28215	Cook, Gregory N	5509 Vandora Drive	Charlotte	North Carolina	28215
55062152090000	5515 Vandora Drive	Charlotte	North Carolina	28215	Cook, Jennifer M	5515 Vandora Drive	Charlotte	North Carolina	28215
55062142440000	5519 Vandora Drive	Charlotte	North Carolina	28215	Stehlin, James M and Lynn M	5519 Vandora Drive	Charlotte	North Carolina	28215
55062131890000	5523 Vandora Drive	Charlotte	North Carolina	28215	Kilts, Robert E and Diane P	5523 Vandora Drive	Charlotte	North Carolina	28215
55062131350000	5601 Vandora Drive	Charlotte	North Carolina	28215	Latham, George	5601 Vandora Drive	Charlotte	North Carolina	28215
55062121800000	5605 Vandora Drive	Charlotte	North Carolina	28215	Hernandez, Janet E and Juan A	5605 Vandora Drive	Charlotte	North Carolina	28215
55062120250000	5611 Vandora Drive	Charlotte	North Carolina	28215	Keo, Phally	5611 Vandora Drive	Charlotte	North Carolina	28215
55061192580000	9803 Rockwood Road	Charlotte	North Carolina	28215	2017-1 IH Borrower LP PTNRP	C/O Invitation Homes	Dallas	Texas	75201
55061183770000	9801 Rockwood Road	Charlotte	North Carolina	28215	Ezechiel, Orion	9801 Rockwood Road	Charlotte	North Carolina	28215



October 10, 2022

Neighborhood Meeting Notice

To Whom It May Concern;

Our records indicate that you own property in close proximity to the property located at parcel PIN 5506-22-6170 located on Rocky River Road near Stafford Road. The property owner is requesting a rezoning and annexation of the parcel, currently with split zoning County Office/Institutional (OI) and Town General Commercial (GC) to General Commercial (GC). The purpose of the rezoning is to enable the property owner to develop the property for one hundred fifty (150) senior living suites.

The Town of Harrisburg will facilitate a Neighborhood Meeting to allow the applicant to present their proposal to neighboring property owners, and to receive feedback from the neighbors at the date and time below. You have options to attend in person or join virtually.

Virtual Meeting Information:

Please click this URL to join.

<https://us02web.zoom.us/j/89703774832?pwd=ZUVSVUhMdHQ0U0FzcmVVTCTZenH4dz09>

Passcode: 821991

Or join by phone:

Dial: 301 715 8592 or 929 205 6099

Webinar ID: 897 0377 4832

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.

H2022-16-R Hawthorn Senior Living

Date: Thursday, October 20, 2022

Time: 6:30 PM

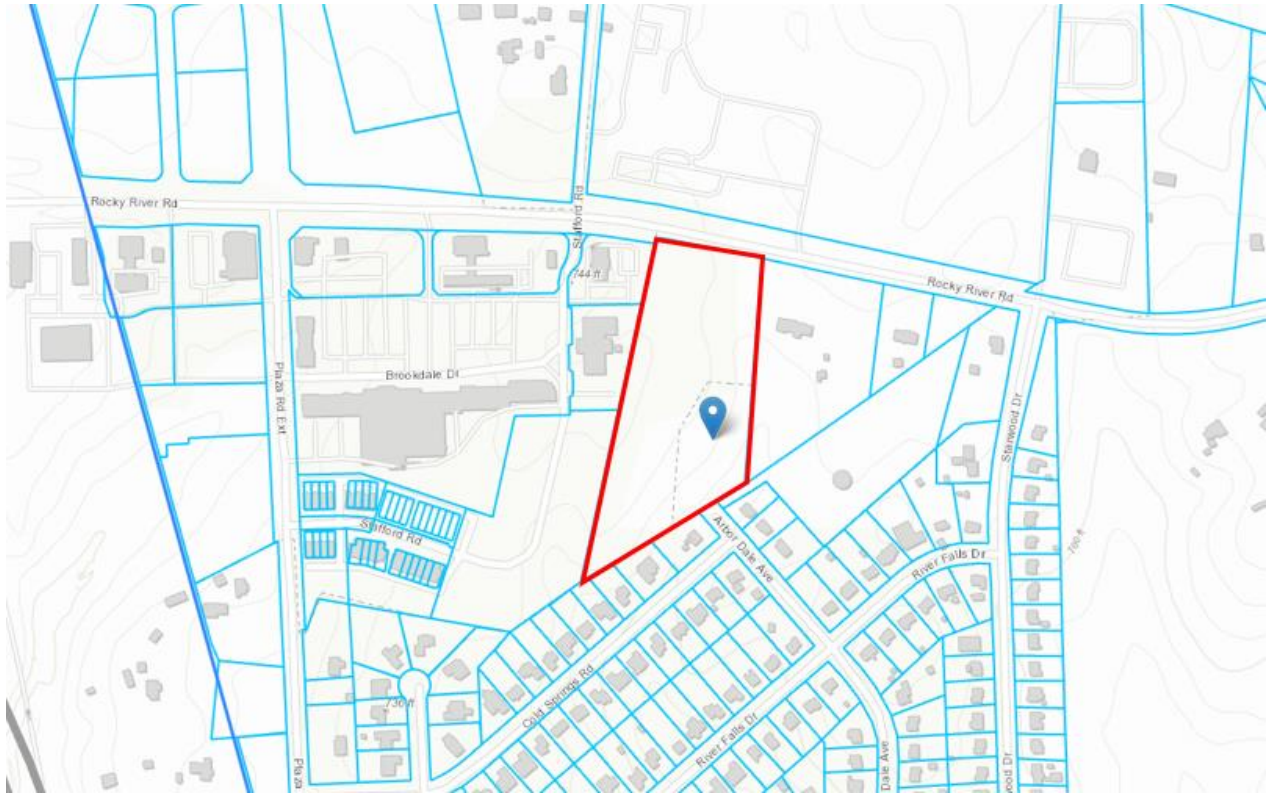
Location: Harrisburg Town Hall
4100 Main Street
Harrisburg, NC 28075

Sincerely,

A handwritten signature in black ink that reads "Craig Thomas".

Craig Thomas
Senior Planner
Town of Harrisburg

Site Location Map (Property highlighted below)



Informational Flyer for the proposed Harrisburg Retirement Residence

Thank you for attending the Developer neighborhood meeting to discuss the Hawthorn senior living facility planned for the property located at 9569 Rocky River Rd. The property is proposed to be annexed into the Town of Harrisburg and zoned General Commercial. We have attempted to notify all property owners near the project however, we encourage you to share with others who may be interested in this project. If you would like additional information, please reach out to the contact below.



For more information, please contact the Project Manager:

Kristi Neznanski KNeznanski@HawthornCG.com 503-400-9239



HarrisburgNC

The right side of opportunity

Neighborhood Meeting Sign-In Sheet

H2022-15-R Divine Property Empire Rezoning

10/20/2022 6:00 pm

H2022-16R

Hawthorn Sr Living

Name

Address

Frank Cantrell

PAB Engineering

Eric Hooper

Empire Communities

Randy Hard

11485 Peach Orchard

David Henderson

Rocky River Road - Venture Church

RYAN EIDE

10602 CORONET CT HARRISBURG NC

Monica Long

3714 Ayshire CRT Hamlet

Neighborhood Meeting ZOOM Call-in

10/20/22

cheryl

Collin Brown

Ron Smith

Markeisha Ford

Mike Long

Rodney Dellinger

Jade Stone

Larry

Ed

Karen Peters

717-578-2054

201-575-8485

761-451-7277



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, 2023
Revised June 26, 2023

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.

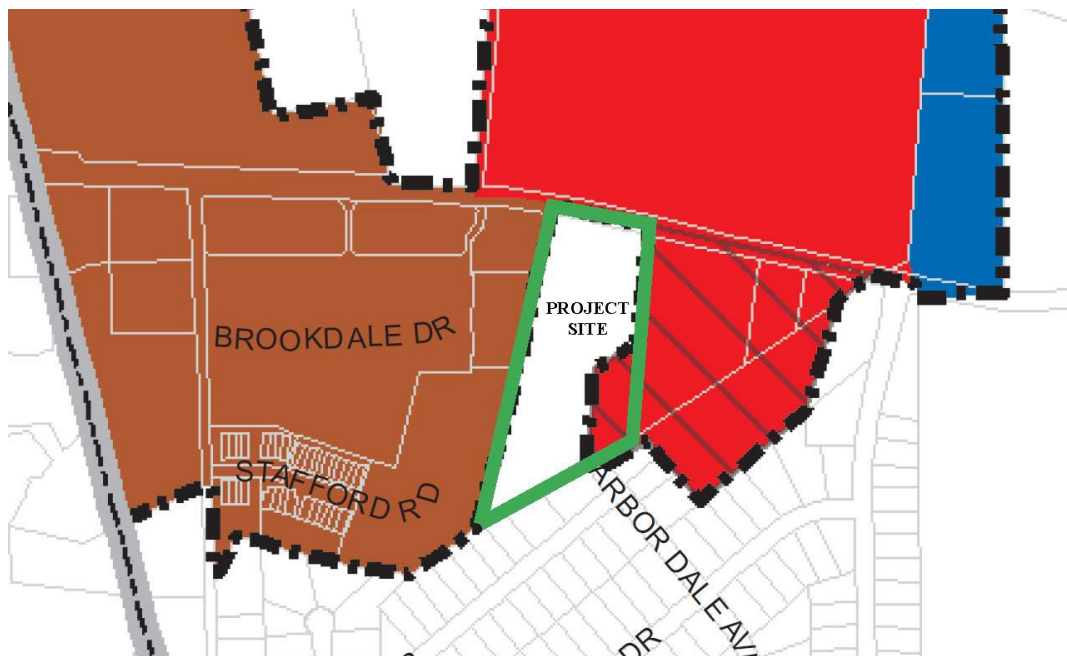
The exterior design of the building provides architectural features and changes in colors and materials to visually articulate the building façade. Resident patios and decks provide additional architectural relief along the building's exterior. The core of the building steps down from three to two and 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:

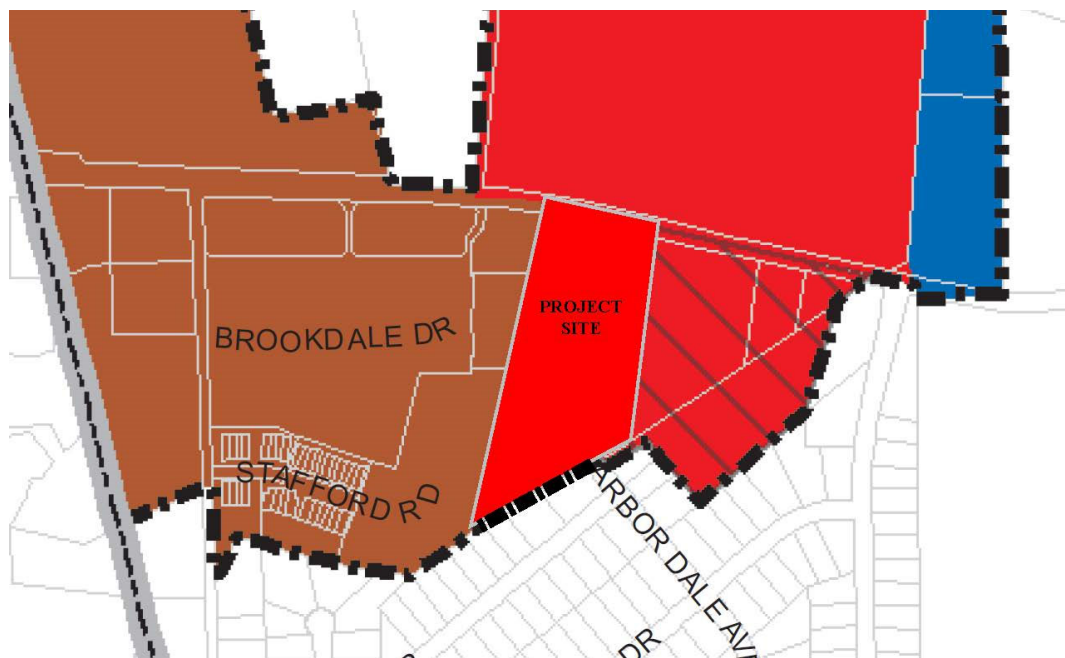
North: General Commercial (GC), Atrium Hospital and Future Medical Office

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.

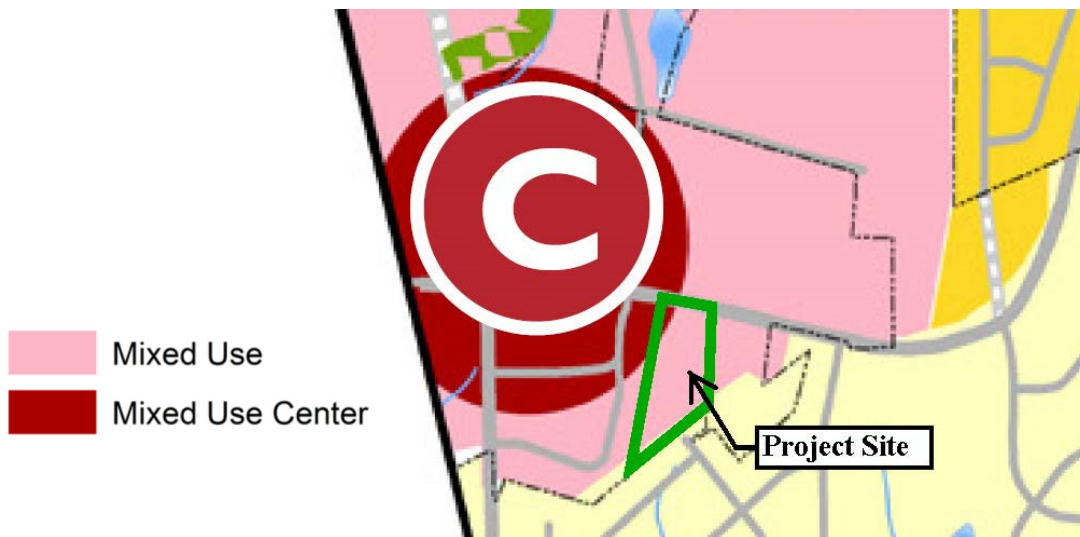
The property is shown in the HALUP as being within the Harrisburg Planning Area (Figure 2 The Planning Area) but outside of the town limits. The Planning Area is described as including areas of potential future annexation indicating that this site was anticipated to be annexed into the town limits at 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 or exceeds 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	55%
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: JUNE 23, 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:

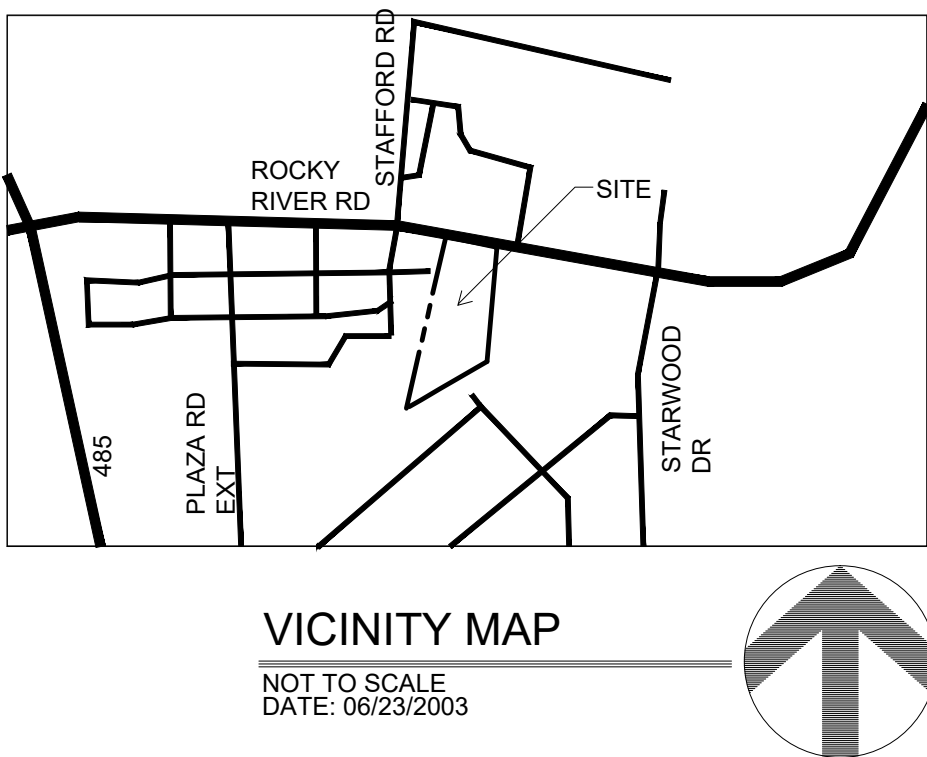
- L1.1 LANDSCAPE PLAN

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
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(360) 213-1550 Fax (360) 213-1540

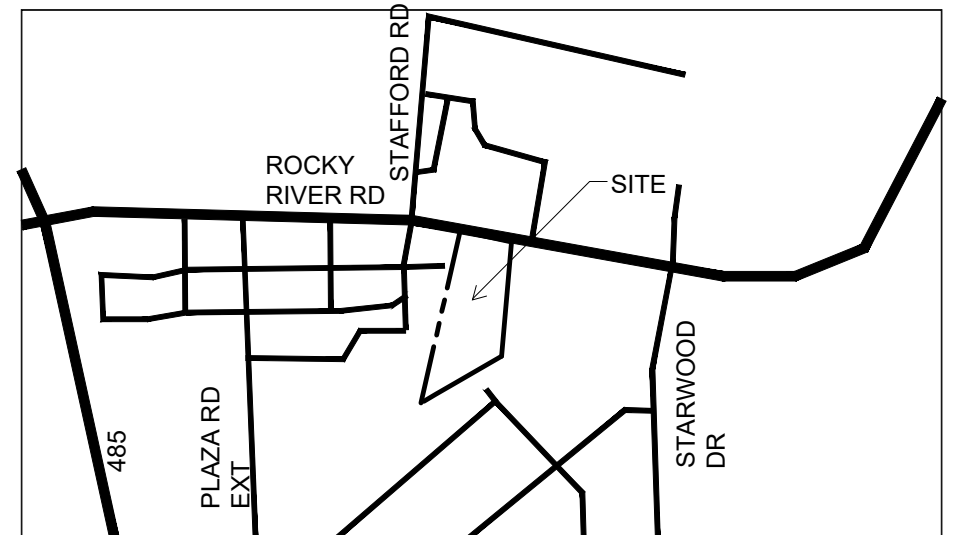
1 12/21/2022
2 04/06/2023
3 06/23/2023

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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: 06/23/2023
1" = 50'

0 25 50 100 150
1 12/21/2022
2 04/06/2023
3 06/23/2023

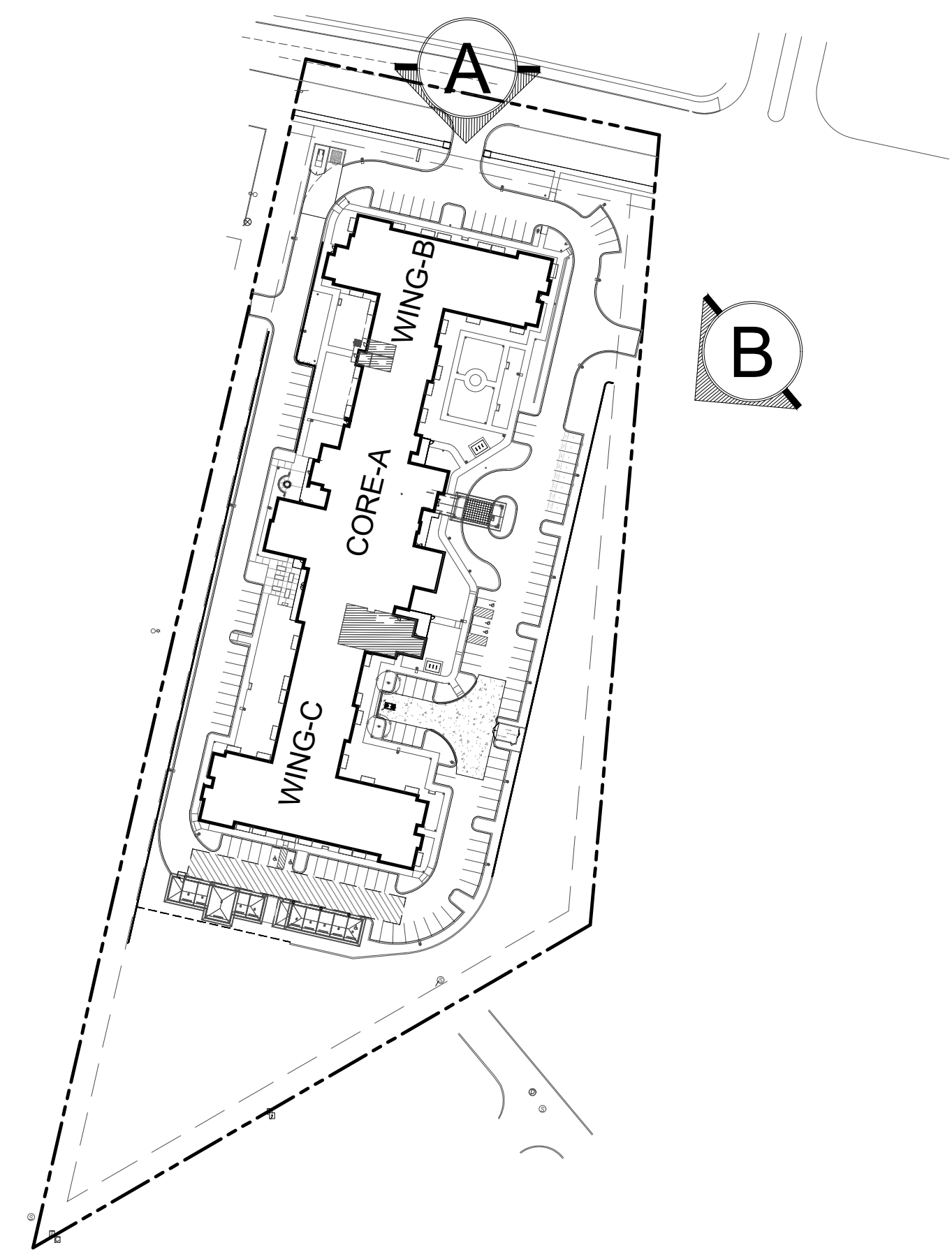
HAWTHORN
SENIOR LIVING

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(360) 213-1550 Fax (360) 213-1540

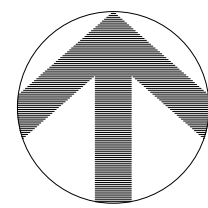
A1.1



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: 06/23/2023

- 1 12/21/2022
- 2 04/06/2023
- 3 06/23/2023

Harrisburg Retirement Residence

Harrisburg, NC

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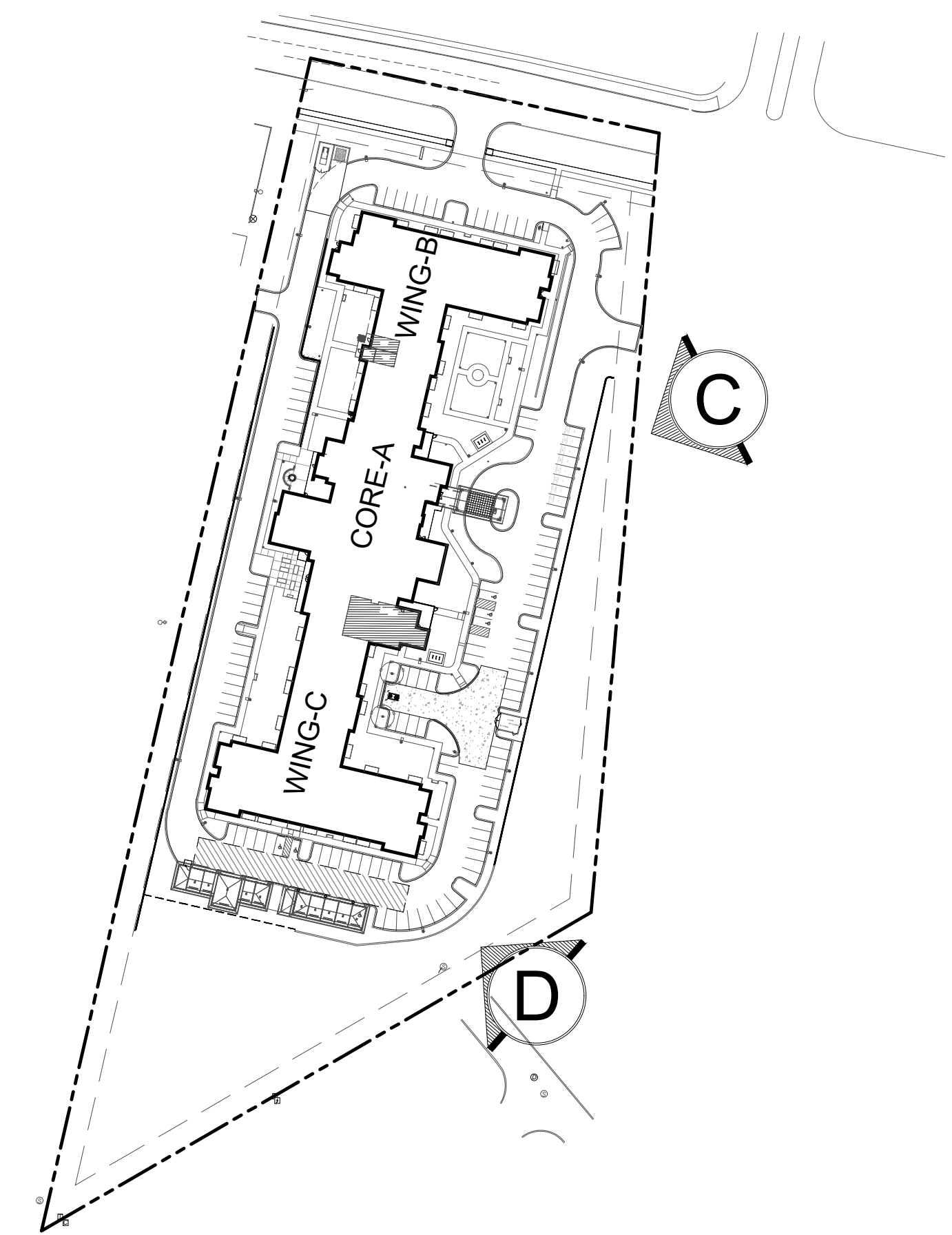
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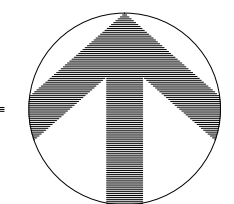
A4.1



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:
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141.02 OF THE TOWN OF HARRISBURG UDO.

EXTERIOR RENDERINGS

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DATE: 06/23/2023

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A4.2

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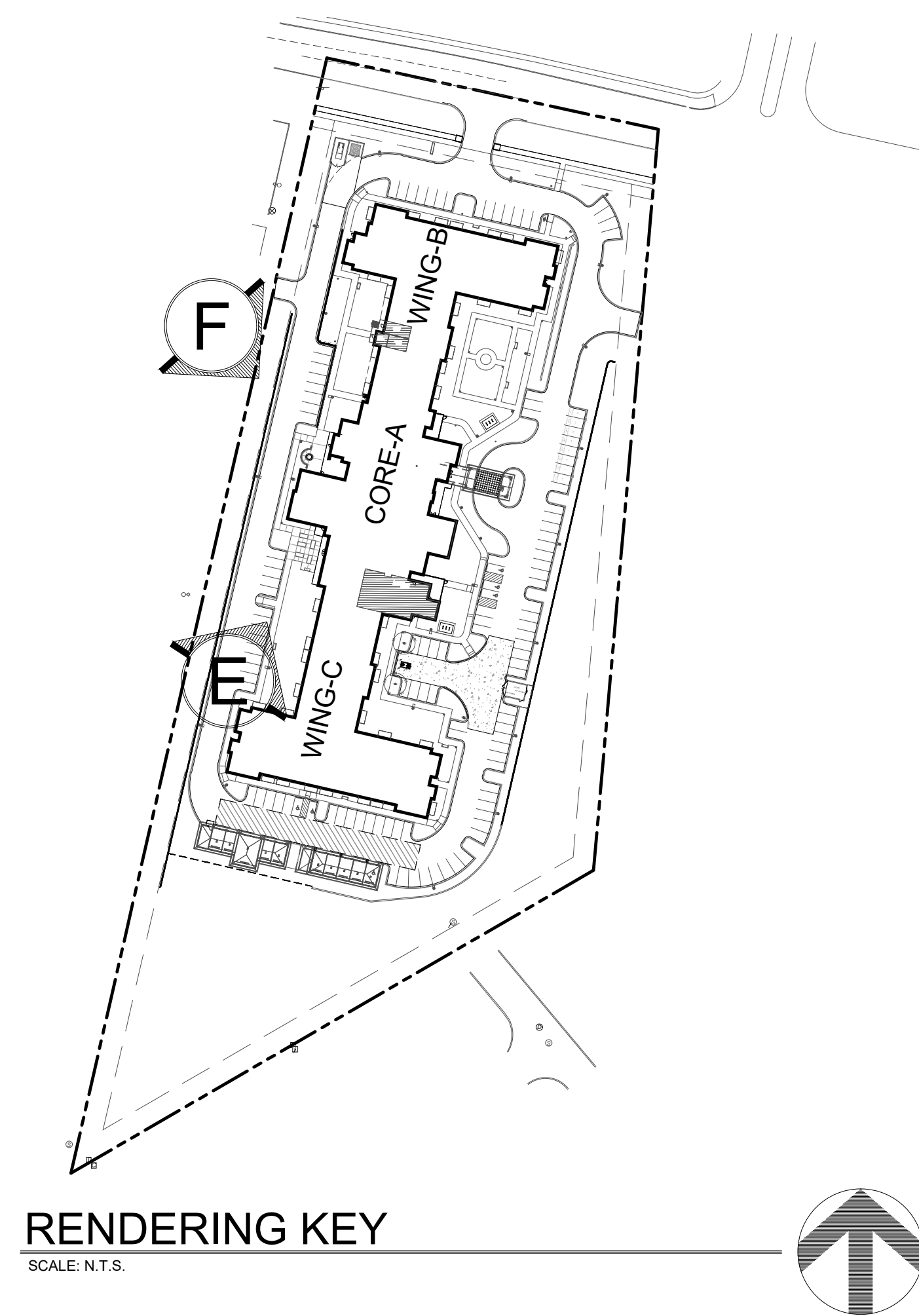
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Harrisburg Retirement Residence

Harrisburg, NC



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



RENDERING KEY
SCALE: N.T.S.



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

NOTE:
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141.02 OF THE TOWN OF HARRISBURG UDO.

EXTERIOR RENDERINGS

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A4.3

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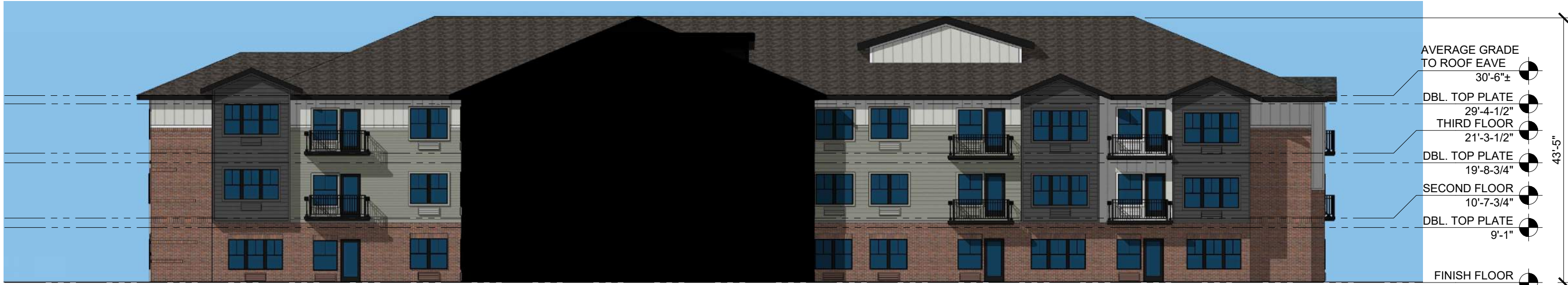
Harrisburg Retirement Residence

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.)



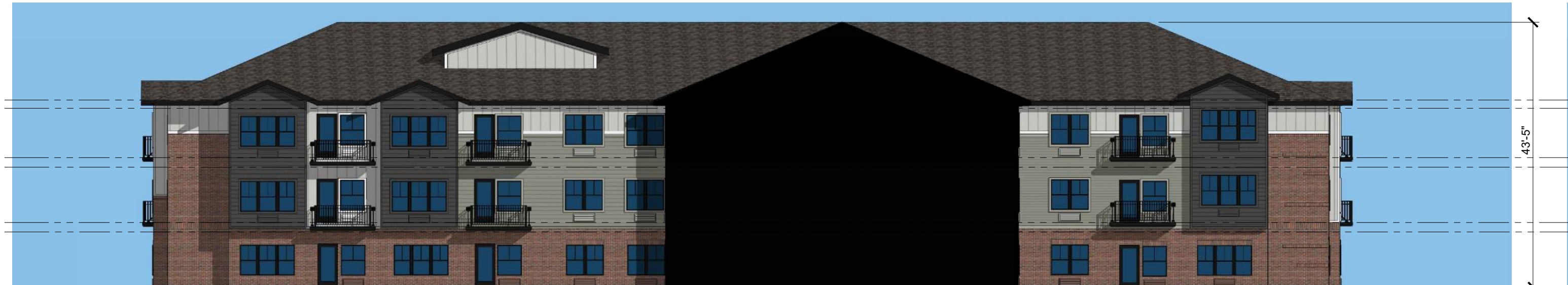
C WING B (NORTH) ELEVATION

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



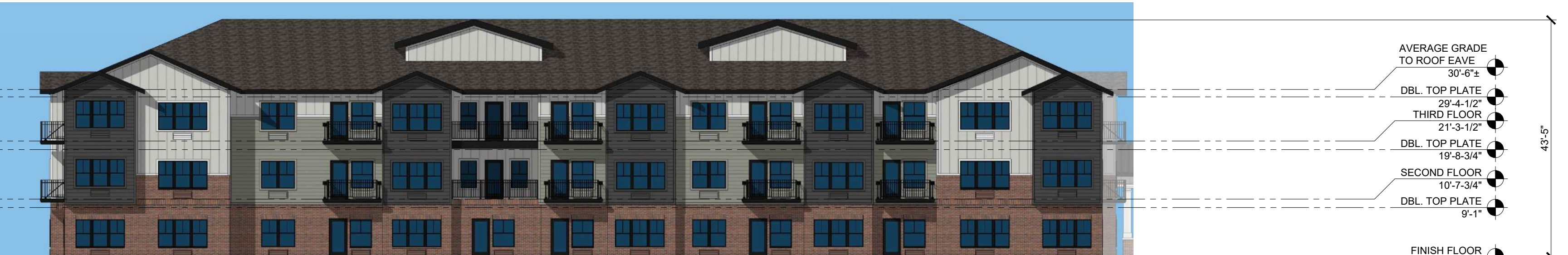
D REAR (WEST) ELEVATION

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



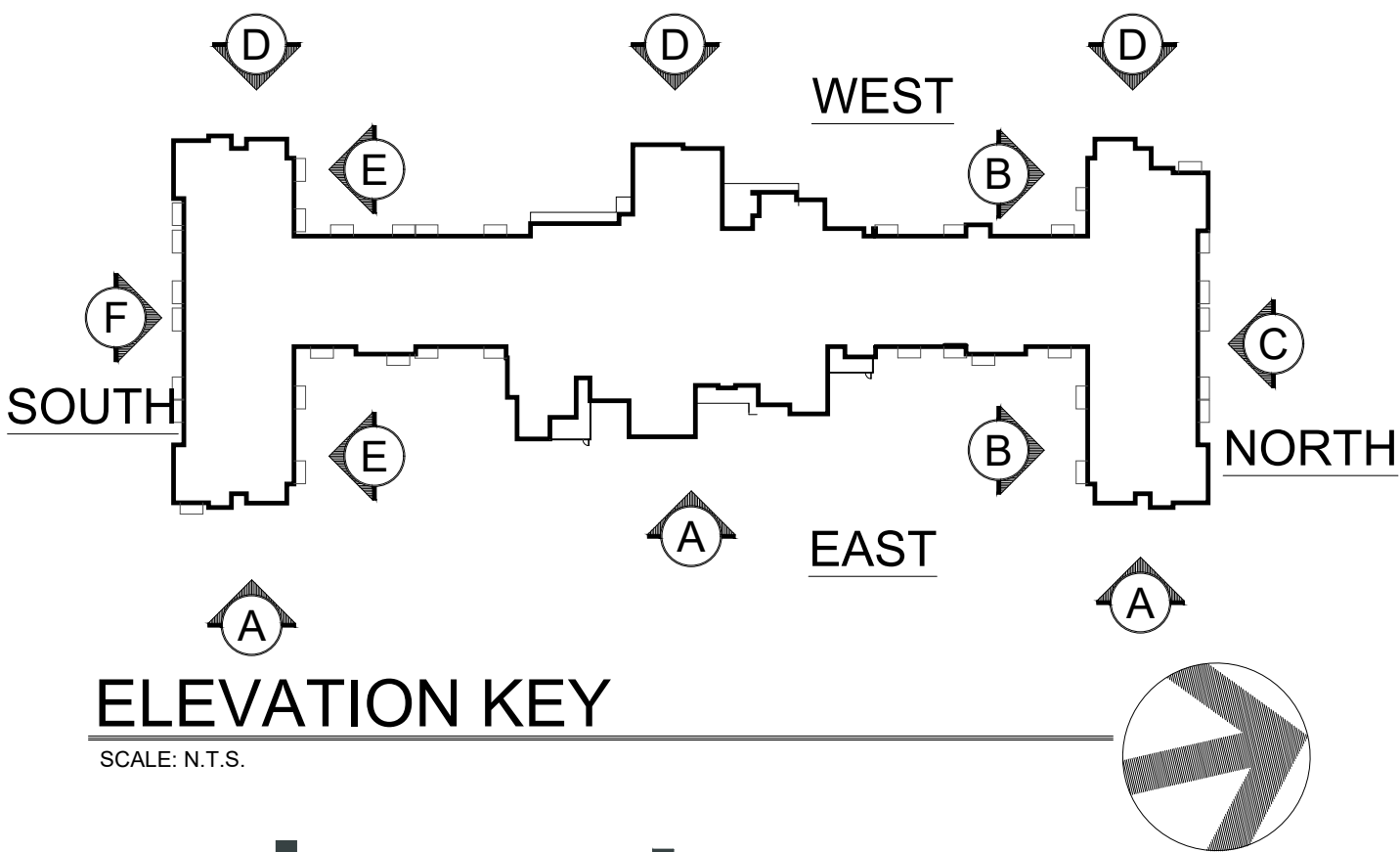
E WING C (NORTH) ELEVATION

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.



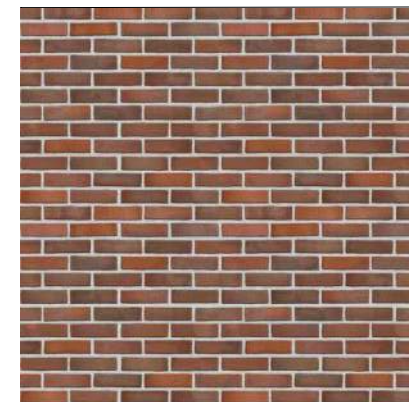
HARDIE PANEL - SMOOTH FINISH
COLOR: LIGHT MIST*
LOCATIONS: BOARD + BATT SIDING, WINDOW
AND DOOR TRIM AS SHOWN ON ELEVATIONS.



HARDIE PANEL LAP SIDING - 7" REVEAL -
WOOD GRAIN FINISH
COLOR: GRAY SLATE*
LOCATIONS: LAP SIDING, WINDOW AND DOOR
TRIM, BELLY BAND AS SHOWN ON
ELEVATIONS



HARDIE PANEL LAP SIDING - 7" REVEAL -
WOOD GRAIN FINISH
COLOR: IRON GRAY*
LOCATIONS: LAP SIDING, WINDOW TRIM,
FASCIAS & SOFFITS AS SHOWN ON
ELEVATIONS



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

KEY NOTES/COLORS

* = 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: 06/23/2023

1 12/21/2022

2 04/06/2023

3 06/23/2023

Harrisburg Retirement Residence

Harrisburg, NC

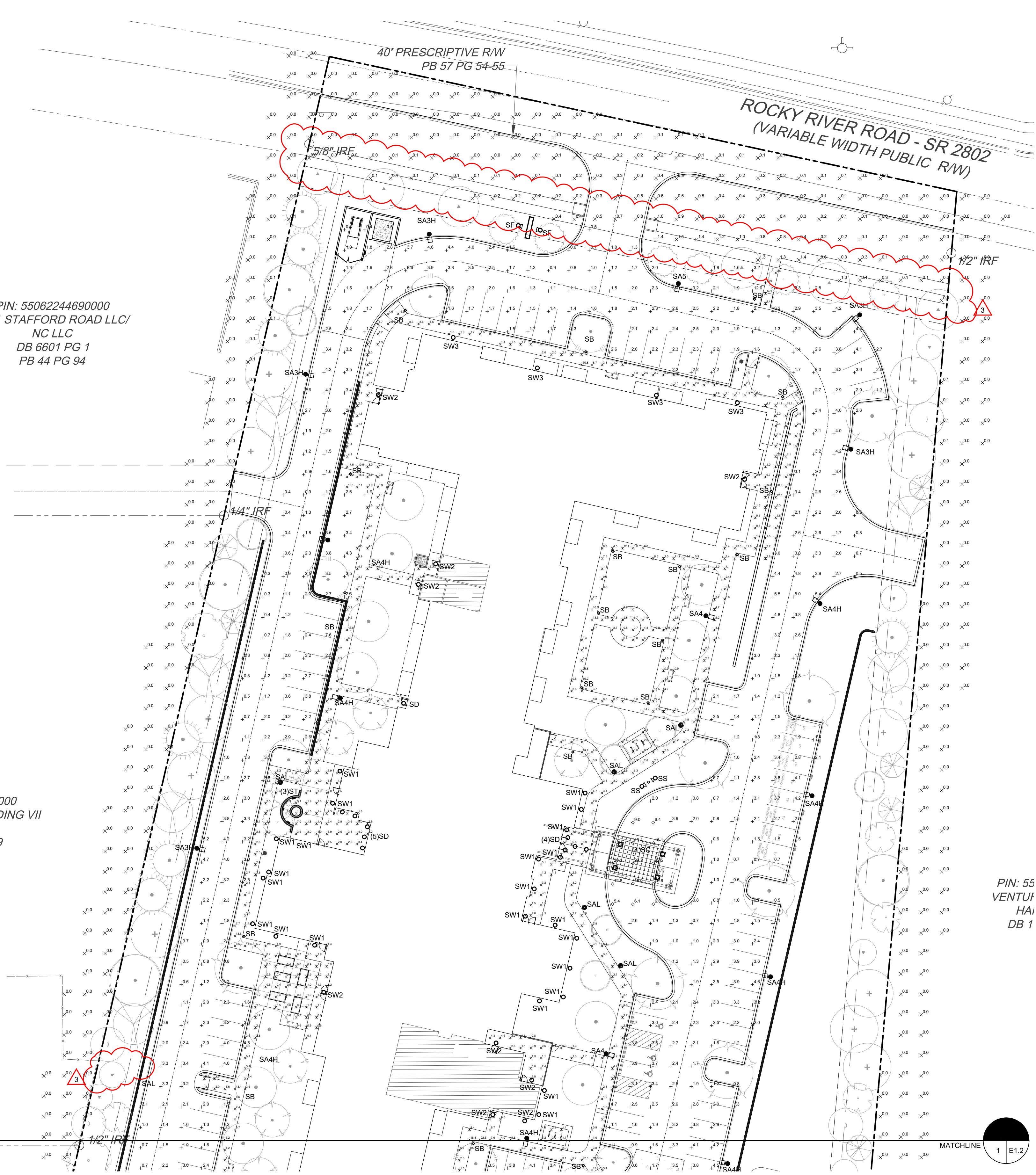
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A5.1



STAFFORD RD
(VARIABLE WIDTH
PUBLIC R/W)

PIN: 55062244690000
9501 STAFFORD ROAD LLC/
NC LLC
DB 6601 PG 1
PB 44 PG 94

PIN: 55062242430000
STORE MASTER FUNDING VII
LLC A DE LLC
DB 11675 PG 99
PB 44 PG 94

PIN: 55
VENTUR
HAI
DB 1

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
ENTRY CANOPY	*	13.9 fc	23.7 fc	5.4 fc	4.4:1	2.6:1
PARKING	+	2.3 fc	12.0 fc	0.3 fc	40.0:1	7.7:1
PROPERTY LINE	X	0.1 fc	1.5 fc	0.0 fc	N/A	N/A
WALKS	X	3.9 fc	23.0 fc	0.1 fc	N/A	N/A

Label	Quantity	Manufacturer	Catalog Number	Description	Lumens Per Lamp	Light Loss Factor	Wattage
SA3H	6	Lithonia Lighting	DSX0 LED P4 40K T3M MVOLT HS	DSX0 LED P4 40K T3M MVOLT with housewire shield	8311	0.95	92
SA4	3	Lithonia Lighting	DSX0 LED P4 40K TFTM MVOLT	DSX0 LED P4 40K TFTM MVOLT	10558	0.95	92
SA4H	13	Lithonia Lighting	DSX0 LED P4 40K TFTM MVOLT HS	DSX0 LED P4 40K TFTM MVOLT with housewire shield	8244	0.95	92
SA5	1	Lithonia Lighting	DSX0 LED P4 40K TSW MVOLT	DSX0 LED P4 40K TSW MVOLT	10889	0.95	92
SAL	6	Lithonia Lighting	ROADPT P2 40K SYM	ROADPT P2 40K SYM Symmetric distribution	5186	0.95	35
SB	26	Lithonia Lighting	DSXB LED 16C 700 40K SYM	D-SERIES BOLLARD WITH 16 4000K LEDS OPERATED AT 700mA AND SYMMETRIC DISTRIBUTION	3009	0.95	39
SC	4	EATON - MCGRAW-HILL (FORMER COOPER LIGHTING)	LRC-B64-LED-E1-WST	LRC CANOPY LUMINAIRE ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 38.75 FEET	8123	0.95	88
SD	10	EATON - HALO (FORMER COOPER LIGHTING)	SLD612840WH	HALO 6 INCH SURFACE LED DOWNLIGHT	1000	0.95	14.8
SF	2	KIM LIGHTING	CFL-WF-214K50	CFL	4178	0.95	35.46
SS	2	KIM LIGHTING	CFL-NF-214K50	CFL	4212	0.95	34.46
ST	3	KIM LIGHTING	EL8079LAKMT-FLOOD	EL8079LAKMT-FLOOD	285	0.95	10.4
SW1	23	Lithonia Lighting	OUTDOOR LED P1 40K	OUTDOOR LED WALL CYLINDER DOWN LIGHT & 4000K NICHIA 219C	576	0.95	9.02
SW2	22	Lithonia Lighting	WPX1 LED P1 40K Mvmt	WPX1 LED wallpack 1500lm 4000K color temperature 120-277 Volt	1505	0.95	11.5
SW3	8	Lithonia Lighting	WDO2 LED P4 40K 70CR 14M	WDO2 LED WITH P4 - PERFORMANCE PACKAGE, 4000K, 70CRI, TYPE 4 MEDIUM OPTIC	4714	0.95	45.7

1 12/21/2022

2 04/06/2023

3 06/23/2023

DATE: 06/23/2023

1" = 30'

0

15

30

60

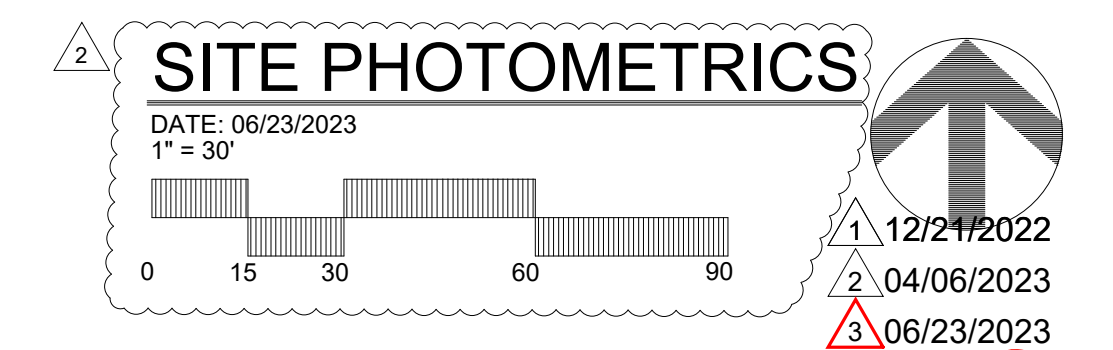
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SITE PHOTOMETRICS

12/21/2022

04/06/2023

06/23/2023



HAWTHORN

SENIOR LIVING

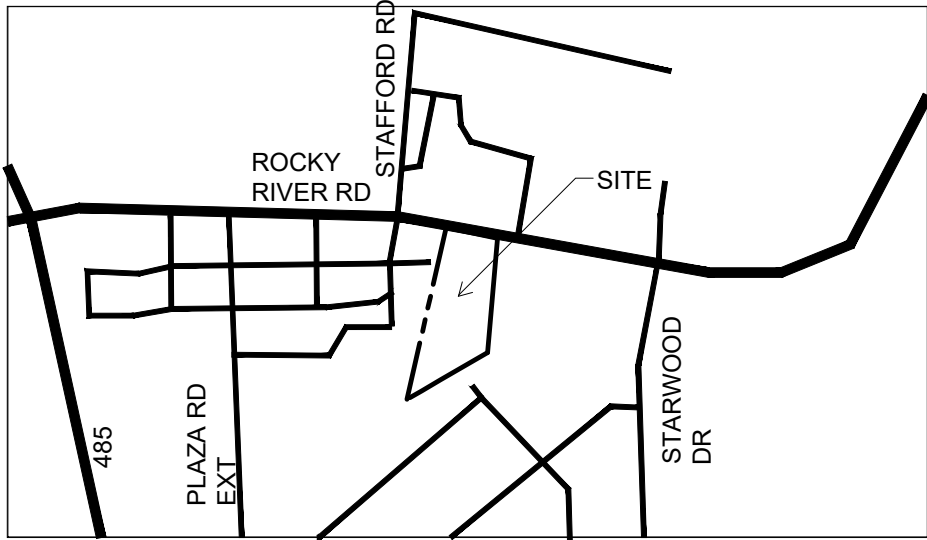


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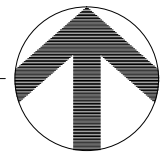
E1.2

Harrisburg Retirement Residence

Harrisburg, NC



VICINITY MAP
NOT TO SCALE

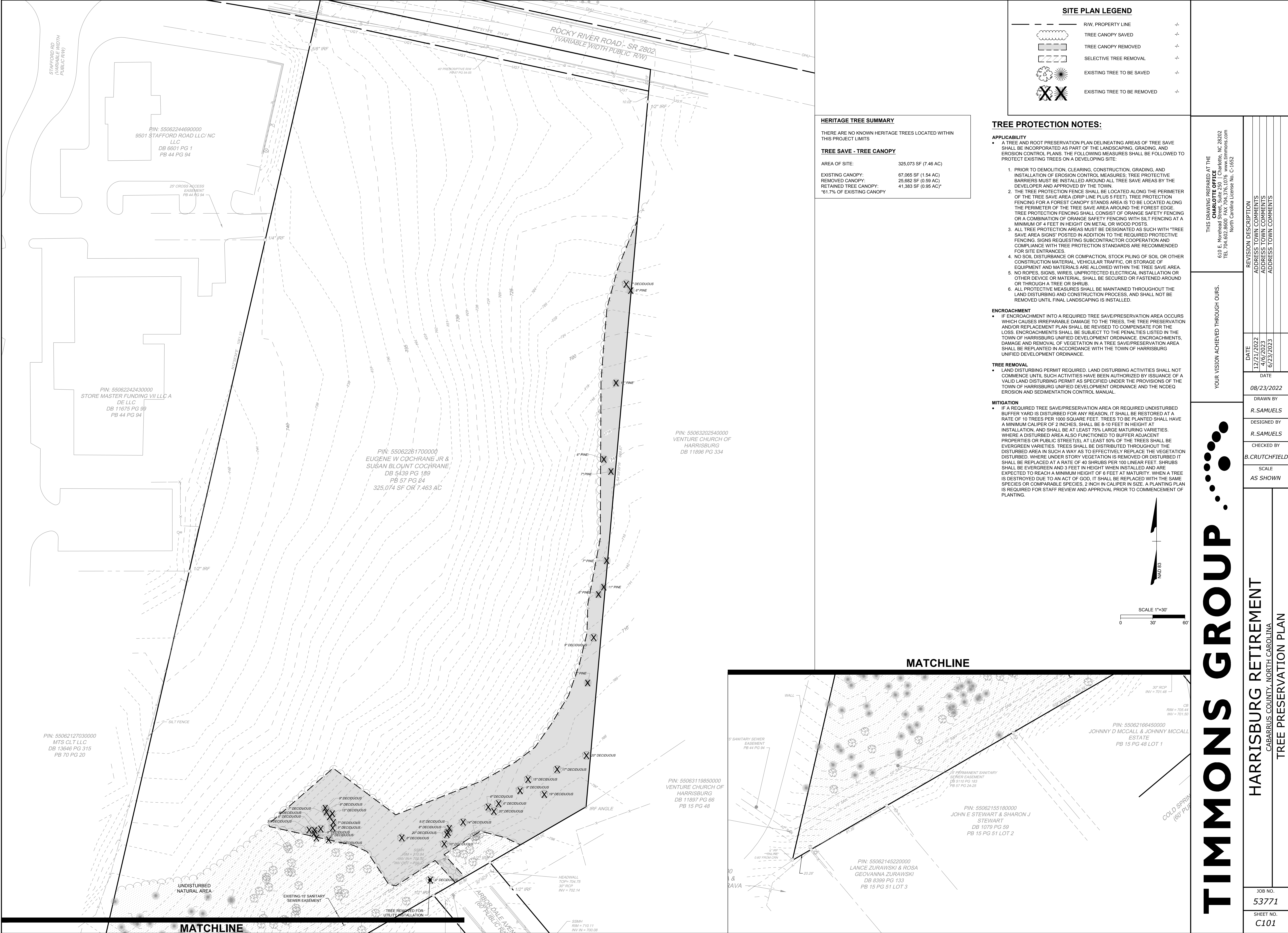


7.3-1 POINTS FOR INDIVIDUAL PLANT TYPES

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

PLANT LEGEND				
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	8	2-2.50" CAL. x 10-12"
	GINKGO BILOBA 'FAIRMOUNT' FAIRMOUNT MAIDENHAIR TREE	DECIDUOUS	16	2-2.50" CAL. x 10-12"
	JUNIPERUS VIRGINIANA EASTERN RED CEDAR	EVERGREEN	14	2-2.50" CAL. x 10-12"
	LIQUIDAMBAR STYRACIFLUA 'ROTUNDILOBA' SWEET GUM	DECIDUOUS	21	2-2.50" CAL. x 10-12"
	LIRIODENDRON TULIPIFERA TULIP TREE	DECIDUOUS	7	2-2.50" CAL. x 10-12"
	MAGNOLIA GRANDIFLORA SOUTHERN MAGNOLIA	EVERGREEN	4	2-2.50" CAL. x 10-12"
	PINUS ECHINATA SHORT-LEAF PINE	EVERGREEN	12	2-2.50" CAL. x 10-12"
	QUERCUS PHELLOS WILLOW OAK	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' FOSTER HOLLY	EVERGREEN	14	1.50-2" CAL. x 6-8"
	LAGERSTROEMIA INDICA 'MUSKOGEE' LAVENDER CRAPE MYRTLE	DECIDUOUS	11	1.50-2" CAL. x 6-8"
	MALUS 'PRAIRIFIRE' PRAIRIFIRE FLOWERING CRABAPPLE	DECIDUOUS	8	1.50-2" CAL. x 6-8"
	OXYDENDRON ARBOREUM SOURWOOD	DECIDUOUS	7	1.50-2" CAL. x 6-8"
	PRUNUS CAROLINIANA CAROLINA CHERRY LAUREL	EVERGREEN	16	1.50-2" CAL. x 6-8"
LARGE SHRUBS:				
	CHAENOMELES 'HOLLANDIA' RED FLOWERING QUINCE (BARRIER PLANT)	DECIDUOUS	13	36-42" HIGH
	ILEX CORNUTA 'BURFORDII' BURFORD HOLLY	EVERGREEN	108	36-42" HIGH
	JUNIPERUS CHINENSIS 'HETZL' HETZ'S COLUMNAR JUNIPER	EVERGREEN	94	36-42" HIGH
	OSMANTHUS FRAGRANS TEA OLIVE	EVERGREEN	93	36-42" HIGH
	PYRACANTHA COCCINEA SCARLET FIRETHORN (BARRIER PLANT)	EVERGREEN	27	36-42" HIGH
MISC. SYMBOLS				
MEDIUM & SMALL SHRUB LIST:				
	ABELIA X GRANDIFLORA 'KALEIDOSCOPE' KALEIDOSCOPE GLOSSY ABELIA	EVERGREEN	TBD	18-24" HIGH
	AZALEA (RHODODENDRON SPP.) AZALEA	EVERGREEN	TBD	18-24" HIGH
	ILEX CRENATA 'HELLERI' 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' DWARF YEDDO HAWTHORN	EVERGREEN	TBD	18-24" HIGH
	ROSA SPP. LANDSCAPE AND CARPET ROSES	DECIDUOUS	TBD	18-24" HIGH
GROUND COVER LIST (100% COVERAGE PROVIDED AT 3 YEARS):				
	COTONEASTER PROCUMBENS 'GERALD' LITTLE DIPPER COTONEASTER	EVERGREEN	TBD	1 GAL. @ 48" O.C.
	LIRIOPE MUSCARI LILY TURF	EVERGREEN	TBD	1 GAL. @ 24" O.C.
	PACHYSANDRA TERMINALIS 'GREEN SHEEN' 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

S:\0453771 Harrisburg Retirement\Drawings\Sheet\CD53771C-01-TREE PRES.dwg | Plotted on 02/20/2023 2:39 PM | by Brian Cuthfield

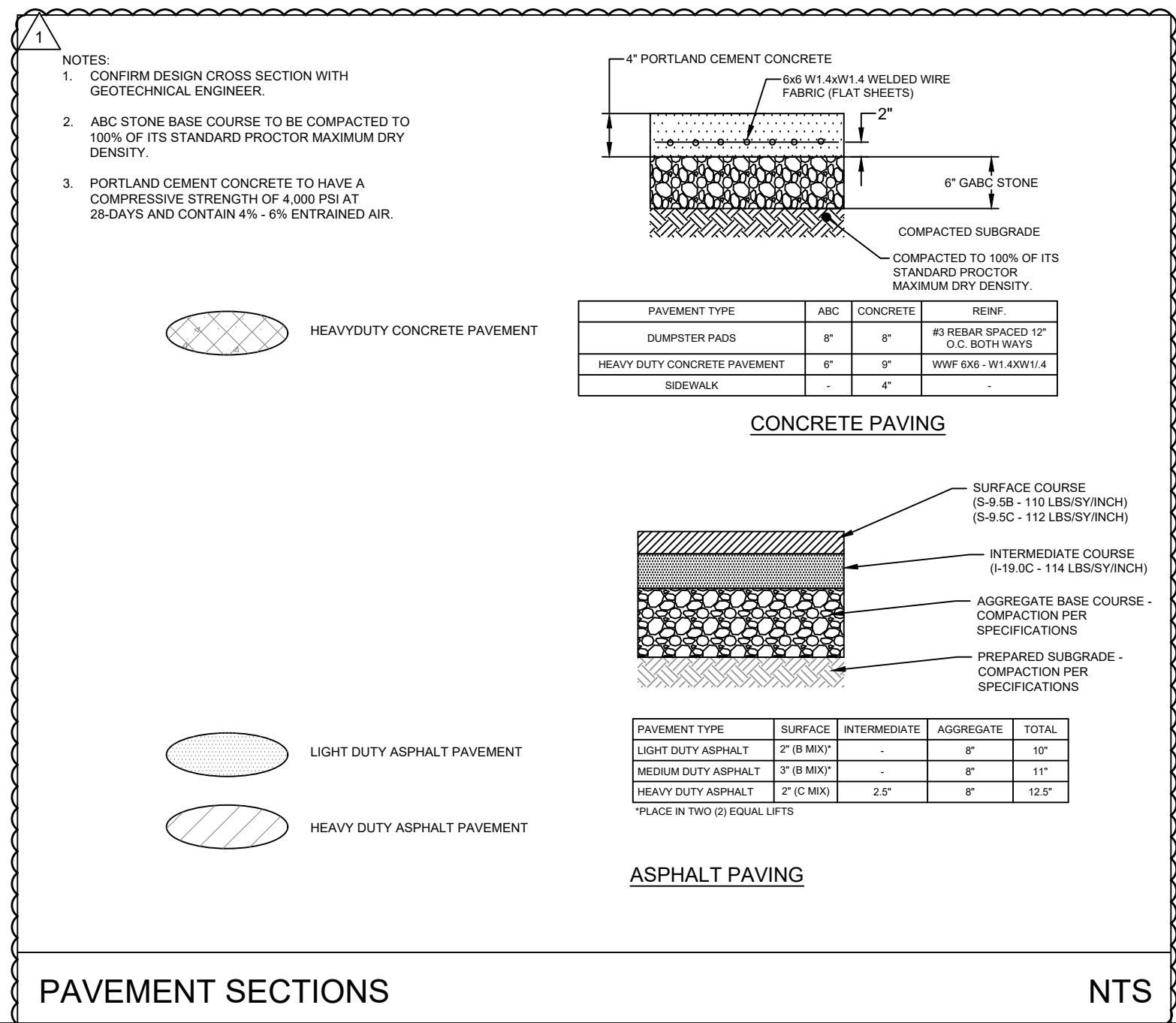


TIMMONS GROUP

HARRISBURG RETIREMENT
CABARRUS COUNTY, NORTH CAROLINA
TREE PRESERVATION PLAN

JOB NO.
53771
SHEET NO.
C101

YOUR VISION ACHIEVED THROUGH OURS.		REVISION DESCRIPTION	
DATE		ADDRESS TOWN COMMENTS	
12/21/2022		ADDRESS TOWN COMMENTS	
4/6/2023		ADDRESS TOWN COMMENTS	
6/23/2023		ADDRESS TOWN COMMENTS	
DATE		DATE	
08/23/2022		DRAWN BY	
R.SAMUELS		DESIGNED BY	
R.SAMUELS		CHECKED BY	
B.CRITCHFIELD		SCALE	
AS SHOWN		JOB NO.	
53771		SHEET NO.	
C101		THIS DRAWING PREPARED AT THE	
CHARLOTTE OFFICE		610 E. Morehead Street, Suite 250 Charlotte, NC 28302	
TEL 704-602-8600 FAX 704-376-1076 www.timmons.com		North Carolina License No. C-1652	



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

1. SITE ADDRESS:
9569 ROCKY RIVER ROAD
HARRISBURG, NC 28215
2. PARCEL ID:
55062261700000
3. SITE AREA:
7.46 AC. (324,958 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.

SCHEMATIC MAP 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 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

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.

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

- BUILDING - 150,345 GROSS SF
- 0.3 PARKING SPACES REQUIRED PER ROOM
- SPACES REQUIRED = 45

- SPACES PROVIDED = 123 SPACES TOTAL SPACES
- REQUIRED ADA SPACES = 5 SPACES
- PROVIDED ADA SPACES = 5 SPACES
- GARAGE = 10 SPACES (1 VAN)
- VANPOOL / 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.

- WATER AVAILABLE ON ROCKY RIVER ROAD
- SEWER AVAILABLE FROM EXISTING MH ON ARBOR DALE AVENUE.
- GARBAGE SERVICES WILL BE PROVIDED IN A DUMPSTER FACILITY ON SITE.

DUMPSTER ENCLOSURE

- DUMPSTER TO BE HIDDEN BY OPAQUE FENCE OR WALL OF SUFFICIENT HEIGHT TO SCREEN THE BIN. INSTALLATION WILL COMPLY WITH ARTICLE 6 OF ZONING ORDINANCE.

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

- EROSION CONTROL PLANS WILL COMPLY WITH CURRENT ORDINANCES AND BE APPLIED FOR DURING THE COMMERCIAL SITE PLAN PROCESS.

STANDARDS SET BY THE TOWN OF HARRISBURG'S STORMWATER DRAINAGE MANUAL.

THE BUFFER WILL BE NATURAL, UNDISTURBED WOODED AREAS, AND SUPPLEMENTED IF AN OPAQUE BUFFER IS NOT CREATED WITH EXISTING VEGETATION.

1 FIRE DEPARTMENT ACCESS ROAD SHALL BE A MIN. 20' UNOBSTRUCTED CLEAR WIDTH AND SHALL BE
2 CAPABLE OF SUPPORTING 60,000 LBS.
3 FIRE DEPARTMENT ACCESS ROAD SHALL EXCEEDS 150' SHALL PROVIDE AN APPROVED TURNAROUND
4 TURN RADIUS 30' INSIDE AND 42' OUTSIDE.
5 FIRE APPARATUS ACCESS ROADS SHALL HAVE A SLOPE GREATER THAN 10%.
6 FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED
7 WEIGHT OF FIRE APPARATUS AND SHALL BE SURFACED AS TO PROVIDE ALL-WEATHER DRIVING
8 CAPABILITIES.
9 FIRE APPARATUS ACCESS ROADS SHALL BE WITHIN 200 FEET OF ALL EXTERIOR WALLS OF
10 ALL BUILDINGS, INCLUDING EXISTING AND PROPOSED NON-LEASABLE BUILDINGS.
11 AN APPROVED FIRE HYDRANT SHALL BE LOCATED WITHIN 750 FEET FROM THE MOST REMOTE POINT
12 OF ALL BUILDINGS, AND MEASURED "AS THE TRUCK TRAVELS".
13 THE FIRE DEPARTMENT CONNECTION (FDC) SHALL NOT BE GREATER THAN 50 FEET FROM A FIRE
14 DEPARTMENT ACCESS ROAD.

1. ALL UTILITIES ARE TO BE DEGRADES UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO BE UNDERGROUND UNLESS OTHERWISE NOTED.
3. THE EXISTING SLOPE SHALL ESTABLISH THE POINT OF BEGINNING (P.O.B.) AND STAKE SITE AS INDICATED ON CONSTRUCTION DOCUMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION. NOTIFY THE GROUP INSURANCE COMPANY OF ANY CHANGES TO THE EXISTING SLOPE.
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 STANDARD PRACTICES FOR THE GROUP INSURANCE COMPANY.
6. NO OBSTRUCTION OF PUBLIC ROW OR SIDEWALK WILL BE ALLOWED. NO PARKING IS ALLOWED OVER ANY OBSTRUCTION.
7. NO DEMOLITION LANDFILLS ALLOWED ON SITE.
8. THE PURPOSE OF THE STORM DRAINAGE SYSTEM (SDDS) IS TO IMPROVE STORM WATER DRAINAGE STRUCTURE AND TO PREVENT SELECT WHAT MAY IMPROVE STORM WATER FLOW OR SYSTEM MAINTENANCE ARE PROHIBITED. MAINTENANCE OF THE SIDE SHALL BE THE RESPONSIBILITY OF THE GROUP INSURANCE COMPANY.
9. A SITE LIGHTING PLAN WILL BE REQUIRED AT THE CONSTRUCTION DOCUMENT REVIEW PHASE.



HARRISBURG RETIREMENT

CABARRUS COUNTY, NORTH CAROLINA

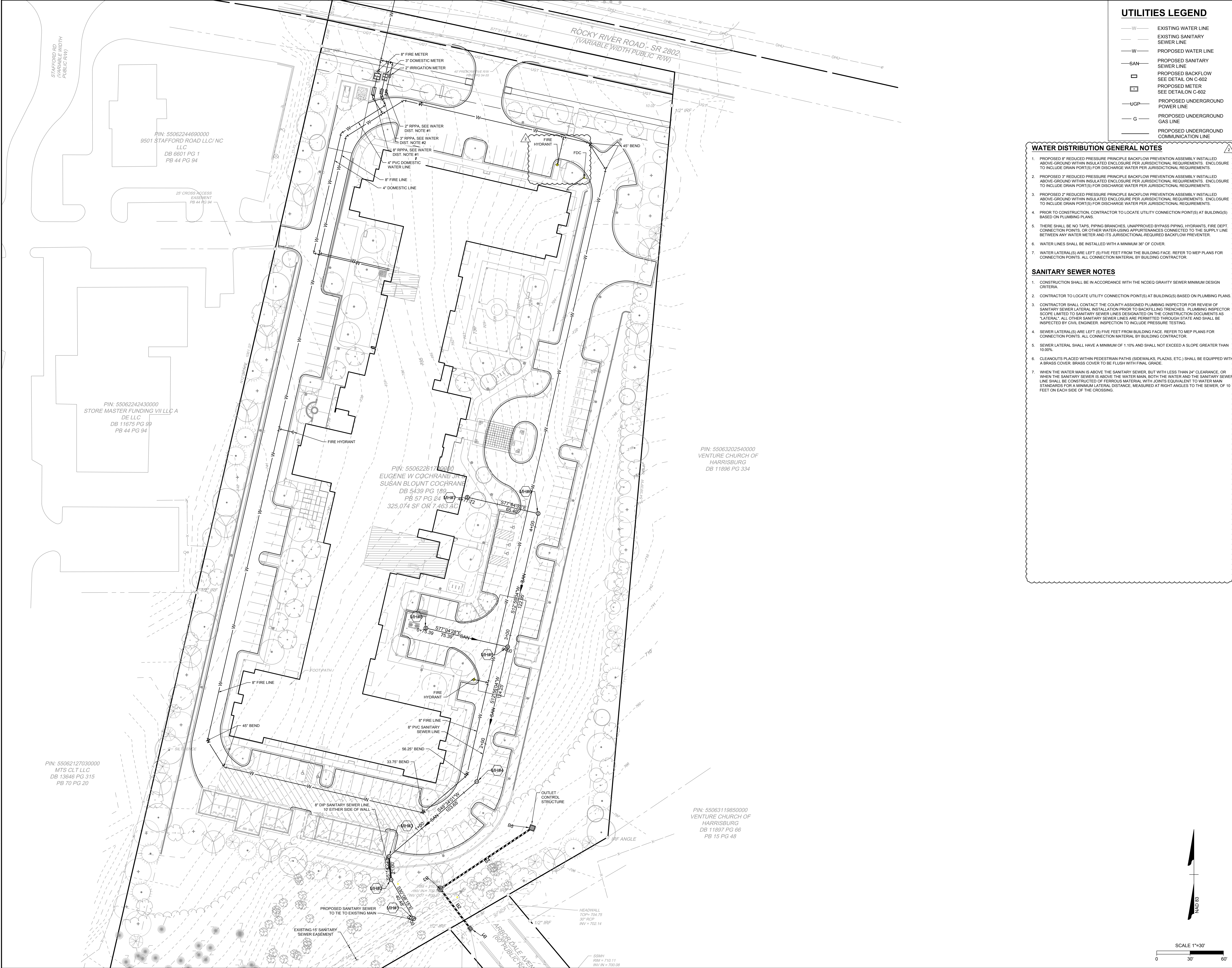
SITE PLAN

JOB NO.
53771

SHEET NO.
C200



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TIMMONS GROUP

HARRISBURG RETIREMENT
CABARRUS COUNTY, NORTH CAROLINA

UTILITY PLAN

JOB NO.
53771

SHEET NO.
C500

THIS DRAWING PREPARED AT THE
CHARLOTTE OFFICE
610 E. Morehead Street, Suite 250 | Charlotte, NC 28202
TEL 704-602-8600 FAX 704-376-1076 www.timmons.com
North Carolina License No. C-1652

YOUR VISION ACHIEVED THROUGH OURS.

REVISION DESCRIPTION
ADDRESS TOWN COMMENTS
ADDRESS TOWN COMMENTS
ADDRESS TOWN COMMENTS

DATE
12/21/2022
4/6/2023
6/23/2023
DATE
08/23/2022

DRAWN BY

R.SAMUELS

DESIGNED BY

R.SAMUELS

CHECKED BY

B.CRUTCHFIELD

SCALE

AS SHOWN



SUMMARY OF PROBABLE CONSTRUCTION COSTS

Harrisburg Retirement

Harrisburg, NC

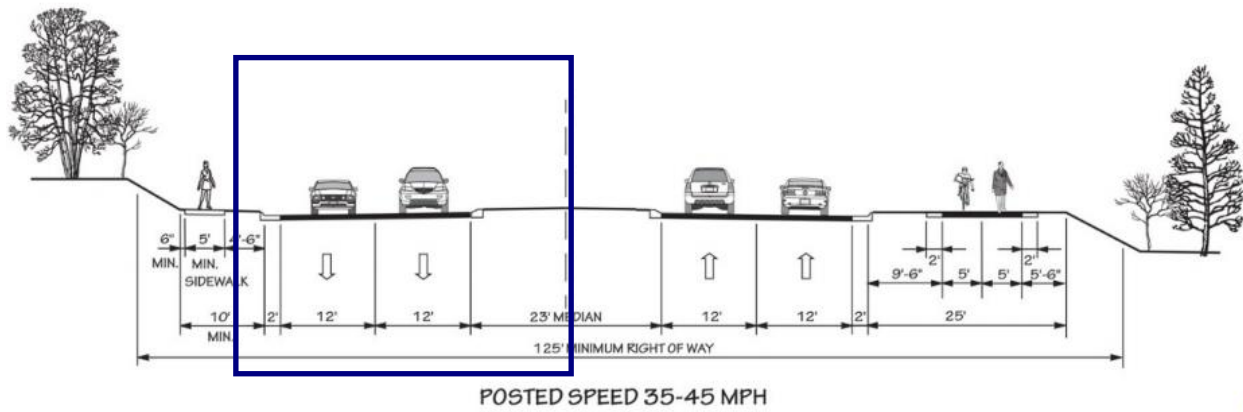
26-Jun-23

Rocky River Road Improvements	Quantity	Unit Cost	Total Cost
Heavy Duty Asphalt Paving	954 SY	\$ 50	\$ 47,700
Concrete Median	406 SY	\$ 25	\$ 10,150
Curb & Gutter	318 L.F.	\$ 26.00	\$ 8,268
Striping	1 LS	\$ 5,000.00	\$ 5,000
Traffic Control	1 LS	\$ 10,000.00	\$ 10,000
			\$ -
			\$ -
			\$ -
SITEWORK TOTAL:			\$ 81,118

* Estimate includes improvements to Rocky River Road to accommodate the ultimate section of 4 lanes divided with a concrete median and bike lane across the frontage of the Harrisburg Retirement property only.

TYPICAL SECTION No. 4J

4 LANE DIVIDED (23' RAISED MEDIAN)
WITH CURB & GUTTER, SIDEWALKS AND SIDEPATH



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

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

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

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

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

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): TBD

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

- 1) SURVEY PREPARED WITH THE USE OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER g0202061262, DATED APRIL 26, 2022.
- 2) AREAS COMPUTED BY COMPARATIVE METHOD.
- 3) PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
- 4) ALL DISTANCES SHOWN ON SERVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- 5) THIS SITE LIES IN ZONE X, AREA OF MINIMAL FLOODING ACCORDING TO FLOOD INSURANCE RATE MAPS.
- 6) BASIS OF BOUNDARY INFORMATION IS NC-GRAD DEEDS (2011-).
- 7) BOUNDARY INFORMATION IS BASED IN PART, ON DEEDS AND MAPS OF RECORD, AND BY AN ACTUAL FIELD SURVEY BY THIS FIRM.
- 8) THIS SITE LIES IN ZONE X, AREA OF MINIMAL FLOODING ACCORDING TO FLOOD INSURANCE RATE MAPS.
- 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 - O-1 AND GC
- 12) CONTOUR INTERVAL - 15.00 FT
- 13) VERTICAL DATUM - NAVD 83

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

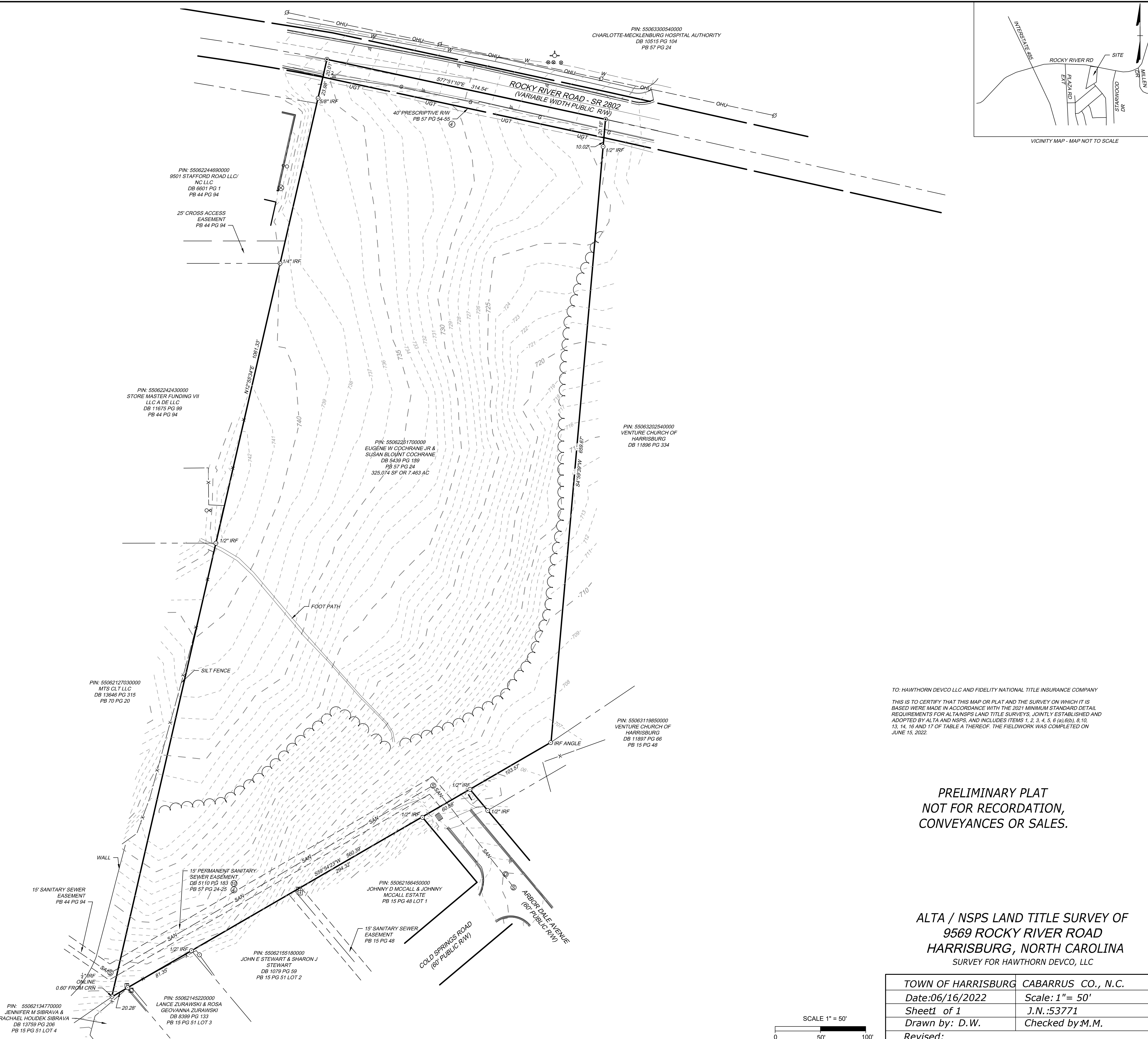
(1) CLASS OF SURVEY: "CLASS A"
(2) POSITIONAL ACCURACY: 0.04'
(3) TYPE OF GPS FIELD PROCEDURE: NCVRS
(4) DATE OF SURVEY: 06-01-22
(5) DATUM/EPOCH: NAD83 (2011) - EPOCH 2010.00
(6) PUBLISHED/FIXED-CONTROL USE: NCVRS
(7) GEOID MODEL: 2012 (CONUS)
(8) COMBINED GRID FACTOR(S): 0.99984241
(9) UNITS: US SURVEY 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 as 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 or to purchase, or rights of first refusal (but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual 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 laws, easements, and any other matters shown on map or plat recorded in Plat Book 57, Page(s) 24-25. AS SHOWN ON MAP.
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.

Statutory liens of mechanics, laborers and materialmen that have performed or furnished labor, professional design or surveying services, or furnished materials or rental equipment of which no notice appears of record. (NOTE: This exception will be deleted only upon receipt of documentation satisfactory to the Company satisfying the Requirements Addressing Liens for Labor, Services, Materials or Rental Equipment set out in Schedule B-1 of this Commitment.) NOT A SURVEY MATTER.

⊙	IPF - IRON PIPE FOUND	Ⓚ	MH DRAINAGE	⊠	SPRINKLER HOSE
⊙	IRF - IRON ROD FOUND	Ⓚ	MH SANITARY	⊠	SPRINKLER HEAD
⊙	IRS - IRON ROD SET	Ⓚ	MH ELECTRIC	⊠	SPRINKLER VALVE
▲	CP - COMPUTED EASEMENT POINT	Ⓚ	MH TELEPHONE	⊠	GAS TEST LOCATION
●	CMF - CONCRETE MONUMENT	Ⓚ	MH WATER	⊠	GAS METER
●	MMF - MAG NAIL FOUND	Ⓚ	STORM INLET	⊠	GAS VALVE
⊙	CP - COMPUTED POINT	Ⓚ	ELECTRIC BOX	⊠	FLAG POLE
BFP	BACKFLOW PREVENTER	Ⓚ	TELEPHONE PEDESTAL	⊠	TREE
VW	WATER VAULT	Ⓚ	CABLE TV PEDESTAL	⊠	BOLLARD
VT	TELEPHONE VAULT	Ⓚ	SIGN	⊠	BOREHOLE
TC	TRAFFIC CONTROL BOX	Ⓚ	ELECTRIC METER	⊠	AC UNIT
VW	WATER VAULT	Ⓚ	UTILITY VAULT	⊠	MAILBOX
WF	WETLAND FLAG	Ⓚ	WATER METER	⊠	CLEAN OUT
RCF	REINFORCED CONCRETE PIPE	Ⓚ	WATER VALVE	⊠	GUY
CMP	CORRUGATED METAL PIPE	Ⓚ	FIRE HYDRANT	⊠	HANDICAP PARKING
VCP	VITRIFIED CLAY PIPE	Ⓚ	POWER POLE	⊠	WELL
DIP	DUCTILE IRON PIPE	Ⓚ	LIGHT POLE	⊠	MONITORING WELL
HDPE	HIGH DENSITY POLYETHYLENE PIPE	Ⓚ	YARD LIGHT	⊠	ROOF DRAIN
FES	FLARED END SECTION	Ⓚ	GROUND LAMP	⊠	WATER SPIGOT
MKF	FIBER OPTIC MARKER	Ⓚ		⊠	DEED LINE
MKG	GAS MARKER	Ⓚ		⊠	LINE NOT SURVEYED
TP	TELEVISION PEDESTAL	Ⓚ		⊠	STORM LINE
SIGP	SIGNAL POLE	Ⓚ		⊠	SANITARY LINE
HVAC	HEATING, VENTILATION AND AIR CONDITIONING	Ⓚ		⊠	FENCE
LSA	LANDSCAPED AREA	Ⓚ		⊠	OHP
R/W	RIGHT-OF-WAY	Ⓚ		⊠	PAINTED GAS LINE
P/L	PROPERTY LINE	Ⓚ		⊠	PAINTED POWER LINE
C/L	CENTERLINE	Ⓚ		⊠	PAINTED STORM LINE
NTS	NOT TO SCALE	Ⓚ		⊠	PAINTED TELEPHONE LINE
GB	GAZ VALVE	Ⓚ		⊠	PAINTED WATER LINE
CB	CATCH BASIN	Ⓚ		⊠	EDGE OF TREELINE
GI	GRATE INLET	Ⓚ		⊠	PAINTED FIBER OPTIC LINE
YI	YARD INLET	Ⓚ		⊠	PAINTED CABLE TV LINE
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.

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES OR SALES.

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

TOWN OF HARRISBURG	CABARRUS CO., N.C.
Date:06/16/2022	Scale: 1"= 50'
Sheet# of 1	J.N.:53771
Drawn by: D.W.	Checked by:M.M.
Revised:	

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.



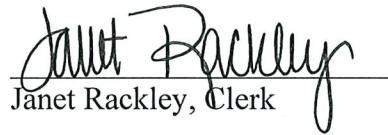
CERTIFICATE OF SUFFICIENCY

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 July 10, 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 1/2" 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:

H-2022-15-R: Divine Residential Development

Presenting Personnel:

Zac Gordon, Planning Director

Suggested Motion or Action:

Hold Public Hearing to consider the request for rezoning of property located off Peach Orchard Road south of Sweethaven Lane (PIN 5515-26-0428 and 5515-05-7372), consisting of approximately 171 acres, from County CR (Countryside Residential) to CZ-RL (Conditional Zoning Low Density Residential).

Description/Background:

- The applicant is proposing to develop a 155-lot single-family subdivision off Peach Orchard Road. This subdivision will require rezoning and annexation into the town limits.
- The site is bisected by Peach Orchard Rd., with 84 lots to the south and 71 to the north.
- To allow for the proposed subdivision, the applicant is requesting to rezone the property from its current Cabarrus County designation of CR (Countryside Residential) to a Town of Harrisburg designation of CZ-RL (Conditional Zoning Low Density Residential).
- As a conditional zoning request, the applicant has submitted a site plan along with the request for rezoning, which is attached for your consideration.
- The property is currently located in an unincorporated area within Cabarrus County. Concurrent with this request for rezoning, the applicant has submitted a Petition for annexation of the subject property by the Town. The proposed annexation is considered to be a “non-contiguous” annexation, as the proposed subdivision is not located immediately adjacent to the Town’s primary corporate limits.
- The RL zoning district has a maximum density of 1-2 dwelling units per acre. The proposed density for this subdivision is 0.91 dwelling units per acre. If rezoning approval is granted, site density may not exceed 0.91 units/acre and the development will be subject to all the conditions imposed by the Town Council and agreed to by the applicant.
- The request to rezone the subject property as Residential Low (RL) is consistent with the HALUP, which designates this property as Very Low Density Residential (VLDR). The VLDR designation calls for less than one (1) dwelling unit per acre for conventional subdivisions and up to two units per acre if conservation standards are met. At 0.91 dwelling units per acre, the proposed subdivision complies with the HALUP future land use recommendation for this property.
- The applicant agrees to install the following road improvements per the Traffic Impact Analysis (TIA) completed for the project (see map on the following page): **NOTE: In response to traffic safety concerns, Access 1 has been eliminated):**
 - o **Peach Orchard Road and Robinson Church Road:**
 - ☐ Contribution of westbound right-turn lane along Peach Orchard Road with a minimum 100 feet of storage.
 - ☐ Construction of an eastbound left-turn lane along Robinson Church Road with a minimum of 100 feet of storage.
 - o **Peach Orchard Road and Lower Rocky River Road/Rocky River Church Road:**

- ☐ Construction of a westbound right turn lane along Lower Rocky River Road with a minimum of 100 feet of storage.
- ☐ Construction of an eastbound left turn lane along Rocky River Church Road with a minimum of 100 feet of storage.
- o **Peach Orchard Road and Access 2:**
 - ☐ Construction of the eastbound approach with one ingress and one egress lane and an “Internal Protected Stem” (IPS) of 100 feet.
 - ☐ Construction of the westbound approach with one ingress and one egress lane and an IPS of 100 feet.

Recommendation:

PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board recommended Town Council approval of the proposed rezoning at their May 16, 2023 meeting.

STAFF RECOMMENDATION AND CONDITIONS OF APPROVAL:

Based upon consistency of the proposed subdivision with the Harrisburg Area Land Use Plan (HALUP) and compliance with the use, dimensional and other applicable requirements of the Town’s UDO, staff is recommending approval of the applicant’s request to rezone the property from its current Cabarrus County designation of CR (Countryside Residential) to a Town of Harrisburg designation of CZ-RL (Conditional Zoning Low Density Residential) for development of the site as a 155-lot single family subdivision. Staff also recommends the preparation of a Development Agreement between the Town and developer which outlines the terms of any approval granted by the Town Council, including required public improvements.

As a conditional re-zoning, in accordance with Section 145.03 of the UDO, conditions may be imposed on the requested rezoning, subject to the consent of the applicant. Accordingly, staff recommends that the following conditions be placed on the requested conditional rezoning, with concurrence of the applicant:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to restrict cladding materials for all residential buildings to masonry products; vinyl siding will not be used.
3. Applicant agrees that there will be no exposed concrete foundations and that siding must extend to the ground level on all sides of the homes.
4. Applicant agrees to install all required (including off-site) improvements as required by the final approved Traffic Impact Analysis, with the exception of Access 1.
5. Applicant agrees to install left-turn lanes in both directions with appropriate storage along the development frontage.
6. Applicant agrees to the mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
7. Applicant agrees that all ponds shall be wet detention ponds with fountains. Ponds shall be designed such that there is a minimum depth of 10’ over at least 25% of the permanent pool area.
8. Applicant agrees fence surrounding detention pond shall be vinyl 4-rail farm fence, preferably white.
9. Applicant agrees mailbox clusters shall meet ADA Standards at a minimum.
10. All streets should be to the Town of Harrisburg Engineering Design standards, alternate pavement schedule is not allowable. Roadways cross sections will be reviewed and approved at the construction document phase.
11. Applicant agrees to design and construct playing fields in the area designated as “Public Open Space” on the rezoning site plan. The final design and construction of these playing fields, shall be determined in coordination with the Town Parks and Recreation (with input from the Parks and Recreation Advisory Committee), Public Works and Planning Departments and shall be depicted on the “Preliminary Plat” for this development.
12. Applicant agrees to provide a minimum 8-foot landscape easement (4 feet on each side of the property line) for residential lots sharing a rear property line.

Fiscal Impact:

None

Attachments:

1. H-2022-15-R Staff Report Divine TC
2. H-2022-15-R RZ Application

3. H-2022-15-R Aerial
4. H-2022-15-R Site Map
5. H-2022-15-R Site Plan
6. H-2022-15-R Signed and Executed TIA- 03.07.2023
7. H-2022-15-R Development Standards - Empire - Peach Orchard
8. H-2022-15-R Neighborhood Meeting Report
9. H-2022-15-R Public Hearing Notice
10. H-2022-15-R TC Notice to Abutting Property Owners
11. H-2022-15-R Devine_Annexation_Application
12. H-2022-15-R Survey
13. H-2022-15-R Legal Description
14. H-2022-15-R-Certificate of Sufficiency
15. H-2022-15-R Resolutin Fixing Date of PH



Town of Harrisburg
Planning and Economic Development Department
Rezoning Staff Report for Town Council
July 10, 2023 Meeting

DATE: June 27, 2023

SUBJECT:

Case Number: H-2022-15-R

Request: Rezone approximately 171 acres from County CR (Countryside Residential) to CZ-RL (Conditional Zoning Low Density Residential)

Project Name: Divine Rezoning

Location: The subject property is located off Peach Orchard Road south of Sweethaven Lane. (PIN 5515-26-0428 and 5515-05-7372)

Applicant: Empire Communities

Staff Report Prepared by: Zac Gordon, AICP, Planning Director

Neighborhood Meeting: October 20, 2022

BACKGROUND:

Area: ±171 acres Total

Existing Land Use: Vacant/Single-Family Residential

Zoning within 500 feet: North – RL (Low Density Residential), Town
South – CR (Countryside Residential), Cabarrus County
East – CR (Countryside Residential), Cabarrus County
West – CR (Countryside Residential), Cabarrus County

Land Uses within 500 feet: North – Residential, Town
South – Residential, Cabarrus County
East – Vacant, Cabarrus County
West – Residential, Cabarrus County

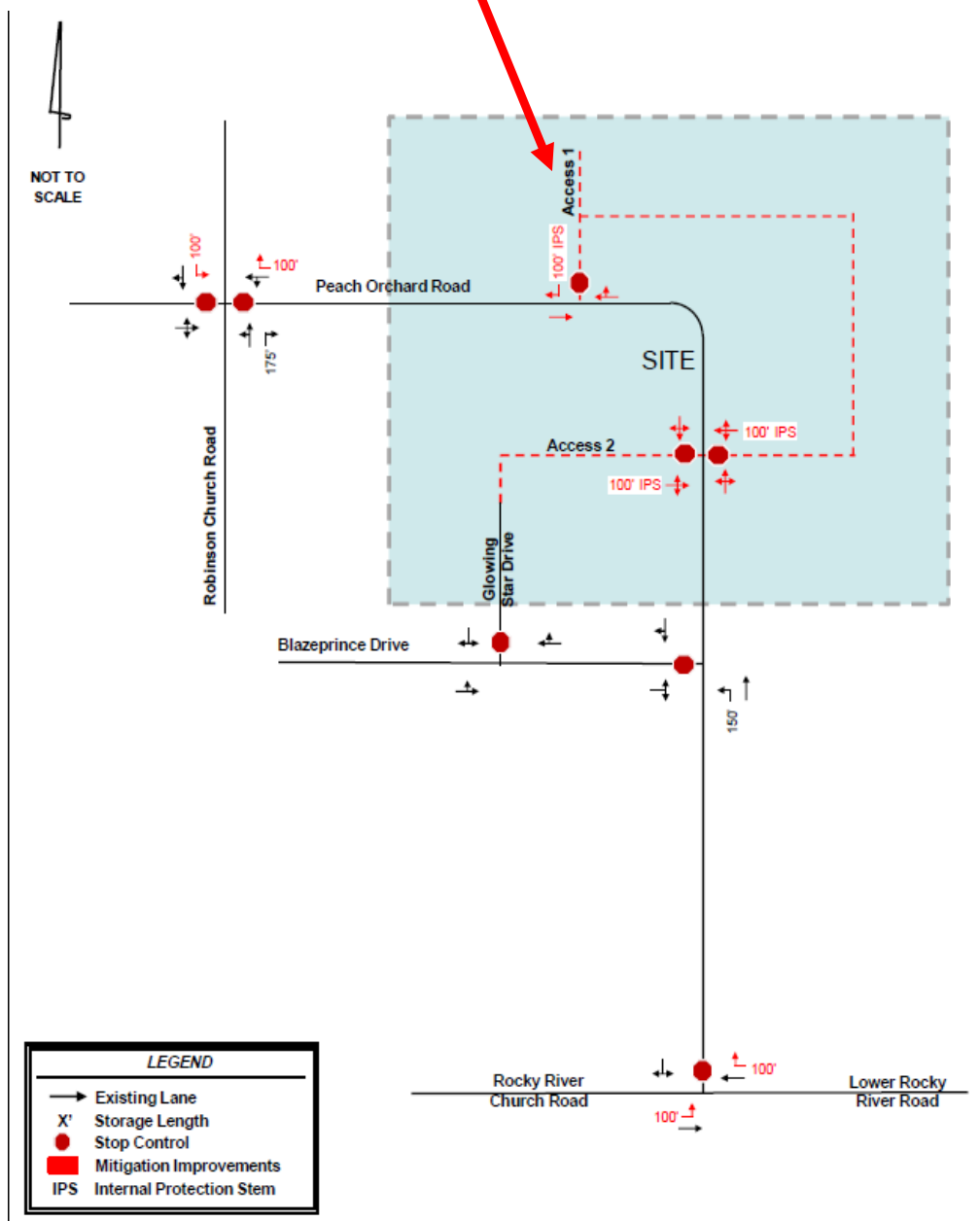
APPLICATION SUMMARY:

- The applicant is proposing to develop a 155-lot single-family subdivision off Peach Orchard Road. This subdivision will require rezoning and annexation into the town limits.
- The site is bisected by Peach Orchard Rd., with 84 lots to the south and 71 to the north.
- To allow for the proposed subdivision, the applicant is requesting to rezone the property from its current Cabarrus County designation of CR (Countryside Residential) to a Town of Harrisburg designation of CZ-RL (Conditional Zoning Low Density Residential).
- As a conditional zoning request, the applicant has submitted a site plan along with the request for rezoning, which is attached for your consideration.
- The property is currently located in an unincorporated area within Cabarrus County. Concurrent with this request for rezoning, the applicant has submitted a Petition for annexation of the subject property by the Town. The proposed annexation is considered to be a “non-contiguous” annexation, as the proposed subdivision is not located immediately adjacent to the Town’s primary corporate limits.
- The RL zoning district has a maximum density of 1-2 dwelling units per acre. The proposed density for this subdivision is 0.91 dwelling units per acre. If rezoning approval is granted, site density may not exceed 0.91 units/acre and the development will be subject to all the conditions imposed by the Town Council and agreed to by the applicant.
- The request to rezone the subject property as Residential Low (RL) is consistent with the HALUP, which designates this property as Very Low Density Residential (VLDR). The VLDR designation calls for less than one (1) dwelling unit per acre for conventional subdivisions and up to two units per acre if conservation standards are met. At 0.91 dwelling units per acre, the proposed subdivision complies with the HALUP future land use recommendation for this property.
- The applicant agrees to install the following road improvements per the Traffic Impact Analysis (TIA) completed for the project (see map on the following page): **NOTE: In response to traffic safety concerns, Access 1 has been eliminated**):
 - **Peach Orchard Road and Robinson Church Road:**
 - Contribution of westbound right-turn lane along Peach Orchard Road with a minimum 100 feet of storage.
 - Construction of an eastbound left-turn lane along Robinson Church Road with a minimum of 100 feet of storage.
 - **Peach Orchard Road and Lower Rocky River Road/Rocky River Church Road:**
 - Construction of a westbound right turn lane along Lower Rocky River Road with a minimum of 100 feet of storage.
 - Construction of an eastbound left turn lane along Rocky River Church Road with a minimum of 100 feet of storage.

○ **Peach Orchard Road and Access 2:**

- Construction of the eastbound approach with one ingress and one egress lane and an “Internal Protected Stem” (IPS) of 100 feet.
- Construction of the westbound approach with one ingress and one egress lane and an IPS of 100 feet.

Access 1 to be removed, per discussions with staff and Town Council members



- Per the Town’s subdivision regulations, the applicant is required to provide 51.30 acres of active and passive open space to serve residents of the subdivision, with 51.77 acres provided. The applicant is also required to provide 4.42 acres of public open space to serve the broader Harrisburg community, with 6.55 acres provided. The applicant is proposing to construct improved recreation facilities, consisting of playing fields as part of the public open space dedication to the Town.

APPROVAL CRITERIA:

1. The size of the tract in question.

The subject property is approximately 171 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 Harrisburg Area Land Use Plan, the subject property is located in an area designated on the future land use map as **Very Low Density Residential**. The description of Very Low Density Residential is as follows:

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

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

Regarding 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 audience and create value for property owners with smaller lots in exchange for preservation of open space.

Recommendation LU-7 of the Plan recommends consistency between the Town’s zoning regulations and the adopted Future Land Use Map. A table included as part of this goal establishes the “appropriate” zoning districts to use when making zoning decisions

based on the Future Land Use Map. The map, as previously stated, designates this area as Very Low Density Residential and the RL district is appropriate for this land use classification.

Per the Unified Development Ordinance, the intent of the proposed district depicted on the submitted site plan is as follows:

RL: The Conservation RL district is established to provide smaller lots clustered around common open space used as buffers and to preserve environmentally sensitive and agricultural land areas.

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

The benefits to the owner of the property would be that single-family residential development at the proposed density of 0.91 dwelling units per acre could be achieved under the proposed zoning.

Detriments to the neighbors and surrounding community are consistent with those expected with additional residential development, such as generation of additional traffic and potential traffic congestion during peak times.

The proposal includes a full-movement main entrance on Peach Orchid Road. There is also a connection to Glowing Star Drive to the south and a future connection to the vacant parcel to the east. This will help alleviate the reliance on a single entrance and divert local traffic through the neighborhood. Benefits to the neighbors and the surrounding community include the dedication and construction of an additional segment of greenway.

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

a. Utilities:

Utilities are available in this area and are sufficient to meet the needs of this property. Water lines and sewer access is available from the development to the northwest of the property. Any utility line extensions or upgrades necessary to serve this development will be the responsibility of the developer.

Sewer Allocation

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. 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 capacity. If rezoning and annexation approval is granted for this subdivision, sewer allocation approval by the “Wastewater Allocation Committee” would also be required before any construction could occur on the site.

b. Transportation:

A “Traffic Impact Analysis” (TIA) was prepared by Kimley-Horn (KH) to assess the traffic impact of the proposed development on the surrounding street network. Based on their analysis, KH is recommending several traffic mitigation improvements, which are detailed and depicted on a map in the Application Summary (above) and will be completed and delivered by the proposed project, as per that TIA. As previously noted, the applicant is eliminating the northern access drive to the site (Access 1), due to safety (i.e. sight distance) concerns.

NOTE:

In addition to the improvements recommended by KH, the applicant is also proposing to make road improvements along the frontage of the development, consisting of left-turn lanes into the development (in both directions) in both directions. In exchange for these improvements, the applicant is requesting that they be relieved from the required off-site improvements recommended by KH. While staff is supportive of the applicant’s proposed additional improvements in front of the development, we do not support the elimination of the off-site improvements recommended by the TIA, in that absence of a positive recommendation from KH that these improvements are not warranted.

c. Safety and Sanitation Services:

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

d. Schools:

Per Cabarrus County, the APF Ordinance for schools is currently not being enforced after a ruling by the NC Supreme Court. However, Cabarrus County Schools does still review the capacity of the K-12 schools that this development will feed into and provides future capacity numbers based on the units proposed. For this site, Cabarrus County has provided the following information:

Current Capacity:

Elementary (Hickory Ridge ES)	<u>123%</u>
Middle (Hickory Ridge MS) -	<u>79%</u>
High (Hickory Ridge HS) -	<u>115%</u>

Future Capacity Based on Unbuilt Lots and Including this Request:

Elementary (Hickory Ridge ES)	<u>130%</u>
Middle (Hickory Ridge MS) -	<u>81%</u>
High (Hickory Ridge HS) -	<u>118%</u>

As per Cabarrus County School, upon full buildout, the Single-family homes in this development will generate an additional 60 elementary students, 30 middle school students, and 40 high school students.

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

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

The proposed use and density (0.91 dwelling units per acre) are compatible with existing neighborhoods in the area. The density is slightly lower than those to the south and north, and slightly higher than those to the west. The proposed development would represent a comparable average to those areas.

- 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 neighborhoods, while preserving appropriate area for open space.

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

The area around this property is primarily zoned for low to medium density residential use. Existing land use patterns in the area typically consist of low to medium density residential neighborhoods, vacant forested land and land previously used for agricultural purposes.

- 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 the Harrisburg Area Land Use Plan (HALUP), particularly the low-density residential

areas.

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

This property has been used for agricultural purposes.

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

Land supply is not a direct issue in this area.

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

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

Furthermore, as a Conditional Zoning request, the Town Council must consider the following criteria:

- 7. The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the current Land Use Plan.**

The rezoning application to apply an RL zoning district designation to this property, with the proposed density limitation, is consistent with the density and lot size standards established for the base RL Zoning District in the Unified Development Ordinance and Very Low-Density Residential land use classification in the Land Use Plan.

The development proposal accompanying the rezoning request would restrict permitted uses to single family detached residences, which are appropriate in this area.

- 8. The use(s) requested are among those listed as an eligible permitted or conditional use in the general use district as included in the rezoning request.**

The applicant is seeking approval to develop this property for single-family detached residential use, which is an allowed use in the RL District.

- 9. The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.**

The applicant intends to work collaboratively with both Harrisburg town staff and the NC Department of Transportation in identifying and implementing roadway improvement measures on perimeter roadways intended to mitigate adverse transportation impacts associated with the proposed development. Currently two vehicular site access points are planned, one full movement onto Peach Orchard Road and one access point onto Glowing Star Drive. Two road stubs are proposed along the eastern property boundary

to ensure future connectivity.

Landscaping buffers shown are adequate to meet the needs of the adjacent properties, and town staff is working with the applicant to identify any prospective tree save opportunities on the site that could be incorporated into the final planting plan.

10. The use limitations and conditions as proposed and/or imposed for the requested district can reasonably be implemented and enforced for the subject property.

The conditions proposed and imposed for this district can reasonably be implemented on this site.

11. When implemented the proposed and/or imposed use limitations and conditions will mitigate specific land development issues that would likely result if the subject property were zoned to accommodate all the uses and the minimum standards of the corresponding general zoning district. If any standards are proposed that are different from the underlying zoning district, the applicant must clearly demonstrate that the overall resultant project is greater than that which is typically allowed by the general district.

All proposed conditions recommended by staff are to bring the site into conformance with applicable local and state regulations.

12. The applicant has agreed to accept the use limitations and conditions as proposed and/or imposed for the requested district.

The applicant will need to agree to all conditions listed in this staff report. Additional conditions imposed on this proposed conditional rezoning will need to be agreed to by the applicant before they can be included as part of any approval granted.

13. For an approval, the Town Council must adopt a consistency statement that the amendment being considered is either consistent or inconsistent with the adopted land use plan and that the Board considers the action to be reasonable and in the public interest.

The Town Council will need to adopt a consistency statement when a decision is made on this request.

PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board recommended Town Council approval of the proposed rezoning at their May 16, 2023 meeting.

STAFF RECOMMENDATION AND CONDITIONS OF APPROVAL:

Based upon consistency of the proposed subdivision with the Harrisburg Area Land Use Plan (HALUP) and compliance with the use, dimensional and other applicable requirements of the Town's UDO, staff is recommending approval of the applicant's request to rezone the property from its current Cabarrus County designation of CR (Countryside Residential) to a Town of

Harrisburg designation of CZ-RL (Conditional Zoning Low Density Residential) for development of the site as a 155-lot single family subdivision. Staff also recommends the preparation of a Development Agreement between the Town and developer which outlines the terms of any approval granted by the Town Council, including required public improvements.

As a conditional re-zoning, in accordance with Section 145.03 of the UDO, conditions may be imposed on the requested rezoning, subject to the consent of the applicant. Accordingly, staff recommends that the following conditions be placed on the requested conditional rezoning, with concurrence of the applicant:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to restrict cladding materials for all residential buildings to masonry products; vinyl siding will not be used.
3. Applicant agrees that there will be no exposed concrete foundations and that siding must extend to the ground level on all sides of the homes.
4. Applicant agrees to install all required (including off-site) improvements as required by the final approved Traffic Impact Analysis, with the exception of Access 1.
5. Applicant agrees to install left-turn lanes in both directions with appropriate storage along the development frontage.
6. Applicant agrees to the mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
7. Applicant agrees that all ponds shall be wet detention ponds with fountains. Ponds shall be designed such that there is a minimum depth of 10' over at least 25% of the permanent pool area.
8. Applicant agrees fence surrounding detention pond shall be vinyl 4-rail farm fence, preferably white.
9. Applicant agrees mailbox clusters shall meet ADA Standards at a minimum.
10. All streets should be to the Town of Harrisburg Engineering Design standards, alternate pavement schedule is not allowable. Roadways cross sections will be reviewed and approved at the construction document phase.
11. Applicant agrees to design and construct playing fields in the area designated as "Public Open Space" on the rezoning site plan. The final design and construction of these playing fields, shall be determined in coordination with the Town Parks and Recreation (with input from the Parks and Recreation Advisory Committee), Public Works and Planning Departments and shall be depicted on the "Preliminary Plat" for this development.
12. Applicant agrees to provide a minimum 8-foot landscape easement (4 feet on each side of the property line) for residential lots sharing a rear property line.



APPLICATION FOR CONDITIONAL REZONING

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

1. Please submit fifteen (15) copies of a complete development plan in conformance with Appendix B, Section B-4 of the UDO (all conditional rezoning applications shall include a site specific development plan which, if approved, shall be binding on the property in question). If approved, a zoning site plan review and approval will be required to receive a zoning compliance permit. For specific requirements, please see the form entitled "Site Plan Requirements".
2. Please list the specific permitted land use(s) that you are proposing. Land use(s) shall be chosen from Article 4.6 in the Harrisburg UDO titled "Use Regulations" and shall correspond to the Zoning District requested.

RL, CS

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

Dedication of Public Park within site boundary

Dedication of Common Open Space both passive and active use (to be determined through through the design process).

Use of wet ponds only, for storm water control. Wet ponds will also have aerating fountains.

Road Improvements for Peach Orchard Dr. based on a Traffic Impact Study for this project.

Sidewalks along Peach Orchard Dr. immediately adjacent to this development.

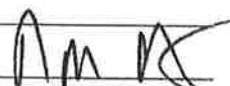


Owner Information

It is understood by all parties hereto that while this application will be carefully considered and reviewed, the burden of providing its need and providing all required evidence rests with the below named petitioner. In addition, it is understood and acknowledged that if the property is rezoned as requested, the property involved in this request will be perpetually bound by the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended through the rezoning process. It is further understood and acknowledged that it is the responsibility of the petitioner to file the development plan in the Cabarrus County Register of Deeds Office as a deed restriction upon the subject property.

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

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

Property Owner	<u>Armistead Eugene Divine Estate</u>
	<u>Steve Rich and Robert M. Critz, Co-Commissioners</u>
Address	<u>33 Church St. SE, PO Box 745, Concord, NC 28026</u>
Phone	<u>704-788-2906</u>
Fax	
Signature	 
	<u>Steve Rich</u> <u>Robert M. Critz</u>
	Co-Commissioner Co-Commissioner

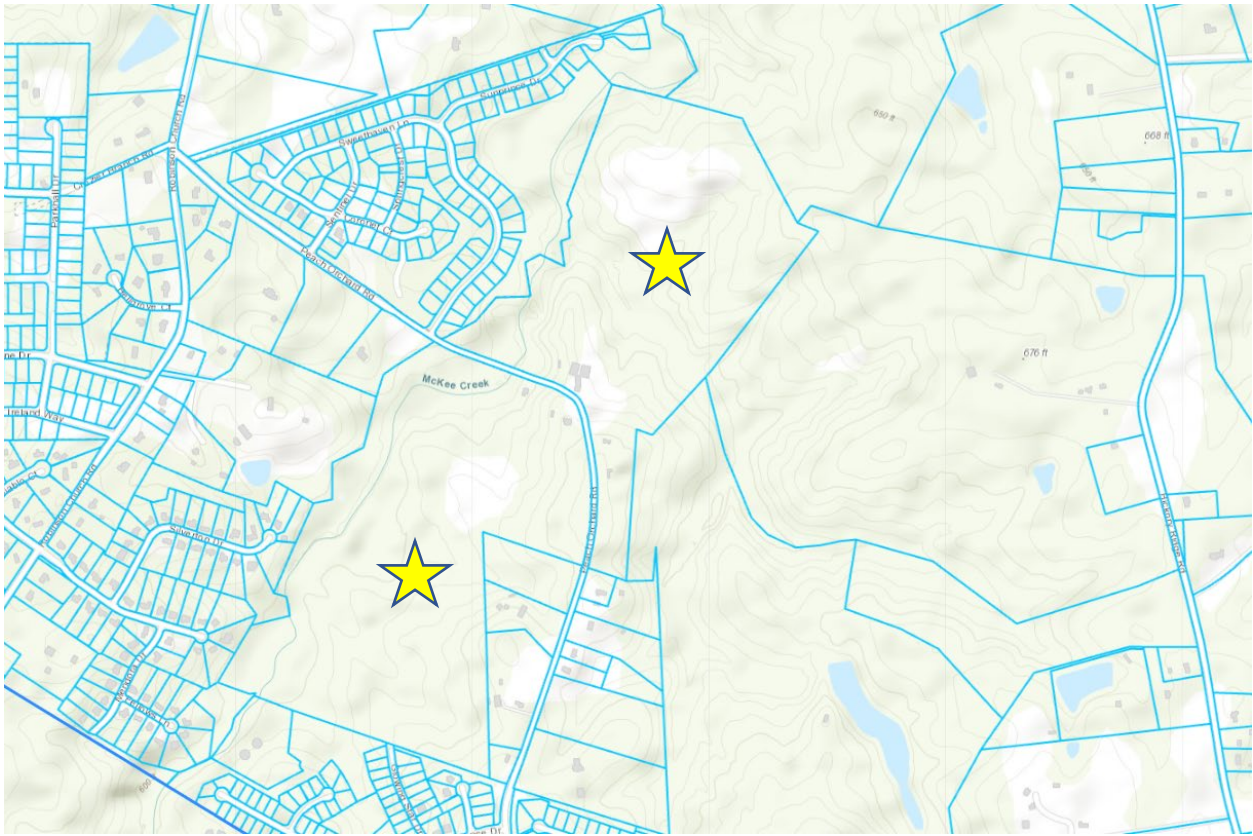
NOTE: If multiple parcels are involved in a request, property owners must sign an application identifying the individual parcel(s) represented. Each parcel included in the request must be accounted for in the application process for the application to be considered complete.

COPIED FOR ONLY
Filing number _____
Date filed _____
Received by _____

H-2022-15-R Divine Aerial



H-2022-15-R Divine Site Map

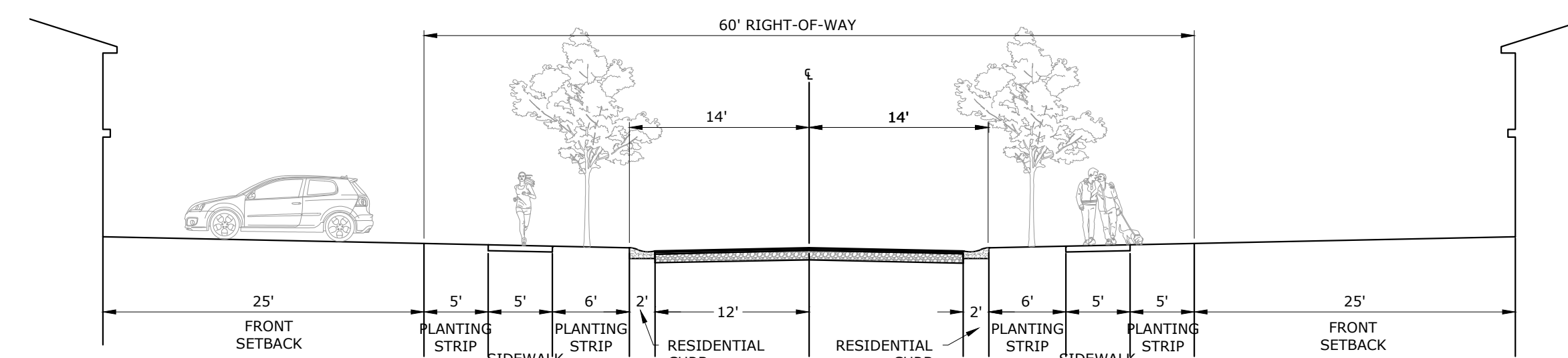


The map displays the Steeplechase area in Raleigh, North Carolina. A large, irregularly shaped area is highlighted with diagonal hatching and labeled "SHE", representing the Steeplechase Shopping Center. The map shows a network of streets including Reedy Creek Rd, Appalacosa Ln, Robinson Church Rd, and various residential streets like Brilley Ln, Sweetwater Ln, and Coronet Ct. A major road, Reedy Creek Rd, runs diagonally across the map, with a purple line indicating a specific route or boundary. The map also shows the location of Steeplechase Shopping Center (SHE) and surrounding areas like Steeplechase and Steeplechase Shopping Center.

Frank Cantrell, PE
704-564-3824
Frank.Cantrell@pobengineering.com
16439 Bastille Drive
CHARLOTTE, NC 28278

City of Harrisburg Draft Conditions

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to restrict cladding materials for all residential buildings to masonry products; vinyl siding will not be used.
3. The applicant agrees that there will be no exposed concrete foundations and that siding must extend to the ground level on all sides of the homes.
4. The applicant agrees to install all required improvements as required by the final approved Traffic Impact Analysis.
5. Applicant agrees to the mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
6. The applicant agrees to construct a 10 ft paved greenway along the eastern portion of the property and a dedicated 25 ft greenway easement.
7. Applicant agrees that all ponds shall be wet detention ponds with fountains. Ponds shall be designed such that there is a minimum depth of 10' over at least 25% of the permanent pool area.
8. Applicant agrees fence surrounding detention pond shall be vinyl 4-rail farm fence, preferably white.
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11. Applicant agrees to provide a minimum 8-foot landscape easement (4 feet on each side of the property line) for residential lots sharing a rear property line.



SCALE: 1"=10'



POB
Engineering
Charlotte, NC 28278
704-364-3824
Frank.Cantrell@pobengineering.com

FIG. 3/2025

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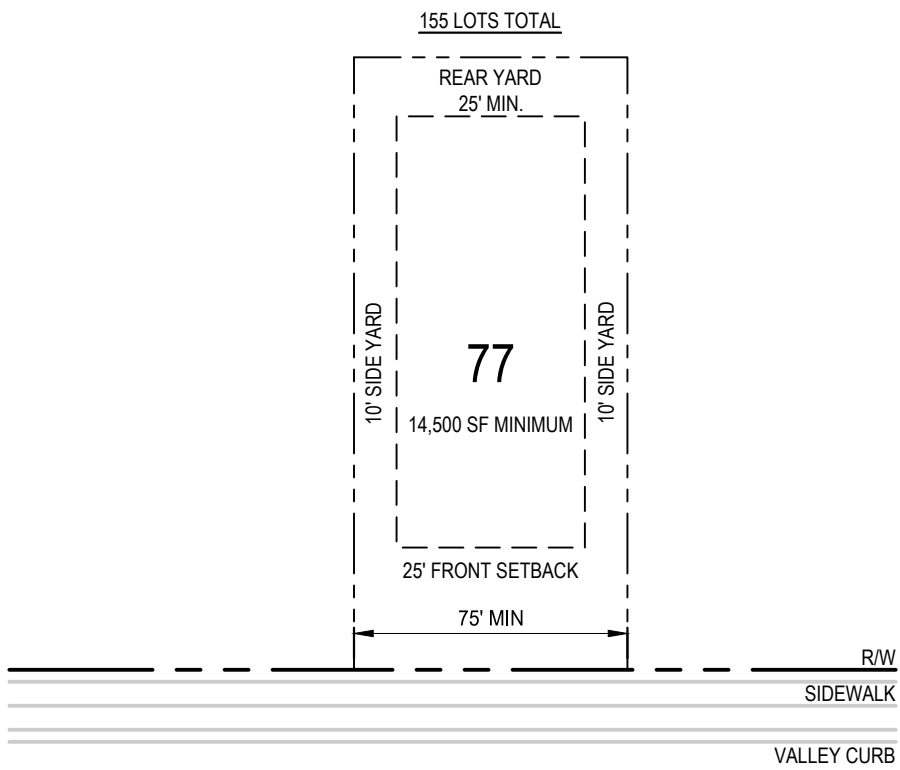
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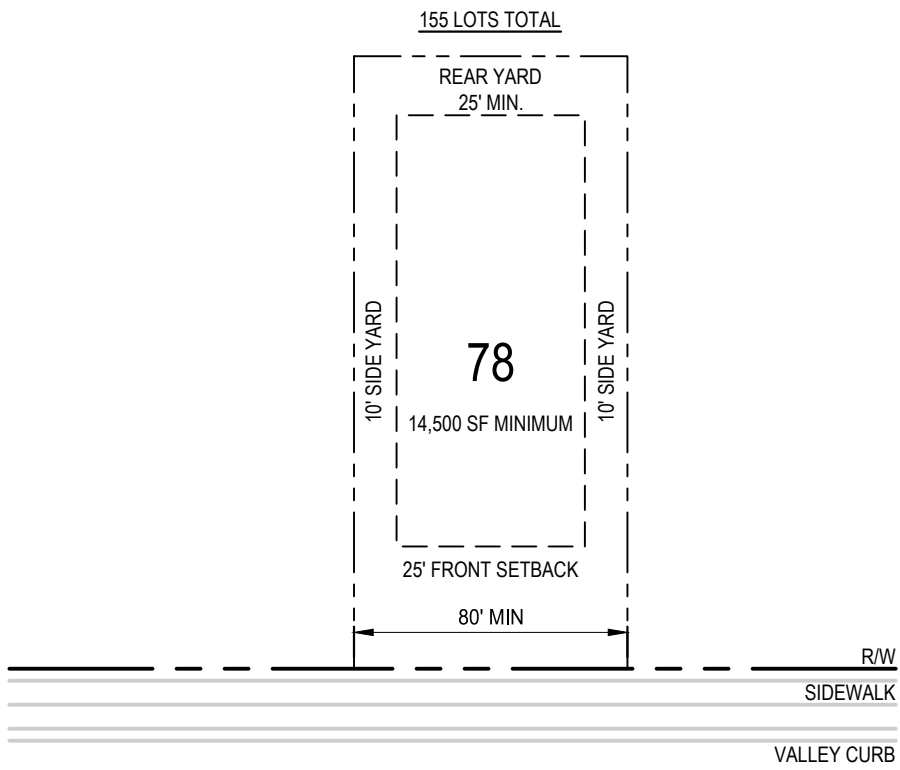
DEVELOPMENT DATA	
OWNER:	DIVINE ARMISTEAD EUGENE ESTATES
DEVELOPER INFO:	EMPIRE COMMUNITIES
CONTACT:	DAN ROBERTSON
EMAIL:	DROBERTSON@EMPIRECOMMUNITIES.COM
SITE ADDRESS:	11011, 10960 PEACH ORCHARD RD
GROSS SITE AREA:	171 ± AC.
P.I.D. No.:	55152604280000, 55150573720000
DEED BOOK / PAGE	-
EXISTING ZONING:	-
EXISTING OVERLAY:	-
EXISTING USE:	CR -CABARRUS COUNTY
PROPOSED USE:	CZ-RL Conditional Zoning Residential Low
MAXIMUM # OF LOTS:	342
PROPOSED # OF LOTS:	155 TOTAL
MINIMUM 75' WIDE	77 - 75' WIDE MINIMUM
MINIMUM 80' WIDE	78 - 80' WIDE MINIMUM
PROPOSED DENSITY	0.91 DUA
MINIMUM LOT SIZE:	75' FRONTAGE, 14,500 SF
BUILDING SETBACKS REQUIRED	
FRONT:	25'
SIDE:	10'
REAR:	25'
BUILDING HEIGHT:	35'
LOT WIDTH@ BLDG LINE:	75' MINIMUM
PROPOSED STREETS:	RESIDENTIAL 60' R/W
LINKS/NODES	25 /15 1.67

PROPOSED RL CONSERVATION ZONING DISTRICT
MINIMUM LOT DIMENSIONS



77 LOTS - 29.47 ACRES

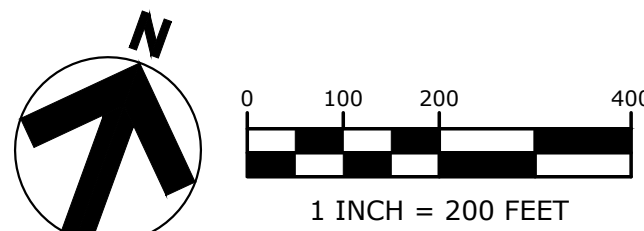
PROPOSED RL CONSERVATION ZONING DISTRICT
MINIMUM LOT DIMENSIONS



78 LOTS - 35.30 ACRES



OPEN SPACE CALCULATIONS	
REQUIRED OPEN SPACE	171.00 AC X30% = 51.30 AC
PROVIDED OPEN SPACE	
COMMON OPEN SPACE	46.72 AC x100%= 46.72 AC
BUFFER OPEN SPACE	9.57 AC x20% = 1.91 AC
100YR FLOOD ZONE OPEN SPACE	31.44 AC x10%= 3.14 AC
TOTAL	51.77 AC
PUBLIC PARK SPACE	
REQUIRED	155 LOTS x 1/35 AC 4.42 AC
PROVIDED	7.79 AC



REZONING SITE PLAN
REZONING PETITION
DIVINE PROPERTY PEACH ORCHARD
EMPIRE COMMUNITIES

HARRISBURG, NORTH CAROLINA

EMPIRE

DRAWN | FC
DESIGNED | FC
CHECKED | DC
PROJECT # | 22101

SHEET NUMBER

RP-2

NORTH CAROLINA COL

P-1888

MORRIS CAROLINA

PROFESSIONAL

SEAL

039811

ENGINEER

FRANK L. CANTRELL

May 5, 2023

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Plot Stamp: 5/5/2023 7:59:58 AM - F. Cantrell
File: E:\POB Engineering Projects\Empire Communities\Divine Property\Civil\DWG\01_Base(Concept Plan)\Rezoning Plan\Rezoning Site Plan North South.dwg, Tab: C2



CONCEPTUAL SITE PLAN
REZONING PETITION
DIVINE PROPERTY PEACH ORCHARD
EMPIRE COMMUNITIES

NO.	DATE	DESCRIPTION

EMPIRE

DRAWN | FC
DESIGNED | FC
CHECKED | DC
PROJECT # | 22101

SHEET NUMBER

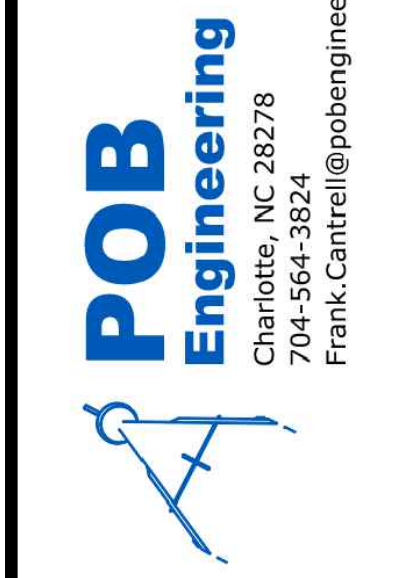
RP-3

HARRISBURG, NORTH CAROLINA

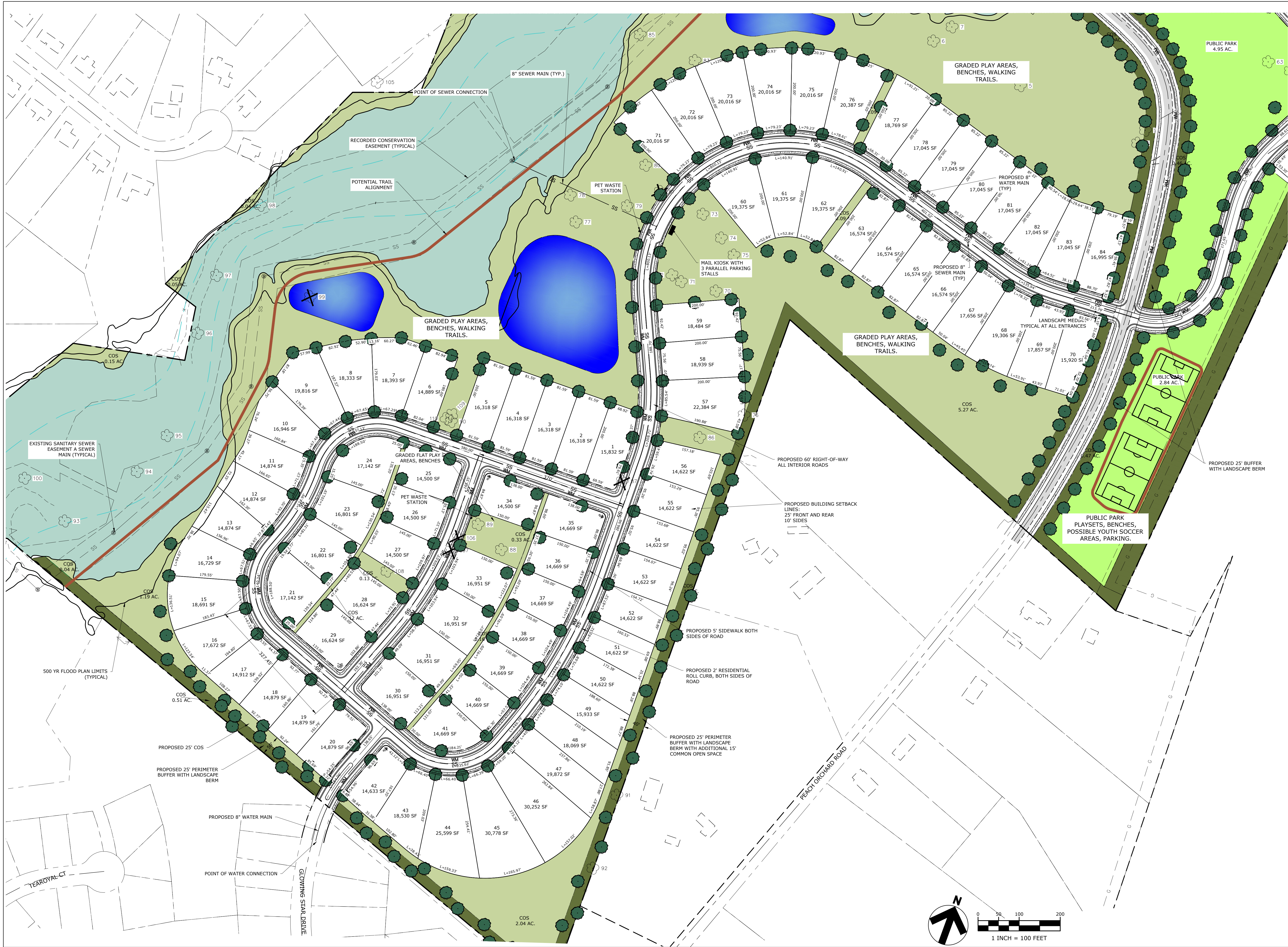


May 5, 2023

NORTH CAROLINA COL
P-1888



Plot Stamp: 5/5/2023 8:00:03 AM - F. Cantrell
File: E:\POB Engineering Projects\Empire Communities\Divine Property\Civil\DWG\01_Base\Concept Plan\Rezoning Plan\Rezoning Site Plan North South.dwg, Tab: C3



CONCEPTUAL SITE PLAN
REZONING PETITION
DIVINE PROPERTY PEACH ORCHARD
EMPIRE COMMUNITIES

NO.	DATE	DESCRIPTION

EMPIRE

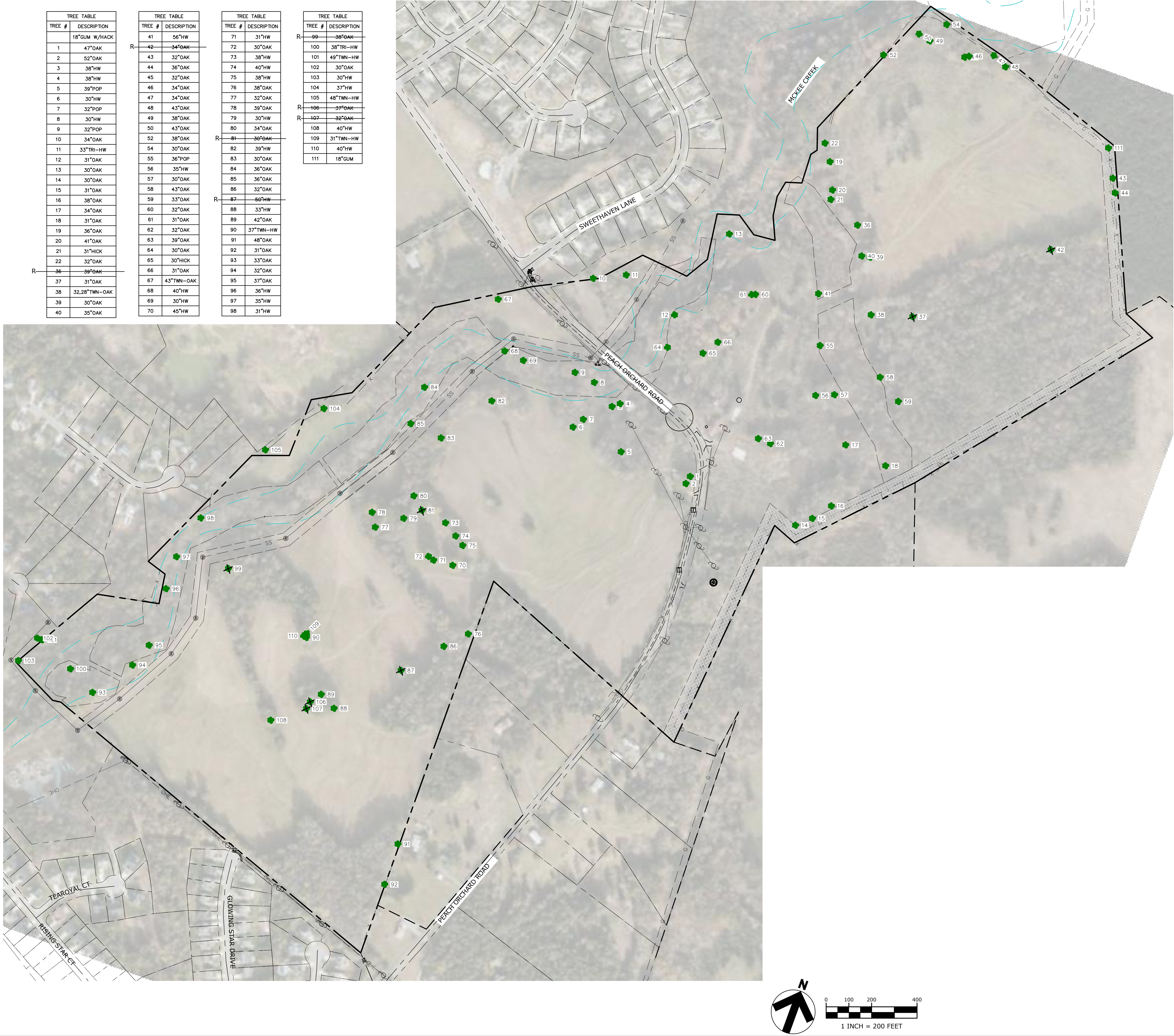
DRAWN | FC
DESIGNED | FC
CHECKED | DC
PROJECT # | 22101
SHEET NUMBER

RP-4

POB Engineering
Charlotte, NC 28278
704-564-3824
Frank.Cantrell@pobengineering.com

NORTH CAROLINA COL
P-1888
NORTH CAROLINA
PROFESSIONAL
SEAL
039811
ENGINEER
FRANK L. CANTRELL

May 5, 2023



TREE TABLE		R	TREE TABLE		R	TREE TABLE		R	TREE TABLE		R
TREE #	DESCRIPTION		TREE #	DESCRIPTION		TREE #	DESCRIPTION		TREE #	DESCRIPTION	
1	18" GUM W/HACK		41	56" HW		71	31" HW		99	36" OAK	
2	47" OAK		42	34" OAK		72	30" OAK		100	38" TRI-HW	
3	52" OAK		43	32" OAK		73	38" HW		101	49" TWN-HW	
4	38" HW		44	36" OAK		74	40" HW		102	30" OAK	
5	38" HW		45	32" OAK		75	38" HW		103	30" HW	
6	39" POP		46	34" OAK		76	38" OAK		104	37" HW	
7	30" HW		47	34" OAK		77	32" OAK		105	48" TWN-HW	
8	32" POP		48	43" OAK		78	39" OAK		106	37" OAK	
9	30" HW		49	38" OAK		79	30" HW		107	32" OAK	
10	32" POP		50	43" OAK		80	34" OAK		108	40" HW	
11	34" OAK		52	38" OAK		81	36" OAK		109	31" TWN-HW	
12	33" TRI-HW		54	30" OAK		82	39" HW		110	40" HW	
13	31" OAK		55	36" POP		83	30" OAK		111	18" GUM	
14	30" OAK		56	35" HW		84	36" OAK				
15	31" OAK		57	30" OAK		85	36" OAK				
16	38" OAK		58	43" OAK		86	32" OAK				
17	34" OAK		59	33" OAK		87	60" HW				
18	31" OAK		60	32" OAK		88	33" HW				
19	36" OAK		61	31" OAK		89	42" OAK				
20	41" OAK		62	32" OAK		90	37" TWN-HW				
21	31" HICK		63	39" OAK		91	48" OAK				
22	32" OAK		64	30" OAK		92	31" OAK				
23	39" OAK		65	30" HICK		93	33" OAK				
24	31" OAK		66	31" OAK		94	32" OAK				
25	31" OAK		67	43" TWN-OAK		95	37" OAK				
26	32" OAK		68	40" HW		96	36" HW				
27	31" OAK		69	30" HW		97	35" HW				
28	32" OAK		70	45" HW		98	31" HW				
29	30" OAK										
30	35" OAK										

EXISTING SURVEY-HERITAGE TREES
REZONING PETITION
DIVINE PROPERTY PEACH ORCHARD
EMPIRE COMMUNITIES

POB Engineering

Charlotte, NC 28278
704-564-3824
Frank.Cantrell@pobengineering.com

NORTH CAROLINA COL
P-1888

MORRIS CANTRELL
PROFESSIONAL
SEAL
039811
ENGINEER
FRANK L. CANTRELL

May 5, 2023

DATE	DESCRIPTION	BY

EMPIRE

DRAWN | FC
DESIGNED | FC
CHECKED | DC
PROJECT # | 22101
SHEET NUMBER

RP-5



November 14, 2022

Zachary Gordon, AICP
Planning Director
Town of Harrisburg
4100 Main Street
Suite 102
Harrisburg, NC 28075

Re: Divine Property at Peach Orchard Traffic Impact Analysis

Dear Zachary:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Town of Harrisburg ("Client") for providing transportation engineering services related to the evaluation of the proposed Divine Property at Peach Orchard development, located on Peach Orchard Road (south of Sweethaven Lane) in Harrisburg, North Carolina. Our scope of services is outlined below.

Scope of Services

The Consultant will provide the services specifically set forth below.

Task 1 – Background Data Collection

Kimley-Horn will collect weekday AM (7:00-9:00) and PM (4:00-6:00) peak period turning movement counts for the following study intersections:

- Peach Orchard Road and Robinson Church Road
- Peach Orchard Road and Lower Rocky River Road/Rocky River Church Road
- Peach Orchard Road and Blazeprince Drive
- Blaze Prince Drive and Glowing Star Drive

Up to one site visit will be performed to observe traffic operations and collect background information, consisting of photographs, intersection laneage, posted speed limits, and traffic control operations.

Available average daily traffic (ADT) data will be obtained from NCDOT. The NCDOT Transportation Improvement Program (TIP) will be reviewed for projects in the vicinity of the proposed development.

Crash data from the most recent three years will be obtained from NCDOT or the Town for all existing study intersections, as available.

Task 2 – Traffic Analysis and TIA Report

The study area includes the following intersections:

- Peach Orchard Road and Robinson Church Road



- Peach Orchard Road and Lower Rocky River Road/Rocky River Church Road
- Peach Orchard Road and Blazeprince Drive
- Blaze Prince Drive and Glowing Star Drive
- Peach Orchard Road and Access 1
- Peach Orchard Road and Access 2

Kimley-Horn will perform one trip generation analysis based on a single conceptual site plan provided by the Client which will show the land use and intensity of the site. Traffic generation rates will be based on data provided by the Institute of Transportation Engineers' (ITE) Trip Generation, 11th Edition. Modifications made to the site plan after the trip generation analysis has been performed will result in additional services.

This scope assumes that one trip distribution and one trip assignment will be used in the assignment of all new trips to the roadway network due to the proposed development. The development of additional distributions is not included in this scope and will be considered additional services.

Traffic volume projections will be developed at the study intersections for the following scenarios:

- 2022 Existing Conditions
- 2028 Background Conditions
- 2028 Build-Out Conditions

Total peak-hour traffic volume projections will be developed for future background (without proposed development) and build-out (with proposed development) conditions by adding the proposed development traffic, approved development traffic, and historical traffic based on the traffic counts and projections developed in Task 1.

This scope assumes the following methodologies per coordination with the Town and NCDOT:

- Growth Rate: 2%
- Eight off-site approved developments (volumes to be obtained from prior TIAs, as applicable)
 - Grantham
 - Holcomb Woods
 - Calloway
 - Orchid Ridge
 - McKinley
 - Tramore
 - Oakview Estates
 - Shoppes at Hickory Ridge
- Weighted peak-hour factor (PHF) in the AM peak hour

A detailed traffic engineering capacity analysis will be prepared for the following weekday AM & PM peak-hour scenarios:

- 2022 Existing Conditions



- 2028 Background Conditions
- 2028 Build-Out Conditions

Based on the results of the capacity analyses and auxiliary turn lane analysis, general recommendations for needed roadway and operational improvements will be developed for the study area identified above.

Utilizing the crash data obtained at the study intersections from NCDOT or the Town, a crash analysis will be prepared.

Kimley-Horn will produce a draft traffic impact analysis (TIA) report that presents the findings of the analysis for your review. Comments will then be incorporated into a final draft report for submittal to the NCDOT and the Client. We will then incorporate one set of comments from the reviewing agencies into a final traffic impact analysis report. Two (2) paper copies and one PDF copy of the final TIA report will be provided for the Client's use and distribution.

Task 3 – Meetings and Post-TIA Coordination

Kimley-Horn will prepare for and attend meetings as directed by the Town of Harrisburg. Kimley-Horn will coordinate with agencies and others via telephone and email subsequent to TIA submittal as necessary. As a part of this, two (2) meetings with the Town of Harrisburg have been included in the scope of services.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates as we agree prior to their performance. Additional services may include services such as:

- Additional analyses performed due to changes made to the site plan
- Additional analyses performed due to changes made by review agencies Driveway permits/right-of-way encroachment
- Traffic signal warrant studies
- Traffic signal design
- Sight distance studies

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

The Consultant will provide our services as expeditiously as practicable with the goal of meeting a mutually identified schedule. The Consultant assumes that the project will last no longer than six (6) months from NTP to approval. The Consultant reserves the right to request additional fees if the project lasts longer than six (6) months.



Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee of \$22,500. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

Closure

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

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

X Please email all invoices to lnash@harrisburgnc.org

X Please copy zgordon@harrisburgnc.org

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

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



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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Elizabeth Richard

By: Elizabeth Richard
Traffic Consultant

Steve Blakley

Steve Blakley, P.E.
Senior Vice President

Town of Harrisburg
A Municipality

DocuSigned by:

Rob Donham

EA7252CCA8F446B...

Rob Donham - Town Manager

(Print or Type Name and Title)
rdonham@harrisburgnc.org

(Email Address)

DocuSigned by:

Crystal Bost

3121A511B963477...

Crystal Bost

Witness

(Print or Type Name)

This instrument has been pre-audited in a manner required by applicable law.

DocuSigned by:

Lee Connor

9285B8D500B54DA...

Finance Officer

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

Account Number: 100-1400-56310

Date: 2/23/2023

Finance Officer:

DocuSigned by:

Lee Connor

9285B8D500B54DA...

Attachment – Request for Information
Attachment – Standard Provisions



Request for Information

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

Client Identification

Full, Legal Name of Client	Town of Harrisburg			
Mailing Address for Invoices	PO Box 100 Harrisburg NC 28075			
Contact for Billing Inquiries	Lori Nash			
Contact's Phone and e-mail	704-455-0704			
Client is (check one)	Owner	☐	Agent for Owner	☐
			Unrelated to Owner	☒

Property Identification

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

Property Owner Identification

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

Project Funding Identification – List Funding Sources for the Project

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

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

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

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

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

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

TOWN OF HARRISBURG, NORTH CAROLINA TIA MEMORANDUM OF UNDERSTANDING

Page 1 of 8

Project Information

Project Name: Divine Property @ Peach Orchard

Project Location: Peach Orchard Road; S of
Sweethaven Lane

Project Owner: Divine Armistead Eugene Estates

Applicant Information

Applicant Name: Dan Robertson

Applicant Telephone: 704-602-3307

Applicant Address: 8008 Corporate Center Drive
Charlotte, NC 28226

Case Number: _____ Applicant Email: drobertson@empirecommunities.com

Application Request: Rezoning

(eg. rezoning, preliminary plat, conditional use permit, site plan, etc.)

Due to COVID-19 and changing work/school schedules, current TIA count requirements may differ from those outlines in the UDO. Counts older than one year or alternative volume development methodology may be allowed; discrepancies from the UDO will be agreed upon in the TIA scoping process.

The Town of Harrisburg and the applicant hereby agree that the information documented herein accurately and completely describes the information to be used in the development of the transportation impact analysis (TIA) report to be prepared by , the transportation consultant. All sections are required unless otherwise noted. The analysis methodologies and report format shall comply with the requirements in the Town of Harrisburg Transportation Impact Analysis Procedures Manual.

I. Signature Page

Include the name of the project, location, applicant information, and date of the study as well as the name, registration number, signature, and seal of a duly qualified and registered professional engineer in the State of North Carolina responsible for the TIA.

II. Table of Contents

Include a list of all section headings, figures, tables, and appendices included in the TIA report. Pages numbers will denote the location of all information, excluding appendices, in the TIA report.

III. Executive Summary

Include a clear, concise description of the study findings. It should include a general description of the project scope, study horizon years, existing conditions, probable impacts of the project, and mitigation measure recommendations.

IV. Introduction

Identify the applicant's request and attach a scalable, 11" x 17" site plan illustrating the project as proposed at full build-out to this Memorandum of Understanding.

Parcel Size: +/- 171 acres Development Size: _____

Existing land use(s): Undeveloped

**TOWN OF HARRISBURG, NORTH CAROLINA
TIA MEMORANDUM OF UNDERSTANDING**

Page 2 of 8

Proposed development program (include the square footage of each use or the number and size of dwelling units proposed):

155 single family

Anticipated Build-Out: 2028

Project Phasing: _____

Site Description

Include details of the project location within the Town and region, the planning jurisdiction, existing zoning and use (and proposed use if applicable), and, including general terrain, and environmentally sensitive or protected areas.

Existing Zoning: CR (Cabarrus County)

Proposed Zoning: RL-Conservation, Conditional Rezoning

Key Physical Characteristics of the Site: Undeveloped

Environmentally Sensitive or Protected Areas: _____

Site Access

Inventory and describe the ingress/egress of the site including number driveways, their locations, distances between driveways and intersections, types of driveways (two-way, one-way, etc.), and traffic controls serving the driveways. Internal streets, parking lots, sidewalks and bicycle lanes, and designated loading/unloading areas should also be described.

Special data collection and/or analysis requirements:

V. Study Area

Identify study intersections and segments to be included in the capacity, queuing, and collision analysis:

1. Peach Orchard Road and Robinson Church Road

~~2. Peach Orchard Road and Lower Rocky River Road/Rocky River Church Road~~

3. Peach Orchard Road and Blazeprince Drive

5. Peach Orchard Road and Access 1

4. Blaze Prince Drive and Glowing Star Drive

6. Peach Orchard Road and Access 2

Unique transportation plans or policies applicable to the study area:

TOWN OF HARRISBURG, NORTH CAROLINA
TIA MEMORANDUM OF UNDERSTANDING

Page 3 of 8

VI. Existing Conditions

Include peak hour turning movement volumes for all study intersections (signalized or unsignalized). Traffic volumes shall be collected in weeks that have no observed federal, state, or local holidays and periods of the year when local schools are in session. Traffic volumes may not be used when collected during a week with local race activities.

Required 15-minute interval weekday turning movement counts for the following Peak Hour(s) (e.g. AM 7-9 and PM 4-6) and Locations (e.g. all study intersection):

7-9 AM & 4-6 PM at all study intersections

Special data collection requirements (e.g., weekend counts, vehicle classification counts, etc.):

Existing Count Data available? New Counts to be collected while school is in session

VII. Future Year Conditions

Include a description of the future year(s) transportation system within the study area. Future year traffic volumes shall be forecasted using historical growth rate information and transportation impact analysis reports for development approved by the Town but not yet built. Transportation improvements assumed in the future conditions analysis shall include those with an expected completion date concurrent with that of the development and funded through either the Town of Harrisburg Capital Improvements Plan, State of North Carolina Transportation Improvement Program, or indicated as a condition of approval from another nearby application.

Committed transportation improvements within the study area (type, location, and year for start of construction):

List of approved developments to include as committed project traffic in the TIA:

Grantham	Orchid Ridge	Oakview Estates
Holcomb Woods	McKinley	Shoppes at Hickory Ridge
Calloway	Tramore	

Method and source of information for growing existing background traffic volumes:

2% growth rate

**TOWN OF HARRISBURG, NORTH CAROLINA
TIA MEMORANDUM OF UNDERSTANDING**

Page 4 of 8

VIII. Project Traffic

Generate project traffic for each phase of the proposed development program using the traditional three step process of trip generation, distribution, and assignment.

Trip Generation

Include the ITE trip generation rates used for the TIA, including choice of peak hour or adjacent street traffic, choice of independent variable, and choice of average rate versus equation. If local trip generation rates are used, provide documentation to the satisfaction of the Town staff for supporting such rates.

See Attached (based on ITE 11)

Is NCDOT Municipal School Transportation Assistance (MSTA) calculation required? YES NO

If any trip reductions are to be incorporated into the trip generation calculations (e.g., internal capture, pass-by capture, mode split, etc.), describe the methodology and supporting documentation for making such trip reductions:

N/A

Town staff and NCDOT must approve the trip generation prior to capacity analysis.

Trip Distribution

Include trip distribution for each phase of the proposed for the surrounding transportation network.

Describe the methodology that will be used in the TIA to determine trip distribution percentages:

See Attached

Town staff and NCDOT must approve the trip distribution prior to capacity analysis.

Trip Assignment

Distribute project traffic, for each phase, to the surrounding transportation system based on the site's trip generation estimates and trip distribution percentages. Traffic forecasts for all peak hour conditions at all intersections in the study area shall be included. If the project will be built in phases, traffic assignments shall be reported for each phase. Pass-by traffic shall be included at the driveways and access points for evaluating driveway volumes.

**TOWN OF HARRISBURG, NORTH CAROLINA
TIA MEMORANDUM OF UNDERSTANDING**

Page 5 of 8

IX. Capacity Analysis

Conduct capacity analyses for all study area intersections for existing, future year (no build+1 year), future year (project phase(s)), and future year (build-out+1 year) conditions.

The TIA report shall use Synchro Software v. 11 for measuring level of service at signalized and unsignalized intersections.

Additional analyses required for the TIA (e.g., safety, traffic simulation, etc.):

N/A

X. Queuing Analysis

Include future year queuing analysis to determine turn lane impacts using NCDOT's Traffic Engineering and Safety Systems Branch, Congestion Management Unit current practices and published Capacity Analysis Guidelines.

Does the project include drive-through facilities and/or entrance gates or for a new school site which requires additional queuing analysis to ensure peak period stacking is accommodated onsite?

N/A

Additional data needs:

N/A

XI. Collision Analysis

Provide a summary of crash data (type, number, and severity) for the most recent 3-year period at each study location is required. For locations with prevalent crash types and/or frequency, include a discussion describing factors that may be contributing to the incidents.

Special data collection and/or analysis requirements:

N/A

XII. Traffic Signal Warrants

☐ Required

☒ Not Required

Town staff and NCDOT may consider potential signal locations. However, traffic flow progression is of paramount importance when considering a new traffic signal location. A new traffic signal should not cause an undesirable delay to the surrounding transportation system. Installation of a traffic signal at a new location shall be based on the application of warrants criteria contained in the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and engineering judgment.

Special data collection and/or analysis requirements:

TOWN OF HARRISBURG, NORTH CAROLINA TIA MEMORANDUM OF UNDERSTANDING

Page 6 of 8

XIII. Mitigation Measure Recommendations

Provide a clear, concise description of the study's findings regarding impacts of the proposed project on the existing and proposed transportation system and describe the location, nature, and extent of all mitigation measures recommended to the applicant to improve and/or maintain future year nobuild level of service (LOS) conditions through phasing and build-out of the project.

The applicant is only required to mitigate transportation deficiencies for their development and not unacceptable background conditions or other deficiencies caused by off-site development within the defined study area.

Town staff and NCDOT will have the ultimate determination in the scope of the required mitigation measures.

Special data collection and/or analysis requirements:

N/A

XIV. Compliance with Adopted Transportation Plans

Include a statement of compliance with plans, programs, and policies adopted by the Town of Harrisburg for maintaining a safe and efficient multimodal transportation system.

Relevant transportation adopted plans or applicable to the study area:

XV. Appendices

Include applicable appendices:

- Approved Memorandum of Understanding (MOU) from the mandatory scoping meeting
- Traffic Counts Worksheets
- Field Investigation Notes
- Adjacent Development Traffic Information
- Traffic Signal Plans
- Capacity Analysis Worksheets
- Turn Lane Warrants
- Traffic Engineering Accident Analysis System (TEAAS) Report
- Traffic Signal Warrants
- Email and Written Correspondence

Additional information to be included:

**TOWN OF HARRISBURG, NORTH CAROLINA
TIA MEMORANDUM OF UNDERSTANDING**

Page 8 of 8

Agreement by All Parties

The undersigned agree to the contents and methodology described in this Memorandum of Understanding (MOU) for completing the required transportation impact analysis (TIA) supportive of the development application identified herein. Any changes to the above methodology contemplated by the applicant or transportation consultant must be submitted to the Town Staff in writing and a revised MOU executed before such changes will be accepted for the TIA report. Any additional services incurred by the transportation consultant in addition to the MOU must be approved by Town staff, and processed between the applicant and the transportation consultant.

Agreed to this 9th day of January, 2023.

APPLICANT

Michael Shea
(Signature)

Michael Shea
(Print Name)

TOWN ENGINEER

(Signature)

(Print Name)

Reviewed and approved by the North Carolina Department of Transportation, Division 10, District 1 on this _____ day of _____, 20____.

DISTRICT ENGINEER

(Signature)

(Print Name)

Transportation Consultant Conflict of Interest Statement

Officers, employees, shareholders, and subconsultants of Kimley - Horn, the transportation consultant assigned to perform this transportation analysis, have had no interest in the prior 12 months and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed herein.

TRANSPORTATION CONSULTANT

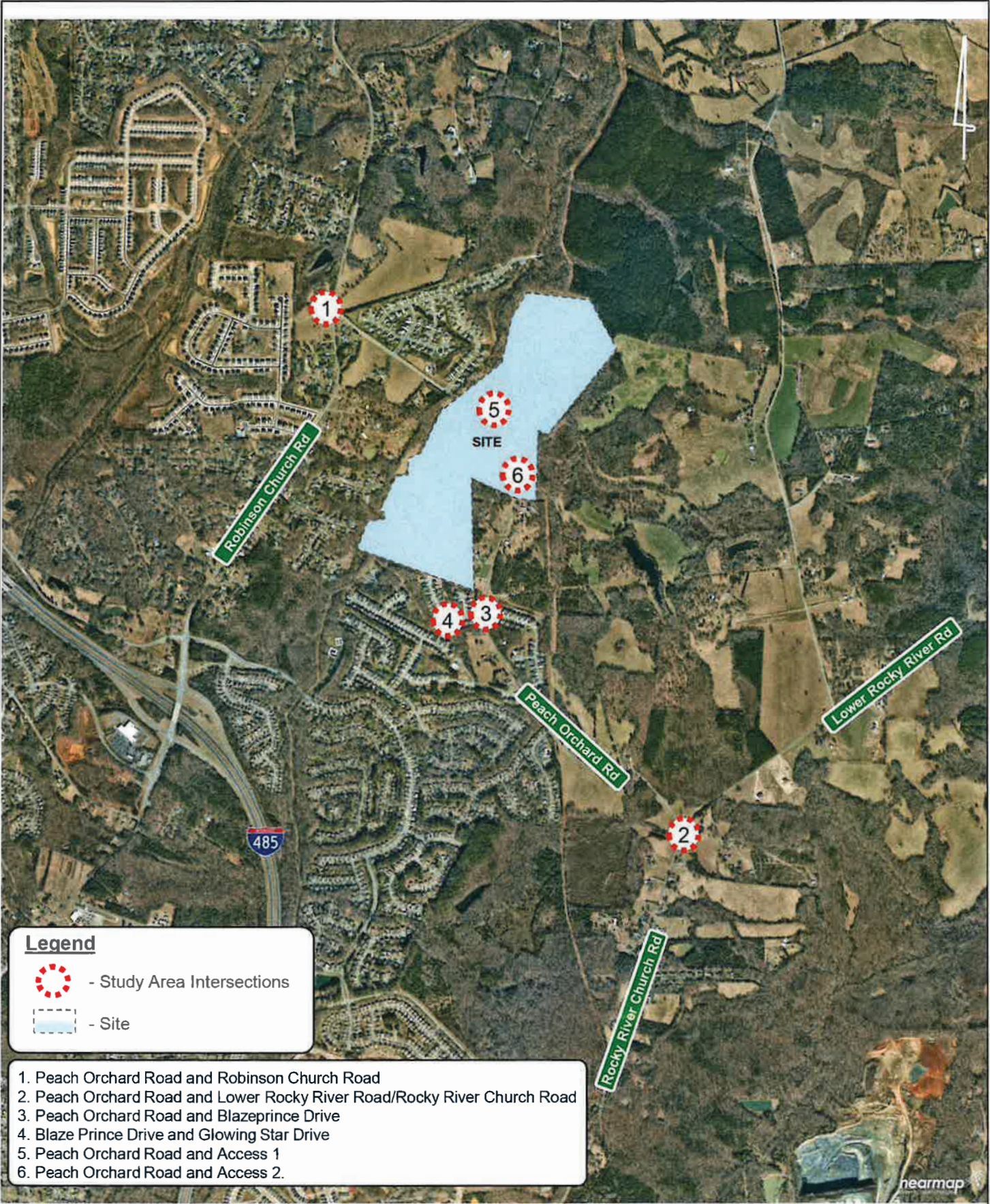
Elizabeth Richard
(Signature)

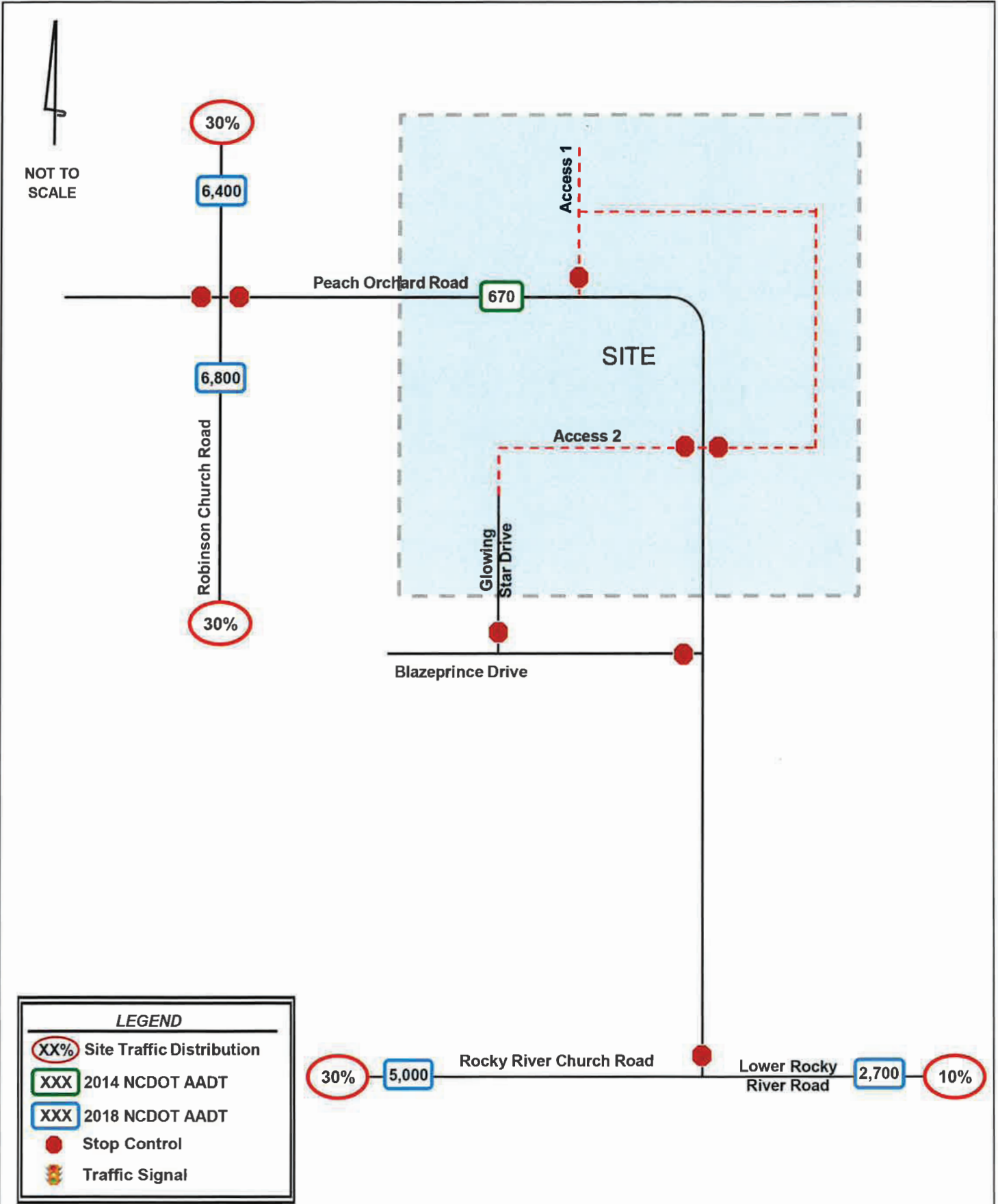
Elizabeth Richard
(Print Name)

11/14/2022

(Date)

Table 1 - Trip Generation										
ITE LUC	Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour			Peak Hour Type/Data Source
				Total	In	Out	Total	In	Out	
210	Single-Family Homes	155 DU	1,510	111	29	82	150	95	55	Adj Street/ITE Eqn
Net New External Trips			1,510	111	29	82	150	95	55	





EMPIRE COMMUNITIES
TOWN OF HARRISBURG REZONING PETITION NO. _____
DEVELOPMENT STANDARDS
May 5, 2023

I. General Provisions

1. These Development Standards form a part of the Conditional Rezoning Site Plan (“Rezoning Plan”) associated with the Conditional Rezoning Petition filed by Empire Communities (“Petitioner”) to accommodate the development of up to one hundred fifty-five (155) single-family detached dwelling units as generally depicted on the Rezoning Plan. The proposed development will be on an approximately 171-acre site located on Peach Orchard Road (the “Site”).
2. Development of the Site will be governed by the Rezoning Plan, these Development Standards, and the applicable provisions of the Town of Harrisburg Unified Development Ordinance (the “Ordinance”). Unless the Rezoning Plan or these Development Standards establishes more stringent standards, the regulations established under the Ordinance for the RL zoning district shall govern the development and use of the Site.
3. The development and street layout depicted on the Rezoning Plan are schematic in nature and are intended to depict the general arrangement of such uses and improvements on the Site. Accordingly, the ultimate layout, locations and sizes of the development and site elements depicted on the Rezoning Plan are graphic representations of the proposed development and site elements. Because the project has not undergone the design development and construction phases, it is intended that the Rezoning Plan and these Development Standards provide flexibility in allowing alterations or modifications from such graphic representations in accordance with the requirements set forth on this Rezoning Plan and the Development Standards; provided, however, that any such alterations and modifications shall be minor in nature and not materially change the overall design intent depicted on the Rezoning Plan.

II. Permitted Uses

1. The Site may be developed with up to one hundred fifty-five (155) single-family detached residential units and any incidental and accessory uses relating thereto that are permitted in the RL zoning district.

III. Access and Transportation

1. Vehicular access to the Site will be from Peach Orchard Road as generally depicted on the Rezoning Plan. The placement and configuration of the vehicular access points are subject to any minor modifications required to accommodate final site development and construction plans and designs and to any adjustments required for approval by the Town of Harrisburg

and/or the North Carolina Department of Transportation (“NCDOT”) in accordance with applicable published standards. A driveway permit from NCDOT will be required for the entrances off Peach Orchard Road.

2. As depicted on the Rezoning Plan, the Site will be served by internal public and/or private streets, and minor adjustments to the location of these streets shall be allowed during the construction permitting process in coordination with the Town of Harrisburg and/or NCDOT, as applicable.
3. The overall street network is conceptual in nature and may be adjusted during the permitting process so long as the provisions of the Ordinance related to connectivity, block lengths and links are adhered to.
4. All of the public roadway improvements will be subject to the standards and criteria of the Town of Harrisburg Engineering Design Standards and/or NCDOT within their respective road system authority. It is understood that an alternate pavement schedule is not permitted, and roadway cross sections will be reviewed and approved in accordance with applicable standards at the construction document phase. It is also understood that such improvements may be undertaken by the Petitioner on its own or in conjunction with other development or roadway projects taking place within the area, by way of a private/public partnership effort or other public sector project support.
5. Petitioner shall ensure the off-site transportation mitigation measures are completed per the final Traffic Impact Analysis (TIA) as coordinated with NCDOT and the Town of Harrisburg and contained herein, or as otherwise mutually agreed upon between the Petitioner and NCDOT and the Town of Harrisburg, as applicable:

i. INSERT FROM TIA

6. Phasing: To be forthcoming.
7. Petitioner shall provide internal sidewalks and pedestrian connections on the Site as generally depicted on the Rezoning Plan and in compliance with the Ordinance. Internal sidewalks may meander to save existing trees.

IV. Architectural Standards

1. Petitioner agrees to restrict cladding materials for all residential buildings to one or more of the following: brick, stone, precast masonry products, synthetic stone, cement fiber board, stucco, decorative block, wood and engineered wood products, and other materials allowed by the Ordinance; vinyl siding will not be used. However, the use of vinyl siding in interior breezeways, and vinyl windows, handrails, soffits, doors, garage doors, railings, and other accessory features shall be permitted.

2. There shall be no exposed concrete foundations; siding and/or other materials must extend to the ground level on all sides of the residential buildings.

V. Buffers, Yards, and Open Space

1. For residential lots sharing a rear property line, if any, an eight (8) foot landscape easement, extending four (4) feet on each side of such common property line.
2. Open Space shall be provided as generally depicted on the Rezoning Plan and is intended to provide pockets of Open Space throughout the Site. Open Spaces may include benches, play structures, trails, signature landscaping, courtyards, lawns, and/or other features that provide opportunities to recreate or foster community engagement.
3. Petitioner agrees to dedicate to the Town of Harrisburg for permanent ownership and maintenance a twenty-five (25) foot greenway easement along the eastern portion of the Site as generally depicted on the Rezoning Plan and to provide a ten (10) foot paved pedestrian connection(s) within such greenway in accordance with the Ordinance. The final location of the greenway easement and pedestrian connection to be determined during the construction document phase and as approved by the Town of Harrisburg.
4. Petitioner agrees to have garages setback a minimum of thirty (30) feet from sidewalks to accommodate parked vehicles without encroaching into the sidewalk. Petitioner further agrees that no fewer than thirty percent (30%) of the dwelling units shall contain a side-loaded garage.

VI. Environmental Features

1. Stormwater and water quality features and details shall comply with the Ordinance, the Town of Harrisburg Stormwater Drainage Manual, and applicable engineering standards. Petitioner reserves the right to provide underground stormwater facilities in lieu of wet ponds.
2. Stormwater management BMPs shown on the Rezoning Plan are graphical representations and will be designed during the construction document phase.
3. All stormwater BMPs will be screened by landscaping on any side facing lots and when visible from public streets. BMPs fronting public streets shall include amenities and serve as a feature for the community.
4. All ponds shall be wet detention ponds constructed with fountains. Wet ponds shall have a minimum ten (10) foot depth over a minimum of twenty-five percent (25%) of the permanent pool area.

5. Impacts to jurisdictional waters, if any, will be permitted through the U.S. Army Corp of Engineers and the N.C. Department of Environmental Quality, as applicable.
6. Any stormwater facility shall be surrounded by 4-rail vinyl farm fence, preferably white.
7. Petitioner agrees to not utilize sand filters as a stormwater control measure.
8. Petitioner shall mitigate or replace heritage trees if damaged during construction in accordance with the Ordinance, including alternatives for replacement of heritage trees. Heritage trees shown on the Rezoning Plan to remain are subject to final grading conditions during construction document phase; likewise, there may be trees shown to be removed that may be able to remain.

VII. Utilities

1. Proposed utilities and sewer connections are conceptual in nature. Final connection locations will be determined during the construction document phase.

VIII. Miscellaneous Provisions

1. Petitioner agrees to obtain applicable local, state, and federal permits required for the development of the Site before development activity occurs on the Site.
2. Mailbox clusters shall meet applicable ADA standards.
3. Petitioner agrees that there will be no more than ten percent (10%) of the residential units as rentals at any given time and such restriction shall be included in the governing documents for the community association.

IX. Binding Effect of the Rezoning Documents and Definitions

1. If this Rezoning Petition is approved, all conditions applicable to development of the Site imposed under the Rezoning Plan and these Development Standards will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of the Petitioner and subsequent owners of the Site and their respective heirs, devisees, personal representatives, successors in interest, and assigns.
2. Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then Owner(s) of the applicable portion of the Site affected by such amendment in accordance with the provisions of the Ordinance.
3. Throughout these Development Standards, the terms, “Petitioner” and “Owner” or “Owners” shall be deemed to include the heirs, devisees, personal representatives, successors in interest

and assigns of the Petitioner or the owner or owners of any part of the Site from time to time who may be involved in any future development thereof.

NEIGHBORHOOD MEETING REPORT

Petitioner: Empire Communities
Property: ± 171 acres located at Peach Orchard Road

This Neighborhood Meeting Report is being filed with the Town of Harrisburg Planning and Zoning Staff pursuant to the provisions of the Town's Unified Development Ordinance (the "**Ordinance**").

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

The required Neighborhood Meeting was held virtually and in person on Thursday, October 20, 2022. The Town of Harrisburg mailed a written notice of the date, time, and details of the virtual and in-person Neighborhood Meeting to the individuals and organizations as required by the Ordinance.

DATE, TIME AND FORMAT OF MEETING:

The Neighborhood Meeting required by the Ordinance was held virtually via Zoom and in-person on Thursday, October 20, 2022, at 6:00 PM at Harrisburg Town Hall.

PERSONS IN ATTENDANCE AT MEETING:

Harrisburg staff documented the list of registered attendees by registration for the virtual attendees and sign-in sheets for in-person attendees. The Petitioner's representatives at the required Neighborhood Meeting were Dan Robertson with Empire Communities, Frank Cantrell with POB Engineering, and Sarah Beason with Alexander Ricks PLLC.

SUMMARY OF PRESENTATION/DISCUSSION:

Mr. Thomas welcomed the attendees and provided an overview of the agenda and process for the Neighborhood Meeting and the Town's rezoning process in general.

Sarah Beason welcomed everyone in attendance and introduced the rezoning team, using a PowerPoint presentation, attached hereto as Exhibit A.

Ms. Beason gave a general overview of the existing zoning and the Harrisburg Area Land Use Plan (the "**Land Use Plan**") recommendation for the Property and surrounding area. Ms. Beason explained that the Petitioner is requesting a conditional rezoning to RL(CZ) (rural low-density district) to accommodate a single-family development with up to 155 lots with a proposed density of 0.91 dwelling units per acre, which is even lower than the Land Use Plan guidelines. The rezoning plan commits to significant open space in excess of Ordinance requirements.

Dan Robertson gave a brief overview of Empire Communities' development history, and its intent to develop a quality residential community on this site.

Frank Cantrell also explained his history with this particular site and the evolution of the project to its current proposed development in response to concerns for even lower density and areas of environmental sensitivity on the site, including preservation of heritage trees.

Ms. Beason opened the meeting up for discussion and questions.

In response to a question about the relationship between the proposed development and existing development off Peach Orchard Road, especially in light of connections, Petitioner explained that the communities would be separate and subject to separate home owners' association, declaration, and design standards.

Several attendees asked about the quality of the homes to be developed. One attendee stated he was a home inspector and acknowledged that Petitioner was known for being a better builder than other developers. Petitioner's team reiterated its commitment and history of developing quality homes for the community.

A few attendees inquired about sewer and drainage impacts of the project. Petitioner's team and Harrisburg Staff noted that they were aware of concerns about existing leakage and issues with sewer. Stormwater detention and sewer will be evaluated through the development process, and the project would be developed in accordance with the Ordinance and applicable requirements.

The environmental impact of the project was also addressed. There was some concern whether the Property would be clear cut and whether there was any impact to sensitive areas or species. Petitioner's team noted that there are a number of areas that are protected, including the stream and required buffer area and the existing conservation easement on the Property; those areas will not be disturbed. Petitioner's team was not aware of any endangered species, but that would be reviewed and confirmed during design phase.

Another area of discussion was traffic and safety. Some attendees noted concerns with the curve in Peach Orchard Road and the bridge near the Property as presenting unsafe conditions for new access points and increased vehicular traffic. Petitioner's team noted that a traffic impact analysis would be completed, and they would work with NCDOT and the Town at that time to address any necessary road improvements.

Attendee asked if blasting would be required during site development. The development team answered that with our current information we do not know. Harrisburg Staff stated that be closely looked at for feasibility, then monitored and permitted.

It was asked how this site will impact the local schools. Harrisburg Staff said that the schools will be involved with the approval process for this project. At this time a study has not been completed.

Petitioner's team closed by thanking the attendees for their time and asking attendees to reach out with any other comments and questions. Petitioner will continue to work with staff and officials to review and address any comments to the proposed site plan.

cc: Zachary Gordon, Planning Director, Town of Harrisburg
Craig Thomas, Senior Planner, Town of Harrisburg

Exhibit A

Presentation

REZONING PETITION PEACH ORCHARD RD. EMPIRE COMMUNITIES

OFFICIAL NEIGHBORHOOD MEETING

OCTOBER 20, 2022

Alexander
Ricks
PLLC

MEETING AGENDA

- **Introductions**
- **Property Location**
- **Current Zoning & Land Use Plan Recommendation**
- **Proposed Rezoning**
- **Conceptual Renderings**
- **Questions/Discussion**

TEAM INTRODUCTIONS

Property Owner: Divine Armistead Eugene Estate
Developer:

Alexander
Ricks
PLLC

Collin Brown &
Sarah Beason



Dan Robertson



Frank Cantrell, PE

PROPERTY LOCATION



AREA MAP

FARMINGTON
Master Planned
Development

Atrium Health
Emergency
Department

BROOKDALE

BRADFORD PARK

CHESTNUT HILLS

CASARRUS WOODS

HOLCOMB WOODS

BRITLEY

GRANTHAM

BELLE GROVE

HAWTHORNE

**DIVINE
PROPERTIES**

SILVERTON

CELEBRATE

PEACH ORCHARD ESTATES

**MECKLENBURG
COUNTY**

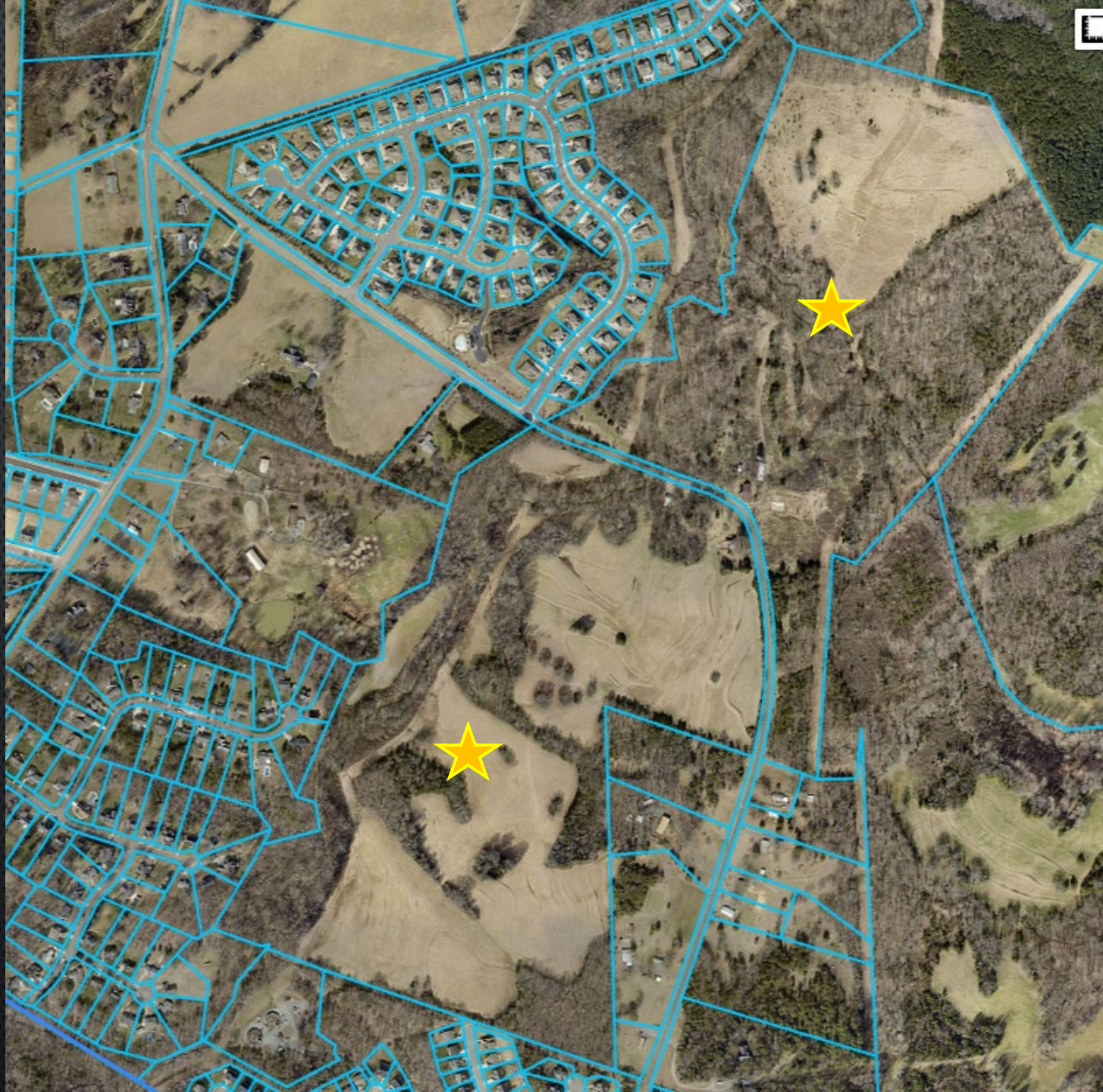
485

485

485

PROPERTY LOCATION





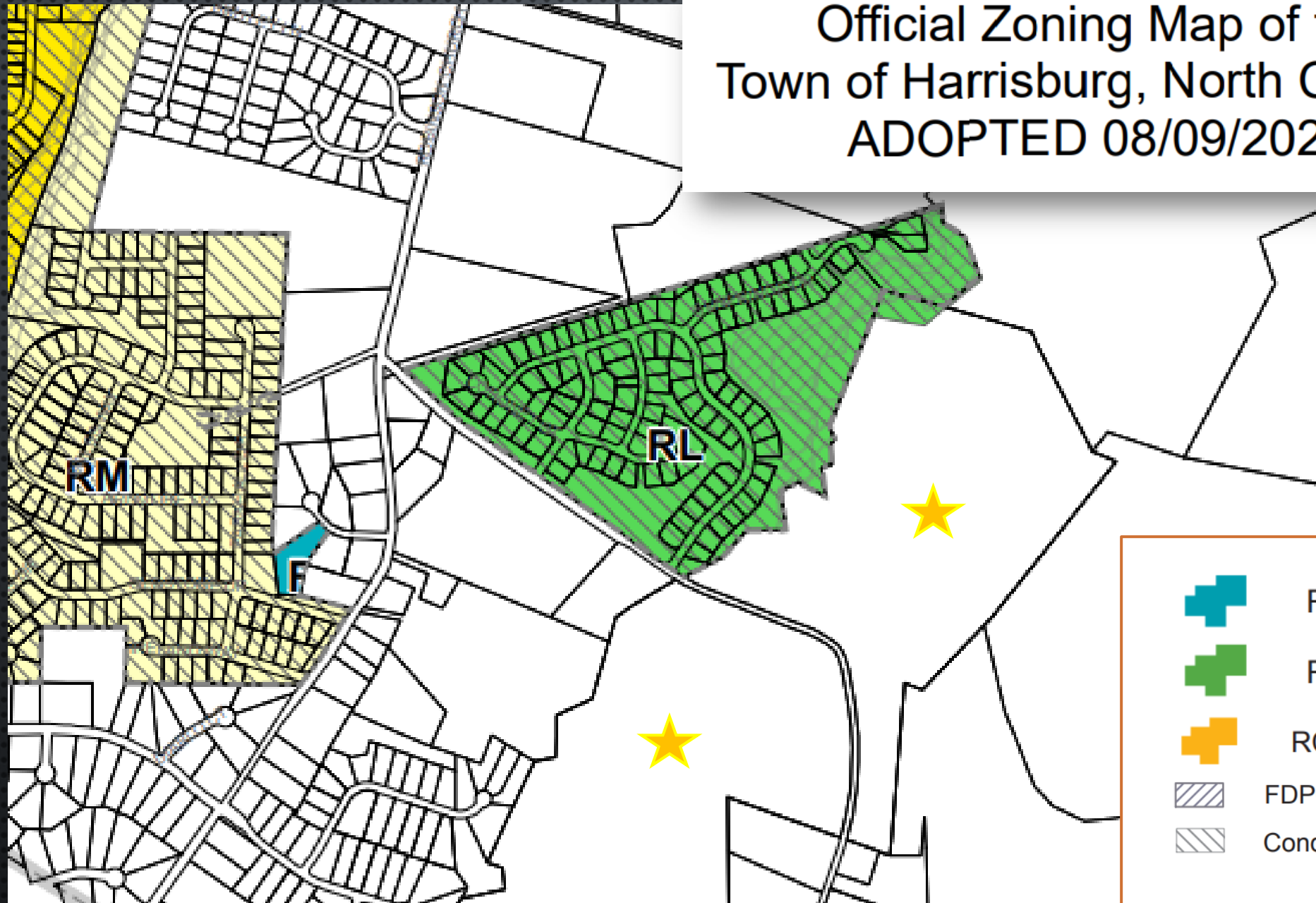
+/- 171 acres

Cabarrus County

Requesting
annexation

EXISTING ZONING

Official Zoning Map of the Town of Harrisburg, North Carolina ADOPTED 08/09/2021



	RE
	RL
	RC
	FDPO
	Conditional Districts

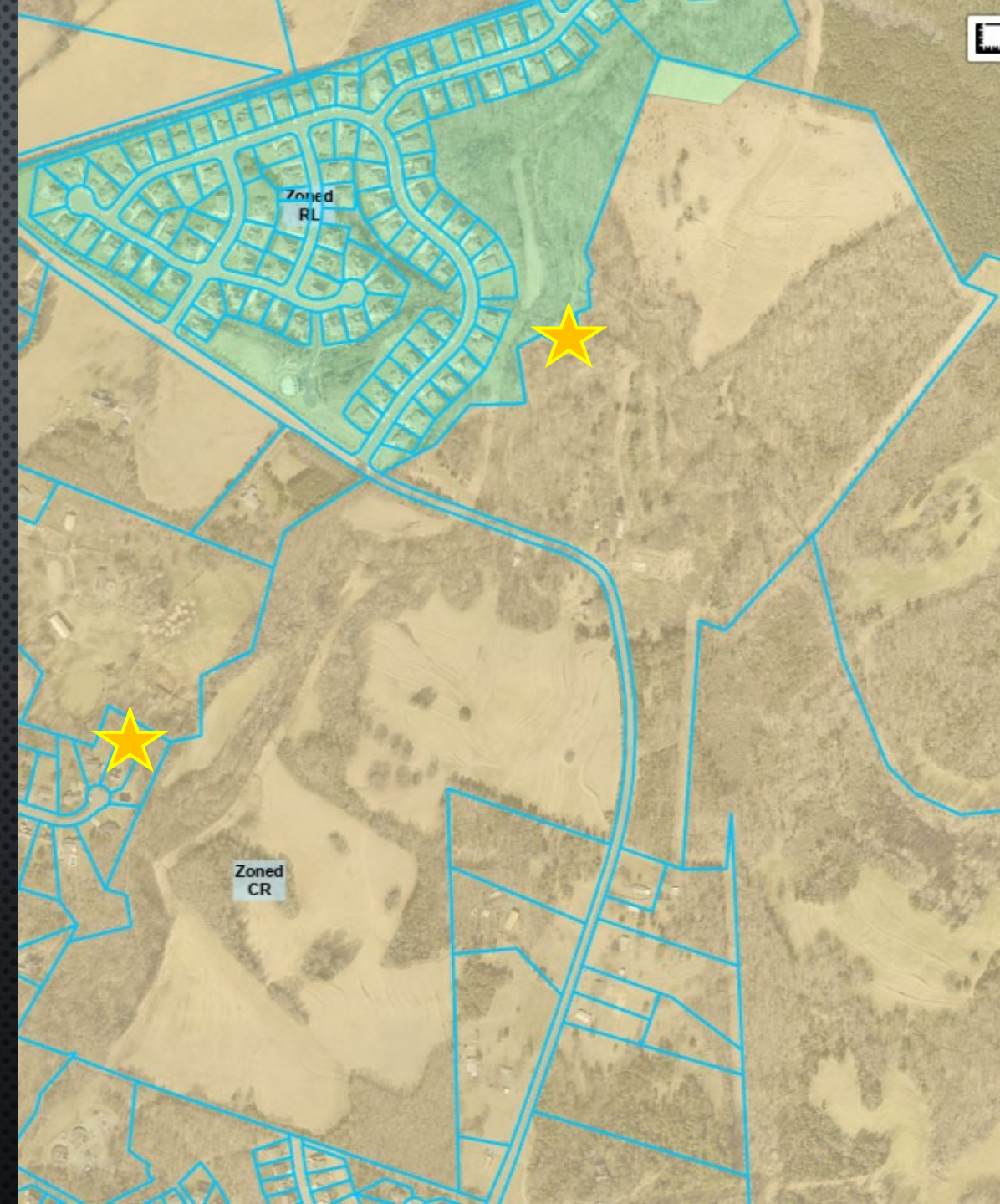
CURRENT ZONING

Cabarrus County

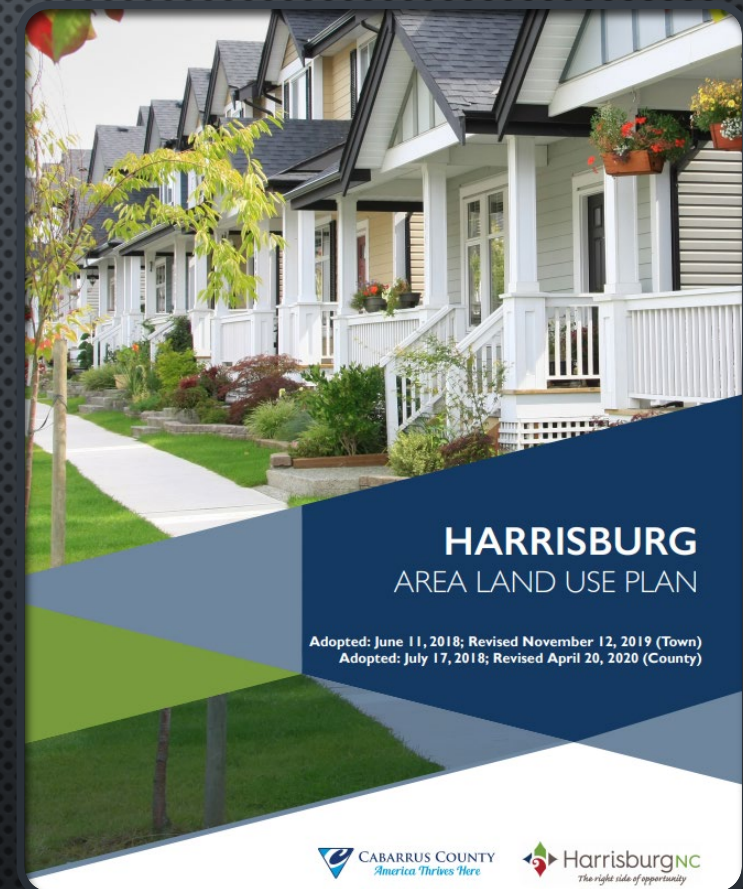
Countryside Residential (CR)

COUNTRYSIDE RESIDENTIAL

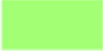
Lands in this district have a strong rural, pastoral feel. Natural environmental elements such as tree lines, small ponds, rock formations, and manmade elements such as pasture fencing are to be retained, if at all possible. Although the area is capable of handling higher densities of development, development is kept at very low overall densities. Development includes only the standard single family detached dwelling.

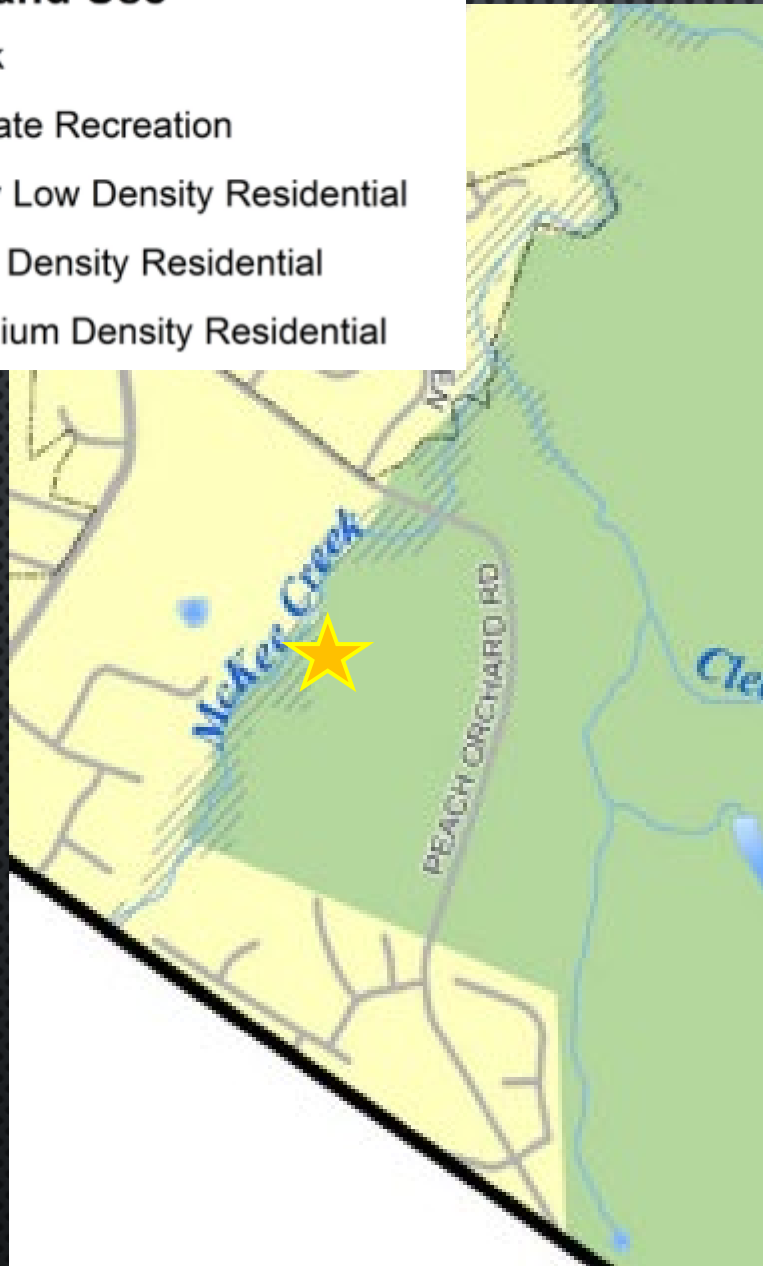


AREA LAND USE PLAN RECOMMENDATION



Future Land Use

-  Park
-  Private Recreation
-  Very Low Density Residential
-  Low Density Residential
-  Medium Density Residential



VERY LOW DENSITY RESIDENTIAL

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

LOW DENSITY RESIDENTIAL

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

REZONING PROPOSAL



OPEN SPACE CALCULATIONS		371.00 AC x30% = 51.30 AC
REQUIRED OPEN SPACE		
PROVIDED OPEN SPACE		
COMMON OPEN SPACE		46.72 AC x100% = 46.72 AC
BUFFER OPEN SPACE		9.57 AC x20% = 1.91 AC
100YR FLOOD ZONE OPEN SPACE		31.44 AC x10% = 3.14 AC
TOTAL		51.77 AC
PUBLIC PARK SPACE		
REQUIRED 155 LOTS x 1/35 AC		4.42 AC
PROVIDED		6.55 AC

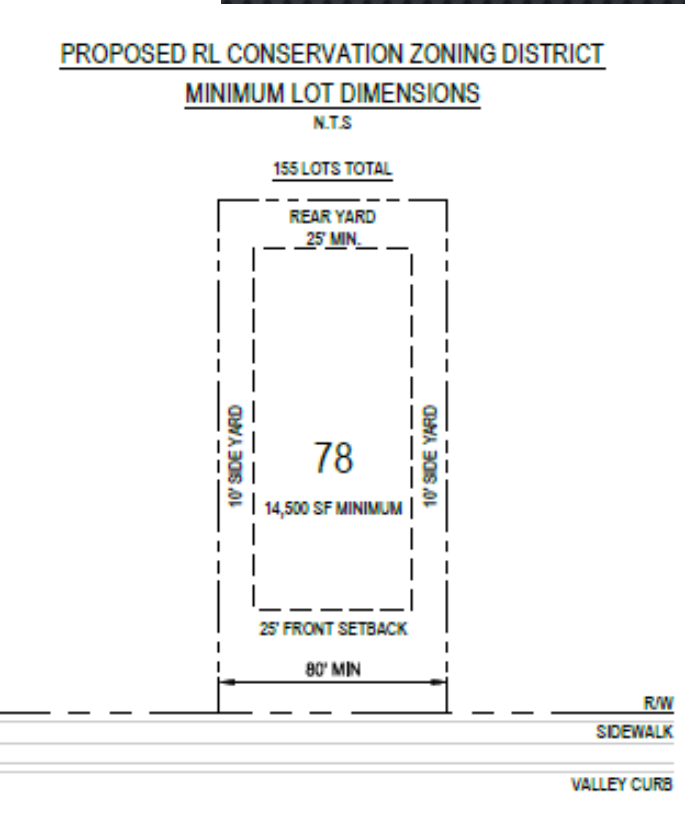
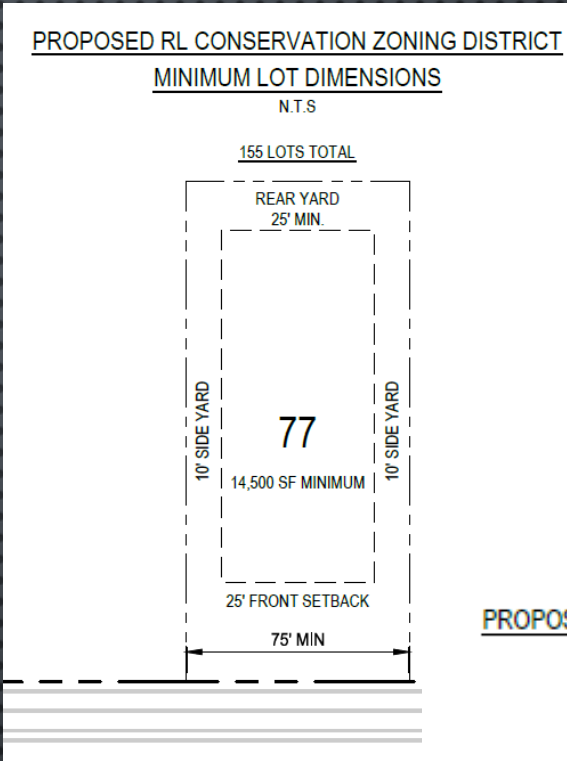
RL(CZ) Zoning District

155 Single-family
Residences

0.91 DUA

LOTS

PROPOSED USE:	RL CONSERVATION - HARRISBURG
MAXIMUM # OF LOTS:	342
PROPOSED # OF LOTS:	155 TOTAL
MINIMUM 75' WIDE	77 - 75' WIDE MINIMUM
MINIMUM 80' WIDE	78 - 80' WIDE MINIMUM
PROPOSED DENSITY	0.91 DUA
MINIMUM LOT SIZE:	75' FRONTAGE, 14,500 SF
<u>BUILDING SETBACKS REQUIRED</u>	
FRONT:	25'
SIDE:	10'
REAR:	25'
BUILDING HEIGHT:	35'
LOT WIDTH@ BLDG LINE:	75' MINIMUM
PROPOSED STREETS:	RESIDENTIAL 60' R/W
LINKS/NODES 25 /15	1.67



51.77 ACRES

6.55-ACRE PUBLIC PARK DEDICATED TO TOWN

Buffer between Hawthorne



OPEN SPACE CALCULATIONS		
REQUIRED OPEN SPACE	171.00 AC	X30% = 51.30 AC
PROVIDED OPEN SPACE		
COMMON OPEN SPACE	46.72 AC	X30% = 46.72 AC
BUFFER OPEN SPACE	9.57 AC	X20% = 1.91 AC
100YR FLOOD ZONE OPEN SPACE	31.44 AC	X30% = 3.14 AC
TOTAL		51.77 AC
PUBLIC PARK SPACE		
REQUIRED	155 LOTS X 1/35 AC	4.42 AC
PROVIDED		6.55 AC



CONCEPTUAL RENDERINGS

(*EXAMPLE ONLY)





THANK YOU!

PUBLIC HEARING NOTICE

Harrisburg Town Council **Onsite/Virtual Meeting**

Monday, July 10th @ 6:00 PM

Harrisburg Town Hall- Council Chambers

4100 Main Street

Harrisburg, NC 28075

H-2022-15-R: Divine Residential Development. Request to rezone approximately 171 acres located off Peach Orchard Road south of Sweethaven Lane (PINs 5515-26-0428 and 5515-05-7372), from County CR (Countryside Residential) to a Town of Harrisburg CZ-RL (Conditional Zoning Low Density Residential) and to annex property into the Town of Harrisburg corporate limits. The applicant is proposing to develop a single-family subdivision with 155 detached single-family homes.

H-2022-16-R: Hawthorn Senior Living. Request to rezone approximately 7.46 acres located at Rocky River Road, across from the Stafford Road intersection (PIN: 5506-22-6170) from County OI (Office Institutional) and Town CZ-GC (Conditional Zoning-General Commercial) to a Town of Harrisburg CZ-GC (Conditional Zoning-General Commercial) and to annex property into the Town of Harrisburg corporate limits. The applicant is proposing to develop a 149-unit senior living facility.

H-2017-11-R: Calloway-Essex Homes – Development Agreement. Consideration of adoption of a “Development Agreement” between the Town of Harrisburg and Stanley Martin Homes, LLC, regarding public improvements to be made by Stanley Martin Homes, in conjunction with the development of an approved 70 lot age-restricted community to be located on property situated at 8969 and 9089 Robinson Church Road (PINs: 5506-84-1758 and 5506-84-9524).

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

Publication Dates: Friday June 30th, and Friday July 7th, 2023.



June 22, 2023

Public Hearing Notice

To Whom It May Concern:

Our records indicate that you own property in close proximity to the property located at parcels PIN 5515-26-0428 and 5515-05-7372 located on Peach Orchard Road near the Robinson Church Road intersection. The property owner is requesting a rezoning and annexation of the parcels, currently located in the County, from CR (Countryside Residential) to Conditional Zoning Conservation Residential Low Density District (CZ-RL). The purpose of the rezoning is to enable the property owner to develop and subdivide the property for one hundred fifty-one (151) single family homes and to annex property into the Town of Harrisburg corporate limits.

A public hearing on this request will be held on July 10, 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: (301) 715-8592

Dial: (301) 715-8592

Webinar ID: 834 8187 7476

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

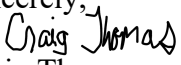
If you have any questions prior to the meeting, please feel free to call 704-455-5614.

H2022-15-R Divine Rezoning

Date: Monday, July 10, 2023

Time: 6:00 PM

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

Sincerely,

Craig Thomas
Senior Planner
Town of Harrisburg

A topographic map of the Sweetbriar area in Raleigh, North Carolina. A red boundary outlines the Sweetbriar Community Center. The map shows Sweetbriar Dr, McKee Creek, and a blue location pin. The map also includes labels for Sweetbriar Dr, McKee Creek, and a blue location pin. The map is a topographic map showing the terrain of the area. The red boundary is a polygon that follows the general shape of the Sweetbriar Community Center. The map includes labels for Sweetbriar Dr, McKee Creek, and a blue location pin. The map is a topographic map showing the terrain of the area. The red boundary is a polygon that follows the general shape of the Sweetbriar Community Center. The map includes labels for Sweetbriar Dr, McKee Creek, and a blue location pin.



PETITION REQUESTING ANNEXATION

DATE: 9/26/2022

Revised 6/5/2023

TO THE TOWN COUNCIL OF THE TOWN OF HARRISBURG

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

2. The area to be annexed is:

☐ CONTIGUOUS

☒ NON-CONTIGUOUS

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

☒ ATTACHED

☐ DESCRIBED AS FOLLOWS:

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

4. SIGNATURE OF OWNERS

NAME

ADDRESS

DocuSigned by:

Robert M. Critz

Robert M. Critz

33 Church Street, South, Concord, NC 28025

Co-Commissioner

DocuSigned by:

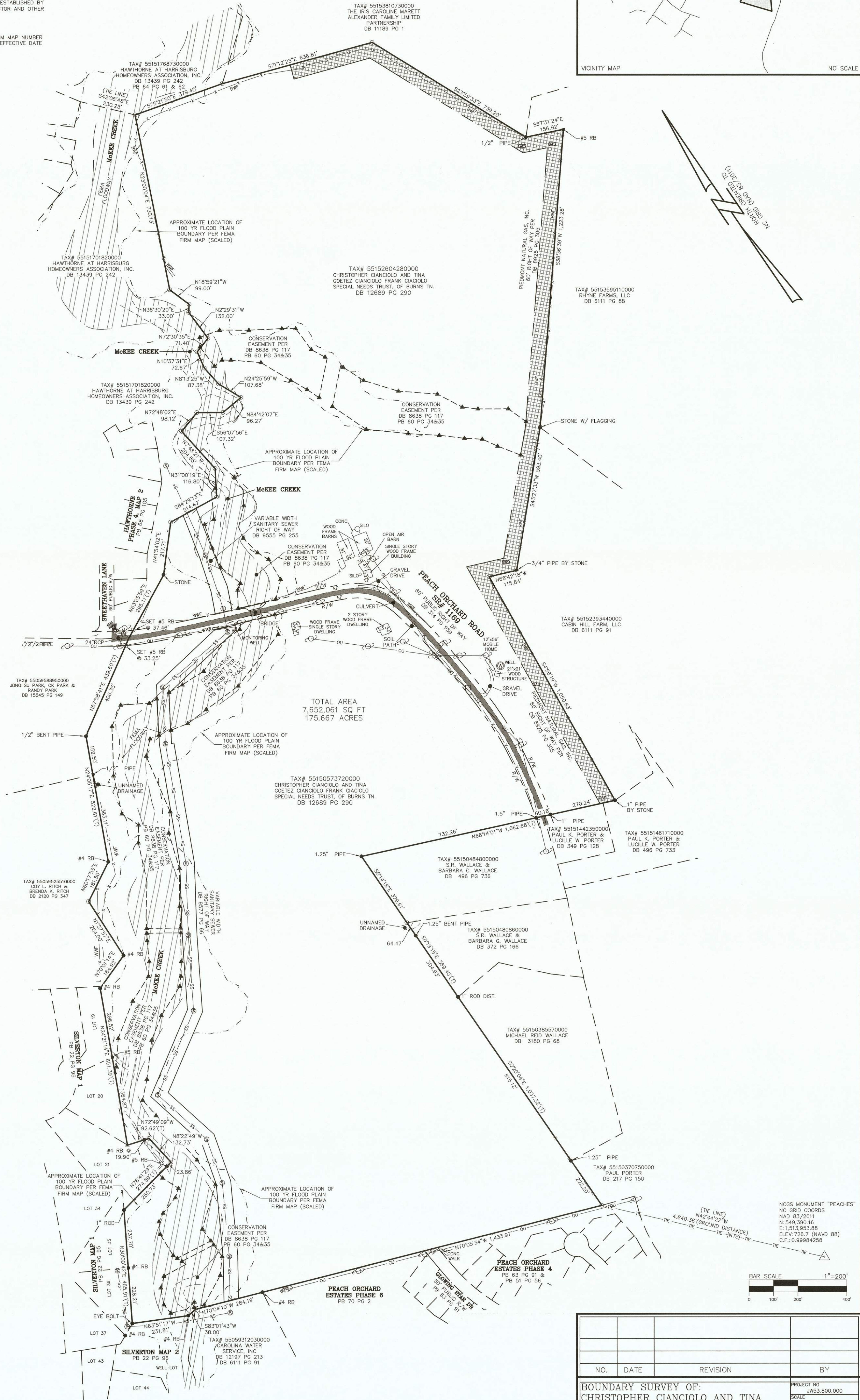
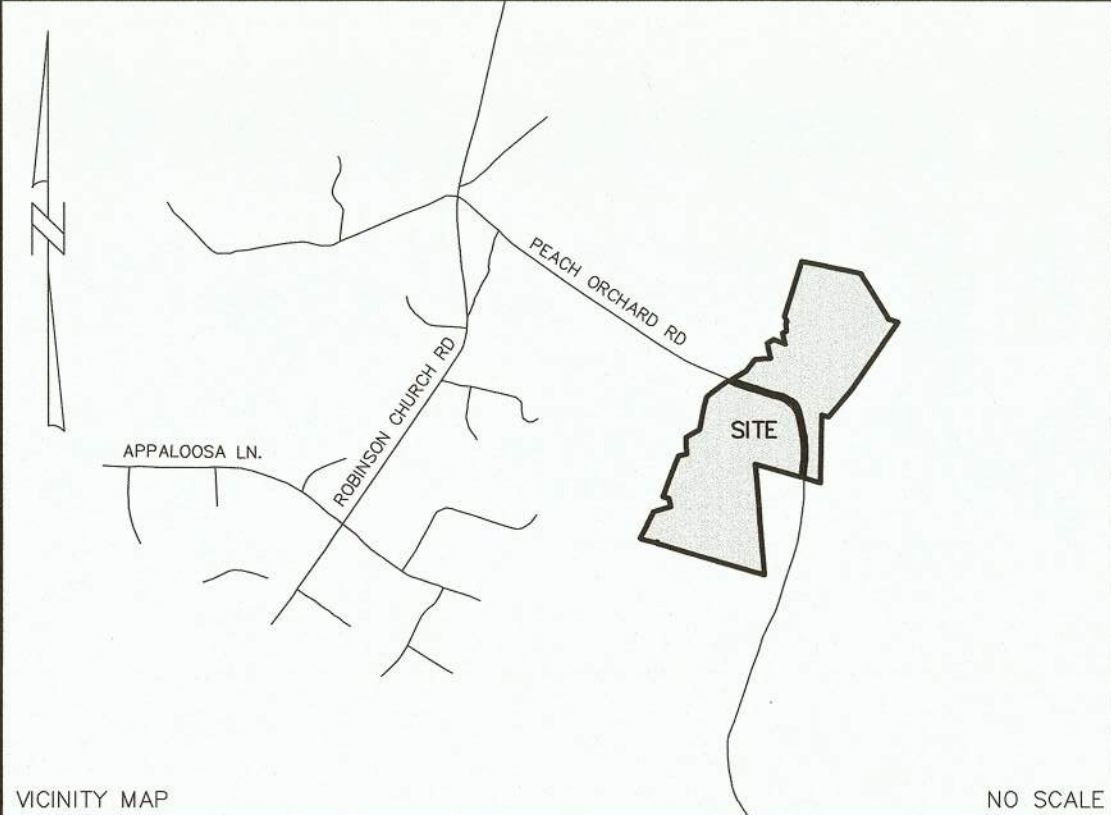
Steve Rich

Steve Rich

7900 Wilby Hollow Dr., Charlotte, NC 28270

Co-Commissioner

NOTES:
THIS SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHTS-OF-WAY.
SET #5 REBAR AT ALL CORNERS UNLESS OTHERWISE NOTED.
AREAS COMPUTED BY COORDINATE METHOD.
UNADJUSTED RATIO OF PRECISION: 1:25,568
SUBJECT TRACT ADDRESS: PEACH ORCHARD ROAD
TOTAL ACREAGE FOR THE AREA ENCOMPASSED BY THIS MAP IS: 175.667 ACRES
NO DEVELOPMENTAL STUMP HOLES REPORTED TO THIS FIRM WITHIN THE LOTS WHICH MAKE UP THIS MAP.
SUBJECT TAX PARCEL: 55150573720000 & 55152604280000
SUBJECT TRACT DEED REFERENCE: DB 12689 PG 290
THE GRAPHIC REPRESENTATION OF THE UNDERGROUND UTILITIES SHOWN ON THIS PLAT WERE ESTABLISHED BY FIELD LOCATION OF PAINT MARKS AND/OR PIN FLAGS PLACED BY UTILITY LOCATION CONTRACTOR AND OTHER INFORMATION SHOWING APPROXIMATE LOCATION.
NO NGS OR NCGS TRAVERSE WITHIN 2000 FEET OF THIS SITE.
SUBJECT TRACT GRAPHICALLY LOCATED WITHIN SPECIAL FLOOD HAZARD AREAS PER FEMA FIRM MAP NUMBER 3710550000M WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2018 AND 3710551500K WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2018.



- LEGEND
- DB - DEED BOOK
 - PB - PLAT BOOK
 - PG - PAGE
 - BWF - BARBED WIRE FENCE
 - WWF - WOODEN WIRE FENCE
 - OU - OVERHEAD UTILITY
 - RB - REBAR
 - SR# - SECONDARY ROAD NUMBER
 - SS - SANITARY SEWER
 - SD - STORM DRAIN
 - R/W - RIGHT OF WAY
 - FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY
 - FIRM - FLOOD INSURANCE RATE MAP
 - NCGS - NORTH CAROLINA GEODETIC SURVEY
 - EP - EDGE OF PAVEMENT
 - - FOUND CORNER
 - ▲ - FOUND CONSERVATION EASEMENT DISC
 - - SET CORNER (#5 REBAR)
 - - UTILITY POLE
 - - GUY ANCHOR
 - - TELEPHONE PEDESTAL
 - - CARSONITE GAS LINE MARKER
 - - GAS VALVE
 - - WATER VALVE
 - - CATCH BASIN
 - - SANITARY SEWER MANHOLE
 - - PAVEMENT
 - - PIEDMONT NATURAL GAS EASEMENT
 - - FEMA FLOODWAY
 - BOUNDARY LINE
 - ADJOINING BOUNDARY LINE (NOT SURVEYED)
 - OVERHEAD UTILITY
 - EASEMENT LINE
 - SANITARY SEWER LINE
 - STORM DRAINAGE LINE
 - 100 YR FLOOD PLAIN BOUNDARY (SCALED)

© 2021, ESP ASSOCIATES, INC. ALL RIGHTS RESERVED. COPIES OF THE ORIGINAL OF THIS DOCUMENT DISTRIBUTED BY THE SURVEYOR BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR.

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704-583-4949 (NC)
803-802-2440 (SC)
www.espassociates.com

NORTH CAROLINA
LICENSE NO. F-1407
ESP ASSOCIATES, INC.



CERTIFICATE OF SURVEY AND ACCURACY

I, ROBERT D. BARTLETT, CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK & PAGE AS NOTED), THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES FOUND IN DEED BOOK & PAGE AS NOTED; THAT THE RATIO OF PRECISION IS 1:25,568; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

WITNESS MY ORIGINAL SIGNATURE, SEAL THIS 31ST DAY OF JANUARY, 2022.

Robert D. Bartlett
ROBERT D. BARTLETT NCPLS: L-3635

NO.	DATE	REVISION	BY
BOUNDARY SURVEY OF: CHRISTOPHER CIANCIOLO AND TINA GOETZ CIANCIOLO FRANK CIANCIOLO SPECIAL NEEDS TRUST, OF BURNS TN. PROPERTY CONTAINING 175.667 ACRES LOCATED IN: NO. 4 TOWNSHIP CABARRUS COUNTY NORTH CAROLINA CLIENT: EASTWOOD HOMES 2857 WESTPORT ROAD CHARLOTTE, NC 28208			
PROJECT NO.	JW53.800.000		
SCALE	1"=200'		
DATE	JANUARY 31, 2022		
DRAWN BY	TFB		
CHECKED BY	RDB		
DATE SURVEYED	DEC. 2021 - JAN. 2022		
DRAWING NO.	JW53_800_BM.DWG		
	1.0		
SHEET 1 OF 1			

Divine Armistead Eugene Estates

Parcel Numbers: 55152604280000 and 55150573720000

Address: 11011 and 10960 Peach Orchard Rd, Harrisburg, NC 28075

Commencing at NCGS Monument "Peaches" NC Grid Coordinates NAD 83/2011 N:549,390.16, E:1,513,953.88, then N 42°44'22" W for a distance of 4,840.36 feet to a set corner (#5 Rebar) at the Point Of Beginning, then N 70°05'34" W for a distance of 1,433.97 feet to a found corner (#4 Rebar). Thence N 70°04'10" W a distance of 284.19 feet to a set corner (#5 Rebar). Then from a set point S 83°01'43" W a distance of 38.00 feet to a found corner (#4 Rebar). Then from said rebar N 63°51'17" a distance of 231.81 feet to a found corner (#4 Rebar). Then from said found corner N 30° 00'42" E a distance of 228.21', thence continuing online a distance of 237.70 feet to a 1-inch rod. Then from said 1"-rod N 78°41'29" E for a distance of 250.73 feet to a found corner (#5 Rebar), thence continuing online a distance of 23.86 feet to a set corner (#5 Rebar) for a total of 274.59 feet. Then from said set corner N 08°22'49" W a distance of 132.73 feet to a set corner (#5 Rebar). Then from set corner N 72° 49'09" W a distance of 19.90 feet to a found corner (#4 Rebar), thence continuing online a distance of 72.72 feet a total 92.62 to a found conservation easement disc. Then from said conservation easement disc N 24°21'14" E for a total distance of 651.39 feet to a found corner (#4 Rebar). Then from found corner N 70°01'14" E a distance of 164.92 feet to a found corner (#4 Rebar). Then from found # 4 rebar N 01°27'57" E a distance of 264.00 feet to a set corner (#5 Rebar). Then from set corner N 60°17'55" E a distance of 181.50' to a found #4 rebar. Then from found rebar N 24°05'17" a total distance of 522.61 feet to a ½" Bent Pipe. Then from ½" Bent Pipe N 57°58'41" E a total of 439.60 feet to Peach Orchard Dr centerline. Then from the centerline of Peach Orchard Dr. N 63°05'59" E a total distance of 295.11 feet to a found corner marked with a stone. Then from found stone N 41°54'02" E a distance of 217.71 feet to a set corner (#5 Rebar). Then from set rebar S 84°29'13" E a distance of 214.47 feet to a set corner (#5 Rebar). Then from #5 rebar N 31°00'19" E a distance of 116.80 feet to a set corner (#5 Rebar). The from set corner N 07°48'21" W a distance of 204.85 feet to a set corner (#5 Rebar). Then from set #5 rebar N 72°48'02" E a distance of 98.12 feet to a set corner (#5 Rebar). Then from #5 rebar S 56°07'56" E a distance of 107.32 feet to a set corner (#5 Rebar). Then from set rebar N 84°42'07" E a distance of 96.27 feet to a set corner (#5 Rebar). The from set #5 rebar N 24°25'59" W a distance of 107.68 feet to a set corner (#5 Rebar). Then from set #5 rebar N 81°13'25" W a distance of 87.38 feet to a set corner (#5 Rebar). Then from #5 set rebar N 10°37'31" E a distance of 72.67 feet to a set corner (#5 Rebar). Then from set #5 rebar N 72°30'35" E a distance of 71.40 feet to a set corner (#5 Rebar). Then from set #5 rebar N 02°29'31" W a distance of 132.00 feet to a set corner (#5 Rebar). Then from set #5 rebar N 36°30'20" E a distance of 33.00 feet to a set corner (#5 Rebar). Then from #5 rebar N 18°59'21" W a distance of 99.00 feet to a set corner (#5 Rebar). Then from set #5 rebar N 23°00'04" E a distance of 730.13 feet to a set corner (#5 Rebar). Then from set #5 rebar S 75°21'50" E a distance of 379.45 feet to a set corner (#5 Rebar). Then from set #5 rebar S 71°12'23" E a distance of 636.81 feet to a set corner (#5 Rebar). Then from set #5 rebar S 23°59'33" E a distance of 739.20 feet to a found corner (½" pipe). Then from found ½" pipe S 67°31'24" E a distance of 156.92 feet to a found corner (#5 Rebar). Then from found #5 rebar S 38°36'39" W a distance of 1,223.28 feet to a found stone with flagging. Then from found stone with flagging S 43°27'33" W a distance of 593.40 feet to a found ¾" pipe by stone. Then from found ¾" pipe by stone N 68°42'18" W a distance of 115.84 feet to a set corner (#5 Rebar). Then from set #5 rebar S 04°56'19" W a distance of 1,050.83 feet to a found 1" pipe by stone. Then from said 1" pipe by stone N 68°14'01" W, passing a found 1" pipe on the East right-of-way of Peach Orchard Dr. at 270.24 feet, thence continuing on line passing a 1.5" Pipe on the West side of Peach Orchard Dr. at 60.18 feet, thence continuing on line 732.26 feet to a found 1.25" pipe, a total distance of 1,062.68 feet. Then from said found 1.25" pipe S 00°14'18" E a distance of 329.61 feet to a set corner (#5 Rebar). Then

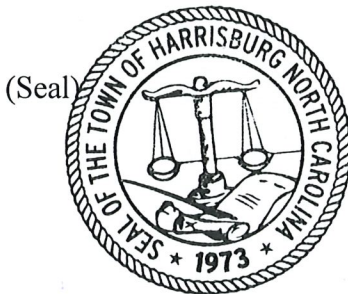
from set #5 rebar S 00° 19'15" E passing a 1.25" Bent Pipe found at 64.47 feet, thence continuing on line 304.93 feet to a found 1" Rod Dist, for a total distance of 369.40 feet. Then from said 1" rod dist S 00°20'04" E passing a found 1.25" pipe 815.12 feet, thence continuing on line 222.20 feet, a total distance of 1,037.32 feet to the Point of Beginning, containing $\pm$ 171 acres.



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

I, Janet Rackley, Clerk, do hereby certify that I have investigated the petitions attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 5th day of June 2023.




Janet Rackley, Clerk



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

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on July 10, 2023.

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

Divine Armistead Eugene Estates

Parcel Numbers: 55152604280000 and 55150573720000

Address: 11011 and 10960 Peach Orchard Rd, Harrisburg, NC 28075

Commencing at NCGS Monument "Peaches" NC Grid Coordinates NAD 83/2011 N:549,390.16, E:1,513,953.88, then N 42°44'22" W for a distance of 4,840.36 feet to a set corner (#5 Rebar) at the Point Of Beginning, then N 70°05'34" W for a distance of 1,433.97 feet to a found corner (#4 Rebar). Thence N 70°04'10" W a distance of 284.19 feet to a set corner (#5 Rebar). Then from a set point S 83°01'43" W a distance of 38.00 feet to a found corner (#4 Rebar). Then from said rebar N 63°51'17" a distance of 231.81 feet to a found corner (#4 Rebar). Then from said found corner N 30° 00'42" E a distance of 228.21', thence continuing online a distance of 237.70 feet to a 1-inch rod. Then from said 1"-rod N 78°41'29" E for a distance of 250.73 feet to a found corner (#5 Rebar), thence continuing online a distance of 23.86 feet to a set corner (#5 Rebar) for a total of 274.59 feet. Then from said set corner N 08°22'49" W a distance of 132.73 feet to a set corner (#5 Rebar). Then from set corner N 72° 49'09" W a distance of 19.90 feet to a found corner (#4 Rebar), thence continuing online a distance of 72.72 feet a total 92.62 to a found conservation easement disc. Then from said conservation easement disc N 24°21'14" E for a total distance of 651.39 feet to a found corner (#4 Rebar). Then from found corner N 70°01'14" E a distance of 164.92 feet to a found corner (#4 Rebar). Then from found # 4 rebar N 01°27'57" E a distance of 264.00 feet to a set corner (#5 Rebar). Then from set corner N 60°17'55" E a distance of 181.50'

to a found #4 rebar. Then from found rebar N 24°05'17" a total distance of 522.61 feet to a ½" Bent Pipe. Then from ½" Bent Pipe N 57°58'41" E a total of 439.60 feet to Peach Orchard Dr centerline. Then from the centerline of Peach Orchard Dr. N 63°05'59" E a total distance of 295.11 feet to a found corner marked with a stone. Then from found stone N 41°54'02" E a distance of 217.71 feet to a set corner (#5 Rebar). Then from set rebar S 84°29'13" E a distance of 214.47 feet to a set corner (#5 Rebar). Then from #5 rebar N 31°00'19" E a distance of 116.80 feet to a set corner (#5 Rebar). Then from set corner N 07°48'21" W a distance of 204.85 feet to a set corner (#5 Rebar). Then from set #5 rebar N 72°48'02" E a distance of 98.12 feet to a set corner (#5 Rebar). Then from #5 rebar S 56°07'56" E a distance of 107.32 feet to a set corner (#5 Rebar). Then from set rebar N 84°42'07" E a distance of 96.27 feet to a set corner (#5 Rebar). Then from set #5 rebar N 24°25'59" W a distance of 107.68 feet to a set corner (#5 Rebar). Then from set #5 rebar N 81°13'25" W a distance of 87.38 feet to a set corner (#5 Rebar). Then from #5 set rebar N 10°37'31" E a distance of 72.67 feet to a set corner (#5 Rebar). Then from set #5 rebar N 72°30'35" E a distance of 71.40 feet to a set corner (#5 Rebar). Then from set #5 rebar N 02°29'31" W a distance of 132.00 feet to a set corner (#5 Rebar). Then from set #5 rebar N 36°30'20" E a distance of 33.00 feet to a set corner (#5 Rebar). Then from #5 rebar N 18°59'21" W a distance of 99.00 feet to a set corner (#5 Rebar). Then from set #5 rebar N 23°00'04" E a distance of 730.13 feet to a set corner (#5 Rebar). Then from set #5 rebar S 75°21'50" E a distance of 379.45 feet to a set corner (#5 Rebar). Then from set #5 rebar S 71°12'23" E a distance of 636.81 feet to a set corner (#5 Rebar). Then from set #5 rebar S 23°59'33" E a distance of 739.20 feet to a found corner (½" pipe). Then from found ½" pipe S 67°31'24" E a distance of 156.92 feet to a found corner (#5 Rebar). Then from found #5 rebar S 38°36'39" W a distance of 1,223.28 feet to a found stone with flagging. Then from found stone with flagging S 43°27'33" W a distance of 593.40 feet to a found ¾" pipe by stone. Then from found ¾" pipe by stone N 68°42'18" W a distance of 115.84 feet to a set corner (#5 Rebar). Then from set #5 rebar S 04°56'19" W a distance of 1,050.83 feet to a found 1" pipe by stone. Then from said 1" pipe by stone N 68°14'01" W, passing a found 1" pipe on the East right-of-way of Peach Orchard Dr. at 270.24 feet, thence continuing on line passing a 1.5" Pipe on the West side of Peach Orchard Dr. at 60.18 feet, thence continuing on line 732.26 feet to a found 1.25" pipe, a total distance of 1,062.68 feet. Then from said found 1.25" pipe S 00°14'18" E a distance of 329.61 feet to a set corner (#5 Rebar). Then from set #5 rebar S 00°19'15" E passing a 1.25" Bent Pipe found at 64.47 feet, thence continuing on line 304.93 feet to a found 1" Rod Dist, for a total distance of 369.40 feet. Then from said 1" rod dist S 00°20'04" E passing a found 1.25" pipe 815.12 feet, thence continuing on line 222.20 feet, a total distance of 1,037.32 feet to the Point of Beginning, containing ± 171 acres.

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of the Shelby Woods Fee In Lieu Development and Construction Contract and related FY2024 Budget Ordinance Amendment

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved:

Motion to execute the attached Contract with Brookwood Home Building and Remodeling LLC and approve the related FY2024 Budget Ordinance Amendment

Description/Background:

The Shelby Woods development is a 14-lot subdivision located on the north side of Rocky River Crossing Road between Morehead Road and Maplevue Drive. The project was initiated in 2019 and was annexed and rezoned in 2021. The project is nearing completion, and nearly all of the conditions of rezoning have been met by the developer. Per the rezoning, the developer was required to mill and repave the portion of Rocky River Crossing on the project side and remove the speed bumps on Rocky River Crossing, as they do not meet the Town's street standards. The developer has requested that the Town approve a fee-in-lieu for the resurfacing of their portion of the street. This will benefit the Town and the developer by allowing the Town to resurface the entire section of Rocky River Crossing that remains to be resurfaced, as opposed to only having a small section resurfaced. The Town prepared a construction estimate for the developer's remaining obligations and added a 25% contingency to account for any inflation costs. The attached fee-in-lieu contract was drafted by the Town Attorney and the developer is agreeable to the conditions set forth in the agreement. The Town will resurface this section of the road under the FY24 Paving Projects, so that work will be completed in a timely manner.

Recommendation:

Staff recommends approval of the attached contract.

Fiscal Impact:

The Town will accept \$35,600 from the developer to self-perform the work, which is adequate to cover the work to be performed and includes a 25% contingency. The attached FY2024 Budget Ordinance Amendment recognizes the contribution from the developer and appropriates the funds for use on street resurfacing during the fiscal year.

Attachments:

1. Shelby Woods Resurfacing - Construction Estimate - Final
2. Shelby Woods Development Agreement
3. Amendment - GF - Shelby Woods Developer Contribution 07102023



Project Shelby Woods Lane Resurfacing
Firm, Corporation or Individual: Town of Harrisburg
Address: 4100 Main Street, Suite 101
Telephone Number: (704) 455-5614

Opinion of Probable Construction Cost

Description	Quantity	Unit	Unit Cost	
Mobilization (5%)	1	LS	\$ 1,541.12	\$ 1,541
Traffic Control	1	LS	\$ 2,000.00	\$ 2,000
Milling of Existing Pavement - 2"	1856	SY	\$ 3.94	\$ 7,313
Tack Coat	111	GAL	\$ 3.50	\$ 389
Asphalt Concrete Surface Course, Type S 9.5 C - 2"	1856	SY	\$ 11.38	\$ 21,121
Construction Subtotal				\$ 32,364
Contingency	10	%		\$ 3,236
Total				\$ 35,600

¹Town staff utilized 2022 bid tabs from the Town of Harrisburg to construct estimate

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

FEE IN LIEU DEVELOPMENT AND
CONSTRUCTION CONTRACT

This FEE IN LIEU DEVELOPMENT AND CONSTRUCTION CONTRACT ("Agreement") is made and entered into as of the ____ day of July, 2023 by and between BROOKWOOD HOME BUILDING AND REMODELING LLC ("Brookwood") and TOWN OF HARRISBURG ("Town").

RECITALS

1. Brookwood is developing a residential subdivision in the Town called Shelby Woods along the north side of Rocky River Crossing Road east of Morehead Road.
2. One of the development approval requirements is for Brookwood to make some improvements on Rocky River Crossing Road in the section of such road on which the subdivision is being developed.
3. Rocky River Crossing Road is a Town street subject to Town requirements for such improvements.
4. Brookwood and the Town have agreed upon the improvements that need to be made to Rocky River Crossing Road, which are shown on Sheet C-101 of the Shelby Woods construction plans dated May 27, 2022 as prepared by Alfred Benesch & Company.
5. Brookwood shall pay the Town to have these improvements to Rocky River Crossing Road constructed in order to meet this development approval obligation.

In consideration of the above Recitals and the Terms contained below, which the parties agree constitute sufficient consideration to make this Agreement legal and binding, the parties agree as follows.

TERMS

1. Brookwood shall pay the Town \$35,600.00 as the estimated cost of the Rocky River Crossing Road improvements required for the Shelby Woods subdivision. These improvements generally consist of resurfacing and removal of the two road humps and repaving of the section of Rocky River Crossing Road in front of the development, as shown in Sheet C-101, as described above.
2. Such amount shall be paid to the Town in full within thirty (30) days of the execution of this Agreement, and before closing out of the development bond and receipt of final approvals from the Town for this development.
3. It is understood by the parties that the Town will hire the contractor to construct these improvements and that the work will be done along with the other Town street resurfacing projects to be performed in the Fall of 2023.

4. This Agreement is authorized by N.C. Gen. Stat. Chapter 160D and the Harrisburg UDO.

IN WITNESS, the parties have executed this Agreement as of the date first written above.

BROOKWOOD HOME BUILDING
AND REMODELING LLC

TOWN OF HARRISBURG

By: _____
Member Manager

By: _____
Town Manager



AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

Section 1. Amend the General Fund to account for the Shelby Woods Development Agreement fee-in-lieu for street resurfacing.

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

Increase line item 100-3001-54307	\$ 35,600
M/R - Streets	

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

Increase line item 100-48902	\$ 35,600
Contributions - Other	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 10th day of July, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of a Contract for the Town's Water Modeling and Water/Sewer CIP Update

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If Approved:

Motion to award the attached contract with Black and Veatch International Company for the amount of \$250,000 for updates to the Town's Water and Sewer Capital Improvement Plan and Water Model.

Description/Background:

The Town of Harrisburg seeks to update its 20-year Water and Sewer CIP and its Hydraulic model to guide and assist with future budget planning and preparation. For the water system, system assessments will include hydraulic modeling of the distribution system, groundwater well operations, potential private system acquisitions, water system interconnects, and completed capital improvement projects. The assessments will also include updating the Town's water model to identify areas of need due to increased demand resulting from development throughout the Town and the associated population growth. This will ensure the Town is meeting its obligation to maintain minimum residual pressures while providing fire flow and maximum daily demand flows. The CIP update will revisit the Comprehensive Water and Wastewater Master Plan completed in 2010 and the most recent CIP updates, completed in 2016 and 2019. The drinking water needs of the Town are constantly changing as it sees a significant increase in population and development. The primary emphasis for the water CIP update is to provide a revised schedule of projected capital expenditures, updated construction estimates, and review and confirmation that the CIP is consistent with the needs of the growing community. The CIP will evaluate population projections and associated demands for the updated population projections.

For the wastewater system, no detailed system assessments will be performed, however, planning and budgeting for private system acquisitions, decommissioning of pump stations, and incorporating lessons learned from completed capital improvements projects will be completed based on input and direction from the Town. The update will revisit the Comprehensive Water and Wastewater Master Plan completed in 2010 and the most recent CIP updates, completed in 2016 and 2019. The primary emphasis for the wastewater CIP update is to provide a revised schedule of projected capital expenditures, and update construction estimates. The current CIP identifies scope, budget and schedule for pump station decommissioning and service area expansion projects. A new objective of this Project is to also provide a schedule and scope for repair and maintenance work along with the CIP update.

Recommendation:

Staff Recommends approval of the attached contract, which has been reviewed by the Town Attorney. Black and Veatch has been an extremely reliable consultant for the Town and has assisted on other projects, such as the Morehead West Decommissioning, the FY2021 Waterline Improvement Design, and has led the charge for the WSACC Master Plan.

Fiscal Impact:

The Fiscal Impact of this project is \$250,000. The Town of Harrisburg budgeted a total of \$250,000 for a Water Model Update and Water/Sewer CIP updated in FY2023. The Town worked very closely with the engineer to maximize the scope to the greatest extent possible while staying under the proposed budget. The contract went through several months

of negotiations with the Town and its Engineer, but the Town was still able to obtain all of the desired services needed to make this project successful.

Attachments:

1. con_HarrisburgCIP_23-0627_revised

**AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT (Agreement) is by and between Town of Harrisburg (Owner) and Black & Veatch International Company (Engineer);

W I T N E S S E T H :

WHEREAS, Owner intends to update the Town's Capital Improvement Plan (CIP) (the Project);

WHEREAS, Owner requires certain engineering services in connection with the Project (the Services);
and,

WHEREAS, Engineer is prepared to provide the Services.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be July 15, 2023.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles thereof relating to conflicts of law.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

ARTICLE 4 – COMPENSATION

4.1 Payment shall be due and payable upon receipt by Owner to Engineer in accordance with Attachment B, Compensation.

4.2 Method of Payment. Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

4.3 In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law, if less, from thirty (30) days after the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item finally resolved in Owner's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall at such times as may be required by Engineer for the successful and expeditious completion of the Services:

5.1 Obtain all permits and licenses required to be taken out in the name of Owner which are necessary for the performance of the Services;

5.2 Provide Engineer with all specifications necessary for the completion of the Services;

5.3 Provide Engineer with soil data evidencing that the site is clean and free of above ground and underground obstructions, fissures, faults and other similarly hidden features which will interfere with the completion of the Services;

5.4 Advise Engineer of the existence and undertake the abatement and disposal of all hazardous materials, including, but not limited to, asbestos, polychlorinated biphenyls (PCBs) and radioactive material and other toxic substances, encountered by Engineer in the performance of the Services; and

5.5 Appoint an individual who shall be authorized to act on behalf of Owner, with whom Engineer may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Owner as to all matters pertaining to this Agreement and the performance of the parties hereunder.

ARTICLE 6 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ***NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.***

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article. Indemnities against, releases from, and limitations on liability expressed in this Agreement shall apply even in the event of the breach of contract or warranty, tort (including negligence), strict liability or other basis of legal liability of the party indemnified or released, or of the party whose liability is limited. Such indemnities, releases, and limitations shall extend to the partners, licensors, subcontractors, vendors and related entities of such party, and all such parties' directors, officers, shareholders, employees, and agents.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person, damage or destruction to third-party property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, Engineer (including any of its related or affiliated companies) shall not be liable to Owner and Owner expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of the Services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's (including any of its related or affiliated companies) total liability to Owner for all claims, losses, damages, and expenses, whether arising under breach of contract or warranty, tort (including negligence), strict liability or any other basis of legal liability, except for claims arising from Article 7.2, resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Engineer under this Agreement.

7.6 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms and conditions of this Article shall survive.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence and in the aggregate.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 per occurrence and in the aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. If Owner purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for the Project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress), however such loss or damage shall occur, except if such loss or damage is through the fault or negligence of Engineer. Owner shall require its insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry.

Owner shall require all Project contractors under contract with Owner to include Owner and Engineer as additional insureds on their general, automobile, excess, and umbrella liability

insurance policies. Further, Owner shall obtain and maintain for the benefit of Engineer the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet Project schedules, Engineer's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Any files delivered in electronic media may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Project specific engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner when Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 13 – TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed. Upon restart, an equitable adjustment shall be made to Engineer's compensation, to be agreed upon by Engineer and Owner.

ARTICLE 14 - DELAY IN PERFORMANCE

Except for Owner's payment obligation, neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: unusually severe weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Engineer shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur, to be agreed upon by Engineer and Owner.

ARTICLE 15 - PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer

harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

ARTICLE 16 – COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Black & Veatch International Company
Attn.: Mike Osborne, PE
10925 David Taylor Drive, Suite 280
Charlotte, NC 28262

Owner: Town of Harrisburg
Attn.: Mallory Hodgson, PE
5405 Harrisburg Industrial Park Drive
Harrisburg, NC 28075

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 – WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 – INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by both parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 – ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, except that Engineer may do so to any of its related, affiliated, or successor entities upon written notice to Owner of same. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement effective as of the date first written above.

Town of Harrisburg
OWNER

Black & Veatch International Company
ENGINEER

By _____

By _____

Printed Name _____

Printed Name Mike Osborne, PE

Title _____

Title Associate Vice President

Date _____

Date _____

This instrument has been pre-audited in the manner required by the NC Budget and Fiscal Control Act.

ATTACHMENT A SCOPE OF SERVICES

**Owner: Town of Harrisburg
Cabarrus County, North Carolina
Engineer: Black & Veatch International Company**

Project: Water & Wastewater CIP Planning Update

PROJECT DESCRIPTION

The Project consists of performing various water and wastewater system assessments and/or reviews and updating the Town of Harrisburg's (OWNER) water and wastewater Capital Improvement Plans (CIP). Project work performed by Black & Veatch (ENGINEER) will include assessments of the water distribution system under existing and projected future system conditions over a 20-year planning horizon.

The Town of Harrisburg owns and operates their own water distribution and wastewater collection systems located in Cabarrus County, North Carolina. The Town seeks to update the 20-year Capital Improvement Plan (CIP) for each system.

For the water system, system assessments will include hydraulic modeling of the distribution system, groundwater well operations, potential private system acquisitions, water system interconnects, and completed capital improvements projects. The assessments will also include updating the Town's water model to identify areas of need due to increased demand resulting from development throughout the Town and the associated population growth. This will ensure the Town is meeting their obligation to maintain minimum residual pressures while providing fire flow and maximum daily demand flows. The CIP update will revisit the Comprehensive Water and Wastewater Master Plan completed in 2010 and the most recent CIP updates, completed in 2016 and 2019. The drinking water needs of the Town are constantly changing as it sees a significant increase in population and development. The primary emphasis for the water CIP update is to provide a revised schedule of projected capital expenditures, updated construction estimates, and review and confirmation that the CIP is consistent with the needs of the growing community. The CIP will evaluate population projections and associated demands for the updated population projections.

While not part of this Project, it is noted that the Town will be performing a study later in 2023 to develop a roadmap for sourcing a water supply and to develop a feasible capital plan for water treatment operations. The plan will include a pathway for construction of water treatment facilities, operational staffing requirements, and feasibility studies.

For the wastewater system, no detailed system assessments will be performed, however, planning and budgeting for private system acquisitions, decommissioning of pump stations, and incorporating lessons learned from completed capital improvements projects will be completed based on input and direction from OWNER. The update will revisit the Comprehensive Water

and Wastewater Master Plan completed in 2010 and the most recent CIP updates, completed in 2016 and 2019. The primary emphasis for the wastewater CIP update is to provide a revised schedule of projected capital expenditures, and update construction estimates. The current CIP identifies scope, budget and schedule for pump station decommissioning and service area expansion projects. A new objective of this Project is to also provide a schedule and scope for repair and maintenance work along with the CIP update.

SCOPE OF SERVICES

The services to be provided in each phase of this project will be as follows:

- Phase 1000: Project Management and Administration
- Phase 2000: Project Initiation
- Phase 3000: Water Demand Evaluation
- Phase 4000: Water Distribution System Assessment
- Phase 5000: Wastewater Collection System Review
- Phase 6000: Capital Improvement Plan (CIP) Development

Phase 1000 Project Management & Administration

Deliverables:

- Project Schedule
 - Monthly Project Progress Reports
 - Monthly Project Status Meeting Notes
-
1. Provide project management and administration for a 17-month period from project initiation through final documentation of system planning:
 - a. Correspond and consult with OWNER,
 - b. Coordinate activities of the project team,
 - c. Develop and implement specific work plans, procedures and a quality control and quality assurance plan, and
 - d. Provide overall project direction to meet OWNER's objectives.
 2. Maintain a project filing system to document and retain project files.
 3. Prepare monthly invoices and status reports to document project progress.
 4. Arrange for and participate in 17 monthly project status meetings (virtual) with OWNER to review progress, budget, schedule and deviations from this scope of services and exchange ideas and information.
 5. Prepare and distribute the notes for project meetings. Notes for the project meetings will include a record of decisions made.

Phase 2000 Project Initiation

The initiation phase of the project will focus on review and confirmation of the project objectives and scope of work during a Project Initiation Meeting and collecting and review of needed system data.

Deliverables:

- Data request list
- Project schedule
- Meeting/Action Item List

Task 210 – Data Request/Collection

As part of this task, the ENGINEER will prepare and submit a detailed and prioritized Data Request List to OWNER. This list will include items needed to execute the project tasks. A copy of the preliminary Data Request List will be submitted prior to the Project Initiation Workshop so the OWNER can review and initiate data collection efforts. The data will be reviewed during the Project Initiation Workshop. Receipt of data will be tracked by the ENGINEER.

Task 220 – Project Initiation Meeting

ENGINEER will schedule and facilitate a Project Initiation Meeting. The meeting will be held at the OWNER's office. The objectives of the meeting include:

- Identify and meet key team members from the OWNER and ENGINEER. (Any members of the ENGINEER's team that are not local will participate virtually.)
- Establish project roles and communication channels.
- Review and discuss the project objectives and scope.
- Review planned activities.
- Review data provided by the OWNER to date and discuss additional requirements.
- Discuss Phase 3000: Water Demand Evaluation.
- Discuss Task 440: Performance Criteria / Level of Service Goals.

ENGINEER will produce a decisions and action items summary from the meeting.

Phase 3000 Water Demand Evaluation

This phase includes development of water demand projections for the Town's existing service area.

Deliverables:

- Water Demand Evaluation Technical Memorandum
- Workshop/Meeting Notes and PowerPoint Presentation

Task 310 – WSACC Water Demand Forecast Review

ENGINEER will review forecasts prepared in conjunction with WSACC's System Master Plan project for the Town's 20-year planning horizon. The parcel-level base-year and future year

(2030 and 2040) demands calculated during WSACC's project will be used for the OWNER'S project.

Task 320 – Water Demand Evaluation

Review and Summarize Historical Water Demand Data. ENGINEER will review available historical (up to 10 years) water purchase records and system operating logs to determine the historical average day demand (ADD) to maximum day demand (MDD) ratio and establish an appropriate ratio to use for the future year demands.

Establish Existing and Future Demands. Water demands for the base-year will be established using metered consumption data and water purchase records provided by the OWNER. It is assumed the customer account records will also include x, y coordinates for the customer meter and/or a service address that can be used to "geocode" customer locations to an accurate x, y coordinate. ENGINEER will also work with OWNER to identify potential private system acquisitions that are not included in the WSACC water demand projections along with ADD associated with those private systems. ENGINEER will then establish a spatial representation of base-year ADD and MDD using the ratio determined above. Projected future demands will then be spatially added to establish future year 2030 and 2040 ADD and MDD.

Task 330 – Demand Evaluation Workshop

A workshop will be conducted with the OWNER to review the water demand analyses and associated assumptions and refine the preliminary projections if needed to ensure that OWNER is comfortable that they are appropriate for system planning purposes. ENGINEER will also discuss items to be included in the technical memorandum that is prepared to document the work completed for this Phase. Projection PowerPoint slides will be delivered to the OWNER after the workshop. Any changes to the projections will be documented in the technical memorandum.

Task 340 – Demand Evaluation Technical Memorandum

ENGINEER will prepare and submit to the OWNER a draft technical memorandum (TM) in PDF format for review and comment. The draft TM will include a summary of the established projections, a summary of the historical water demands, list of assumptions, and the water demands for the base year and planning years broken down by pressure zone. The draft TM will be submitted electronically after the Workshop for the OWNER's review and comments. The finalized TM in PDF format will be submitted to OWNER.

Phase 4000 Water Distribution System Assessment

Following completion of the Water Demand Evaluation, the ENGINEER will proceed with assessing the OWNER's water distribution system. The primary objective of this assessment will be to help ensure that the OWNER can deliver its water supply to its system customers at adequate flows and pressures throughout the planning horizon.

Deliverables:

- System Assessment Technical Memorandum
- Updated Hydraulic Model

Task 410 – Establish Existing Water Supplies

While not part of this Project, it is noted that the Town will be performing a study later in 2023 to develop a roadmap for sourcing a water supply and to develop a feasible capital plan for water treatment operations. The plan will include a pathway for construction of water treatment facilities, operational staffing requirements, and feasibility studies.

For the purposes of this Project, ENGINEER will review existing groundwater well capacity and production records and wholesale water supply production records and contracts with the City of Concord and Charlotte Water. This information will be tabulated to establish the existing water supply capacity for each source of supply and systemwide. It is anticipated that meetings and/or phone calls with the wholesale suppliers may be needed to confirm existing and future supply capacities (flow and HGL) from each system supply interconnection.

The results of this task will establish appropriate assumptions for how each source of supply is represented in the water model.

Task 420 – Model Update and Verification

Based on the ENGINEER's preliminary review of the OWNER's existing hydraulic model and the associated model documentation provided, it is understood that the model has undergone previous efforts to calibrate the model. Therefore, the primary objectives of this task are to update specific aspects of the model and to verify that the model simulates actual system conditions with sufficient accuracy for this project. Hydraulic modeling will be performed using Bentley's WaterGEMS software.

Hydraulic Model Update

ENGINEER will initiate an update of the OWNER's existing hydraulic model by reviewing the current model for the following: completeness, pump station configurations, pump curves, water sources (wells and system interconnections), storage tank set up, control valves and pipeline parameters and connectivity. Any questions resulting from the detailed model review will be summarized and discussed with the OWNER for input and clarification.

After review, the ENGINEER will update the model pipeline and facility data to reflect recent significant system changes or significant system changes that have been implemented since previous system modeling efforts. The updated model will reflect existing system infrastructure based on the most recent GIS pipeline asset inventory and facility information provided by the OWNER. SCADA records and/or operational data provided by the OWNER will be used to update the operational controls in the model.

Based on our preliminary review of the hydraulic model, it was noted that the system interconnection sources of supply with the City of Concord and Charlotte Water are modeled as "fixed grade nodes." While this modeling simplification may be appropriate for some system interconnections, it is anticipated that hydraulic capacity information for the supplying system will be needed for the primary supply interconnections to help ensure those interconnections are properly modeled. Therefore, the ENGINEER will also update and refine representation of the primary system interconnections based on the results of Task 410 and the results of certain hydrant flow test described below.

Water demands will also be updated in the model using the base-year demands generated during the Task 320 Water Demand Evaluation. Projected water demands for the planning years (2030 and 2040) will also be added to the model for use during planning year simulations.

SCADA records that include continuous (hourly) flow data at the primary supply interconnections (with Charlotte Water) and groundwater wells provided by the OWNER will be used to establish diurnal demand patterns for the distribution system. If continuous (hourly) flow records are also available at flow transfer locations between system pressure zones, unique diurnal demand patterns for each zone will be established. If the OWNER provides at least two (2) weeks of continuous (hourly) demand data from their AMI meters for any or all of the 10 largest (by usage) customers, the ENGINEER will review this data. If the results are usable, unique diurnal patterns will be calculated for each customer. Based on this information, the ENGINEER will assign new diurnal patterns to model nodes.

Hydraulic Model Verification

The updated hydraulic model will be verified to help ensure that the updated model is accurate for the purposes of this project. Verification is the process of comparing the model results to actual system data and adjusting key model input parameters, if needed, to confirm that the model is accurately simulating the existing system. Verification will be performed by comparing model simulation results to recorded values from SCADA records for a recent high system demand day. A model verification plan will be developed after the OWNER provides complete SCADA data information and the ENGINEER has an opportunity to review that data. It is anticipated that the SCADA data will include the following:

- Well pump station flows, pressures, and on/off status
- Levels at storage tanks
- Pressures at supply interconnections
- Continuous (hourly) flows at primary supply interconnections with Charlotte Water and from the Town's groundwater wells (ENGINEER understand such records are not available from the supply interconnections with the City of Concord)

It is initially assumed that the model verification plan for this project will be limited to a 24-hour EPS "Macro" Calibration. It is also assumed that Hydrant Flow Testing "Micro" Calibration will not be necessary since this type of calibration was performed when the OWNER's model was last updated. Once the plan is finalized, model verification will be performed by comparing model results to system measured data provided by the OWNER. ENGINEER will adjust key model input parameters as needed to improve how well the model simulation results match the measured system data.

24-hour EPS Calibration (Macro-Calibration)

The ENGINEER will conduct a continuous simulation for a 24-hour calibration period to verify that the model responds well to a variety of hourly demand conditions during a recent high demand day that is selected from the SCADA data provided by the OWNER. Comparisons of the model results to the SCADA and other operational data provided by the OWNER will be completed. This includes verification that the model simulates flows, tank levels, and pressures and pump operation reasonably well at each of the locations where this data is available from the OWNER's SCADA system.

For both the Macro-Calibration, any significant deviations in the model results that cannot be corrected by reasonable adjustments of model input parameters will include appropriate explanations and, if needed, recommendations to improve the model results during future model calibration activities.

ENGINEER will document the model update and verification activities and results as part of the Task 450 System Assessment Technical Memorandum.

Task 430 – Water Distribution System Analyses and Improvements

Performance Criteria/Level of Service Goals. ENGINEER will document performance criteria and level of service goals for the water distribution system based on discussion during the Task 220 Project Initiation Workshop. Criteria will include requirements to meet regulatory guidelines established by the NCDEQ as well as other desired level of service (LOS) goals typically utilized for water system master planning. It is anticipated that this criterion will encompass, but not be limited to, system pressures (minimum and maximum), pipe velocities and headlosses, fire flow requirements, storage facility volumes, pumping capacities, and source of supply capacity.

Base-Year Analysis. ENGINEER will begin evaluations of the system by reviewing the existing system performance to identify areas in the system that currently do not meet performance criteria and are in need of improvement. A base-year model scenario will be developed in the updated and verified hydraulic model and it will be used to perform EPS analyses for average day and maximum day system demand conditions. Steady-state analyses of maximum day with fire flow system demand conditions will also be performed. In addition to the hydraulic modeling analyses, “desktop” source of supply capacity, pumping capacity, and storage capacity analyses will be performed. Potential system deficiencies and improvement alternatives will be identified. ENGINEER will work with the OWNER to establish preliminary locations for proposed new facilities and/or pipelines for the purposes of this system planning study. It is assumed detailed facility siting and/or pipeline routing studies will be performed during the design of those facilities and/or pipelines.

Future Years Analysis. After base-year improvements have been identified, the ENGINEER will develop future year model scenarios for projected 2030 and 2040 system demand conditions and perform maximum day EPS hydraulic analyses for each future year. For any potential private system acquisitions that were identified during Task 320, ENGINEER will add basic representations of those systems to the future year model scenarios. System evaluations will include the peak hour and minimum hour on the Maximum Day to evaluate both peak demand and storage refill system conditions. Steady-state analyses of maximum day with fire flow system demand conditions will also be performed for the 2040 planning year. The model scenarios and “desktop” source of supply capacity, pumping capacity, and storage capacity analyses will be used to assess the adequacy of the water system for each planning year to identify any storage, pumping and/or pipeline improvements that are needed to deliver supply to system customers at adequate flow and pressures per the system performance criteria and LOS goals. The future year analyses will include evaluation of system improvement projects previously recommended in the Comprehensive Water and Wastewater Master Plan completed in 2010 and the most recent CIP updates, completed in 2016 and 2019 to either validate or modify those projects and to determine if any additional projects are recommended.

Future Water Supply and Pressure Zone Boundary Evaluation. In conjunction with base-year and future years system analyses and Task 410, the ENGINEER will work with the OWNER to establish appropriate assumptions as to where water supply will come from during each future planning year. This will dictate how the system is modeled for each planning year. ENGINEER will also review the existing pressure zone boundaries and the system elevations served by each pressure zone to determine if any pressure zone boundary modifications are recommended.

Task 440 Water Distribution System Improvements Informal Work Session

An informal work session will be conducted with the OWNER's Staff to review the results of the Phase 4000 system assessments at the OWNER's office. This session will also discuss system improvements that should be included in the updated CIP as part of Phase 6000. The ENGINEER's system assessment team will participate virtually as needed. ENGINEER will produce a decisions and action items summary from the meeting.

Task 450 Water Distribution System Assessment Technical Memorandum

ENGINEER will prepare and electronically submit to the OWNER a draft Water Distribution System Assessment Technical Memorandum in PDF for review and comment. The TM will include a summary of the Phase 4000 Water Distribution System Assessment. The finalized TM will be submitted to OWNER in PDF format.

Phase 5000 Wastewater Collection System Review

The ENGINEER will review the OWNER's wastewater collection system. The primary objective of this review will be to identify potential new CIP projects based on input and direction from OWNER.

Deliverables:

- System Review Technical Memorandum

Task 510 Wastewater Collection System Informal Work Session

An informal work session will be conducted with the OWNER's Staff to discuss previous system plans, CIP projects, and potential future projects including private system acquisitions, decommissioning of pump stations at the OWNER's office. This session will also discuss:

- OWNER's "lessons learned" from past completed CIP projects
- Repair and maintenance needs of the pump stations

The outcome of this work session will be a list of system improvements that should be included in the updated CIP as part of Phase 6000. The ENGINEER's system review team will participate virtually as needed. ENGINEER will produce a decisions and action items summary from the meeting.

Task 520 Wastewater Collection System Review Technical Memorandum

ENGINEER will prepare and electronically submit to the OWNER a draft Wastewater Collection System Review Technical Memorandum in PDF format for review and comment. The TM will include a summary of the Phase 5000 Wastewater Collection System Review. The finalized TM will be submitted to OWNER in PDF format.

Phase 6000 Capital Improvement Plan (CIP) Development

The primary emphasis for the water and wastewater CIP updates is to identify any new facility needs, provide a revised schedule of projected capital expenditures, update construction estimates, and review and confirm that the CIP is consistent with the needs of the OWNER's growing community. The CIP will also include budgeting for private system acquisitions identified by OWNER, as well as pump station decommissioning and service area expansion projects. A new objective of this Project is to also provide a schedule and scope for repair and maintenance work at wastewater system pump stations.

During this phase, the water and wastewater system improvement needs identified during the System Assessment and Review phases will be presented in a capital projects list. Planning-level estimates of probable project (engineering and construction) cost will be prepared for each project. Projects will be prioritized by planning year (before 2030, between 2030 and 2040, after 2040).

Deliverables:

- Prioritized Capital Projects List
- Opinions of Probable Cost

Task 610 Project Triggers

ENGINEER will define "triggers" (i.e. demand levels, flows, pressures, or regulatory requirements, etc.) for each project where possible to help define the actual system conditions or other factors that dictate the timing for when each project should be implemented.

Task 620 Project Phasing Plan

ENGINEER will develop a prioritized list of capital projects. The list will be generated from the System Assessment and Review Technical Memoranda and listed in order of priority based on the established system performance criteria, level of service goals, and project triggers.

Task 630 Cost Estimates

ENGINEER will prepare itemized planning-level opinions of probable project (engineering and construction) cost for each project in Task 620 that show the various components of the estimate and related assumptions and will be based on recent construction cost information for similar projects in the Carolinas. An itemized cost estimate will be prepared for each project.

Task 640 Project Validation and Prioritization Workshop

A workshop will be conducted with the OWNER's staff to review the capital projects list and cost estimates. The justification for each project will be reviewed and discussed, as well as the priority for each project as compared to the established system performance criteria and level of

service goals. The scheduling of projects will be refined based on input from the OWNER to help level CIP cash flow requirements and work within OWNER's budget limitations where possible.

Task 650 CIP Technical Memorandum

ENGINEER will prepare and electronically submit to the OWNER a draft CIP Technical Memorandum in PDF format for review and comment. The TM will include a summary of the Phase 6000 CIP Development. The finalized TM will be submitted to OWNER in PDF format.

Unspecified Additional Services. Any work requested by OWNER that is not included in one of the items specific to this Agreement shall be considered Additional Services or Supplemental Services.

Supplemental services shall include, but are not limited to:

1. Additional meetings with the OWNER.
2. Meetings with local, state, or federal agencies and/or supply utilities.
3. Presentations to the OWNER's Board of Directors.
4. Revisions to water demand projections after acceptance in Phase 3000.
5. Development of wastewater flow projections
6. Field testing of systems (temporary flow and/or pressure monitoring, hydrant flow testing, pipeline C-factor testing, pump performance testing, and/or water quality testing, etc.) to supplement available SCADA data and support model calibration/verification.
7. Capacity assessments of the wastewater system.
8. System operational and optimization modeling and analysis.
9. Water age and/or quality modeling and analysis of system water quality information.
10. Hydraulic model training services.
11. Public relations assistance.
12. Facility and pipeline condition, criticality, and risk assessments.
13. GIS-based Interactive Capital Improvement Planning (iCIP) tool.
14. Asset management services.
15. Hardcopy (i.e. paper) technical memorandums and deliverables

ATTACHMENT B

Fee

Work will be billed on a lump sum basis for each phase as shown below.

Phase 1000 Project Management & Administration	\$29,500
Phase 2000 Project Initiation	\$7,500
Phase 3000 Water Demand and Wastewater Flow Evaluations	\$33,800
Phase 4000 Water Distribution System Assessment	\$105,300
Phase 5000 Wastewater Collection System Assessment	\$14,200
Phase 6000 CIP Development	\$59,700

Total Compensation for all Phases: \$250,000

ATTACHMENT C

Schedule

The anticipated project schedule is summarized below. A detailed schedule will be provided following the project kick-off and updated periodically as the work progresses.

- Phase 1000 – Project Management and Administration – complete within 17 months of Notice to Proceed (NTP).
- Phase 2000 – Project Initiation – complete within 1 month of NTP.
- Phase 3000 – Water Demand and Wastewater Flow Evaluations – complete within 3 months of NTP.
- Phase 4000 – Water Distribution System Assessment – complete within 10 months of NTP.
- Phase 5000 – Wastewater Collection System Review – complete within 10 months of NTP.
- Phase 6000 – CIP Development – complete within 17 months of NTP.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Surplus and Donation of Harrisburg Park Land to the Rowan-Cabarrus YMCA and Release of Property from the Deed of Trust

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

Motion to surplus and donate 9.944 acres of Harrisburg Park to the Rowan-Cabarrus YMCA and authorize the request to the Bank to release the property from the Deed of Trust.

Description/Background:

The Town entered into an installment financing contract on September 24, 2019 with Sterling National Bank, now Webster Bank, in order to finance the redevelopment of Harrisburg Park. In order to secure its obligations under the Contract, the Town executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated September 1, 2019 related to the Town's fee simple interest in Harrisburg Park and the improvements. The Town wishes to donate 9.944 acres of land to the Rowan-Cabarrus YMCA and request that Webster Bank release the land from the Deed of Trust. The resolution and agreement(s) attached herein have each been reviewed and approved by the Town's attorney, bond counsel, financial advisor, and Webster Bank.

Recommendation:

Staff recommends approval of the attached Resolution and approval to the Finance Director to request the release of land from the Bank.

Fiscal Impact:

The fiscal impact to the Town is a contribution of land valued at \$736,000 to the Rowan-Cabarrus YMCA, as per the Operating Agreement approved by Council in June 2023.

Attachments:

1. Resolution of Harrisburg Town Council related to donation and release of park property - rev. to v2 (003)
2. Letter requesting release of property - Harrisburg_Webster Bank
3. YMCA Land Map

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA DONATING PROPERTY TO ROWAN-CABARRUS YMCA AND APPROVING THE REQUEST TO RELEASE THE PROPERTY RELATED TO AN INSTALLMENT FINANCING

WHEREAS, the Town of Harrisburg, North Carolina (the "*Town*") has previously executed and delivered an Installment Financing Contract dated as of September 24, 2019 (the "*Contract*") with Sterling National Bank, the successor to which is Webster Bank (the "*Bank*"), in order to finance, among other things, the redevelopment and expansion of Harrisburg Park (the "*Park Project*");

WHEREAS, to secure its obligations under the Contract, the Town executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of September 1, 2019 (the "*Deed of Trust*") related to the Town's fee simple interest in Harrisburg Park and the improvements thereon (the "*Mortgaged Property*");

WHEREAS, the Town has determined to donate approximately 9.944 acres of Harrisburg Park included as part of the Mortgaged Property to the Rowan-Cabarrus YMCA for the purpose of building a full-service YMCA facility (the "*Released Property*");

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA, AS FOLLOWS:

Section 1. Request for Release of Premises. That the Town Council hereby authorizes and approves the request that the Bank release the Released Property from the Deed of Trust.

Section 2. Donation of the Released Property. That the Town Council hereby authorizes and approves the donation of the Released Property to the Rowan-Cabarrus YMCA.

Section 3. Authorization of Town Officials. That the officers and staff of the Town may take such actions on behalf of the Town necessary to effectuate the release of Released property from the Deed of Trust and the donation of the Released Property to the Rowan-Cabarrus YMCA as described in this Resolution, and all actions of such officials and staff on behalf of the Town with respect thereto, whether previously or hereinafter taken, are hereby approved, ratified and authorized.

Section 4. Effective Date. That this Resolution shall become effective on the date of its adoption.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

STATE OF NORTH CAROLINA)
) SS:
TOWN OF HARRISBURG)

I, Janet Rackley, Town Clerk of the Town of Harrisburg, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA DONATING PROPERTY TO ROWAN-CABARRUS YMCA AND APPROVING THE REQUEST TO RELEASE THE PROPERTY RELATED TO AN INSTALLMENT FINANCING**” adopted by the Town Council of the Town of Harrisburg, North Carolina, at a meeting held on the 10th day of July, 2023.

WITNESS my hand and the corporate seal of the Town of Harrisburg, North Carolina, this the _____ day of _____, 2023.

[Seal]

Town Clerk
Town of Harrisburg, North Carolina

July 11, 2023

Mark A. Cargo, Managing Director
Public Sector Finance
Webster Bank
Concord, NC 28027
mcargo@websterbank.com

Dear Mark:

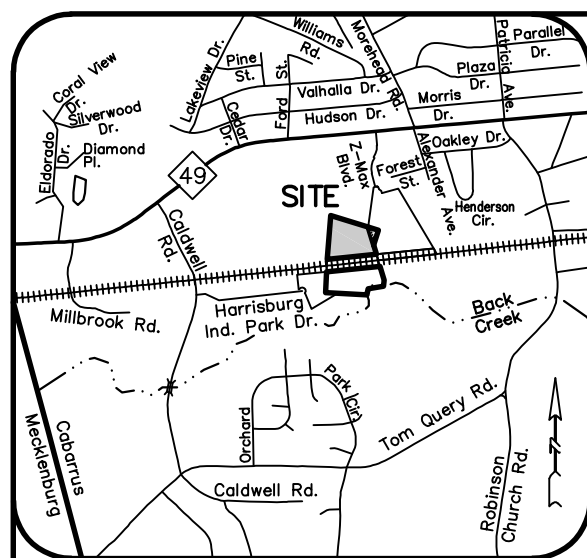
The Town of Harrisburg, North Carolina (the "*Town*") has previously executed and delivered an Installment Financing Contract dated as of September 24, 2019 (the "*Contract*") with Sterling National Bank, the successor to which is Webster Bank (the "*Bank*"), in order to finance, among other things, the redevelopment and expansion of Harrisburg Park (the "*Park Project*"). To secure its obligations under the Contract, the Town executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of September 1, 2019 (the "*Deed of Trust*") related to the Town's fee simple interest in Harrisburg Park and the improvements thereon (the "*Mortgaged Property*"). The Town has determined to donate approximately 9.944 acres of Harrisburg Park included as part of the Mortgaged Property to the Rowan-Cabarrus YMCA for the purpose of building a full-service YMCA facility (the "*Released Property*").

As contemplated in the Contract, the Town hereby requests that the Bank release from the Deed of Trust the Released Property to be more fully described in a Partial Release, a form of which has been reviewed by the Bank, and in conjunction with such release, the Town certifies to the Bank that the Released Property is not needed for the operation and use of Park Project and that the release of the Released Property will not impair the value of the Park Project or the Mortgaged Property, except for the value of the Released Property being donated to the Rowan-Cabarrus YMCA.

Please let me know if you have any questions or need any additional information. We request that you execute the Partial Release and we will consider that to be the Bank's consent to the release of the Released Property as contemplated in the Contract and the Deed of Trust.

Town of Harrisburg, North Carolina

By: _____
Brian Lee, Finance Director



VICINITY MAP
NOT TO SCALE

LOT #3
SPEEDWAY GLOBE LLC
P.I.N. 5507-34-7832
DB. 16391, PG. 75
MB. 37, PG. 109

CONCRETE MONUMENT
N: 574,340.31'
E: 1,503,999.30'
N.C. GRID ~ NAD 83(2011)

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HARRISBURG AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM SETBACK LINES.

DATE _____ OWNER _____

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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

REVIEW OFFICER _____ DATE _____

CERTIFICATE OF FINAL PLAT APPROVAL

BY AUTHORITY OF THE TOWN OF HARRISBURG SUBDIVISION REGULATIONS,
THIS FINAL PLAT FOR THE SUBDIVISION OF HARRISBURG PARK IS
HEREBY APPROVED.

PLANNING DIRECTOR _____ DATE _____

PUBLIC WORKS DIRECTOR _____ DATE _____

BASIS OF BEARING
N.C. GRID ~ NAD 83(2011)
EPOCH 2010.00

LEGEND

- EIP (AS DESCRIBED)
- SIP (#5 REBAR W/CAP)
- ⊗ NPS (NO POINT SET)
- BOUNDARY LINE (AS SURVEYED)
- BOUNDARY LINE (BY DEED OR PLAT)
- - - RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- - - TIE LINE
- - - SS - - - SS SANITARY SEWER LINE
- - - DRAIN/DITCH LINE
- - - STORM SEWER PIPE
- - - X - - - X - - - X - - - X - - - X - - - X - - - FENCE LINE

NOTES:

1. TRAVERSE ADJUSTED BY LEAST SQUARES ADJUSTMENT METHOD; AVERAGE RAW ERROR OF CLOSURE 1:13,000+.
2. AREA COMPUTED BY COORDINATE COMPUTATIONS.
3. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. SUBJECT PROPERTIES LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER F.I.R.M. PANEL 3710550700K, EFFECTIVE DATE NOVEMBER 16, 2018.
5. BASIS OF NC GRID ~ NAD 83(2011) & NAVD 1988 ELEVATIONS WERE DERIVED FROM NCGS NETWORK RTK ON SEPTEMBER 4, 2015 AND MAY 6, 2016. THIS WAS A CLASS A SURVEY (POSITIONAL TOLERANCE < 0.10'), USING GEOID MODEL GEOID12B AND UNITS OF MEASUREMENT IS U.S. SURVEY FEET.
6. PROJECT POINT OF LOCALIZATION IS TRAVERSE NAIL #102 HAVING THE FOLLOWING COORDINATES: N= 573,187.33'; E= 1,503,152.24'; ELEV.= 612.12'; C.G.F.= 0.99984871.
7. NO UNDERGROUND UTILITIES WERE MARKED OR LOCATED FOR THIS SURVEY. THERE MAY BE UNDERGROUND UTILITIES. BEFORE DOING ANY DIGGING, CALL N.C. ONE-CALL; (800-632-4949).
8. THIS MAP WAS PREPARED IN ACCORDANCE WITH TO G.S. 47-30 AS AMENDED.
9. THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

THE SOLE PURPOSE OF THIS PLAT IS TO COMBINE A PORTION OF P.I.N. 5507-44-3477 WITH A PORTION OF P.I.N. 5507-34-6087 AND TO CREATE A NEW PARCEL. THE PORTION OF P.I.N. 5507-34-6087 THAT FALLS ON THE SOUTH SIDE OF THE RAILROAD PROPERTY SHOULD BE DESIGNATED AS IT'S OWN TRACT AND CONTINUE AS P.I.N. 5507-34-6087.

BOUNDARY & RECOMBINATION SURVEY OF:

TOWN OF HARRISBURG PROPERTY, A PORTION OF
P.I.N. 5507-34-6087 & A PORTION OF 5507-44-3477
NO. 1 TOWNSHIP, TOWN OF HARRISBURG, CABARRUS CO., NC

FOR CLIENT:

ROWAN-CABARRUS YMCA
215 GUFFY STREET
SALISBURY, NC 28147

DATE: 5-08-2023
REVISED: 5-17-2023
SCALE: 1" = 100'
JOB NO.: 230305.000

COMPUTED BY: RCW
DRAWN BY: RCW
CHECKED BY: MLS

SCALE IN FEET
0 100 200 300



CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0263
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025
ACAD FILE: 230305.DWG
© CESI 2023

PLAT CERTIFICATION

I, MARION L. SANDLIN JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN DEED BOOKS AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM DEEDS OR MAPS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:13,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; AND THAT

☒ A. THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 17th DAY OF MAY, A.D., 2023.

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES OR SALES.

PROFESSIONAL LAND SURVEYOR

LICENSE NO. L-2941

TRACT 1
PVB REAL ESTATE, LLC
P.I.N. 5507-23-4930
DB. 13346, PG. 320
DB. 12121, PG. 8
MB. 60, PG. 28

TOWN OF HARRISBURG
P.I.N. 5507-34-6087
DB. 11995, PG. 139 [TRACT 2]
9.404 ACRES

9.944 TOTAL ACRES
AFTER RECOMBINATION

0.540 ACRES OF P.I.N.
5507-44-3477 TO BE
COMBINED WITH P.I.N.
5507-34-6087

[NOW OR FORMERLY]
SOUTHERN RAILROAD
200' RAILROAD RIGHT-OF-WAY

TOWN OF HARRISBURG
P.I.N. 5507-34-6087
DB. 11995, PG. 139 [TRACT 2]

LOTS 6 & 7
TOWN OF HARRISBURG
P.I.N. 5507-33-1315
DB. 11486, PG. 121
MB. 27, PG. 40-41

PROJECT POINT OF LOCALIZATION
TRAVERSE NAIL #102 COORDINATE:
N= 573,187.33'; E= 1,503,152.24';
ELEV.= 612.12'; C.G.F.= 0.99984871

LOT #8
TOWN OF HARRISBURG
P.I.N. 5507-33-4060
DB. 16247, PG. 324
MB. 27, PG. 41