



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

**August 14, 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. HACH Committee Review of the Discover the Burg Event

- 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 July 10, 2023, Town Council Minutes

- B. Consider a Call for a Public Hearing to Consider Extension of Harrisburg-Midland Annexation Agreement for September 11, 2023

- C. Consideration of Training Manikin Capital Authorization and related FY2024 Budget Ordinance Amendments

- D. Consideration of Contract for Headlining Band for the Town of Harrisburg 50th Anniversary - Scotty McCreery

- E. Consideration of Contract for the World's Biggest Bounce House for the Town of Harrisburg's 50th Anniversary Celebration.
- F. Consideration of Contract for the Purchase of a Schwarze A4 Street Sweeper
- G. Consideration of the FY2024 Powell Bill Street Resurfacing Contract
- H. Consideration of Approval of the FY2022-24 Waterline Upgrades Project Construction Contract
- I. Consideration of the NCDEQ ARP Water Asset Inventory Assessment Grant Resolution
- J. Consideration of the NCDEQ ARP Wastewater Asset Inventory Assessment Grant Resolution
- K. Consideration of the Wellington Ln Culvert Replacement Construction Contract and related FY2024 Budget Ordinance Amendments
- L. Consideration of contract for I.T. Systems Server Backup & Disaster Recovery Project
- M. Consideration of Contract with Motorola Solutions for the purchase of Fire Portable Radios authorized in the FY2024 CIP.

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

5. OLD BUSINESS

- A. H-2022-16-R: Harrisburg Retirement Residence
- B. Consideration of Adoption of New Bylaws for the Harrisburg Youth Council.

6. NEW BUSINESS

- A. Consider appointments to Planning and Zoning Board
- B. Consider appointments to the Board of Adjustment
- C. Discussion on Food Truck Regulations
- D. Consider approval of contract with Thomas P. Miller & Associates to prepare a "Strategic Economic Development Plan (SEDP)" for the Town and the related FY2024 Budget Ordinance Amendments
- E. Consider appointments to the Harrisburg Arts, Culture and Heritage Committee

7. ACTION ITEMS

8. CLOSED SESSION

- A. Closed Session to discuss personnel matters.

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 July 10, 2023, Town Council Minutes

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the July 10, 2023, Town Council Meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. July 10 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, July 10, 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, Ron Smith, Mike Thevenin, Rick Russo, Ian Patrick,

ABSENT: Councilmember Altyn Cotell

**1A.
ZOOM NOTIFICATION**

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

**1B.
AGENDA ADOPTION**

MOTION:

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

**1C.
INVOCATION**

Councilmember Thevenin conducted the invocation.

**1D.
PLEDGE OF ALLEGIANCE**

**1E.
SPECIAL PRESENTATIONS**

1. **Recognition of the Hickory Ridge High School Softball Team.** The Hickory Ridge High School Varsity Softball Team was the 4A State Softball Runner Up this year. The Softball team was recognized in the 2023 Harrisburg July 4th Parade and the Town of Harrisburg would like to congratulate the team on their success this season!
2. **Proclamation Honoring Ish Smith.** This item will be rescheduled as Mr. Smith was unable to attend tonight

**1F.
PUBLIC COMMENT**

- Brett Crosby, 224 Ridge Drive, Harrisburg – thanked everyone for the wonderful July 4th celebration and for helping kick off the YMCA public fundraising campaign for the new YMCA

**2.
CONSENT AGENDA**

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

- D. Consider approval of a Municipal Agreement with NCDOT for Hickory Ridge Sidewalk Extension
- E. Consider approval of a contract for Millbrook Pump Station upgrades and related FY 2024 Budget Ordinance Amendments
- F. Consider approval of the Stallings Sidewalk Extension Phase I construction contract and related Reimbursement Resolution
- G. Consider acceptance of Lucas Court into the Town's street maintenance system

MOTION:

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

3A.

COMMUNICATIONS

Town Manager Report

- Recognized staff for the great job during the July 4th celebration this year. We had over 40,000 people attend the celebration over the two-day festival, and everything went very smoothly. We had about 88 staff members, including many law enforcement and public safety employees and approximately 75 volunteers who all worked together to pull off this event. Thanked Council for their support as well.
- Growth factors – growth factors influence many decisions we make including budget, infrastructure, public safety, etc. With the increase in interest rates, we expected the housing starts to slow down, but that has not happened. In fact, we had more housing starts in the most recent fiscal year than we have at least in the last seven years. There were about 315 starts in the last year and we are projecting about 400 in the upcoming year.

3B.

COMMUNICATIONS

Finance Report

Finance Director Brian Lee presented the Finance report.

3C.

COMMUNICATIONS

Law Enforcement Report:

Lt. Nash presented the Law Enforcement report.

3D.

COMMUNICATIONS

Fire Department Report:

Fire Chief Dunn presented the Fire Department report. Following his report, Chief Dunn addressed the questions about the recent temporary closing of a station due to low staffing. Asked people to come out and speak to him or the Town Manager if they have questions or concerns. Some discussion followed concerning staffing issues, social media misinformation, and firefighter salaries.

3E.

COMMUNICATIONS

MAYOR'S COMMENTS

- Thanked Town staff, sponsors, volunteers and the community for the July 4th festivities hosted last week. Received many messages of thanks and it was very special to see so many enjoying our park, activities and parade. Looking forward to the upcoming Rockin the Burg concerts and the 50th Anniversary celebration on October 14
- Asked the community to please contact council, mayor or Town staff with questions and concerns rather than using social media to stir up community outrage without having all the facts. Latest social media storm was disrespectful to Council as well as Chief Dunn. Some people like to complain, some like to ask questions to understand, and some want to be part of the solution. We should all want to be part of the solution.

3F.
COMMUNICATIONS
COUNCIL COMMENTS
Councilmember Dellinger

- The July 4th celebration was great and thank you to everyone who had a part in putting that on.

Councilmember Smith

- Agree with Councilmember Dellinger. Really appreciate the staff and all who worked the festival.
- Has had only one person actually contact him in the last few weeks to discuss anything, but he is always available to speak with members of the community who have questions or concerns

4A.
PUBLIC HEARING

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

The public hearing was opened.

Speaking: none

The public hearing was then closed.

After some discussion, the following action was taken:

MOTION:

Councilmember Smith made a motion to approve the 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, the related FY2024 Budget Amendments totaling \$100,000, 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. Second was made by Councilmember Russo. **The motion passed 6-0.**

4B.

PUBLIC HEARING

H-2022-16-R: Harrisburg Retirement Residence. 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 included 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.

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.

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.

Presenting on behalf of the applicant:

- Bridget Grant, Consultant, Moore & Van Allen
- Kristi Neznanski, Developer, Hawthorn Devco LLC

- Brian Crutchfield, P.E., PLS, Timmons Group

The public hearing was opened.

Speaking:

- William Leake, 7238 Sandown Court, Harrisburg – concerns about sidewalk buffer
- Dwight Gordon, 4257 Kingsbury Drive – concerns about traffic
- David Henderson, 8415 Wonderwood Lane, Harrisburg – concerns about traffic signal, questions about BMP, DOT required stem to match the required stem for his property
- Mike Wallace, 11460 Peach Orchard Road – traffic concerns
- Laura Carriker, 9058 Hickory Ridge Road, Harrisburg – traffic concerns

The public hearing was then closed.

No action to be taken tonight. Consideration of approval or denial of this request will take place at the August 14, 2023, Town Council meeting.

4C.

PUBLIC HEARING

H-2022-15-R: Divine Residential Development. 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 included 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:

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.

The Planning and Zoning Board recommended Town Council approval of the proposed rezoning at their May 16, 2023, meeting.

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.

Presenting information on behalf of the applicant:

- Dan Robertson, Director of Land Acquisition, Empire Communities
- Sarah Beason, Attorney, Alexander Ricks PLLC
- Frank Cantrell, P.E., P.O.B. engineering
- Randy Goddard, P.E., DRG

The public hearing was opened.

Speaking:

- Steve Rich, 7900 Wilby Hollow Drive, Charlotte – property owner
- David Benson, 10548 Sweethaven, Harrisburg – against
- Mike Wallace, 11460 Peach Orchard Road, Harrisburg – against
- Randy Hord, 11495 Peach Orchard Road – against
- William Leake, 7238 Sandown Court, Harrisburg – against
- Amy Norris, 11275 Peach Orchard Road, Harrisburg – against
- Laura Carriker, 9058 Hickory Ridge Road, Harrisburg - against

The public hearing was then closed.

After some discussion, the following action was taken:

MOTION:

Councilmember Smith made a motion to deny H2022-15 R Divine Residential Development. Second was made by Councilmember Dellinger. **The motion passed 6-0.**

The following Consistency Statement was then proposed:

CONSISTENCY STATEMENT:

Based on the staff report, staff presentation and applicant presentation, the proposed rezoning is not consistent with the provisions of the Harrisburg Area Land Use Plan, at least in some measure, and therefore is not reasonable and in the public interest.

MOTION:

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

6A.

NEW BUSINESS

Consideration of Approval of the Shelby Woods Fee in Lieu Development and Construction Contract and related FY2024 Budget Ordinance Amendment. 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 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.

After some discussion, the following action was taken:

MOTION:

Councilmember Russo made a motion to execute the proposed contract with Brookwood Home Building and Remodeling LLC and approve the related FY2024 Budget Ordinance Amendment. Second was made by Councilmember Smith. **The motion passed 6-0.**

6B.

NEW BUSINESS

Consideration of Approval of a Contract for the Town's Water Modeling and Water/Sewer CIP Update. 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.

After some discussion, the following action was taken:

MOTION:

Councilmember Dellinger made a motion to award the proposed 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. Second was made by Mayor Pro-Tem Price. **The motion passed 6-0.**

6C.

NEW BUSINESS

Consideration of Surplus and Donation of Harrisburg Park Land to the Rowan-Cabarrus YMCA and Release of Property from the Deed of Trust. 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) provided have each been reviewed and approved by the Town's attorney, bond counsel, financial advisor, and Webster Bank.

After some discussion, the following action was taken:

MOTION:

Councilmember Russo made a 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. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

7.

ACTION ITEMS

- Follow up on McKee Creek Pollution claim
- Get information concerning time frame and process for potential referendum
- Send out preview packets for Town Manager review

8.

ADJOURNMENT:

MOTION:

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

ATTEST:

Jennifer Teague, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider a Call for a Public Hearing to Consider Extension of Harrisburg-Midland Annexation Agreement for September 11, 2023

Presenting Personnel:

Zachary Gordon, Planning Director

Suggested Motion or Action:

Motion to set public hearing for September 11, 2023 to consider extension of the Harrisburg-Midland Annexation Agreement.

Description/Background:

The Town currently has a 20-year "Annexation Agreement" with the Town of Midland with a start date of July 12, 2004 and an expiration date of July 12, 2024. The Town of Midland has requested an extension of that agreement and has suggested a 20-year timeframe for the extension. Staff is recommending a 10 year extension of the agreement in consideration of potential unforeseen changes which may warrant a modification sooner than 20 years. Town Attorney Koch has drafted a 10 year extension of that Agreement, from July 12, 2024 to July 12, 2034. The current and proposed Annexation Agreements between Harrisburg and Midland are attached. Once Council has taken action on an extension, staff will forward the proposed extension Agreement to the Town of Midland for their review and approval. As with Harrisburg, the Town of Midland would need to hold a public hearing to approve the proposed extension.

NOTE: A call for a Public Hearing on July 10th was approved by the Town Council at its June 14th meeting. The Public Hearing was not held due to uncertainty regarding the terms of the Agreement proposed by Midland.

Recommendation:

Staff is recommending that the Town Council call a Public Hearing for September 11, 2023 to consider extension of the Harrisburg-Midland Annexation Agreement.

Fiscal Impact:

None

Attachments:

1. Harrisburg-Midland 2024-2034 Annexation Extension Agreement
2. Harrisburg-Midland 2024-2034 Annexation Extension Agreement Map
3. Harrisburg Midland 2004-2024 Annexation Agreement

**AMENDMENT TO AND EXTENSION OF ANNEXATION
AGREEMENT BETWEEN HARRISBURG AND MIDLAND**

This **AMENDMENT TO AND EXTENSION OF ANNEXATION AGREEMENT BETWEEN HARRISBURG AND MIDLAND** (this “Extension”) is hereby made and entered into as of the date of execution by the latter of the two parties, by and between the **TOWN OF HARRISBURG** (“Harrisburg”) and the **TOWN OF MIDLAND** (“Midland”).

WHEREAS, Harrisburg and Midland previously entered into that certain Annexation Agreement (“Agreement”) having an execution date of July 12, 2004, pertaining to future annexation between the two North Carolina municipal corporations in order to enhance orderly planning by them and the residents and property owners in the areas adjacent to the municipalities.

WHEREAS, Chapter 168A, Article 4A, Part 6 of the North Carolina General Statutes authorizes annexation agreements and extensions of this type.

WHEREAS, Harrisburg and Midland mutually desire to amend and extend the Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, the parties hereby execute this Extension to the Agreement and modify and amend the Agreement upon the following terms and conditions:

1. **Extension of the Agreement.** The parties agree to extend the Agreement from July 12, 2024 to July 12, 2034. The parties also agree to approve this Extension by ordinance after public hearing as required by N. C. Gen. Stat. § 160A-31(c).

2. **Agreement Map.** The parties agree that the map attached to this Extension shall replace the Harrisburg/Midland Agreement Map attached to the Agreement.

3. **General.** Any defined term not otherwise defined or modified herein shall have the meaning provided in the Agreement. Except as amended by this Extension, the Agreement continues in full force and effect, and Harrisburg and Midland hereby ratify and confirm the Agreement, as amended hereby. The parties agree that this Amendment may be executed and delivered by electronic signature and transmission.

IN WITNESS, Harrisburg and Midland have caused this Amendment to be duly executed as of the day, month and year first above written.

(Signatures on the next page)

TOWN OF HARRISBURG

By: _____
Jennifer Teague
Mayor

ATTEST:

Janet Rackley
Town Clerk

TOWN OF MIDLAND

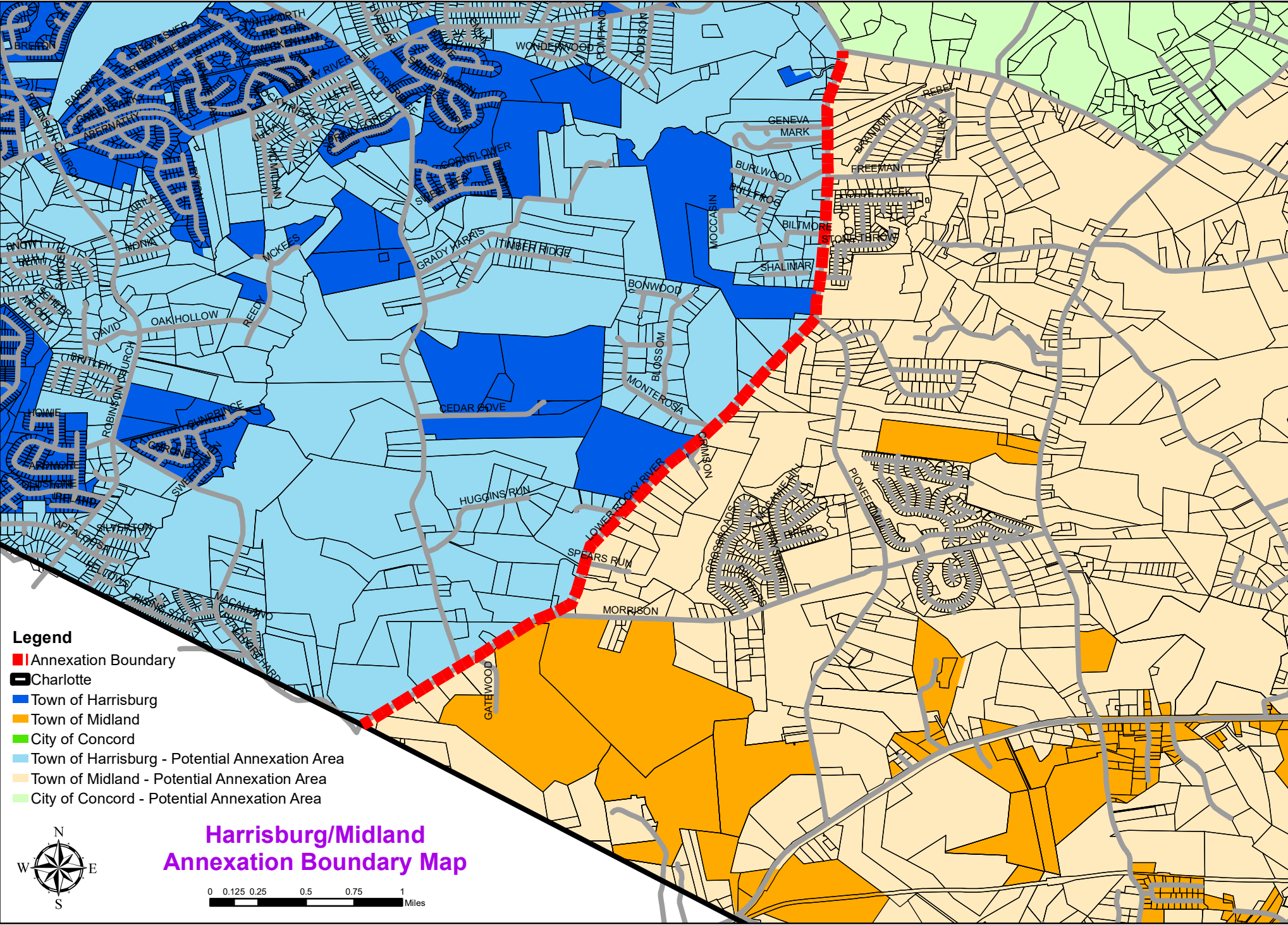
By: _____
John Crump
Mayor

ATTEST:

Town Clerk

(CORPORATE SEAL)

Exhibit A





TOWN OF MIDLAND

**An Ordinance Approving Annexation Agreement
Between the Town of Midland and the Town of Harrisburg**

Ordinance #2004- 29

WHEREAS, all the prerequisites to adoption of this ordinance prescribed in G.S. Chapter 160A, Article 4A, Part 6 have been met; and

WHEREAS, the Town Council of the Town of Midland has taken into consideration the statements presented at the public hearing held on April 13, 2004 concerning the proposed Annexation Agreement; and

WHEREAS, the Town Council has concluded and hereby declares that it is appropriate and desirable for the Town of Midland to enter into the Agreement;

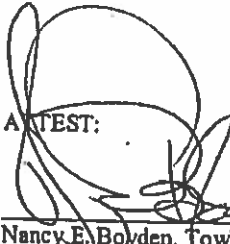
NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Midland, that:

Section 1. The proposed Annexation Agreement between the Town of Midland and the Town of Harrisburg is hereby approved and ratified and the Mayor of Midland is directed to execute the Agreement with the Mayor of Harrisburg as soon as possible, to become effective as provided therein.

Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the executed Agreement shall be spread upon the minutes of this meeting.

Section 3. This approving ordinance is effective upon adoption.

Adopted this 13th day of April, 2004.

ATTEST:

Nancy E. Boyden, Town Clerk


L.W. "Bunk" Whitley, Mayor



**An Ordinance Approving Annexation Agreement
Between the Town of Harrisburg and the Town of Midland**

WHEREAS, all the prerequisites to adoption of this ordinance prescribed in G.S. Chapter 160A, Article 4A, Part 6 have been met; and

WHEREAS, the Town Council of the Town of Harrisburg has taken into consideration the statements presented at the public hearing held on July 12, 2004 concerning the proposed Annexation Agreement; and

WHEREAS, the Town Council has concluded and hereby declares that it is appropriate and desirable for the Town of Harrisburg to enter into the Agreement;

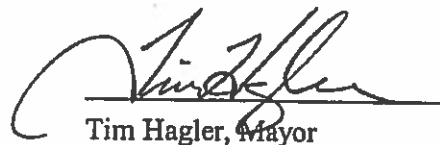
NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Harrisburg, that:

Section 1. The proposed Annexation Agreement between the Town of Harrisburg and the Town of Midland is hereby approved and ratified and the Mayor of Harrisburg is directed to execute the Agreement with the Mayor of Midland as soon as possible, to become effective as provided therein.

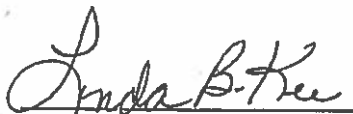
Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the executed Agreement shall be spread upon the minutes of this meeting.

Section 3. The approving ordinance is effective upon adoption.

Adopted this 12th day of July, 2004.


Tim Hagler, Mayor

ATTEST:


Linda B. Kee, Town Clerk

"Working Together For A Successful Future"



Annexation Agreement

WHEREAS, the Town of Harrisburg and the Town of Midland, duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the participating municipalities and also to improve planning by public and private interests in such areas; and

WHEREAS, Chapter 160A, Article 4A, Part 6 of the General Statutes of the State of North Carolina (hereinafter referred to as the "Act") authorizes municipalities to enter into binding agreements concerning future annexation in order to enhance orderly planning by such municipalities as well as residents and property owners in areas adjacent to such municipalities;

NOW, THEREFORE, THE PARTICIPATING MUNICIPALITIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act, codified as North Carolina General Statute, Chapter 160 A, Article 4A, Part 6.
2. The duration of this Agreement shall be for a period of twenty (20) years from the effective date as listed in paragraph 6 herein.
3. Attached hereto as a map labeled "Harrisburg/Midland Agreement Map" (hereinafter referred to as the "Annexation Map"). The property that is subject to this agreement is shown on the Annexation Map.
4. Throughout the duration of this Agreement, the Town of Harrisburg may not adopt an annexation ordinance, either voluntary or involuntary, purporting to annex any of those areas labeled "Future Town of Midland" on the Annexation Map and the Town of Midland may not adopt an annexation ordinance, either voluntary or involuntary, purporting to annex any of those areas labeled "Future Town of Harrisburg" on the Annexation Map. Any such attempt by either of the participating municipalities shall be construed as a violation of this Agreement as prohibited by North Carolina General Statute § 160A-58.25.
5. The effective date of this agreement shall be July 12 2004, or the date of adoption of the approving ordinance by the last participating municipality, whichever is later.
6. Unless first waived as provided in paragraph 7 herein, at least 60 days before the adoption of any annexation ordinance, the participating municipality which is proposing the annexation shall give written notice to the other participating municipality of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately shown the boundaries of the areas to be annexed in relation to the area described in this Agreement,

roads, streams and any other prominent geographical features. Such notice shall not be effective for more than 180 days.

7. Any participating municipality may waive in writing the notice requirements set forth in section 6 hereinabove. Such waiver may only be made by the party's governing body or an authorized representative of the governing body who shall be appointed by the governing body to make decisions regarding the waivers described in this section 7. Any such waivers shall only apply to the annexation described in said waiver and shall not in any way be construed as a waiver against any other future annexations.
8. Upon a showing by a participating municipality desiring to annex property that is not contained in the area on the Annexation Map labeled "Future Town Boundary" for the other participating municipality, a waiver of the requirements of section 6 hereinabove shall be granted to the requesting municipality.
9. This agreement may be terminated unilaterally by a participating municipality or a participating municipality may withdraw from this agreement by repealing the ordinance which approved this Agreement and providing five years' written notice to the other participating municipality. Upon the expiration the five-year period, this Agreement shall terminate.
10. Both parties warrant that there are no annexation petitions now pending with either party concerning property that it subject to this Agreement.
11. This Agreement may be modified or terminated by a subsequent agreement entered into by the participating municipalities. Any subsequent agreement shall be approved by ordinance after public hearings as provided in North Carolina General Statute § 160A-31(c).
12. Both parties acknowledge that there may be circumstances in the future where developments may cross the boundary line between those areas on the map labeled Future Town of Midland and Future Town of Harrisburg (the "Boundary Line") and it may be desirable to amend this agreement to allow one party or the other to annex across the Boundary Line. Upon the request of either party, the parties agree in good faith to consider amending this agreement to permit annexation across the county line, by either party, in mutually agreeable circumstances. Any such mutually agreeable amendment to this agreement shall be considered in accordance with applicable legal requirements and must be approved by elected boards to be effective.
13. Nothing in this Agreement shall be construed to authorize the annexation of any area that is not otherwise subject to annexation under applicable law.

14. Any written notices required by the terms of this Agreement shall be deemed sufficient if delivered by hand or mailed, certified mail, return receipt requested, to the mayor of the municipality to whom such notice is directed. The notice shall be deemed received upon the date of hand delivery or upon receipt of the notice by the addressee.
15. This writing contains the entire agreement between the participating municipalities.

IN WITNESS WHEREOF, the mayors of the participating municipalities execute this Agreement, in duplicate, to become effective as provided in paragraph __, above. This is the 12 day of July, 2004.

TOWN OF MIDLAND

By: L. W. Whitley
L. W. Whitley, Town Mayor

ATTEST:

Nancy E. Boyden
Nancy E. Boyden, Town Clerk

(CORPORATE SEAL)

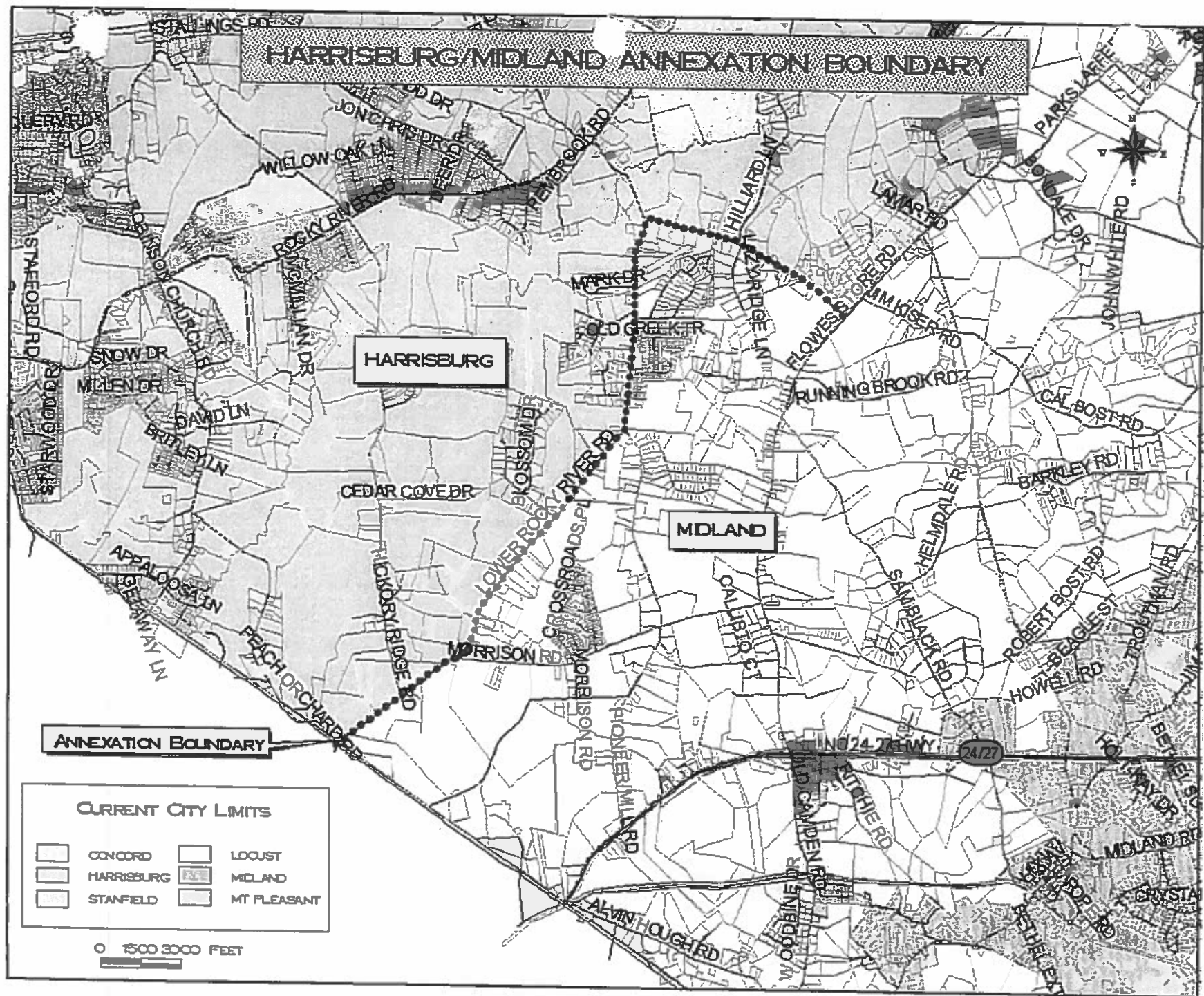
TOWN OF HARRISBURG

By: [Signature]
Town Mayor

ATTEST:

Linda B. Kee
Linda B. Kee
Town Clerk

(CORPORATE SEAL)





TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Training Manikin Capital Authorization and related FY2024 Budget Ordinance Amendments

Presenting Personnel:

Brian Lee, Finance Director, Chris Measimer, Captain

Suggested Motion or Action:

Motion to approve capital purchase and related FY2024 Budget Ordinance Amendments totaling \$15,000

Description/Background:

The Harrisburg law enforcement division seeks to purchase an advanced child manikin for training exercises that include providing urgent life support to children with serious life-threatening injuries from wrecks, gun shots, knife wounds, and other accidents. The advanced manikin is extremely realistic and includes pumping blood for wound-packing, which is not something many officers ever get the chance to train on before experiencing it in the field. The Fire Department will also be able to utilize this manikin for training. The manikin takes approximately two months to manufacture and deliver.

This purchase is outside of the scope of the contract with the Cabarrus County Sheriff's Office and will be owned and used by Town first responder personnel and Harrisburg-assigned deputies.

Recommendation:

Staff recommends approval of the capital authorization for the manikin and the related FY2024 Budget Ordinance Amendments.

Fiscal Impact:

The fiscal impact to the Town is a capital expenditure of approximately \$15,000 for the manikin. If approved, this purchase will be funded by the Capital Reserve Fund - General Fund. The projected beginning balance for the capital reserve fund for FY2024 is approximately \$9M.

Attachments:

1. Amendment - GF - Deputies Advanced Training Manikin 08142023
2. Amendment - CRF-GF - Deputies Advanced Training Manikin 08142023



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 purchase of an advanced training manikin for the Harrisburg Division of the Cabarrus County Sheriff's Office.

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

Increase line item 100-2000-57103	\$ 15,000
Capital Outlay	

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

Increase line item 100-49905	\$ 15,000
Transfers In – CRF-GF	

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 14th day of August, 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 Capital Reserve Fund - General Fund to account for the purchase of an advanced training manikin for the Harrisburg Division of the Cabarrus County Sheriff's Office.
- Section 2.** To amend the Capital Reserve Fund - General Fund, the appropriations are to be changed as follows:
- | | |
|-----------------------------------|-----------|
| Increase line item 200-8500-59100 | \$ 15,000 |
| 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 | \$ 15,000 |
| 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 14th day of August, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract for Headlining Band for the Town of Harrisburg 50th Anniversary - Scotty McCreery

Presenting Personnel:

Jim Spina, Parks and Recreation Director

Suggested Motion or Action:

Motion to approve the Contract for Imagine Music Group to provide entertainment by Scotty McCreery for the Town of Harrisburg's 50th Anniversary Celebration in the amount of \$131,345.

Description/Background:

The Town of Harrisburg Celebrated its 50th Anniversary on March 28, 2023. The Town has been planning an event for October 14, 2023 to commemorate the Town's 50th Anniversary. The October event is the night of the regular Rockin' the Burg concert, but the event will be amped up to include the World's Largest Bounce House, entertainment throughout the day, a beer garden and a performance by Country Music Star and American Idol winner Scotty McCreery. Scotty McCreery is scheduled to take the stage at 7:30pm to perform a 90 minute set followed by a drone show.

Recommendation:

Recommendation to approve the Contract with Imagine Music Group to have Scotty McCreery perform at the Town of Harrisburg's 50th Anniversary Celebration on October 14, 2023 for \$131,345.

Fiscal Impact:

The fiscal impact to the Town is an expenditure of \$131,345, which is budgeted within the Town's 50th Celebration ARPA grant ordinance.

Attachments:

1. IMG-TownofHarrisburgContract-October 14 2023-rev1-s - Updated 8.7.2023

This contract is made and entered into on the _____ day of _____ in the year 2023 by and between the Town of Harrisburg, North Carolina (hereinafter referred to as "Purchaser") and Imagine Music Group (hereinafter referred to as "Contractor").

Purpose

- Purchaser wishes to employ Contractor to serve as their talent buyer and agent for the engagement of SCOTTY MCCREERY (hereinafter referred to as "Artist") for the October 14, 2023 performance at the Harrisburg 50th Anniversary Celebration in Harrisburg, North Carolina.

Scope of Services

- Contractor shall secure Artist to perform on October 14, 2023 at the Harrisburg 50th Anniversary Celebration on behalf Purchaser at the mutually agreed fees, related expenses and terms set forth in Artist engagement contract and Artist rider further set out in Attachment A & B attached hereto and incorporated herein.
- Contractor will facilitate all aspects related to Artist's agreed performance including but not limited to the execution of Artist engagement contract and Artist rider (Attachment A & B), backline buyout, hotel, Agency commission, Artist hospitality, bank wire transfer fee for deposit and bank issued certified check for contract balance. Contractor in coordination with Purchaser will manage day of show activities related to Artist's agreed performance.

Terms

- In employing Contractor to serve as their talent buyer and agent for said engagement, Purchaser authorizes Contractor to facilitate all aspects of said engagement with Artist including but not limited to the execution of Artist engagement contract and Artist rider (Attachment A & B) along with all agreed terms.
- Purchaser shall review and approve Artist engagement contract and Artist rider (Attachment A & B) prior to authorizing Contractor to facilitate on Purchaser's behalf. Purchaser reserves the right to discuss, negotiate and request any necessary changes to these documents with Contractor.
- Purchaser understands and agrees as Purchaser, they are solely responsible for all agreed fees including expenses associated with the engagement of Artist along with all the terms and conditions set forth in Artist engagement contract and Artist rider (Attachment A & B).
- Purchaser agrees that the terms set forth in the attached Artist engagement contract and the Artist rider (Attachment A & B) are incorporated into and are a binding part of this contract.

Compensation

- Purchaser agrees and accepts full responsibility for the total contract fees and expenses of **\$131,345.00** for said engagement. Those quoted fees are as follows:
 - Artist Fee \$100,000.00
 - Artist Opening Act \$ 1,500.00
 - 10% Agency Commission \$ 10,000.00
 - Production – Production Loaders \$ 4,000.00
 - Ground Transportation Budget \$ 1,250.00
 - Artist Hotel – Fourteen (14) rooms / Two (2) nights \$ 5,600.00
 - Hot Meals Budget (breakfast, lunch & dinner) \$ 2,500.00
 - Misc. Green Room Hospitality Budget \$ 1,500.00
 - After Show Artist Food Budget \$ 750.00
 - Backstage Security \$ 2,000.00
 - Mobile Dressing Room Rental \$ 2,000.00
 - Two (2) 10' x 10' White Tents w/Side Walls Rental \$ 200.00
 - Fee for bank wire transfer for contract deposit \$ 35.00
 - Fee for bank issued certified check for contract balance \$ 15.00
- The Purchaser shall pay the Contractor as follows:
 - A 50% contract deposit of Artist's fee (\$50,000.00) shall be paid upon initial agreement of engagement, due no later than August 15, 2023. The remaining contract balance of \$81,345.00 shall be received by Contractor no later than October 13, 2023.
- Purchaser shall be solely responsible for reserving and the additional expense of the required hotel rooms requested by Artist.

Contract Completion

- This contract is to be completed no later than October 14, 2023 unless otherwise agreed to by all parties to this agreement.

Insurance

- Contractor agrees to maintain the following types and levels of insurance with an insurance company licensed and authorized to operate in the State of North Carolina under the following terms and conditions. Contractor agrees that these terms and conditions are a condition precedent to entering into this contract and that such terms and conditions are a continuing requirement and shall survive the termination or expiration of this contract. Contractor shall maintain and keep current that level of insurance as required in this agreement with the Purchaser.
 - **Comprehensive General Liability Coverage**
The Contractor shall maintain either of the following:
 - Commercial General Liability coverage in amounts not less than \$1,000,000.00,
 - Each occurrence, with a general aggregate of \$2,000,000.00 for both bodily injury and property damage; or
 - Commercial General Liability coverage in amounts not less than \$1,000,000.00, along with umbrella liability coverage of at least \$1,000,000.00, for both bodily injury and property damage.
 - A Certificate of Insurance is issued to Purchaser annually upon policy renewal

Indemnification

- Contractor at all times will indemnify, release, protect, defend and hold Purchaser harmless from and against any and all loss, liability, expenses, (including expenses to bring suit) claims, or demands arising from personal injury (including death at any time resulting therefrom) or property damage to any person, including Contractor or the Purchaser occurring as a direct or indirect result of, or in any manner connected with the performance of this Contract, whether such injury or damage shall be caused by the negligence of Contractor, Contractor's employees, Contractor's subcontractors, or employees of any of the Contractor's subcontractors.

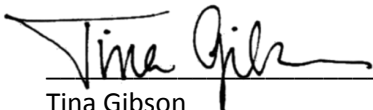
Force Majeure

- If at any time, by reason of any act of God, weather, fire, earthquake, flood, explosion, terrorism attack, epidemics, pandemics, strike, labor disturbance, civil commotion, act of Government, it's agencies or officers, or any order, regulation, ruling or action of any labor union delays, interrupts or prevents the performance of any obligations due by either party hereunder, then the performance of such obligation shall be excused to the extent so delayed, interrupted or prevented, and the parties will thereafter negotiate in a commercially reasonable fashion to reschedule the performance, if applicable, subject to Artist's then current professional and/or performance schedule. Notwithstanding the foregoing, an force majeure cancellation with respect to which the performance is not successfully rescheduled shall be subject to the following terms:
 - In the event that the performance is cancelled due to the force majeure event and Artist is ready and willing to perform, Artist shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled date of performance, one hundred percent (100%) of fee.
 - In the event the performance is cancelled pursuant to a force majeure event that renders Artist unable to perform, Artist shall be entitled to retain or receive, as applicable within ten (10) days of the cancelled date of performance, the initial deposit.

This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts entered into and performed within North Carolina and notwithstanding any conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in their names by duly authorized officers by each of the parties on the day and year as indicated.

IMAGINE Music Group by:



Tina Gibson
Owner
IMAGINE Music Group

August 7, 2023

Date Signed

Town of Harrisburg by:

Rob Donham
Town Manager
Town of Harrisburg

Date Signed



1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA
Phone: +1 615-963-3356
email: ACL@wmeentertainment.com

SCOTTY MCCREERY

BLUE CREW PRODUCTIONS, INC.

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 16 May 2023 between **BLUE CREW PRODUCTIONS, INC.** (hereinafter referred to as "PRODUCER") furnishing the services of **SCOTTY MCCREERY** (hereinafter referred to as "ARTIST") and **IMAGINE MUSIC GROUP/Tina Gibson** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

HARRISBURG PARK AMPHITHEATER
191 Sims Parkway
Harrisburg, NC 28075
USA

2. DATE(S) OF ENGAGEMENT:

Sat 14 Oct 2023

- a. Number of Shows: 1
- b. Show Schedule(s):
 - 02:00 PM: Doors
 - 06:00 PM: Support - TBA: Artist Approved; Local / Acoustic Duo
 - 07:30 PM: SCOTTY MCCREERY; (90 min.)

3. BILLING (in all forms of advertising):

100% Sole Headline Billing

4. COMPENSATION:

\$100,000.00 USD (One Hundred Thousand U.S. Dollars) flat GUARANTEE.

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

- Purchaser to provide and pay for sound and lights as required by Artist.
- Purchaser to provide and pay for ten (10) dedicated & professional stagehands capable of moving 1000 lb. carts to/from truck & stage.
- Purchaser must provide and pay for four (4) spotlights as required by Artist.
- Purchaser agrees to provide and pay for three (3) 1 ton motors provided locally. Details can be found in Artist rider and all production can be advanced with Adam Duncan |AdamJDuncan@mac.com

Production Contact:

Mike Hartis
(704) 904-8143 (off.)
ssl1@yahoo.com

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation:
- b) Accommodations: - Purchaser to provide and pay for fourteen (14) single rooms as required by Artist.
- c) Air freight and excess baggage:

- d) Ground transportation: - Purchaser to provide and pay for local ground transportation, inclusive of one (1) runner for Artist use only, as required by Artist.
- e) Meals and incidentals:
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

- Purchaser to pay for and utilize Artist supplied ad mats, radio and television spots from Tour Designs. No other forms of advertising are permitted. Contact Bill Kittle at 323-217-1102 or billkittle@tourdesign.com.
- Where applicable, prior to the public on-sale date, purchaser must hold 100 tickets in Rows 1-5 for fan club pre-sale. Please contact Rachel Slate at the Fan Club House, 615-297-7002 or rachel@fan-clubhouse.com.
- Marketing plans must be approved prior to announcing and placing the engagement on sale. E-mail all marketing plans to Allison Bostrom (allison@triple8mgmt.com) and Scott Stem (scott@triple8mgmt.com).
- ALL DIGITAL/SOCIAL MEDIA/INTERVIEW/VIDEO RECORDING deal points: All media requests including but not limited to interviews/on-site interviews/video recordings/social media & digital requests are subject to Artist availability and management approval & Artist should not be contractually obligated to these terms.
- Purchaser is not permitted, in any manner, to sell (or sell access to) or give away any permitted meet and greet (if any) in any manner (e.g., as a standalone charge, part of a ticket package, or otherwise) pursuant to this Agreement absent Producer's separate, express, written approval. Purchaser is advised that Producer and Artist take the unauthorized sale or giving away of meet and greet opportunities (or access thereto) very seriously. Artist will not be contractually obligated to any meet and greet and participation will be at Artist's sole discretion. Purchaser may request meet and greets if needed by e-mailing Scott Stem at Scott@Triple8Mgmt.com
- If at any time, the Producer/Artist does not feel the Engagement is in compliance with applicable COVID-19 regulations, laws, or rules, and/or feels a bona fide concern for the Artist's (or any of their touring party's) health and safety and/or does not feel comfortable providing the performance as contemplated under the Agreement, the Producer/Artist may cancel the performance without liability, and such failure to perform shall not be deemed a breach of this Agreement
- Purchaser acknowledges and agrees that Producer has the right to cancel the Performance without liability if more than one tour date(s) before and/or after the Engagement are, or become, no longer viable for the Producer/Artist. In such circumstances, the Producer shall return any amount of the Guarantee deposit that it holds, the Producer's/Artist's obligations and liabilities hereunder shall terminate; and this shall be the sole right and remedy of the Purchaser in connection therewith.
- In the case of inclement weather that forces a cancellation, Artist shall be paid in full. Purchaser represents and warrants it has sufficient insurance or funds to cover any such cancellation.
- In the case of a force majeure event, provided Artist is ready, willing, and able to perform, Artist shall be paid in full.

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. **DEPOSIT in the amount of \$25,000.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC (25% due upon receipt of contract as issued)

DEPOSIT in the amount of \$25,000.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **14 Aug 2023**; (25% due sixty (60) days prior)

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Alex Luebbert
1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA

OR via bank wire as follows:

CITY NATIONAL BANK
1005 17th Ave. S
Suite 600
Nashville, TN 37212

ABA no.: 064009445
William Morris Endeavor Account No.: 684001426
ORG: Imagine Music Group / REF: Scotty McCreery / Oct 14, 2023
WME booking code: PAC 1016294

*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name
(as sender), name of the artist, start date of the Engagement(s).*

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

	CAP.	TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sat 14 Oct 6:00 PM	10,000	Lawn		0	0	0									
	10,000			0	0	0									

SCALING NOTES:

- Free community concert
- Outdoor / Covered Stage

ADJUSTED GROSS POTENTIAL:

TAX:

NET POTENTIAL:

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Support	\$1,500.00				
Expense Totals:	\$1,500.00				

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

Artist sells; CD/DVD: 100.00% of proceeds to ARTIST.
Artist sells; Other: 100.00% of proceeds to ARTIST. Artist's Book
Artist sells; T-Shirts/Soft: 90.00% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

IMAGINE MUSIC GROUP
Tina Gibson
PO Box 216
Newell, SC 28126
USA

By:

BLUE CREW PRODUCTIONS, INC.
Fed ID: 45-2814900

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Luebbert

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in

connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(6) This Agreement shall be construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Nashville, Davidson County in the State of Tennessee in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Nashville, Davidson County in the State of Tennessee and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.



Scotty McCreery Full Band Rider Effective 2.1.23

Contact:	Tour Manager	Nathan Thomas nathanthomasmusic@gmail.com cell: 615-480-0431
	Production Manager	Adam Duncan adamjduncan@mac.com cell: (615) 987-7645
	Merchandise	Wylie Walton Wjwalton12@gmail.com (405) 924-8526
	Management	Scott Stem scott@triple8mgmt.com

Rider Contents:	Hospitality / Backstage Rider	Pg. 2-8
	Production Rider	Pg. 9-12
	Fly Date Production Rider	Pg. 13-15
	Backline Rider	Pg. 16-17
	Input List	Pg. 18-19
	Production Plots	Pg. 20-21

HOSPITALITY / BACKSTAGE RIDER

****Please provide upon arrival two (2) 20lb. bags of ice or equivalent.**

Ice can be left by entrance of bus.

ACCOMMODATIONS

Please provide fourteen (14) non-smoking hotel rooms:

- All 14 rooms should have two (2) Queen beds.
- All rooms should be booked under Nathan Thomas.
- Hotels should be near venue and should be reputable, clean and secure establishments. Marriott and Hilton preferred.

DRESSING ROOMS

Please provide 3 dressing rooms, one for the artist (up to 3 people), one for band (up to 6 people) and one for crew (up to 6 people):

- Dressing rooms should be available from load in until bus leaves venue.
- Please provide appropriate seating for each dressing room (couches chairs, tables, etc.) with adequate lighting.
- Dressing rooms should have an attached bathroom, and if possible that bathroom should have a shower. If there are showers at the venue, please provide 24 towels total for touring personnel only. That number can be reduced to 8 if there are no showers on site. Please have towels in the production office upon arrival.
- Please provide full length mirror in each dressing room.
- Please make sure the dressing room is clean and climate controlled.
- Dressing rooms should also have safe & adequate number of power outlets.

RUNNERS & RUNNER VEHICLES

- At no cost to ARTIST, PURCHASER shall provide one (1) competent runner with knowledge of the area and a valid driver's license.
- Vehicle must each comfortably accommodate ten (10) people with luggage and gear and should be fully insured and legally registered.
- Runners shall have a fully operational mobile phone at all times.
- Purchaser will provide and pay any and all required permits and/ or fees, for parking in the immediate vicinity of the venue location(s) for vehicles that Artist may require for the purpose of local and/ or touring ground transportation needs.

Runners shall report to the ARTIST's Tour Manager at the time of load-in and remain through load-out. The runner is for the exclusive use of the ARTIST's Tour Manager.

- Please, no one other than driver in the runner Vehicle. (No children, family, friends that are fans, etc.)

PRODUCTION OFFICE

Please provide one (1) Production office with the following:

- Reasonable access to Stage.
- One (1) 6 or 8foot table.
- One (1) office chair (please, no metal folding chairs).
- Adequate Lighting.
- High Speed Internet
- Please have an adequate number of safe power outlets.
- Lockable door.

SECURITY

Purchaser will provide and pay for adequate, responsible and clearly identifiable staff persons to insure the safety of Artist and Artist's staff, equipment, instruments, personal property and vehicles.

There will be a security meeting approximately 1 hour before doors. Please have all essential security personnel at this meeting. Security should be in place from Doors until departure of the ARTIST.

Security personnel to secure the following area's:

- Armed Security
 - 2 uniformed officers (armed) to be available from 1 hour before doors until artist is safely back on bus after all show events. These officers are primarily for security of the artist. These officers should be at the security meeting.
- Merchandise
 - There must be a security person within the immediate vicinity of all Artist merchandising displays.
- Bus & Truck compound
 - 1 security person from 2 hours before doors until Artist departs venue If bus and truck are near to each other. 2 security persons if these vehicles are separated by a reasonable distance.
- Backstage, Dressing Rooms, Catering
 - There must be a security person at every backstage entrance and stage access to assure the safety of Artist and their property.
- Stage
 - At least 1 on each front corner of stage and 1 at each entrance to stage. If there is a barricade at front of stage, then at least 1 inside barricade.

PASSES

- All members of ARTIST's entourage will display a laminated All Access pass. Only persons wearing this pass or the All-Access Satin pass will be permitted on stage or in the dressing room area. Working passes will be given out to any local working personnel that needs access to the backstage area.
- All passes will be provided and controlled by the ARTIST's Tour Manager. No other passes will be permitted. Everyone must wear a pass at all times.
- A sample pass sheet will be distributed to the first security guard on duty. Pass privileges will be discussed in detail at the security meeting, one hour before doors.

MERCHANDISE

Please have required merchandise items on-site and in place by 1pm on Day of Show.

Please provide:

- A well-lit secure place to erect a merchandising stall. This shall be in such a position as to be easily visible to the public using the main entrance at no cost to the artist.
- 4 (four) 8foot tables and 1 (one) 8foot skinny table at the merchandise area.

If the event or merchandise area is outside, please provide:

- The tables listed above
- 10' x 10' tented area (or constructed area) to provide shelter from the elements.
- Electrical Power drop
- Appropriate lighting if sales will be at night.

If extra vendors are needed, our merchandise person will be in touch to advance.

CATERING REQUIREMENTS

DRESSING ROOMS HOSPITALITY

Artist:

- 1 Electric Tea Kettle
- 1 Box of Throat Coat Tea (please, no Lemon flavor)
- 1 Small bottle olive oil
- 4 Large Bottles of Smart Water
- 1 Bottle of La Crema Pino Noir or similar
- 2 Bottles Cabernet Sauvignon J Lohr Hilltop or similar
- 1 Bottle Syrah
- 1 6pack of Stella Artois
- 1 bottle of Bullet Bourbon or Makers Mark or Gentlemen Jack
- 3 bananas / 3 Granny Smith Apples / 3 Lemons
- 4 White Chocolate Macadamia Cliff Bars
- 1 Bag Pistachios (with shell)
- 5 gum / Green Spearmint (if substituted, please NO Orbit Gum)
- 1 Jar Simply Jif Creamy Peanut Butter
- 1 Small Grape Jelly
- 1 Loaf Wheat Bread
- Please provide all utensils, plates, napkins, cups, etc.

Band:

- 1 Bowl Dry Roasted Peanuts / Salted
- 1 bag of Salsa Chips (Tostitos, etc.)
- 1 jar of Salsa (Restaurant Style or Local Salsa)
- 1 plate of assorted crackers (Keebler Club, Ritz, etc.)
- 1 Veggie Plate (no broccoli please) / also add snap peas if possible
- 1 Fruit Plate (including Blueberries if possible)
- 6 Honey Crisp Apples & 12 Mandarin Oranges
- 1 Meat & Cheese plate
- 1 Trail Mix
- 1 package of salted Almonds
- Assorted Chocolates
- 2 Avocados
- Corn Chips
- 2 Wint O Green Lifesavers Mints
- 2 24 packs of Deer Park or Aquafina Bottled Water
- 1 6pack of Coke Zero
- 1 6pack of Coke Zero Cherry
- 1 6pack of Ginger Ale (Canada Dry preferred, but others are fine)
- 1 8pack of Lacroix (tangerine, pamplemousse or peach/pear flavors)
- 1 case of Topo Chico sparkling water. Original flavor Glass bottles preferred.
- 1 Pot of Coffee (caffeinated)

- 1 bag of UNGROUND coffee beans. Local roaster preferred
- Please provide all utensils, plates, napkins, cups, etc.

Crew:

- 1 24 Pack of Deer Park or Aquafina Water (please no Dasani)
- 1 6 pack of Sugar Free Red Bull
- 1 8 pack of Lacroix (ex. tangerine, peach/pear, lime)
- 4 bottles of Vitamin Water (XXX Acai Pomegranate Flavor)
- 1 Bag of Lays Kettle Jalapeno Potato Chips
- 1 Meat & Cheese Tray (Large)
- 1 Box of Keebler Club Crackers
- 2 6 packs of local Beer (1 6pack to be IPA)
Substitute Corona if Local Beer unavailable
- Please provide all utensils, plates, napkins, cups, etc.

MEALS

Please use the following menu items for the day that corresponds with each show date. If there is a local specialty, please advise Tour Manager during the advance.

Important: If local crew is to eat in catering, they must wait until all Scotty McCreery personnel have eaten. Please do not include any Opening Acts in the total of 18 people. If Opening Acts are to eat with Artist and Artist Personnel, you must adjust the menu to include their total number of people.

Breakfast

For TEN (10) people

Assorted Beverages

- Orange Juice
- Apple Juice
- Coffee (with liquid creamer)
- Water

Assorted Cereals

- Honey Nut Cheerios
- Honey Bunches of Oats
- Kashi Cinnamon Harvest

One (1) % Milk

Scrambled Eggs

Bacon and Sausage

Choice of Pancakes or Waffles or Bagels w/ spreads.

Spoons, forks, knives, napkins, plates, bowls, cold cups & coffee cups

****120 Count Chick-Fil-A Chicken Mini's****

If there is a Chick-Fil-A in your area, you may substitute Scrambled Eggs, Bacon, Sausage, Pancakes, Waffles, Bagels, etc. for the Chicken Mini's.

Please do not substitute the Beverages and Cereals.

Lunch

For EIGHTEEN (18) people

- Pizza & Wings Bar (Monday)
- Burger, Fries & Hot Dog Buffet (Tuesday)
- Deli Bar w/ Soup & Salad (Wednesday)
- Greek Entrees (Thursday)
Ex: Gyro Sandwiches with Chicken / Lamb, Greek Salad, Hummus & Pita Bread
- Mexican/Taco Buffet (Friday)
- Deli Bar w/ Soup & Salad (Saturday)
- Bar-B-Que Buffet (Sunday)

All Lunch Entrées Should Include the Following:

- Appropriate Lunch Condiments (mustard, mayo, lettuce, tomato, etc.)
- Appropriate Side Dishes
- Whole Wheat Multi Grain Bread
- White Bread
- Jif Creamy Peanut Butter
- Grape & Strawberry Jelly
- Assorted Fruits (Bananas, Apples, Grapes, etc.)
- Variety of Raw Vegetables
- Aquafina Bottled Water (if substituted, please NO DASANI)
- One (1) 6 Pack of Dr. Pepper
- One (1) 6 Pack of Coke
- One (1) 6 Pack of Coke Zero
- Multi Grain Chips & Salsa
- Assorted Potato Chips
- Hummus (any flavor)
- Assorted Desserts (Cup Cakes, Cookies, Brownies, Ice Cream, etc.)
- Plates, bowls, napkins, silverware, cups, etc.
- Please leave all drinks in catering for the dinner meal as well.

Dinner

For EIGHTEEN (18) people

- Chicken and White Fish Entrees (Monday)
- Chicken Parmesan and Pasta Bar (Tuesday)
- Asian Entrees / Bar (Wednesday)
Ex: Stir Fry / Fried Rice / Sweet & Sour Chicken / Beef with Broccoli
- Lasagna and a Steak Entrees (Thursday)
- Chicken and a Salmon Entrees (Fridays)
- Multiple Mexican Entrees/Taco Bar (Saturday)
- Roast Beef & Fried Chicken Entrees (Sunday)

All Dinner Entrées Should Include the Following:

- Large salad with an assortment of lettuce (NOT JUST ICEBERG)
- Assortment of Salad Dressings, including low fat dressings
- 1 Fresh green vegetable
- 1 Choice of another vegetable
- 1 Choice of potato, long grain rice or pasta
- Dinner rolls
- Assorted Desserts (cakes, pies, cobblers, ice cream)
- Butter, Salt and Pepper
- Sugar, Sweet & Low, Honey
- Assortment of soft drinks (Coke Zero, Ginger Ale, Sprite, etc.)
- Aquafina or Deer Park Bottled Water (if substituted, please NO DASANI)
- Fresh brewed hot coffee; (Please make with bottled or filtered water)
- A container with clean ice
- Spoons, forks, knives, napkins, plates, bowls, cold cups & coffee cups

For questions regarding anything mentioned above, please contact Nathan Thomas at 615-480-0431 or nathanthomasmusic@gmail.com

AGREED TO AND ACCEPTED: PURCHASER _____

AGREED TO AND ACCEPTED PRODUCER _____

PRODUCTION RIDER

PARKING / LOAD IN ACCESS:

PURCHASER shall ensure parking space will be made available to the ARTIST from the time of load-in throughout load-out. This area must be adjacent to the load-in area and shall be sufficient to park the following:

- One (1) 45' custom tour bus w/ trailer
- One (1) 45' custom tour bus
- One (1) 53' Semi
- One (1) 10 passenger van (runner vehicle)
- One (1) car (management)
- Shore power @ 220 volts 3 wire 60 amps each for two (2) busses

The equipment loading area must be cleared of vehicles prior to load-in. This area must remain clear and unobstructed through the completion of load-out.

PURCHASER shall obtain, at no cost to ARTIST, all police and/or municipal permits if it is necessary to load-in from the street.

In the event of snow or ice, PURCHASER shall provide, at no cost to ARTIST, essential snow removal equipment, sand, salt and necessary personnel to provide a clear, safe load-in area prior to arrival and departure.

PURCHASER shall ensure the parking area be properly secured at all times.

LABOR

PURCHASER to provide the following, at no cost to ARTIST:

Ten (10) Stagehands for load-in & load-out (**must push and lift as well as load**)

***If loaders are separate then we will need Two (2) Loaders and Eight (8) Stagehands**

ARTIST TRAVELS WITH THE FOLLOWING GEAR ON TRUCK:

LIGHTING

Consoles:

One (1) Grand MA2 Lite

One (1) 300ft snake

One (1) 200 amp audio distro Up Stage Right

not to be used by any other artist on bill unless part of our touring package.

Flown lighting:

8 XBlack X280 Profiles

8 Chauvet R3X Wash lights

(Total weight with all cabling is 1575lbs)

Floor lighting:

Four (4) Lighting Set Carts with Lift with 10 XBlack-XL Bar lights, 6 XBlack SE 19, and 2 XBlack X280 profiles on each

Six (6) Short Riser Carts with 3 XBlack SE 19 Wash lights on each

Four (4) Chauvet R3X Wash on front edge of stage

TWO (2) Radiance hazers (water based)

ONE (1) 200 amp 3 Phase distro for our lights

Three (3) XLazer Sky rider M5 (COLD) Lasers.

Four (4) Elation Fog Jets (water based)

SOUND

FOH Console: Yamaha PM-10 with Drive rack (we need a 16x12 space for FOH)

Monitor Console: Yamaha PM-10 (we need a 16x12 space for monitor world)

One (1) 300ft snake

One (1) 100 amp audio distro Down Stage Left

We are self contained out side of Racks and stacks *

STAGING

Artist travels with ten (10) 4x8 risers.

No other acts on this stage shall have access to these risers.

****ITEMS PROVIDED LOCALLY****

AUDIO

The PURCHASER is to provide a professional, high quality sound system that is capable of delivering stereo program to the entire audience. This system shall be able to obtain 105db (A)weighted SPL at the most extreme distance of the seating area. In addition, this system shall have external 1/3-octave equalizers for all zones (main stereo, front fills, etc.), subs and front fills should be timed in, and general system EQ should all be done before we arrive.

Acceptable systems are:

- D&B J line Array
- L-ACOUSTICS K2
- JBL A12 , VTX V25 or V20

****Any Substitutions must be approved by ARTIST's Production Manager**

UPSTGE MOTORS

Two (2) 1 ton motors placed at 32 ft. from the down stage edge trimmed at 23ft off the stage floor.

DOWNSTAGE TRUSS & LIGHTS

- One (1) 40' lighting truss pre-hung with 10 Mac Auras Wash lights and 10 19Deg. lekos. This truss is to be hung 10ft in front of the stage and trimmed level 25' above stage elevation.
- Four (4) 8-light units with DWE lamps for audience illumination to be hung on the downstage side and patched per lighting plot.

HOUSE LIGHTING CONTROL

The ARTIST's Production Manager shall have complete control over the cueing of house lights. There shall be no lights in the venue during the performance other than the exit signs, aisle lights and any lighting required for the safety of the audience.

In the event the house lights must be controlled from a separate booth, the operator shall be on the communication circuit at least fifteen (15) minutes before show time and continuously during the show. At no time should the house lights come up during ARTIST's performance, unless authorized by ARTIST's Lighting Director or Production Manager.

INTERCOM

- One (1) power supply / base unit.
- One (1) belt pack and headset located at lighting console.
- One (1) one belt pack and headset for each spot operator.
- One (1) belt pack and headset for house light operator.
- One (1) belt pack and headset located at dimmers for lighting technician.
- All intercom stations to be fully operational and free of static or interruption.
- One (1) at Sound Position

FOLLOW SPOTS

TWO (2) follow spots in excellent operating condition are required. Acceptable types include Super Troopers 2k, Lycian 1.2k. All follow spots to have unobstructed throws and should be at an elevated position 5ft above the stage height and no further then 100ft from stage. All follow spots to be gelled per lighting plot. **Minimum out put of 1200 watts per spot required. NO EXCEPTIONS!**
House spots must meet these requirements or they are not expectable and will not be considered as part of House Production.

Spot Operators

TWO (2) Experienced (min 6 months) operators are required.
Trainees are NOT acceptable.

LIGHTING TECHS

A minimum of one (1) lighting technicians will be required. Technicians must be able to climb trusses. This person(s) is also responsible for lighting operation for all other acts on the bill without a touring LD.

If other acts are on the same bill, PURCHASER shall provide additional equipment for their use unless act is part of our touring package.

FLY DATE PRODUCTION RIDER

SOUND REQUIREMENTS

The PURCHASER is to provide a professional, high quality sound system that is capable of delivering stereo program to the entire audience. This system shall be able to obtain 105db (A)weighted spl at the most extreme distance of the seating area. In addition, this system shall have external 1/3-octave equalizers for all zones (main stereo, front fills, etc.), subs and front fills should be timed in, and general system EQ should all be done before we arrive. .

Acceptable systems are:

- D&B J line Array
- L-ACOUSTICS K2
- JBL A12, V25, V20

****Any Substitutions must be approved by ARTISTS Production Manager**

PURCHASER shall provide a clear-com system between house audio console and monitor console independent of all other clear-com stations.

HOUSE CONSOLE:

PURCHASER shall provide the following:

- Yamaha PM-10 or PM-7 or:
- Avid S6L with External touch screen and a qualified tech.
- Any Substitutions must be approved by ARTISTS Production Manager
- The FOH console stand must be at least 30" tall. The typical EZ tilt stand will not be tall enough.

no other artist shall have access to this console unless part of our touring package.

Artist's house engineer requires full control of all aspects of sound system for the entire engagement.

PURCHASER shall ensure that the house mix position be no further than 75 feet from **down stage center**. The mix position **must** not be under any balcony, or overhang. Seat kills may be required to accommodate this position.

MONITOR REQUIREMENTS

PURCHASER shall provide the following:

- Yamaha PM-10 or PM-7 or:
- Avid S6L with External touch screen and qualified Tech
- Any Substitutions must be approved by ARTISTS Production Manager
- Eight (8) mixes of Wireless EAR MONITORS, Shure PSM900 or 1000 with antenna combiner system and helical antenna
- In-ear rack should be place on stage Left in monitor world.

- Artist and band will provide their own custom ear buds. Please have a set of generic ears available as backup.
- Two (2) Channels of SHURE UHF-R Wireless Mics. (SM-58 Capsules)

The above equipment list is specifically for ARTIST's use only. If other acts are on the same bill, PURCHASER shall provide additional equipment for their use. No alterations to console settings shall be permitted after ARTIST's sound check.

****See input list for additional mics and stand requirements****

LIGHTING REQUIREMENTS

DOWNSTAGE TRUSS & LIGHTS

- One (1) 40' lighting truss prehung with 10 Martin Aura Wash lights, and 12 19deg. Lekos. This truss is to be hung 10ft in front of the stage and trimmed level 23' above stage elevation.
- Four (4) 8-light units with DWE lamps for audience illumination to be hung on the downstage side and patched per lighting plot.

Upstage Truss

One (1) 40' lighting truss with ten (10) moving Profile fixtures and ten (10) moving wash fixtures. **** SEE PLOT FOR PLACEMENT AND SPACING****

Control

One (1) Grand MA2 Lite or Grand MA2 Full size control console with control snake to stage and dimmers. **MUST HAVE SOFTWARE VERSION 3.9.60.3 or later!!!!**

Smoke Machines

Two (2) Radiance water-based Hazers are required.
Two (2) fans.

Cable Pick Ups

All lighting cables are to be picked with hoists or ropes and dropped offstage right.

Follow Spots

Two (2) follow spots in excellent operating condition are required. Acceptable types include Super Troopers 2k, Lycian 1.2k and follow spots of this brightness. All follow spots to have unobstructed throws and should be at an elevated position and no further than 100ft from the stage. All follow spots to be gelled per lighting plot. **Minimum output of 1200 watts per spot required.**

Spot Operators

Two (2) Experienced operators are required. Trainees are NOT acceptable.

Lighting Techs

A minimum of two (2) lighting technicians **IF** conventional lights will be required. Technicians are to be available to build and run lighting design during the show. Technicians must be able to climb trusses for focus. This person(s) is also responsible for lighting operation for all other acts on the bill without a touring LD.

****see Tech Pack for 60k Rig and 6 color plot.**

Intercom

- One (1) power supply / base unit.
- One (1) belt pack and headset located at lighting console.
- One (1) one belt pack and headset for each spot operator.
- One (1) belt pack and headset for house light operator.
- One (1) belt pack and headset located at dimmers for lighting technician.
- All intercom stations to be fully operational and free of static or interruption.
- One (1) at Sound Position

STAGE REQUIREMENTS

Purchaser shall provide:

MINIMUM Stage requirements: 32' wide x 24' deep.

- Two (2) 8x8x2 stage riser with black skirting
- One (1) 8x8x3.5 stage riser with black skirting
- Five (5) tall bar stools
- One (3) 10x12 area rugs for down stage center position.

AGREED TO AND ACCEPTED: PURCHASER _____

AGREED TO AND ACCEPTED PRODUCER _____

Scotty McCreery BACKLINE RIDER 2021

DRUMS

1st choice

Ludwig

2nd choice

DW

Drum Finish

Sparkle finish is preferred. (please, nothing outrageous)

Drum sizes for either kit:

One (1) Twenty-four x Fourteen (24 x 14) inch kick drum

One (1) Thirteen (13) inch rack tom

One (1) Sixteen (16) inch floor tom

One (1) 6.5 x 14" inch Black Beauty Snare Drum

One (1) 6.5" x 14" DW Wood Snare Drum

Heads :

Kick:

Power Stroke 3 kick drum head, clear for the batter side.

Kick should have some sort of muffling (pillow preferred) inside.

Snare:

Coated Emperor on top

Toms:

Remo Coated Ambassador on top and Remo clear Ambassador on bottom.

Note:

All drums must have, "Brand New, Never Used" Drum Heads

Hardware

One (1) hi hat stand

Two (2) snare stands

One (1) DW-5000 chain drive kick pedal

Four (4) boom cymbal stands.

One (1) "Roc-N-Soc" drummer's throne (seat)

Note:

Professional series hardware and must be in good working condition.

Cymbals:

Meinl Cymbals (Byzance Series)

If Meinl aren't available, Zildjians are preferred (K Customs or A Customs)

One (1) Set of Hi-Hats (15")

One (1) Ride Cymbal (22")

Three (3) Crash Cymbals (18", 19" & 20" crash cymbals)

Misc.:

One (1) 8'x8' black/grey carpet

Scotty McCreery Backline Rider 2021 Cont.

BASS GUITAR:

Kemper Profiler Rackmount Amp Head

OR

Aguilar DB 751 Amp head and Aguilar GS 412 Cabinet

20' Cable

1 Guitar Stand

KEYS:

Yamaha Motif 8ES or S90

One (1) Keyboard Stand (make sure it is stable)

Please provide all sustain pedals, power cables, etc. for keyboard.

Boss TU-2 or TU-3 tuner

Three (3) Guitar Stands

GUITAR:

Kemper Profiler Rackmount Amp Head

OR

One (1) Fender 65 Deluxe (preferred) or Matchless DC30

Three (3) guitar stands

Two (2) 20' instrument cables

UTILITY:

Two (2) Kemper Profiler Rackmount Amp Heads

OR

One (1) Fender 65 Deluxe (preferred) or Fender Hot Rod Deluxe

One (1) Peavey Nashville 400 (preferred) or Peavey Nashville 112

Three (3) guitar stands

Two (2) 20' instrument cables

ARTIST:

One (1) Gibson J-45 acoustic guitar or similar

Two (2) Shure ULX-D Wireless guitar units with ¼" cable.

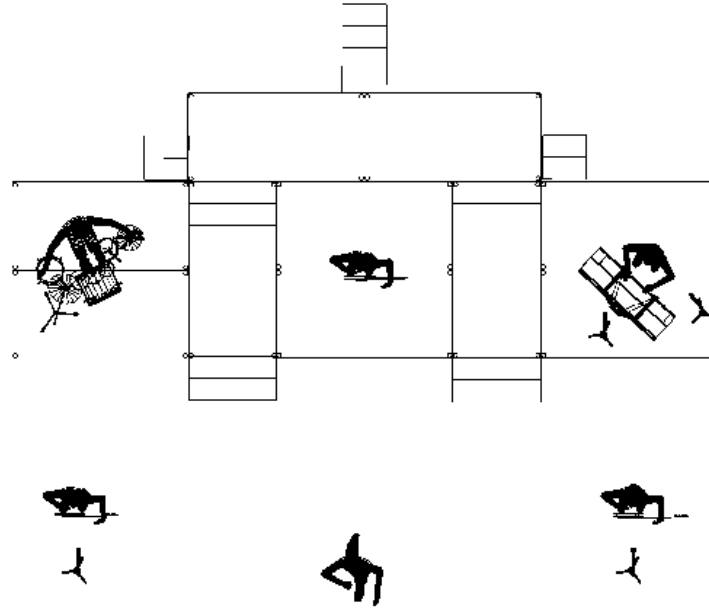
One (1) 6 space guitar boat

Scotty McCreery Input List 2023

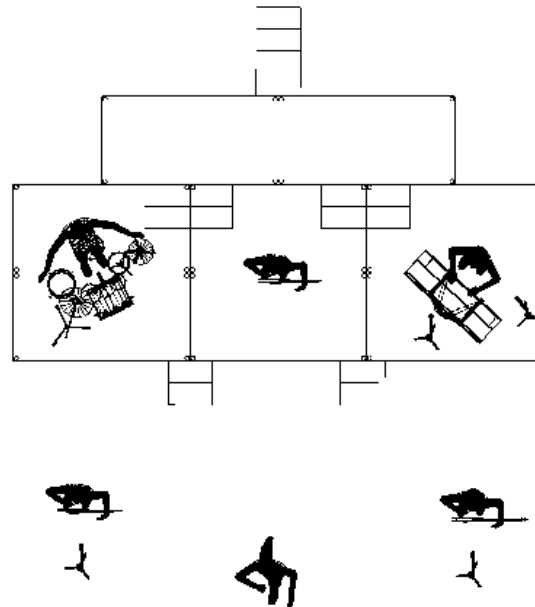
Input	Instrument	Mic / DI	Stand	Notes
1	Kick	Beta 91	-	
2	Snare Top	SM 57	Short Boom	
3	Sn Bottom	e904	clip	
4	Aux Snare	SM 57	LP Claw	
5	Hat	SM 57	Short Boom	
6	Rack Tom	e904	clip	
7	Floor Tom	e904	clip	
8	OH SR	KSM32	Tall Boom	
9	OH SL	KSM32	Tall boom	
10	Bass Drive	XLR Line	-	
11	Bass Clean	XLR Line	-	
12	Spence Acc	Passive DI	-	
13	Spence Elec	SM 57	Short Boom	amp
14	Steel	SM 57	Short Boom	amp
15	Justin Elec	SM 57	Short Boom	amp
16	Keys Left	Passive DI	-	
17	Keys Right	Passive DI	-	
18	Jeff Acc	Passive DI	-	
19	Scotty Acc	XLR Line	-	
20	Scotty Elec	XLR Line	-	
21	Scotty Vocal	Wireless	Tall Boom	
22	Bass Vocal	SM 58	Tall Boom	
23	Key Vocal	SM 58	Tall Boom	
24	Elec Vocal	SM 58	Tall Boom	
25	Loop Left	1/4 to male xlr	-	Monitor World
26	Loop Right	1/4 to male xlr	-	Monitor World
27	GTR Trax Left	1/4 to male xlr	-	Monitor World
28	GTR Trax Right	1/4 to male xlr	-	Monitor World
29	Key Trax Left	1/4 to male xlr	-	Monitor World
30	Key Trax Right	1/4 to male xlr	-	Monitor World
31	BGV	1/4 to male xlr	-	Monitor World
32	Click	1/4 to male xlr	-	Monitor World
33	Spare Lead	-	-	Monitor World
34	MC 1	-	-	
35	Banjo			
36	Scotty TB	SM58		At Drums

37				
38				
39				
40				
41				
42				
43	Tuner	Passive DI	-	
44	Band TB	XLR Line	-	3 way PTT
45	Scotty TB	XLR Line	-	3 way PTT
46	Tech TB	XLR Line	-	3 way PTT
47	Audience L 1	Shotgun	Short Boom	
48	Audience R 1	Shotgun	Short Boom	

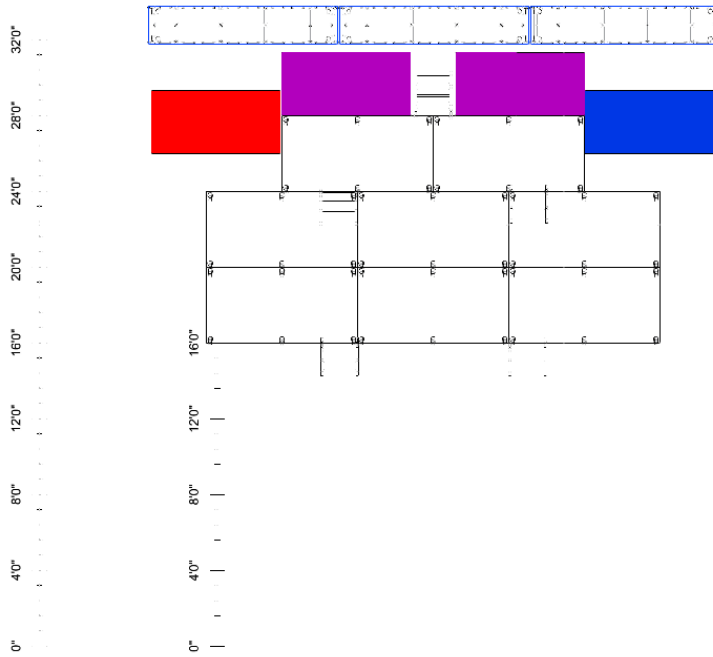
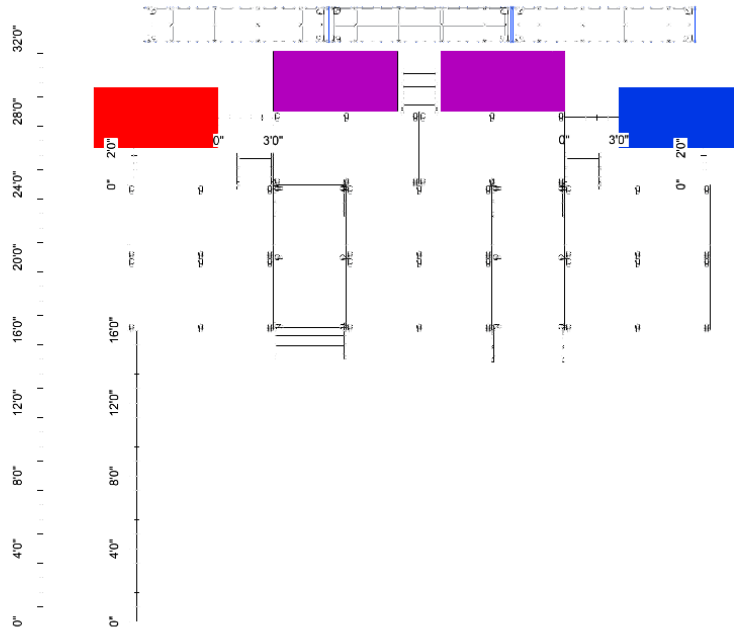
For questions please call Production Manager
Adam Duncan (615)987-7645 adamjduncan@mac.com



 SM PRODUCTS OF AMERICA, INC.	Project	SM 2023 Revamp
	Production Manager	Adam Duncan
	Drawing Author	Drew Hornback
	Drawing version	32' Wide Configuration



 SM PRODUCTS OF AMERICA, INC.	Project	SM 2023 Revamp
	Production Manager	Adam Duncan
	Drawing Author	Drew Hornback
	Drawing version	24' Wide Configuration





TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract for the World's Biggest Bounce House for the Town of Harrisburg's 50th Anniversary Celebration.

Presenting Personnel:

Jim Spina, Parks and Recreation Director

Suggested Motion or Action:

Motion to approve the contract with Imagine Music Group to provide the World's Biggest Bounce House for the Town of Harrisburg's 50th Anniversary Celebration in the amount of \$65,540.

Description/Background:

The Town of Harrisburg Celebrated its 50th Anniversary on March 28, 2023. The Town has been planning an event for October 14, 2023 to commemorate the Town's 50th Anniversary. Along with entertainment by Country Artist and American Idol Winner, Scotty McCreery, the Town would like to bring the World's Biggest Bounce House to Harrisburg Park for people of all ages to enjoy on October 14th leading up to and during the concert. The World's Largest Bounce House has been an attraction all over the United States and will provide a unique, fun, and memorable experience for all.

Recommendation:

Recommendation to approve the contract with Imagine Music Group to provide the World's Biggest Bounce House for the Town of Harrisburg's 50th Anniversary Celebration in the amount of \$65,540.

Fiscal Impact:

The fiscal impact to the Town is an expenditure of \$65,540, which is budgeted within the Town's 50th Celebration ARPA grant ordinance.

Attachments:

1. IMG-TownofHarrisburgContract-October 14 2023-Bounce House - updated 8.4.2023

This contract is made and entered into on the _____ day of _____ in the year 2023 by and between the Town of Harrisburg, North Carolina (hereinafter referred to as "Purchaser") and Imagine Music Group (hereinafter referred to as "Contractor").

Purpose

- Purchaser wishes to employ Contractor to serve as their talent buyer and agent for the engagement of THE WORLD'S BIGGEST BOUNCE HOUSE (hereinafter referred to as "Amusement") for the October 14, 2023 performance at the Harrisburg 50th Anniversary Celebration in Harrisburg, North Carolina.

Scope of Services

- Contractor shall secure the Amusement to perform on October 14, 2023 at the Harrisburg 50th Anniversary Celebration on behalf Purchaser at the mutually agreed fees, related expenses and terms set forth in Artist engagement contract and Amusement rider further set out in Attachment A & B attached hereto and incorporated herein.
- Contractor will facilitate all aspects related to Amusement's agreed performance including but not limited to the execution of Amusement engagement contract and Amusement rider (Attachment A & B), hotel, Agency commission, additional staffing for set-up, day of show running and tear-down, hospitality, bank wire transfer fee for deposit and bank issued certified check for contract balance. Contractor in coordination with Purchaser will manage day of show activities related to Amusement's agreed performance.

Terms

- In employing Contractor to serve as their talent buyer and agent for said engagement, Purchaser authorizes Contractor to facilitate all aspects of said engagement with Amusement including but not limited to the execution of Amusement engagement contract and Amusement rider (Attachment A & B) along with all agreed terms.
- Purchaser shall review and approve Amusement engagement contract and Amusement rider (Attachment A & B) prior to authorizing Contractor to facilitate on Purchaser's behalf. Purchaser reserves the right to discuss, negotiate and request any necessary changes to these documents with Contractor.
- Purchaser understands and agrees as Purchaser, they are solely responsible for all agreed fees including expenses associated with the engagement of Amusement along with all the terms and conditions set forth in Amusement engagement contract and Amusement rider (Attachment A & B).
- Purchaser agrees that the terms set forth in the attached Amusement engagement contract and the Amusement rider (Attachment A & B) are incorporated into and are a binding part of this contract.

Compensation

- Purchaser agrees and accepts full responsibility for the total contract fees and expenses of **\$65,540.00** for said engagement. Those quoted fees are as follows:
 - Amusement Fee \$55,000.00
 - Set-up staffing (12 crew for 12 hours) \$ 4,000.00
 - Staffing to manage bounce house day of (12 crew for 7 hours) \$ 2,500.00
 - Tear-down staffing (12 crew for 12 hours) \$ 4,000.00
 - Fee for bank wire transfer for contract deposit \$ 30.00
 - Fee for bank issued certified check for contract balance \$ 10.00
- The Purchaser shall pay the Contractor as follows:
 - A 50% contract deposit of Artist's fee (\$27,500.00) shall be paid upon initial agreement of engagement. The remaining contract balance of \$38,040.00 shall be received by Contractor no later than October 13, 2023.
- Purchaser shall be solely responsible for reserving and the additional expense of the required hotel rooms requested by Amusement.

Contract Completion

- This contract is to be completed no later than October 14, 2023 unless otherwise agreed to by all parties to this agreement.

Insurance

- Contractor agrees to maintain the following types and levels of insurance with an insurance company licensed and authorized to operate in the State of North Carolina under the following terms and conditions. Contractor agrees that these terms and conditions are a condition precedent to entering into this contract and that such terms and conditions are a continuing requirement and shall survive the termination or expiration of this contract. Contractor shall maintain and keep current that level of insurance as required in this agreement with the Purchaser.
 - **Comprehensive General Liability Coverage**
The Contractor shall maintain either of the following:
 - Commercial General Liability coverage in amounts not less than \$1,000,000.00,
 - Each occurrence, with a general aggregate of \$2,000,000.00 for both bodily injury and property damage; or
 - Commercial General Liability coverage in amounts not less than \$1,000,000.00, along with umbrella liability coverage of at least \$1,000,000.00, for both bodily injury and property damage.
 - A Certificate of Insurance is issued to Purchaser annually upon policy renewal

Indemnification

- Contractor at all times will indemnify, release, protect, defend and hold Purchaser harmless from and against any and all loss, liability, expenses, (including expenses to bring suit) claims, or demands arising from personal injury (including death at any time resulting therefrom) or property damage to any person, including Contractor or the Purchaser occurring as a direct or indirect result of, or in any manner connected with the performance of this Contract, whether such injury or damage shall be caused by the negligence of Contractor, Contractor's employees, Contractor's subcontractors, or employees of any of the Contractor's subcontractors.

Force Majeure

- If at any time, by reason of any act of God, weather, fire, earthquake, flood, explosion, terrorism attack, epidemics, pandemics, strike, labor disturbance, civil commotion, act of Government, it's agencies or officers, or any order, regulation, ruling or action of any labor union delays, interrupts or prevents the performance of any obligations due by either party hereunder, then the performance of such obligation shall be excused to the extent so delayed, interrupted or prevented, and the parties will thereafter negotiate in a commercially reasonable fashion to reschedule the performance, if applicable, subject to Amusement's then current professional and/or performance schedule. Notwithstanding the foregoing, an force majeure cancellation with respect to which the performance is not successfully rescheduled shall be subject to the following terms:
 - In the event that the performance is cancelled due to the force majeure event and Amusement is ready and willing to perform, Amusement shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled date of performance, one hundred percent (100%) of fee.
 - In the event the performance is cancelled pursuant to a force majeure event that renders Amusement unable to perform, Amusement shall be entitled to retain or receive, as applicable within ten (10) days of the cancelled date of performance, the initial deposit.

This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts entered into and performed within North Carolina and notwithstanding any conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in their names by duly authorized officers by each of the parties on the day and year as indicated.

IMAGINE Music Group by:

Town of Harrisburg by:

Tina Gibson
Owner
IMAGINE Music Group

Rob Donham
Town Manager
Town of Harrisburg

Date Signed

Date Signed

Impact Entertainment Services LLC
310 Monticello Drive
Altamonte Springs, FL 32701
Phone – 407-925-4107
josh@impactentertains.com

Booking Contract (the “Agreement”)

This Agreement for the professional entertainment services of **Big Bounce America-The World's Largest Bounce House** hereinafter referred to as “Artist”, which include the specific details of an entertainment booking Performance (the “Performance”), is entered into on this date **03/23/23** by and between **Harrisburg Park** hereinafter referred to as “Purchaser” as listed below, and the Artist. Both Purchaser and Artist (hereinafter collectively referred to as “Parties”) agree to and contract as follows:

Date of Performance: 10/14/23
Account Name: Harrisburg Park
Place of Performance (the “Venue”): Harrisburg Park
Rain Location: N/A
Web Site for Venue/Purchaser:
Address of Venue: 191 Sims Parkway
City/State/Zip Code: Harrisburg North Carolina 28075
Venue Phone Number:

Main Contact Name: Tina Gibson
Main Contact Phone:
Main Contact E-Mail:
Advance show with Name:
Advance Show with Number:
Advance Show with E-Mail: tgibson@imaginemusicgroup.com
Emergency Number Day of Show:

Performance fee (the “Wage”): \$55,000.00 USD
Event Information: The Big Bounce Castle, One-Day rental, Purchaser to provide all rider requirements, grass surface and will be able to stake in ground.
Performance fee Payable To: Impact Entertainment Services, LLC
Payee Address: 310 Monticello Drive, Altamonte Springs, FL 32701
Deposit amount required: \$27,500.00 USD
Deposit required by what date: 06/14/23
Deposit Payable To: Impact Entertainment Services LLC
Payee Address: 310 Monticello Drive, Altamonte Springs, FL 32701

Stage: Provided by Artist
Sound: Provided by Artist
Lights: Provided by Artist
Backline: Provided by Artist
Lodging/Hotel: Provided by Purchaser – See Attached Rider
Ground Transport Text: Provided by Artist
Meals: Provided by Purchaser – See Attached Rider
Drinks: Provided by Purchaser – See Attached Rider

Age: All Ages
Capacity: 250
Ticket Price: \$0.00
Advance Ticket Info: N/A

Artist or Artist's designated representative shall be paid in U.S. funds in cash, cashier's check, certified check, college or university check, or money order only on the day of Performance. W9 form is available on request for balance payments.

Showtime for Artist: 12:00 PM
Length and number of sets for Artist: 7 hours
Load in time: 07:00 AM
Sound check time: 11:00 AM

Doors open at what time:

12:00 PM

Other acts:

Town of Harrisburg's 50th Anniversary Celebration

Merchandise:

100% to Artist

For this performance, the Purchaser may advance any day-of-show information with the following main contact for the Artist. You can also reach out to this person to request promotional materials

Advance contact person:

AlexNoble

Title:

Operations

Phone:

(321) 431-2111

Email:

alex@xleventlab.com

Notes:

Contract Terms:

1. This Agreement will confirm the Performance of the Artist listed above at the date listed above with the above stipulations.
2. Artist obligations under this Agreement are subject to detention by sickness, riots, strikes, epidemics, death to Artist or its family members, or any other Act of God, which could endanger the health or safety of the Artist.
3. In the event Purchaser fails to fulfil its obligations provided herein, Purchaser will be liable to Artist in addition to the compensation herein as designated by a lawful third party.
4. ~~Artist reserves the right to cancel this Agreement without obligation if notice is received at least fourteen (14) days in advance of the Performance date.~~ *TJ*
5. Artist and Impact Entertainment Services LLC. are being independently contracted by the Purchaser, and therefore do not represent the ideas, philosophies, actions, decisions, or feelings of the Purchaser and its Venue. Artist, Impact., its other companies or affiliated companies, its representatives, officers, agents, assigns, employees, and executive staff cannot be held liable for actions, injuries, damage, or suits incurred by the Venue, its officers, employees, Purchaser shall hold the above harmless and absolved from responsibility. Purchaser and Venue are required to carry their own active insurance policies (for liability and the like) to cover any and all damages, liabilities, suits, and the like arising out of the actions relating to this Performance and any Performance by Artist. 6. Purchaser is responsible for the well keeping of Artist's equipment from patrons, guests, and employees during the time that this Agreement is in effect. Purchaser may either provide a safely kept area, stage raised above foot level, or a separate room from the Performance. Purchaser may also provide security at the expense of Purchaser. If Artist or Impact. deem necessary for the well keeping of Artist's persons, Purchaser may be required to provide ample security, at Purchaser's expense. **Impact Entertainment Services LLC. will provide a Certificate of Insurance with the Town of Harrisburg listed as additionally insured.**
7. Artist will submit a guest list prior to Performance, which will be acknowledged and used by the door representation provided by the Purchaser or Venue.
8. ~~The recording, reproduction, or transmission of Artist's Performance is prohibited absent the written or oral consent of the Artist or Impact Entertainment.~~ *TJ*
9. Purchaser is responsible for finding an alternative Venue due to inclement weather or other circumstances, which would

prevent the Performance from occurring. Artist will be paid agreed upon Wage, despite outside conditions or other factors causing cancellation. If Artist's Wage is based solely or partially on a percentage or door receipts, or any Wage beyond a guarantee, the Parties will mutually agree upon a fair Wage to be paid to Artist as a result of the Purchaser cancelling the Performance. If a mutually agreed upon Wage cannot be determined, Parties agree to allow a third-party arbitrator, agreed upon by both Parties, to oversee and decide such Wage. The decision made by this third-party Arbitrator will be final. In all cases of cancellation, Artist must be paid in full within ten (10) days after the scheduled Performance date.

~~10. All items within this Agreement pertaining to the financial aspects and needs of the Artist are to be considered confidential, and are to be viewed only by the promoter, buyer, and/or Purchaser listed hereto. Any public or private disclosure of the items contained herein, including Artist's Wage, will be deemed as a violation of this Agreement. Purchaser acknowledges that any release of such private information may directly affect future business of the Artist. Purchaser is hereby bound to keep Wage and other confidential information in secret at all times, and disclosure of such confidential information will result in a minimum penalty of \$1000.00 to the Purchaser, but may result in a much larger penalty based on the ruling of a third party arbitrator or the courts, as determined by the pursuit by Agency. Public disclosure rules will limit any of the above to the least amount of exposure possible to satisfy any open records request.~~ *TG*

11. All shows require acceptable production (stage, sound system, lighting, etc.) matching the technical riders supplied by Artist's representative. Purchaser shall provide, at its own expense, a professional operator familiar with the system, unless specified in this Agreement that the Artist or its representatives will provide such.

12. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such a determination, the remainder of this Agreement shall remain in full force and effect.

13. This Agreement and the rights of Impact and Purchaser is, and always will be, exclusively governed by and construed in accordance with the Laws of the State of Florida, excluding choice-of-law principles of the Laws of the State of Florida that would require the application of the laws of a jurisdiction other than Florida. Both Impact. and Purchaser hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the State courts in Palm Beach County in the State of Florida, and the Federal courts of the United States of America, for any actions, suits, or proceedings arising out of or relating to this Agreement (and agrees not to commence any actions, suits, or proceedings related thereto except in such courts), and further agrees that service of any process, summons, notice, or document by U.S. registered mail to its address as listed in this Agreement, shall be effective service of process for any action, suit, or proceeding brought against it in any such court.

1. cancel the date outright with the agreed upon Wage/Fee being paid in full to the Artist as noted in the Agreement, 2 convert the date to a virtual or online event where applicable and remit the Wage/Fee as stated in the Agreement, 3. reschedule the date to a mutually agreeable date on Artists calendar (if Artist has incurred any hard expenses for the initial date, the parties agree to work together to resolve said expenses). If a special routing fee or Wage was arranged for this event, Purchaser realizes that they may need to increase the Wage to the Artist for the rescheduled date.

16. IN WITNESS WHEREOF the Parties hereto have executed this Agreement according to the terms herein and acknowledge that this is an important legal document, and that Purchaser has had the full opportunity to have this Agreement reviewed by a lawyer or attorney of Purchasers own choice and Purchaser has either obtained such independent legal advice or has knowingly and voluntarily declined to do so.

Signature:

A handwritten signature in black ink that reads "Tina Gibson". The signature is written in a cursive, flowing style.

Purchaser: IMAGINE Music Group on behalf the Town of Harrisburg NC

Signed: Tina Gibson - Buyer on behalf the Town of Harrisburg NC

Print:

Date: 7-7-2023

Signature:

Artist (or Impact Representative on behalf of Artist):

Signed:

Print:

Date:



BIG BOUNCE AMERICA PRIVATE RENTAL LOGISTICS AND HOSPITALITY RIDER 2023

This rider forms an integral part of the contract.

1. Venue requirements:

- A. Minimum 240ft x 155ft space needed for World's Biggest Bounce House. Separately, a minimum 275ft x 100ft for The Giant obstacle course. Refer to addendums below for exact space requirements. Please discuss measurements for bookings of other attractions.
- B. Grass surface should be well maintained and cannot be overgrown. Grass ideally 2 inches in length maximum.
- C. Non grass surfaces can be discussed as alternatives, however must be agreed on at time of booking.
- D. The footprint must be clear of all obstructions (trees, picnic benches, light posts, paths, etc.)
- E. The footprint must be free of any overhead obstructions (power lines, etc.)
- F. The footprint must be fairly flat, with no significant slope.
- G. The footprint must be clear of animal feces.
- H. The Purchaser is required to supply Big Bounce with a site map or google earth image of the venue location that the Inflatables will be placed during the advancing process.

2. Staking

- A. The inflatables are required to be staked into the ground using 200+ stakes, which are 30 inches long x 1 inch thick.
- B. Permission to stake on the surface must be obtained in advance by the purchaser, with marking out of irrigation and/or utilities to be done prior to our teams arrival, and hotlining carried out if necessary.
- C. BBA will not be responsible for any damage to irrigation pipes or other subterranean obstructions caused by staking. The purchaser is responsible for surveying the area prior to arrival of BBA crew and advising of any potential subterranean obstructions.
- D. If staking is not possible, then filled 55-gallon water barrels, or concrete ballasts could be considered as an alternative, however must be agreed on at time of booking.

3. Power

- A. Purchaser to supply generator power for the inflatables; the exact requirements will vary depending on inflatables booked. Reference power needs in the addendums below.
- B. If there is a power source at the event location that can be utilized then this should be discussed at time of advancing.



- C. Permission to use Diesel powered generators within the footprint must be obtained by the purchaser.
- D. Purchaser to arrange fuel delivery for the generators; please discuss requirements and schedule with BBA in advance.

4. Parking

- A. The purchaser agrees to provide parking for 1 or 2 (depending on inflatables booked) 53ft dry van trailers and 2 SUVs in close proximity to the event footprint, of the duration of the event
- B. Full 'in/out' privileges are required for all vehicles for the duration of the event.

5. Security

- A. The event space should be a safe and secure environment at all times. The purchaser agrees to provide security dedicated specifically to the perimeter of the BBA operating area, inflatables and all equipment during periods when the attraction is not in use, including overnight.

6. Heavy Equipment

- A. The purchaser agrees to supply heavy equipment for the booked attractions. Refer to the addendums below for exact requirements.
- B. Purchaser must ensure permission is granted to drive heavy equipment on grass at the venue.
- C. Purchaser to ensure there is adequate heavy equipment access to the event footprint from the trailer parking location (check gate heights and widths).

7. Restrooms

- A. The purchaser agrees to provide restroom facilities within a reasonable walking distance of the attraction for customer and staff use. Port-o-potties are suitable as an option if restroom facilities are not within a short walk from the event site, for a busy event we recommend at least 6 portable toilets. These facilities must be available from the first build day, for crew to utilize.

8. First Aid

- A. The purchaser agrees to provide First Aid facilities and a dedicated first aider within a reasonable walking distance of the attraction for all operating hours of the event. We recommend a medic that is specialized in special events.

9. Labor Staff for Setup and Teardown

- A. The Purchaser is responsible for providing general labor staff to assist in the setup and teardown of the inflatable.



- a. The BBA team will provide a tentative labor requirement during the advancing process.
- b. A final labor requirement will be determined and confirmed before the event load in.

10. Event Day Staff

- A. The purchaser agrees to provide event day staff for the attractions. Refer to addendums below for exact requirements. For events with further attractions, please discuss requirements with BBA.
- B. Event day staff are to be managed by the client, and trained and deployed by BBA's Tour Manager.
- C. Any staff to manage the Purchaser's box office/ticketing are not included in the attached requirements.

11. Waivers & Safety

- A. Everyone who participates in the event must sign a BBA waiver before entering any of the inflatables.
- B. Waiver copy will be provided by BBA during advancing, if your event requires an additional waiver, please include BBA verbiage in your current waiver and submit to BBA for approval prior to the start of event load in.
- C. Volunteer staff will be briefed on the waiver procedure by the event manager.
- D. Purchaser to provide 4 tablets and WiFi for digital waivers. BBA will set up a platform to process digital waivers.
- E. All participants must wear socks when entering any of the inflatable attractions for safety and hygiene reasons. Purchaser to ensure this information is relayed to participants in advance of the event.
- F. The purchaser must confirm that the venue has ample lighting at the event footprint for safety reasons.
 - a. In the event that the venue does not have ample lighting, the purchaser must supply lighting towers. Exact requirements to be determined during the advancing process.

12. Weather

- A. The inflatable attractions may be rendered unsafe during certain types of weather and the Purchaser is required to obtain any weather or non-performance related insurance to protect against the threat of closure as a result of this.
- B. The BBA staff will monitor all weather conditions throughout the course of the event.
- C. At the sole discretion of the BBA event manager, the attractions may be closed to ensure the safety of participants, workers, and those in the immediate area.
- D. The following are the conditions under which the **attractions would be closed**;
 - a. Persistent or heavy rain making the inflatable surfaces unsafe.
 - b. Lightning within 10 miles of the event location.
 - c. Constant wind speeds of 15mph or gusting from 15-20mph.

13. Permits



- A. The Purchaser is responsible for obtaining any relevant and required permits for hosting the BBA event.
- B. The Purchaser is responsible for any costs for permits or inspections related to this.
 - a. In the case that an Inspection of the inflatables is required in relation to the event, the purchaser must coordinate with BBA to schedule.

14. Merchandise

- A. BBA will have permission to sell merchandise including jump socks and branded t-shirts at the registration desk. The volunteer check in staff provided by the purchaser will be responsible for the handling of all sales.
- B. BBA will retain 100% of all revenue generated from merchandise sales.

15. Accommodations & Hospitality

- A. The purchaser agrees to provide four (4) double hotel rooms each containing two beds for the duration of the build, break and live event dates.
- B. Please discuss exact requirements with BBA in advance of booking rooms, to ensure requirements are correct.
- C. The hotel should be located no further than 3 miles from the event location.
- D. Minimum 3 star hotel.
- E. The purchaser agrees to provide drinks and meals for BBA staff during build days, event days and break days

16. Sponsorship

- ~~A. Any sponsorship arranged by the purchaser for the BBA event must be pre approved in advance of anything being agreed.~~ *TG*
- ~~B. All sponsorship requests and offers should be proposed in writing to BBA.~~ *TG*

17. Advertising and ticketing

- ~~A. All artwork, advertising material and ticketing MUST be approved by BBA before being used in any way. This includes use of the BBA logo in any format.~~ *TG*
- ~~B. BBA reserves the right to cancel any booking if artwork and/or ticketing is not cleared prior to its use and/or artwork that is used is not the correct representation of the brand. This applies to all advertising media, including (but not limited to) websites, social media sites, ticketing platforms, forums, press releases, flyers, posters, print advertising, banner ads.~~ *TG*

18. Event Operations

- A. Both parties are responsible for providing the other with an onsite event point of contact no later than one day prior to event load in.



- B. The Purchaser is responsible for providing BBA with an event schedule, including all operational times.

19. Payment Terms

- A. The 50% Deposit is due upon signing and completion of this contract.
- B. The 50% Final Payment is due upon BBA arrival for event load in.

THE WORLD'S BIGGEST BOUNCE HOUSE ADDENDUM 1

The following addendum shall apply only to bookings of The World's Biggest Bounce House:

Venue requirements:

- Minimum 240ft x 155ft space needed for World's Biggest Bounce House. Please discuss measurements for bookings of other attractions.

Power:

- Purchaser to supply the following generator power for the inflatable:
 - 2x 100kW diesel generator (1x to be used for the event and 1x to be onsite as backup generator)
 - 1x 70kW diesel generator(Every generator must have one set of hardwired Camlok connectors and one set of #2 banded 5-wire female end cables installed to give us the option to connect two sets of Camlok cables. Set generators between 208V and 230V & 3-phase.)
- Additional power equipment like spider boxes, distro towers and cables may be needed. Specifics will be discussed with the purchaser during advancing.

Heavy Equipment

- The purchaser agrees to supply the following heavy equipment:
 - 1x 6k - 7k 42' shooting boom forklift (w/ 48" forks, standard width)
 - 1x 1100 - 1500lbs track skidsteer w/ pallet forks (we do not need the bucket)

Event Day Staff

- The purchaser agrees to provide 12 event staff for World's Biggest Bounce House during all times when the attraction is operational.



Event Operations

- The Purchaser is responsible for providing BBA with a session schedule & access plan for the World's Biggest Bounce House in an effort to not exceed capacity of 250.

THE GIANT ADDENDUM 2

The following addendum shall apply only to bookings of The Giant:

Venue requirements:

- Minimum 275ft x 100ft space needed for The Giant obstacle course. Please discuss measurements for bookings of other attractions.

Power

- Purchaser to supply the following generator power for the inflatable:
→ 3x 55kW diesel generator (2x to be used for the event and 1x to be onsite as backup generator)
(Every generator must have one set of hardwired Camlok connectors and one set of #2 banded 5-wire female end cables installed to give us the option to connect two sets of Camlok cables. Set generators between 208V and 230V & 3-phase.)
- Additional power equipment like spider boxes, distro towers and cables may be needed. Specifics will be discussed with the purchaser during advancing.

Heavy Equipment

- The purchaser agrees to supply the following heavy equipment:
→ 1x 6k - 7k 42' shooting boom forklift (w/ 48" forks, standard width)
→ 1x 1100 - 1500lbs track skidsteer w/ pallet forks (we do not need the bucket)

Event Day Staff

- The purchaser agrees to provide 12 event staff for The Giant during all times when the attraction is operational.

THE WORLD'S BIGGEST BOUNCE HOUSE & THE GIANT ADDENDUM 3

The following addendum shall apply to bookings of The World's Biggest Bounce House & The Giant:

Venue requirements:



- Minimum 240ft x 155ft space needed for World's Biggest Bounce House. Separately, a minimum 275ft x 100ft for The Giant obstacle course. With a combined footprint of 132,000 Square ft. Please discuss measurements for bookings of other attractions.

Power:

- Purchaser to supply the following generator power for the inflatables:
 - 2x 100kW diesel generator (1x to be used for the event and 1x to be onsite as backup generator)
 - 1x 70kW diesel generator
 - 2x 55kW diesel generator(Every generator must have one set of hardwired Camlok connectors and one set of #2 banded 5-wire female end cables installed to give us the option to connect two sets of Camlok cables. Set generators between 208V and 230V & 3-phase.)
- Additional power equipment like spider boxes, distro towers and cables may be needed. Specifics will be discussed with the purchaser during advancing.

Heavy Equipment

- The purchaser agrees to supply the following heavy equipment:
 - 1x 6k - 7k 42' shooting boom forklift (w/ 48" forks, standard width)
 - 1x 1100 - 1500lbs track skidsteer w/ pallet forks (we do not need the bucket)

Event Day Staff

- The purchaser agrees to provide 24 event staff, 12 event staff will be distributed to each The World's Biggest Bounce House and The Giant.

Event Operations

- The Purchaser is responsible for providing BBA with a session schedule & access plan for the World's Biggest Bounce House in an effort to not exceed capacity of 250.

The purchaser agrees to provide the above requirements in full.

Signed on behalf of the purchaser:



Printed name:

Company position:

Date signed:



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract for the Purchase of a Schwarze A4 Street Sweeper

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

Motion to approve the attached proposal from Carolina Industrial Equipment, LLC for the purchase of a Street Sweeper

Description/Background:

The Public Works Department seeks to replace the 2013 Freightliner VT-650 Johnston Street sweeper due to age and wear and tear on the sweeping equipment. The vehicle is used to clear debris from streets to keep our stormwater system from damming storm drains and clogging pipes. The equipment is also used for cleanup after events such as the 4th of July parade. The debris removed from the roadway are quantified each year and reported on our Phase II Stormwater permit.

The new street sweeper is a 2022 Schwarze A4 Storm Regenerative Air Sweeper with a 4.5 CU YD hopper. The sweeper is equipped with a rear view camera and 130 gallon water tank. The sweeper does not require a CDL to drive, has a smaller wheel base for better maneuverability in cul-de-sacs and tight areas, has a high dump feature to help with disposal compliance, and is outfitted with pressure washer and catch basin cleaner attachments. The sweeper operates on a regenerative air system, which blows debris into a chamber to prevent polluted air from being exhausted like a vacuum sweeper would.

The sweeper is available on the lot and will also come with complimentary employee training.

Recommendation:

Staff recommends approval of the attached purchase

Fiscal Impact:

The Town budgeted \$280,000 in the stormwater capital budget to replace the street sweeper. The street sweeper's total cost is \$245,714.12. The Town is utilizing the State Sheriff contract for the purchase of this new sweeper.

The existing street sweeper is intended to be surplus and based on current sales on GovDeals, we expect to surplus the current sweeper for approximately \$60,000.

The Town obtained three quotes with Carolina Industrial Equipment delivering the best price.

Attachments:

1. Carolina Industrial Equipment Quote CQ417632898



TOWN OF HARRISBURG

BRANDON WILHELM

Equipment Quote
June 21, 2023

Jeff Yoxtheimer
jeff@ciequipment.com
(704)307-7758



Prepared For
Brandon Wilhelm
Town of Harrisburg
5405 Harrisburg Industrial Park Drive
Harrisburg, NC 28075
bwilhelm@harrisburgnc.org
704-206-8797

Prepared By
Jeff Yoxtheimer
Charlotte, NC
jeff@cieequipment.com
(704)307-7758



QUOTE
No. CQ417632898
Date Prepared: June 21, 2023

Standard Features & Benefits

SW204T09 | SCHWARZE A4 STORM REGENERATIVE AIR SWEEPER, CUMMINS QSF 2.8, 74HP TIER IVF DIESEL [Qty: 1]

\$220,483.00

- WHISPERWHEEL CLOSED FACE RADIAL IMPELLER FAN, BALANCED ON BOTH SIDES
- 4.5 CU YD HOPPER; 3.0 CU YD USEABLE CAPACITY W/ 78" DUMP HEIGHT
- 12 SPRAY NOZZLES W/ MESH CLEANABLE FILTER & SHUTOFF VALVE
- VARIABLE SPEED GUTTER BROOMS W/ AUTOMATIC WEAR ADJUSTMENT
- 80" X 36" PICKUP HEAD WITH RUBBER BLAST ORIFICE
- AUXILLARY ENGINE CONSOLE W/ FULL COLOR DISPLAY
- 130 GALLON WATER TANK (OPTIONAL 197 GALLON)

- LEFT & RIGHT SIDE HOPPER INSPECTION DOORS
- CENTRIFUGAL 13,500 CU IN. DUST SEPERATOR
- TWO REAR LED FLASHING LIGHTS
- SWEEPS IN REVERSE
- REAR VIEW CAMERA
- 74HP CUMMINS DIESEL TIER 4 AUX ENGINE W/ 2 YEAR WARRANTY
- 1 YEAR WARRANTY ON SWEEPER BODY
- 2 YEAR WARRANTY ON AUXILLARY ENGINE
- 3 YEAR WARRANTY ON IMPELLER FAN
- 5 YEAR WARRANTY ON POWERBAND

CIE Pro Package Inclusions

- ISUZU NR254 17,950 '22 DUAL STEER
- GUTTER BROOM, DUAL

Selected Options

			Qty
SW204L69	HOPPER, HIGH STRENGTH STAINLESS STEEL ~LIFETIME WARRANTY~	\$ 10,764.00	1
SW204R66	HIGH PRESSURE WASH SYSTEM, WITH HOSE REEL, RH	\$ 7,910.00	1
SW203404	GUTTER BROOM, GEO DUAL	\$ 3,813.00	1
SW204Q88	SHROUD & SUPPRESSION MILD STEEL	\$ 2,607.00	1
SW204M49	GUTTER BROOM, TILT POWER DUAL	\$ 2,223.00	1
SW204S38	HOPPER, DUMP ASSIST SHAKER	\$ 2,030.00	1
SW204M58	DC BACKUP, HYDRAULIC	\$ 1,869.00	1
SW204M34	HAND HOSE, 6" STAINLESS STEEL	\$ 1,623.00	1
SW203817	TRAFFIC GUIDE ARROWBOARD	\$ 1,355.00	1
SW204Q66	ADDITIONAL 67 GALLON WATER TANK, REAR	\$ 1,221.00	1
SWA4SBFT	SPRAY BAR, FRONT	\$ 1,125.00	1
SW204A03	STROBE, CAB MOUNTED W/GUARD LED	\$ 985.00	1
SW204L82	HOPPER DELUGE	\$ 921.00	1
SW203G93	LOAD WEIGHT ALARM & INDICATOR	\$ 578.00	1
SW204R70	MIRROR 12" PARABOLIC, SET	\$ 557.00	1
SW203Q56	6"X4' HAND HOSE EXTENSION	\$ 536.00	1
SW203X82	CAMERA SYSTEM, DUAL (MUST LIST LOCATION OF 2ND CAMERA IN SPECIAL OPTIONS)	\$ 450.00	1
SW204Q11	SWEEPING HEAD DELUGE	\$ 348.00	1

Discounts / Trades

DISCOUNT	NCSA CONTRACT #24-08-0421	\$ (15,683.88)
----------	---------------------------	----------------

Machine [Qty: 1]: \$220,483.00
Options: \$ 40,915.00

Total: \$261,398.00
Discounts & Trades: \$(15,683.88)

Machine #1 Subtotal*

\$245,714.12

* This amount does not include any applicable sales tax.

- Lease payments subject to change & approved credit history.
 - Credit card payments subject to a convenience fee.
 - Terms: Net 10 with approved credit history.
 - Prices exclude any applicable taxes.
 - Freight is FOB destination.
 - **Quote expires 08/20/2023***.
- *Expiration date is subject to change in the event of a manufacturer price increase.

Machine 1 Total: \$245,714.12

Quote Subtotal

\$245,714.12

Notes: Stock unit available for immediate delivery after July. By signing this document we can reserve it for Town until official PO is released in July. Purchase also includes factory training in Huntsville, Alabama. Travel is not covered. Hotel and Meals are covered.

No Money Down | \$1 Buyout Finance Lease

Please check the box below for your desired payment

Lease Term (in months)	12	24	36	48	60	72	84
Monthly Payment	☐ \$21,966.84	☐ \$11,523.99	☐ \$7,764.57	☐ \$6,020.00	☐ \$4,988.00	☐ \$4,300.00	☐ \$3,833.14

- ☐ I have checked my lease selection above and would like to begin the approval process. *Rates are subject to credit approval.*
- ☐ I would like to purchase outright.

Print Name

Signature

Date



Regional HQ
4315 Taggart Creek Road
Charlotte, NC 28208





TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of the FY2024 Powell Bill Street Resurfacing Contract

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

Motion to award the attached contract to Ram Paving for the FY2024 Powell Bill Street Resurfacing

Description/Background:

Each year, the Town conducts street resurfacing to maintain the life and quality of the Town's transportation network. This project encompasses street resurfacing on Sequoia Hills Drive, School Avenue, Center Place Drive, Town Center Road, Kee Lane, a portion of Rocky River Crossing Road as well as a number of other streets in the Rocky River Crossing Subdivision. Streets were selected based on age and condition, with these streets being in the highest need of repair.

The project was competitively bid and the Town received four valid bids. Ram Pavement was the low bidder. The Town has worked with Ram in the past and work has been high quality.

Recommendation:

Staff recommends award of the attached contract, in the amount of \$645,089 to Ram Pavement for the Fall 2023 Street Resurfacing

Fiscal Impact:

The fiscal impact of this project is \$645,089. This project is primarily funded by the State's Powell Bill program, which provides financial assistance to municipalities for municipally-maintained streets. In FY2024, Powell Bill Funding will provide the Town with approximately \$560,000. In addition to the Powell Bill Funding, the Town received a \$35,600 Fee-in-Lieu-of contribution from the Shelby Woods Residential Development project, which will cover the paving of the portion of Rocky River Crossing Road. The remaining \$49,489 will be funded through the Town's M/R streets budget. This project was competitively bid under formal bidding requirements.

Attachments:

1. 2023 Fall Paving - Bid Tab - Final
2. Fall 2023 Paving - Final Contract
3. Fall 2023 - Paving Maps



Project 2023 Fall Resurfacing Project
Date Opened 7/25/2023 10:00

				Blythe Brothers		Reeves Construction		Ram Pavement		Blythe Construction	
Bid Item	Item Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	Lump Sum	\$ 35,500.00	\$ 35,500.00	\$ 27,000.00	\$ 27,000.00	\$ 20,672.00	\$ 20,672.00	\$ 36,000.00	\$ 36,000.00
2	Traffic Control	1	Lump Sum	\$ 31,225.00	\$ 31,225.00	\$ 100,000.00	\$ 100,000.00	\$ 18,787.50	\$ 18,787.50	\$ 42,000.00	\$ 42,000.00
3	Milling of Existing Pavement - 1 - 1/2"	41,447	SY	\$ 2.90	\$ 120,196.30	\$ 4.50	\$ 186,511.50	\$ 3.15	\$ 130,558.05	\$ 4.48	\$ 185,682.56
4	Tack Coat	2,487	GAL	\$ 3.25	\$ 8,082.75	\$ 3.50	\$ 8,704.50	\$ 3.50	\$ 8,704.50	\$ 3.50	\$ 8,704.50
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	41,447	SY	\$ 10.50	\$ 435,193.50	\$ 11.75	\$ 487,002.25	\$ 9.27	\$ 384,213.69	\$ 9.50	\$ 393,746.50
6	Thermoplastic Pavement Marking Stop Bars (90 mils)	22	EA	\$ 185.00	\$ 4,070.00	\$ 185.00	\$ 4,070.00	\$ 150.00	\$ 3,300.00	\$ 185.00	\$ 4,070.00
7	Thermoplastic Pavement Marking Crosswalk Keys (90 mils)	84	EA	\$ 165.00	\$ 13,860.00	\$ 165.00	\$ 13,860.00	\$ 275.00	\$ 23,100.00	\$ 165.00	\$ 13,860.00
8	Thermoplastic Pavement Marking Line (4" width, 90 mils)	5,592	LF	\$ 1.45	\$ 8,108.40	\$ 1.50	\$ 8,388.00	\$ 2.00	\$ 11,184.00	\$ 1.45	\$ 8,108.40
9	Thermoplastic Pavement Marking Symbols (90 mils)	3	EA	\$ 175.00	\$ 525.00	\$ 175.00	\$ 525.00	\$ 450.00	\$ 1,350.00	\$ 175.00	\$ 525.00
10	Incidental Patching	100	TON	\$ 225.00	\$ 22,500.00	\$ 433.50	\$ 43,350.00	\$ 125.00	\$ 12,500.00	\$ 390.00	\$ 39,000.00
Contract Price					\$ 679,260.95		\$ 879,411.25		\$ 614,369.74		\$ 731,696.96
5% Contingency					\$ 33,963.05		\$ 43,970.56		\$ 30,718.49		\$ 36,584.85
Total Contract Price					\$ 713,224.00		\$ 923,381.81		\$ 645,088.23		\$ 768,281.81

CONTRACT FOR 2023 FALL RESURFACING

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. This improvement project shall consist of milling approximately 2.41 miles of 2-lane road and parking stalls to a depth of 1.5" and resurfacing with 1.5" of surface course asphalt. The subject roads to be milled and paved are Rocky River Crossing Rd, Maplevue Pl, Hickory Hollow Ct, Pecan Valley Ct, Maple Leaf Ave, Mimosa Pl, The Meadows Ln, The Arbors Dr, Walnut Grove St, Sequoia Hills Dr, Kee Ln, Town Center Rd, Center Place Dr, and School Ave. Project also consists of restriping approximately 1.06 miles of 4" thermoplastic pavement markings, 22 thermoplastic stop bars, 84 thermoplastic crosswalk keys, and 3 thermoplastic pavement marking symbols. Project also consists of 100 tons of incidental patching, to be identified by the Town of Harrisburg at the time of the project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. The Work will be completed and ready for final payment on or before December 15, 2023.

3.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 3.01. Because such damages for delay would be

difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$200 for each day that expires after the Contract Time for final completion.

3.03 Delays in Contractor's Progress

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

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

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

Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price
1	Mobilization	1	LS	\$20,672.00	\$20,672.00
2	Traffic Control	1	LS	\$18,787.50	\$18,787.50
3	Milling of Existing Pavement - 1 - 1/2"	41,447	SY	\$3.15	\$130,588.05
4	Tack Coat	2,487	GAL	\$3.50	\$8,704.50
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	41,447	SY	\$9.27	\$384,213.69
6	Thermoplastic Pavement Marking Stop Bars (90 mils)	22	EA	\$150.00	\$3,300.00
7	Thermoplastic Pavement Marking Crosswalk Keys (90 mils)	84	EA	\$275.00	\$23,100.00
8	Thermoplastic Pavement Marking Line (4" width, 90 mils)	5,592	LF	\$2.00	\$11,184.00
9	Thermoplastic Pavement Marking Symbols (90 mils)	3	EA	\$450.00	\$1,350.00
10	Incidental Patching	100	TON	\$125.00	\$12,500.00
Contract Price					\$614,369.74
5% Contingency					\$30,718.49
Total Bid Price					\$645,088.23

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. The total contract price will be an extension of the payment per unit price and shall not exceed **\$645,088.23**. The contractor may add or delete from the bid quantities.

ARTICLE 5 - INSURANCE

5.01 Insurance

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

6.02 Other Work at the Site

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

6.03 Services, Materials, and Equipment

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

6.04 Subcontractors and Suppliers

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

6.05 Licenses, Fees and Permits

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

6.06 Laws and Regulations; Taxes

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

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

6.07 Safety and Protection

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

6.08 Warranties and Guarantees

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

6.09 Correction Period

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

6.10 Indemnification

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

Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

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

8.02 Change Orders

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

ARTICLE 9 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.01 Tests and Inspections

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

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

9.02 Defective Work

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

ARTICLE 10 - PAYMENTS TO CONTRACTOR

10.01 Applications for Payments:

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

10.02 Retainage

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

10.03 Review of Applications

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

10.04 Substantial Completion

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

10.05 Final Inspection

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

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

10.06 Final Payment

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

10.07 Waiver of Claims

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

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

11.01 Contractor Representations

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

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

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

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

OWNER: Town of Harrisburg, NC

CONTRACTOR: Ram Pavement Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Attn: Mallory Hodgson

4100 Main Street, Suite 101

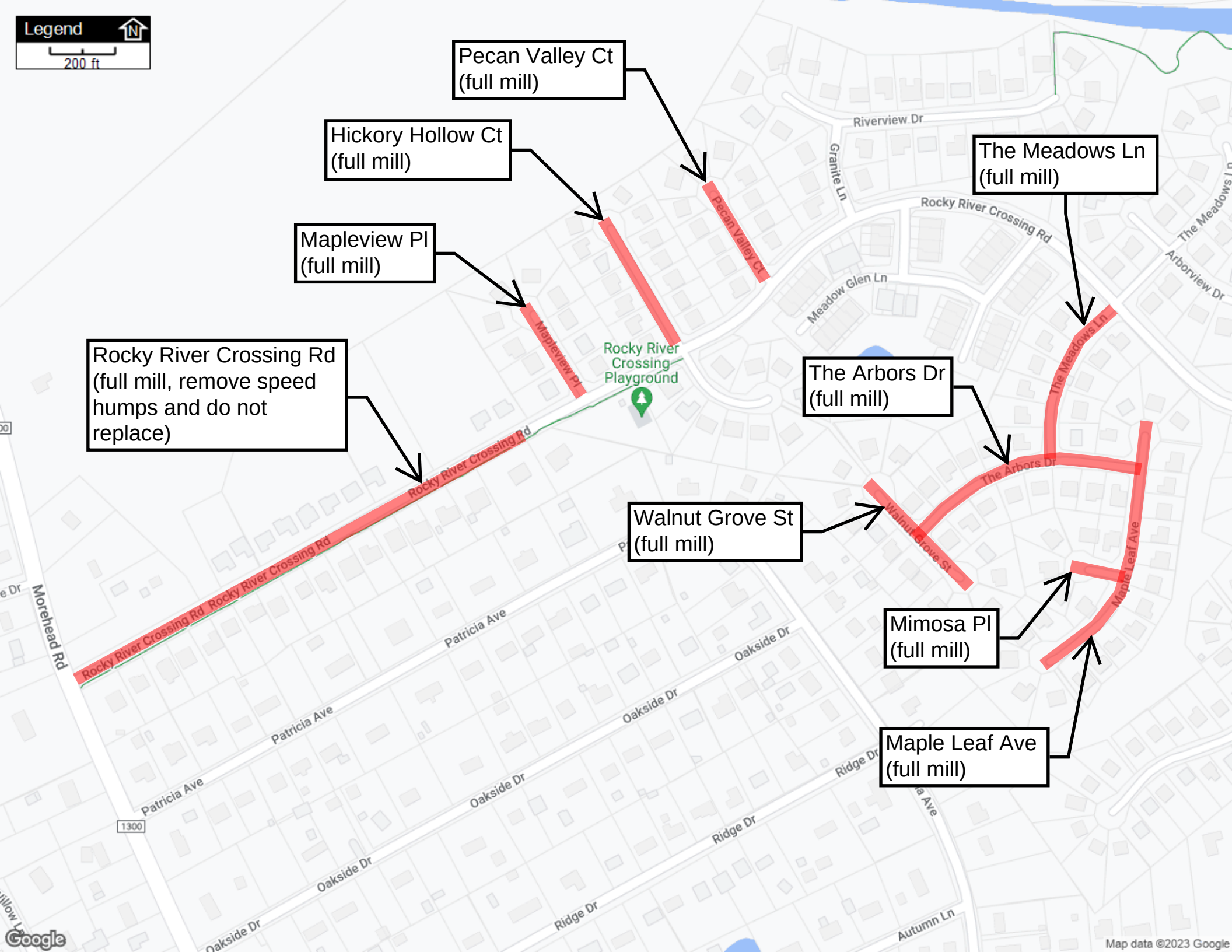
Harrisburg, NC 28075

License No.: _____
(where applicable)

Legend

200 ft

N



Legend

200 ft



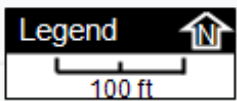
Center Place Dr
(full mill including
parking stalls)

Town Center Rd
(full mill including
parking stalls)

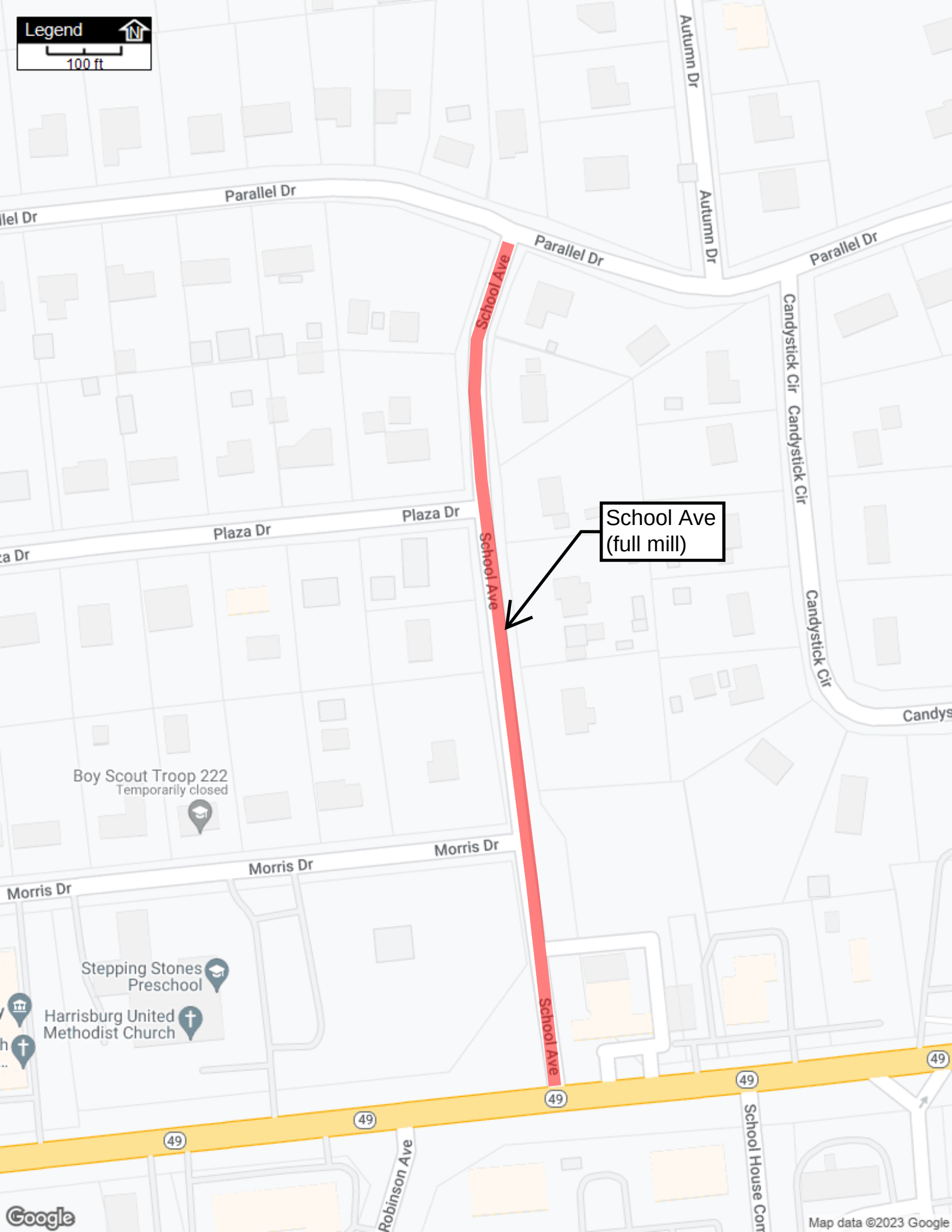
Town Center Rd
(full mill including
parking stalls)

Kee Ln
(full mill including
parking stalls)

Legend



100 ft



School Ave
(full mill)

Legend

100 ft



Sequoia Hills Dr
(full mill)

Sequoia Hills Dr
(full mill)



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of the FY2022-24 Waterline Upgrades Project Construction Contract

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

Motion to award the FY2022-24 Waterline Upgrades Project Construction Contract to Atlantic Coast Contractors, Inc. in the amount of \$896,024.23.

Description/Background:

The Town of Harrisburg's 20-Year CIP, completed in 2018, identified high priority waterline replacement areas. The Town has been following the CIP plan for replacement in areas of Town with aging infrastructure. The new waterline will add hydrants to improve fire protection along Starwood Drive. Construction of the new waterline will replace aging pipes, which will limit staff maintenance time for main breaks and leaks, and will help improve water quality and system reliability. The Cabarrus Woods water system was purchased from a private utility owner in 2012, however, this system was originally constructed in 1985. This project will bring the Cabarrus Woods water system into compliance with current Town construction standards.

The Town of Harrisburg bid the project with the original bid opening date of June 20, 2023. The Town only received two bids and elected not to open these bids and re-advertise. The re-advertisement was successful and resulted in the receipt of four qualified bids, which were received on July 11, 2023. Town Staff reviewed the bids and selected Atlantic Coast Contractors, Inc. as the lowest qualified bidder, for a contract total of \$896,024.23, which includes a 15% contingency.

Due to the Town purchasing this water system from a private utility and the subdivision not being an annexed part of the Town, Town Staff have a higher level of concern for unknown utility conflicts or issues that may arise during construction and believe that for this reason, a 15% contingency is necessary to solve problems as they arise.

Atlantic Coast Contractors, Inc. has demonstrated success on a Town utility project in the past and Town staff believe they have the ability to successfully complete this project.

Recommendation:

Staff recommends approval of the attached contract with Atlantic Coast Contractors, Inc.

Fiscal Impact:

The Fiscal Impact for this project to the Town is \$896,024.23. The construction portion of the authorized budget for this project is \$1,100,000 and staff is pleased to come in under budget with the additional contingency.

Attachments:

1. FY22 Water Line Replacement Bid Tab
2. 2023 0731_FY2022 WL Upgrades_Construction Contract



Project: FY22 Water Line Replacement
Bid Opening: Tuesday, July 11th at 10:00 AM
Town Contact Name: Clay Heath, P.E.
Town Contact Phone: (704) 770-6986
Town Contact Email: cheath@harrisburgnc.org

				State Utility Contractors, Inc.		Carolina Siteworks, Inc.		Propst Construction Company		Atlantic Coast Contractors, Inc.		Engineer's Estimate	
Bid Item	Item Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$ 46,000.00	\$ 46,000.00	\$ 5,797.10	\$ 5,797.10	\$ 50,000.00	\$ 50,000.00	\$ 22,500.00	\$ 22,500.00	\$ 11,400.00	\$ 11,400.00
2	10-inch C900 PVC Water Main	2,167	LF	\$ 275.00	\$ 595,925.00	\$ 105.00	\$ 227,535.00	\$ 300.00	\$ 650,100.00	\$ 125.00	\$ 270,875.00	\$ 44.00	\$ 95,348.00
2A	10-inch RJDIP Water Main	211	LF	\$ 175.00	\$ 36,925.00	\$ 137.00	\$ 28,907.00	\$ 350.00	\$ 73,850.00	\$ 181.00	\$ 38,191.00	\$ 55.00	\$ 11,605.00
3	6-inch C900 Water Main	199	LF	\$ 250.00	\$ 49,750.00	\$ 65.84	\$ 13,102.16	\$ 225.00	\$ 44,775.00	\$ 73.50	\$ 14,626.50	\$ 28.00	\$ 5,572.00
4	10-inch RJDIP Water Line w/ 24-inch Steel Encasement Bore and Jack (Within NCDOT R/W)	61	LF	\$ 2,300.00	\$ 140,300.00	\$ 1,744.31	\$ 106,402.91	\$ 1,000.00	\$ 61,000.00	\$ 665.00	\$ 40,565.00	\$ 428.00	\$ 26,108.00
5	6-inch RJDIP Water Line w/ 12.75-inch Steel Encasement Bore and Jack (Within NCDOT R/W)	199	LF	\$ 1,820.00	\$ 362,180.00	\$ 1,649.14	\$ 328,178.86	\$ 800.00	\$ 159,200.00	\$ 502.00	\$ 99,898.00	\$ 258.00	\$ 51,342.00
6	10-inch Gate Valve and Box	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 5,091.61	\$ 20,366.44	\$ 5,125.00	\$ 20,500.00	\$ 4,250.00	\$ 17,000.00	\$ 2,786.00	\$ 11,144.00
7	6-inch Gate Valve and Box	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 2,559.42	\$ 10,237.68	\$ 2,675.00	\$ 10,700.00	\$ 2,130.00	\$ 8,520.00	\$ 1,485.00	\$ 5,940.00
8	10"x10" Tapping Sleeve & Valve	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 11,295.65	\$ 11,295.65	\$ 17,150.00	\$ 17,150.00	\$ 15,800.00	\$ 15,800.00	\$ 6,456.00	\$ 6,456.00
9	10"x6" Tee	4	EA	\$ 2,200.00	\$ 8,800.00	\$ 1,966.19	\$ 7,864.76	\$ 2,500.00	\$ 10,000.00	\$ 1,042.00	\$ 4,168.00	\$ 6,456.00	\$ 25,824.00
10	2"x2" Tapping Saddle & Corportation Stop	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 724.64	\$ 2,173.92	\$ 2,275.00	\$ 6,825.00	\$ 2,025.00	\$ 6,075.00	\$ 1,500.00	\$ 4,500.00
11	Fire Hydrant Assembly	6	EA	\$ 10,800.00	\$ 64,800.00	\$ 10,197.77	\$ 61,186.62	\$ 9,875.00	\$ 59,250.00	\$ 9,025.00	\$ 54,150.00	\$ 5,178.00	\$ 31,068.00
12	2" Manual Blow Off Assembly	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 2,501.38	\$ 7,504.14	\$ 3,000.00	\$ 9,000.00	\$ 2,955.00	\$ 8,865.00	\$ 2,000.00	\$ 6,000.00
13	3/4" Short Side Water Service and Reconnection	20	EA	\$ 2,600.00	\$ 52,000.00	\$ 1,745.51	\$ 34,910.20	\$ 2,500.00	\$ 50,000.00	\$ 2,100.00	\$ 42,000.00	\$ 1,505.00	\$ 30,100.00
14	3/4" Long Side Water Service and Reconnection	8	EA	\$ 4,500.00	\$ 36,000.00	\$ 2,076.03	\$ 16,608.24	\$ 3,000.00	\$ 24,000.00	\$ 2,700.00	\$ 21,600.00	\$ 2,120.00	\$ 16,960.00
15	Connect new 6" Water System to Existing 10" Water System	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 6,785.51	\$ 6,785.51	\$ 15,000.00	\$ 15,000.00	\$ 6,150.00	\$ 6,150.00	\$ 2,120.00	\$ 2,120.00
16	Connect to Existing 6" Main	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 7,971.01	\$ 7,971.01	\$ 13,500.00	\$ 13,500.00	\$ 10,750.00	\$ 10,750.00	\$ 2,800.00	\$ 2,800.00
17	Rock Excavation	20	CY	\$ 350.00	\$ 7,000.00	\$ 108.70	\$ 2,174.00	\$ 200.00	\$ 4,000.00	\$ 310.00	\$ 6,200.00	\$ 100.00	\$ 2,000.00
18	Concrete Pavement Repair	260	SY	\$ 160.00	\$ 41,600.00	\$ 147.19	\$ 38,269.40	\$ 225.00	\$ 58,500.00	\$ 175.00	\$ 45,500.00	\$ 80.00	\$ 20,800.00
19	Gravel Drive Repair	36	SY	\$ 50.00	\$ 1,800.00	\$ 92.75	\$ 3,339.00	\$ 80.00	\$ 2,880.00	\$ 50.50	\$ 1,818.00	\$ 40.00	\$ 1,440.00
20	Erosion Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 21,914.49	\$ 21,914.49	\$ 95,000.00	\$ 95,000.00	\$ 38,500.00	\$ 38,500.00	\$ 7,000.00	\$ 7,000.00
21	Tree Removal	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 2,173.91	\$ 8,695.64	\$ 5,000.00	\$ 20,000.00	\$ 1,350.00	\$ 5,400.00	\$ 3,773.00	\$ 15,092.00
Contract Price					\$ 1,548,080.00		\$ 971,219.73		\$ 1,455,230.00		\$ 779,151.50		\$ 390,619.00
Contingency				15%	\$ 232,212.00		\$ 145,682.96		\$ 218,284.50		\$ 116,872.73		\$ 58,592.85
Total Contract Price					\$ 1,780,292.00		\$ 1,116,902.69		\$ 1,673,514.50		\$ 896,024.23		\$ 449,211.85

AGREEMENT

THIS AGREEMENT is by and between The Town of Harrisburg ("Owner") and
Atlantic Coast Contractors, inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: FY2022 Waterline Upgrades Project.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
- A. 2,203-LF 10" Water Line
 - B. 570-LF 6" Water Line
 - C. 6 Fire Hydrant Assemblies
 - D. Including Existing Water Line Abandonment, Service Reconnections, Appurtenances, Site Work, Traffic Control, and Erosion Control

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by The Wooten Company, 300 S. Main Street, Lower Level, Winston-Salem, North Carolina 27101.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Days to Achieve Completion and Final Payment*
- A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in this Agreement and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty),

Contractor shall pay Owner \$750 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the Owner, Contractor shall pay Owner \$750 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

All Work, at the prices stated in Contractor's Bid, is attached hereto as an exhibit. Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities): \$896,024.23, Inclusive of a 15% contingency added to the bid price of \$779,151.50.

The use of contingency is at the Owner's discretion. The Contractor shall not complete any work to utilize the contingency unless prior authorization from the Owner has been provided.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.
 - a. 95% of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by the Owner, if the Contractor has provided a written request to reduce the retainage along with a consent of its surety to the Owner, and if the character and progress of the Work have been satisfactory to Owner, Owner, may determine that as long as the character and progress of the Work remains satisfactory to the,. There will be no additional retainage on account of Work subsequently completed so that the retainage at the end of the project will be equal to 2.5%; and

- b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 14.02.B.5 of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate 8 percent per annum in accordance with North Carolina General Statute 24-1.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and other related data identified in the Bidding Documents/
 - B. Contractor has visited the Site, 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.
 - C. Contractor is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions, as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. 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 (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. 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 Documents.

- G. 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.
- H. 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Addenda 00490 (pages 00490-1 to 00490-9)
 - 2. This Agreement (pages 00520-1 to 00520-7).
 - 3. Performance bond (pages 00610-1 to 00610-2).
 - 4. Payment bond (pages 00615-1 to 00615-2).
 - 5. Certificate of Insurance (page 00620-1)
 - 6. General Conditions (pages 00700-1 to 00700-62).
 - 7. Supplementary Conditions (pages 00800-1 to 00800-9, inclusive).
 - 8. Specifications as listed in the table of contents (pages 00010-1 to 00010-2) of the Project Manual.
 - 9. Drawings consisting of sheets numbered C-0.01 through C2.02 and are not attached to this Agreement, with each sheet bearing the following general title: FY2022 Waterline Upgrades.
 - 10. Exhibits to this Agreement as follows:
 - a. Contractor's Bid (pages 1 to 18, inclusive).
 - b. Notice of Award (pages 00510-1)
 - c. Documentation submitted by Contractor prior to Notice of Award
 - 11. 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 (pages 00550-1)
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *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. For the purposes of this Paragraph 10.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Address for giving notices:

Address for giving notices:

P.O. Box 100

Harrisburg, NC 28075

License No.: _____
(where applicable)

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

Date

Finance Officer



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of the NCDEQ ARP Water Asset Inventory Assessment Grant Resolution

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

If approved, Motion to execute the attached ARP Water Asset Inventory and Assessment Grant Offer and Acceptance Document and the associated Resolution to accept offer

Description/Background:

In the Fall of 2022, the Town of Harrisburg was the recipient of American Rescue Plan (ARP) Funding from the State Fiscal Recovery Fund (SFRF) in the amount of \$240,000 for a Water Asset Inventory and Assessment (AIA) Study. Projects funded from the SFRF must meet applicable federal law and guidance for the ARP Funds. Staff submitted a project scope that was reviewed and approved by NCDEQ. The scope of the grant will cover project management and administration, project initiation and record requests, water system assessment and GIS collection, and Capital Improvement Plan (CIP) development. The Town recently entered into a contract with consulting firm Black and Veatch, which coincides with the scope coverage of this grant. The encumbered contract is eligible for reimbursement through this grant.

Recommendation:

Staff recommends approval of the attached resolution and agreement

Fiscal Impact:

The fiscal impact of this resolution and agreement will provide the Town with an additional \$240,000 of funding for water asset inventory assessment services covered under the NCDEQ approved scope.

Attachments:

1. Award Letter
2. Grant Acceptance ARP-0153-GO-230627
3. Resolution

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

June 27, 2023

The Honorable Jennifer Teague, Mayor
Town of Harrisburg
PO Box 100
Harrisburg, NC 28075

SUBJECT: Offer & Acceptance for American Rescue
Plan Funding
Town of Harrisburg
Harrisburg Water AIA
Project No. AIA-D-ARP-0153
UEID No. VESYGKLAKV88

Dear Mayor Teague:

The Town of Harrisburg has been approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **\$240,000** for an Asset Inventory and Assessment (AIA) study. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180/S.L. 2022-74 must meet applicable federal law and guidance for the ARP funds.

Enclosed are two (2) copies of an offer-and-acceptance document, extending ARP funding in the amount of \$240,000. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, via email at Pam.Whitley@deq.nc.gov, or via mail at Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

1. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**
2. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein.
3. Sales Tax Certification, if applicable (attached).
4. ARPA Engineering Services Procurement Certification (attached).
5. One (1) copy of all executed service agreements and/or contracts.



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

All work associated with this project must be completed within 24 months of the date of this letter.

Once the subject project has commenced, the enclosed “reimbursement request form” must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed. Additional information and template forms can be found on DWI’s website under the “I Have Funding – Construction and Reimbursement” page. Reimbursement requests should be sent to Christyn Fertenbaugh, PE, your Viable Utility Unit Project Manager, at the address noted.

As a reminder, a memorandum requesting your federal identification number was included with the Letter of Intent to Fund. You must complete and submit this no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Christyn Fertenbaugh, PE at christyn.fertenbaugh@deq.nc.gov or 919-707-9174.

Sincerely,

DocuSigned by:

Victor D'Amato

52CD62E9DA6B44F...

Victor A. D'Amato, PE

Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)
Resolution by Applicant’s Governing Body to Accept an Offer of Funding
Sales-Tax Certification Form
ARPA Engineering Services Procurement Certification
Reimbursement Request Form

CC: The Honorable Jennifer Teague, Mayor (jteague@harrisburgnc.org)
Mallory Hodgson, PE, Town of Harrisburg (mhodgson@harrisburgnc.org)
Jennifer House (via email)
DWI Administrative Unit (via email)
Christyn Fertenbaugh, PE (via email)
Matthew Rushing, EI (via email)
FILE: ARPA Project File (**COM_LOX**)



**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Town of Harrisburg
PO Box 100
Harrisburg, NC 28075

Project Number: AIA-D-ARP-0153

Recipient's UEID#: VESYGKLAKV88

Drinking Water ☒	Wastewater ☐	Both ☐	Total Grant Offered
Distressed ☐	Not Distressed ☒		
ARPA Training Grant ☐			
ARPA Asset Inventory & Assessment Grant (AIA) ☒			\$ 240,000
ARPA Merger/Regionalization Feasibility Grant (MRF) ☐			

Project Description:

Total Financial Assistance Offer:

\$ 240,000

Harrisburg Water AIA

**ARP-funded projects are exempt from both the grant fee and match requirements.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

DocuSigned by: <u>Victor D'Amato</u> -----52CD62E9DA6844F... Signature	Signed on behalf of Shadi Eskaf	6/27/2023 ----- Date
---	---------------------------------	----------------------------

On Behalf of (Applicant):

Name of Representative in Resolution:

Title (Type or Print):

Town of Harrisburg

The Honorable Jennifer Teague

Mayor

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

----- Signature	----- Date
--------------------	---------------

STANDARD CONDITIONS FOR ARP GRANTS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Recipient shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants, and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARP-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt Recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARP that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

STANDARD ASSURANCES FOR AIA GRANTS

- 1. The Recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
- 2. The Recipient is responsible for paying for ineligible project costs as determined by the Division.
- 3. The Recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
- 4. All ARP funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Recipient's compliance with the Standard Conditions and Assurances of this Award. The Recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute. Requests for reimbursement must be made using the Division's reimbursement form.
- 5. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. **The Recipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the Recipient is expected to uphold its contract obligations regarding timely payment.
- 6. The Recipient must provide summaries of project progress every other month during the project or as otherwise directed by the Division.
- 7. The Recipient must provide a digital copy of the final report in a universally readable format. If a project includes updating or developing a GIS database or shapefiles, at a minimum the current utility service boundaries must be provided as a polygon shapefile, including any service gaps within the boundary.
- 8. The Recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
- 9. The Recipient must provide approved minutes or a resolution confirming the final report has been presented to the recipient's governing board.
- 10. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Assurance Nos. 7, 8, and 9. After receipt of this documentation, the final reimbursement request will be processed.

Acknowledgement of Standard Conditions and Assurances

The Recipient hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

**RESOLUTION BY GOVERNING BODY OF RECIPIENT
for Acceptance of AIA-D-ARP-0153**

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$240,000 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

WHEREAS, the The Town of Harrisburg (the Town) intends to perform said project in accordance with the agreed scope of work,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR OF THE TOWN OF
HARRISBURG**

That the Town does hereby accept the American Rescue Plan (ARP) offer of \$240,000.

That the Town does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Mallory Hodgson, Public Works Director, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 14 of August, 2023 at the Town of Harrisburg, North Carolina.

Jennifer Teague, Mayor

August 14, 2023



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of the NCDEQ ARP Wastewater Asset Inventory Assessment Grant Resolution

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

Motion to execute the attached ARP Wastewater Asset Inventory and Assessment Grant Offer and Acceptance Document and the associated Resolution to accept offer

Description/Background:

In the Fall of 2022, the Town of Harrisburg was the recipient of American Rescue Plan (ARP) Funding from the State Fiscal Recovery Fund (SFRF) in the amount of \$160,000 for a Wastewater Asset Inventory and Assessment (AIA) Study. Projects funded from the SFRF must meet applicable federal law and guidance for the ARP Funds. Staff submitted a project scope that was reviewed and approved by NCDEQ. The scope of the grant will cover project management and administration, project initiation and record requests, wastewater system assessment and GIS collection, and Capital Improvement Plan (CIP) development. The Town recently entered a contract with consulting firm Black and Veatch, which coincides with the scope coverage of this grant. The encumbered contract is eligible for reimbursement through this grant.

Recommendation:

Staff recommends approval of the Resolution to accept the ARP grant.

Fiscal Impact:

The fiscal impact of this resolution and agreement will provide the Town with an additional \$160,000 of funding for wastewater asset inventory assessment services covered under the NCDEQ approved scope.

Attachments:

1. Award Letter
2. Acceptance Form ARP-0154_GO_230627
3. Resolution

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

June 27, 2023

The Honorable Jennifer Teague, Mayor
Town of Harrisburg
PO Box 100
Harrisburg, NC 28075

SUBJECT: Offer & Acceptance for American Rescue
Plan Funding
Town of Harrisburg
Harrisburg Wastewater AIA
Project No. AIA-W-ARP-0154
UEID No. VESYGKLAKV88

Dear Mayor Teague:

The Town of Harrisburg has been approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **\$160,000** for an Asset Inventory and Assessment (AIA) study. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180/S.L. 2022-74 must meet applicable federal law and guidance for the ARP funds.

Enclosed are two (2) copies of an offer-and-acceptance document, extending ARP funding in the amount of \$160,000. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, via email at Pam.Whitley@deq.nc.gov, or via mail at Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

1. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**
2. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein.
3. Sales Tax Certification, if applicable (attached).
4. ARPA Engineering Services Procurement Certification (attached).
5. One (1) copy of all executed service agreements and/or contracts.



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

All work associated with this project must be completed within 24 months of the date of this letter.

Once the subject project has commenced, the enclosed “reimbursement request form” must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed. Additional information and template forms can be found on DWI’s website under the “I Have Funding – Construction and Reimbursement” page. Reimbursement requests should be sent to Christyn Fertenbaugh, PE, your Viable Utility Unit Project Manager, at the address noted.

As a reminder, a memorandum requesting your federal identification number was included with the Letter of Intent to Fund. You must complete and submit this no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Christyn Fertenbaugh, PE at christyn.fertenbaugh@deq.nc.gov or 919-707-9174.

Sincerely,

DocuSigned by:
Victor D'Amato
52CD62E9DA6B44F...
Victor A. D'Amato, PE
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)
Resolution by Applicant’s Governing Body to Accept an Offer of Funding
Sales-Tax Certification Form
ARPA Engineering Services Procurement Certification
Reimbursement Request Form

CC: The Honorable Jennifer Teague, Mayor (jteague@harrisburgnc.org)
Mallory Hodgson, PE, Town of Harrisburg (mhodgson@harrisburgnc.org)
Jennifer House (via email)
DWI Administrative Unit (via email)
Christyn Fertenbaugh, PE (via email)
Matthew Rushing, EI (via email)
FILE: ARPA Project File (**COM_LOX**)



STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

Legal Name and Address of Award Recipient	Project Number:	AIA-W-ARP-0154
Town of Harrisburg	Recipient's UEID#:	VESYGKLAKV88
PO Box 100		
Harrisburg, NC 28075		

Drinking Water ☐	Wastewater ☒	Both ☐	Total Grant Offered
Distressed ☐	Not Distressed ☒		
ARPA Training Grant	☐		
ARPA Asset Inventory & Assessment Grant (AIA)	☒		\$ 160,000
ARPA Merger/Regionalization Feasibility Grant (MRF)	☐		

Project Description:	Total Financial Assistance Offer:	\$ 160,000
Harrisburg Wastewater AIA		

**ARP-funded projects are exempt from both the grant fee and match requirements.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:	Shadi Eskaf, Director, Division of Water Infrastructure North Carolina Department of Environmental Quality
DocuSigned by: Victor D'Amato 82CD62E9DA6B44F...	Signed on behalf of Shadi Eskaf 6/27/2023
Signature	Date

On Behalf of (Applicant):	Town of Harrisburg
Name of Representative in Resolution:	The Honorable Jennifer Teague
Title (Type or Print):	Mayor

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature	Date
-----------	------

STANDARD CONDITIONS FOR ARP GRANTS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Recipient shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants, and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARP-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt Recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARP that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

STANDARD ASSURANCES FOR AIA GRANTS

1. The Recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
2. The Recipient is responsible for paying for ineligible project costs as determined by the Division.
3. The Recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
4. All ARP funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Recipient's compliance with the Standard Conditions and Assurances of this Award. The Recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute. Requests for reimbursement must be made using the Division's reimbursement form.
5. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. **The Recipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the Recipient is expected to uphold its contract obligations regarding timely payment.
6. The Recipient must provide summaries of project progress every other month during the project or as otherwise directed by the Division.
7. The Recipient must provide a digital copy of the final report in a universally readable format. If a project includes updating or developing a GIS database or shapefiles, at a minimum the current utility service boundaries must be provided as a polygon shapefile, including any service gaps within the boundary.
8. The Recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
9. The Recipient must provide approved minutes or a resolution confirming the final report has been presented to the recipient's governing board.
10. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Assurance Nos. 7, 8, and 9. After receipt of this documentation, the final reimbursement request will be processed.

Acknowledgement of Standard Conditions and Assurances

The Recipient hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

**RESOLUTION BY GOVERNING BODY OF RECIPIENT
for Acceptance of AIA-W-ARP-0154**

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$160,000 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

WHEREAS, the The Town of Harrisburg (the Town) intends to perform said project in accordance with the agreed scope of work,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR OF THE TOWN OF
HARRISBURG**

That the Town does hereby accept the American Rescue Plan (ARP) offer of \$160,000.

That the Town does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Mallory Hodgson, Public Works Director, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 14 of August, 2023 at the Town of Harrisburg, North Carolina.

Jennifer Teague, Mayor

August 14, 2023



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of the Wellington Ln Culvert Replacement Construction Contract and related FY2024 Budget Ordinance Amendments

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

Motion to award the Wellington Lane Culvert Replacement Construction Contract to GreenWater Development, Inc. in the amount of \$129,986.69 and to approve the related FY2024 Budget Ordinance Amendments.

Description/Background:

In the late spring of 2023, a work order was placed with Public Works for road repair near the dead end of Wellington Lane in the Huntwick subdivision. Upon further investigation by Town Staff, it was determined that an existing 72-inch corrugated metal culvert for Fuda Creek under Wellington Ln was failing in several locations. The pipe failure was stabilized so no further pipe or road failure would occur in the short term, while a design and construction project was prepared in-house by Town Staff. This construction project will replace the culvert in its entirety while maintaining access for the residents at the end of Wellington Ln.

The Town of Harrisburg bid the project with a bid opening date of May 4, 2023, and the advertisement resulted in the receipt of three qualified bids. Town Staff reviewed these bids and selected Greenwater Development, Inc. as the lowest qualified bidder, for a contract total of \$129,986.69 which includes a 10% contingency.

GreenWater Development has recently completed a project of similar scope for the Town in FY2023 and Town Staff believe they have the ability to successfully complete this project as well.

Recommendation:

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

Fiscal Impact:

The Fiscal Impact for this project to the Town is \$129,986.69. This project is not in the current Capital Improvement Plan as it is an emergency repair/upgrade. As this project replaces the old infrastructure completely and substantially extends the useful life of the storm pipe for that area, it is considered a capital purchase. As such, it is funded by the Capital Reserve Fund - Storm Water Fund, which began the fiscal year with approximately \$1.9M.

Attachments:

1. Wellington Ln SW Replacement - Bid Tab
2. Amendment - SWF Wellington Lane 08142023
3. Amendment - CRF-SW Wellington Lane 08142023
4. 2023 0731_Wellington Ln Culvert Repair_Construction Contract



Project Wellington Ln Stormwater Replacement

				Carolina Siteworks, Inc.		GreenWater Development, Inc.		North State Water and Sewer, Inc.	
Bid Item	Item Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization (5%)	1	LS	\$ 7,692.31	\$ 7,692.31	\$ 5,627.00	\$ 5,627.00	\$ 10,000.00	\$ 10,000.00
2	Traffic Control	1	LS	\$ 37,307.69	\$ 37,307.69	\$ 16,336.25	\$ 16,336.25	\$ 10,000.00	\$ 10,000.00
3	Aggregate Base Course	114	TN	\$ 49.23	\$ 5,612.22	\$ 73.00	\$ 8,322.00	\$ 80.00	\$ 9,120.00
4	72" R.C. Pipe Culverts, Class III	60	LF	\$ 1,248.91	\$ 74,934.60	\$ 1,304.61	\$ 78,276.60	\$ 1,400.00	\$ 84,000.00
5	Asphalt Concrete Surface Course, Type S 9.5 C	5	TN	\$ 538.46	\$ 2,692.30	\$ 512.00	\$ 2,560.00	\$ 600.00	\$ 3,000.00
6	Temporary Bypass Pumping	1	LS	\$ 188,915.00	\$ 188,915.00	\$ 4,800.00	\$ 4,800.00	\$ 12,000.00	\$ 12,000.00
7	Seeding and Stabilization	1	LS	\$ 4,615.38	\$ 4,615.38	\$ 2,248.00	\$ 2,248.00	\$ 2,000.00	\$ 2,000.00
Contract Price					\$ 321,769.50		\$ 118,169.85		\$ 130,120.00
10% Contingency					\$ 32,176.95		\$ 11,816.99		\$ 13,012.00
Total Contract Price					\$ 353,946.45		\$ 129,986.84		\$ 143,132.00



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 Storm Water Fund to account for the Wellington Lane Storm Water Upgrade Project.

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

Increase line item 401-7000-57103	\$ 130,000
Capital Outlay	
2024-7000-002	

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

Increase line item 401-49555	\$ 130,000
Transfers In – Capital Reserve Fund – Storm Water 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 14th day of August, 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 – Storm Water to account for the Wellington Lane Storm Water Upgrade Project.

Section 2. To amend the Capital Reserve Fund – Storm Water, the appropriations are to be changed as follows:

Increase line item 750-8500-59110	\$ 130,000
Transfers Out – Storm Water Fund	

Section 3. To amend the Capital Reserve Fund – Storm Water, the revenues are to be changed as follows:

Increase line item 750-48599	\$ 130,000
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 14th day of August, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

CONTRACT FOR CONSTRUCTION OF WELLINGTON LN CULVERT REPLACEMENT

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. 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:

Replacement of the existing culver crossing underneath Wellington Ln, including:

- 1. Installation of approximately 60 LF of 72" R.C. Pipe Culver, Class III
- 2. Excavation and removal of approximately 60 LF of existing pipe in preparation for new pipe installation
- 3. Installation of approximately 5 TN of asphalt concrete surface course, Type S 9.5 C

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

2.02 Contract Documents Defined

NOTES TO USER: If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items as necessary.

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.

4. Specifications listed in the Bid Proposal Form.
5. Site Plan and Associated Details.
6. 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 - ENGINEER

3.01 Engineer

- A. The terms "Engineer" and "Owner" are used interchangeably throughout this document.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed within **30** days after Notice to Proceed and completed and ready for final payment within **45** days after the Notice to Proceed.

4.02 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 **\$200** for each day that expires after the Contract Time for substantial completion.
- B. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the Owner, Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.01 above for completion and readiness for final payment until the Work is completed and ready for final payment.

4.03 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 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:
- B. The use of contingency is at the Owner's discretion. The Contractor shall not complete any work to utilize the contingency unless prior authorization from the Owner has been provided.



Project Wellington Ln Stormwater Replacement

Firm, Corporation or Individual:

Address:

Telephone Number:

Bid Form

Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization (5%)	1	LS	\$ 5627.00	\$ 5627.00
2	Traffic Control	1	LS	\$ 16,336.25	\$ 16,336.25
3	Aggregate Base Course	114	TN	\$ 73.00	\$ 8322.00
4	72" R.C. Pipe Culverts, Class III	60	LF	\$ 1304.61	\$ 78,276.47
5	Asphalt Concrete Surface Course, Type S 9.5 C	5	TN	\$ 512.00	\$ 2560.00
6	Temporary Bypass Pumping	1	LS	\$ 4800.00	\$ 4800.00
7	Seeding and Stabilization	1	LS	\$ 2248.00	\$ 2248.00
	Construction Subtotal				\$ 118,169.72
	Contingency	10	%		\$ 11,816.97
	Total				\$ 129,986.69

ARTICLE 6 - INSURANCE

Insurance

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

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 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.

7.02 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.

7.03 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.

7.04 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.

7.05 Quality Management

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

7.06 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.

7.07 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.

7.08 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.

7.09 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.

7.10 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 Engineer 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. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer'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 Engineer 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 Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 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. Engineer and its officers, directors, members,

partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 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.

7.13 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 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 8 - OWNER'S RESPONSIBILITIES

8.01 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.
- G. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

- H. Owner will make visits to the Site at intervals appropriate to the various stages of construction. Owner will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

ARTICLE 9 - CHANGES IN THE WORK

9.01 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.

9.02 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
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

ARTICLE 10 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

10.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 11 - CLAIMS AND DISPUTE RESOLUTION

11.01 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 12 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

12.01 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 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.

12.02 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 13 - PAYMENTS TO CONTRACTOR

13.01 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.

13.02 Retainage

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

13.03 Review of Applications

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

13.04 Substantial Completion

- A. The Contractor shall notify Owner in writing that the Work is substantially complete and request the Owner issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner an initial draft of punch list items to be completed or corrected before final payment.

13.05 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.

13.06 Final Payment

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

13.07 Waiver of Claims

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

ARTICLE 14 - SUSPENSION OF WORK AND TERMINATION

14.01 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.

14.02 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.

14.03 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.

14.04 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 15 - CONTRACTOR'S REPRESENTATIONS

15.01 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 16 - MISCELLANEOUS

16.01 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.

16.02 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.

16.03 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.

16.04 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.

16.05 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.

16.06 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:

CONTRACTOR:

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:

Attn: Clay Heath

P.O. Box 100

Harrisburg, NC 28075

License No.: _____
(where applicable)

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

Date

Finance Officer



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of contract for I.T. Systems Server Backup & Disaster Recovery Project

Presenting Personnel:

James Mahoney, Information Systems Director

Suggested Motion or Action:

Motion to approve contract for approximately \$63,000 with Kaseya for I.T. Systems Server Backup and Disaster Recovery Project.

Description/Background:

- We are currently ending the 4th year with our 8016 model appliance. Last year saw our initial 3 year support and maintenance expire. Our renewal on maintenance was at a far greater cost than expected, due to the manufacturer's hardware warranty having expired. Cost was \$18,400 for a single year.
- After meeting with a Unitrends engineer & calculating current storage and projected growth, this proposal moves us to the 9016 device model, rather than the 9032 model which was quoted at over \$88,000 back in March.
- This proposal includes an increase in our Forever Cloud storage, to accommodate the growth we've seen and expect to see. The removal of Exchange backups at the time of the Office 365 migration has been accounted for.
- This proposal includes the Draas (Disaster Recovery As A Service), which we currently have in place, allowing us to run four servers in their environment if we are unable to run a system at any of our facilities.
- This will be a 3-year agreement, which includes a non-appropriations clause for years two and three
- The cost will be \$62,666.25, which falls \$27,000 below the project's budget of \$90,000.

Recommendation:

Staff recommends approval of the contract as presented.

Fiscal Impact:

The fiscal impact to the Town is an expenditure of approximately \$63,000 over three years for server backup and disaster recovery. The capital authorization in the FY2024 Budget Ordinance provided \$90,000 for this project.

Attachments:

1. 8.7.2023_BackupAndDisasterRecoveryProjectQuote_Unitrends.Kaseya

Prepared By: David Garcia
Date: 31-Jul-2023
Quote Valid Until: 11-Aug-2023
Payment Terms: Upon Receipt

Bill To:
James Mahoney
Town of Harrisburg
4100 Main Street, Suite 101
Harrisburg, NC 28075
United States

Ship To:
James Mahoney
Town of Harrisburg
4100 Main Street, Suite 101
Harrisburg, NC 28075
United States

Free										Start Date: 01-Aug-2023
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
CL-DRAAS-STD-A	DRaaS Standard Annual Subscription Per Instance Annual Subscription	Annual	01-Aug-2023-31-Aug-2023	700.00	100%	0.00	4	0.00	.0833 Years	0.00
Description: DRaaS Standard Annual Subscription (Per Instance) - Annual Subscription Ship To: James Mahoney										
FC-IRCCaS-500-A	Forever Cloud 500GB Infinite Retention Annual Subscription	Annual	01-Aug-2023-31-Aug-2023	1,187.00	100%	0.00	16	0.00	.0833 Years	0.00
Description: Forever Cloud 500GB -Infinite Retention - Annual Subscription Ship To: James Mahoney										
SubTotal:										USD 0.00

Free Recovery 9016S Appl Bndl w/ Unitrends Entpse Plus & Platinum Suppo										Start Date: 01-Aug-2023
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
RS-9016SPL-A	Support Component Model 9016S Recvry Appl Bndl Annual Subscriptio	Annual	01-Aug-2023-31-Aug-2023	8,377.00	100%	0.00	1	0.00	.0833 Years	0.00
Description: Support Component for Model 9016S Recovery Appliance Bundle - Annual Subscription Ship To: James Mahoney										
SubTotal:										USD 0.00

Custom										Start Date: 01-Sep-2023
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
CL-DRAAS-STD-A	DRaaS Standard Annual Subscription Per Instance Annual Subscription	Annual	01-Sep-2023-30-Jun-2026	700.00	15%	595.00	4	2,380.00	2.8333 Years	6,743.33
Description: DRaaS Standard Annual Subscription (Per Instance) - Annual Subscription Ship To: James Mahoney										
FC-IRCCaS-500-A	Forever Cloud 500GB Infinite Retention Annual Subscription	Annual	01-Sep-2023-30-Jun-2026	1,187.00	35%	771.55	16	12,344.80	2.8333 Years	34,976.93
Description: Forever Cloud 500GB -Infinite Retention - Annual Subscription Ship To: James Mahoney										
SubTotal:										USD 41,720.26

Comprehensive. Integrated. Cost-Effective

Kaseya is a leading provider of IT and Security management solutions For managed service providers (MSPs) and small to medium sized Businesses (SMB's). To learn more visit www.kaseya.com



Custom Recovery 9016S Appl Bndl w/ Unitrends Entpse Plus & Platinum Suppo										Start Date:
01-Sep-2023										
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
RS-9016SPL-A	Support Component Model 9016S Recvry Appl Bndl Annual Subscriptio	Annual	01-Sep-2023-30-Jun-2026	8,377.00	15%	7,120.45	1	7,120.45	2.8333 Years	20,174.61
Description: Support Component for Model 9016S Recovery Appliance Bundle - Annual Subscription										
Ship To: James Mahoney										
SubTotal:										USD 20,174.61

One Time Recovery 9016S Appl Bndl w/ Unitrends Entpse Plus & Platinum Suppo										Start
Date: 01-Aug-2023										
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
RS-9016HD W-SUB	Model 9016S Recovery Appliance with Unitrends Enterprise Plus Subscription	One Time	N/A			0.00	1	0.00	One Time	0.00
Description: Recovery Series Appliance Model R9016S with 16 TB Usable Capacity. Includes Unitrends Enterprise Plus Software Bundle (Unlimited Recovery Assurance, Granular Exchange Recovery, and NDMP)										
Ship To: James Mahoney										
SubTotal:										USD 0.00

One Time										Start Date: 01-Aug-2023
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
SUREESSE NTIALS-HW	Per premise SureEssentials installation services for Hardware	One Time	N/A	907.50	15%	771.38	1	771.38	One Time	771.38
Description: Per-appliance SureEssentials installation services for Hardware										
Ship To: James Mahoney										
SubTotal:										USD 771.38

Annual Amount :USD 21,845.25

Total Quote Amount: USD 62,666.25

*Applicable Taxes will be applied upon invoicing
**Terms < 1 may reflect higher price per period than Total Quote Amount

Please review shipping schedule at the end of this document prior to accepting Quote

By clicking the "I Accept this Quote" button below (or accepting this Quote through any other means), I confirm that: (i) I am placing an order for the products and services described in the Quote; (ii) the use, purchase, distribution or other activities related to the products and services, as well as any related relationship with Kaseya, is subject to the Kaseya Master Agreement, which can be found at <https://www.kaseya.com/legal/kaseya-master-agreement/>; (iii) I hereby agree to the terms and conditions of the Kaseya Master Agreement (iv) and, any other terms or conditions, such as those on my purchase order or other document that is not sent by Kaseya, will not apply and will have no force or effect.

Comprehensive. Integrated. Cost-Effective

Kaseya is a leading provider of IT and Security management solutions For managed service providers (MSPs) and small to medium sized Businesses (SMB's). To learn more visit www.kaseya.com



SHIPPING SCHEDULE				
Start Date	SKU	Quantity	Deliver To	Address
01-Aug-2023	RS-9016HDW-SUB	1	James Mahoney	4100 Main Street, Suite 101 Harrisburg NC 28075 United States; jmahoney@harrisburgnc.org

****Termination for Non-Appropriation of Funds.** If customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will use reasonable efforts to ensure appropriated funds are available.

Comprehensive. Integrated. Cost-Effective

Kaseya is a leading provider of IT and Security management solutions For managed service providers (MSPs) and small to medium sized Businesses (SMB's). To learn more visit www.kaseya.com



SHIPPING SCHEDULE				
Start Date	SKU	Quantity	Deliver To	Address
01-Aug-2023	RS-9016HDW-SUB	1	James Mahoney	4100 Main Street, Suite 101 Harrisburg NC 28075 United States; jmahoney@harrisburgnc.org

Signature:	
Print Name:	
Date:	

KASEYA MASTER AGREEMENT

Effective as of April 1, 2023

This Master Agreement (the “Agreement”) is a binding, legal contract between Kaseya Holdings Inc. and/or one of our Affiliates (“Kaseya,” “we” or “us”) and you, the entity making purchases under this Agreement and its Affiliates (“you”).

BY CLICKING “I AGREE” WHEN PROMPTED, SIGNING BELOW, OR ORDERING, PURCHASING, ACCEPTING, RESELLING OR USING KASEYA PRODUCTS, YOU ACKNOWLEDGE YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO ABIDE BY ITS TERMS, INCLUDING ALL APPLICABLE “PRODUCT TERMS OF USE.” IF YOU ACCEPT ON BEHALF OF A BUSINESS OR LEGAL ENTITY, YOU REPRESENT AND WARRANT YOU HAVE THE AUTHORITY TO BIND THAT LEGAL ENTITY TO THIS AGREEMENT AND “YOU” WILL REFER TO THAT LEGAL ENTITY. IF YOU DO NOT UNCONDITIONALLY AGREE TO THE FOREGOING, DISCONTINUE USE OF KASEYA PRODUCT IMMEDIATELY. ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT.

1. ABOUT THIS AGREEMENT

- a. Scope. This Agreement governs the interactions between you and Kaseya, including access to the any Kaseya portals and platforms, and your right to purchase our Products for your own use or for resale. This Agreement incorporates the “Product Terms of Use” applicable to each Product that sets forth further details regarding the use and resale of Kaseya Products.
- b. Definitions. Certain capitalized words are defined in the last section or when first used throughout this Agreement.
- c. Precedence.? If you are bound to more than one agreement with Kaseya and if the agreement terms vary, then the order of precedence is as follows: an Order Form, an agreement executed by you and Kaseya that expressly supersedes standard agreements; an electronic version of an agreement accepted pursuant to an Order or pursuant to a formal written quote, but only with respect to that Order; and any other standard agreement, including this Agreement.

2. USE OF PRODUCTS AND RESTRICTIONS

- a. Platforms and Portals. As a Kaseya customer, you are granted access to the Kaseya Portal and related Product management portals, platforms and Documentation (collectively, “Portals”) where you may create one or more accounts and subaccounts (“Portal Accounts”) to order, manage, administer, support, use, and/or market our Products. You are responsible for maintaining the confidentiality and security of all access credentials, including passwords, to your Portal Accounts and all access to or use of your Portal Account(s). You are responsible for understanding and implementing the roles, access, and permissions you grant to your Portal Accounts, including termination of such access when appropriate. If you become aware of any violation of this Agreement by a user of your Portal Account, you will immediately terminate such user’s access. Administrative Data associated with your Portal Account(s) (about you, your users, End Users and Products) may be hosted in the United States regardless of where you, any End User, any Product account or any Content related to any Product may be stored or hosted. You are responsible for securing the necessary consents related to the hosting location of your Portal Accounts.
- b. Product Terms of Use. Use of our Products are subject to the applicable Product Terms of Use. In the event of a conflict between language that appear in different documents between you and Kaseya, the order of precedence will be: (i) the applicable Order; (ii) Product Terms of Use; and this Agreement. We may unilaterally amend this Section to add or modify Product Terms of Use at any time.
 - [Datto BCDR Terms of Use](#): These terms apply to Datto’s Business Continuity Disaster Recovery Products and Services, including Siris, Alto Datto Workplace, Datto File Protection, Datto Cloud Continuity for PCs and Datto Continuity for Microsoft Azure.
 - [Datto Networking Terms of Use](#): These terms apply to Datto’s Networking Products and Services, including our access points and switches.
 - [Datto SaaS Protection](#): These terms apply to Datto’s SaaS protection and SaaS Defense Products.
 - [Autotask PSA, Datto RMM and Other Business Management](#): These terms apply to Autotask PSA, Datto RMM, Datto EDR, and Datto Commerce.
 - [Unitrends](#): These terms apply to all Unitrends Services and Products, including Backup Appliances, Backup Software, DRaaS and Cloud Storage.
 - [TruPeer Membership Agreement](#): These terms apply to the TruPeer member events and services.
 - [Backupify](#): These terms apply to Backupify Products and Services.
 - [Spanning](#): These terms apply to Spanning Products and Services.
 - [Education Program](#): These terms apply to Educations Programs and related Services and Products.
- c. Licenses to Subscription Services. Subject to the terms of this Agreement, applicable Product Terms of Use, and payment of Fees, Kaseya grants to the End User during the Committed Service Term of a Subscription Service a non-sublicensable, non-exclusive, revocable, nontransferable right to use the Product as provided by Kaseya (a “License”) for the number of License Units as specified in an applicable Order Form. Such use is limited to authorized End-users and will not exceed the number of purchased License Units that have been paid for. An End User’s password or other License credentials must be kept confidential and may not be transferred to

or shared with any other entity or person (including but not limited to other Users), or used simultaneously with multiple instances of a Product unless the Product Documentation specifically envisions and allows for such use. If a Product is authorized to be used in a multi-tenant environment (for example, as part of your Managed Services to your End-User clients), then you will use the Product for such purposes and not for another purpose. Except for one copy made solely for back-up or test purposes, with respect to on-premises Licenses, you may deploy or possess only the number of copies of Kaseya Software as specified in the Order Form, and only in accordance with your License and the Documentation; otherwise, you shall not copy or distribute Product. You are responsible for ensuring that all use of Product by your End-Users is permitted by this Agreement.

- d. Restrictions. You may not, nor permit, facilitate or authorize any third party to: (i) use any Product other than as permitted under this Agreement and the applicable Product Terms of Use; (ii) remove or destroy any copyright notices or other proprietary markings or identifications contained on or in any Product or related Kaseya materials; (iii) access or use any Product in any manner that could damage, disable, overburden, or otherwise interfere with or disrupt such Product, any networks, platforms, Portals or security systems; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to extract the source code from any Product, except to the extent that this restriction is expressly prohibited by Applicable Law; (v) copy, modify or create derivative works of any Product; (vi) develop License keys or codes other than those provided by Kaseya, or attempt to alter, defeat or circumvent access restrictions or any other disabling mechanism which may reside in a Product; (vii) assign, sublicense, rent, timeshare, loan, pledge, lease, engage in service bureau activity or otherwise transfer the Products, or directly or indirectly permit any unauthorized third party to use or copy the Product; (viii) disclose or publicize the results of any form of benchmarking, pen-testing or competitive analysis of the Products; (ix) extract portions of the Kaseya Software or firmware for use in other applications; (x) register or remotely manage Product through any management portal other than a Kaseya Portal; or (xi) access any Product for the purpose of competing with Kaseya, using a false identity or false information, for reasons other than a good faith desire to use the Product or otherwise to (1) build a competitive product or service; (2) copy any, or build a product using, similar ideas, features, functions, or graphics of the Product.
- e. Limitation on Product Use/Content. The Products and Content may not (i) be used to send any unsolicited commercial email or invitation in violation of any applicable law; (ii) be used to request, collect, store, transmit or disclose any unencrypted personally identifiable data (such as payment card numbers or social security numbers) in violation of any applicable privacy law or regulation; (iii) be deceptive, fraudulent, harmful, abusive, harassing, threatening, indecent, obscene, racially, ethnically, or otherwise objectionable, hateful, tortious, libelous, defamatory, slanderous, or otherwise in violation of Applicable Law; (iv) infringe or misappropriate any Intellectual Property Rights or other rights of any third party; (v) be used in a manner which constitutes or encourages conduct that violates Applicable Law; (vi) contain or be used to transmit or otherwise make available any viruses or similar malicious software that may damage the operation of any computer, network, system or the Products; (vii) violate the terms of any license agreement or other agreement or terms of use to which the End User, you or Content is subject; or (viii) be used to send materials to individuals under the age of majority in his or her place of residence (“Minors”), or to harm Minors in any way, or that would subject us to any Applicable Law governing children’s privacy or otherwise related to protecting Minors.
- f. Fair Use and Excessive Use. All access and use of Products and Content must comply with Kaseya’s Fair Use policies, License limitations, and other limitations, many of which are further detailed in the applicable Product Terms of Use. If you exceed a contractual License limit or similar limit, you will be deemed to have executed an Order for additional quantities of the applicable Product and promptly upon Kaseya’s request pay any invoice for excessive use in accordance with the Kaseya’s payment terms.

In general, Fair Use prohibits use that:

- Harms the Product, Portals, platforms, networks or other resources of Kaseya or third parties;
- Results in excessive consumption of resources; and/or
- Circumvents the intended use of the Product.

- g. Certain Uses Not Supported. Use of the Products is not authorized, will not be supported by us, and any warranties will be void, if the Products are modified in any way or used in a manner for which they are not intended, including but not limited to (i) integrating or combining with software or hardware that is not recommended or approved by us for the Product; (ii) installing a different operating system (OS) on a hardware Device; (iii) using a backup Product in a prolonged virtualized production environment instead of as a backup application (except for a limited testing period or in the event of a documented business continuity event); or (iv) use, access or support of any Product by unauthorized personnel or by those who are not knowledgeable and competent with respect to the Product.
- h. Beta Products. We may designate enhancements to a Product or a new Product as alpha, beta, pre-release, proof of concept or like designation (each a “Beta Product”) A Beta Product’s operation may be unpredictable and lead to erroneous results. You may be invited, but are under no obligation, to use a Beta Product for your own use only. You may not resell or authorize any other party to use a Beta Product. If you choose to use a Beta Product, you agree the Beta Product (i) is experimental and has not been fully tested; (ii) may not meet your requirements; (iii) may not experience uninterrupted or error-free use; and (iv) is for purposes of evaluating and testing the product. You understand that Kaseya may never launch the Beta Product as a generally available Product. You agree to report promptly to us any errors or other deficiencies in the Beta Product and will hold all information relating to use and performance of the Beta Product in strict confidence. Notwithstanding anything herein to the contrary, ALL BETA PRODUCTS ARE PROVIDED “AS-IS” AND “AS-AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, and you hereby waive any and all claims, now known or later discovered, that you may have against us and our suppliers and licensors arising out of your use of any Beta Product.
- i. Evaluation/Trial Use. If a Product is being used during a trial or evaluation, this Agreement and the applicable Product Terms of Use (except for the payment obligation) will apply to such authorized evaluation or trial period. We reserve the right to terminate any evaluation or trial use of the Product at any time in our sole discretion.
- j. Third-Party Applications and Technology. Certain Products or Portals may involve the use of third-party technology, or may provide for links and integrations with third-party products or services (“Third- Party Technology”). Information about Third-Party Technology sometimes can be found in a “read Me,” “About” or similar file in Kaseya Software or Documentation. You understand that Third-Party Technology is not provided by Kaseya, and may be subject to a separate agreement between you and the third-party

provider. We do not endorse, support or control Third-Party Technology. You enable links or integrations with Third-Party Technology at your own risk. We make no representation or warranty with respect to Third-Party Technology and we expressly disclaim all liability with respect to your use of any Product or Portal with a Third-Party Technology.

- k. Payment Processors. Certain Products allow for access to Third-Party Technology in the form of payment processing companies, through which customers can access credit card and/or banking services, receive payments and make payments (“Payment Processors”). Those Products include, but are not necessarily limited to, Kaseya’s ConnectBooster, Autotask PSA, Datto Commerce, BNG POS and Secure Payments. The services of the Payment Processors are a form of Third-Party Technology, as defined above. We reserve the right to change the Payment Processors available through Products, in our discretion. You shall be required to accept the terms and conditions of any Payment Processor that you do business with, and it is your responsibility to confirm if such terms and conditions (and any revisions thereto) are acceptable to you, including charges and fees imposed by the Payment Processors which are in addition to charges that Kaseya imposes. Kaseya reserves the right to pass on all charges imposed by the Payment Processors that the Kaseya incurs on your behalf with respect your use of the Payment Processor’s services which includes any processing charge increases that may be introduced by the Payment Processor during the term of services. The Payment Processors are separate from Kaseya, and Kaseya has no responsibility or control over the Payment Processors.
- l. Kaseya APIs. [The Kaseya API License](#) governs all access to and use of any Kaseya API. By using a Kaseya API, you hereby agree to the Kaseya API License. You are solely responsible for the activity that occurs using your Kaseya API credentials or any access you allow or facilitate through a Kaseya API, including through your Portal Accounts.
- m. Open Source Software. If a Product contains open source software, those pieces of open source software are licensed under the open source license terms as chosen by the provider of the applicable open source software. Such open source license terms can be found in either the open source_licenses.txt file accompanying the applicable Product or the Documentation. Open source license terms may contain additional rights benefiting you, and will take precedence over any other agreement between you and Kaseya with respect to the applicable open source software. If the license for open source software requires Kaseya to make the open source software available to you without charge, you may obtain a copy of the relevant software by sending a request to Kaseya’s legal department at legal@kaseya.com, or 701 Brickell Avenue, Miami, FL, 33131.

3. YOUR SPECIFIC OBLIGATIONS.

- a. End User Terms. If you resell a Product to an End User that will directly use or support certain Products, you must ensure the End User for that Product affirmatively agrees to terms that are substantively identical to Kaseya’s “Required End User Terms” as part of a valid, enforceable contract between you and the End User. Required End User Terms are identified in the Product Terms of Use. Upon our request, you must provide evidence of each End User’s acceptance of Required End User Terms. Kaseya has the right to terminate any Service applicable to an End User who has not agreed to the applicable Required End User Terms. You agree to immediately notify us of any known or suspected breach of any Required End User Terms and to assist us in the enforcement of the same.
- b. Responsibilities to End-User clients. If you are using a Product to provide Managed Services on behalf of End-User(s) (such as a client), you represent and warrant that you are acting on behalf of the client and that you are acting within the scope of your authority to do so. Accordingly, you agree to obtain necessary authorization and comply with the client instructions at all times with respect to use of the Product and access to Content, including but not limited to: Service Subscription, Product settings and configurations, access controls, management, retention and deletion of Content, the transfer of Service Subscriptions, or Content to a different Managed Services provider, and transition assistance and cooperation upon termination or expiration of any relationship between or among you, the client and/or Kaseya. Kaseya expressly may rely on your authorization and any of your personnel with respect to access and control any Service Subscription, account or Content.
- c. Business Associate Agreements for Personal Health Information Within the United States. If you or your End User client is a Covered Entity or Business Associate as defined under the United States Health Insurance Portability and Accountability Act (HIPAA), and if you intend to transfer Content to Kaseya that constitutes personal health information under HIPAA, you agree to request that the Covered Entity or Business Associate enter into Kaseya’s standard Business Associate Agreement with respect to such Content.
- d. Technical Support. You agree that Kaseya is only responsible for providing technical support to those people or entities that purchase directly from Kaseya, and only where a Product is in effect and the applicable Fees have been paid. By requesting support services directly from us, you represent that you are knowledgeable about the Product, Service and Content involved, and are able to demonstrate a reasonable level of technical competency with respect to use of the Product. You agree to cooperate in good faith to implement our suggestions and solutions, and assist us in maintenance and troubleshooting issues, with respect to support of the Products. We may rely on the instructions and authorizations given to us by any of your personnel with access to a Product, and we will have no obligation to inform any other of your personnel of the Product of the same. Should you purchase Product from us and resell such Product to End-Users, you agree that Kaseya has no obligation to provide support directly to those End-Users.
- e. Contact Information. During the Term of this Agreement, you must maintain current and accurate contact information within all Portal Accounts for purposes of facilitating communications and notices to you, including those related to billing, security, maintenance and Product updates. You are required to register and set up each Product account and Service Subscription, as applicable, in accordance with the Product Specifications. If a Product is not properly registered in a current paid Service Subscription, we have no obligation to allow access to or use of the Product, or to provide any related Kaseya Service. You agree that from time to time, Kaseya may send you product-related communications addressed to the contact which you have provided.
- f. Training. You agree to participate in any training programs as may be required by us from time to time in order to maintain your status as a Kaseya customer. Our training provides instruction on the general use and functionality of the Products but is not the same, and you should not rely on it, as advice in specific technical support situations. You acknowledge and agree that we will not be liable for any statements or omissions made during training or contained in training materials.

4. KASEYA’S RESERVATION OF RIGHTS

- a. Intellectual Property Rights. All Intellectual Property Rights in and to our Products, Portals, Kaseya Marks, Marketing Materials, Documentation and any other materials we provide are and will remain the sole and exclusive property of Kaseya, or, as applicable of our suppliers and licensors; you have no rights in any of the same other than as specifically set forth in this Agreement. Kaseya Software, including Software incorporated into any Product or Portal, is licensed, not sold. Except for the limited rights granted herein and in the applicable Product Terms of Use, we and our licensors retain all right, title, interest and Intellectual Property Rights in the Products, and all copies thereof. You may not remove or modify any identification or proprietary notice, including any copyright and trademark notices, on any Kaseya Products or other materials.
- b. Right to Change Products and Documentation. We may make changes to our Products and Documentation through updates and upgrades (“Enhancements”). Enhancements may be provided at no additional charge, or they may be offered as options that may be added to a Service Subscription for an additional fee. We reserve the right to add new Products and Enhancements and to replace or discontinue Products or Enhancements at any time. We will use commercially reasonable efforts to provide you notice of any material changes.
- c. Right to Interact with Products. You agree that we may and you hereby authorize us, at any time and from time to time, to interact remotely with deployed Product in order to test, troubleshoot, support or update such Product, or analyze use of or modify the Product or the environment in which it operates.
- d. Suspension and Termination. In the event we reasonably believe any Product use, configuration of Product or Content: (i) violates any of the restrictions in the foregoing sections; (ii) may disrupt or threaten the operation or security of any Product, data, Content, computer, network, system of you, us or any third-party; or (iii) may otherwise subject us or a third-party to liability or damage, we reserve the right to suspend services or disable access to the Product, Portal, platform or Content. We may also take such action pursuant to the Digital Millennium Copyright Act and/or as required to comply with Applicable Law. We will use reasonable efforts to contact you prior to taking such action. Notwithstanding the foregoing, we may suspend a Product or restrict access to Product or Content without prior notice in an emergency or as necessary to comply with Applicable Law or protect against liability or damage as described herein.
- e. Breach of Your Obligations. You agree to immediately notify us of any unauthorized use, copying, or disclosure of the Product or Content of which you become aware and agree to immediately take such actions as are necessary to end and prevent any such use, copying, or disclosure. You acknowledge and agree that any breach of this Section may cause immediate and irreparable injury to us or to third parties, and in such event, we may seek and obtain injunctive relief, without bond or other security, in addition to other remedies available at law and in equity.
- f. Compromise of Your Portal Account or Access Credentials. You agree to (i) use reasonable efforts to prevent and terminate any unauthorized access to, or use of, your Portal Account(s) or any access credentials to your Portal Account(s); and (ii) notify Kaseya immediately of any known or suspected unauthorized access to, or use of, your Portal Account(s) or any access credentials to your Portal Account(s). Kaseya will not be liable for any loss incurred as a result of any unauthorized access to, or use of, your Portal Account(s) or any access credentials to your Portal Account(s). Kaseya reserves the right to change, suspend, remove, disable or impose access restrictions on any access credentials to your Portal Account(s) at any time without notice to you. You agree to cooperate with Kaseya by providing any information that is reasonably requested by or on behalf of Kaseya to investigate and resolve any unauthorized access to, or use of, your Portal Account(s) or any access credentials to your Portal Account(s), or any other compromise involving your Portal Account(s).

5. RESALE ACTIVITIES; MANAGED SERVICES; MARKETING AND TRADEMARKS

- a. Authorization to Promote and Resell. You are authorized to market, promote and sell Products as part of your Managed Services offerings only to your End User clients in the Territory; other forms of distribution or resale require Kaseya’s written approval, often in the form of a distribution agreement. You are authorized to distribute Specifications and Marketing Materials, as necessary to promote, advertise, demonstrate and market the Products, and to list Kaseya in your marketing materials and on web sites that show your third-party service providers. These rights are non-exclusive and we expressly reserve the right to authorize others to use, market and resell the Products in the Territory.
- b. Pricing and Collections for Resold Product. If you resell a Product, either alone or as part of your Managed Services, you have sole discretion to establish prices at which you resell and distribute the Products and you will manage and be responsible for billing and collection of all End User accounts. All amounts payable under this Agreement are solely your obligation and are not contingent upon your receipt of any amounts payable to you by an End User.
- c. Proper Conduct. In relation to Kaseya and the Products, you agree (i) to conduct your business in a professional manner that reflects favorably on us and the Products; (ii) not to make any representations, warranties, or claims about Kaseya or the Products that are different from those that we make in our Marketing Materials or as pre-approved by us in writing; (iii) not to use deceptive, misleading, illegal, or unethical practices in your business or in marketing and reselling the Products; and (iv) to keep us informed as to any problems encountered with the Products.
- d. License to Marks. We hereby grant you a non-exclusive, non-transferable, royalty-free, revocable, non-sublicensable license during the Term to use, reproduce, and display the Kaseya Marks in the Territory, subject to the terms of this Agreement and any trademark guidelines that we may issue, solely for the purposes of marketing and reselling the Products. The goodwill derived from your use of Kaseya Marks is for our exclusive benefit and belongs to us. You may not represent yourself as Kaseya nor may you use the Kaseya Marks, or any other mark that may be deemed confusingly similar to a Kaseya Mark, in a manner that would imply our affiliation with, endorsement of, or sponsorship of you or to otherwise suggest that you are more than an independent authorized user and reseller of the Products.
- e. General Trademark Obligations and Restrictions. You will not (i) challenge the validity of our rights and title to the Kaseya Marks; (ii) claim any right, title, or interest in or to Kaseya Marks; (iii) register or apply for registration of a trademark, trade name or domain name using Kaseya’s Marks or any confusingly similar mark; or (iv) use Kaseya Marks anywhere in the world except as specifically permitted under this Agreement.

6. ORDERS & PAYMENT

- a. When This Section Applies. This Section on Orders and Payment applies only when you order a Product directly from us. If you order or purchase a Product from a third party (even if from a Kaseya-authorized distributor, or if the Order is initiated from a Kaseya Portal Account) the purchasing terms and conditions between you and that third party shall govern including, for example and without limitation, terms and conditions relating to quantity of Products purchased, Fees, payment terms, refund rights, taxes, and renewals.
- b. Ordering Products. When you place an Order for a Product, the terms of this Agreement, and not any of your pre-printed terms (such as standard terms and conditions attached to your purchase order) will govern the Order; your pre-printed terms will be null and void.
- c. Order Acceptance. Your receipt of an Order confirmation does not signify our acceptance of your Order, nor does it constitute confirmation of our offer to sell. We may at any time after receipt of your Order accept or decline your Order, or elect to supply less than the quantity you ordered, for any reason. We may require additional verifications or information before accepting any Order. Your Order will be deemed accepted by us upon our delivery of Products you ordered, or our written acceptance of the Order. Any delivery date we provide is an estimate only and we will not be liable for failure to meet any stated delivery date. All sales of Products are subject to our then-current, written return policies. Any pricing errors or unintentional misrepresentations of Product availability or features ("Errors") will be corrected by us as soon as practicable following discovery. We reserve the right to revoke any quote, cancel any Order or adjust amounts due after our discovery of relevant Errors. Our sole obligation if we cancel an Order due to Error will be to refund any amount already paid.
- d. Order Term, License Amounts and Automatic Renewal. The term of a Service Subscription and License quantities are indicated on the applicable Order. The Service Subscription term is defined by a number of consecutive months or years (a "Committed Service Term"). Certain pricing and discounts may be available only when purchases are made with a Committed Service Term of a specific length. You agree to pay Service Subscription fees for the entire Committed Service Term. If you terminate Service at any time during a Committed Service Term for any reason other than our breach which has not been timely cured, a lump sum payment (equal to 100% of the monthly unpaid Service Subscription fee times the number of months remaining in the Committed Service Term less any amounts already prepaid) will be due immediately and charged to your preferred payment method. Unless otherwise agreed to by Kaseya, Committed Service Terms set forth in Orders will automatically renew for additional Committed Service Terms equal in length to the expiring Committed Service Term unless either party gives notice to the other of non-renewal at least thirty (30) days prior to the end of the relevant Committed Service Term. License quantities may be increased during a Committed Service Term, but not decreased.
- e. Pricing. Pricing for Product are as set forth on the relevant Order or in your Portal Account or, if not listed in your Portal Account. Pricing during any automatic renewal Committed Service Term will be the same as that during the immediately preceding Committed Service Term plus an increase not to exceed five percent (5%) plus any increase in the Consumer Price Index published by the U.S. Bureau of Labor Statistics during the immediately prior year, in Kaseya's sole discretion.
- f. Payment Terms. You agree to pay all charges applicable to the Products ordered by you including, but not limited to, one-time charges, monthly recurring Service Subscription charges, and any additional usage-based charges, including data overage or additional License charges. Fees and payments will be calculated by us based on records maintained by us (you may request a copy). All Fees are payable in the currency specified in the Order, are due upon receipt of invoice and are non-refundable unless we confirm that a billing error was made. You must notify us of any payment dispute in writing within thirty (30) days of receipt of a disputed invoice, and if you fail to do so, you waive any claim with respect to such invoice and Kaseya will not be required to make adjustments. Prices do not include taxes, duties, and ancillary expenses (including shipping, and handling) unless otherwise quoted. Forms of payment accepted may depend on your location or credit history, and likely include credit card, check, ACH/wire and direct debit, (each a "Payment Method"). By providing us with a Payment Method, you authorize us to automatically charge that Payment Method, or any updated Payment Method you provide, for all charges and Fees incurred in connection with any Products that you have Ordered from Kaseya. We reserve the right to change our approved Payment Methods at any time and will use reasonable commercial efforts to alert you to any such changes. You must provide us with complete and accurate Payment Method information, billing and contact information including your complete legal name, street address, email address and the name and telephone number of an authorized billing contact. You agree to update this information within three (3) days of any change. Kaseya may invoice from and require payment to any of its subsidiaries, in Kaseya's discretion and as directed by Kaseya. Invoices may be in electronic or paper form.
- g. Additions Made During Committed Service Term. A Committed Service Term applies to the initial Licenses in a Subscription and to any Licenses added thereafter to the Service Subscription. Licenses, including those added after the original Activation Date, may not be decreased during the relevant Committed Service Term and all Licenses in a Service Subscription terminate on the same date. Any optional or add-on features added after the start of the Service Subscription will also co-terminate with the original Service Subscription and may not be decreased during the relevant Committed Service Term.
- h. Collection of Fees. All amounts payable by you will be made without setoff or counterclaim, and without any deduction or withholding. Any payments more than thirty (30) days overdue are considered late, and we may charge interest at the rate of 2.0% per month (or the highest rate permitted by law) on late payments. If we are unable to collect any amount owed, we may take any other steps deemed necessary to collect Fees, and you will be responsible for all our incurred costs such as collection expenses, court costs and attorneys' fees. Furthermore, in the event of non-payment, following notice of such non-payment, we may suspend or terminate access to any Kaseya Products and Content as well as the right to continue to purchase new Products until payment is made in full.
- i. Shipment; Title; Risk of Loss. For all shipment of hardware, we shall designate the carrier and ship pursuant to our standard shipping practices unless otherwise specified by you and agreed to by us in writing. You must provide us with written notice within five (5) days of delivery of any non-conformity with the Order, for example, deliver of the wrong Product or incorrect quantities. All new orders

for hardware or other physical Products will be shipped from us freight prepaid and billed to you. Title and risk of loss to such physical Products will pass to you upon the shipment leaving our dock.

- j. Shipments Made to Certain Jurisdictions. You may be subject to import duties, withholdings and other taxes, which are levied when the Product arrives at the ship-to location. Any charges for customs clearance are your responsibility. Since customs policies vary from country to country, you should contact the customs office in the country where you have us ship Products to get more information. You are considered the importer of record and must comply with all laws and regulations of such jurisdiction.
- k. Taxes. You will pay and be solely liable for all taxes including sales, use, excise, withholding and any other taxes, duties or charges with respect to our sale of the Products to you, but excluding taxes based on our net income or gross receipts and taxes from which you are exempt by law as shown by a valid tax exemption certificate. You agree to indemnify and hold us harmless in the event we are required to pay such taxes, duties or other charges for which you are responsible.
- l. Future Functionality. You agree that your obligations with respect to a Product Order or Service Subscription is not contingent upon the delivery of any future functionality or features that may have been mentioned by us, either orally or in writing. Further, we shall not be bound by statements made by any of our channel partners or other third-parties. Only features and functionality that are specified in a Product's current, authorized Documentation issued by us shall be binding upon us.

7. CONFIDENTIALITY

- a. Application of this Section. This section applies to Confidential Information of one party (the "Discloser") that is made known to the other party (the "Recipient") through activities under this Agreement. Note that Content uploaded through the Products requires special confidentiality provisions due to the features of the Products, and such special provisions may be described in the Product Terms of Use if applicable. Those provisions related to Content always limit Kaseya's use of Content (including disclosure) to only that which Kaseya needs to provide and support the applicable Product, and as otherwise required by Applicable Law.
- b. Obligations. The Recipient will (i) maintain the confidentiality of the Confidential Information of the Discloser (and that of any third parties to which either party has access as a result of this Agreement); (ii) hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party except to the extent necessary to perform its obligations under this Agreement (iii) use the same care to prevent protect the Confidential Information of the Discloser as it employs with respect to its own information of a similar nature, but in no event less than a reasonable standard of care; (iv) use the Confidential Information of the Discloser solely for the purpose of performing its obligations under this Agreement; and (v) as reasonably feasible, promptly return, or provide a copy of Confidential Information upon the request of the Discloser.
- c. Product Information as Confidential. The Products, including their structure, organization and source code, are comprised of commercially valuable assets belonging to Kaseya or our licensors, the development or acquisition of which required the investment of substantial time, effort and cost. The Products may contain trade secrets. Accordingly, you hereby agree to use the highest degree of care to maintain the confidentiality of the Products.
- d. Disclosure of Confidential Information. Recipient may disclose Confidential Information of the Discloser to Recipient's employees, officers, agents, subcontractors and independent contractors (collectively "Representatives") who have: (i) a need to know such Confidential Information in order to perform their duties; and (ii) a legally binding duty to protect the Confidential Information. Recipient assumes full responsibility for the acts and omissions of its Representatives with respect to such Confidential Information.
- e. Disclosures Required by Law. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Recipient, where legally permissible in the reasonable judgment of Recipient's counsel, will first have given written notice to Discloser in order to allow Discloser to seek, at its sole cost and expense, a protective order or other remedy to limit such disclosure.
- f. Notification. Except for any disclosure permitted under this Section, in the event of any disclosure or loss of Confidential Information, Recipient will notify the Discloser as soon as reasonably possible after learning of the disclosure.
- g. Injunctive Relief. Each party acknowledges that Recipient's breach of this Section may cause immediate and irreparable injury to Discloser, and in the event of such breach, Discloser will be entitled to seek and obtain injunctive relief to the extent provided by a court of applicable jurisdiction, without bond or other security, and to any and all other remedies available at law or in equity.
- h. Return of Confidential Information. Unless expressly authorized to retain Discloser's Confidential Information, Recipient will promptly return or use commercially reasonable efforts to destroy Discloser's Confidential Information upon request or upon termination of this Agreement, provided that Recipient may (a) retain in its legal files one copy of the Confidential Information for archival purposes and (b) retain copies stored in automated computer backup systems; provided, however, that any such documents and records retained pursuant to clause (a) or (b) shall remain subject to the terms of this Agreement for as long as they are so maintained.

8. TREATMENT OF INFORMATION AND DATA

- a. Customer Content. You hereby represent and warrant that: (i) you or the End-User (as applicable) have sufficient rights and all required third-party consents, permissions or licenses in and to the Content as may be necessary and appropriate for use of the Content with the Product; (ii) you authorize us to access and interact with the Products to retrieve and process Content; and (iii) you grant Kaseya a limited, worldwide, royalty-free, non-exclusive, assignable license to copy, host, record, view, reformat, disclose, transmit, display and otherwise use the Content as necessary or desired, in each case solely for the purposes of providing the Products and as otherwise necessary for Kaseya to fulfill its obligations and exercise its rights under this Agreement including applicable Product Terms of Use and Orders. You or the End-User (as applicable) is responsible for the collection, accuracy, quality, completeness and legality of the Content and the means by which the End-User acquired rights to the Content for use with the Product, and Kaseya will not be responsible or liable for the unauthorized access to, alteration of, or deletion, correction, destruction, corruption, damage, loss or failure to secure or store Customer Content. You bear sole responsibility for adequately controlling, processing, storing and backing up Customer Content.

- b. Rights in the Content. Except for the limited license granted hereunder, you or the End-User (as applicable) retain all existing rights in and to Content. Kaseya will use and process the Content as necessary to provide and support the Products, and will not otherwise access Content other than as permitted under this Agreement, the applicable Terms of Use, as or as authorized by you for support. If you authorize an End-user to directly use or support a Product, including any features designed to be accessible to your End-User, as between you and Kaseya, you are responsible for all such access and use by the End-User.
- c. Personal Information. Products may be configured to designate the geographic region where Content associated with a Product is stored. The Kaseya [European Data Processing Addendum](#) is incorporated into this Agreement if a Product is configured to store Content in the European Economic Area, the United Kingdom, Switzerland, or if otherwise agreed by us. If a Product is configured to store content in the United States and is used to process personal information of California consumers, under the California Consumer Privacy Act of 2018, as amended, and the final regulations thereunder (collectively the “CCPA”), we are a “service provider” with respect to the personal information of California consumers we process. We will not sell such personal information and will not retain, use or disclose such personal information for any purpose other than for the purpose described in this Agreement, the applicable Product Terms of Use, or as otherwise permitted by the CCPA or applicable law.
- d. Security. We use physical, technical and administrative safeguards designed to help secure the Products and Content under our control against accidental or unauthorized loss, access or disclosure. However, no system of data transmission, storage or retrieval can be made entirely impenetrable and despite the measures employed, the Products and Content are not guaranteed against all security threats or other vulnerabilities, and you use the Products with all Content at your own risk. Notwithstanding anything to the contrary in this Agreement, Kaseya’s security obligations extend only to those systems, networks, network devices, facilities and information technology components over which Kaseya has control. You are responsible for the proper configuration and maintenance of physical, administrative and technical safeguards as they relate to access and use of the Product, accounts and Content. In no event will we be responsible, nor will we have any liability, for physical, administrative, or technical controls related to the Product or Content (including without limitation Personal Information) that you control, including but not limited to access credentials (including passwords), network connectivity and internet connectivity. You agree to (i) change your passwords and other access credentials to Products and Portal Accounts on a regular basis and immediately upon becoming aware of any unauthorized access to, or use of, your Products or Portal Account(s) or any other compromise involving Products or your Portal Account(s); and (ii) promptly apply any updates, upgrades, modifications or other Enhancements that Kaseya determines is necessary or appropriate to maintain the security, confidentiality, integrity, availability or performance of the Product.
- e. Feedback. If you provide us with reports, comments, suggestions, ideas or other feedback regarding the Products or our business, whether written or oral (collectively “Feedback”), you do so without any expectation of compensation. You hereby grant us a worldwide, irrevocable, transferable, perpetual, royalty-free right and license to use the Feedback to improve the Products, develop new Products and for any other purpose, including in all media now known and later developed. The provision of Feedback is strictly voluntary and we are not required to hold it in confidence.
- f. Aggregate Data. Notwithstanding any other provision in this Agreement or otherwise, we may evaluate and process use of Products and Content in an aggregated and anonymous manner, meaning in such a way that the individual is not or no longer identified or identifiable (referred to as “Aggregate Data”). We may use and share such Aggregate Data to improve the Products, develop new products, understand and/or analyze usage, demand, and general industry trends, develop and publish white papers, reports, and databases summarizing the foregoing, and generally for any purpose related to our business. We retain all Intellectual Property Rights in Aggregate Data. For clarity, Aggregate Data does not include personally identifiable information or information that can identify any individual.
- g. Administrative Data. Administrative Data includes operational data and telemetry concerning use of the Products and Portals, such as information that servers record relating to the access and use of the Products and Portals. Administrative may include IP addresses, authentication tokens, machine identifications, access logs, device settings and Portal settings. Administrative Data is processed by us to provide and operate the Products and Portals, bill and invoice you, measure customer experience and adoption, monitor security, conduct investigations, develop new products and operate and improve our business, and you agree that we may use such Administrative Data for any such purpose.

9. TERM AND TERMINATION

- a. Term. This Agreement will commence upon the earlier of: (i) your acceptance of this Agreement by electronic or written means, (ii) your placing an Order for Product or; (iii) your use or resale of a Product, and then will continue until terminated in accordance with the provisions of this section (the “Term”). The Term of this Agreement is independent of the Committed Service Term applicable to any individual Service Subscription, which will in each case be set forth in the Order. Even if terminated, this Agreement shall continue to govern Service Subscriptions that extend past the Term, until such Service Subscriptions expire or are terminated.
- b. Termination for Convenience. Either Party may terminate this Agreement, at any time, without cause, upon 30 calendar days written notice. In addition, we may terminate providing a particular Product, at any time, without cause, upon 30 calendar days written notice, without terminating this Agreement. Termination of this Agreement for convenience will not terminate a Service Subscription that is under a Committed Service Term until the end of such Committed Service Term. As described in subsection (a) above, this Agreement shall continue to govern such Service Subscriptions until the Committed Service Term expires.
- c. Termination for Material Breach. Each party will have the right to terminate this Agreement upon notice to the other party if such other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. Kaseya may terminate this Agreement and/or any individual Service Subscription at its discretion, effective immediately, for: (i) non-payment that is not cured within ten (10) days after notice; or (ii) your violation of Section 2 (Use of Products and Restrictions) or Section 13 (Compliance with Laws). We may also terminate this Agreement immediately upon notice to you if you use Products in a way that damages or likely could cause damage to Kaseya or a third party, or engage in abusive or threatening conduct or communications toward us or about us.

- d. Effect of Termination. Immediately upon either of us serving the other with notice of termination, you may not order or sell any additional Products without our express written consent. Upon termination, (i) we may terminate your Portal access; (ii) any amounts you owe to us will be immediately due and payable; (iii) and all rights and licenses granted hereunder will terminate and you must cease the use, marketing and distribution of the Products and Kaseya Marks.
- e. No Effect on Use of Products. Termination of this Agreement does not affect your responsibility to continue to pay for active Service Subscriptions during Committed Service Terms, unless otherwise agreed by the parties. Termination of this Agreement does not affect any of our rights with respect to End Users' use of the Products that were purchased from you. If you used Product to provide Managed Services to an End-user, we may assume your role with respect to such End Users and/or may assign such End Users to a different Kaseya customer. You agree to provide us with all End User and Product information that may be needed to effect the intent of this section.
- f. Deletion of Data. If termination of this Agreement also leads to termination of Service Subscriptions, we reserve the right to permanently delete all related Content or disable access to such Content from any remotely located servers owned by us or under our control, and we shall not be liable for such actions.
- g. Survival. Notwithstanding anything to the contrary, the following provisions will survive termination of this Agreement: (i) those that by their express terms survive; (ii) those that by their nature may be reasonably inferred to survive, and; (iii) Sections 7 through 12, Section 14, Section 15, Subsections 4(a), 4(d), 6(f) and 6(g).

10. WARRANTIES AND LIMITATIONS ON LIABILITY

- a. Mutual Warranties. Each party represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of its place of incorporation or formation; (ii) it has the authority to enter into this Agreement and to perform its obligations and grant the rights and licenses provided herein; and (iii) by entering into this Agreement it is not in violation of any previous agreement or obligation between it and any third party.
- b. Limited Kaseya Warranties. Warranty terms for physical hardware Products provided by Kaseya are found in the applicable Product Terms of Use. Kaseya warrants that for a period of thirty (30) days from your first use of Software and Services, the Software and Services will operate substantially pursuant to the Documentation for the Software and Services. Warranty claims must be reported to Kaseya within the applicable Warranty period, and must be capable of being observed or reproduced by Kaseya.
- c. LIMIT ON WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, DATA SECURITY, OR ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE PRODUCTS WILL MEET ANY END USER, MANAGED SERVICE PROVIDER OR OTHER REQUIREMENTS OR THAT THE OPERATION OF ANY PRODUCT WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE, FREE OF HARMFUL COMPONENTS OR THAT ALL ERRORS WILL BE CORRECTED. PRODUCTS ARE TOOLS FOR ASSISTING CUSTOMERS RUN AND PROTECT THEIR BUSINESSES OR THOSE OF THEIR CLIENTS, AND ARE NOT A SUBSTITUTION FOR APPROPRIATE INSURANCE, SUCH AS CYBER LIABILITY OR PROFESSIONAL LIABILITY INSURANCE. PRODUCTS ARE NOT DESIGNED OR INTENDED FOR USE IN LIFE DEPENDENT OR HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE PERFORMANCE SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS WHERE THE FAILURE OF THE PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, PHYSICAL DAMAGE OR ENVIRONMENTAL DAMAGE. EXCEPT FOR REPRESENTATIONS SPECIFICALLY MADE BY US IN WRITING, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCT'S COMPLIANCE WITH LAWS AND REGULATIONS THAT ARE SPECIFICALLY APPLICABLE TO ANY END USER OR INDUSTRY AND DISCLAIM ALL LIABILITY ASSOCIATED THEREWITH. THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO SUPPLIERS OF ANY THIRD-PARTY COMPONENTS INCLUDED IN THE PRODUCTS WILL BE LIABLE FOR ANY DAMAGES WHATSOEVER.
- d. No Professional Advice and Revenue Guarantee. Certain of our Products may provide a platform and framework through which you can calculate taxes, track compliance to regulations, and aid in accounting obligations. HOWEVER, YOU UNDERSTAND THAT THE PRODUCTS ARE NOT INTENDED TO PROVIDE PROFESSIONAL ADVICE, AND ARE NOT A SUBSTITUTE FOR LEGAL ACCOUNTING, FINANCIAL, COMPLIANCE, OR OTHER FORMS OF ADVISORS AND EXPERTS. Results, reports, sample agreements, templates and other information generated by or provided through our Products are opinion and must be reviewed in consultation with your professional advisors. We make no promise or guarantee that you will obtain or receive any minimum revenue or profit as a result of this Agreement or using or selling the Products.
- e. LIMITATIONS AND EXCLUSIONS OF LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL WE OR OUR LICENSORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR COSTS, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR THE COST OF RECREATING THE SAME, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WE BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS. TO THE FULLEST EXTENT ALLOWED BY LAW, OUR TOTAL LIABILITY (AND THAT OF OUR SUPPLIERS/LICENSORS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL BE LIMITED TO DIRECT DAMAGES ONLY IN AN AMOUNT EQUAL TO THE FEES RECEIVED BY US RELATED TO THE INDIVIDUAL END USER, ACCOUNT OR PRODUCT SERVICE SUBSCRIPTION, IN THE SIX (6) CALENDAR MONTHS PRIOR TO THE INCIDENT GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

f. Essential Basis. The disclaimers, exclusions and limitations of liability set forth herein form an essential basis of this Agreement and have been relied on by both of us, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement and the Fees applicable to the Products would be substantially different.

11. INDEMNIFICATION

- a. Indemnification by Kaseya. We agree to defend you from and against third-party claims that a Product in the form supplied to you under this Agreement infringes or misappropriates a third party's patent, copyright or trademark rights in the United States and we will indemnify and hold you harmless from all damages, costs, and similar liabilities ordered by a court or agreed upon by Kaseya in settlement in connection with any such claim. Our indemnification obligations will not apply to (i) claims of infringement to the extent based on your combination of the Product with other products, services, software or marks if the infringement could have been avoided by the use of such Product not in such combination; (ii) any modifications to the Product not made by us; (iii) any damages incurred as a result of your failure to use any update to the Product we provide; or (iv) use of a Product in a manner that does not conform to its Specifications (these exceptions (i) through (iv) collectively will be referred to as "IP Exclusions"). If we determine that a Product is or may be subject to an infringement claim, we may, at our option: (1) procure for you the right to continue using or distributing the Product in accordance with this Agreement or (2) replace or modify the Product so it becomes non-infringing. If we determine that neither of these options is commercially practicable, we may terminate this Agreement or your ability to further use or distribute such Product upon written notice to you. This Section represents your sole and exclusive remedy and Kaseya's sole and exclusive liability for any infringement claims based on the Products.
- b. Your Indemnification of Kaseya. You agree to defend us, our licensors and Affiliates, and the officers, directors, employees and representatives of each of them (each a "Kaseya Indemnified Party"), from and against all damages and costs incurred as a result of a third-party claim and you will indemnify and hold all Kaseya Indemnified Parties harmless from all damages, costs, and similar liabilities in connection with any such claim, to the extent the claim arises out of (i) your breach of this Agreement; (ii) your negligence or other acts or omissions resulting, in whole or in part, in a third party claim being asserted against us; (iii) any of the IP Exclusions referenced in subsection (a), above; (iv) your failure to cause an End User to agree to the applicable End User Terms or your actions in excess of the authority granted to you by any End User; (v) your failure to secure Content, any personally identifiable information or Confidential Information in a reasonable manner (such as, for example, your failure to encrypt in transit or at rest when available or properly protect passwords or other access credentials); and (vi) except for claims of infringement or misappropriation for which we are responsible under subsection (a) above, a claim brought by any of your End Users (both organizations or individuals) arising out of or related to the End User's relationship with you.
- c. Process. The foregoing indemnification obligations are conditioned on any of the indemnified parties: (i) notifying the indemnifying party promptly in writing of such action; (ii) reasonably cooperating and assisting in such defense; and (iii) giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party, without consent.

12. AUDIT/EXPENSES

- a. Audit. You will retain all records and documentation with regard to your compliance with this Agreement throughout the Term and for three (3) years thereafter. At all reasonable times during the Term and such subsequent three (3) year period, we or our duly authorized representative will be permitted access to such records and documentation for purposes of auditing and verifying compliance with this Agreement upon 5 business days prior written notice, during your regular business hours.
- b. Tracking Deployment and License Use. Products may be programmed to track the number of deployed License Units (such as seats, authorized devices, users, etc.). You hereby consent to such tracking and shall not, directly or indirectly, circumvent or obstruct such tracking. You grant Kaseya the right to track and monitor use by all End-Users, to audit books, records and accounts, and you will provide access to your personnel and representatives, during your normal business hours to verify compliance with this Agreement, including such License limits. If an audit reveals that Licenses used by you exceeded the amounts paid for and that additional amounts are owed, you shall pay such amounts immediately. Kaseya will bear the cost of the audit unless the audit reveals that the additional amounts owed were in excess of five percent (5%) of the total License Fees paid during the audited time period, in which case the reasonable cost of the audit shall be paid by you.
- c. Costs and Expenses. Except as expressly stated, each of us will bear all costs and expenses incurred in performing our respective obligations under this Agreement, including expenses related to marketing of the Products, and you are not entitled to receive any fees, commissions, or other payments for the performance of your obligations.

13. COMPLIANCE WITH LAWS

- a. All Applicable Laws. You represent and warrant that in the performance of this Agreement, you will comply, and will cause your employees, directors, officers, suppliers and independent contractors to comply with all Applicable Laws and regulations related to your activities under this Agreement. You will not cause us or our Affiliates to be in violation of any Applicable Laws or regulations. You will respond to our requests for information, to the extent reasonable and related to our efforts to ensure compliance with Applicable Laws and regulations.
- b. Subcontractors. You are expected to use Products yourself or sell directly to your End User clients as part of Managed Services, and not through additional sales channels unless otherwise agreed to by Kaseya in writing. You may not retain any third-party broker, agent, sub-reseller, or other contractor to perform of your obligations under this Agreement, unless such third party is approved by us in writing or otherwise in accordance with standards approved by us in advance. We may withhold or withdraw such approval in our sole discretion.
- c. Compliance, Required Permits and Authorizations. You will, at your own expense, obtain and maintain through the term of the Agreement all licenses, permits, reports, approvals and other authorizations required and will otherwise comply with all laws

governing the importation or distribution of the Products into and throughout the permitted Territory and will pay (and reimburse us if we are required to pay) all related governmental charges and related expenses.

- d. Export Compliance. You represent and warrant that you: (i) will comply with all export laws, restrictions, national security controls, and regulations of the United States or other applicable authority in the Territory; (ii) will not export or re-export or allow the export or re-export of the Products, or any Content through use of the Products, in violation of any such export laws, restrictions, controls or regulations. Without limiting the generality of the foregoing, each party agrees that it does not intend to nor will it, directly or indirectly, engage in any export or reexport of the Products or services to (i) any territory that is subject to a U.S. economic embargo, or to any national of any such territory, wherever located, (ii) to any entity or individual who such party knows or has reason to know is engaging in the design, development or production of nuclear, chemical or biological weapons, or missile technology, or (iii) to any entity or individual who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. Government. We reserve the right to refuse sales of Products, terminate or limit functionality or the provision of Products, or take other actions in order to comply with any such laws or regulations.
- e. Corrupt Practices. You will comply with all Applicable Laws relating to anti-bribery and anti-corruption compliance, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977 as amended (the “FCPA”), any guidance issued by the U.S. government from time to time regarding the FCPA, and other applicable anti-corruption, anti-fraud, embezzlement, anti-money laundering, and antiterrorist financing laws and regulations (collectively, “Anti-Corruption Laws”). You will not, with a corrupt, improper, or illegal intention, directly or indirectly, offer, promise, authorize, pay, give, solicit, or accept any money, favor, advantage, bribe, kickback, or anything else of value to or from an Official or any other individual or entity, whether in the public or private sector, for purposes of obtaining, retaining, or directing business, regulatory approvals, or any other improper advantage. Neither you nor, to your knowledge, any of your Affiliates’ respective owners, officers, directors, employees, subcontractors or, to your knowledge, any immediate family member of the foregoing persons (collectively, “Interested Persons”) is an Official who has not otherwise been disclosed as such to us in writing. You will notify us promptly if (i) an Interested Person becomes an Official or (ii) an Official becomes an Interested Person or acquires a personal interest in your income.
- f. Developments. You will use your best efforts to promptly advise us in writing of any statute, regulation or other law in the Territory that is not the United States, if applicable, that is or comes into effect during the term of the Agreement and that affects the importation, exportation, sale promotion, provision or protection of the Product or services or which otherwise has a material effect on the parties’ rights or obligations under the Agreement.
- g. Government Registration. If any approval or registration of this Agreement (“Required Registrations”) is required in order to give the Agreement legal effect within the Territory, or with respect to exchange regulations or requirements so as to assure the right of remittance abroad of sums due to us, you agree, at your sole expense, to take whatever steps may be necessary to secure such Required Registrations prior to commencing within any jurisdiction in the Territory any activities which are subject to such approval or registration.
- h. Policies/Procedures. You will maintain and comply with Kaseya policies and procedures which are (i) substantially consistent with the foregoing representations, warranties, covenants and certifications, and (ii) in compliance with all Applicable Laws and regulations applicable to you and us, including, but not limited to, the laws described in this Section.
- i. Notification and Cooperation. You have in good faith provided to us and/or our agents and advisors all documents and information of the character and type requested by us in writing in the course of any corporate and anti-corruption due diligence review of you. You will immediately notify Kaseya if you have any information or suspicion that there may be a violation of Applicable Laws. You will reasonably cooperate with us in regard to any matter, dispute, or controversy related to this Agreement and in which we may become involved and of which you may have knowledge. Such obligation will continue after the expiration or termination of this Agreement.

14. GOVERNING LAW; CLASS ACTION AND JURY TRIAL WAIVER

- a. Governing Law and Venue. All disputes, controversies, actions or proceedings relating to, or arising out of, this Agreement and/or the creation, production, manufacture, distribution, promotion, marketing, advertising (including oral and written statements), use of or sale of any and all of our Products and Services (collectively “Claims”), shall be exclusively governed, construed and enforced exclusively in accordance with the laws of the State of Delaware, USA, without reference to conflicts of law principles and nothing in this Agreement will be deemed to exclude or limit the liability of either party which cannot be limited or excluded by such applicable law. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement nor to any dispute arising out of this Agreement. The adjudication of Claims shall be subject to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida, and must be filed within two (2) years after the Claim accrued. If Kaseya commences litigation of a Claim, Kaseya shall be entitled to recover reasonable attorneys’ fees, costs and other expenses.
- b. No Class Actions or Jury Trial. You shall not have the right to participate in a representative capacity, or as a member of any class of claimants pertaining to any Claim. Claims must be brought on an individual basis, and you hereby waive your right to, and agree that you will not, bring (or join) a Claim as a plaintiff or a class member in a class, consolidated, or representative arbitration, litigation or other proceeding. Each party hereby waives all respective rights to a trial by jury regarding any Claims.

15. ADDITIONAL PROVISIONS

- a. Nature of Relationship. Each of us enters into this Agreement as an independent contractor and neither of us may act or represent ourselves as an agent or joint venturer of the other.
- b. Government Contracts. If the Products are to be used in the performance of a government contract or subcontract, no government requirements or regulations will be binding on us unless we specifically agreed in writing. The Products are comprised of “commercial computer software” and “Commercial computer software documentation” as such terms are used in the Code of Federal Regulations.
- c. Construction. The section headings in this Agreement are for convenience of reference and will not be deemed to be a part of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party will not be applied in the interpretation of this Agreement.

- d. Enforceability. If any provisions herein are deemed invalid, illegal, or unenforceable, the validity, legality and enforcement of the remaining provisions will not be affected or impaired.
- e. Electronic Communications. You consent to receive communications from us in electronic form and agree that all agreements, including this Agreement, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement as if in writing.
- f. Assignment. You may not assign this Agreement or any rights or obligations hereunder (including with respect to any individual Product, Order, Service Subscription or Content), without our express written consent. Any assignment or transfer in violation of the foregoing will be null and void. Kaseya may assign this Agreement, Orders or Service Subscriptions in whole or in part.
- g. Force Majeure. Any delay in or failure of performance of either party (excluding obligations to pay for Products) will not constitute a default under this Agreement or give rise to any claim for damages to the extent such delay or failure of performance is caused by an event beyond such party's control such as, for example, war, viruses, acts of public enemies, severe weather, utility failures, labor strikes, natural disasters, acts of God, and telecommunication or Internet service interruptions.
- h. No Waiver. The failure of either party to insist in any instance upon any payment or performance when due by the other party, shall not relieve such other party of any of its obligations with respect to such performance, or constitute a waiver of such party's right to insist upon the full and timely performance in the future of any of the other party's obligations under this Agreement.
- i. Counterparts and No Third Party Beneficiaries. This Agreement may be executed in counterparts, each of which will be deemed an original. Each member of the group of companies of which Kaseya may be the parent or subsidiary shall be a third party beneficiary to this Agreement and entitled to directly enforce and rely upon any provision of this Agreement. Other than the foregoing, no other person or company shall be a third party beneficiary to this Agreement.
- j. English Language. This Agreement has been drafted in the English language and such version will be controlling in all respects and any non-English version is solely for accommodation purposes.
- k. Notices. All legal notices required or permitted hereunder will be in writing and may be delivered by nationally recognized courier (e.g., UPS, FedEx) and will be deemed effective upon receipt as evidenced by delivery confirmation. Legal notices will be sent to you at the main address that Kaseya has on record in your account information. Notices to us must be sent to 701 Brickell Avenue, Suite 400, Miami, Florida 33131, Attn: General Counsel. In addition, Kaseya may send any notice required or permitted hereunder to you by first class mail or by email to your address on record in Kaseya's account information. Such notice will be deemed effective upon the earlier of: (i) our receipt of email delivery notification; (ii) 48-hours after sending by first class mail, or (iii) 12 hours after sending by email. We will have no responsibility for failure to provide notice due to your failure to maintain current and accurate contact information with Kaseya.
- l. Remedy. The rights and remedies of the parties will be cumulative (and not alternative). In the event of any litigation between the parties relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees and court costs from the other party.
- m. Entire Agreement. This Agreement, the applicable Product Terms of Use, Orders, including all referenced terms therein, or other applicable terms agreed to by both you and Kaseya, together constitute the entire understanding of the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement will be binding on us unless it is in writing and either generated by Kaseya or signed by Kaseya. Any inconsistent or additional terms contained in any of your purchase orders, sales confirmations or any other communications are deemed material changes which we hereby expressly reject. Our fulfillment of any Order will not constitute acceptance of any such additional or inconsistent terms and conditions.
- n. Updates to this Agreement. We may update this Agreement (including referenced documents like Terms of Use) from time to time. We will notify you of changes by posting the updated Agreement on the appropriate Portal or website, and/or by sending a message to a primary account user for your organization. The updated Agreement will be effective 30 days from our notice unless you notify us that you object within such 30 days, provided that updated Agreements that apply only to future purchases or renewals may take effect immediately. By continuing to participate as a customer without objection, you agree to comply with the updated Agreement. Should you object to an updated Agreement Kaseya may, in its discretion, allow you to: (a) terminate the applicable Committed Terms without further payment obligation, or; (b) allow the previous set of Terms to continue to apply through the end of the Committed Terms. However, should you fail to terminate a Subscription Service at the end of the Committed Term, the updated Agreement shall apply during the renewal term.
- o. Publicity. You grant us the right and license to identify you as a Kaseya customer and (a) refer to you by name, trade name and trademark, if applicable, as well as (b) briefly describe your business in our marketing materials.

16. DEFINITIONS

"Administrative Data" means data concerning registration, use and administration of Products that we may capture and may make available to you. For example, Administrative Data includes telemetry, logs that we keep regarding access to and use of the Portals, as well as access and use of Content. Administrative Data does not include the Content itself.

"Affiliate" means an entity directly or indirectly controlling, controlled by or under common control with an entity.

"Applicable Laws" means any applicable law, rule, regulation, directive, code, order or other requirement applicable to a party in any jurisdiction contemplated by this Agreement.

"Confidential Information" means any operational and technical business information that is designated as confidential or that a reasonable person would believe to be confidential given the nature of the information or the circumstances of disclosure. Confidential Information may be oral, written, electronic, or in any other format and may include: information regarding the terms and conditions of this Agreement, the Products or Service; Intellectual Property Rights, pricing, discounts, marketing and business plans or opportunities, roadmaps, finances, penetration test results and other security information, third party audit reports, Beta Products and Portal content. Confidential Information does not include Content, Feedback, Administrative Data or Aggregate Data. Also, Confidential Information does not include

any information that: (i) was publicly available at the time of disclosure; (ii) became publicly available after disclosure through no fault of the receiving party; (iii) was known to the receiving party prior to disclosure by the disclosing party or (iv) was rightfully acquired by the receiving party after disclosure by the disclosing party from a third party who was lawfully in possession of the information and was under no legal duty to the disclosing party to maintain the confidentiality of the information.

“Content” means all data and other content that is submitted or otherwise made available through use of the Products, or in connection with use of the Products, by you, by an End-User, or on behalf of you or an End-user. An example of Content is your data that you may back-up through one of our backup Products.

“Documentation” means the current data, information and other content that we make available to you under this Agreement regarding our Products, Kaseya Services, or other information as updated from time to time, such as, for example, information we provide to you through our Portals like white papers, user manuals, KB articles, instructions, technical data sheets or industry information.

“End User” means the person or entity that purchases a Product (either directly from Kaseya or through a channel partner, including you) for its own use and not for resale and owns, licenses, lawfully controls or uses Content, or for whose benefit Content is held, transmitted, or monitored in connection with any Product. End User may also be referred to in certain Product Terms of Use, Portals or Specifications as Customer, Content Owner, Network Owner or Client.

“End User Terms” means terms related to certain Products that must be included in a valid, enforceable contract between a you and an End User or that are otherwise identified in the Product Terms of Use.

“Fees” means subscription fees, hardware pricing, and other such fees and pricing set forth in this Agreement, an Order (including a SOW), or other such documentation for the purchase and license of Products.

“Kaseya Marks” means Kaseya’s trademarks, service marks, trade names, brands, domain names, URLs, logos and other proprietary indicia (whether or not registered).

“Kaseya Services” means all services provided by or on behalf of Kaseya, including without limitation, the business continuity, backup, disaster recovery, routing, file sharing, networking, hosting, remote monitoring and management, Professional Services, technical support, training, business management, Portals, or other applications offered by Kaseya. The term Product includes Kaseya Services.

“Kaseya Software” means software technology and other Intellectual Property Rights of Kaseya and its licensors in or comprising any Product, as well as updates, upgrades and modifications thereto, including any embedded software on hardware devices and any agent software loaded onto endpoints. The term Product includes Kaseya Software.

“Intellectual Property Rights” means all intellectual property rights, however arising and in whatever media, whether or not registered, including patents, copyrights, trademarks, service marks, trade names, design rights, database rights, domain names, trade secrets or other proprietary rights and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

“License” means the right to use a Product pursuant to the terms of this Agreement and as defined in the applicable Product Specifications. Licenses are measured in the form of a “License Unit” which varies depending on the Product, and may be in the form of storage units, seats, protected endpoints, or other such License Units.

“Managed Services” means managed services provided by you to End Users (such as, for example, your clients) through use of the Products.

“Marketing Materials” means press releases, advertising materials, and any other items or information in any medium provided by or on behalf of Kaseya for use by you in promoting the Products.

“Official” means (i) a director, officer, employee, contractor, or agent of any government, military, or state-owned or Affiliate; (ii) any department, agency, corporate entity, instrumentality or political subdivision of any government or military; (iii) any person or commercial entity acting in an official capacity for or on behalf of any government or military; (iv) any candidate for political office, any political party or any official of a political party; or (v) any officer, employee, contractor, or agent of any public international organization such as the United Nations or the World Bank.

“Order” means the ordering documentation for the initial or any renewal purchase of a Product, including a Service Subscription that specifies, as applicable, the Product, Service Subscription, quantity, applicable Fees, billing period and other charges as agreed to between you and Kaseya. An Order may be generated at the time of purchase in a Portal store, by provisioning in any Product Portal, at Service registration, and/or by separate written or electronic document. The term Order includes Statements of Work or similar document that describes Products and Kaseya Services. Orders shall be subject to and incorporate by reference the terms of this Agreement and the applicable Product Terms of Use.

“Portal” means any web-based application, platform or portal provided by Kaseya that contains information related to the purchase, use, management, support and/or resale of the Products.

“Products” means any product or service made available by Kaseya, including Kaseya Services, Kaseya Software, hardware products and Portals, as well as all Enhancements and Specifications related to all of the foregoing, that you use, resell or distribute according to the terms and conditions of this Agreement.

“Product Administrator” means a party other than Kaseya authorized by an End User to control, manage, support and/or use a Product for the benefit of that End User, including you when you provide Managed Services.

“Product Terms of Use” means individually and collectively, the terms and conditions issued by Kaseya that are applicable to the use of each Product. Many Product Terms of use are listed in Section 2, but some may be elsewhere, including on the websites of certain Kaseya subsidiaries that provide Products.

“Professional Services” means implementation, configuration, integration, deployment, administration, customization, training, management and other services that are provided by or through Kaseya. Professional Services do not include the base SaaS services that are part of a Service Subscription. An Order for Professional Services may be referred to as a “Statement of Work.”

“Service Subscription” means a subscription to the Kaseya Services that allow for use of a Product, including the details of any initial and any renewal term during which you subscribe to a Product, as specified in an Order. Service Subscriptions may describe the basic features, modules and/or usage measures applicable to the Products, such as a type of licenses, storage allotment and/or other features, each as described in the applicable Product Specifications. Product add-on or optional features may or may not be included in a Service Subscription. Details of Service Subscriptions vary per Product and are described in the current Product Specifications.

“Specifications” or “Product Specifications” means the policies, documentation, price sheets, knowledge base articles, user manuals and any technical publications, and materials, as applicable, made available by Kaseya relating to the Products.

“Territory” means the geographic area in which you are authorized to use, market and resell the Products. In no event will Territory include any jurisdiction where any sale or use of the Products is prohibited by Applicable Law.

OVERVIEW

- [Home](#)
- [MSPs](#)
- [IT Departments](#)
- [Small Businesses](#)
- [Resources](#)
- [Company](#)
- [Request My Demo](#)

SUITES

- [RMM/Endpoint Management](#)
- [Security](#)
- [Audit & Compliance](#)
- [Unified Backup](#)
- [Business Services](#)
- [Networking](#)
- [IT Operations](#)
- [MSP Enablement](#)

EVENTS

- [Overview](#)
- [Kaseya Connect](#)
- [Global](#)
- [Asia-Pacific](#)
- [Europe](#)
- [Local](#)

COMPANY

- [Blog](#)
- [Careers](#)
- [Kaseya Cares](#)
- [Press Releases](#)
- [Trust Center](#)
- [Contact Us](#)



© 2023 Kaseya. All rights reserved.

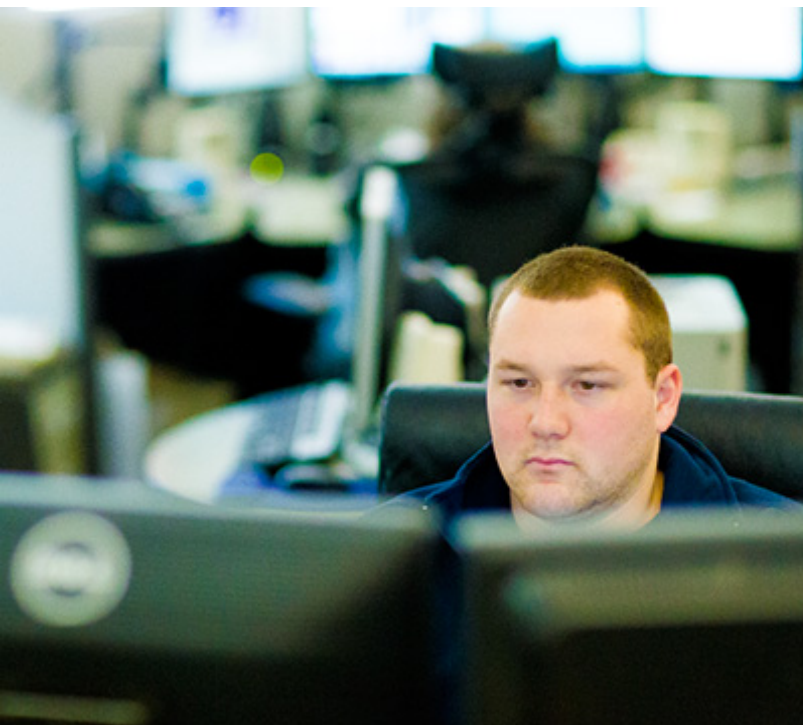
[Legal](#)

[Website Terms of Use](#)

[Privacy Statement](#)

[Sitemap](#)

[Cookies Settings](#)



Steve Gill

08/03/2023

08/03/2023

Steve Gill
6450 MOREHEAD RD
HARRISBURG, NC 28075

Dear Steve Gill,

Motorola Solutions is pleased to present Steve Gill with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Steve Gill with the best products and services available in the communications industry. Please direct any questions to Jody Johnson at jodyjohnson@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jody Johnson

Motorola Solutions Manufacturer's Representative

Billing Address:
HARRISBURG. TOWN OF
6450 MOREHEAD RD
HARRISBURG, NC 28075
US

Quote Date:08/03/2023
Expiration Date:10/02/2023
Quote Created By:
Jody Johnson
jodyjohnson@callmc.com

End Customer:
Steve Gill
Steve Gill
sgill@harrisburgnc.org

Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	FLASHport Series	APX6000FLASHPORT				
1	T7664A	DIGITAL SMARTZONE*	1	\$0.00	\$0.00	\$0.00
1a	QA00580AE	ENH: TDMA OPERATION	1	\$569.00	\$426.75	\$426.75
Grand Total					\$426.75(USD)	

Qty 28 @ \$426.75 = \$11,949.00

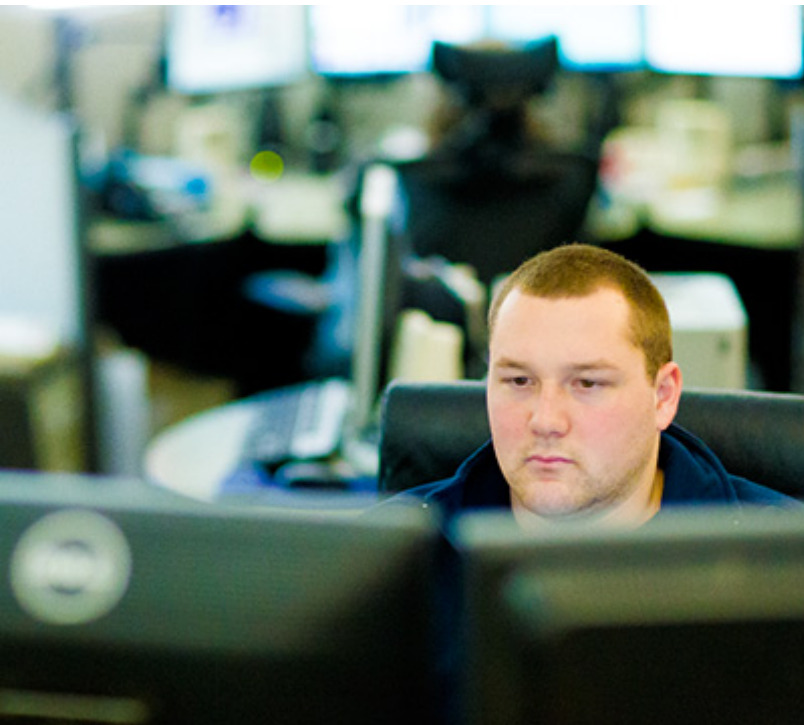
Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



HARRISBURG, TOWN OF

07/11/2023

07/11/2023

HARRISBURG, TOWN OF
6450 MOREHEAD RD
HARRISBURG, NC 28075

Dear Steve Gill,

Motorola Solutions is pleased to present HARRISBURG, TOWN OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide HARRISBURG, TOWN OF with the best products and services available in the communications industry. Please direct any questions to Jody Johnson at jodyjohnson@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jody Johnson

Motorola Solutions Manufacturer's Representative

Billing Address:
HARRISBURG. TOWN OF
6450 MOREHEAD RD
HARRISBURG, NC 28075
US

Quote Date:07/11/2023
Expiration Date:09/09/2023
Quote Created By:
Jody Johnson
jodyjohnson@callmc.com

End Customer:
HARRISBURG, TOWN OF
Steve Gill
sgill@harrisburgnc.org

Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	6	\$7,774.00	\$5,830.50	\$34,983.00
1a	H869BW	ENH: MULTIKEY	6	\$363.00	\$272.25	\$1,633.50
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	6	\$567.00	\$425.25	\$2,551.50
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	6	\$330.00	\$247.50	\$1,485.00
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6	\$0.00	\$0.00	\$0.00
1e	QA02006AC	ENH: APX8000XE RUGGED RADIO	6	\$880.00	\$660.00	\$3,960.00
1f	QA00580AA	ADD: TDMA OPERATION	6	\$495.00	\$371.25	\$2,227.50
1g	QA01767AB	ADD: P25 LINK LAYER AUTHENTICATION	6	\$110.00	\$82.50	\$495.00
1h	QA05509AA	DEL: DELETE UHF BAND	6	-\$800.00	-\$600.00	-\$3,600.00
1i	Q53AF	ADD: FRONT PANEL PROGRAMMING & CLONING	6	\$165.00	\$123.75	\$742.50
1j	QA09008AA	ADD: GROUP SERVICES	6	\$165.00	\$123.75	\$742.50
1k	QA09001AB	ADD: WIFI CAPABILITY	6	\$330.00	\$247.50	\$1,485.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	H38BS	ADD: SMARTZONE OPERATION	6	\$1,650.00	\$1,237.50	\$7,425.00
1m	QA07682AA	ADD: SMARTCONNECT	6	\$0.00	\$0.00	\$0.00
1n	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	6	\$0.00	\$0.00	\$0.00
1o	QA03399AA	ADD: ENHANCED DATA APX	6	\$165.00	\$123.75	\$742.50
2	LSV00Q00202A	DEVICE PROGRAMMING	6	\$49.00	\$49.00	\$294.00
3	PMMN4106CBLK	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT BLACK	8	\$665.28	\$498.96	\$3,991.68
4	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	8	\$222.92	\$167.19	\$1,337.52
Subtotal						\$60,496.20

Grand Total
\$60,496.20(USD)
Notes:


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)



Town of Harrisburg
Planning and Zoning Department
Rezoning Staff Report – Town Council:
August 14, 2023 Meeting

DATE: August 14, 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 Cochran, 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. Staff is recommending that the applicant make improvements to Rocky River Road (extending in front of Bojangles) as depicted on the revised site plan dated July 27, 2023.

Due to safety concerns, staff is also 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 applicant is proposing a road connection (including a sidewalk) 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, offering safe left-turning movements to residents, employees and visitors to the Harrisburg Retirement Residence. 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 for conditional rezoning 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:

Since the Public Hearing at the Town Council's July 10th meeting, the applicant has been working with Planning, Public Works and Engineering staff on addressing the conditions recommended by staff at the public hearing. The applicant has agreed to meet all the conditions proposed by staff and has modified their site plan to reflect these conditions.

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:

Conditions of Approval:

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 along the property frontage consistent with the adopted cross section from the Harrisburg Comprehensive Transportation

Plan (CTP) as generally depicted, subject to NCDOT approval. 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 a second east-bound lane along Rocky River Road from the intersection of Stafford and Rocky River Road to the eastern property boundary of the site. The final design of these improvements shall be determined during major site plan review, in coordination with NCDOT and Town staff. It is understood that the Applicant shall not be responsible for improvements on the north side of Rocky River Road.

5. Applicant constructs a drive aisle and pedestrian connection to the adjoining Brookdale Shopping Center, as shown on the submitted site plan.

6. Applicant constructs a drive aisle stub connection to property located to the east, as shown on the submitted site plan.

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.

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.)

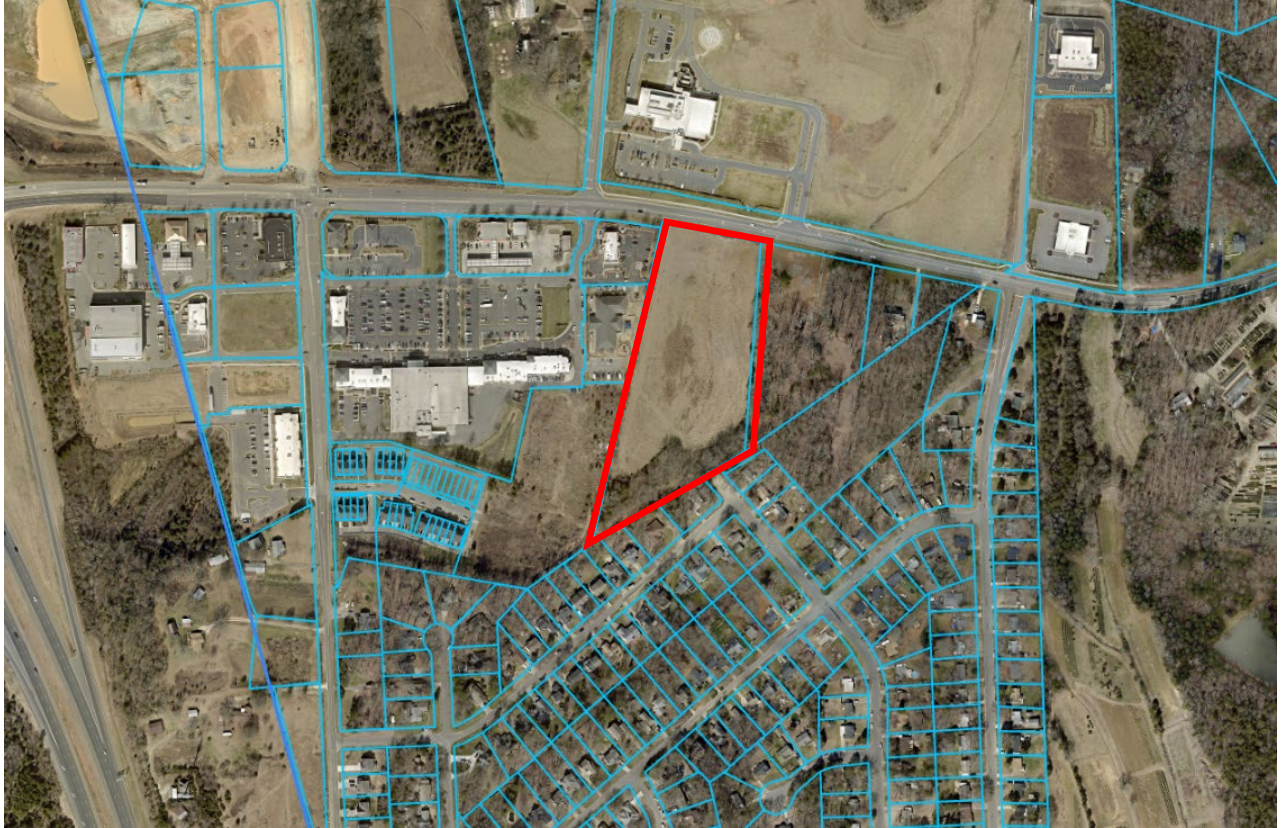
Zoning Map Amendment (rezoning)

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

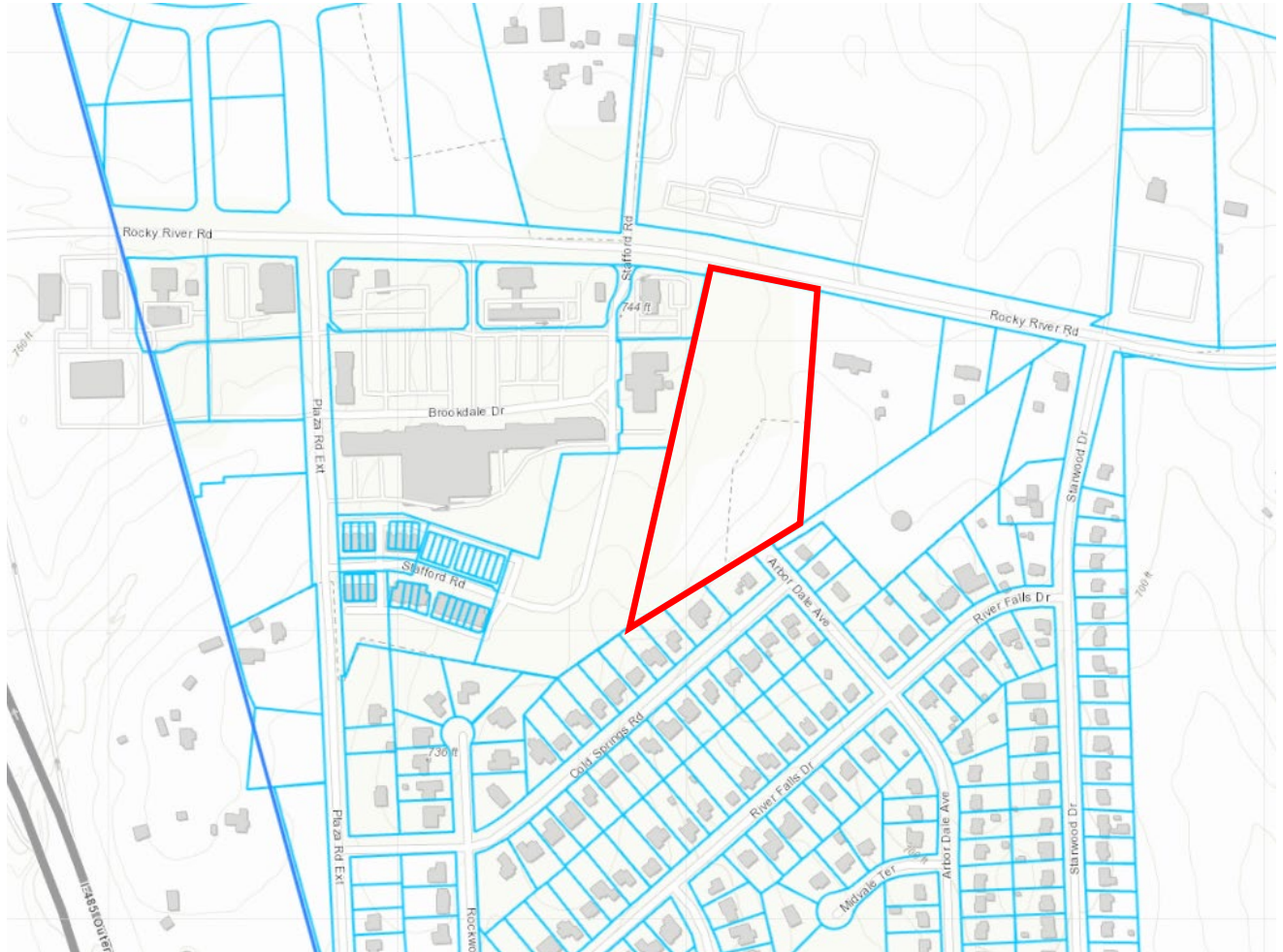
UDO Text Amendment

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=ZUVSVUhMdHQ0U0FzcmVVTCTtZenh4dz09>

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

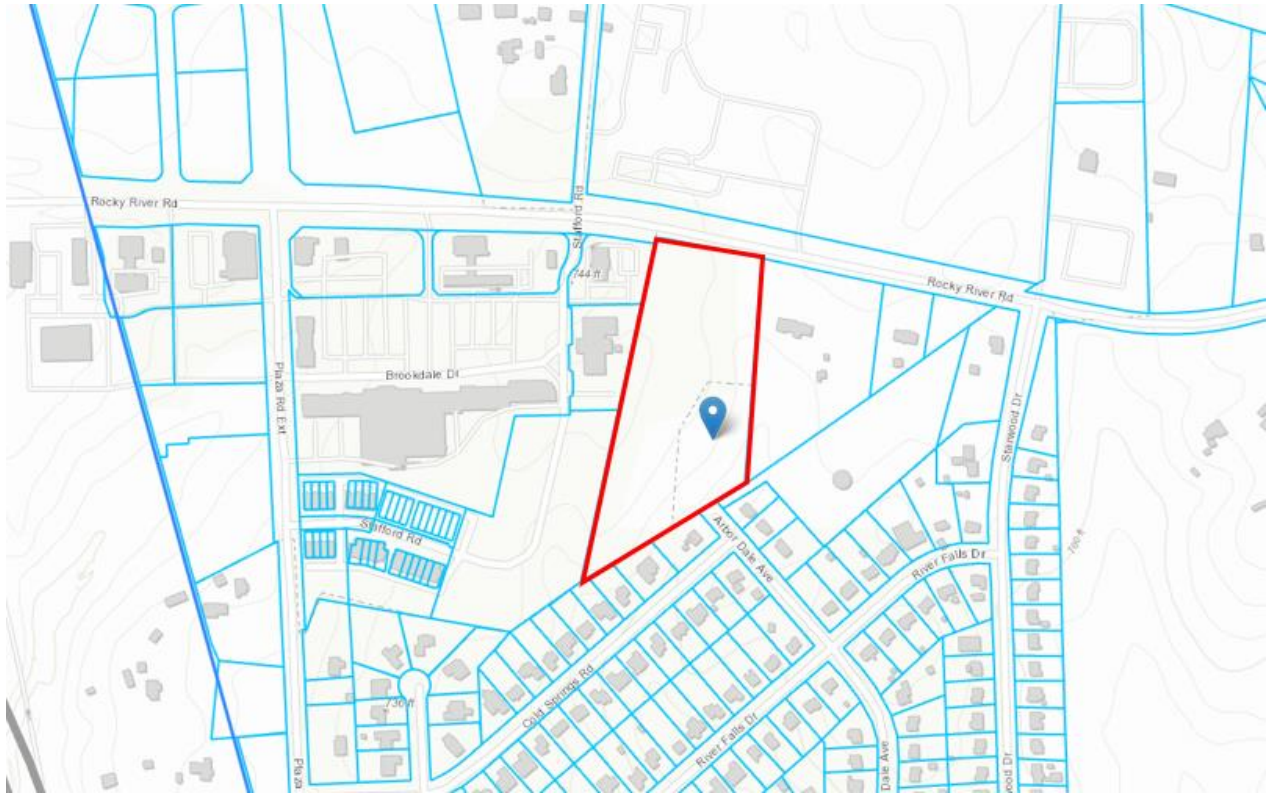
Location: Harrisburg Town Hall
4100 Main Street
Harrisburg, NC 28075

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

764-451-7277



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.

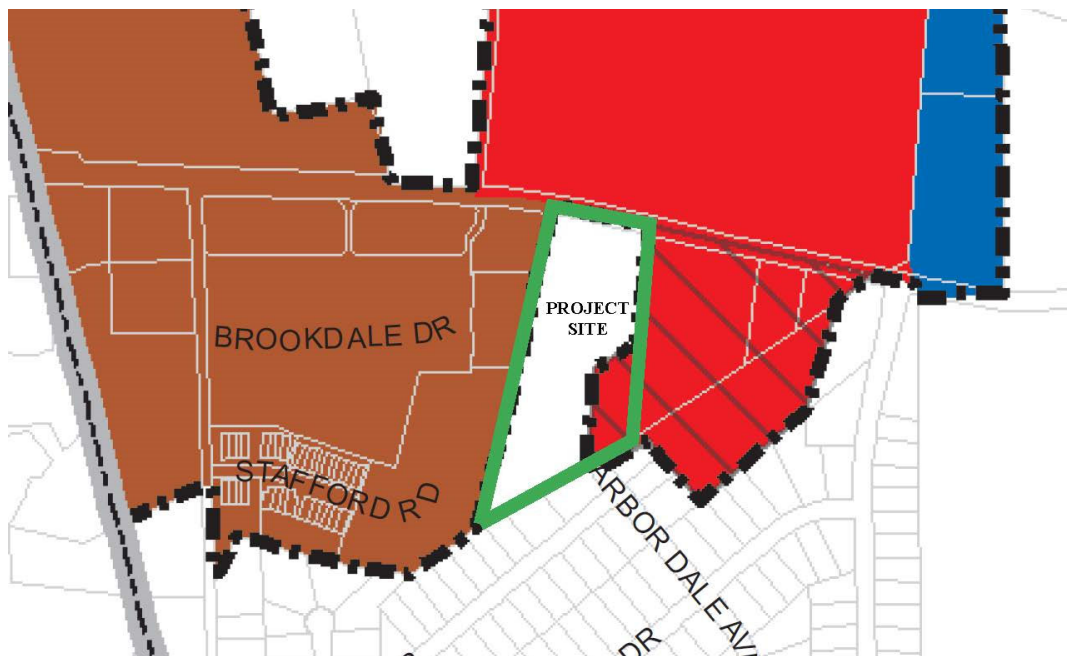
The exterior design of the building provides architectural features and changes in colors and materials to visually articulate the building façade. Resident patios and decks provide additional architectural relief along the building's exterior. The core of the building steps down from three to two and 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:

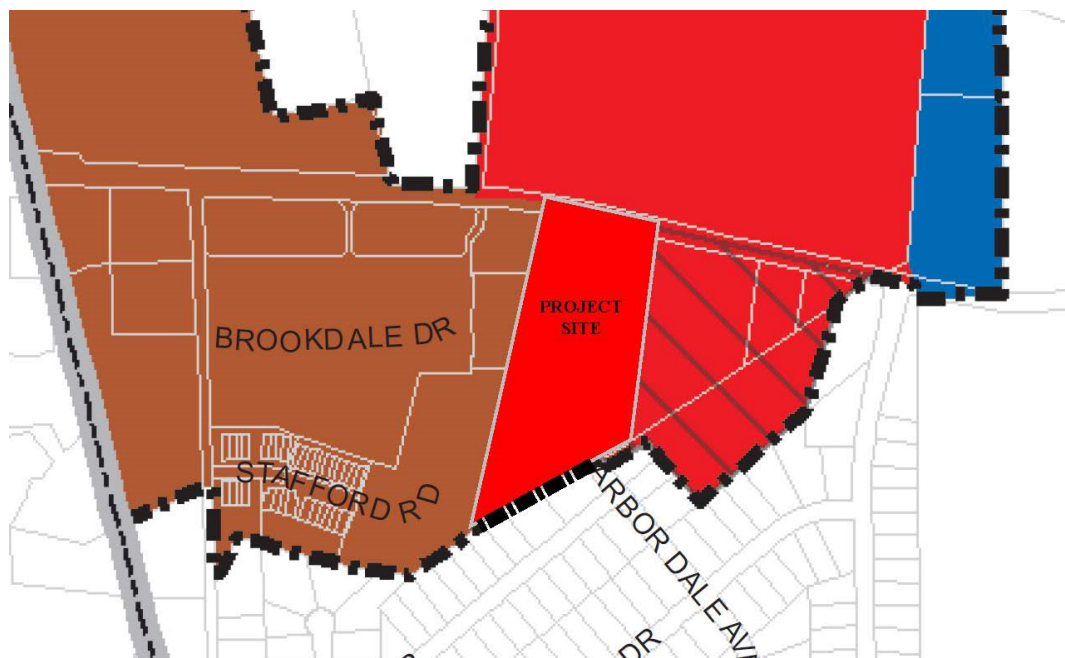
North: General Commercial (GC), Atrium Hospital and Future Medical Office

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.

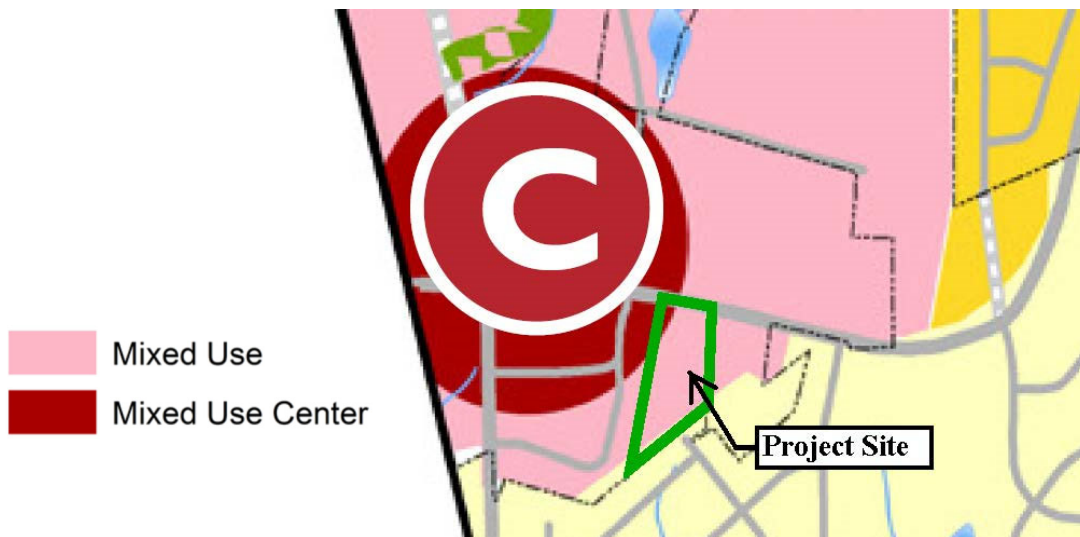
The property is shown in the HALUP as being within the Harrisburg Planning Area (Figure 2 The Planning Area) but outside of the town limits. The Planning Area is described as including areas of potential future annexation indicating that this site was anticipated to be annexed into the town limits at 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: JULY 27, 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:

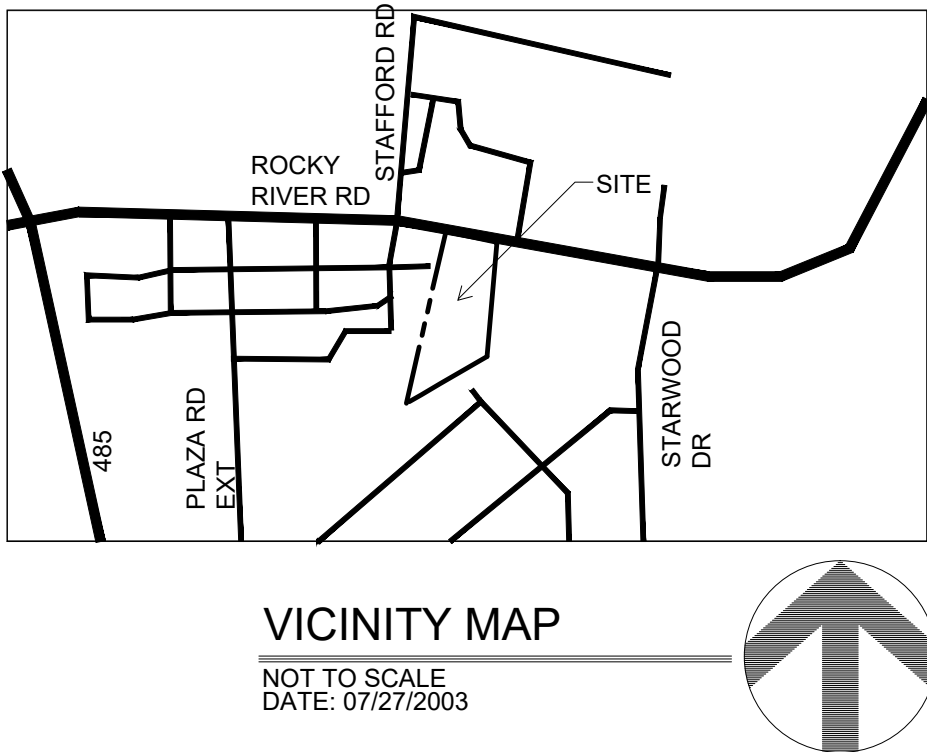
- L1.1 LANDSCAPE PLAN

ELECTRICAL SHEET INDEX:

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

CIVIL SHEET INDEX:

- C101 TREE PRESERVATION PLAN
- C200 SITE PLAN
- C201 ROADWAY IMPROVEMENT PLAN
- C400 GRADING AND STORMWATER
MANAGEMENT PLAN
- C500 UTILITY PLAN



lenity
architecture, inc.

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

Harrisburg Retirement Residence

Harrisburg, NC

HAWTHORN
SENIOR LIVING

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

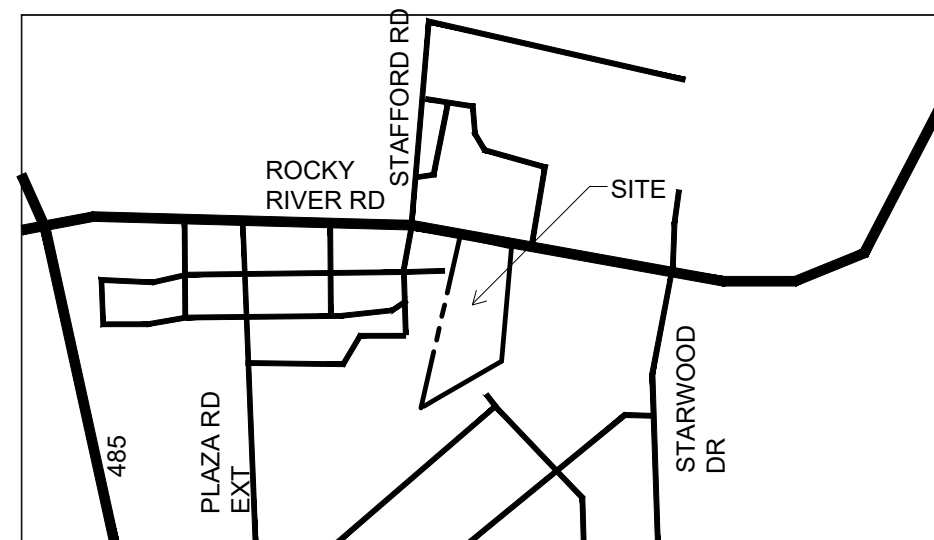
- 1_12/21/2022
- 2_04/06/2023
- 3_06/23/2023
- 4_07/27/2023

A0.0

Harrisburg Retirement Residence

Harrisburg, NC

HARRISBURG, NC



VICINITY MAP
NOT TO SCALE

Site Information

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

Land Use Summary

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

Development Summary

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

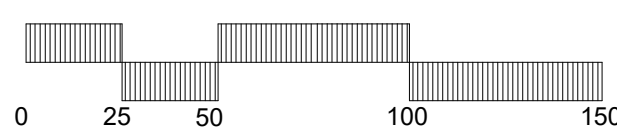
REQUIRED SUSTAINABILITY POINTS

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: 07/27/2023
1" = 50'



- 1 12/21/2022
- 2 04/06/2023
- 3 06/23/2023
- 4 07/27/2023

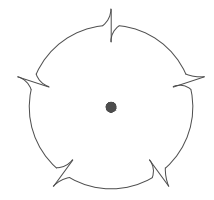
HAWTHORN
SENIOR LIVING

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

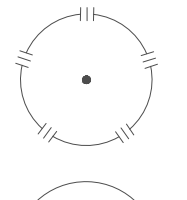
A1.1



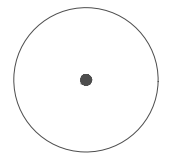
3-STORY FINISH FLOOR TO TOP OF ROOF



PARKING SHADE TREE



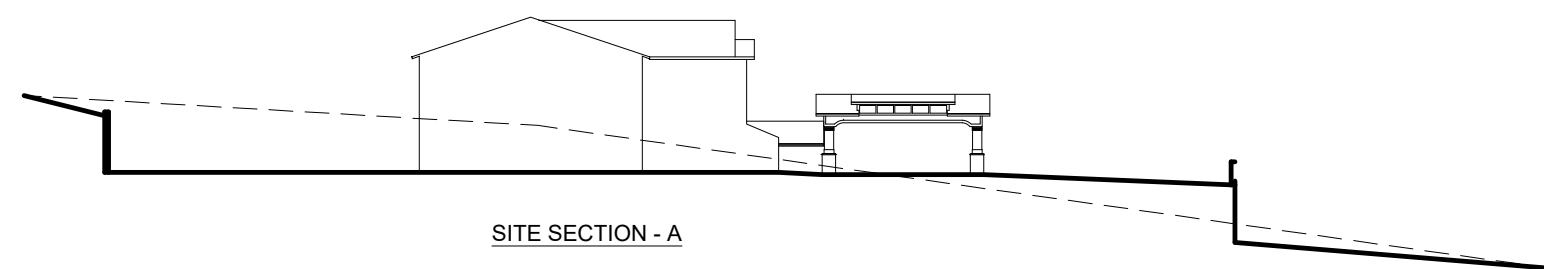
PARKING ORNAMENTAL TREE



BUILDING YARD SHADE TREE

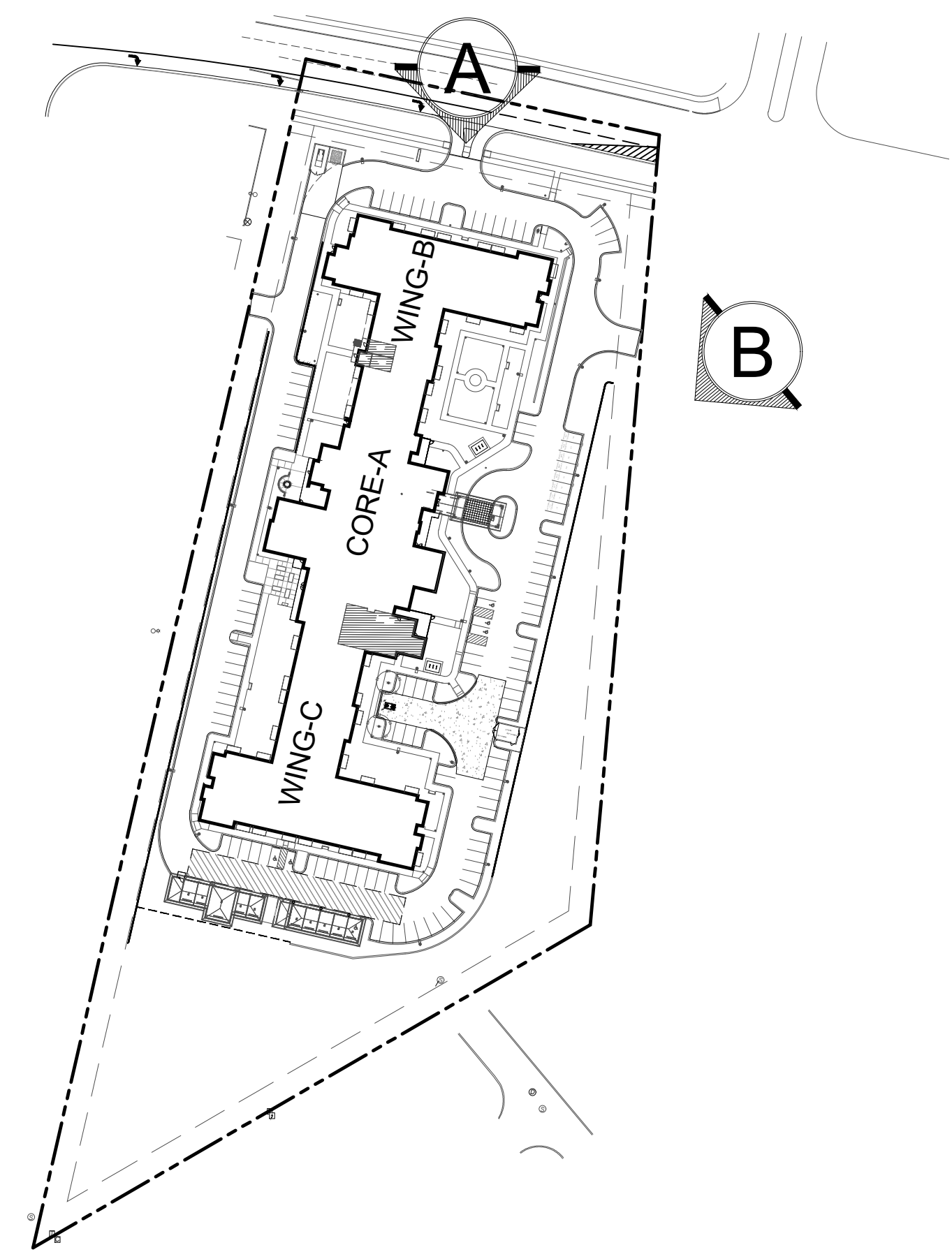
CONDITIONS OF APPROVAL

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 ALONG THE PROPERTY FRONTAGE CONSISTENT WITH THE ADOPTED CROSS SECTION FROM THE HARRISBURG COMPREHENSIVE TRANSPORTATION PLAN (OTP) AS GENERALLY DEPICTED, SUBJECT TO NCDOT APPROVAL. 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 A SECOND EAST BOUND LANE ALONG ROCKY RIVER ROAD FROM THE INTERSECTION OF STAFFORD AND ROCKY RIVER ROAD TO THE EASTERN PROPERTY BOUNDARY OF THE SITE. THE FINAL DESIGN OF THESE IMPROVEMENTS SHALL BE DETERMINED DURING MAJOR SITE PLAN REVIEW. IN COORDINATION WITH NCDOT AND TOWN STAFF. IT IS UNDERSTOOD THAT THE APPLICANT SHALL NOT BE RESPONSIBLE FOR IMPROVEMENTS ON THE NORTH SIDE OF ROCKY RIVER ROAD.
5. APPLICANT CONSTRUCTS A DRIVE AISLE AND PEDESTRIAN CONNECTION TO THE ADJOINING BROOKDALE SHOPPING CENTER, AS SHOWN ON THE SUBMITTED SITE PLAN.
6. APPLICANT CONSTRUCTS A DRIVE AISLE STUB CONNECTION TO PROPERTY LOCATED TO THE EAST, AS SHOWN ON THE SUBMITTED SITE PLAN.

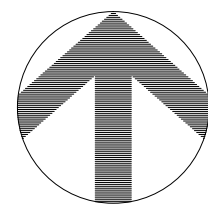




A STREET ENTRY LOOKING SOUTH AT WING-B
SCALE: N.T.S.



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: 07/27/2023

- 1 12/21/2022
- 2 04/06/2023
- 3 06/23/2023
- 4 07/27/2023

lenity
architecture, inc.

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

Harrisburg Retirement Residence

Harrisburg, NC

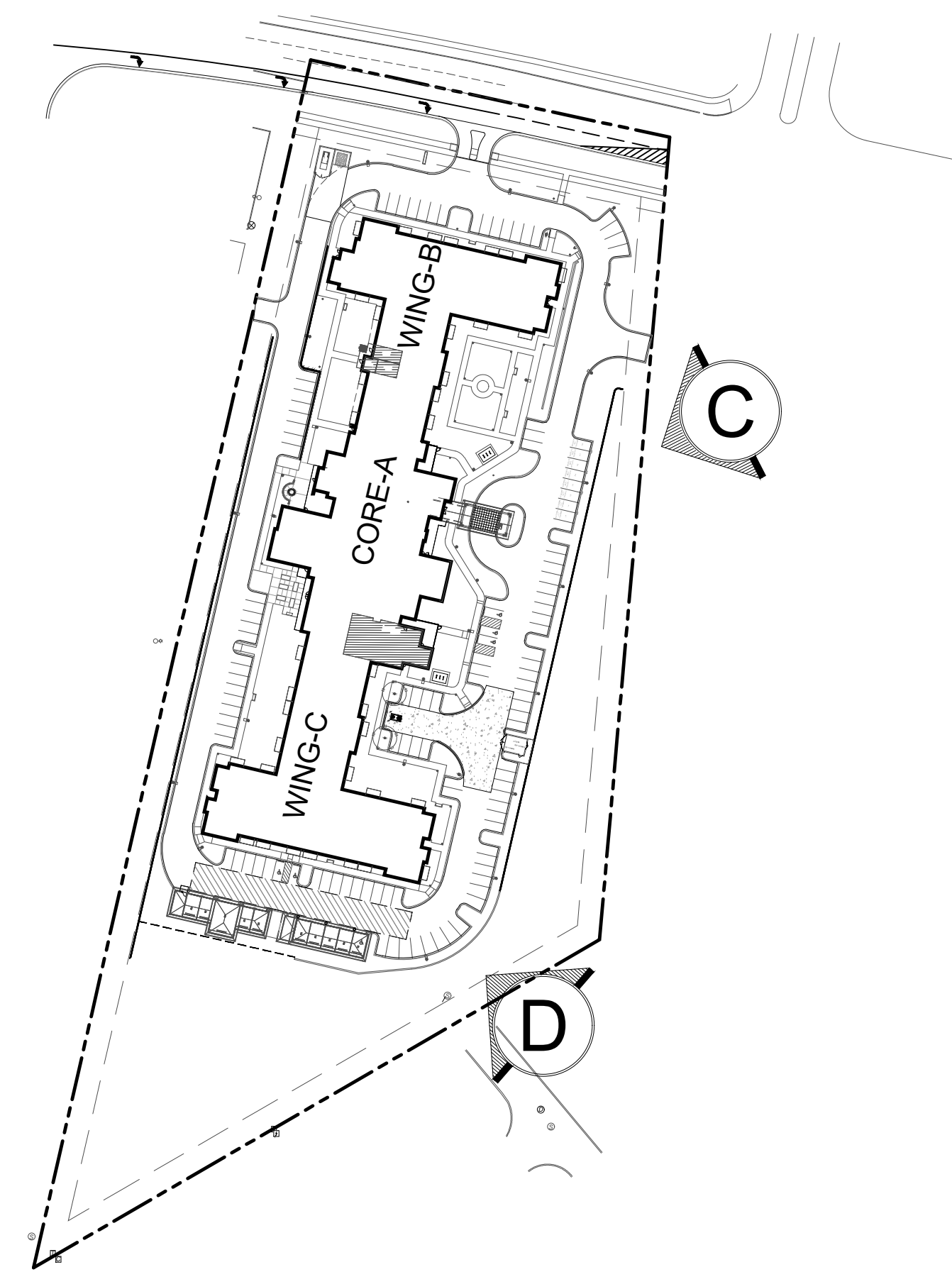
HAWTHORN
SENIOR LIVING

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

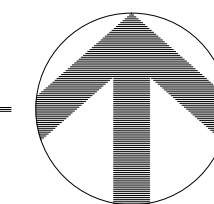
A4.1



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

EXTERIOR RENDERINGS

NOT TO SCALE
DATE: 07/27/2023

- 1 12/21/2022
- 2 04/06/2023
- 3 06/23/2023
- 4 07/27/2023

HAWTHORN
SENIOR LIVING

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

A4.2

lenity
architecture, inc.

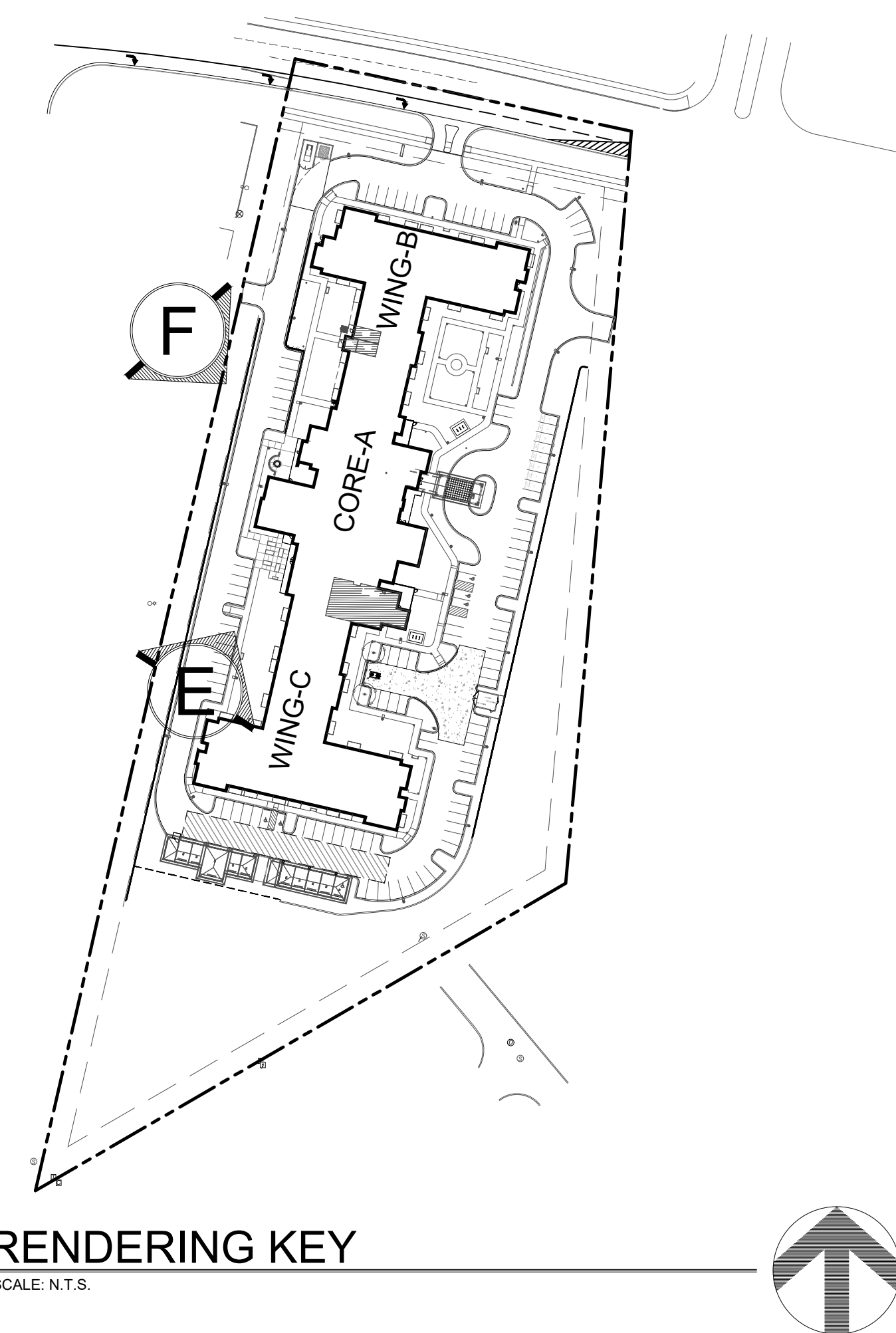
3150 Kettle Court SE, Salem, Oregon 97301
P 503 399 1090 F 503 399 0565 W lenityarchitecture.com

Harrisburg Retirement Residence

Harrisburg, NC



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



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

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

EXTERIOR RENDERINGS

NOT TO SCALE
DATE: 07/27/2023

- 1 12/21/2022
- 2 04/06/2023
- 3 06/23/2023
- 4 07/27/2023

Harrisburg Retirement Residence

Harrisburg, NC

lenity
architecture, inc.

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

HAWTHORN
SENIOR LIVING

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

A4.3



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.)



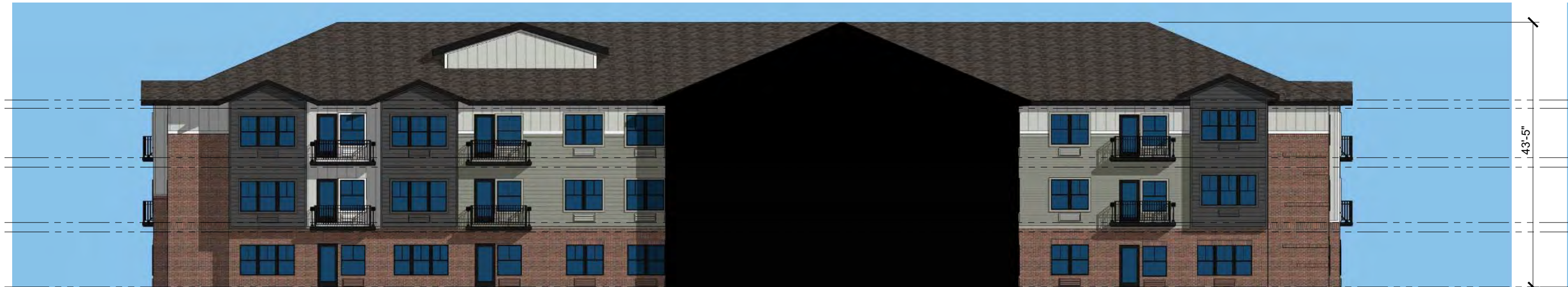
C WING B (NORTH) ELEVATION

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



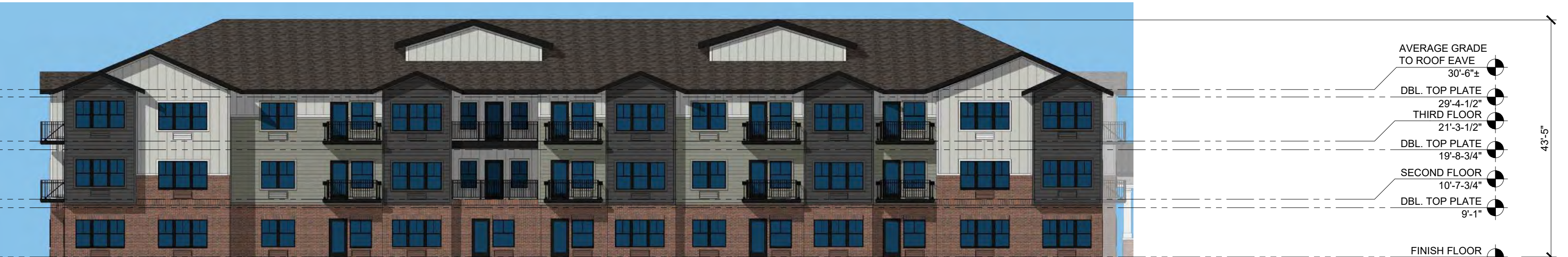
D REAR (WEST) ELEVATION

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



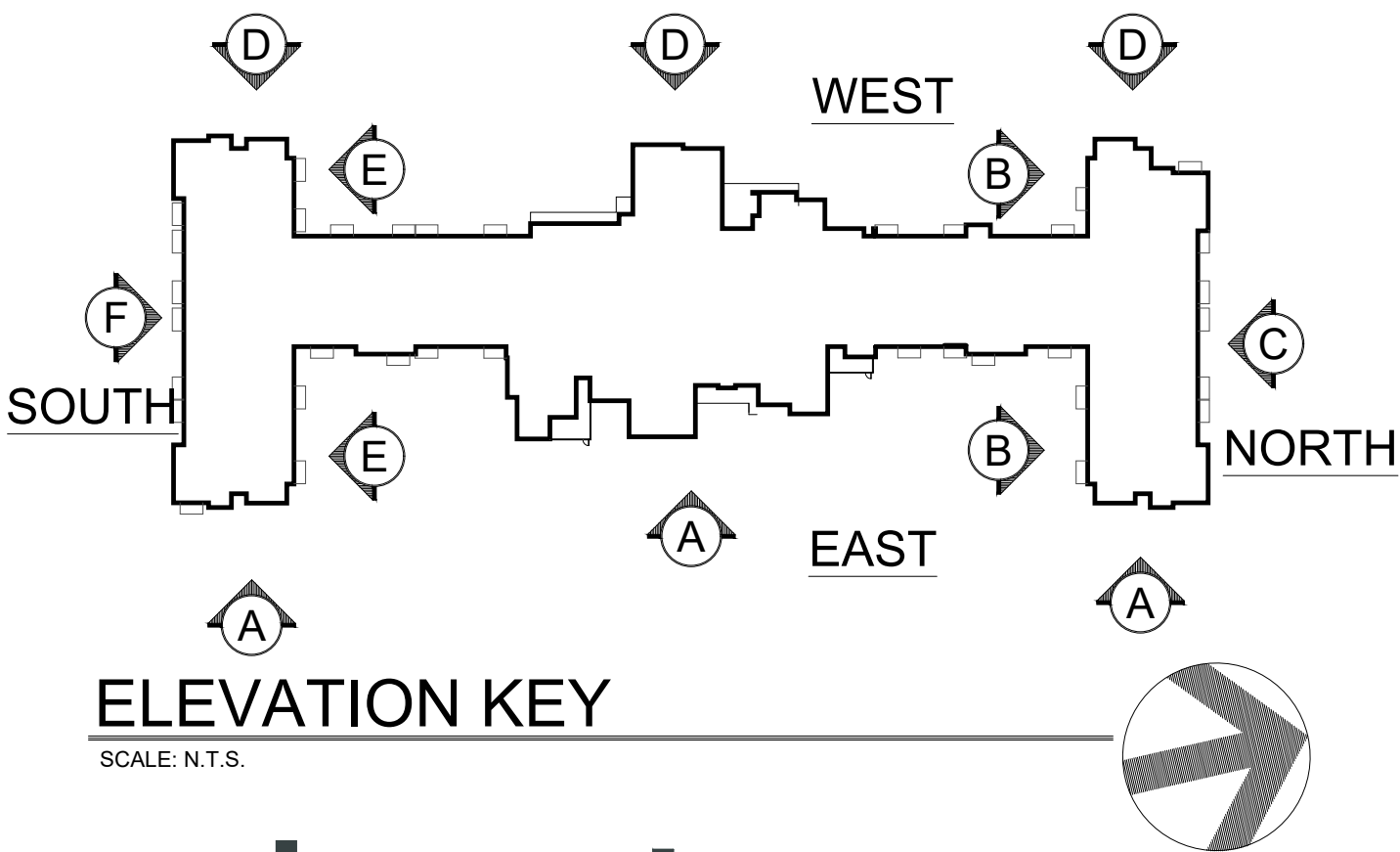
E WING C (NORTH) ELEVATION

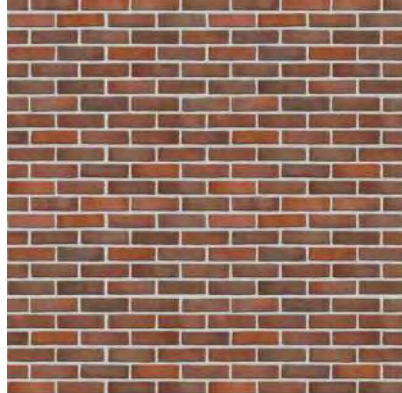
SCALE : 1/16" = 1'-0" (TYP. ALL DRWG'S THIS SHEET U.O.N.)



F WING C (SOUTH) ELEVATION

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



KEY NOTES/COLORS						
						
HARDIE PANEL - SMOOTH FINISH COLOR: LIGHT MIST* LOCATIONS: BOARD + BATT SIDING, WINDOW AND DOOR TRIM AS SHOWN ON ELEVATIONS.	HARDIE PANEL LAP SIDING - 7" 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

* = 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

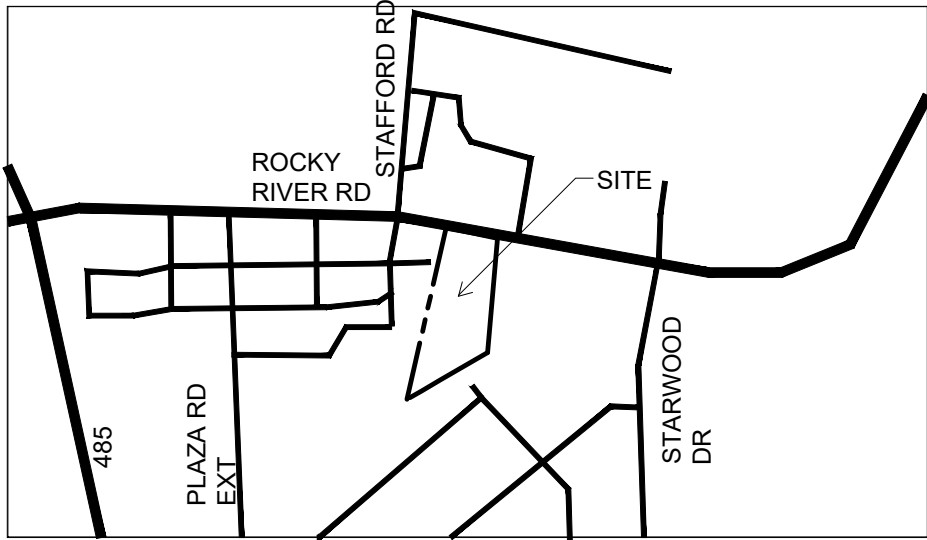
SCALE: 1/16" = 1'-0"
DATE: 07/27/2023

1 12/21/2022

2 04/06/2023

3 06/23/2023

4 07/27/2023



VICINITY MAP
NOT TO SCALE

7.3-1 POINTS FOR INDIVIDUAL PLANT TYPES

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

SYMBOL	BOTANICAL NAME / COMMON NAME	DEC. / EVG.	QUANTITY	SIZE / COMMENTS
SHADE TREES: NOTE TREE SYMBOLS MAY APPEAR REDUCED IN SCALE				
	ACER SACCHARUM SUGAR MAPLE	DECIDUOUS	9	2-2.50" CAL. x 10-12"
	GINKGO BILOBA 'FAIRMOUNT'	DECIDUOUS	16	2-2.50" CAL. x 10-12"
	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 GRAPE 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 'HETZII' 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
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	TBD	SOD OR SEED

LANDSCAPE PLAN

DATE: 07/27/2023
1" = 50'

12/21/2022
04/06/2023
06/23/2023
07/27/2023

HAWTHORN
SENIOR LIVING

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

L1.1

7.4-2 BUFFER YARD LANDSCAPE REQUIREMENTS

BUFFER YARD TYPE	MINIMUM WIDTH	MIN. REQUIRED SHADE TREES	MIN. REQUIRED ORNAMENTAL TREES	% TREES REQUIRED TO BE EVERGREEN	MIN. REQUIRED LARGE EVERGREEN SHRUBS	MIN. REQUIRED POINTS / LIN. FT.
C	20 FT.	1/50'	1/50'	50	1/20'	1.2

20' EAST BUFFER- TYPE C
EAST BUFFER YARD (610 L.F.)
SHADE TREES REQUIRED 610 / 50= 12.2
PRESERVED DECID. SHADE TREES= 4
PRESERVED EVG. SHADE TREES= 8
NEW DECIDUOUS SHADE TREES= 9
NEW EVERGREEN SHADE TREES= 6
SHADE TREES TOTAL= 27 (324 PTS.)
% EVERGREEN= 52%

ORNAMENTAL TREES REQUIRED 610 / 50= 12.2
NEW DECIDUOUS ORNAMENTAL TREES= 12
NEW EVERGREEN ORNAMENTAL TREES= 12
ORNAMENTAL TREES PROPOSED= 24 (144 PTS.)
% EVERGREEN= 50%

LARGE EVG. SHRUBS REQUIRED 610 / 20= 30.5
LARGE EVG. SHRUBS PROPOSED= 88 (264 PTS.)

POINTS REQUIRED 610 x 1.2= 732
POINTS PROPOSED= 732

20' SOUTH BUFFER- TYPE C
SOUTH BUFFER YARD (350 L.F.)
SHADE TREES REQUIRED 350 / 50= 7
PRESERVED DECID. SHADE TREES= 0
PRESERVED EVG. SHADE TREES= 5
NEW DECIDUOUS SHADE TREES= 7
NEW EVERGREEN SHADE TREES= 14 (168 PTS.)
% EVERGREEN= 50%

ORNAMENTAL TREES REQUIRED 350 / 50= 7
NEW DECIDUOUS ORNAMENTAL TREES= 8
NEW EVERGREEN ORNAMENTAL TREES= 8 (48 PTS.)
ORNAMENTAL TREES PROPOSED= 100%

LARGE EVG. SHRUBS REQUIRED 350 / 20= 28
LARGE EVG. SHRUBS PROPOSED= 41 (205 PTS.)

POINTS REQUIRED 350 x 1.2= 420
POINTS PROPOSED= 421

20' WEST BUFFER- TYPE C
WEST BUFFER YARD (788 L.F.)
SHADE TREES REQUIRED 788 / 50= 15.76
PRESERVED DECID. SHADE TREES= 0
PRESERVED EVG. SHADE TREES= 17
NEW DECIDUOUS SHADE TREES= 17
NEW EVERGREEN SHADE TREES= 35 (420 PTS.)
SHADE TREES TOTAL= 51.4%

ORNAMENTAL TREES REQUIRED 788 / 50= 15.76
NEW DECIDUOUS ORNAMENTAL TREES= 6
NEW EVERGREEN ORNAMENTAL TREES= 10
ORNAMENTAL TREES PROPOSED= 16 (96 PTS.)
% EVERGREEN= 50%

LARGE EVG. SHRUBS REQUIRED 788 / 20= 39.4
LARGE EVG. SHRUBS PROPOSED= 144 (432 PTS.)

POINTS REQUIRED 788 x 1.2= 946
POINTS PROPOSED= 948

7.5-1 BUILDING YARD LANDSCAPE REQUIREMENTS

BUILDING YARD CATEGORY	MINIMUM WIDTH	MIN. REQUIRED SHADE TREES	MIN. REQUIRED ORNAMENTAL TREES	MIN. REQUIRED SMALL OR MEDIUM EVERGREEN SHRUBS	MIN. REQUIRED POINTS / LIN. FT.
4	12 FT.	1 PER 50 L.F.	1 PER 50 L.F.	16 PER 30 L.F.	1.0

EAST BUILDING YARD (348 L.F. x 12 FT. MIN. WIDTH)
SHADE TREES REQUIRED 348/50= 6.96
SHADE TREES PROPOSED= 7 (84 PTS.)

ORNAMENTAL TREES REQUIRED 348/50= 6.96
ORNAMENTAL TREES PROPOSED= 7 (42 PTS.)

SMALL OR MEDIUM EVG. SHRUBS REQUIRED 348/30 x 16= 186
MEDIUM EVG. SHRUBS PROPOSED= 36 (72 PTS.)
SMALL EVG. SHRUBS PROPOSED= 150 (150 PTS.)
TOTAL SHRUBS / TOTAL POINTS PROPOSED= 186 (348 PTS.)

WEST BUILDING YARD (370 L.F. x 12 FT. MIN. WIDTH)
SHADE TREES REQUIRED 370/50= 7.4
SHADE TREES PROPOSED= 8 (96 PTS.)

ORNAMENTAL TREES REQUIRED 370/50= 7.4
ORNAMENTAL TREES PROPOSED= 8 (48 PTS.)

SMALL OR MEDIUM EVG. SHRUBS REQUIRED 370/30 x 16= 197
MEDIUM EVG. SHRUBS PROPOSED= 29 (58 PTS.)
SMALL EVG. SHRUBS PROPOSED= 169 (169 PTS.)
TOTAL SHRUBS / TOTAL POINTS PROPOSED= 197 (370 PTS.)

7.6 PARKING LOT YARD LANDSCAPE REQUIREMENTS

PARKING STALL QUANTITY 123 STALLS (GARAGE SPACES NOT INC.)

PARKING LOT YARD LANDSCAPE AREA REQUIREMENT:
PARKING AREA: 69,763 S.F.
10% OF PARKING AREA= 6,976 S.F.
PARKING LANDSCAPE AREA PROPOSED= 14,074 S.F. (20%)

PARKING LOT YARD PLANTING REQUIREMENTS:
1 SHADE TREE OR TWO ORNAMENTAL TREES AND EIGHT SMALL SHRUBS / 10 STALLS, WHEREAS PLANTING AREAS SHALL A MINIMUM WIDTH OF 9 FT., SHADE TREES SHALL HAVE A MINIMUM PLANTING OF 300 S.F., ORNAMENTAL TREES SHALL HAVE A MIN. PLANTING AREA OF 150 S.F. A PARKING LOT TREE SHALL BE PLACED 60 L.F. MAX. FROM ALL PARKING STALLS.

123 PARKING STALLS / 10= 12.3
12 ORNAMENTAL TREES MAY BE USED IN LIEU OF 1 SHADE TREE

SHADE TREES PROPOSED= 10
ORNAMENTAL TREES PROPOSED= 11

123 PARKING STALLS / 10= 12.3 x 8= 99
SMALL SHRUBS PROPOSED= 118

7.7-1 STREET YARD LANDSCAPE REQUIREMENTS

STREET YARD CLASS	MINIMUM WIDTH	MIN. REQUIRED SHADE TREES	MIN. REQUIRED ORNAMENTAL TREES	MIN. REQUIRED POINTS / LIN. FT.
4	8 FT.	1 PER 50 L.F.	1 PER 50 L.F.	0.5

FRONT STREET YARD (314 L.F. LESS 30' DRIVEWAY= 284 L.F. x 8 FT. MIN. WIDTH)
SHADE TREES REQUIRED 284 / 50= 5.68
SHADE TREES PROPOSED= 6

ORNAMENTAL TREES REQUIRED 284 / 50= 5.68
ORNAMENTAL TREES PROPOSED= 6

POINTS REQUIRED 284 x 0.5= 142
POINT SUMMARY:
6 SHADE TREES @ 12 PTS.= 72
6 ORNAMENTAL TREES @ 6 PTS.= 36
35 SMALL SHRUBS @ 1 PT.= 35
POINTS PROVIDED= 143

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

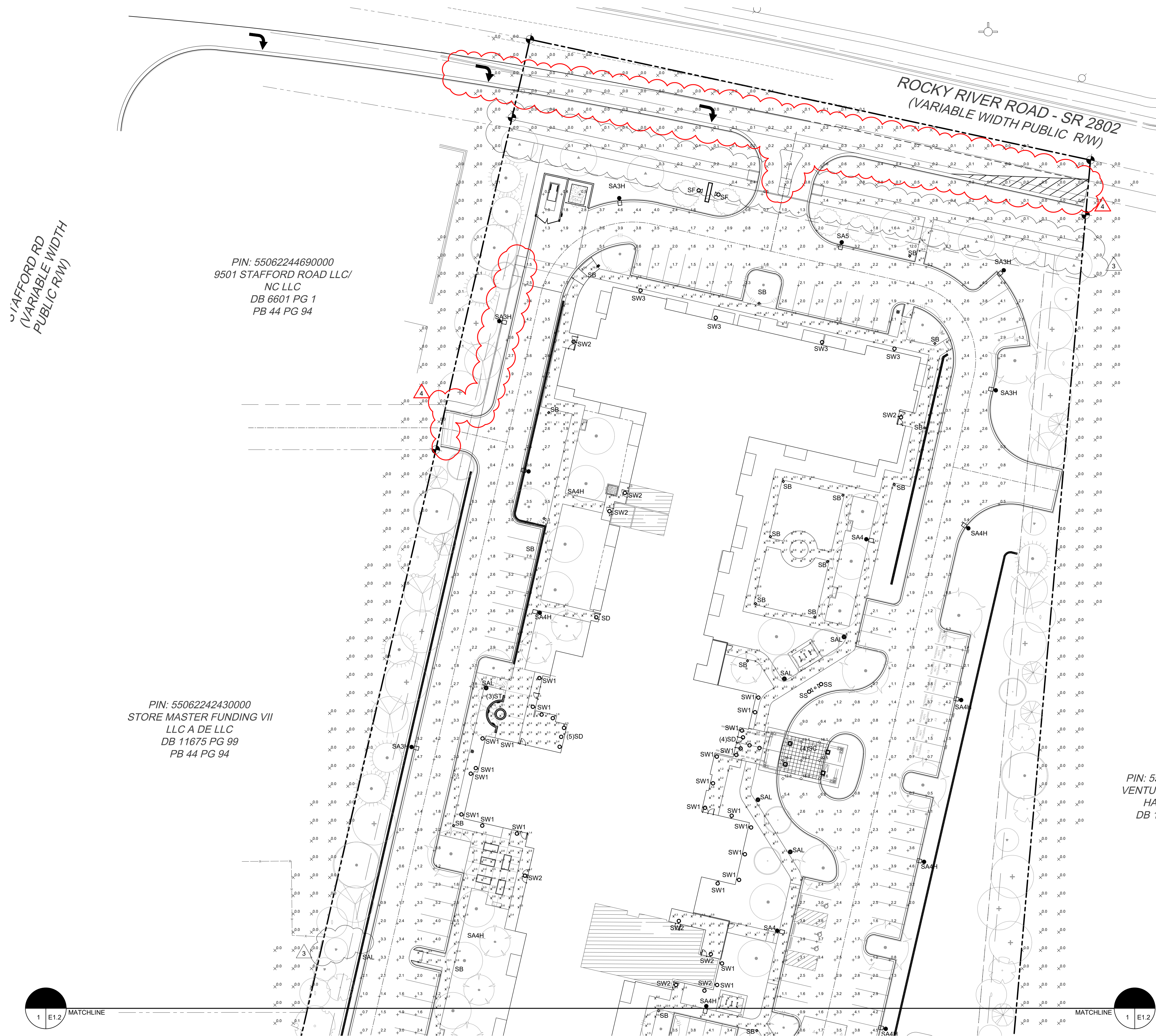
141.02.01-1 SUSTAINABILITY POINTS SYSTEM
VEGETATION
RETAIN AT LEAST 20% OF TREE CANOPY OF TREES ABOVE 8" DBH. POINT VALUE 1.25
EXISTING TREES >8" DBH: 76
PRESERVED TREES >8" DBH: 52 (68%)

Harrisburg Retirement Residence

Harrisburg, NC

lenity
architecture, inc.

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



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
HA
DB 1

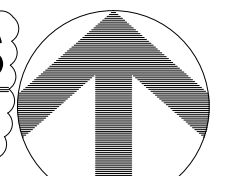
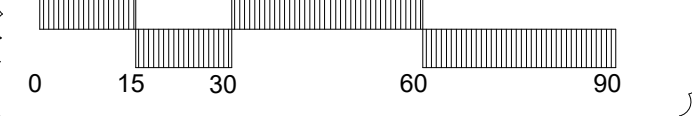
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
ENTRY CANOPY	+	13.9 fc	23.7 fc	5.4 fc	4.4:1	2.6:1
PARKING	+	2.3 fc	12.0 fc	0.3 fc	40:0:1	7.7:1
PROPERTY LINE	X	0.1 fc	1.5 fc	0.0 fc	N/A	N/A
WALKS	X	3.9 fc	23.0 fc	0.1 fc	N/A	N/A

Schedule						
Label	Quantity	Manufacturer	Catalog Number	Description	Lumens Per Lamp	Light Loss Factor
SA3H	6	Lithonia Lighting	DSX0 LED P4 40K T3M MVOLT 165	DSX0 LED P4 40K T3M MVOLT with 1650000 lumens	8311	0.95
SA4	3	Lithonia Lighting	DSX0 LED P4 40K T3M MVOLT	DSX0 LED P4 40K T3M MVOLT	10558	0.95
SA4H	13	Lithonia Lighting	DSX0 LED P4 40K T3M MVOLT	DSX0 LED P4 40K T3M MVOLT	8244	0.95
SA5	1	Lithonia Lighting	DSX0 LED P4 40K T3M MVOLT	DSX0 LED P4 40K T3M MVOLT	10889	0.95
SAL	6	Lithonia Lighting	RADEP P2 40K SYM	RADEP P2 40K SYM	5166	0.95
SB	26	Lithonia Lighting	DSX0 LED 16C 700 40K SYM	D-SERIES BOLLARD WITH 16 4000K LEDS OPERATED AT 700MA AND SYMMETRIC DISTRIBUTION	3009	0.95
SC	4	EATON - MCGRAW-HILL (FORMER COOPER LIGHTING)	LRC-BM4-4-LED-E1-WST	LRC CANOPY LUMINAIRE ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONOPHOTOMETER WITH TEST DISTANCE OF 28.75 FEET	8123	0.95
SD	10	EATON - HALO (FORMER COOPER LIGHTING)	SLD12940WH	HALO 8 INCH SURFACE LED DOWNLIGHT	1000	0.95
SF	2	KIM LIGHTING	CFL-WF-214K30	CFL	4178	0.95
SS	2	KIM LIGHTING	CFL-WF-214K30	CFL	4212	0.95
ST	3	KIM LIGHTING	EL8076L4K0KT	EL8076L4K0KT- FLOOD	285	0.95
SW1	23	Lithonia Lighting	QULW0 LED P1 40K	OUTDOOR LED WALL CYLINDER DOWN LIGHT & 4000K NICHIA 219C	576	0.95
SW2	22	Lithonia Lighting	WPX1 LED P1 40K M00K	WPX1 LED WIPER 1200M 4000K color temperature 120-277V 100W	1568	0.95
SW3	8	Lithonia Lighting	W0GE2 LED P4 40K 700R 16M	W0GE2 LED WITH P4 - PERFORMANCE PACKAGE 4000K 700R TYPE 4 MEDIUM OPTIC	4714	0.95

SITE PHOTOMETRICS

DATE: 07/27/2023

1" = 30'



1 12/21/2022

2 04/06/2023

3 06/23/2023

4 07/27/2023

HAWTHORN
SENIOR LIVING

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

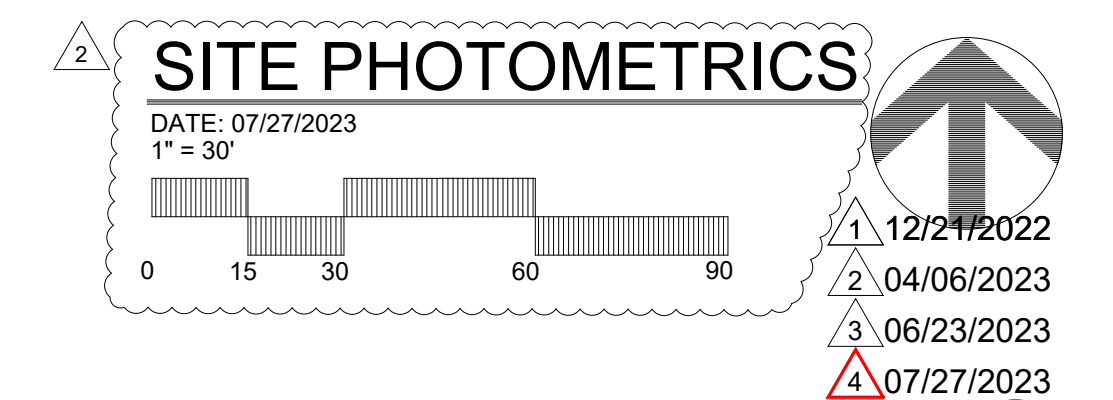
E1.1

lenity
architecture, inc.

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

Harrisburg Retirement Residence

Harrisburg, NC



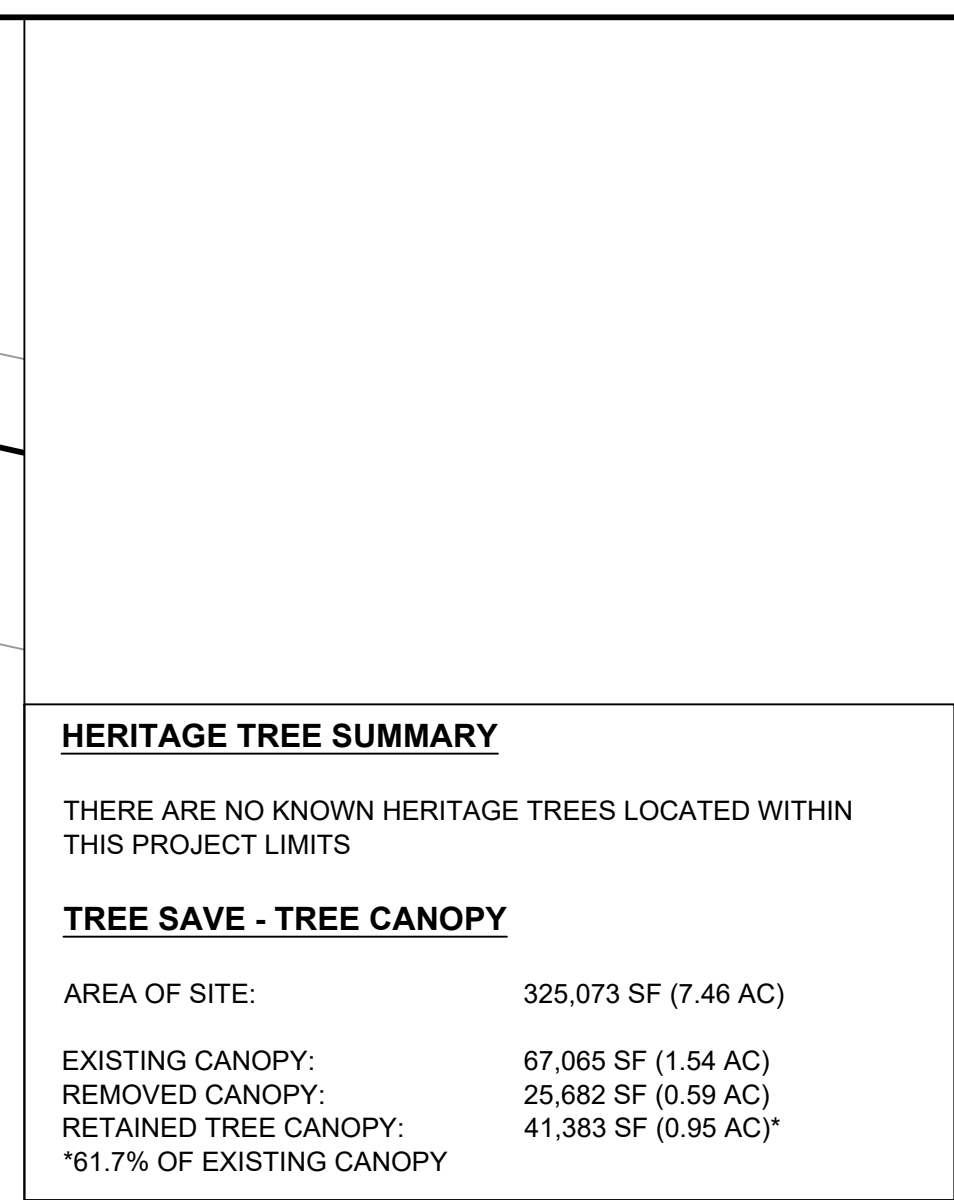
HAWTHORN
SENIOR LIVING

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

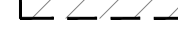
E1.2

Harrisburg Retirement Residence

Harrisburg, NC



SITE PLAN LEGEND

	R/W, PROPERTY LINE	-/-
	TREE CANOPY SAVED	-/-
	TREE CANOPY REMOVED	-/-
	SELECTIVE TREE REMOVAL	-/-
	EXISTING TREE TO BE SAVED	-/-
	EXISTING TREE TO BE REMOVED	-/-

APPLICABILITY

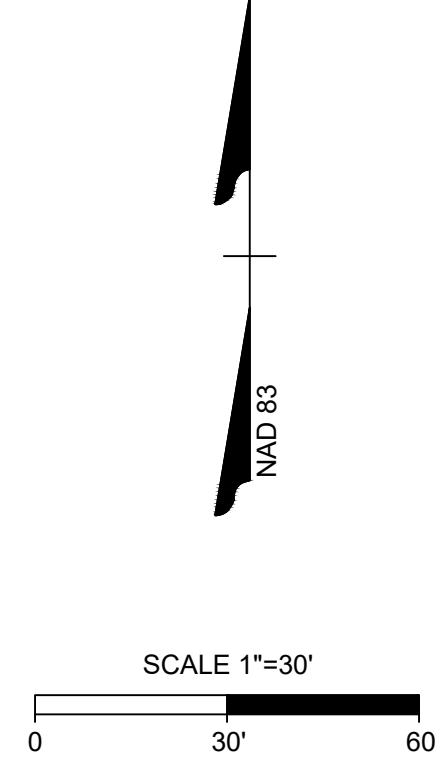
* A TREE AND ROOT PRESERVATION PLAN DELINEATING AREAS OF TREE SAVE SIGNIFICANCE SHALL BE INCORPORATED AS PART OF THE LANDSCAPING, GRADING, AND EROSION CONTROL PLANS. THE FOLLOWING MEASURES SHALL BE FOLLOWED TO PROTECT EXISTING TREES ON A DEVELOPING SITE:

1. PRIOR TO DEMOLITION, CLEARING, CONSTRUCTION, GRADING, AND INSTALLATION OF EROSION CONTROL MEASURES: TREE PROTECTIVE BARRIERS MUST BE INSTALLED AROUND ALL TREE SAVE AREAS BY THE LANDSCAPER AND APPROVED BY THE CITY ENGINEER.
2. THE TREE PROTECTION FENCE SHALL BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA (DRIP LINE PLUS 5 FEET). TREE PROTECTION BARRIERS FOR A FORMERLY DEVELOPED SITE ARE TO BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA AROUND THE FOREST EDGE.
3. TREE PROTECTION FENCING SHALL CONSIST OF ORANGE SAFETY FENCING WITH A COMBINATION OF WHITE AND ORANGE SIGNS TO BE LOCATED AT A MINIMUM OF 4 FEET IN HEIGHT ON METAL OR WOOD POSTS.
4. ALL TREE PROTECTION AREAS MUST BE DESIGNATED AS SUCH WITH "TREE SAVE AREA SIGNS" POSTED IN ADDITION TO THE REQUIRED PROTECTIVE BARRIERS. SIGNS REQUIRED FOR TREE PROTECTION ARE RECOMMENDED FOR COMPLIANCE WITH TREE PROTECTION STANDARDS ARE RECOMMENDED FOR SITE ENTRANCES.
5. ALL DISTURBANCES, OR COMPACTION, STOCK PILING OF SOIL, OR OTHER CONSTRUCTION MATERIAL, VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT AND MATERIALS ARE ALLOWED WITHIN THE TREE SAVE AREA.
6. ALL SIGNS, BARRIERS, OR FENCING SHALL BE MAINTAINED THROUGHOUT ANY OTHER DEVICE OR MATERIAL, SHALL BE SECURED OR FASTENED AROUND OR THROUGH A TREE OR SHRUB.
7. ALL PROTECTIVE MEASURES SHALL BE MAINTAINED THROUGHOUT THE LAND DISTURBING AND CONSTRUCTION PROCESS, AND SHALL NOT BE REMOVED UNTIL FINAL LANDSCAPING IS INSTALLED.

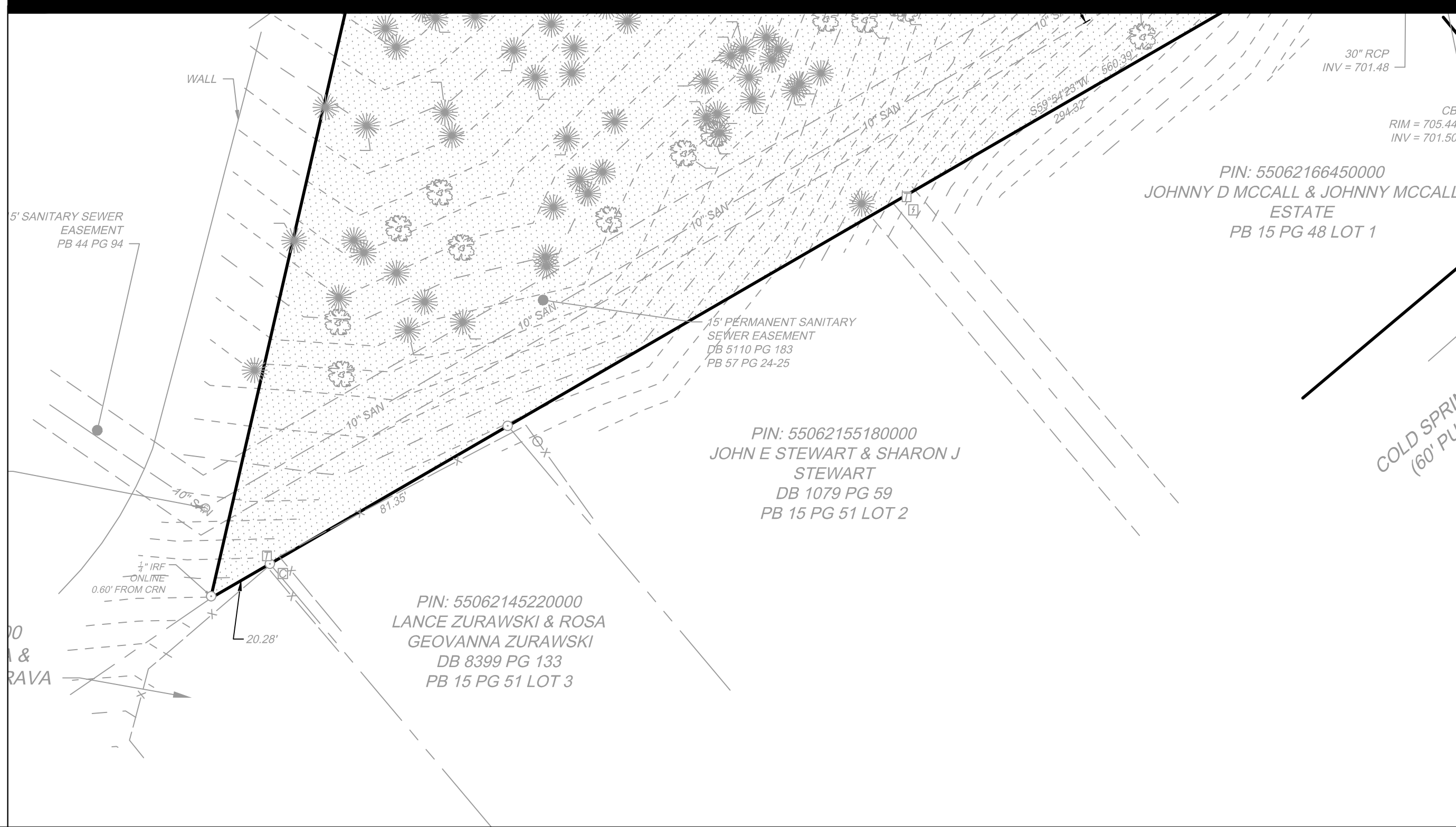
- IF ENCROACHMENT INTO A REQUIRED TREE SAVE/PRESERVATION AREA OCCURS WHICH CAUSES IRREPARABLE DAMAGE TO THE TREES, THE TREE PRESERVATION AND/OR REPLACEMENT PLAN SHALL BE REVISED TO COMPENSATE FOR THE LOSS. ENCROACHMENTS SHALL BE SUBJECT TO THE PENALTIES LISTED IN THE TOWN OF HARRISBURG UNIFIED DEVELOPMENT ORDINANCE. ENCROACHMENTS, DAMAGE AND REMOVAL OF VEGETATION IN A TREE SAVE/PRESERVATION AREA SHALL BE REPLANTED IN ACCORDANCE WITH THE TOWN OF HARRISBURG UNIFIED DEVELOPMENT ORDINANCE.

- LAND DISTURBING PERMIT REQUIRED. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL SUCH ACTIVITIES HAVE BEEN AUTHORIZED BY ISSUANCE OF A VALID LAND DISTURBING PERMIT AS SPECIFIED UNDER THE PROVISIONS OF THE TOWN OF HARRISBURG UNIFIED DEVELOPMENT ORDINANCE AND THE NCDEQ EROSION AND SEDIMENTATION CONTROL MANUAL.

IF A REQUIRED TREE SAVE/PRESERVATION AREA OR REQUIRED UNDISTURBED AREA IS DISTURBED OR REMOVED, THE DISTURBED AREA SHALL BE REPLACED AT A RATE OF 10 TREES PER 1000 SQUARE FEET. TREES TO BE PLANTED SHALL HAVE A MINIMUM CALIPER OF 2 INCHES, SHALL BE 8-10 FEET IN HEIGHT AT INSTALLATION, AND SHALL BE AT LEAST 75% LARGE MATURING VARIETIES. WHEREAS A DISTURBED AREA IS NOT A REQUIRED TREE SAVE/PRESERVATION PROPERTIES OR PUBLIC STREET(S), AT LEAST 50% OF THE TREES SHALL BE EVERGREEN VARIETIES. TREES SHALL BE DISTRIBUTED THROUGHOUT THE DISTURBED AREA IN ORDER TO RECREATE A NATURAL TREE CANOPY. IF AN AREA IS DISTURBED, WHERE UNDER STORY VEGETATION IS REMOVED OR DISTURBED IT SHALL BE REPLACED AT A RATE OF 40 SHRUBS PER 1000 LINEAR FEET. SHRUBS SHALL BE 4-6 FEET IN HEIGHT, 2-3 INCHES IN CALIPER, AND BE EXPECTED TO REACH A MINIMUM HEIGHT OF 6 FEET AT MATURITY. WHEN A TREE IS DESTROYED DUE TO AN ACT OF GOD, IT SHALL BE REPLACED WITH THE SAME SPECIES OR COMPARABLE SPECIES, 2 INCH IN CALIPER IN SIZE. A PLANTING PLAN IS REQUIRED FOR TREE SAVVY FOR STAFF REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF PLANTING.



MATCHLINE



TIMMONS GROUP	YOUR VISION ACHIEVED THROUGH OURS.	THIS DRAWING PREPARED AT THE CHARLOTTE OFFICE 610 E. Morehead Street, Suite 250 Charlotte, NC 28202 TEL 704.692.8800 FAX 704.776.1076 www.timmons.com North Carolina License No. C-1652		
HARRISBURG RETIREMENT CABARRUS COUNTY, NORTH CAROLINA TREE PRESERVATION PLAN		JOB NO. 53771	DATE 12/21/2022	REVISION DESCRIPTION
		SHEET NO. C101	4/6/2023	ADDRESS TOWN COMMENTS
			6/23/2023	ADDRESS TOWN COMMENTS
			7/27/2023	ADDRESS TOWN COMMENTS

TIMMONS GROUP

HARRISBURG RETIREMENT

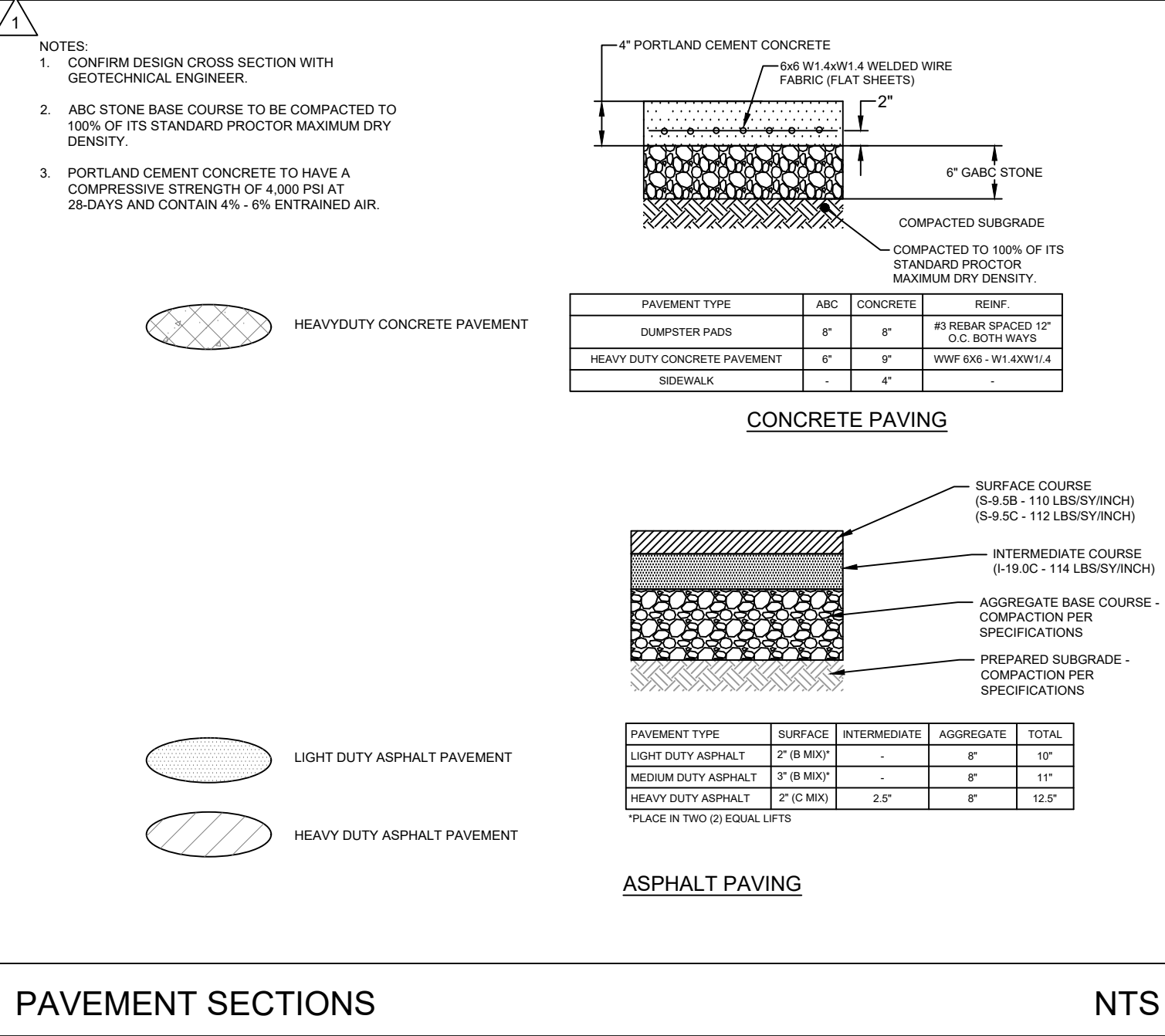
CABARRUS COUNTY, NORTH CAROLINA

TREE PRESERVATION PLAN

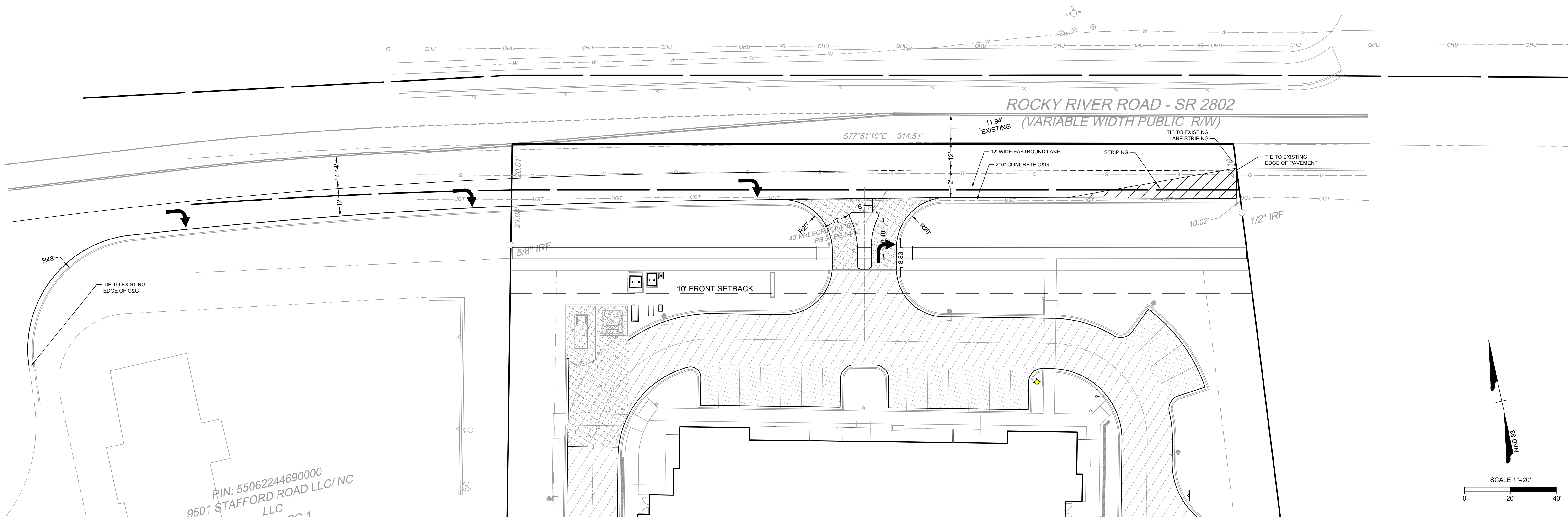
JOB NO.
5377.

SHEET NO
C101

These plans and associated documents are the exclusive property of TIMMONS GROUP and may not be reproduced in whole or in part and shall not be used for any purpose whatsoever, inclusive, but not limited to construction, bidding, and/or construction staking without the express written consent of TIMMONS GROUP.

[illegible]

S:\045377 Harrisburg Retirement\DWG\Sheet\CD\3771C-500-SITE.dwg [Plotted on 7/27/2023 2:57 PM] by Jason Dolen



SITE PLAN LEGEND		
---	R/W, PROPERTY LINE	-/-
=====	1' - 6" CURB & GUTTER	-/-
+	STOP SIGN	-/-
+	STREET SIGN	-/-

SEE SHEET C200 FOR SITE SUMMARY AND NOTES
SEE SHEET A1.1 FOR FULL ZONING INFORMATION

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.

DATE
07/27/2023

DATE
08/23/2022

DRAWN BY
R.SAMUELS

DESIGNED BY
R.SAMUELS

CHECKED BY
B.CRUTCHFIELD

SCALE
AS SHOWN

JOB NO.
53771

SHEET NO.
C201

HARRISBURG RETIREMENT
CABARRUS COUNTY, NORTH CAROLINA
ROADWAY IMPROVEMENT PLAN

REVISION DESCRIPTION
ADDRESS TOWN COMMENTS

DATE
07/27/2023

DATE
08/23/2022

DRAWN BY
R.SAMUELS

DESIGNED BY
R.SAMUELS

CHECKED BY
B.CRUTCHFIELD

SCALE
AS SHOWN

0

20'

40'

SCALE 1"=20'

↑

NAD 83

These plans and associated documents are the exclusive property of TIMMONS GROUP and may not be reproduced in whole or in part and shall not be used for any purpose whatsoever, inclusive, but not limited to construction, bidding, and/or construction taking without the express written consent of TIMMONS GROUP.

S:\0453771 Harrisburg Retirement\DWG\Sheet\CD\3771C-600-GRAD.dwg | Printed on 7/27/2023 2:58 PM | by Jason Deane



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

GRADING NOTES

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

GENERAL GRADING NOTES:

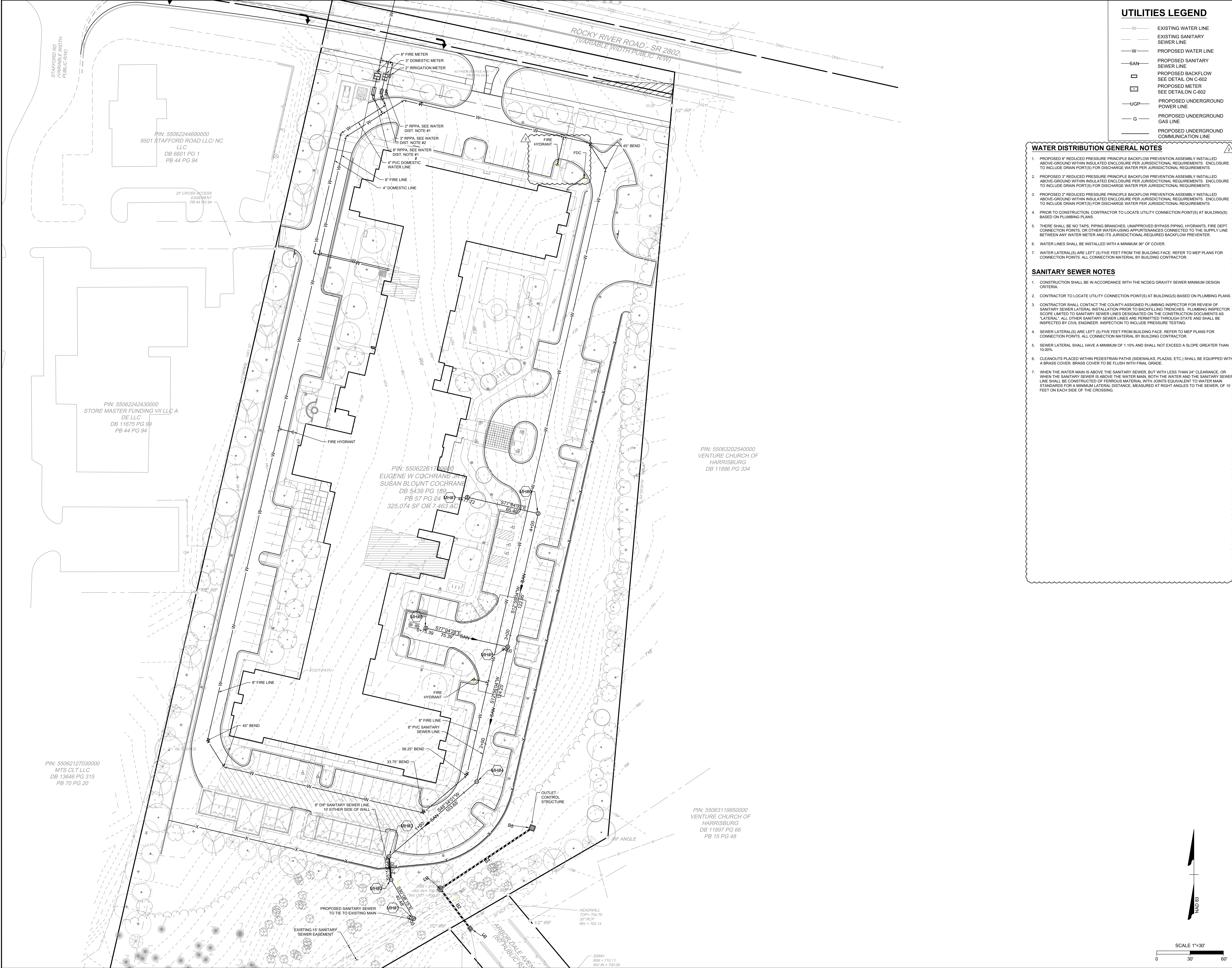
- APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED OWNERS.
- THE DEVELOPER SHALL MAINTAIN EACH STREAM, CREEK, OR BACKWASH CHANNEL IN AN UNOBSTRUCTED STATE AND SHALL REMOVE FROM THE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

BMP NOTES:

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

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	
				DATE	ADDRESS TOWN COMMENTS
				12/21/2022	ADDRESS TOWN COMMENTS
				4/5/2023	ADDRESS TOWN COMMENTS
				6/23/2023	ADDRESS TOWN COMMENTS
TIMMONS GROUP		HARRISBURG RETIREMENT CABARRUS COUNTY, NORTH CAROLINA GRADING AND STORMWATER MANAGEMENT PLAN		08/23/2022	ADDRESS TOWN COMMENTS
				DRAWN BY	7/27/2023
				R.SAMUELS	
				DESIGNED BY	
				R.SAMUELS	
JOB NO. 53771		SHEET NO. C400		CHECKED BY	
				B.CRITCHFIELD	
				SCALE	
				AS SHOWN	

S:\0453771-Harrisburg Retirement\DWG\Sheet\CD53771C-500\UTIL.dwg Plotted on 7/27/2023 1:00 PM by Jason Dorn



UTILITIES LEGEND

- W— EXISTING WATER LINE
- S— EXISTING SANITARY SEWER LINE
- W— PROPOSED WATER LINE
- SAN— PROPOSED SANITARY SEWER LINE
- PROPOSED BACKFLOW PREVENTER SEE DETAIL ON C-602
- PROPOSED METER SEE DETAIL ON C-602
- UGP— PROPOSED UNDERGROUND POWER LINE
- G— PROPOSED UNDERGROUND GAS LINE
- PROPOSED UNDERGROUND COMMUNICATION LINE

WATER DISTRIBUTION GENERAL NOTES

- PROPOSED 8" REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY INSTALLED ABOVE-GROUND WITHIN INSULATED ENCLOSURE PER JURISDICTIONAL REQUIREMENTS. ENCLOSURE TO INCLUDE DRAIN PORT(S) FOR DISCHARGE WATER PER JURISDICTIONAL REQUIREMENTS.
- PROPOSED 3" REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY INSTALLED ABOVE-GROUND WITHIN INSULATED ENCLOSURE PER JURISDICTIONAL REQUIREMENTS. ENCLOSURE TO INCLUDE DRAIN PORT(S) FOR DISCHARGE WATER PER JURISDICTIONAL REQUIREMENTS.
- PROPOSED 2" REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY INSTALLED ABOVE-GROUND WITHIN INSULATED ENCLOSURE PER JURISDICTIONAL REQUIREMENTS. ENCLOSURE TO INCLUDE DRAIN PORT(S) FOR DISCHARGE WATER PER JURISDICTIONAL REQUIREMENTS.
- PRIOR TO CONSTRUCTION, CONTRACTOR TO LOCATE UTILITY CONNECTION POINT(S) AT BUILDING(S) BASED ON PLUMBING PLANS.
- THERE SHALL BE NO TAPS, PIPING BRANCHES, UNAPPROVED BYPASS PIPING, HYDRANTS, FIRE DEPT. CONNECTION POINTS, OR OTHER WATER-USING APPURTENANCES CONNECTED TO THE SUPPLY LINE BETWEEN ANY WATER METER AND ITS JURISDICTIONAL-REQUIRED BACKFLOW PREVENTER.
- WATER LINES SHALL BE INSTALLED WITH A MINIMUM 36" OF COVER.
- WATER LATERAL(S) ARE LEFT (S) FIVE FEET FROM THE BUILDING FACE. REFER TO MEP PLANS FOR CONNECTION POINTS. ALL CONNECTION MATERIAL BY BUILDING CONTRACTOR.

SANITARY SEWER NOTES

- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NCDEQ GRAVITY SEWER MINIMUM DESIGN CRITERIA.
- CONTRACTOR TO LOCATE UTILITY CONNECTION POINT(S) AT BUILDING(S) BASED ON PLUMBING PLANS.
- CONTRACTOR SHALL CONTACT THE COUNTY-ASSIGNED PLUMBING INSPECTOR FOR REVIEW OF SANITARY SEWER LATERAL INSTALLATION PRIOR TO BACKFILLING TRENCHES. PLUMBING INSPECTOR SCOPE LIMITED TO SANITARY SEWER LINES DESIGNATED ON THE CONSTRUCTION DOCUMENTS AS "LATERAL". ALL OTHER SANITARY SEWER LINES ARE PERMITTED THROUGH STATE AND SHALL BE INSPECTED BY CIVIL ENGINEER, INSPECTION TO INCLUDE PRESSURE TESTING.
- SEWER LATERAL(S) ARE LEFT (S) FIVE FEET FROM BUILDING FACE. REFER TO MEP PLANS FOR CONNECTION POINTS. ALL CONNECTION MATERIAL BY BUILDING CONTRACTOR.
- SEWER LATERAL SHALL HAVE A MINIMUM OF 1.10% AND SHALL NOT EXCEED A SLOPE GREATER THAN 10.00%.
- CLEANOUTS PLACED WITHIN PEDESTRIAN PATHS (SIDEWALKS, PLAZAS, ETC.) SHALL BE EQUIPPED WITH A BRASS COVER. BRASS COVER TO BE FLUSH WITH FINAL GRADE.
- WHEN THE WATER MAIN IS ABOVE THE SANITARY SEWER, BUT WITH LESS THAN 24" CLEARANCE, OR WHEN THE SANITARY SEWER IS ABOVE THE WATER MAIN, BOTH THE WATER AND THE SANITARY SEWER LINE SHALL BE CONSTRUCTED OF FERROUS MATERIAL WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS FOR A MINIMUM LATERAL DISTANCE, MEASURED AT RIGHT ANGLES TO THE SEWER, OF 10 FEET ON EACH SIDE OF THE CROSSING.

TIMMONS GROUP

HARRISBURG RETIREMENT
CABARRUS COUNTY, NORTH CAROLINA
UTILITY PLAN

JOB NO.
53771
SHEET NO.
C500

YOUR VISION ACHIEVED THROUGH OURS.

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

REVISION DESCRIPTION
ADDRESS TOWN COMMENTS
ADDRESS TOWN COMMENTS
ADDRESS TOWN COMMENTS
ADDRESS TOWN COMMENTS

DATE
12/21/2022
4/6/2023
6/23/2023
7/27/2023
DATE
08/23/2022

DRAWN BY

R.SAMUELS

DESIGNED BY

R.SAMUELS

CHECKED BY

B.CRUTCHFIELD

SCALE

AS SHOWN

These plans and associated documents are the exclusive property of TIMMONS GROUP and may not be reproduced in whole or in part and shall not be used for any purpose whatsoever, inclusive, but not limited to construction, bidding, and/or construction taking without the express written consent of TIMMONS GROUP.



SUMMARY OF PROBABLE CONSTRUCTION COSTS

Harrisburg Retirement

Harrisburg, NC

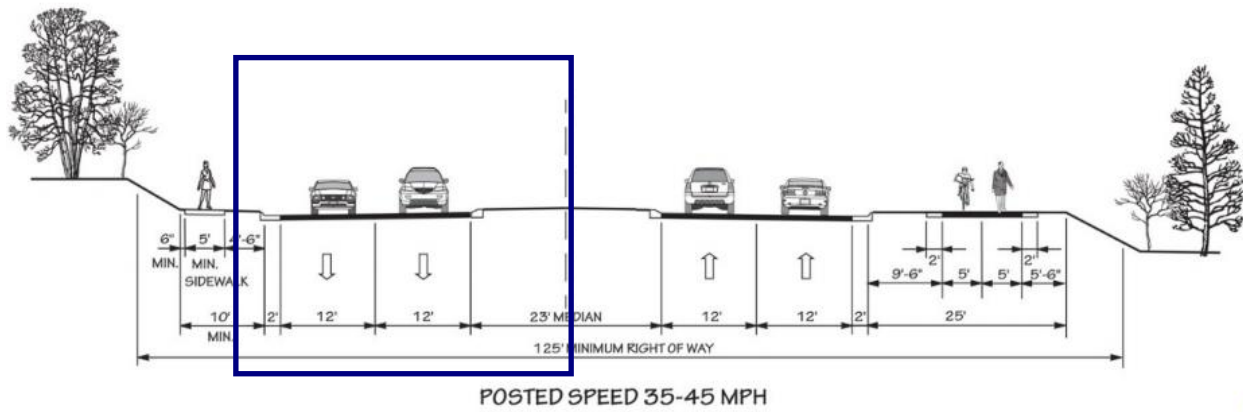
26-Jun-23

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 pg202007162, DATED APRIL 26, 2022.
- 2) DISTANCES COMPUTED BY THE SURVEY METHOD.
- 3) PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
- 4) DISTANCES SHOWN ON THIS SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- 5) RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
- 6) BASIS OF BEARING SHOWN HEREON IS NCD GRAD M803 (2011).
- 7) BOUNDARY INFORMATION IS BASED IN PART, ON DEEDS AND MAPS OF RECORD, AND BY AN ACTUAL SURVEY BY THIS FIRM.
- 8) THIS SITE LIES IN ZONE X, AREA OF MINIMAL FLOODING ACCORDING TO FLOOD INSURANCE RATE MAPS AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.
- 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 - O1 AND GC
- 12) CONTOUR INTERVAL IS 1 FOOT
- 13) VERT. CURV. DATA IS NOT SHOWN

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

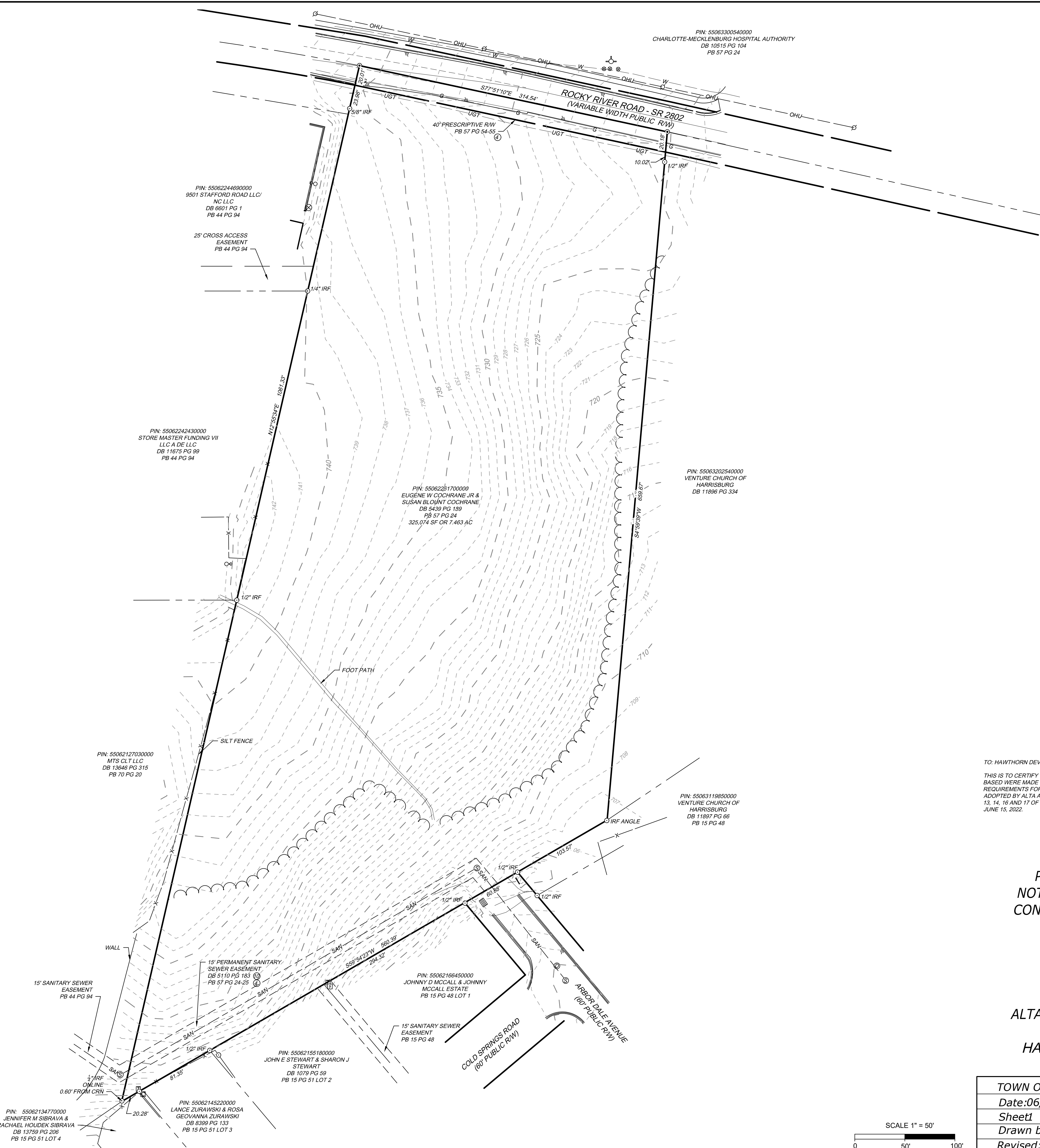
(1) CLASS OF SURVEY: "CLASS A"
(2) POSITIONAL ACCURACY: 0.04"
(3) TYPE OF GPS FIELD PROCEDURE: NCVRS
(4) DATE OF SURVEY: 06-01-22
(5) DATUM/EPOCH: NAD83 (2011) - EPOCH 2010.00
(6) PUBLISHED/FIXED-CONTROL USE: NCVRS
(7) GEOID MODEL: 2012 (CONUS)
(8) COMBINED GRID FACTOR(S): 0.99984241
(9) UNITS: US SURVEY 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
VWV	WATER VAULT	Ⓚ	CABLE TV PEDESTAL	⊠	BOLLARD
VT	TELEPHONE VAULT	Ⓚ	SIGN	⊠	BOREHOLE
TC	TRAFFIC CONTROL BOX	Ⓚ	ELECTRIC METER	⊠	AC UNIT
VWV	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	Ⓚ		⊠	OVERHEAD POWER LINE
P/L	PROPERTY LINE	Ⓚ		⊠	G
C/L	CENTERLINE	Ⓚ		⊠	PAINTED GAS LINE
NTS	NOT TO SCALE	Ⓚ		⊠	UGP
GS	GAS VALVE	Ⓚ		⊠	PAINTED POWER LINE
CB	CATCH BASIN	Ⓚ		⊠	PAINTED STORM LINE
GI	GRATE INLET	Ⓚ		⊠	PAINTED TELEPHONE LINE
YI	YARD INLET	Ⓚ		⊠	PAINTED WATER LINE
CI	CURB INLET	Ⓚ		⊠	EDGE OF TREELINE
EP	EDGE OF PAVING	Ⓚ		⊠	PAINTED FIBER OPTIC LINE
TBC	TOP BACK OF CURB	Ⓚ		⊠	PAINTED CABLE TV LINE
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),(b), 8, 10, 13, 14, 16 AND 17 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JUNE 15, 2022.

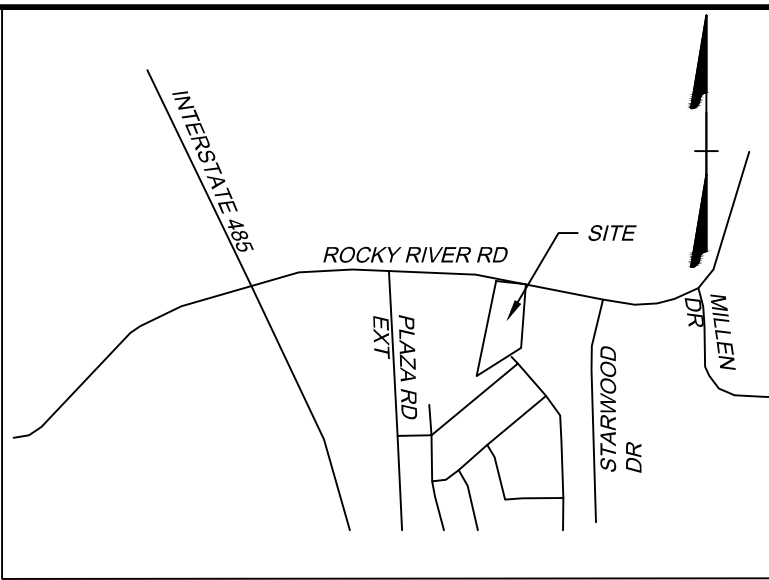
*PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES OR SALES.*

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

SCALE 1" = 50'



A horizontal scale bar with a white left half and a black right half. The total length is 100 feet, with a midpoint at 50 feet. The bar is labeled with '0' at the left end, '50'' at the midpoint, and '100'' at the right end.



THIS DRAWING PREPARED AT THE
CHARLOTTE OFFICE

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

YOUR VISION ACHIEVED THROUGH OURS.

Technology

Infrastructure

Residential

Site Development

Y:\907153771-HawthornHarrisburg\DWG\53771-907V-XPSURV.dwg | Plotted on 6/16/2022 4:47 PM | by Mike Miller

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.



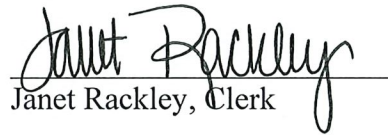
CERTIFICATE OF SUFFICIENCY

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:

Consideration of Adoption of New Bylaws for the Harrisburg Youth Council.

Presenting Personnel:

Catherine Hein, Communications Director

Suggested Motion or Action:

If approved: Motion to adopt the bylaws for the Harrisburg Youth Council, as presented.

Description/Background:

In Spring 2023, Town Council directed Town staff to evaluate the current Youth Council makeup and goals; then return back with a revised set of bylaws which better encompasses what Harrisburg would like to get out of the Youth Council. Some of the concerns specifically brought up by Town Council were that the number of participants needed to be brought down to a more manageable number, ensuring that Harrisburg youth are the ones actually in the program (every other major municipality in Cabarrus County and the County itself has their own Youth Councils), and that more communication between the Youth Council and Town Council should occur, most importantly the communication of a major project each year.

The Town's new Communications Director, Cathy Hein, will take over as the overall program director, but is currently working to identify a volunteer(s) to assist with the program design and function.

Some highlights of the revised bylaws for the Youth Council include:

- Limiting the number of participants to 20.
- Modifying requirements from age to grade.
- Adding a requirement that participants be Town of Harrisburg residents.
- Removing point accumulation requirements.
- Adding a Capstone Project as part of the participation requirement for the year.

Currently, the 2023-24 Youth Council Application is posted and submissions are due by August 18. Interviews will take place shortly thereafter and the first meeting will be on September 26.

Recommendation:

Town staff recommends adoption of the attached bylaws of the Harrisburg Youth Council.

Fiscal Impact:

None.

Attachments:

1. Proposed Harrisburg Youth Council Bylaws
2. Current Harrisburg Youth Council Bylaws



Town of Harrisburg Youth Council By-Laws

Article 1: Name

Section 1: Town of Harrisburg Youth Council

Article 2: Membership

Section 1: Applicants must be in 9th through 12th grade during each applicable school year; be enrolled in a Cabarrus County public, private or home school; and reside within the Town of Harrisburg, NC.

Section 2: Candidates must complete the application process as follows:

A. To be eligible for the current school year, applicants must turn in their application by **August 18, 2023**. Acceptance/Denial Notification will occur shortly after the applicant's interview.

B. Membership in the Youth Council is capped at 20 students.

C. The application will include a personal statement section, a letter of recommendation and an interview.

Section 3: Membership privileges will continue for members in good standing upon completion of the re-application form and letter of recommendation. Prior performance and attendance will be used as criteria for the inclusion of the current member in the following year's Youth Council.

Section 4: Members in good standing shall have the right to vote on issues and elections, the right to propose, plan and implement any Council endeavor.

Section 5: Any member charged with a misdemeanor shall be placed on auxiliary status. If convicted of the misdemeanor this member shall be removed from the Council; if not convicted of the misdemeanor, full membership will be restored. Any member charged or convicted of a felony shall immediately be removed from the Council.

Section 5a: Any member who is expelled from any school will be removed from the Youth Council immediately. Youth Council members who are suspended from any school will need to inform the Youth Council advisors immediately. A hearing before the Youth Council Advisors and Chair will be held and the Youth Council member may be removed from the Youth Council or placed on probation per the discretion of the Youth Council advisors.

Section 6: At any Youth Council fundraising or community service event, it is mandatory for each member to wear a Youth Council shirt.

- Section 7: If a member cannot fulfill the requirements for full membership but would still like to be a part of the Council, that member may opt for auxiliary membership. To become an auxiliary member, the member must put it in writing and deliver it to an advisor.
- A. Auxiliary members must serve as such for the entire school year.
 - B. Auxiliary members may only serve as such for one (1) year. They must serve as regular members if they participate in the years following the auxiliary membership in Youth Council or must leave the Council entirely. If a member is removed from the Council, they will be notified by letter.
- Section 8: All members are expected to maintain a “B” average per year.

Article 3: Attendance

- Section 1: The year for members will run from September through May (9 meetings). There will be one general meeting per month.
- Section 2: Members are allowed no more than three (3) unexcused absences from general meetings per year and must be present at all mandatory events. Participation is expected to be 100% for all members.
- Section 3: A member scheduled to participate in an event must give advisors a 48-hour notice with a valid excuse if they are unable to attend.
- Section 4: If three consecutive meetings are missed, the member is automatically dropped from the Council.
- Section 5: Members are expected to notify advisors in advance if they know they will be late to a meeting.
- Section 6: Each member must complete one (1) community service project or one (1) fundraiser with the Council per year.
- Section 7: Members must attend one meeting of the Planning and Zoning Advisory Board, Town Council, or Parks and Recreation Advisory Board per year.
- Section 8: If a member is going to be absent, they must call or e-mail one of the Youth Council Advisors before 5 P.M. the day of the meeting with a valid excuse. Failure to contact an advisor will be an unexcused absence. Valid excuses include Illness, a school organized event, SAT/PSAT/ACT, death in the immediate family, homework with explanation, or a religious-related organization event with explanation.
- Section 9: If a member is removed from the Council due to attendance issues, they will be notified by a letter and phone call. A letter will also be sent to the member’s school guidance counselor.

Article 4: Election of Officers

- Section 1: Officers will be chosen during the first session of the year.
- Section 2: A quorum must be present (2/3 present) for an election to be valid.
- Section 3: Written ballots will be used in the election.
- Section 4: A speech may be given of three (3) minutes or less on the day of elections.
- Section 5: A member must be in good standing to run for an office.
- Section 6: Results may either be announced at the meeting in which the vote is taken or the next day by email.
- Section 7: If a tie exists the current Chair may cast the deciding ballot. The Chair cannot vote unless there is a tie.
- Section 8: If a member leaves during the election, there will be no absentee ballots or votes. If a member is not present during the time of the speeches, their name will be removed from running for that office.
- Section 9: Officers will be in place for the next meeting.

Article 5: Executive Board

- Section 1: There shall be the following officers and they shall be in the corresponding grades.
- Chair - Junior or Senior preferably with a year of Council experience
 - Vice Chair – Sophomore, Junior, or Senior with a year of Council experience
 - Secretary -Sophomore, Junior, or Senior
 - Social Media -Sophomore, Junior, or Senior
 - Committee Coordinator – Sophomore, Junior, or Senior
 - Sergeant-at-Arms – Any Grade
- Section 2: Officers must attend the executive board meetings each year.
- Section 3: Officers must attend 100% of general meetings per year.
- Section 4: Executive board meeting will be held an hour before general meetings.
- Section 5: If the Chair cannot fulfill his/her duties the Vice Chair shall assume the office.
- Section 6: If Vice Chair cannot fulfill his/her duties as Vice Chair an election shall take place to fill the position at the next meeting.
- Section 7: Officers shall be responsible for the following:
- Chair**
- Preside over general and executive board meetings.
 - Prepare agenda for executive board meetings.
 - Notify members when they are removed from Council via phone and letter.
 - Administer and oversee committees.
 - Notify members about meetings and events.
- Vice Chair**
- Preside over meetings in absence of Chair.
 - Assist president in overseeing committees.
 - Additional tasks as delegated by the Chair.

Secretary

- Prepare agenda for general meetings.
- Keep up with attendance and notify members when they are close to being removed for absences.
- Make note of decisions made by the Youth Council and recording them for future references.
- Take minutes for the Youth Council and Executive Board meetings and email them to the advisors within 48 hours.

Social Media

- Promote Youth Council and events on social media platforms in partnership with the Town Communications department.
- Take pictures of meetings, special quests, and Youth Council events to support social media content development.
- Create a calendar for Youth Council social media posts.

Committee Coordinator

- Take proposed ideas from Youth Council meetings and research and put action steps into place to accomplish ideas.
- Advise of events in the community for Youth Council Members.
- Create a Google Document of events for all members.
- Setup Remind app for Youth Council Members.
- Maintain calendar for Youth Council events.

Sergeant-at-Arms

- Keep order during all meetings.
- Report all disturbances to the Chair at the end of the meeting.

Article 6: Committees

Section 1:

The following committees shall be established permanently:

- Capstone Project Committee – Serve as the leadership for the capstone project, fostering teamwork and ensuring completion of the project.
- Member Recruiting Committee - (Chaired by Chair) - Responsible for seeking new members for the Youth Council.
- Social Committee- Responsible for planning and hosting social events and social media posts.

- Section 2: Other Committees shall be formed as needed.
- Section 3: Committee Make-up - Committee size shall be no larger than six, (6), members including the committee chairperson. They do not need to be chaired by an officer. The Advisors shall agree upon and appoint the chairperson for each committee.
- Section 4: Selection for committees - Volunteers will be named to a committee. If a large interest exists, a bi-annual rotation could then be in-acted upon the decision of the Executive Board.
- Section 5: Committee Attendance - Members shall attend 80% of the committee meetings.
- Section 6: Committees will meet separately from the general body.

Article 7: Completion of Capstone Project / Reporting

- Section 1: Each term the Youth Council will undertake a Capstone Project and provide an initial report / overview / problem statement (December) and project resolution / completion (April) to the Town of Harrisburg Council
- Section 2: The Capstone Project should aim to address a Town of Harrisburg / community-related issue or initiative that the Youth Council identifies and is passionate about.
- Section 3: The Youth Council will decide on a topic and begin working on the Capstone Project at the second meeting of the year.
- Section 4: The Capstone Project Committee Chair will lead the development of the presentation and will give the reports alongside the Chair. The entire executive body should be present at both meetings.

Article 8: Code of Ethics

- Section 1: No possession and/or consumption of illegal drugs or alcoholic beverages are allowed during any Youth Council meetings or functions.
- Section 1a: No inappropriate social media postings.
- Section 2: No sexual interaction as defined by the Executive board or Advisors will be allowed at any Youth Council meeting or function.
- Section 3: Any member charged with a misdemeanor shall be placed on auxiliary status. If convicted of the misdemeanor this member shall be removed from the Council; if not convicted of the misdemeanor, full membership will be restored. Any member charged or convicted of a felony shall immediately be removed from the Council.
- Section 3a: Any member who is expelled from any school will be removed from the Youth Council immediately. Youth Council members who are suspended

from any school will need to inform the Advisors immediately. A hearing before the Youth Council Advisors and President will be held and the member may be removed from the Council or placed on probation per the discretion of the Advisors.

Section 4: Consequences will be determined by the Executive Board and Advisors ranging from, but not limited to, notification of parents to removal from Youth Council.

Article 9: Removal and Replacement of Officers and Members

Section 1: A. Members may be removed for exceeding the number of allowed absences per year; failing to complete service projects / or fundraisers; failure to attend one meeting of the board; or violations of the Code of Ethics.
B. Removed members are not eligible to reapply to the Council.

Section 2: Notification of Removal - Members who are removed will be notified by a letter and phone call. The member's school guidance counselor will also be notified.

Section 3: Officer Removal: Officers shall be removed for failure to attend 90% of general meetings and 75% of Executive Board meetings and for failure to fulfill obligations as stated in Article 5.

Section 4: If an officer is removed, a meeting will be held between the Executive Board, Advisors, and Officer in question. At this meeting the officer in question will be notified of their violations and given a chance to justify their reason for the violations. After the hearing is completed, a vote will be taken by the Executive Board as to the punishment of the officer in question. This may include, but is not limited to, a written reprimand, Executive Board probation, or removal from the Youth Council. The vote must be a simple majority to pass.

Section 5: If the President cannot fulfill the duties of the office, the Vice President shall assume the office. If Vice President cannot fulfill his/her duties as Vice President, an election shall take place at the next general meeting. If any other office is vacated an election will be held at the next general meeting.

Article 10: Social Media

Section 1: All members are expected to keep all personal social media profiles to an acceptable standard.

Section 2: Social media posts regarding Youth Council will be managed by the Town of Harrisburg Communications department.

Section 3: All members are expected to be courteous in all social media interactions.

Section 4: Failure to do so can lead to probation or removal as deemed appropriate by the executive board and advisors.

Article 11: Procedures

Section 1: Parliamentary Authority

- A. The rules contained in Robert's Rule of Order shall govern the Youth Council in all cases to which they are applicable and in which they are consistent with the By-Laws and the special laws of order of the Youth Council.

Town of Harrisburg Youth Council By-Laws

Article 1: Name

Section 1: Town of Harrisburg Youth Council

Article 2: Membership

Section 1: Potential members must be between the ages of 13 and 18 years old and enrolled in a Cabarrus County public, private, or home school or reside within the Town of Harrisburg, NC.

Section 2: Candidates must complete the application process in order to be chosen. The application process is as follows:

- A. Applicants are able to apply in July to the Town of Harrisburg Youth Council. To be eligible for the current school year, applicants must turn in their application by August 11th. Acceptance/Denial Notification will occur shortly after the applicant's interview.
- B. The application will include a personal statement section, a letter of recommendation and an interview starting year two of the Youth Council, which will be handled by the Application Committee.
- C. Prospective applicants are encouraged to attend a Youth Council function prior to applying.

Section 3: Membership privileges will continue for members in good standing upon completion of the re-application form, signoff from Chair and Vice Chair, and letter of recommendation. Prior performance and attendance will be used as criteria for the inclusion of the current member in the following year's council.

Section 4: Members in good standing shall have the right to vote on issues and elections, the right to propose, plan and implement any council endeavor.

Section 5: Any member charged with a misdemeanor shall be placed on auxiliary status. If convicted of the misdemeanor this member shall be removed from the council; if not convicted of the misdemeanor, full membership will be restored. Any member charged or convicted of a felony shall immediately be removed from the council.

Section 5a: Any member who is expelled from any school will be removed from the Youth Council immediately. Youth Council members who are suspended from any school will need to inform the Youth Council advisors immediately. A hearing before the Youth Council Advisors and Chair will be held and the Youth Council member may be removed from the Youth Council or placed on probation per the discretion of the Youth Council advisors.

Section 5b: At any Youth Council fundraising, or community service event, it is mandatory for each member to wear a Youth Council shirt. Any member, who does not do so, will be penalized per discretion of the Youth Council Advisors.

- Section 6: If a member decides that he/she cannot fulfill the requirements for full membership but would still like to be a part of the council, he/she may opt for auxiliary membership. To become an auxiliary member, the member must put it in writing and deliver it to an advisor.
- A. Auxiliary members cannot vote or attend state conferences. However, they may attend general meetings and participate in all community service, fundraiser and social events. Auxiliary members must accumulate 65 points per semester to maintain their status as an auxiliary member.
 - B. Auxiliary members must serve as such for the entire school year.
 - C. Auxiliary members may only serve as such for one (1) year. They must serve as regular members if they participate in the years following the auxiliary membership in Youth Council or must leave the council entirely. If a member is removed from the council, they will be notified by letter.
- Section 7a: Seniors will be considered auxiliary members the second semester of their senior year and will be required to obtain 65 points that semester. Full membership requirements are required for the first semester of their senior year. Any senior who wishes to remain a full member may request this status to the advisors.
- Section 7b: Seniors who are officers are required to maintain full membership in the Youth Council.
- Section 8: All members are expected to maintain a "B" average per semester.

Article 3: Attendance

- Section 1a: Members must accumulate a minimum of 70 points per semester to remain active members. Points are given as follows:
- | | |
|--------------------------------|-----------|
| Regular Meeting | 15 points |
| Community Service | 25 points |
| Fundraiser | 15 points |
| Committee Meeting | 15 points |
| GPA >4.0/semester | 15 points |
| Executive Board Meeting | 10 points |
| Council Meeting | 10 points |
| Grade average "A"/semester | 10 points |
| Social | 5 points |
| Committee Chairs | 5 points |
| Grade average "A/B"/semester | 5 points |
| State Youth Council Conference | 30 points |
- Section 1b: Members are allowed no more than three (3) unexcused absences from general meetings per semester and must be present at all mandatory events. Participation is expected to be 100% for all members.
- Section 1c: If a community service event necessitates the creation of shifts, members may complete an additional shift for another 20 points. The completion of additional shifts are done at the member's own will.

- Section 1d: If a council member signs up for an event and fails to attend, he/she will be docked the number of points he/she would have earned completing that event.
- Section 1e: A member scheduled to participate in an event must give advisors a 48-hour notice with a valid excuse if they are unable to attend.
- Section 2: The year for members will run from August-April (9 meetings). There will be one general meeting per month.
- Section 3a: If three consecutive meetings are missed, the member is automatically dropped from the council.
- Section 3b: If a member arrives to a meeting fifteen (15) minutes after it has been called to order, they will receive half credit. Members are expected to notify advisors in advance if they know they will be late to a meeting.
- Section 4: Each member must complete one (1) community service project with the council per semester.
- Section 5: Each member must complete one (1) fund-raiser with the council per semester.
- Section 6: Members must attend one meeting of the Planning and Zoning Advisory Board, Town Council, or Parks and Recreation Advisory Board per year.
- Section 7: If a member is going to be absent, they must call or e-mail one of the Youth Council Advisors before 5 P.M. the day of the meeting with a valid excuse. Failure to contact an advisor will be an unexcused absence.

Invalid Excuses:

1. Social Events
2. Work
3. Club Sports
4. Vacation

Valid Excuses:

1. Illness
2. School Organized Events (school appointed schedule must be previously provided for excused absence)
3. SAT/PSAT/ACT
4. Death in the immediate family
5. Homework with explanation
6. Religious related organization and event with explanation

***Anything not listed here is up to the discretion of the advisor. ***

- Section 8: If a member is removed from the council they will be notified by a letter and phone call. A letter will also be sent to the member's school guidance counselor.

Article 4: Election of Officers

- Section 1: Elections will be held prior to the end of the year to select officers for the following year.
- Section 2: A quorum must be present at meeting (2/3 present) for an election to be valid.
- Section 3: Written ballots will be used in the election.

- Section 4: A speech may be given under a time limit of three (3) minutes on the day of elections.
- Section 5: A member must be in good standing to run for an office.
- Section 6: Results may either be announced at the meeting in which the vote is taken or the next day by email.
- Section 7: If a tie exists the current Chair may cast the deciding ballot. The Chair cannot vote unless there is a tie.
- Section 8: If a member leaves during the election, there will be no absentee ballots or votes. If a member is not present during the time of the speeches, their name will be removed from running for that office.
- Section 9: Officers will be in place for the next meeting.
- Section 10: Incoming members cannot vote in the general election.

Article 5: Executive Board

- Section 1: There shall be the following officers and they shall be in the corresponding grades.
- Chair - Junior or Senior preferably with a semester of Council experience
 - Vice Chair – Sophomore, Junior, or Senior with a semester of Council experience
 - Secretary -Sophomore, Junior, or Senior
 - Social Media -Sophomore, Junior, or Senior
 - Committee Coordinator – Sophomore, Junior, or Senior
 - Sergeant-at-Arms – Any Grade
- Section 2: Officers must attend the executive board meetings each semester.
- Section 3: Officers must attend 100% of general meetings per semester.
- Section 4: Executive board meeting will be held an hour before general meetings.
- Section 5: If the Chair cannot fulfill his/her duties the Vice Chair shall assume the office.
- Section 6: If Vice Chair cannot fulfill his/her duties as Vice Chair an election shall take place to fill the position at the next meeting.
- Section 7: Officers shall be responsible for the following:
- Chair:**
- Preside over general and executive board meetings.
 - Prepare agenda for executive board meetings.
 - Notify members when they are removed from council via phone and letter.
 - Administer and oversee committees.
 - Notify members about meetings and events.
- Vice Chair:**
- Preside over meetings in absence of Chair.
 - Assist president in overseeing committees.
 - Additional tasks as delegated by the Chair.

Secretary:

- Prepare agenda for general meetings.
- Keep up with attendance and notify members when they are close to being removed for absences.
- Make note of decisions made by the council and recording them for future references.
- Take minutes for the Youth Council and Executive Board meetings and email them to the advisors within 48 hours.

Social Media:

- Shall create and update Youth Council Social Media pages on Facebook, Instagram, and Twitter.
- Promote Youth Council and events on social media platforms.
- Create a calendar for Youth Council events.
- Set reminders for events on social media platforms.
- Take pictures of meetings, special quests, and Youth Council events.

Committee Coordinator:

- Take proposed ideas from Youth Council meetings and research and put action steps into place to accomplish ideas.
- Advise of events in community for Youth Council Members.
- Create a Google Document of events for all members.
- Setup Remind app for Youth Council Members.
- Maintain calendar for Youth Council events.

Sergeant-at-Arms:

- Keep order during all meetings.
- Report all disturbances to the Chair at the end of the meeting.

Article 5a: State Youth Council Officers

Section 1: Any Youth Council member in good standing may, upon the consent of the Executive board, run for state office.

Section 2: After a State Youth Council Convention, the state officer(s) must make a presentation to the council on what was discussed at the meeting. Five (5) points will be awarded for each presentation.

Article 6: State Charter

Section 1: The Youth Council must become State Chartered within the first three (3) years of existence, by the end of the year 2023.

Article 7: Yearly report to the Town of Harrisburg Council

- Section 1: A report to the Town of Harrisburg Council is required two (2) times a year, one in November to discuss goals and objectives for the upcoming year, and a second in April to discuss what was accomplished during the year.
- Section 2: The Chair will give the report, but the entire executive body should be present at the meeting.

Article 8: Committees

- Section 1: The following committees shall be established permanently:
- Application Committee - Consists of advisors and newly elected Chair. Responsible for reviewing applications and conducting interviews.
 - Member Recruiting Committee - (Chaired by Chair) - Responsible for seeking new members for the Youth Council.
 - By-Laws Committee - Responsible for updating and maintaining the by-laws for the council.
 - Social Committee- Responsible for planning and hosting social events and social media posts.
- Section 2: Other Committees shall be formed as needed.
- Section 3: Committee Make-up - Committee size shall be no larger than six, (6), members including the committee chairperson. They do not need to be chaired by an officer. The Advisors shall agree upon and appoint the chairperson for each committee.
- Section 4: Selection for committees - Volunteers will be named to a committee. If a large interest exists, a bi-annual rotation could then be in-acted upon the decision of the Executive Board.
- Section 5: Committee Attendance - Members shall attend 80% of the committee meetings
- Section 6: Reports - The committee chairperson shall give a report to the general body at the monthly meetings updating the council on progress.
- Section 7: Committees will meet separately from the general body.

Article 9: Code of Ethics

- Section 1: No possession and/or consumption of illegal drugs or alcoholic beverages are allowed during any Youth Council meetings or functions.
- Section 1a: No inappropriate social media postings.
- Section 2: No sexual interaction as defined by the Executive board or Advisors will be allowed at any Youth Council meeting or function.
- Section 3: Any member charged with a misdemeanor shall be placed on auxiliary status. If convicted of the misdemeanor this member shall be removed from the Council; if not convicted of the misdemeanor, full membership will be restored. Any member charged or convicted of a felony shall immediately be removed from the Council.
- Section 3a: Any member who is expelled from any school will be removed from the Youth Council immediately. Youth Council members who are suspended

from any school will need to inform the Advisors immediately. A hearing before the Youth Council Advisors and President will be held and the member may be removed from the Council or placed on probation per the discretion of the Advisors.

Section 4: Consequences will be determined by the Executive Board and Advisors ranging from, but not limited to, notification of parents to removal from Youth Council.

Article 10: Removal and Replacement of Officers and Members

Section 1: Member removal

- A. Exceeding the number of allowed absences per semester according to Article 3; Section 1 will result in removal from council.
- B. Failure to attend service projects and fund-raisers as listed in Article 3; Section 4 and 5 will result in removal from council.
- C. Violations to the Code of Ethics as defined in Article 9; Sections 1 and 2 may be grounds for removal.
- D. Failure to attend one meeting of the boards listed in Article 3; Section 6 per year will result in removal from Youth Council.
- E. Removed members are not eligible to reapply to the council.

Section 2: Notification of Removal - Members who are removed will be notified by a letter and phone call. The member's school guidance counselor will also be notified.

Section 3: Officer Removal

- A. Officers shall be removed for failure to attend 90% of general meetings and 75% of Executive Board meetings, as stated in Article 5; Sections 2 and 3.
- B. Officers shall also be removed for failure to fulfill obligations as stated in Article 5; Section 7.
- C. Officers are also held to any and all of the standards of regular members and may be removed for violation of any activity listed in Article 10; Section 1.

Section 4: Removal and Reappointment

- A. Violation of Article 10; Section 3; parts A and C, will result in immediate removal from the Executive Board and Youth Council.
- B. Violations of Article 10; Section 3; Part B will result in the following course of action:
 - i. A meeting will be held between the Executive Board, Advisors, and Officer in question. At this meeting the officer in question will be notified of their violations and given a chance to justify their reason for the violations.
 - ii. After the hearing is completed, a vote will be taken by the Executive Board as to the punishment of the officer in question. This may include, but is not limited to, a written

reprimand, Executive Board probation, or removal from the Youth Council. The vote must be a simple majority to pass.

- C. Officer Probation - An officer on probation will be removed from their office and the Youth Council for any violation of Article 10; Section 3; Part B. The probation will be determined by the Executive Board at the hearing discussed in Article 10; Section 3; Part B.
- D. Removed officers will be notified of their probation or removal at their hearing, by a letter, and a phone call.
- E. If the President cannot fulfill his/her duties the Vice President shall assume the office. If Vice President cannot fulfill his/her duties as Vice President, an election shall take place at the next general meeting. (Article 5; Sections 5 and 6). If any other office is vacated an election will be held at the next general meeting.

Article 11: Social Media

- Section 1: All members are expected to keep all personal social media profiles to an acceptable standard.
- Section 2: Social media posts regarding Youth Council will need to be approved by the Chair and/or Vice Chair.
- Section 3: All members are expected to be courteous in all social media interactions.
- Section 4: Failure to do so can lead to probation or removal as deemed appropriate by the executive board and advisors.

Article 12: Procedures

- Section 1: Parliamentary Authority
 - A. The rules contained in Robert's Rule of Order shall govern the Youth Council in all cases to which they are applicable and in which they are consistent with the By-Laws and the special laws of order of the Youth Council.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider appointments to Planning and Zoning Board

Presenting Personnel:

Zachary Gordon, Planning Director

Suggested Motion or Action:

Motion to appoint the following residents to the Planning and Zoning Board, for terms as noted, each expiring June 30, 2025:

- Bill Leake (2 year)
- Faith Silva (2 year)
- Jessica Fava (2 year)
- Keziah Hubler (2 year) - Sustainability (ex-officio)

Description/Background:

At its May 8, 2023 meeting, the Town Council adopted revised Rules of Procedure for the Planning and Zoning Board. These revised Rules of Procedure set board member terms at 2 years, with a limit of two (2) consecutive terms. In addition, the Town Council has added an ex-officio, non-voting "Sustainability" position to the PZB, with the same term as regular board members..

As of June 30, 2023, two PZB members (Andy Rathke and Thelma Thorne-Chapman) reached their term limits, while another member (Jacob Carpenter) is not seeking reappointment, coupled with the vacant ETJ seat (yet to be filled), there are four vacancies on the board. In addition to these vacancies, there is an open seat for the ex-officio Sustainability board member position. In June, the Town Clerk advertised that the Town was seeking applicants for the PZB and received eight (8) responses. In accordance with the Rules of Procedure, an appointment committee of Council members Patrick and Dellinger, along with Planning Director Zac Gordon, conducted interviews with these applicants on July 21st and 28th. Based on these interviews, the committee is recommending the Town Council appoint the following individuals for two-year terms:

- **Bill Leake (Regular member)**

Bill is a professional arborist for the City of Concord and brings a wealth of experience in conducting site plan reviews to ensure compliance with landscaping and tree preservation requirements, in promotion of the long-term aesthetic and environmental benefits provided by these improvements.

- **Faith Silva (Regular member)**

Faith has most recently served as chair of the Harrisburg Sustainability Advisory Board (SAB) where she has worked to promote the incorporation of sustainability practices into the town's operations and is committed to the application of sustainability practices to the land development process.

- **Jessica Fava (Regular member)**

Jessica is a professional realtor who is well-versed in the regulatory requirements guiding the land development process in the Town of Harrisburg and is supportive of balanced smart growth for the town, while maintaining the town's unique character.

- **Keziah Hubler (Sustainability member)**

Keziah has served as a member of the Harrisburg Sustainability Advisory Board (SAB) and is currently collaborating on improvements to the sustainability section of the UDO. Keziah is passionate about the application of sustainability practices to the land development process and the promotion of high-quality growth, which preserves the Town's green landscape and open space.

Recommendation:

It is the recommendation of the PZB appointment committee that Bill Leake, Faith Silva, Jessican Fava and Keziah Hubler (sustainability) be appointed to the Planning and Zoning Board for terms of 2 years, to expire on June 30, 2025.

Fiscal Impact:

None

Attachments:

1. Bill Leake Board App
2. Faith Silva Board App
3. Jessica Fava_Board App
4. Keziah Hubler Board App-PZB Ex Officio Sustainability

TOWN OF HARRISBURG COMMITTEE & ADVISORY BOARD APPLICATION

Please select all that may apply, that you may be willing to serve on. Further, rank each selected in order of preference, with 1 being the most preferred:

- | | | |
|-------------------------------------|--------------|--|
| ☒ | Rank # 1 | Planning and Zoning Board (Full Member) |
| ☒ | Rank # 2 | Planning and Zoning Board (ex-officio, non-voting, sustainability) |
| ☐ | Rank # _____ | Parks and Recreation Advisory Board (Full Member) |
| ☐ | Rank # _____ | Parks and Recreation Advisory Board (ex-officio, non-voting, sustainability) |
| ☐ | Rank # _____ | Harrisburg Arts, Culture and Heritage Committee (Full Member) |
| ☐ | Rank # _____ | Harrisburg Arts, Culture and Heritage Committee (ex-officio, non-voting, sustainability) |

QUALIFICATIONS

If applying for an ex-officio, non-voting, sustainability position, please list those qualifications that would be applicable for the position.

Reviewing site plans for ordinance requirement compliance and attending preliminary meetings with developers are task in my current job position. Past member of the Sustainability Advisory Board.

Please complete the form below and return to Town Clerk, Town of Harrisburg at PO Box 100, Harrisburg NC 28075 or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION

Name Bill Leake		Date 05/26/23
Address 7238 Sandown Ct		Apartment/Unit #
City Harrisburg	State NC	Zip 28075
Phone 980-521-3740	Email Address wleake63@gmail.com	
Are you able to attend regularly scheduled nighttime meetings once a month? YES ☒ NO ☐		
How long have you lived in Harrisburg or within the Planning Area? 3 years		
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain?		

REFERENCES

Please list three references.

Name Susan Sessler		Relationship Supervisor
Company City of Concord NC		Phone 704 920-5380
Address 35 Cabarrus Ave W Concord NC		
Name Clint Shoaf		Relationship Co-worker
Company City of Concord		Phone 836 239-4753
Address 35 Cabarrus Ave W Concord NC		
Name Starla Rogers		Relationship Former Co-worker
Company AnnStar Consulting		Phone 704 798-4298
Address		

EMPLOYMENT			
Company 1		The Davey Tree Expert Company	Phone 704 815-5529
Address		6039 McDaniel Lane	City / State Charlotte NC
Job Title Utility Arborist			
Responsibilities Tree Maintenance along electric utility lines			
Dates		From 05/1984 To 06/1997	
Company 2		City of Concord	Phone 704 920-5555
Address		35 Cabarrus Ave W	City / State Concord NC
Job Title City Arborist			
Responsibilities Supervise compliance to landscape requirements of the Concord Development Ordinance.			
Dates		From 06/1997 To Present	

EDUCATION			
School		Central Cabarrus High School	From 1979 To 1982
Degree		Major	
Additional Information Certified Arborist, Qualified Tree Risk Assessor			

ADDITIONAL COMMENTS
Provide a brief statement outlining why you wish to serve on a Town Committee or Advisory Board.
I would like to assist with the town becoming a well developed community and assure growth is managed per the requirements of our development ordinance and town needs .
Based on what you know about Town Committees and Advisory Boards, what skills and abilities can you offer that will make those Town Committees and Advisory Boards better?
Experience with reviewing site plans for ordinance requirements. Experience with ensuring landscape and tree preservation design ensures the long term aesthetic and environmental benefits provided by trees and landscaping.
Please list any current civic and/or community participation you may be involved with, in the space below. Include and public boards or advisory boards you may have served on.
Past member of the Harrisburg Sustainability Advisory Board.

DISCLAIMER AND SIGNATURE

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

Signature **William Leake**

Digitally signed by William Leake
Date: 2023.05.27 10:36:00 -04'00'

Date **05/27/23**

FOR OFFICE USE ONLY

The applicant lives within: ☒ Town Limits ☐ ETJ ☐ Planning Area

Committees/Boards applicant is qualified, listed in order of preference:

- | | |
|---|----------|
| 1. Planning and Zoning Board | 4. _____ |
| 2. Planning and Zoning Board (ex-officio, non-voting, sustainability) | 5. _____ |
| 3. _____ | 6. _____ |

APPENDIX A - DESCRIPTIONS

Planning and Zoning Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town and is appointed by the County. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for two years. The Planning and Zoning Board typically meets the 3rd Tuesday of every month at 6pm.

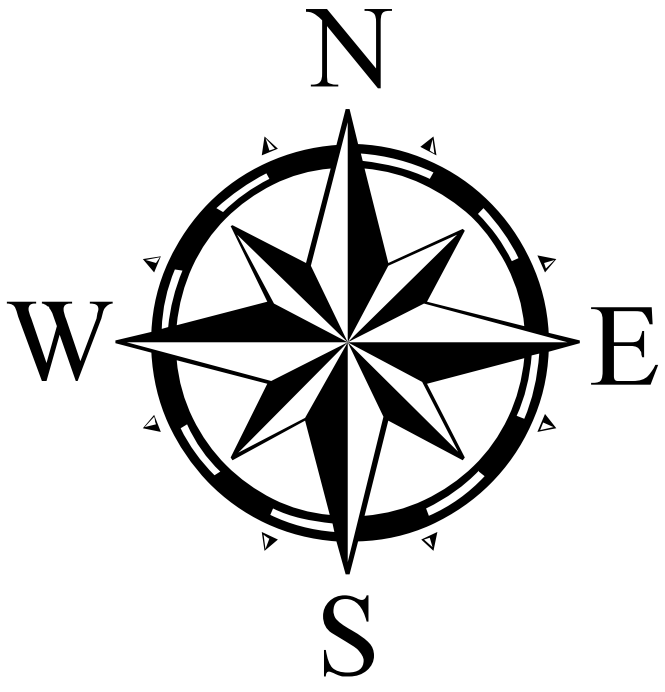
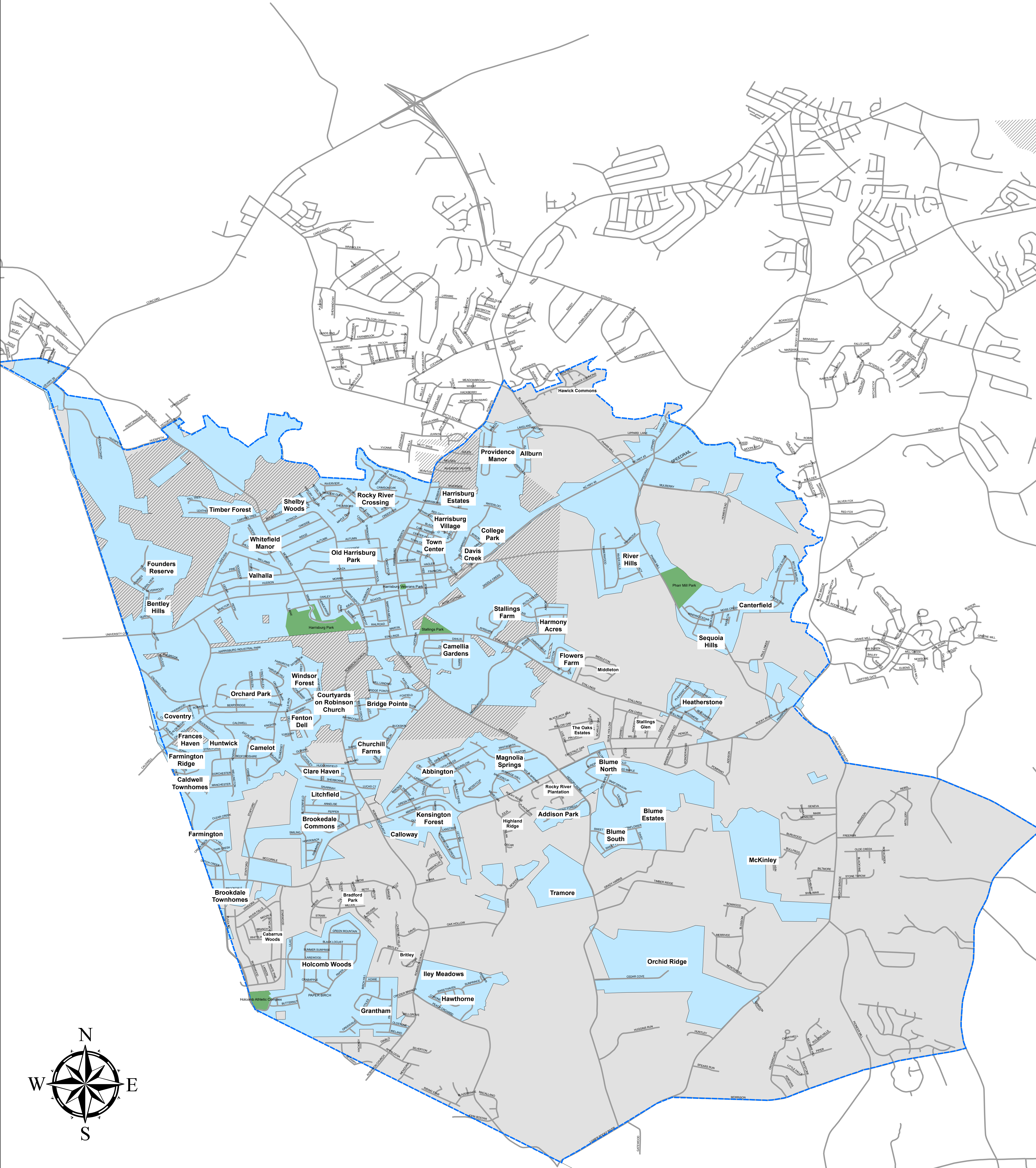
Planning and Zoning Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town and is appointed by the County. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for two years. The Planning and Zoning Board typically meets the 3rd Tuesday of every month at 6pm.

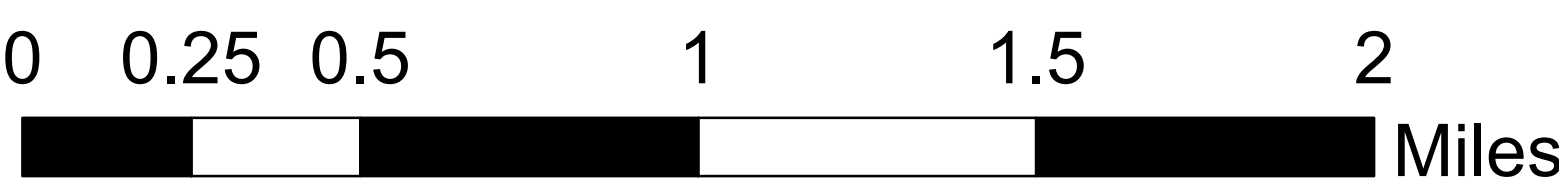
Harrisburg Arts, Culture & Heritage Committee

The Town of Harrisburg Arts, Culture & Heritage Committee, a sub-committee of the Parks and Recreation Advisory Board, provides a voice, specific for the Arts, Culture and Heritage of the Harrisburg community. The Committee consists of seven individuals who live in the local community and have interest in supporting and preserving programs, events, history & heritage, culture and the arts of Harrisburg. Six members of the Board reside in the Town of Harrisburg, and up to one member may reside in the Planning Area for Harrisburg. Through monthly meetings, information obtained from the Arts, Culture and Heritage Committee is provided to Harrisburg Parks & Recreation Advisory Board and Town Council to help make informed decisions that support the arts, culture and heritage of the community. The Committee typically meets the 1st Monday of each month at 6pm at Harrisburg Town Hall.

Further detail of any of the above Boards and Committees can be found on the Town's website, www.harrisburgnc.org.



Town of Harrisburg North Carolina



- Legend**
- Harrisburg Town Limits
 - ETJ Boundary
 - Harrisburg Planning Area
 - Harrisburg Parks
 - Cabarrus County

TOWN OF HARRISBURG COMMITTEE & ADVISORY BOARD APPLICATION

Please select all that may apply, that you may be willing to serve on. Further, rank each selected in order of preference, with 1 being the most preferred:

4	Rank # 1	Planning and Zoning Board (Full Member)
	Rank #	Planning and Zoning Board (ex-officio, non-voting, sustainability)
	Rank #	Parks and Recreation Advisory Board (Full Member)
	Rank #	Parks and Recreation Advisory Board (ex-officio, non-voting, sustainability)
	Rank #	Harrisburg Arts, Culture and Heritage Committee (Full Member)
	Rank #	Harrisburg Arts, Culture and Heritage Committee (ex-officio, non-voting, sustainability)

QUALIFICATIONS

If applying for an ex-officio, non-voting, sustainability position, please list those qualifications that would be applicable for the position.

Broad knowledge of sustainability and environmental practices, active in the community, lived here for 9 years, passion to help my community be the best it can be, willingness to learn, and I work very well with others even when we don't agree.

Please complete the form below and return to Town Clerk, Town of Harrisburg at PO Box 100, Harrisburg NC 28075 or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION

Name Faith Silva		Date 06-30-2023
Address 4888 Laughing Lane		Apartment/Unit #
City Harrisburg	State NC	Zip 28075
Phone 704-451-1506	Email Address faith.silva.crl@gmail.com	
Are you able to attend regularly scheduled nighttime meetings once a month? YES ☒ NO ☐		
How long have you lived in Harrisburg or within the Planning Area? 9 years		
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain?		

REFERENCES

Please list three references.

Name Kim Kennedy		Relationship Former coworker
Company	Phone (704) 962-8898	
Address 11628 Baystone Place, Concord, NC 28025		
Name Keziah Hubler		Relationship Former HSAB member
Company	Phone (828) 449-4805	
Address Harrisburg		
Name Brenda Gasior		Relationship Friend and fellow sustainability leader
Company	Phone (704) 806-9816	
Address Charlotte		

EMPLOYMENT

Company 1	Travels by Danielle	Phone	(704) 451-1506
Address		City / State	
Job Title Travel Agent (independent Contractor)			
Responsibilities Consulting with clients to make sure I meet their needs and wants, planning and booking their trips, following up with clients to make sure all their needs were met.			
Dates		From 2022	To Present
Company 2	Corvian Community School	Phone	(704) 717-7550
Address 9501 David Taylor Drive		City / State Charlotte, NC	
Job Title Elementary Spanish teacher, Teacher assistant coordinator			
Responsibilities creating and implementing lesson plans, creating and environment where students, parents, fellow staff and admin felt heard, safe, and satisfied.			
Dates		From 2013	To 2020

EDUCATION

School	Sun Valley High School	From 1994	To 1998
Degree	Diploma	Major	N/A
Additional Information I went straight to work after high school to help support my single mother and brothers.			

ADDITIONAL COMMENTS

Provide a brief statement outlining why you wish to serve on a Town Committee or Advisory Board.

I wish to serve on the planning and zoning board because I feel it is my duty and privilege to help in ways I am able to be of service. I want a healthy and prosperous town for my children and future grandchildren to live in and want to do my part to help make this happen.

Based on what you know about Town Committees and Advisory Boards, what skills and abilities can you offer that will make those Town Committees and Advisory Boards better?

As a resident for the past 9 years, I would like to think that I know what a lot of my fellow community members want and need when it comes to a healthy community. I also have broad knowledge in sustainability that can prove useful when planning out new projects and developments. Lastly, I love working with others to better my community.

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

I was on the sustainability Board for one and a half years. I was the secretary for the first year and the chair for the following 5 months.

I have also been a part of town events as a vendor and as a volunteer and have participated in many clean up initiatives.

DISCLAIMER AND SIGNATURE

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

Signature



Date 06/30/2023

FOR OFFICE USE ONLY

The applicant lives within: ☐ Town Limits ☐ ETJ ☐ Planning Area

Committees/Boards applicant is qualified, listed in order of preference:

- | | |
|------------------------------|----------|
| 1. Planning and Zoning Board | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

APPENDIX A - DESCRIPTIONS

Planning and Zoning Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town and is appointed by the County. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for two years. The Planning and Zoning Board typically meets the 3rd Tuesday of every month at 6pm.

Parks and Recreation Advisory Board

The Town of Harrisburg Parks and Recreation Advisory Board provides a voice for the community. The Board consists of individuals who live in the local community and have interest in supporting programs and facilities for recreation and social activities for all age groups. Six members of the Board reside in the Town of Harrisburg, and up to one member may reside in the Planning Area of Harrisburg. Through monthly meetings, information obtained from the Parks and Recreation Advisory Board is provided to Harrisburg Town Council to help make informed decisions that support the community. The Advisory Board typically meets the 4th Monday of each month at 6pm at Harrisburg Town Hall.

Harrisburg Arts, Culture Heritage Committee

The Town of Harrisburg Arts, Culture & Heritage Committee, a sub-committee of the Parks and Recreation Advisory Board, provides a voice, specific for the Arts, Culture and Heritage of the Harrisburg community. The Committee consists of seven individuals who live in the local community and have interest in supporting and preserving programs, events, history & heritage, culture and the arts of Harrisburg. Six members of the Board reside in the Town of Harrisburg, and up to one member may reside in the Planning Area for Harrisburg. Through monthly meetings, information obtained from the Arts, Culture and Heritage Committee is provided to Harrisburg Parks & Recreation Advisory Board and Town Council to help make informed decisions that support the arts, culture and heritage of the community. The Committee typically meets the 1st Monday of each month at 6pm at Harrisburg Town Hall.

Further detail of any of the above Boards and Committees can be found on the Town's website, www.harrisburgnc.org.



TOWN OF HARRISBURG COMMITTEE & ADVISORY BOARD APPLICATION

Please select all that may apply, that you may be willing to serve on. Further, rank each selected in order of preference, with 1 being the most preferred:

- | | | |
|-------------------------------------|----------|--|
| ☒ | Rank # 1 | Planning and Zoning Board (Full Member) |
| ☐ | Rank # | Planning and Zoning Board (ex-officio, non-voting, sustainability) |
| ☐ | Rank # | Parks and Recreation Advisory Board (Full Member) |
| ☐ | Rank # | Parks and Recreation Advisory Board (ex-officio, non-voting, sustainability) |
| ☐ | Rank # | Harrisburg Arts, Culture and Heritage Committee (Full Member) |
| ☐ | Rank # | Harrisburg Arts, Culture and Heritage Committee (ex-officio, non-voting, sustainability) |

QUALIFICATIONS

If applying for an ex-officio, non-voting, sustainability position, please list those qualifications that would be applicable for the position.

Please complete the form below and return to Town Clerk, Town of Harrisburg at PO Box 100, Harrisburg NC 28075 or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION

Name Jessica Fava		Date 5/30/2023
Address 4455 Mill Landing Dr		Apartment/Unit #
City Harrisburg	State NC	Zip 28075
Phone 315-415-4454	Email Address jessicafavare@gmail.com	
Are you able to attend regularly scheduled nighttime meetings once a month? YES ☒ NO ☐		
How long have you lived in Harrisburg or within the Planning Area? ~8 years		
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain?		

REFERENCES

Please list three references.

Name Pamela Black		Relationship Broker In Charge
Company J. Lyn Signature Properties		Phone (704) 301-2010
Address		
Name Rodney Dellinger		Relationship Friend
Company		Phone (704) 617-1350
Address		
Name Jennifer Vandersol		Relationship Real Estate Firm Owner
Company J. Lyn Signature Properties		Phone (704) 756-5432
Address		

EMPLOYMENT	
Company 1 J. Lyn Signature Properties	Phone (704) 301-2010
Address 18805 Flat Shoals Dr	City / State Cornelius, NC
Job Title Realtor	
Responsibilities Helping buyers and sellers in the real estate market	
Dates	From 6/2022 To present
Company 2 Keller Williams	Phone ()
Address 6001 Gateway Center Dr	City / State Kannapolis, NC
Job Title Realtor	
Responsibilities Helping buyers and sellers in the real estate market	
Dates	From 2/2017 To 6/2022

EDUCATION	
School Le Moyne College	From 2002 To 2004
Degree Masters of Education	Major Elem Ed/Special Education
Additional Information Elem ed: prek-6, special education: prek-12	

ADDITIONAL COMMENTS
Provide a brief statement outlining why you wish to serve on a Town Committee or Advisory Board. I wish to serve on the Planning and Zoning Board to have an increased role as a citizen of the town of Harrisburg. I am a former teacher in Cabarrus County and I have lived in Cabarrus County since 2006. In 2015, my husband and I chose to move to Harrisburg for the schools, and feeling of community that Harrisburg offers. I would like to be a part of continuing to help Harrisburg grow in a smart and sensible way that benefits both Harrisburg and its citizens.
Based on what you know about Town Committees and Advisory Boards, what skills and abilities can you offer that will make those Town Committees and Advisory Boards better? In my previous profession of being an educator, I was the department chair for 7 years. The role of department chair taught me the skills of listening to and addressing concerns of my fellow teachers, having to work with administrators in the building as well as at the district level, all while teaching and advocating for my students and teachers. This experience also taught me to realize that we all have different perspectives and that all these perspectives were equally important to consider when making decisions or even having discussions. I am able to look at the big picture of things while not forgetting how decisions can impact one individual. As a former special education teacher, I had to collect data and look at all sets of data to help make decisions regarding a child's education plan. This has given me the ability to analyze data and use all the data points in helping to make determinations. My career as a realtor has made me knowledgeable about many subdivisions and land in general in and around Harrisburg.
Please list any current civic and/or community participation you may be involved with, in the space below. Include and public boards or advisory boards you may have served on. I attended the Harrisburg's Citizen Academy several years ago. I have attended town council meetings as well as school board meetings. I am also a part of Harrisburg Elementary's and Hickory Ridge Middle School's PTO boards.

DISCLAIMER AND SIGNATURE

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

Signature


Jessica Fava

Date

05/31/23

FOR OFFICE USE ONLYThe applicant lives within: ☐ Town Limits ☐ ETJ ☐ Planning Area

Committees/Boards applicant is qualified, listed in order of preference:

- | | |
|-------------------------------------|----------|
| 1. <u>Planning and Zoning Board</u> | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

APPENDIX A - DESCRIPTIONS**Planning and Zoning Board**

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town and is appointed by the County. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for two years. The Planning and Zoning Board typically meets the 3rd Tuesday of every month at 6pm.

Parks and Recreation Advisory Board

The Town of Harrisburg Parks and Recreation Advisory Board provides a voice for the community. The Board consists of individuals who live in the local community and have interest in supporting programs and facilities for recreation and social activities for all age groups. Six members of the Board reside in the Town of Harrisburg, and up to one member may reside in the Planning Area of Harrisburg. Through monthly meetings, information obtained from the Parks and Recreation Advisory Board is provided to Harrisburg Town Council to help make informed decisions that support the community. The Advisory Board typically meets the 4th Monday of each month at 6pm at Harrisburg Town Hall.

Harrisburg Arts, Culture Heritage Committee

The Town of Harrisburg Arts, Culture & Heritage Committee, a sub-committee of the Parks and Recreation Advisory Board, provides a voice, specific for the Arts, Culture and Heritage of the Harrisburg community. The Committee consists of seven individuals who live in the local community and have interest in supporting and preserving programs, events, history & heritage, culture and the arts of Harrisburg. Six members of the Board reside in the Town of Harrisburg, and up to one member may reside in the Planning Area for Harrisburg. Through monthly meetings, information obtained from the Arts, Culture and Heritage Committee is provided to Harrisburg Parks & Recreation Advisory Board and Town Council to help make informed decisions that support the arts, culture and heritage of the community. The Committee typically meets the 1st Monday of each month at 6pm at Harrisburg Town Hall.

Further detail of any of the above Boards and Committees can be found on the Town's website, www.harrisburgnc.org.



TOWN OF HARRISBURG COMMITTEE & ADVISORY BOARD APPLICATION

Please select all that may apply, that you may be willing to serve on. Further, rank each selected in order of preference, with 1 being the most preferred:

- Rank # ____ Planning and Zoning Board (Full Member)
 Rank # 1 Planning and Zoning Board (ex-officio, non-voting, sustainability)
 Rank # ____ Parks and Recreation Advisory Board (Full Member)
 Rank # ____ Parks and Recreation Advisory Board (ex-officio, non-voting, sustainability)
 Rank # ____ Harrisburg Arts, Culture and Heritage Committee (Full Member)
 Rank # ____ Harrisburg Arts, Culture and Heritage Committee (ex-officio, non-voting, sustainability)

QUALIFICATIONS

If applying for an ex-officio, non-voting, sustainability position, please list those qualifications that would be applicable for the position.

Previous 1.5 year term on the Harrisburg Sustainability Advisory Board
Awarded the 2023 Stephanie Davis Waste Reduction & Pollution Prevention Award & Scholarship
Chair of the Pharmacy Environmental Sustainability Committee at Carolinas Medical Center, Charlotte
Currently collaborating on suggested improvements to the sustainability section of the Harrisburg UDO

Please complete the form below and return to Town Clerk, Town of Harrisburg at PO Box 100, Harrisburg NC 28075 or submit via email to jackley@harrisburgnc.org.

APPLICANT INFORMATION

Name: Keziah Hubler		Date: 5/26/23
Address: 408 Dogwood Ln		Apartment/Unit #
City: Harrisburg	State: NC	Zip: 28075
Phone: 828-449-4805	Email Address: keziahhubler@gmail.com	
Are you able to attend regularly scheduled nighttime meetings once a month? YES		
How long have you lived in Harrisburg or within the Planning Area? 3 years		
Have you ever been convicted of a felony? NO If yes, explain? N/A		

REFERENCES Please list three references.

Name: Dorian Brown	Relationship: Manager
Company: Atrium Health	Email: dorian.brown@atriumhealth.org
Address: 1000 Blythe Blvd, Charlotte, NC 28203	
Name Micah Chin	Relationship: Executive Director of an organization I am on the Board of Trustees for
Company: Hickory Cove Bible Camp	Phone: (704) 578-2906
Address: 170 Ferguson Ln, Taylorsville, NC 28681	
Name: Michelle Hickman	Relationship: Colleague
Company: Atrium Health	Phone (724) 554-3392

EMPLOYMENT	
Company 1: Atrium Health	Phone (704) 355-7666
Address: 1000 Blythe Blvd	City / State: Charlotte, NC
Job Title: Clinical Pharmacist	
Responsibilities: Ensure the safe, effective, appropriate prescribing and administration of medications in the inpatient adult and pediatric units.	
Dates	From 01/2015 To PRESENT
Company 2	Phone ()
Address	City / State
Job Title	
Responsibilities	
Dates	From To

EDUCATION	
School: University of Hertfordshire	From 9/2007 To 5/2011
Degree: Masters of Pharmacy (MPharm)	Major: Pharmacy
Additional Information: Licensed Pharmacist in NC, additional board certification in Sterile Compounding (RPh, BCSCP)	

ADDITIONAL COMMENTS
Provide a brief statement outlining why you wish to serve on a Town Committee or Advisory Board.
I believe sustainability is such an important area to focus on, and I am passionate about trying to promote, advocate, and encourage the use of sustainable practices in all aspects of life. I would like to do my part to improve the world for my children and future generations. I'm excited that green practices and sustainability are becoming a focus and that change is starting to happen. I think it's wonderful that the Town of Harrisburg had a Sustainability Advisory Board, and that they are continuing to see the value in the field by adding ex-officio sustainability members to the existing boards. I felt it was important to put my name forward to help keep up the progress that the board has already made, and continue to serve the Town of Harrisburg in this way as a citizen.
Based on what you know about Town Committees and Advisory Boards, what skills and abilities can you offer that will make those Town Committees and Advisory Boards better?
I founded, and currently chair, the Environmental Sustainability Committee for the pharmacy department (>200 employees) at Carolinas Medical Center. In this role, I have managed to bring greater awareness to my colleagues and leadership about the critical need for increasingly sustainable practices and waste reduction. Our committee has brought several waste reduction initiatives to fruition (K-cup recycling, single-use plastic reduction, reusable utensils for the department, battery and pen recycling etc.). Having served on the Harrisburg Sustainability Advisory Board for 1.5 years, I feel that I have gained experience in the way

the town operates and what is important. I have learned more about the other advisory boards, and what areas a sustainability advisor could be most useful. Our recent work on the improvement of the existing sustainability section of the UDO has really helped further my knowledge of development in Harrisburg and I hope that I could be useful to the Planning & Zoning Board in advising on how development can occur with minimal environmental impact to our area.

I am from England (moved to the United States in 2013) and could share some insight into some foreign sustainable practices that could possibly be replicated in Harrisburg.

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

Founder and Chair of the 'Carolinas Medical Center Pharmacy Environmental Sustainability Committee'.
Board Member on the Board of Trustees for Hickory Cove Bible Camp in Taylorsville, NC.

Page 2 of 4
Town of Harrisburg

DISCLAIMER AND SIGNATURE

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



Signature

Date : 5/26/23

FOR OFFICE USE ONLY

The applicant lives within: X Town Limits ,ETJ ,Planning Area

Committees/Boards applicant is qualified, listed in order of preference:

1. Planning and Zoning Board (ex-officio, sustainability) 4. _____
2. _____ 5. _____
3. _____ 6. _____

APPENDIX A - DESCRIPTIONS



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider appointments to the Board of Adjustment

Presenting Personnel:

Zachary Gordon, Planning Director

Suggested Motion or Action:

Motion to appoint the following residents to the Board of Adjustment (BOA), for the terms as noted:

- Ian Patrick (3 year term - expiration 6/30/26)
- Michael Branham (3 year term - expiration 6/30/26)
- Brandon Ross (3 year term - expiration 6/30/26)
- Monica Long (2 year term - expiration 6/30/25)
- Kevin Schaffner (Alternate; 2 year term - expiration 6/30/25)
- Kevin Hutchins (Alternate; 1 year term - expiration 6/30/24)

NOTE: The applications for Michael Branham and Brandon Ross are attached.

Description/Background:

At its May 8, 2023 meeting, the Town Council modified the "Rules of Procedure" for the Board of Adjustment (BOA), which separated the BOA from the Planning and Zoning Board. In accordance with the newly adopted BOA Rules of Procedure, the Council shall appoint five (5) regular members to the BOA (including 1 ETJ representative) and two (2) alternates. BOA members may include members of the Planning and Zoning Board and Town Council, during the same term of office. The recommendations for BOA members include, Councilman Ian Patrick and Planning and Zoning Board members, Monica Long, Kevin Schaffner, and Kevin Hutchens. The terms of Monica, Kevin S. and Kevin H., align with their terms of appointment to the Planning and Zoning Board when they were appointed to both Boards.

In June, the Town Clerk advertised that the Town was seeking applicants for the BOA and received eight (8) responses. In accordance with the Rules of Procedure, an appointment recommendation committee of Council members Patrick and Dellinger, along with Planning Director Zac Gordon conducted interviews with these applicants on July 21st and 28th. Based on these interviews, the committee is recommending that the Town Council appoint the following individuals with the terms of expiration as noted:

- Ian Patrick - **Council member** (6/30/26)
- Michael Branham - **Regular member** (6/30/26)
- Brandon Ross - **Regular member** (6/30/26)
- Monica Long - **Regular member** (6/30/25)
- Kevin Schaffner - **Alternate member** (6/30/25)
- Kevin Hutchins - **Alternate member** (6/30/24)

The ETJ seat is still open at this time.

Recommendation:

It is the recommendation of the appointment recommendation committee that the following residents be appointed to the Board of Adjustment for the terms as noted:

- Ian Patrick - **Council member** (6/30/26)
- Michael Branham - **Regular member** (6/30/26)
- Brandon Ross - **Regular member** (6/30/26)
- Monica Long - **Regular member** (6/30/25)
- Kevin Schaffner - **Alternate member** (6/30/25)
- Kevin Hutchins - **Alternate member**(6/30/24)

Fiscal Impact:

None

Attachments:

1. J. Brandon Ross Board App
2. Michael Branham Board App

TOWN OF HARRISBURG COMMITTEE & ADVISORY BOARD APPLICATION

Please select all that may apply, that you may be willing to serve on. Further, rank each selected in order of preference, with 1 being the most preferred:

- | | | |
|-------------------------------------|-----------------|--|
| ☒ | Rank # <u>1</u> | Planning and Zoning Board (Full Member) |
| ☐ | Rank # _____ | Planning and Zoning Board (ex-officio, non-voting, sustainability) |
| ☒ | Rank # <u>2</u> | Board of Adjustment |
| ☐ | Rank # _____ | Parks and Recreation Advisory Board (Full Member) |
| ☐ | Rank # _____ | Parks and Recreation Advisory Board (ex-officio, non-voting, sustainability) Harrisburg |
| ☐ | Rank # _____ | Arts, Culture and Heritage Committee (Full Member) |
| ☐ | Rank # _____ | Harrisburg Arts, Culture and Heritage Committee (ex-officio, non-voting, sustainability) |

QUALIFICATIONS

If applying for an ex-officio, non-voting, sustainability position, please list those qualifications that would be applicable for the position.

Please complete the form below and return to Town Clerk, Town of Harrisburg at PO Box 100, Harrisburg NC 28075 or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION

Name <u>J. Brandon Ross</u>		Date <u>6/30/23</u>
Address <u>4430 Bridge Pointe Dr.</u>		Apartment/Unit # _____
City <u>Harrisburg</u>	State <u>NC</u>	Zip <u>28075</u>
Phone <u>972-824-6524</u>	Email Address <u>rossfamfive@gmail.com</u>	
Are you able to attend regularly scheduled nighttime meetings once a month? YES ☒ NO ☐		
How long have you lived in Harrisburg or within the Planning Area? <u>10 years</u>		
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain? _____		

REFERENCES

Please list three references.

Name <u>Daniel Ford</u>		Relationship <u>Neighbor</u>
Company _____		Phone <u>(704) 608-6376</u>
Address <u>7535 Chasewater Dr. Harrisburg, NC 28075</u>		
Name <u>Robert Lewis</u>		Relationship <u>Manager</u>
Company _____		Phone <u>(704) 517-6932</u>
Address <u>136 Castles Gate Dr., Mooresville, NC 28117</u>		
Name <u>Mike Schwartz</u>		Relationship <u>Neighbor</u>
Company _____		Phone <u>(908) 872-1230</u>
Address <u>4349 Bridge Pointe Dr. Harrisburg, NC 28075</u>		

EMPLOYMENT

Company 1	Duke Energy	Phone	()
Address		City / State	Charlotte, NC
Job Title	System Operator		
Responsibilities	Regulate electrical grid		
Dates	From 8/13	To	Present
Company 2		Phone	()
Address	N/A	City / State	
Job Title			
Responsibilities			
Dates	From	To	

EDUCATION

School	Tyler Junior College	From 1990	To 1993
Degree	Associate of Applied Science	Major	Electronic Technology
Additional Information			

ADDITIONAL COMMENTS

Provide a brief statement outlining why you wish to serve on a Town Committee or Advisory Board.

I wish to serve on the Board to help our town progress and grow not only following the established ordinances but to better our community as a whole.

Based on what you know about Town Committees and Advisory Boards, what skills and abilities can you offer that will make those Town Committees and Advisory Boards better?

I am honest, straight forward, and believe everyone has a right to be heard. I am level-headed and belief common sense should be applied in each situation.

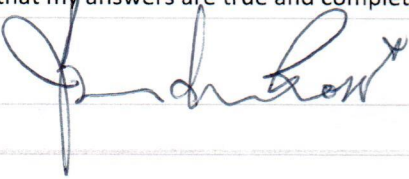
Please list any current civic and/or community participation you may be involved with, in the space below. Include and public boards or advisory boards you may have served on.

I have served on multiple HOA Boards. Most recently, I served as Vice President⁽²⁾ + President⁽³⁾ for 5 years in my current neighborhood of Bridge Pointe.

DISCLAIMER AND SIGNATURE

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

Signature



Date

4/30/23

FOR OFFICE USE ONLY

The applicant lives within: ☐ Town Limits ☐ ETJ ☐ Planning Area

Committees/Boards applicant is qualified, listed in order of preference:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

APPENDIX A - DESCRIPTIONS

Planning and Zoning Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town and is appointed by the County. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for two years. The Planning and Zoning Board typically meets the 3rd Tuesday of every month at 6pm.

Board of Adjustment

Effective June 12, 2023, the Board of Adjustment is a fully separate volunteer Board from the Planning and Zoning Board and consists of five members and two alternate members. The Board of Adjustment hears all variance cases, Conditional Use permit requests, and appeals of the Zoning Administrator's decisions. This Board acts as a quasi-judicial body, and makes a final decision on all of the cases brought before them. All documentation brought before the Board of Adjustment must be provided in the form of evidence, and all speakers at a Board of Adjustment meeting are sworn in before providing testimony.

Parks and Recreation Advisory Board

The Town of Harrisburg Parks and Recreation Advisory Board provides a voice for the community. The Board consists of individuals who live in the local community and have interest in supporting programs and facilities for recreation and social activities for all age groups. Six members of the Board reside in the Town of Harrisburg, and up to one member may reside in the Planning Area of Harrisburg. Through monthly meetings, information obtained from the Parks and Recreation Advisory Board is provided to Harrisburg Town Council to help make informed decisions that support the community. The Advisory Board typically meets the 4th Monday of each month at 6pm at Harrisburg Town Hall.

Harrisburg Arts, Culture Heritage Committee

The Town of Harrisburg Arts, Culture & Heritage Committee, a sub-committee of the Parks and Recreation Advisory Board, provides a voice, specific for the Arts, Culture and Heritage of the Harrisburg community. The Committee consists of seven individuals who live in the local community and have interest in supporting and preserving programs, events, history & heritage, culture and the arts of Harrisburg. Six members of the Board reside in the Town of Harrisburg, and up to one member may reside in the Planning Area for Harrisburg. Through monthly meetings, information obtained from the Arts, Culture and Heritage Committee is provided to Harrisburg Parks & Recreation Advisory Board and Town Council to help make informed decisions that support the arts, culture and heritage of the community. The Committee typically meets the 1st Monday of each month at 6pm at Harrisburg Town Hall.

Further detail of any of the above Boards and Committees can be found on the Town's website, www.harrisburgnc.org.

TOWN OF HARRISBURG COMMITTEE & ADVISORY BOARD APPLICATION

Please select all that may apply, that you may be willing to serve on. Further, rank each selected in order of preference, with 1 being the most preferred:

- | | | |
|-------------------------------------|----------|--|
| ☒ | Rank # 1 | Planning and Zoning Board (Full Member) |
| ☒ | Rank # 2 | Planning and Zoning Board (ex-officio, non-voting, sustainability) |
| ☐ | Rank # | Parks and Recreation Advisory Board (Full Member) |
| ☐ | Rank # | Parks and Recreation Advisory Board (ex-officio, non-voting, sustainability) |
| ☐ | Rank # | Harrisburg Arts, Culture and Heritage Committee (Full Member) |
| ☐ | Rank # | Harrisburg Arts, Culture and Heritage Committee (ex-officio, non-voting, sustainability) |

QUALIFICATIONS

If applying for an ex-officio, non-voting, sustainability position, please list those qualifications that would be applicable for the position.

See skills listed in skills section below.

Please complete the form below and return to Town Clerk, Town of Harrisburg at PO Box 100, Harrisburg NC 28075 or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION

Name Michael Branham		Date 6/8/2023
Address 5662 Berry Ridge Dr		Apartment/Unit #
City Harrisburg	State NC	Zip 28075
Phone 704-454-7721	Email Address mikelb@carolina.rr.com	
Are you able to attend regularly scheduled nighttime meetings once a month? YES ☒ NO ☐		
How long have you lived in Harrisburg or within the Planning Area? 23 years		
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain?		

REFERENCES

Please list three references.

Name Justin Amadori		Relationship Friend/Neighbor
Company Law Firm	Phone (704) 458-5012	
Address 5669 Berry Ridge Dr Harrisburg NC		
Name Doug Conner		Relationship Brother-in law
Company Harrisburg Florist	Phone (704) 796-6416	
Address 4012 Glen Eagles Lane Concord NC 28027		
Name Marla Brooks		Relationship Friend
Company Retired	Phone 828)284-2181	
Address 620 Ruth Ave Kannapolis NC 28083		

EMPLOYMENT

Company 1	AT&T	Phone	704)632-5115
Address	Various	City / State	Various
Job Title	Technician/Tech Support Engineer/Project Manager/Technical Director		
Responsibilities	Everything from installing systems to supervising managers to overseeing projects		
Dates	From 5/12/1980 To 5/12/2018		
Company 2		Phone	()
Address		City / State	
Job Title			
Responsibilities			
Dates	From	To	

EDUCATION

School	Florida Jr. College	From	1980	To	1982
Degree		Major			
Additional Information					

ADDITIONAL COMMENTS

Provide a brief statement outlining why you wish to serve on a Town Committee or Advisory Board.

I have lived in Harrisburg for 23 years and have witnessed a huge change in our growth. Most changes and additions I have witnessed since moving here have made a lot of sense while others make me wonder why someone thought that was a good idea. I am interested in having input into where our town goes and how it grows sensibly in the future. Also how do we ensure our roads are ready for the growth we are approving.

Based on what you know about Town Committees and Advisory Boards, what skills and abilities can you offer that will make those Town Committees and Advisory Boards better?

One of my jobs at AT&T was Project manager. With that job came a lot of planning type training which helped me understand what was needed to plan and execute a successful project all while staying within budget. My biggest project with AT&T was Panther Stadium. I feel the overall experience I gained from my roll as Project Manager at AT&T would be a benefit to the Planning and Zoning Board.

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

I am not currently participating on any civic boards and thus my reason to throw my name in for this position. It is time I give back to the town that has given so much to me. Completed 2019 Harrisburg Citizens Academy.

DISCLAIMER AND SIGNATURE

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

Signature



Date

6/8/2023

FOR OFFICE USE ONLY

The applicant lives within: ☐ Town Limits ☐ ETJ ☐ Planning Area

Committees/Boards applicant is qualified, listed in order of preference:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

APPENDIX A - DESCRIPTIONS

Planning and Zoning Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town and is appointed by the County. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for two years. The Planning and Zoning Board typically meets the 3rd Tuesday of every month at 6pm.

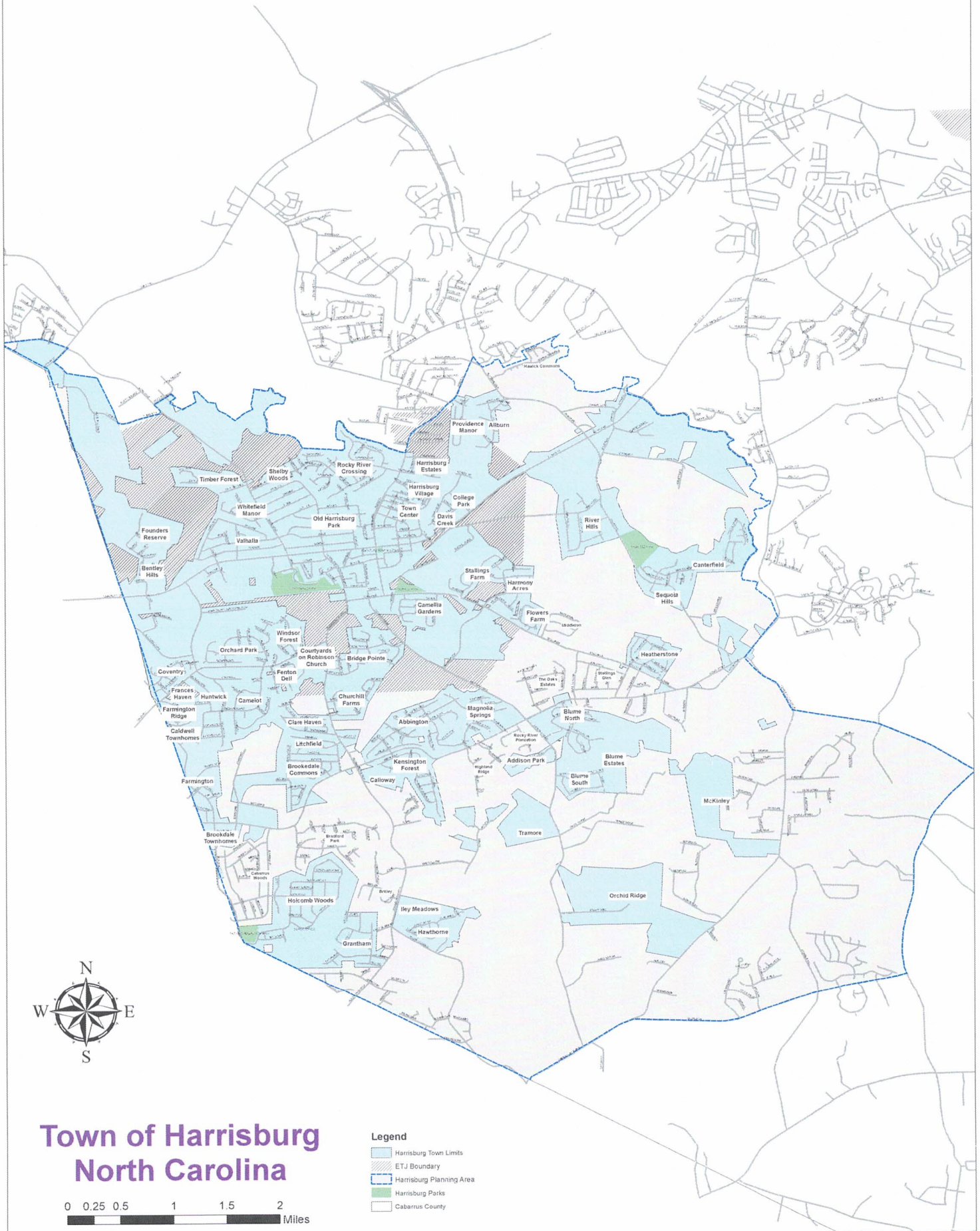
Parks and Recreation Advisory Board

The Town of Harrisburg Parks and Recreation Advisory Board provides a voice for the community. The Board consists of individuals who live in the local community and have interest in supporting programs and facilities for recreation and social activities for all age groups. Six members of the Board reside in the Town of Harrisburg, and up to one member may reside in the Planning Area of Harrisburg. Through monthly meetings, information obtained from the Parks and Recreation Advisory Board is provided to Harrisburg Town Council to help make informed decisions that support the community. The Advisory Board typically meets the 4th Monday of each month at 6pm at Harrisburg Town Hall.

Harrisburg Arts, Culture Heritage Committee

The Town of Harrisburg Arts, Culture & Heritage Committee, a sub-committee of the Parks and Recreation Advisory Board, provides a voice, specific for the Arts, Culture and Heritage of the Harrisburg community. The Committee consists of seven individuals who live in the local community and have interest in supporting and preserving programs, events, history & heritage, culture and the arts of Harrisburg. Six members of the Board reside in the Town of Harrisburg, and up to one member may reside in the Planning Area for Harrisburg. Through monthly meetings, information obtained from the Arts, Culture and Heritage Committee is provided to Harrisburg Parks & Recreation Advisory Board and Town Council to help make informed decisions that support the arts, culture and heritage of the community. The Committee typically meets the 1st Monday of each month at 6pm at Harrisburg Town Hall.

Further detail of any of the above Boards and Committees can be found on the Town's website, www.harrisburgnc.org.





TOWN OF HARRISBURG

Agenda Item Details

Title:

Discussion on Food Truck Regulations

Presenting Personnel:

Zachary Gordon, Planning Director

Suggested Motion or Action:

Provide recommendation to staff for possible text amendment(s) to UDO addressing the operation and permitting of "Food Trucks" and "Food Truck Courts"

Description/Background:

Overview

Historically, the use of food trucks in Harrisburg has been limited to special events or as a “temporary” accessory use. As the use of food trucks continues to grow in popularity, and in response to concerns regarding the operation of food trucks in the Town, staff has prepared an analysis of current UDO regulations guiding the operation of "Food Trucks" and "Food Truck Courts" as a temporary use, along with the process for permitting these uses. Based on this review, staff is recommending that the Town Council consider amendments to the UDO to enhance these regulations in the interest of protecting public health, safety and welfare, along with enhancing quality of life for Harrisburg residents and those who work in and visit the Town.

Unified Development Ordinance (UDO)

Harrisburg food truck regulations are found in sections **140.04.07.B(10) – Accessory Use & Structure Standards** and **140.04.08 - Temporary use & Structure Standards (see attached)**. These two sections are intended to clarify the “temporary nature of a use” and the standards by which the temporary use may operate.

- **140.04.08 - Temporary use & Structure Standards** identifies a “Food Truck” as a permitted temporary use that is allowed to operate as follows:
 - Within non-residential and mixed use zoning districts.
 - Is authorized to operate one day per event, with a maximum total of 365 events per year.
 - Must obtain a temporary use permit.
- **140.04.07 – Accessory Use and Structure Standards** allows for a “Food Truck Court” as an accessory use to other permanent land uses.
 - Identifies the specific land use categories to which this use may be accessory.
 - Outlines the criteria by which the use can operate that includes:
 - Permission from property owner.
 - Placement of the food truck on the site (outside setback, sight triangles and buffers).
 - This section does not include a definition of “Food Truck Court.” However, this use is generally defined as a permanent arrangement of parking, seating, and restroom facilities for three or more food trucks.

Typical Food Truck Regulations

Food truck regulations vary from little to none to very specific in communities across the Charlotte region (see table below).

Recurring areas of focus for Food Truck regulations include:

- Location - typically regulate this use by zoning districts and private or public property or right-of-way.
- Duration - regulations may include maximum days per year and/or maximum consecutive days. Many ordinances will exclude time limitations tied to town events or festivals.
- Site requirements, including the following:
 1. Separation requirements from established brick & mortar restaurants.
 2. Parking
 3. Setbacks
 4. Signage

SUMMARY OF FOOD TRUCK REGULATIONS IN CHARLOTTE REGION			
Town	Location	Duration	Criteria
Kannapolis	Any District	90 days	8 am to 9 pm; No overnight storage; prohibited on vacant properties
Huntersville	Non-residential district/mixed use	365 days	Remove by end of day
Davidson	Non-residential private property	365 days	8 am -10 pm.
Cornelius	Do Not Regulate		
Charlotte	All zoning districts as an accessory use	365 days	Safety requirements; parking for more than one on a site; separation from residential unit.
	Non-residential as a principal use		
Matthews	Most non-residential zoning districts	365 days	8 am to 9 pm; No overnight storage.

Based on this analysis, staff would request guidance from regarding what changes to the UDO the Town Council would like to see regulating Food Trucks and Food Truck Courts. Based on Town Council input, staff will draft the necessary text amendments for review by the PZB, and Council.

Recommendation:

STAFF RECOMMENDATION:

1. Establish a clear definition for “Food Trucks” and/or “Food Truck Court.”
2. Consider the maximum number of days per year and/or maximum consecutive days.
3. Include additional criteria:
 - a. Prohibit overnight parking or storing of the food trucks/trailers on the site.
 - b. Limit hours of operation.
 - c. Prohibit vacant property.
4. Consider allowing (i.e., exempting from regulations) within other zones when tied to a special event sponsored by the Town, places of worship, schools, HOAs or similar type use.

* Attached are Food Truck regulations from the City of Kannapolis which may offer a good framework to consider in modifying the Town’s UDO

Based on Town Council input provided, staff will proceed with drafting the appropriate UDO text amendment(s) for review by the PZB and Town Council.

Fiscal Impact:

None

Attachments:

1. Food Truck Information Report to TC_7-31-23
2. Harrisburg UDO Food Truck Attachment
3. Kannapolis_ Mobile Food Vendor



Town of Harrisburg
Planning and Zoning Department
Staff Report – Town Council
Topic Report – Food Trucks

DATE: August 14, 2023

SUBJECT: Food Truck Regulations

FROM: Zachary D. Gordon, AICP, Planning Director

BACKGROUND:

Historically, the use of food trucks in our community has been limited to special events or as a “temporary” accessory use. As the use of food trucks continue to grow in popularity, it may expose new complications in a community from a regulatory standpoint. This report provides a brief overview of existing regulations, shares important regulation focus areas, and offers staff recommendations for modification of current UDO regulations pertaining to Food Trucks.

Unified Development Ordinance (UDO)

Harrisburg food truck regulations are found in sections **140.04.07.B(10) – Accessory Use & Structure Standards** and **140.04.08 - Temporary use & Structure Standards**. These two sections are intended to clarify the “temporary nature of a use” and the standards by which the temporary use may operate.

- **140.04.08 - Temporary use & Structure Standards** identifies a “**Food Truck**” as a permitted temporary use that is allowed to operate as follows:
 - Within non-residential and mixed use zoning districts.
 - Is authorized to operate one day per event, with a maximum total of 365 events per year.
 - Must obtain a temporary use permit.
- **140.04.07 – Accessory Use and Structure Standards** allows for a “**Food Truck Court**” as an accessory use to other permanent land uses.
 - Identifies the specific land use categories to which this use may be accessory.
 - Outlines the criteria by which the use can operate that includes:
 - Permission from property owner.
 - Placement of the food truck on the site (outside setback, sight triangles and buffers).
 - This section does not include a definition of “Food Truck Court”. However, this use is generally defined as a permanent arrangement of parking, seating, and restroom facilities for three or more food trucks.

Typical Food Truck Regulations

Food truck regulations vary from little to none to very specific in communities across the Charlotte region (see table below). **The recurring areas of focus for regulations are:**

- Location - typically regulate this use by zoning districts and private or public property or right-of-way.
- Duration - regulations may include maximum days per year and/or maximum consecutive days. Many ordinances will exclude time limitations tied to town events or festivals.
- Site requirements that may include:
 - Separation requirements from established brick & mortar restaurants.
 - Parking
 - Setbacks
 - Signage

SUMMARY OF FOOD TRUCK REGULATIONS IN CHARLOTTE REGION			
Town	Location	Duration	Criteria
Kannapolis*	Any District	90 days	8 am to 9 pm; No overnight storage; prohibited on vacant properties
Huntersville	Non-residential district/mixed use	365 days	Remove by end of day
Davidson	Non-residential private property	365 days	8 am -10 pm.
Cornelius	Do Not Regulate		
Charlotte	All zoning districts as an accessory use Non-residential as a principal use	365 days	Safety requirements; parking for more than one on a site; separation from residential unit.
Matthews	Most non-residential zoning districts	365 days	8 am to 9 pm; No overnight storage.

STAFF RECOMMENDATION:

1. Establish a clear definition for “Food Truck” and/or “Food Truck Court.”
2. Consider the maximum number of days per year and/or maximum consecutive days.
3. Include additional criteria:
 - a. Prohibit overnight parking or storing of the food trucks/trailers on the site.
 - b. Limit hours of operation.
 - c. Prohibit vacant property.
4. Consider allowing (i.e., exempting from regulations) within other zones when tied to a special event sponsored by the Town, places of worship, schools, HOAs or similar type use.

* Attached are Food Truck regulations from the City of Kannapolis which may offer a good framework to consider in modifying the Town’s UDO Food Truck and Food Truck Court regulations.

- b. **Screening.** If any pool contains at least 450 square feet of water surface area or has a depth of 36 inches or greater at its shallowest point, the pool shall be enclosed from adjoining lots by the Principal Building, an Accessory Building, a solid wall, or a protective fence of not less than four feet in height. In the alternative, a pool cover shall be provided and shall be installed whenever the pool is not in use.
- c. **Impervious Surface.** In-ground pools shall count toward the lot coverage limitations for the zoning district.

140.04.08 Temporary Use and Structure Standards

140.04.08.A General Provisions

- Generally.** Permitted temporary uses and structures are set forth in Table 140.04.08.A, *Permitted Temporary Uses and Structures*. Standards for temporary uses and structures are set forth below and in Section 140.04.07.B, *Standards*.
- Purpose.** The Temporary Use Permit is a mechanism to allow a use on a short-term basis and certain seasonal or transient uses not otherwise allowed. Prior to conducting or establishing a temporary use or structure, approval of a Temporary Use Permit by the Director is required pursuant to Section 145.02.10, *Temporary Use Permit*.
- Permitted Temporary Uses.** The uses listed in Table 140.04.08.A below, shall be permitted by right (unless noted otherwise) in any of the listed zoning districts.

Table 140.04.08.A, Permitted Temporary Uses and Structures												
TP = Temporary Permitted Use TS = Temporary Special Use -- = Prohibited Use Maximum Events per Year / Days per Event (Duration Column)												
Temporary Use	Duration	Zoning Districts										
		Homestead and Residential					Non-Residential and Mixed-Use					
		AG	RE	RL	RM	RH	MU	CC	O-I	NC	GC	CD, EC
Amusement Enterprises	1 / 21	--	--	--	--	--	--	--	TP	--	TP	TP
Commercial Outdoor Sales Event	4 / 7	--	--	--	--	--	TP	TP	--	--	TP	--
Contractors' Office (Temporary)	See 140.04.07.B	TS	TS	TS	TS	TS	TS	TS	TP	TS	TP	TP
Fireworks Stand	1 / 45	TP	--	--	--	--	--	--	TP	TP	TP	TP
Food Truck	365 / 1	--	--	--	--	--	TP	TP	TP	TP	TP	TP
Outdoor Circus, Carnival, Exhibition, or Show	1 / 30	--	--	--	--	--	--	--	--	--	TS	TS
Real Estate Office in a Construction Trailer or Temporary Modular Unit	See 140.04.07.B	TP	TP	TP	TP	TP	TP	TP	TP	TP	TP	TP
Real Estate Office in a Model Home	See 140.04.07.B	TP	TP	TP	TP	TP	TP	TP	--	--	--	--
Religious Event	1 / 60	TP	--	--	--	--	--	TP	TP	TP	TP	TP
Seasonal Sale of Agricultural Products	4 / 30	TP	--	--	--	--	--	--	--	--	TP	TP
Sidewalk Vendor	3 / 45	--	--	--	--	--	--	--	--	--	TP	--
Single Family Dwelling in Temporary Structure	See 140.04.07.B	TP	TP	TP	TP	TP	TP	TP	TP	TP	TP	TP
Temporary Residence in Mobile Home During Construction of New Home	See 140.04.07.B	TP	TP	TP	TP	TP	--	--	--	--	--	--

4. **Review Criteria.** All temporary uses listed in this Section require a Temporary Use Permit. The Director shall not approve or modify and approve an application for a Temporary Use Permit unless the following general criteria, specific regulations and time limitations are met in addition to standards for any particular temporary use as specified in Section [140.04.07.B, Standards](#).
 - a. *Compatibility with/Effect on Surrounding Area.* The allowance of such use shall not be detrimental to the public health, safety, and general welfare, and the use shall be consistent with the purpose and intent of this UDO and the specific zoning district in which it will be located; and the use is compatible in intensity, characteristics and appearance with existing land uses in the immediate vicinity of the temporary use, and the use, value and qualities of the neighborhood surrounding the temporary use will not be adversely affected by the use or activities associated with it. In addition to those listed herein, factors such as location, noise, odor, light, dust control and hours of operation shall be considered.
 - b. *Location (Permission Required).* The use shall not be on publicly or privately owned property unless the applicant first obtains written approval from the owner.
 - c. *Traffic.* The location of the temporary use or structure shall be such that adverse effects on surrounding properties will be minimal, particularly regarding any type of traffic generated or impacted by the temporary use or structure and impact upon *traffic circulation in the area*.
 - d. *Parking and Access.* Adequate off-street parking shall be provided to serve the use. The use shall not displace the required off-street parking spaces or loading areas of the principal permitted uses on the site. The entrance and exit drives shall be designed to prevent traffic hazards and nuisances.
 - e. *Property Line Setbacks.* Structures and/or display of merchandise shall comply with the yard and property line setback requirements of the zone district within which it is located. The items shall be displayed so as not to interfere with the sight triangle of the intersection of the curb line of any two streets or a driveway and a street. In no case shall items be displayed, or business conducted within the public right-of-way, except that this Section shall not apply to the CC or MU district.
 - f. *Signs.* Signage for temporary uses shall be permitted only within the time frame for which the temporary use is permitted. See Section [141.05.05, Temporary Signs](#) for specific standards for signs.
 - g. *Number per Parcel.* Only one Temporary Use Permit shall be permitted for a single parcel of land at any given time.
 - h. *Utilities.* Temporary uses must provide sufficient potable water and adequate sewage disposal.
 - i. *Outdoor Lighting.* All light sources must be directed inward to the site and downward and away from adjacent properties. Refer to § [141.06, Outdoor Lighting](#).
 - j. *Public Convenience and Litter Control.*
 - a. Adequate public restroom facilities and waste containers shall be required on-site.
 - b. After the temporary use is finished, the site shall be returned to its condition prior to the temporary use being established, including, but not limited to, removal of all litter and any other facilities related to the use, at no expense to the Town.
5. **Period of Time Between Permits.** The period of time an expired Temporary Use Permit on a parcel and application for another Temporary Use Permit on that parcel shall be at least three months. This restriction shall not apply to real estate development and constructed related temporary uses as set forth in Subsection [140.04.07.B, Standards](#).
6. **Similar and Compatible Uses not Specified.**
 - a. *Authority.* If a particular temporary use is not listed in this UDO, the Director shall have the authority to grant a temporary use permit for a “similar and compatible use”.
 - b. *Similar and Compatible Uses.* Similar and compatible uses not specified are those uses which are similar and compatible with those allowed as temporary uses in this Section.
 - c. *Use Determination.* Determination of what constitutes similar and compatible shall be made by the Director. In such instances, the applicant shall provide the following information:
 - i. Type of use;



HarrisburgNC

The right side of opportunity

5. **Number of Occupants.** Each short-term rental tenant room shall be limited to a maximum of two adults, over 18 years old.
6. **Signs.** One wall sign that is a maximum of one square foot in area is permitted.
7. **Insurance.** Each short-term rental host shall obtain and maintain, at the host's sole expense, liability insurance to cover the injury or death of a tenant while the tenant is in, on, or about the short-term rental property.
8. **Parking.** Each short-term rental shall provide one off-street parking space for each tenant room.
8. **Solid Waste Storage Areas.**
 - a. **Lids.** Solid waste dumpsters or other large containers for solid waste storage shall have a lid to minimize the potential contamination of stormwater runoff. These provisions shall apply to all nonresidential and mixed use development, multifamily residential developments and/or single-family attached residential developments, which do not use roll-out containers for curbside solid waste pickup.
 - b. **Materials.** Enclosures shall be constructed of durable, weather-proof, permanent materials such as concrete or stone block, metal, wood or similar material. The applicant shall ensure that the choice of materials and color are consistent and compatible with those of the principal building(s) on the site.
 - c. **Screening.** Solid waste dumpsters or other large containers for solid waste or recycling storage shall be confined in an enclosed area that is screened on all sides. A solid waste enclosure, large enough to confine solid waste items and dumpster(s), shall be of solid opaque construction, six-foot high with latching gates providing access, and shall be composed of materials that are consistent and compatible with those of the principal building(s) on the site. No solid waste storage area shall be located in any front building yard setback or any street yard or buffer yard.
9. **Retail Operations in the EC District.** Retail sale of items or products manufactured or stored by the primary use are permitted subject to the limitation that interior retail operations may not exceed 20 percent of the individual business's gross floor area of the site. Outdoor display areas shall not exceed 10 percent of the individual business's gross square footage.
10. **Food Truck Courts.**
 - a. **Permission.** The operator of a food truck shall obtain, in writing, and have on hand, the property owner's permission to operate on the property.
 - b. **Placement.** The food truck court shall not be located in any required setback, sight triangle, or buffer.
 - c. **Associated Use Categories.** Food truck courts are permitted as accessory uses to uses in the following use categories:
 - i. Community Amenities;
 - ii. Educational Facilities;
 - iii. Medical Facilities;
 - iv. Parks and Open Areas;
 - v. Public Assembly;
 - vi. Entertainment, Indoor;
 - vii. Entertainment, Outdoor;
 - viii. Office; or
 - ix. Retail Repair, Sales, and Service.
 - d. **Food Trucks in Public Right-of-Way.** This section of the UDO does not regulate the placement of food trucks in the public right-of-way.
11. **Swimming Pools.** A private swimming pool along with incidental installations, such as pumps and filters, is permitted in any residential zoning district subject to the following standards.
 - a. **Location.**
 - i. The swimming pool and incidental installations shall be located in other than the front yard.
 - ii. The swimming pool shall be set back from all lot lines a distance of not less than five feet

than the signage installed by the manufacturer or signage required by local, state, or federal law.

- j. A small-scale wind energy conversion system intended to connect to the electric utility shall not be installed until evidence has been provided to the Planning Director that the relevant electric utility company has been informed of the customer's intent to install an interconnected customer-owned generator.
- k. If use of the facility is discontinued for a continuous period of one year, the City shall deem it abandoned and provide the owner a written notice of abandonment stating that the owner has 90 days from the date of receipt of the notice to either resume use of the facility or file a notice of termination with the City. The owner shall remove the facility (including all towers, turbines, and above-ground structures and equipment) within 90 days after a notice of termination is filed.

SECTION 4.4. TEMPORARY USES AND STRUCTURES

A. GENERAL

The purpose of this section is to authorize the establishment of certain temporary uses and structures, which are uses and structures of a limited duration. This section identifies the zoning districts in which temporary uses and structures are allowed, sets out general standards applicable to all temporary uses and structures, and sets out any special standards applicable to particular temporary uses and structures. This section is intended to ensure that such uses or structures do not negatively affect adjacent land, are discontinued upon the expiration of a set time period, and do not involve the construction or alteration of any permanent building or structure.

B. TEMPORARY USE/STRUCTURE TABLE

(1) ORGANIZATION

Table 4.4.B: Temporary Use/Structure Table, identifies the temporary uses and structures alphabetically.

(2) ABBREVIATIONS IN USE TABLE CELLS

Table 4.4.B: Temporary Use/Structure Table, uses the following abbreviations to designate whether and how a temporary use is allowed in a particular zoning district.

P	Permitted use. A "P" in a cell of the table in a column other than a planned development district column indicates that the use in the left-most column in that row is allowed by right in the zoning district identified at the head of that column, subject to any use-specific standards referenced in the right-most column in that row and all other applicable requirements of this Ordinance. A "P" in a cell of the table in a planned development district column means that the use is allowed in the type of planned development district identified at the head of that column only if so specified in the PD Plan for the particular district, subject to all other applicable requirements of this Ordinance, unless expressly modified in the PD Plan or PD Agreement for the district (see Section 3.7.A(3)a, Planned Development (PD) Plan, and Section 3.7.A(3)b, Planned Development (PD) Agreement).
---	---

-	Prohibited Use. “ - ” in a cell of the table indicates that the use in the left-most column in that row is prohibited in the zoning district identified at the head of that column.
---	--

(3) REFERENCE TO USE-SPECIFIC STANDARDS

A particular temporary use or structure identified as permitted in a zoning district may be subject to additional standards that are specific to the particular use. The applicability of such use-specific standards is noted in the right-most column of Table 4.4.B: Temporary Use/Structure Table, through a reference to standards in Section 4.4.D, Standards Specific to Temporary Uses and Structures.

(4) UNLISTED TEMPORARY USES

The Planning Director shall determine whether or not an unlisted temporary use or structure is substantially similar to a listed temporary use and structure, and is allowed.

(5) TEMPORARY USE/STRUCTURE TABLE

Table 4.4.B: Temporary Use/Structure Table

P = Permitted by right - = Prohibited

TEMPORARY USE/STRUCTURE	AG	RESIDENTIAL							MIXED-USE						NONRESIDENTIAL				PD			LEGACY			USE-SPECIFIC STANDARDS
	AG	R1	R2	R4	R6	R7	R8	R18	MU-ND	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-TND	PD-C	CD	CD-R	C-1	
Construction-related temporary structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4.4.D(1)
Donation bin	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4.4.D(2)
Farmers' market (as temporary use)	P	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P	-	P	P	P	P	-	P	4.4.D(3)
Flea market (as temporary use)	-	-	-	-	-	-	-	-	-	P	-	-	-	P	-	P	-	-	-	-	-	-	-	-	4.4.D(4)
Mobile food vending	P	-	-	-	-	-	-	-	-	P	P	P	P	P	-	P	-	-	P	P	P	P	-	P	4.4.D(5)
Model sales home/unit	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	P	-	4.4.D(6)
Outdoor sales	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	P	-	-	-	P	-	-	-	P	4.4.D(7)
Religious or non-profit events, onsite	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Seasonal sale	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	P	-	-	-	P	-	P	-	P	4.4.D(8)
Special event	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	P	-	-	-	P	P	P	-	P	4.4.D(9)
Storage in portable shipping container	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4.4.D(10)
Yard Sale	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	P	P	P	-	P	-	4.4.D(11)

C. GENERAL STANDARDS FOR ALL TEMPORARY USES AND STRUCTURES

(1) TEMPORARY USE PERMIT

- a. Approval of a temporary use permit in accordance with Section 2.5.C(4), Temporary Use Permit, is required prior to the establishment of a temporary use or structure allowed by this section, except the following temporary uses do not require a temporary use permit:
 1. Yard sales;
 2. Storage in a portable shipping container;
 3. Special events identified as not requiring a temporary use permit by Section 4.4.D(9)a, Applicability.
- b. A temporary use permit shall specify the date on which it becomes effective and the period of time during which it is effective. An applicant may request and the Planning Director may approve extensions to the effective period of a temporary use permit, up to the maximum time allowed for the use by Table 4.4.C(1): Temporary Use Permit Time Lengths. After a temporary use permit expires, an applicant may submit a subsequent application for a temporary use permit on the same parcel during the same fiscal year (July 1 through June 30) only after the time period between permits specified in Table 4.4.C(1).

Table 4.4.C(1): Temporary Use Permit Time Lengths

TEMPORARY USE/STRUCTURE TYPE	MINIMUM TIME BETWEEN PERMITS [1]	MAXIMUM TIME ALLOWED [2]
Construction-related temporary structure	None	1 year
Farmers' market, Temporary	None	30 days
Flea market, Temporary	None	30 days
Mobile Food Vending	None	90 days
Model sales home/unit	None	3 years [3]
Sales, outdoor	Promotional activity: 1 day Sidewalk vendor: 90 days	Promotional activity: 21 days Sidewalk vendor: 90 days
Seasonal Sales	Fireworks stand: 90 days All others: None	Fireworks stand: 45 days All others: 180 days
Special event	Carnivals, circuses, fairs, amusement rides, and similar amusement enterprises: 90 days All others: None	Carnivals, circuses, fairs, amusement rides, and similar amusement enterprises: 21 days On-site religious or non-profit events: None All others: 60 days

Table 4.4.C(1): Temporary Use Permit Time Lengths

TEMPORARY USE/STRUCTURE TYPE	MINIMUM TIME BETWEEN PERMITS [1]	MAXIMUM TIME ALLOWED [2]
NOTES: [1] The minimum period of time between an expired temporary use permit on a parcel and application for another temporary use permit on the same parcel per fiscal year (July 1st to June 30th). [2] The maximum period of time of validity of the temporary use permit. Even if at any time the temporary use does not occupy the permitted site, the limit shall not be extended, except as expressly allowed for the specific use by Section 4.4.D, Standards Specific to Temporary Uses and Structures. [3] The temporary use permit shall remain valid no longer than the time required for the construction of the development		

c. The temporary use permit required by subsection a above, shall be prominently displayed on the site.

d. The issuance of a temporary use permit for the use of a recreational vehicle is prohibited.

(2) LANDOWNER PERMISSION REQUIRED

A temporary use or structure shall not be established or placed on a parcel of land unless approved by the landowner in writing.

(3) LOCATION

a. Temporary uses and structures shall not be located in required yards or rights-of-way, except in the CC District.

b. A temporary use or structure shall not be located in a sight triangle or required buffer, nor shall it impede use of any required parking space, drive aisle, loading or service area, pedestrian walkway, emergency access, or fire lane.

(4) PARKING, ACCESS, AND CIRCULATION

a. Adequate off-street parking shall be provided to serve the use.

b. The site, including entrance and exit drives, shall be designed to ensure safe movement of vehicles and pedestrians.

c. The use or structure shall be located and configured to accommodate associated pedestrian, parking, and traffic movement without disturbing environmentally sensitive lands or creating traffic hazards.

(5) PROHIBITED ACTIVITIES

A temporary use or structure shall not:

a. Include permanent alterations to a site;

b. Interfere with the normal operations of any permanent use located on the site;

c. Violate any conditions of approval that apply on the site;

- d.** Maintain any temporary sign associated with the temporary use or structure after the activity ends; or
- e.** Adversely affect the existing land uses in the immediate vicinity based on the location of the temporary use or structure or its potential generation of noise, odor, light, or dust.

D. STANDARDS SPECIFIC TO TEMPORARY USES AND STRUCTURES

The standards set forth in this subsection for a specific temporary use or structure shall apply to the particular individual temporary use or structure, regardless of the zoning district in which it is located or the review procedure by which it is approved, unless otherwise specified in this Ordinance.

(5) MOBILE FOOD VENDING

Mobile food vending shall comply with the following standards, except in conjunction with special events recognized by the City where mobile food vendors are permitted or non-profit fundraising events of five days or less:

- a.** Mobile food vending is prohibited on vacant properties.
- b.** A minimum separation of 400 feet from any other mobile food vending is required.
- c.** Mobile food vending units shall not be located within minimum required setbacks, sight distance triangles, or required buffers. All sidewalk encroachments shall require permit approval from the City.
- d.** Mobile food vending units shall not impede drive aisles, loading or service areas, or fire lanes.
- e.** A minimum of one off-street parking space shall be provided, except in the MU-AC, TOD, and CC districts.
- f.** The landowner shall ensure that trash receptacles are provided within ten feet of the location where food is ordered or consumed on site and that all trash, litter, and refuse are removed from the site at the end of each business day.
- g.** The hours of operation shall be limited to between 8:00 a.m. and 9:00 p.m. Overnight storage of mobile food vending units on site is prohibited.
- h.** The service shall not operate as a drive-through service.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider approval of contract with Thomas P. Miller & Associates to prepare a "Strategic Economic Development Plan (SEDP)" for the Town and the related FY2024 Budget Ordinance Amendments

Presenting Personnel:

Zachary Gordon, Planning Director

Suggested Motion or Action:

Motion to approve the contract with Thomas P. Miller & Associates in the amount of \$99,900 for preparation of a "Strategic Economic Development Plan (SEDP)" for the Town and the related FY2024 Budget Ordinance Amendments, and to authorize the Town Manager to sign the contract on behalf of the Town.

Description/Background:

CONSULTANT SELECTION PROCESS

On March 10, 2023, the Planning Department issued a Request for Qualifications (RFQ) for the preparation of a Strategic Economic Development Plan (SEDP) for the Town. Qualification Statements (QS) from the following consultants:

- Greenfield/Retail Strategies
- Rose Associates
- Thomas P. Miller & Associates

Based on interviews conducted with each consultant, staff is recommending that Thomas P. Miller & Associates (TPM) be awarded the contract to prepare the **SEDP**. TPM is well qualified to prepare the **SEDP**, having completed similar plans for communities throughout the U.S. from Orem, UT to Lees Summit, MO and Alleghany County, MD.

PURPOSE OF PLAN

The **SEDP** will serve as a guide for the Town's efforts to catalyze economic growth and development over a five-year timeframe. The **SEDP** is intended to be an action-oriented plan that will inform and guide Town officials, residents, property owners and developers in making sound policy and investment decisions which will lead to the expansion of the Town's tax base and economic wealth.

The SEDP will answer three main questions:

- **Who Are We (Assess)** - Existing Economic Base Conditions and Trends
- **Where Do We Want to Go (Prepare)** - Strategic Economic Development Plan
- **How Do We Get There (Create)** - Implementation Plan with Action Steps and Timelines

PUBLIC ENGAGEMENT

The SEDP will include a comprehensive public engagement plan with input from stakeholders within and outside the Town of Harrisburg including: business owners, CEOs, community leaders, foundations and philanthropic leaders, site

selection consultants, developers, and venture capitalists. The exact form of public engagement will be determined by the Consultant in close consultation with the Town.

TOWN COUNCIL ENGAGEMENT

- Kickoff Meeting & Presentation to Council
- Focus Groups
- Monthly Staff Updates
- Final Plan Presentation to Council

PROJECT TIMETABLE

Task 1: Project Launch & Discovery - (August)

Task 2: Analyses - (September - November)

Task 3: Stakeholder Engagement - (November - December)

Task 4: Strategic Economic Development Plan Completion - (January - February)

*The **SEDP** will be an actionable plan with short, medium and long-range recommendations and implementation strategies informed by best practices, stakeholder engagement, data gathering, and analysis.*

Examples of Recommendations:

- Incubator opportunities to promote business startups
- Target industry to pursue
- Infrastructure Investment and product development (spec. building) to attract target industries
- Economic Incentives and business attraction strategies
- Organizational changes to achieve success

Recommendation:

Staff is recommending that a contract for preparation of a "Strategic Economic Development Plan (SEDP)" for the Town of Harrisburg be awarded to Thomas P. Miller & Associates in the amount of \$99,900, to approve the related FY2024 Budget Ordinance Amendments, and that the Town Manager be authorized to sign the contract on behalf of the Town.

Fiscal Impact:

Contract price is \$99,900. Funding for this project was originally in a prior fiscal year but due to turnover at the Director level, the project has been delayed, thus funding was returned back to the general fund balance. Funding for this contract will now come from the General Fund's contingency account. The contingency account began fiscal year 2024 with an available balance of \$639,000. If approved, the balance available for the remainder for FY2024 would be \$539,000.

Attachments:

1. Harrisburg Strategic Economic Development Plan (SEDP) RFQ
2. Retali Strategies-Greenfield Town of Harrisburg, NC Strategic Economic Development Plan SOQ
3. Rose Associates_SEDP.HarrisburgNC.April82023
4. SEDP Harrisburg - TPMA Response
5. Contract for SEDP Between TOH and TP Miller
6. Attachment A - Scope of Work
7. Amendment - GF - Strategic Economic Development Plan 08142023



Town of Harrisburg NC
Strategic Economic Development Plan (SEDP)

Request for Qualifications (RFQ)

Harrisburg Planning Department



Date Issued: March 10, 2023

Responses Due: April 10, 2023 (By 4:30 pm)

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
I. Introduction.....	3
II. Project Background and Purpose.....	3
III. Scope of Work.....	4
IV. Public Engagement and Stakeholder Input.....	8
V. Project Time Frame.....	9
VI. Proposal Submittal Format and Content.....	9
VII. Consultant Evaluation and Selection Process.....	10
VIII. Submission of Qualification Statements.....	11
IX. Additional Information.....	11
X. Advertisement.....	11

(RFQ): Harrisburg Strategic Economic Development Plan (SEDP)

I. INTRODUCTION

The Town of Harrisburg, North Carolina ("Town") is seeking Qualification Statements from professional economic development consultants or teams of consultants ("Consultant") to develop a Strategic Economic Development Plan ("SEDP") for the Town. The SEDP will serve as a guide for the Town's efforts to catalyze economic growth and development over a five-year timeframe. The SEDP is intended to be an action-oriented plan that will inform and guide Town officials, residents, property owners and developers in making sound policy and investment decisions which will lead to the expansion of the Town's tax base and economic wealth.

All sealed Qualification Statements must be received by 4:30 PM on April 10, 2023. Inquiries, amendments, or submissions received after the time and date listed above shall not be considered for evaluation. The selected Consultant will be required to complete the scope of work as outlined in this RFQ.

Written questions regarding this RFQ shall be submitted by 4:30 pm EST on March 20, 2023. Questions should be emailed to Zac Gordon, AICP, Planning Director at: zgordon@harrisburgnc.org. Formal responses shall be made by the Town only in response to written questions. **Responses to questions will be posted on March 22, 2023 by 4:30 pm EST on the Town's website.** Any questions that the Town feels are pertinent to all proposals will be sent to all respondents who have submitted Qualification Statements.

The Town of Harrisburg reserves the right to reject any, and all submissions for any reason or no reason. This RFQ does not obligate the Town to pay any cost incurred by respondents in the preparation and submission of a response nor does it obligate the Town to accept or contract for any expressed or implied services.

II. PROJECT BACKGROUND AND PURPOSE

The [Town of Harrisburg NC](#), incorporated in 1973, located in Cabarrus County, immediately adjacent to Mecklenburg County and within the [Charlotte metropolitan region](#). With a population of approximately 21,000 residents, Harrisburg is one of the fastest growing communities in NC. It is known regionally for its high quality of life and as an ideal place to live and raise a family. Located in close proximity to the University of North Carolina at Charlotte and the Charlotte Motor Speedway (CMS), Harrisburg is only a 30-minute drive from Uptown Charlotte and is within five miles of I-485, which connects to I-85 and I-77. In recent years, the area has been attracting mostly residential development, but with the completion of I-485, it is becoming increasingly more attractive as a destination for commercial and industrial growth and development. The Town's motto: "*The Right Side of Opportunity*", captures the essence of the Town as a community that welcomes new residents and businesses.

In 2018, the Harrisburg Town Council adopted the [Harrisburg Area Land Use Plan \(HALUP\)](#), developed in partnership with Cabarrus County. This plan provides the vision and framework for future development of the Town through 2040, and adopted "Foster Economic Development" as one of its goals with following recommendations as it relates to Economic Development (ED) goals:

- ED-1: Identify and protect key employment and industrial locations from other development,
- ED-2: Create greater opportunities for office development, and
- ED-3: Encourage retail development in mixed-use walkable location

Prior to the adoption of the HALUP in 2018, the Town created an [Economic Development Strategic Plan](#) in

(RFQ): Harrisburg Strategic Economic Development Plan (SEDP)

2013 and a [Market Analysis & Economic Development Implementation Plan](#) in 2015. The Consultant selected to prepare the Harrisburg SEDP shall consider these adopted plans and other relevant documents for the Town and surrounding communities, along with the [Cabarrus EDC Strategic Action Plan](#), to ensure that the SEDP is synchronized with local and regional economic development policy, in the context of current economic conditions while foreseeing opportunities for future economic growth. To accomplish this goal requires two equally important components. **First**, is to provide in-depth analysis of the Town's economy, focusing on the identification of key strengths, opportunities, weaknesses, and threats associated with the Town's current economic advantages and long-term sustainability. **Second**, is to develop an actionable plan that identifies implementable strategies for enhancing and development of the Town's economic base.

In summary, the Harrisburg SEDP is intended to be an action-oriented plan that will guide the Town's future economic development program and not simply a background study of the Town's current economic development condition.

The SEDP shall recommend goals for strengthening and building the Town's economy, along with recommended strategies, tactics, guidelines, and timelines for achieving such goals. Charts and graphics (e.g., dashboards) should be utilized to represent and convey this information in a manner that is clear, concise, and easily understood by those responsible for implementation of the plan, elected officials, citizen boards, developers, and the public.

III. SCOPE OF WORK

The SEDP process should answer three main questions:

1. **Where are we** (What is our current economic base)?
2. **Where do we want to go** (What are the opportunities for economic base expansion and what can we do to fully share the benefits of economic growth across the Town)?
3. **How do we get there** (What is our implementation plan)?

Preparation of the SEDP will include assembling and analyzing data and utilizing that data to develop policies, action steps, and an implementation plan to guide future economic development and decision making.

Respondents to this RFQ are expected to address the following in their Qualification Statements:

A. Assess Existing Conditions and Trends (Where are we?)

Review of Existing Plans

As part of the assessment phase of the SEDP, the Consultant, shall review and be familiar with all applicable Town land use, transportation and economic development plans, including the [Harrisburg Area Land Use Plan](#), [Highway 49 Corridor Plan](#), [Economic Development Strategic Plan](#), and [Market Analysis & Economic Development Implementation Plan](#). Consultant shall also review and assess land use, transportation and economic development plans for the surrounding communities in the region, including the recently adopted [Cabarrus EDC Strategic Action Plan](#) prepared for the Cabarrus Economic Development Corporation (CEDC).

At a minimum, the Consultant selected to prepare the Harrisburg SEDP will undertake the following tasks:

A.1 Assessment, Benchmarking & Evaluation

The Consultant will conduct an economic analysis of the Town and its economic relationships to the surrounding Metropolitan Statistical Area (MSA). The purpose of this analysis will be to better understand Harrisburg's economy in the context of the larger metro economy to identify both unique opportunities for the Town, and regional synergies for economic growth and diversification.

During this phase of the study, the Consultant will review relevant previous economic studies, reports, and other related information to ensure that the SEDP meshes with existing plans while remaining distinct. To the extent possible, Town staff will make available local data requested by the Consultant, understanding that the Consultant may have better and more convenient sources of data than Town staff. Any gaps in available deemed necessary to inform the development of the SEDP will be discussed with Town staff to identify solutions to these gaps. The Town will also provide information regarding its current economic development programs, staffing and budget, as well as provide a listing and general function of its local economic development partners, as applicable.

The assessment, benchmarking and evaluation portion of the plan should include:

- a. **Demographic Analysis** – The report should contain a detailed demographic profile of the Town. The demographic profile shall consider such factors as population, household income, wealth and credit levels, the impact of poverty, education levels, property values and trends in property ownership, skills gaps, joblessness, underemployment, and race, among others for up to the past ten years.
- b. **Local (Town) Economic Assessment** – Produce a report containing a detailed analysis of the Town of Harrisburg's economic base including:
 - i. Large Tier: An overview of the Town's economy and the drivers responsible for much of the economic activity in the Town. The Local Economic Analysis shall include the following information, at minimum: the private employers with the largest number of employees in the Town; largest government employers in the Town; industries that are employing the most people within the Town; employers that employ the most Town residents; businesses that produce the most sales tax revenue for the Town; businesses that produce the most earnings tax revenue for the Town; and identifying sectors of the economy that produce the most employment and generate the most tax revenues to the Town.
 - ii. Small Tier: An Overview of the micro-enterprise, small business, and gig economy component of economic activity within the Town.
 - iii. Analyze economic trends and determine their impact on Harrisburg's future economic composition.
 - iv. Identify Harrisburg's position within the greater area (State of NC, Charlotte metropolitan area and the region), how the shared economies interact, and how each business sector contributes to the local economy.
 - v. SWOT analysis to identify major strengths, weaknesses, opportunities, and threats in the market, particularly as they compare to similar, competitive (or emerging competitive) markets. SWOT analysis to include identification and evaluation of exposure to systemic risks or shocks.

(RFQ): Harrisburg Strategic Economic Development Plan (SEDP)

- c. **External Economic Development Network Ecosystem** – Evaluate the relevant existing reports, initiatives, and resources to ensure that the SEDP recommendations are properly informed. These would include:
 - i. Existing reports and relevant recommendations
 - ii. Current Economic Development Initiatives (Façade Improvement Grants)
 - iii. Existing data and data infrastructure (Cabarrus EDC)
 - iv. Existing resources to be leveraged (State, federal, philanthropic)
- d. **Internal Assessment** – Review current Town’s internal operations related to Economic Development to inform strategy implementation. This assessment should address the Town’s current economic development activities, tools and policies and the effectiveness of those tools and policies, along with the analysis of additional or revised tools and policies that could be leveraged to support desired outcomes. Included in this analysis should be an assessment of whether the Town should consider hiring a full-time director (or manager) of economic development, to oversee and execute the Town’s economic development program; or, alternately, if these responsibilities should be vested in an existing Town department.

This assessment should include:

- i. Programs
- ii. Policies, practices, procedures
- iii. Management
- iv. Organization Structure

A.2 Market & Industry Cluster Analysis

The Industry Cluster Analysis portion of the SEDP is intended to identify the economic sectors where Harrisburg currently has, or could have, a “competitive advantage” and can be highly competitive at the regional, State, and national levels. Following identification of these sectors, this portion of the plan should identify action-oriented strategies for building upon and growing these sectors with the goal of creating a diverse, sustainable, and resilient economy that is sufficient to support the needs of the Town and its population. To address the resilience of these industries, risks associated with their stability and growth in Harrisburg shall be identified and factored into this part of the analysis.

In addition to identifying economic sectors at the regional/State/national scale in which the Town of Harrisburg would be competitive, a second objective for the SEDP is to identify the local industry clusters or strengths that enable the Town to stand out within the region and to prescribe strategies for growing and sustaining these industries. Examples of these types of industries could include biotech, advanced manufacturing, entertainment, and tourism.

This sub-task should:

- a. Identify industries by three-digit NAICS in the Town that are:
 - i. Dominant and expected to grow
 - ii. Dominant but waning due to industry/economic/technological or other trends or lack of infrastructure
 - iii. Emerging and a good match; expected to grow
 - iv. Currently non-existent but for which a good match exists
- b. Provide a summary analysis of industry cluster targets of previous Harrisburg economic development strategies and outcomes of such focus.

(RFQ): Harrisburg Strategic Economic Development Plan (SEDP)

- c. Analyze trends, drivers and risks affecting existing industry clusters.
- d. Conduct Interviews with key industry corporate executives, entrepreneurs, and others to gain insight into challenges and opportunities for the Town.
- e. Identify the key occupations where Harrisburg has a competitive advantage over other parts of the region, State or the nation and show how the Town can leverage these strengths to grow our industry sub-clusters and/or create new ones. Identify risks to maintaining the occupational advantages of Harrisburg vis a vis evolving technologies, employer requirements, and educational/certification standards.
- f. Benchmark analysis of the top industry sub-clusters with opportunity for growth.
- g. Identify the of Top 5 investment opportunities that the Town and its partners can pursue to grow its tax base as efficiently as possible to achieve financial sustainability.
- h. Design a 5-year industry sub-cluster growth strategy and implementation program; This should include a plan for multiplying those industries with the greatest growth potential, as well as ideas for either sustaining (or making the Town more resilient to) foundational industries that are threatened or at great risk of downsizing.
- i. Identify marketing strategies – what messages and campaigns ought to be implemented to inform and influence site selection decision makers and consultants to attract targeted industries/businesses. Who are some of the major decision makers and consultants in the respective targeted industries? What information should be posted on the Town of Harrisburg’ website that will be most useful to corporate decision makers and national site selection consultants within each targeted industry?
- j. Provide actionable strategies to grow sub-clusters.

B. Develop a Strategic Economic Development Plan (Where do we want to go?)

Recommendations & Best-Practices

A strong and resilient economy requires a myriad of elements to be successful. These range from a vibrant entrepreneurial culture and small business growth to a vibrant and dynamic workforce. In this section of the plan, Harrisburg is seeking best practices in these and many other areas that are critical to our economic success. More than simply listing out what other municipalities have done; however, we are also interested in learning how Harrisburg can apply these best practices ourselves through strategic tasks and actions that the Town and our economic development partners can implement. Specifically, the Town is looking for the Consultant to:

- a. Identify key best practices for Harrisburg to pursue as determined by looking at the Town’s SWOT analysis.
- b. Identify other best practices, such as business retention and expansion strategies and how Town and its partners (namely, the Cabarrus EDC) could pursue these in an efficient manner.
- c. Identify key resident/talent attraction strategies for growing the Town’s population.
- d. Identify tourism strategies for the Town to pursue to make the most use of our many amenities and proximity to a growing Charlotte metro-area.
- e. Provide recommendations for maximizing the Town’s entrepreneurial & small business ecosystem including strategies for recruiting early-stage companies and entrepreneurs.
- f. Identify local incentive programs that will help attract new job growth and/or retain existing job growth in targeted industries.
- g. Identify strategies for guiding Harrisburg Town Center to its maximum potential, whether that be primarily as a Central Business District, mixed-use residential/commercial/retail district, or some combination of these or other possibilities.
- h. Identify best practices for ensuring that growth and development is equitable to attain the maximum reach of the economic benefits that are expected as a result of the successful execution of this plan.

Establish an Economic Development Incentive Policy

The Town has the desire to provide economic development incentive assistance for companies seeking to locate in the Town or expand their current business operations, which would result in a significant increase in the number of jobs and local tax revenue. The Town's economic development incentive policy should encourage both the recruitment and expansion of employment and tax generating development within Harrisburg, in areas identified as having high growth potential. The economic development incentive policy should include an eligibility matrix or chart listing such items as eligible project types, qualifying standards, and funding participation.

Economic development assistance shall be offered through a development agreement as authorized by Article 10 of Chapter 160D of the North Carolina General Statutes and N.C. Gen. Stat. § 158-7.1 et seq. and may include lump sum payments and/or ad valorem property tax refunds.

C. Create an Implementation Plan with Action Steps and Timelines (How Do We Get There?)

This segment of the SEDP is focused on tying together all the previous elements of the plan into a clear set of strategic actions and tasks that the Town and its economic development partners (including businesses, Cabarrus EDC, Cabarrus Chamber, and others) can implement to reach our goal of developing a resilient and equitable economy in the Town.

Our objective is for this plan to be a "tool kit" that can be implemented in real time to achieve sustainable business and tax base growth and stability for the Town.

The SEDP implementation plan shall:

- a. Make policy, law, or procedural change recommendations, as needed, for the Town to achieve the economic growth and resilience strategy's goals identified by the SEDP.
- b. Recommend any changes needed to the Town's economic development toolbox, including changes to incentive programs (including new incentive or financing tools), or the addition of programs or services to promote business development.
- c. Based upon prior assessment of the Town's economic development program (including operational capacity, programs, and services) provide recommendations for any structural organizational changes (including the addition of personnel) needed within the Town's economic development program to enhance the program's effectiveness in achieving the goals identified by the SEDP plan.
- d. Identify areas in which increased collaboration would accrue economies of scale and benefit all parties and community partners that will help achieve strategic objectives. This could include key partnerships (government, private and non-profit) that will improve the success of the plan. Provide recommendations as to the appropriate level of involvement from each party of these collaborations and recommend practices for developing coalitions with and maintaining effective communication and coordination between economic development network partners as it relates to implementation of this plan.
- e. List out the metrics that the Town should track to best measure the success achieved by the implementation of the strategic plan.
- f. The plan should include an implementation matrix that explains the "who, what, when, where, why and how" of the recommended strategies. This should include designation of leaders, partners, timeline, resources (both current and potential funding sources), priority levels, and measures for each goal and objective. The plan should clearly indicate overall milestones for successful implementation

(RFQ): Harrisburg Strategic Economic Development Plan (SEDP)

of the strategies, services, and programs.

- g. Recommend ways that the Town and its partners can work together to develop an agile approach to implementation of this strategy, so that the Town can be flexible and adaptable in its implementation of this plan, as economic conditions change.

IV. PUBLIC ENGAGEMENT AND STAKEHOLDER INPUT

It is expected that the Consultant will develop and oversee a comprehensive public engagement plan with input (at a minimum) from the following stakeholders within and outside the Town of Harrisburg: business owners, CEOs, community leaders, foundations and philanthropic leaders, site selection consultants, developers, and venture capitalists. The exact form of public engagement will be determined by the Consultant in close consultation with the Town. Additionally, it is expected that the chosen firm will present the deliverables to the community in a forum open to the public

V. PROJECT TIME FRAME

The Town anticipates the following schedule for completion of the SEDP, with key dates noted below. A final schedule will be adopted as part of the contract between the Town and Consultant chosen to prepare the SEDP.

PROJECT SCHEDULE:

Action	Date
RFQ Advertised	March 10th
Questions Due from Consultants	March 20 th
Response to Questions from Consultants	March 27 th
RFQ Responses Due	April 10th
Firms Short-listed for Interviews	April 14 th
Firm Interviews	April 18 th & 19 th
Firm selected and notified	April 24th
Contract Negotiated	April 24 th – May 1 st
Contract Awarded by Town Council	May 8th
Plan Kickoff	June 4 th (no later than)
Plan Completion	September 30th

VI. PROPOSAL SUBMITTAL FORMAT AND CONTENT

The submitted proposal must address all elements of scope of work as outlined in the RFQ and should include (at a minimum) the following elements:

- **Cover Letter**
The letter must be signed by an individual with the authority to authorize the consultant to enter into a contract with the Town for the services to be provided.
- **Project Understanding and Approach/Work Plan/Demonstrate Project Experience**
This section should include a detailed description of the proposer's understanding of the intent of the project and its objectives, the character of the required deliverables, and overall approach to the project. The proposer should identify the level of assistance required from the Town and/or Project

(RFQ): Harrisburg Strategic Economic Development Plan (SEDP)

Partners to complete each task.

- **Detailed project schedule (in Gantt chart form) showing all milestones, critical stakeholder/public meetings, and deliverables to maintain project progress by the project end date.**
- **Consultant(s) Company Information**

Firms shall provide the following information. (The same information must be provided for each sub-consultant or each member of a joint venture):

 - Firm name and business address, including telephone number and email contact.
 - History of the firm.
 - Identify the state in which the firm was organized or incorporated.
 - a. Type of ownership, and name and location of parent company and subsidiaries, if any.
 - b. Number of full-time employees. Part-time employees or consultants routinely engaged by the Consultant may be included, if clearly identified as such.
- **Qualifications and Experience of the Consultant Firm(s)**

Please describe prime consultant's recent experience relevant to this project. Include brief project profiles with total project cost as well as a key project reference with address, phone, and email contact information for each profile. Particular emphasis should be placed on projects managed by the key personnel proposed for this project. If the respondent anticipates the use of sub-consultants, the respondent shall identify:

 - The role and extent to which sub-consultants will participate in the project.
 - The means by which the prime consultant will oversee the work of these parties.
 - The experience and credentials of these parties relevant to this project.
 - References: Please submit names, addresses, and phone numbers of at least two references familiar with the sub-consultant's ability, experience, and reliability in the performance and management of projects of a similar nature.
- **Qualifications and Experience of Key Staff**

Identify key individuals to be assigned to this project and include the function and/or responsibility of each of the identified individuals. Experience summaries of these key individuals shall be provided, with emphasis on previous experience on similar projects in similar roles. Resumes of these key individuals may be included.
- **Project Cost Estimates**

Provide an estimated cost of the project with a not-to-exceed price for all services. This estimate should be provided in a separate document marked "**SEDP Cost Estimate**". This estimate is not binding but will be used by the Town as the basis for determining the final scope of services.

VII. CONSULTANT EVALUATION AND SELECTION PROCESS

Qualification Statements will be evaluated by Town staff including Town Manager, Deputy Town Manager and Planning Director, based on the Consultant's ability to meet the requirements of this Request for Qualifications (RFQ). Evaluation criteria, among other factors, will include:

- Demonstrated experience in creating similar work product, working with a diverse group of stakeholders and ability to prepare user-friendly documents. Qualifications of the firm and personnel (including any sub-contractors) to be assigned to this project demonstrating the Consultant's capacity to complete

(RFQ): Harrisburg Strategic Economic Development Plan (SEDP)

requested services, their experience completing similar projects, including experience with research and analysis related to the scope of work elements.

- Demonstration of overall project understanding and clarity of the proposal and creativity/thoroughness in addressing the project objectives and deliverables outline in the RFQ.
- References to previous similar work, including work performed by all sub-consultants.
- Completeness of Qualifications Statement

The Town reserves the right to seek clarification of any submitted Qualifications Statement, reject any and all submittals received in response to this RFQ, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFQ if it is in the best interests of the Town. A short list of qualified consultants will be selected from the submittals received for follow-up interviews, as deemed necessary.

VIII. SUBMISSION OF QUALIFICATION STATEMENTS

Firm(s) interested in being considered for this project should submit both electronic versions (via email or flash drive), along with five (5) (hard copies of their Qualification Statements by 4:30 pm April 10, 2023 to the attention of:

Brian Lee, CPA, CLGFO

Finance Director

Town of Harrisburg

4100 Main St.

PO Box 100

Harrisburg, NC 28075

blee@harrisburgnc.org

QUALIFICATION STATEMENTS ARE DUE NO LATER THAN 4:30 P.M. EST APRIL 10, 2023.

IX. ADDITIONAL INFORMATION

This RFQ in no way obligates the Town to award a contract. All submittals become the property of the Town upon submission. The cost of preparing, submitting, and presenting Qualification Statements is solely with the responder. All data, databases, reports, designs and materials in digital and hard copy format created under this project shall be transferred to the town upon completion of the project and become the property of the Town. Ten percent (10%) of total contract cost will be withheld as retainage pending successful project completion to Town's satisfaction.

Questions regarding this RFQ should be directed to Zac Gordon, Planning Director, Town of Harrisburg at zgordon@harrisburgnc.org **Questions will be accepted until 4:30 pm EST on March 20, 2023, and answers will be posted by 4:30 pm EST on March 22, 2023.**

The Town will maintain a list of questions and answers on its website: <http://www.harrisburgnc.org>

X. ADVERTISEMENT

An advertisement for the RFQ will be posted on the Town website: <http://www.harrisburgnc.org>



retail strategies

Greenfield

Strategic Economic Development Plan Statement of Qualifications



HarrisburgNC

The right side of opportunity

Town of Harrisburg, North Carolina

April 6, 2023

Strictly Private & Confidential

Pricing Valid for 90 Days



Cover Letter

Zac Gordon, AICP
Planning Director
Town of Harrisburg, North Carolina

Zac and the Selection Committee,

Retail Strategies and Greenfield are excited to submit our qualifications to partner with the Town of Harrisburg on your Strategic Economic Development Plan (SEDP).

Retail Strategies has 150 collective years of real estate experience, over 30 licensed Commercial Real Estate professionals, and is the only full-service real estate firm to also provide municipal consulting for community and economic development, retail recruitment, and small business support. The team at Greenfield has over 80 years of combined economic development experience across the US that includes industrial and commercial development, tourism, and sports development work. Together, we provide the Town with a team that covers all facets of small town growth.

To help the Town maintain its high quality of life reputation and become more attractive for commercial and industrial growth, the Retail Strategies and Greenfield Project Team will be your partner to stimulate commercial activity, catalyze economic growth, and expand the tax base. You will receive a custom five-year plan with specific action items to build the Town's economy and guide the Town on making sound policy and economic decisions.

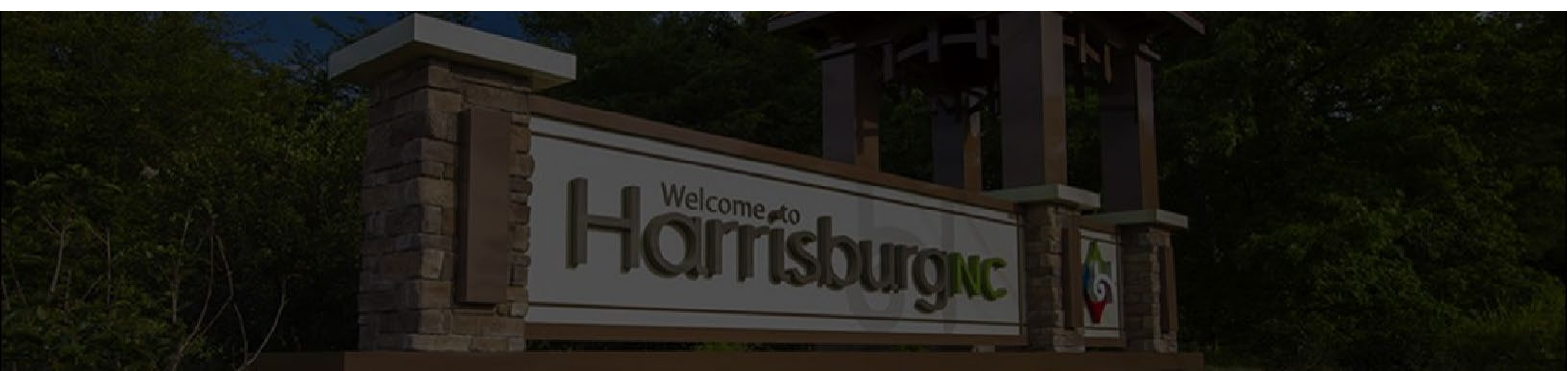
The Town of Harrisburg can enjoy an experienced and specialized partnership with the economic and community development and commercial real estate team of Retail Strategies, joined with the economic development research and strategy team at Greenfield.

We have worked with hundreds of municipalities and organizations across the country of a similar size and scope to Harrisburg, with deep knowledge and experience in North Carolina.

Retail Strategies and Greenfield are excited about this opportunity and ready to get to work for you!

Thank you.

Lacey Bacchus Retail Strategies



Project Understanding

The Retail Strategies – Greenfield Team understands the Town’s desire to take ownership of their local economic destiny by developing their own economic development identify, assets, strategies, plans, and tactics.

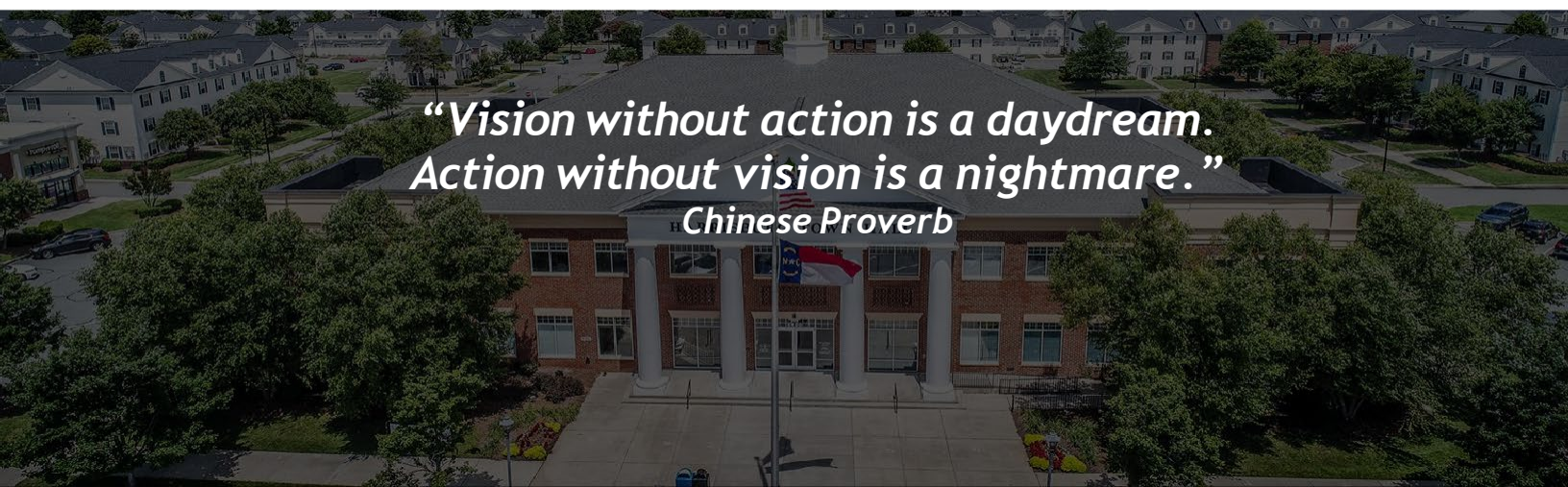
While the Town of Harrisburg has benefited from tremendous residential growth during the last decade, the Town’s leadership recognizes the need to provide sustainable economic growth through an on-going strategic economic development planning process. The goals for this next SEDP are to:

- 1) assess the existing state of the local economy (at the local level and within the region)
- 2) identify the Town’s location attributes and which business sectors can best utilize / benefit from these attributes
- 3) develop local assets and strategies for marketing to targeted business sectors and for fostering continued sustainable and diversified economic growth into the future.

Our Team does not have a formula for strategic planning outcomes. We look at each assignment and geography as a new challenge and opportunity to find creative solutions that will be practical to implement and provide keys to success for that specific geography. Our combined experiences give us the ability to quickly see the important issues and focus on those solutions as well as a comprehensive look into both the direct and indirect issues that affect economic success.

Depending on the Town’s budget, we can provide a comprehensive, detailed plan with in-depth research on each demographic category, extensive stakeholder interviews and community visioning sessions, SWOT analysis of assets, target market sectors based on unique or significant assets, marketing strategies, peer community comparisons and detailed recommendations.

While the RFQ is broken into very specific activities, we will be doing much of the research and analysis concurrently. We answer one question and discover another one to ask.



***“Vision without action is a daydream.
Action without vision is a nightmare.”***
Chinese Proverb



Retail Strategies/Greenfield Project Team

Retail Strategies and Greenfield have specifically chosen to partner together to offer the Town expertise in all aspects of economic development: retail and downtown development, industrial / commercial development, tourism and sports development, special projects. We believe that Harrisburg requires a synthesis of each of these disciplines while developing this SEDP.

Why Choose the Retail Strategies – Greenfield Team

1. We understand the strategic economic development process, as well as the need for the Town to be involved and informed during the entire process.
2. We understand small towns – as stand-alone communities and within the MSA / regional marketplace.
3. Our work across the US provides us with unique insight into how other communities are approaching Harrisburg's challenges associated with major growth.
4. We have unique experience, skills, and contacts to offer the Town:
 - Retail Strategies is a significant conduit for developers and franchisees looking for new locations across the US in all types of commercial and hospitality ventures.
 - Both Mary Lilley and Robin Spinks have been involved in major tourism development projects. Mary worked with NCDA to locate and construct the Senator Bob Martin Eastern Agricultural Center (a major equestrian arena) in Williamston, NC. Robin served on the board of directors for Wilmington's Thalian Hall, a major performing arts center in downtown, during its reconstruction and reopening.
 - Both invested in the Wilmington Waves baseball team, the "A" farm team for the LA Dodgers. In fact, Robin served as the team's managing partner as it was sold.
5. We are a team that will work seamlessly to provide the Town with a 2023 Strategic Economic Development Plan that provides a historical perspective and current analysis of your economic landscape, as well as recommendations and actions to provide diversified, sustainable economic growth and opportunities into the future.

As part of the assessment process, we request an extensive windshield tour of the Town, to see all the assets staff consider significant. We request this tour be with Town staff and / or leadership.



Project Schedule

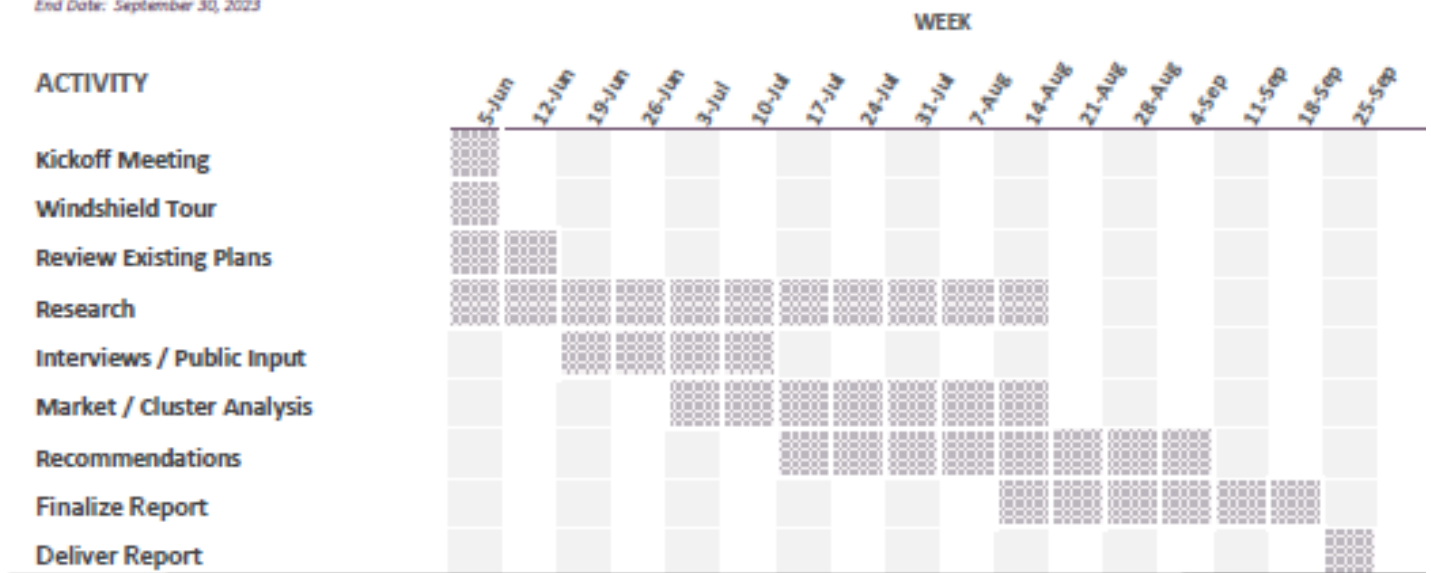
Harrisburg, NC

SEDP Project

Start Date: June 4, 2023

 Plan Duration

End Date: September 30, 2023



The timetable shown above is dependent upon initiating the project on or about June 5, 2023.

The Project Team will provide updates to the Town at agreed-upon intervals throughout the project.





Project Approach

Assessment, Benchmarking and Evaluation

Retail Strategies has an in-house Research team that will work in conjunction with the Greenfield principals to take a deep dive into data, advanced analytics, and proprietary tools as we identify, uncover and define the economic potential in Harrisburg.

Below are just some of the tools, software, subscriptions and memberships used to provide the Town with its in-depth analysis and reports.

Crittenden Research



Sitewise



dun & bradstreet





Project Approach

Market & Cluster Analysis

With the Town's strategic location less than 5 miles from I-485 within the Charlotte MSA, one can easily suggest Cabarrus County's and the MSA's potential market targets for Harrisburg. However, we will not use a "cookie cutter" approach; we always consider each area's specific and unique qualities and match potential targets to what the location has to offer and will offer in the future.

Our Project Team will use the Demographic Analysis and Economic Assessments, as well as our knowledge of the area and understanding of how today's companies grow, as we consider target sectors. We will review sectors recruited by the Cabarrus EDC, the Charlotte Regional Business Alliance, and other ally groups to see how these regional targets match the assets of Harrisburg.

We begin our target market analysis by identifying and grouping the Town's existing assets – noting any assets that are unique or offer specific higher value to potential clients – including:

- Available / planned industrial and corporate sites and buildings
- Workforce - existing occupations/skills, distribution among industry sectors, wage rates, and commuting patterns; ability to attract and retain existing workforce
- Training and other workforce preparation programs – through Rowan - Cabarrus Community College, UNC-Charlotte, local Workforce Development Boards, local schools, other community colleges, and any trade / private training organizations
- Utility capacities, availability and costs - water, sewer, natural gas, electricity, and telecom
- Transportation corridors - major highways, airport, rivers and port facilities, rail service, foreign trade zones and other regional connectivity
- Existing industry mix - products or services, employment, required raw materials, market growth potential (if available), and international ties; also determine any issues they encounter that adversely impact their ability to stay and grow in the Town
- Employment and establishments by sector - announced new businesses and closings
- Existing target business sectors - per the County and ally organizations
- Industrial support services - such as machine shops, motor repair, employment agencies, contract assemblers, workshops, engineering and architectural firms, industrial contractors
- Local government support - County and city taxes and incentives policies; zoning
- Environmental limitations - such as air quality, wetlands, geotechnical site development issues, rural and historic preservation land use goals
- Livability, recreational, and housing opportunities



Project Approach

Market & Cluster Analysis (continued)

Concurrently, our Project Team will interview key local stakeholders (industrial managers, corporate executives, entrepreneurs, and others) to hear their perspectives on local issues to gather subjective information about the community, including the historical view, leadership outlook, and vision for the future. We ask questions about local strengths and weaknesses, any local barriers to growth, and what they require to continue to be successful in the Town.

Because we highly support existing businesses, we want to include home-grown business owners and executives in our interviews. We ask the Town to assist with identifying and setting up interviews.

Once we understand local assets and shortcomings, we identify positive business trends and growth areas, as well as any business sectors within the Town's economic market area that are contracting or in need of increased support.

Using data and narrative information available, we use our combined years of experience to craft a cohesive Industry Cluster Analysis for the Town, as referenced in Section A.2. of the RFQ. We will provide appropriate target business sectors to the Town by three- digit NAICS and will include their general location requirements.

In the RFQ, the Town requests additional analysis and benchmarking of occupations and sub-clusters. We will work with Town staff to provide this data in a usable format.

We will provide Key Marketing Messages for recruiting each target, so that the Town provides information that is relevant to their site location considerations. These messages will be central to the Five-Year Growth Strategy and Implementation Plan we will provide the Town. This Plan will be in bulleted form and will include Key Messages, potential marketing activities (such as trade shows, publications, or web-based media) and local actions required (develop website content or new training program, other).





Project Approach

Commercial Growth Strategy

Retail Strategies will focus on identifying opportunities for growth inside the target sectors of retail, restaurant, hospitality and franchise. An initial analysis uncovered **\$217 million** in retail sales is leaking out of Harrisburg each year. This is a tremendous opportunity to recruit retail to the Town.

Retail Strategies will perform a commercial market analysis including:

- Mobile Data Collection - an industry-leading report which utilizes cell phone location data to identify the location of consumers that visit a defined shopping area
- Trade Area Identification - we identify consumer opportunity, demand, shopping patterns, and traffic counts to determine your trade area far beyond municipal boundaries
- Retail Leakage - examining the market supply and demand (leakage and surplus) to uncover the categories of retail and business being desired by the community
- Psychographic Analysis - tapestry lifestyle segmentation defines consumers by demographic characteristics, consumer preferences and expenditures, and cultural ideals
- Consumer Expenditures - drilling down into each retail segment to identify and understand your consumers spending patterns
- Business Recruitment Categories - after reviewing key demographic information, we uncover a list of uses, businesses, and opportunities to identify business categories for recruitment, entrepreneurship or local expansion
- Retailer Void Analysis - identifying businesses that have entered similar communities
- Peer Community Analysis - identification and comparison of similar communities to measure your retail base and identify opportunities from a categorical perspective
- Real Estate Assessment - view and inventory properties, sites and buildings to uncover underutilized real estate assets and identify sites and properties for short and long-term development, redevelopment, highest and best use, or vacancies to be backfilled



We combine your commercial market analysis, real estate assessment, and Town vision to identify your top retail, restaurant, hospitality and franchise prospects that are looking for communities like Harrisburg.



Project Approach

Commercial Growth Implementation – Retail Academy

The Town has asked for a “tool kit” that can be implemented in real time to achieve sustainable business and tax base growth and stability for the Town.

Retail Academy provides tools, education, and guidance to community leaders seeking economic and retail growth. By providing an understanding of the tools, vocabulary, retail landscape, and process for retail expansion and commercial development - the Town will be ready to promote your market to expanding businesses and developers.

Retail Academy training will:

- Show you how retailers and developers view your market
- Teach you how to use the research tools (data/analytics/strategy)
- Help you write emails to expanding businesses
- Give you a script for outbound phone calls
- Provide knowledge on the retail expansion process
- Share best practices for retail recruitment
- Keep you in the know on retail trends
- Go over the site selection process in full detail
- Explain the real estate development process
- Provide best practices for ICSC & Retail Live conferences
- Give you a library of resources and interviews with industry professionals and retailers

The Town will receive a Community Marketing Guide (4 pages) with aerial imagery, data, real estate information and demographic highlights to showcase the top facts for retail economic growth that can be printed and/or uploaded to your website.

* Retail Academy is a 12-month program that will extend past the delivery of the SEDP.



Retail Academy is a live training session hosted at Retail Strategies office in Birmingham by our real estate team that gives you the ability to ask direct questions, gain immediate feedback and provide for consultation. Online and virtual education are available over 12 months to supplement your training.



Project Approach

Local Economic Assessment

Programs, Policy, Practices & Procedures

A strategic review of zoning, codes, ordinances and regulations and analysis of areas that can be updated to contribute to business growth and identify policies that are hindering development.

Recommendations can be made on ways Harrisburg can incentivize or penalize uncooperative property owners, as well training can be provided to land and building owners.

If requested, we will also review existing large-scale “economic development product” (i.e., sites and buildings) currently available within the Town’s marketing area, to determine how existing sites and buildings match to target business sectors. We will inform the Town of our findings. If there is any product gap, we are available to assist the Town and/or others in identifying and developing additional product offerings as a new project.

Management and Organization Structure

We will assess your administration, operations and organizational structure to make recommendations for a strong foundation for sustainable growth and to ensure successful implementation of the Plan.

Entrepreneurship, Small Businesses, and Gig Economy Activity

Also analyzed will be ways the Town can work with local businesses to facilitate their success to provide jobs and quality of life options - a key factor in small business retention and expansion.

Opportunities for direct training with local store and restaurant owners is available as an additional service. Small Business Support training would include technical assistance, tutorials and consulting on omni-channel and online marketing, restaurant recovery strategies, and accelerator programs.





Project Approach

Economic Vitality and Economic Incentives

Our team will identify and assess the viability of financial tools such as Business Improvement Districts (BID), New Market Tax Credits, Tax Increment Financing (TIF), Historic Tax Credits, Development/Redevelopment Authorities, incentives for Public-Private Partnerships and other incentives to drive economic revenue. Our analysis may indicate the opportunity for new industrial or commercial corridors, with annexation of land in County into the Town.

Every economic development project is unique and stands on its own and should be evaluated individually. Being flexible in this arena helps market the Town and demonstrate it is open for business and development.

We will review Incentives the Town has offered to larger commercial or industrial projects in the past, to see how these local packages have been received and if there is need to change the Town's approach for future offerings

Existing Plan Review and Return on Investment / Funding Opportunities

Retail Strategies has identified that municipalities are not obtaining funding that is available to them, because they are not properly pursuing the funding means from the State and Federal government.

Our Director of Planning can extract the desired and actionable parts of Comprehensive Plans and Centralina's Comprehensive Economic Development Strategy (CEDS) that the Town already invested in and align them to make it possible to accurately track and show achievements which makes the Town competitive at receiving funding in the form of State and Federal grants.





Consultant Information

Retail Strategies and Greenfield will team together to provide the Town of Harrisburg an unmatched depth of experience, local knowledge and in-house resources.

Retail Strategies, LLC was formed in 2011 in Birmingham, Alabama as a sister company to Retail Specialists, Inc. Retail Specialists, formed in 2005, provides commercial real estate development services, leasing and brokerage, property management and tenant representation services.

Retail Strategies has offices in Alabama, Georgia, Mississippi and Texas and serves hundreds of municipal clients across 40 states. Retail Strategies/Retail Specialists is made of up 70 employees including 35 licensed real estate professionals. We are the only real estate firm to provide municipal consulting, retail recruitment, downtown revitalization/placemaking and business support services.

Mary Lilley started Greenfield Associates in 1998 after 17 years as the local economic development professional in Martin County, North Carolina. In 1999, Robin Spinks incorporated Greenfield Development after 10 years as Vice President of Development for Cogentrix Energy (Charlotte, NC), joining Mary in an informal partnership simply referred to as **Greenfield**.

With over 80 years of combined experience, Greenfield assists state, regional, and local organizations to recruit businesses by identifying business sector clusters, developing ED asset mapping and Key Messages for target sectors, producing targeted marketing strategies, and direct involvement in marketing to each cluster. Greenfield is recognized for site identification and development at the local level, helping small communities utilize their limited assets to develop suitable sites in their markets.

As site selectors, Greenfield works extensively with heavy infrastructure and energy-intensive initiatives. Our expertise includes site specific energy analysis, supply chain asset identification & mapping, workforce development activities, incentive negotiations, and other unique project-by-project niche skills required. Greenfield also assists in marketing / redeveloping brownfield sites.

Greenfield is part strategy, art, and science - a balance between rigorous data analysis and our understanding of the subjective nature of the client decision process. Greenfield Associates is a North Carolina HUB-Certified Woman Owned Business. Greenfield Development is an NCDOT Certified Woman Owned Business.

Retail Strategies, LLC
2200 Magnolia Avenue Suite 100
Birmingham, AL 35205
(205) 313-3676
lbacchus@retailstrategies.com

Greenfield
213 Seacrest Drive
Wrightsville Beach, NC 28480
(252) 910-9745
mlilley@greenfield.biz



Qualifications and Experience

Over the last 20+ years, Greenfield has completed numerous Strategic Economic Development Plans for communities similar to Harrisburg. To maximize our resources and focus on our clients, we usually commit to complete one at a time to be singularly focused on each individual study.

Planning Comprehensive Plan Re-Write Lancaster County, SC (2021 – Present)

Greenfield partnered with Benchmark Planning and others to update and align the County's different existing planning documents, with Greenfield responsible for the Economic Development portion. This process involved research into the existing businesses, including agriculture, a review of the ED site and buildings available to potential clients, analysis of existing and potential business clusters, and recommendations/preparations for recruitment activities and new ED product development.

Review and Update of 2014 Garner Economic Development Plan New Hanover County, NC (2021 – 2022)

Greenfield completed extensive research into New Hanover County's diverse and diverging economic landscape, identified existing and potential business sector targets, and crafted recommendations for the County to implement in ED product development, preparation and recruitment moving forward. The full report, Economic Mobility 2022, has been adopted by the County and is in the implementation phase at this time.

Brunswick County Business and Industrial Development (BID) Economic Development Plan Brunswick County, NC (2019 – 2020)

Greenfield completed extensive research and analysis of both the County's economic situation and economic development structure – including ED product availability, marketing activities, relationships with ED allies and other factors. We completed a report that included their positive/challenging ED location factors, target sectors and marketing strategies, ED product development recommendations and suggestions for overall structure and program design.





Qualifications and Experience

Downtown Strategies

Albemarle, North Carolina (2021 - present)

Retail Strategies assembled a five-year strategic plan based on extensive market research, public and stakeholder input, and on-the-ground analysis that largely focused on revamping city policy and backfilling vacancies downtown.

We identified economic development and policy strategies such as:

- Incorporating form-based code and parking lot landscaping ordinance in the downtown area
- Establishing a Downtown Development Committee with subcommittees tasked with Real Estate & Redevelopment and Business Development & Entrepreneurship
- Utilizing American Rescue Plan funds for a lease assistance program for prospective tenants
- Installing wayfinding signage
- Property and business owner training on local incentive programs
- Creating a food truck ordinance and venue in the heart of downtown

Utilizing its specialty and differentiating factor of extensive expertise in real estate, Retail Strategies also incorporated a real estate analysis and identified:

- Properties best suited for a quick 90-day infill, higher and better uses, and catalyst projects that would help to jumpstart development
- Ways the City can incentive or penalize owners of vacant storefronts
- Recommendations to encourage development of entrepreneur-ready shell space on ground floor of vacant buildings
- Vanilla-shell opportunities for quick, tenantable spaces
- Short-term, creative strategies for backfilling vacancies such as short-term leases, micro-retail opportunities, and pop-ups were incorporated for economic success

Our partnership with the City of Albemarle began in November 2021. The five-year strategic plan was delivered in February 2022 and we received glowing feedback from the City. The City's team is in the beginning stages of implementing numerous strategies we recommended.





References

Retail Strategies

Albemarle Downtown Development Corp.

Joy Almond, Director
144 N. Second Street
Albemarle, NC 28001
(704) 984-9420
jjalmond@albemarlenc.gov

ElectriCities of North Carolina, Inc.

Jennings Gray, Lead Economic Developer
11316 Sam Furr Road
Huntersville, NC 28078
(336) 905-9293
jgray@electricities.org

Greenfield

New Hanover County, NC

Jennifer Rigby, Chief Strategy Officer
230 Government Center Drive, Suite 195
Wilmington, NC 28403
(901) 798-7237
jrigby@nhcgov.com

Brunswick Business & Industry Development

William S. (Bill) Early, Executive Director
1175 Turlington Ave., Suite 202
Leland, NC 28451
(910) 408-1603
bill.early@brunswickbid.com





Qualification and Experience of Key Staff



Robert Jolly, CCIM
CEO, Retail Strategies

Robert Jolly oversees the development, management, and human capital aspects of the company and founded Retail Strategies in 2011.

Robert has been involved with numerous retail developments and has assisted some of the most well-known tenants in the United States with their expansion into new Southeast markets. Throughout his career, Robert has been the recipient of numerous accolades including 2020 “CEO of the Year” award from the Birmingham Business Journal (BBJ). He has been named Who’s Who of Commercial Real Estate by the BBJ several years, Top 40 Under 40 in 2004, Top Small Business CEO in 2012, and the Birmingham Association of Realtors’ Commercial “Rookie of the Year” in 1998.

Robert graduated from the University of Alabama, with a bachelor’s degree in marketing and English. He is a member of ICSC, a Life Member of the Birmingham Association of Realtors’ “Million Dollar Sales Club” and has his Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute.



Mead Silsbee, CCIM
CFO, Retail Strategies

Mead Silsbee co-founded Retail Strategies in 2011 and brings over 15 years of real estate experience to the company. Most recently Mead worked on the retail team at Eason, Graham, and Sandner, Inc. in Birmingham, Alabama. Over the course of his career Mead has leased, managed, and developed millions of square feet of retail space.

Mead graduated from the Randolph-Macon College in Ashland, Virginia where he earned a bachelor’s degree in history and economics.

In 2008, he earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute and is a member of the International Council of Shopping Centers (ICSC).

IN THE NEWS

CEO of the Year

Robert Jolly, CEO at Retail Strategies, was named the CEO of the Year in 2020 by the Birmingham Business Journal, as well as named to the “Who’s Who in Commercial Real Estate.”



Qualification and Experience of Key Staff



Lacy Beasley
President, Retail Strategies

Lacy serves as President of Retail Strategies and has been involved in retail, real estate and economic development since 2005. Her experience with The Shopping Center Group and the Dickson County Chamber of Commerce prior to joining Retail Strategies provides her with the insight to understand the connections needed from the public and private side.

A graduate of Lipscomb University, she earned her double major in Marketing and Management. Beasley serves on the Board of Trustees for ICSC, the largest membership-based retail commercial real estate industry organization, as well the Management Committee of ULI Alabama.

The *Birmingham Business Journal* has named Lacy to the “Top 40 under 40”, “Top 100 Influencers in Commercial Real Estate,” Birmingham’s “Eight Emerging Influencers”, “Top 40 under 40 for the Decade”, “Who’s Who of Commercial Real Estate” and “Women to Watch”.



Matt Jaeger, ACoM
North Carolina Portfolio
Director, Retail Strategies

Matt serves client communities in North Carolinas by aiding with commercial development and recruitment. With 10 years of real estate experience before joining Retail Strategies, Matt worked as director of operations at Premiere Property Management and as a property manager for Shannon Waltchack, where he managed properties ranging from traditional retail to adaptive reuse and mixed-use properties. Throughout his career, he has also been successful in asset management, development, and leasing of commercial real estate.

Matt obtained a Bachelor’s in Commerce and Business Administration with a major in Finance from the University of Alabama.

He is an Accredited Commercial Manager (ACoM) from the Institute of Real Estate Management, has his real estate license and serves on the board of IREM Alabama chapter.

IN THE NEWS

ICSC Names Lacy Beasley to Board of Trustees

Lacy Beasley, President of Retail Strategies, was appointed to **ICSC’s Board of Trustees** for an initial three-year term. She was one of 16 new trustees added to the board, and one of only two members representing the **public sector**.

The board provides input in helping **ICSC** achieve its goal of serving its more than 70,000 members globally by proactively advocating and communicating the critical social, civic, and economic role played by the retail real estate industry across the world.

Lacy has cemented herself as a go-to source in the commercial real estate world, developing a niche working with municipalities on their retail development strategies.



Qualification and Experience of Key Staff



Jenn Gregory
President, Downtown
Strategies

Jenn Gregory is President of Downtown Strategies at Retail Strategies and advises communities on market analysis, tourism and economic vitality, and has a 16-year career in community development and downtown revitalization.

Jenn served as Vice President of Tourism, COO, and then CEO of the Greater Starkville Development Partnership which consists of the Starkville Chamber of Commerce, Starkville Visitors & Convention Council, Oktibbeha County Economic Development Authority, and Starkville Main Street.

She has worked for a federal legislative branch agency in Washington, D.C. that promotes public service leadership in America. Jenn was named a “Top 50 under 40” by Mississippi Business Journal, serves on the board of Mississippi 30 Day Fund, an organization supporting small businesses, and received a Bachelor’s in Marketing from Mississippi State University.



Jeremy Murdock
Community Development
Specialist, Retail Strategies

Jeremy Murdock has over 15 years of experience in community development, downtown revitalization, design, urban planning, tourism and landscape architecture.

Jeremy is Vice-President of the Starkville Main Street Association and a member of the Design Committee and the Starkville Central Neighborhood Foundation. He has served as Chairman of the Starkville Planning and Zoning Commission and the Starkville Convention and Visitors Bureau board.

Jeremy obtained a Bachelor’s and Master’s degree in Landscape Architecture from Mississippi State University.

“Jenn believes in the crucial nature of a vibrant community and worked tirelessly and effectively to help us revitalize, rebrand, and rejuvenate Downtown Starkville.

Her efforts have yielded an incredible return as our Main Street is currently booming with retailers, restaurants, condos, events, public art, and the realization of a unique and special place in our community.”

Lynn Spruill, Mayor
Starkville, Mississippi



Qualification and Experience of Key Staff



Elliott Cook
Director of Real Estate, Retail
Strategies

Elliott Cook has 10 years of experience in commercial real estate, community development and government relations.

Elliott specializes in retail real estate and focuses on helping communities recognize their real estate assets and the identification of companies to fill the product and service gaps within each city's trade area. He teaches clients how to identify and promote sites and facilitates discussions with brokers, developers and owners.

Prior to Retail Strategies, he worked as a Property Manager for Retail Specialists (our sister company), worked in property management for Vornado Realty Trust and served as an aide to U.S. Representative Spencer Bachus on Capitol Hill in Washington, D.C.

Elliott received a Bachelor's in History from Auburn University and serves on the Management Committee of Urban Land Institute (ULI) Alabama.



Andrew Russell, AICP
Director of Planning, Retail
Strategies

Andrew Russell is city planner with extensive experience in municipal planning, zoning, land development, permitting, code writing, code enforcement, sustainability, and community engagement. He is passionate about helping communities leveraging resources to move from vision to reality through implementation.

Prior to Retail Strategies, Andrew served as Deputy Director of Planning and Development at the City of Chamblee, Georgia.

Andrew graduated from University of Alabama at Birmingham (UAB) with a Master's degree in Public Administration and a Bachelor's degree in Political Science and holds a Graduate Certificate from University of Central Florida in Urban and Regional Planning. He serves on the Membership Committee of Urban Land Institute (ULI) Alabama.

Retail Strategies sanctioned by USDA as a national technical assistance provider



On May 31, 2022, USDA unveiled a free digital toolkit to help leaders build placemaking plans in small towns and communities across America.

As part of that toolkit, USDA has identified sanctioned technical assistance providers as national or regional partners to assist communities in building strategic plans, of which Retail Strategies/Downtown Strategies is included.



Qualification and Experience of Key Staff



Madeline Farr
Director of Retail Academy,
Retail Strategies

As Director of Retail Academy, Madeline oversees the award-winning Retail Academy program that educates and empowers community leaders on commercial development.

Madeline performs market research and analysis on each client and creates retail recruitment strategies, site submittal packages, GIS reports and aerial maps.

Madeline graduated from Auburn University with a Bachelor of Arts degree in Public Relations and a minor in Business. She is a licensed Real Estate Professional and a member of the International Council of Shopping Centers (ICSC).



Chander O'Neal
Research Associate, Retail
Strategies

Chandler O'Neal manages research projects and provides support to team members in internal partner consultations, project coordination, and execution, as well as database buildout.

He performs industry searches and analyses to create demographic overviews and analyze localities and is also skilled in machine learning, SQL, data visualization, and data mining.

Chandler graduated from Birmingham-Southern College with a Bachelor's in Applied Computer Science and a minor in Data Science.

IN THE NEWS

Emerging Leaders in Real Estate

Madeline Farr, Director of Retail Academy at Retail Strategies, was named to the Birmingham Business Journal's NextGen: Real Estate awards. This list honors emerging leaders in real estate who are primed to shape the industry for years to come.



Qualification and Experience of Key Staff



Mary P. Lilley
Partner, Greenfield

Mary Lilley started Greenfield in 1998 after 17 years of economic development experience at the local and regional level in North Carolina.

Her expertise at the local level and regional level and in coordinating federal/state/local assistance for major projects are essential to offering clients a complete approach to economic development projects including client and project management, strategic planning, leadership development, and existing industry program development.

Mary has worked in a County Department, directly for County Commissioners, within a Chamber of Commerce, and in a non-profit corporation. She has also been a Board Member of a regional organization. These varied experiences give her unique insight into the demands on local economic development programs and staff - making her extremely successful at project negotiations at the local level.

A graduate of Duke University, Mary has served as a Guest Lecturer at the North Carolina EDI leading the module on Business and Industry Retention.



Robin Hiott Spinks
Partner, Greenfield

Robin Hiott Spinks has spent equal time on all three sides of the economic development business - as a community recruiter selling industrial locations, as an owner buying industrial properties, and as a site selection consultant comparing communities for industrial locations.

Because of her background in site selection, Robin has worked on projects in over 35 states, giving her a very broad knowledge of the economies of many different communities, and their strengths and weaknesses.

Robin was formerly on the Board of Directors of the North Carolina Economic Developers Association. She holds a degree in Urban Studies from Furman University.

IN THE NEWS

Wilmington Business Journal Names Robin Spinks to WilmingtonBiz100

The WilmingtonBiz 100 is an annual Wilmington Business Journal initiative to recognize the top 100 Power Players, Influencers, Innovators, Connectors and Rising Stars impacting Southeastern North Carolina's business landscape.

In 2022, Robin Spinks of Greenfield was named a Top Influencer – a changemaker behind the scenes.



HARRISBURG, NC

Strategic Economic Development Plan



Table of Contents

Cover Letter

Company Profile

Project Approach

Project Schedule

Qualifications of Experience

Team Qualifications

Project Cost Estimate





April 8, 2023

Mr. Brian Lee, CPA, CLGFO Finance Director
Town of Harrisburg
4100 Main St. PO Box 100
Harrisburg, NC 2807

Re: Strategic Economic Development Plan (SEDP)

Dear Mr. Lee:

On behalf of Rose & Associates Southeast, Inc. (Rose), we are pleased to present you this proposal to provide a Strategic Economic Development Plan (SEDP) and create an Implementation Work Plan. At the request of the Town of Harrisburg, our firm created the 2015 Market Analysis and Economic Development Implementation Plan to fill in the gaps of the 2013 Economic Development Strategic Plan. Our work will assist in continuing that momentum to benchmark and identify the competitive advantage of Harrisburg as a premier business location within the greater Charlotte region, while updating the current vision and goals of the community.

The purpose of this proposal is to provide professional services for completion of a Strategic Economic Development Plan (SEDP) as outlined in the March 10, 2023 Request for Qualifications (RFQ) issued by the Planning Department.

The attached proposal details the tasks that we will undertake to complete the scope of services as contemplated and shall serve as a **Consulting Services Agreement**. Thank you for the opportunity to further assist the Town in this endeavor. Should you have any questions, please feel free to call me at (704) 896-0094. We look forward to a mutually beneficial relationship.

Sincerely,

Kathleen Rose, CCIM, CRE
President

COMPANY PROFILE

Primary Contact:

Kathleen Rose, CCIM, CRE

krose@roseassociates.com

Rose & Associates Southeast, Inc.

PO Box 910
630 Gateway Dr. Suite 160
Davidson, NC 28036
704.896.0094

www.roseassociates.com

Established CT: July 1992

Established NC: Jan. 2000



Rose & Associates Southeast, Inc. Statement of Qualifications & Resources

Rose & Associates Southeast, Inc. is a boutique firm of uniquely qualified specialists providing real estate and economic development advisory services for private, public and institutional clients. As a leading expert in analyzing real estate market, land use and economic conditions, the firm includes a consortium of professionals with expertise in real estate, socio-economics, economic development, experiential place-making, tourism and small business/entrepreneurship.

At Rose & Associates it is our craft to bring land planning, applied market research and development strategies into alignment with the goals and needs of our clients to achieve real and measurable results. We foster economic sustainability through our 30+ years of experience, tested strategies and applied research for over 400 private, public and institutional projects, predominately throughout the Carolinas.

At present, the Rose & Associates Southeast Inc. team includes five consulting professionals, two licensed brokers, accounting and marketing/administration.

The firm meets the qualifications of Small/Women-Owned Business as outlined by State & Federal guidelines:

- Certificated by the State of North Carolina as a WBE and a HUB enterprise.
- Certified by the NC Department of Transportation (NCDOT) as an SBE and SPSF entity.

NC APA Team Project Awards:

- 2004 Special Theme Award for Smart Growth: for "Center of the Region Enterprise (CORE) Smart Growth Strategic Plan", Raleigh, NC
- 2005 Marvin Collins Outstanding Planning Award: Special Theme: Small Community. Renaissance Plan for the "Heart of Wake Forest Comprehensive Plan."
- 2006 Marvin Collins Outstanding Planning Award: Special Theme: Smart Growth for the "Huntersville Downtown Master Plan".
- NC Chapter of the APA Brian Benson Award for Comprehensive Plan (Small Community), for planning and urban design master plan, policy and codes for Leland, NC.

PROJECT APPROACH

PHASE 1 ~ WHERE ARE WE?

Task 1.1 Review Prior/Existing Plans

ROSE will review the following Plans:

- 2013 Economic Development Strategic Plan
- 2015 Market Analysis & Economic Development Implementation Plan
- 2018 Harrisburg Area Land Use Plan (HALUP)
- Highway 49 Corridor Plan
- 2021 Cabarrus EDC Strategic Action Plan

The intent of the SEDP is to update the data from the prior work and build off of current trends and the foundation of prior plans to include tasks, projects, policies, programs and initiatives as well as new and/or expanded initiatives or tasks.

Task 1.2 SWOT Analysis

ROSE will finalize our understanding of the Project goals and objectives with the Town, and review timeline, stakeholders and sources appropriate for the assignment. Together we will establish a stakeholder group to include Town elected officials and staff, in order to conduct interviews to complete a SWOT Analysis to determine the Town's strengths, weaknesses, opportunities and threats (SWOT) and determine its competitive advantages and disadvantages within the state (towns of similar size) and region with regard to economic development goals. This will include input from appropriate Town departments, such as planning, communications, parks & recreation, and finance departments to identify any potential new/expanded programs or initiatives. This coordination, however, shall exclude land use, environmental and/or transportation planning or fiscal impact studies as may be required under separate agreement and/or with other third-party Consultants.

Task 1.3 Assess Existing Conditions and Trends

ROSE will conduct research as needed to update economic and demographic data, and provide background data for the Implementation Plan. This will include providing information on trends in workforce development, economic development (to include tourism) and product development (e.g. office and/or industrial development). This will inform baseline performance measures, data reports, and information as may be needed in obtaining grants or other funding or technical assistance from regional, state and federal agencies.

As outlined in the RFQ this phase will include:

- a. Demographic Analysis – The report will contain a detailed demographic profile of the Town. The demographic profile shall consider such factors as population, household income, wealth and credit levels, the impact of poverty, education levels, property values and trends in property ownership, skills gaps, joblessness, underemployment, and race, among others for up to the past ten years (from 2010 to 2020 census) to identify trends within the community.
- b. Economic Base Analysis - This analysis includes both industry clusters (base industries based on two- and three-digit NAICS codes) to determine the economic base utilizing location quotients which compare local industries to the national average. This determines which industries contribute the most direct and indirect (revenue) benefit to the Town.
- c. Employment Analysis – Unlike economic base, the employment analysis determines various tiers sizes based on the number of employees, and which companies or industries create the most jobs and employment opportunities.
- d. Economic Development Ecosystem (Internal & External) – We will review the structure and operations of both Cabarrus County and the Town to determine departmental structure, policies, programs, incentives and initiatives and identify any gaps or opportunities to align with regional, state and federal resources.

Outcome: to provide in-depth analysis of the Town's economy, focusing on the identification of key strengths, opportunities, weaknesses, and threats associated with the Town's current economic advantages and long-term sustainability.

PHASE 2 ~ WHERE DO WE WANT TO GO?

Task 2.1 Best Practices and Recommendations

Together with the Client's establishment of key stakeholders and a work group, will assist in developing and coordinating a half-day Harrisburg Economic Development Summit which will serve to:

- Review findings of Phase I work (Where Are We?);
- Provide information related to best-practices/industry standards of understanding economic development, benchmark comparisons and recommendations to specifically include:
 - a. Identify key best practices in Economic Development as determined by the Town's SWOT analysis.
 - b. Identify attraction, and business retention and expansion strategies through direct involvement and partnerships (namely, the Cabarrus EDC).
 - c. Identify key resident/talent attraction strategies for growing the Town's population.
 - d. Identify tourism assets and strategies for the Town to pursue based on proximity to a growing Charlotte metro-area.
 - e. Provide recommendations for maximizing the Town's entrepreneurial & small business ecosystem including strategies for recruiting early-stage companies and entrepreneurs.

- f. Identify local incentive programs that will help attract new job growth and/or retain existing job growth in targeted industries.
- g. Identify strategies for guiding Harrisburg Town Center to its maximum potential, whether that be primarily as a Central Business District, mixed-use residential/ commercial/retail district, or some combination of these or other possibilities.
- h. Identify best practices for ensuring that growth and development is equitable to attain the maximum reach of the economic benefits that are expected as a result of the successful execution of the plan.

Task 2.2 Establish an Economic Development Incentive Policy

The Town has the desire to provide economic development incentive assistance for companies seeking to locate in the Town or expand their current business operations, which would result in a significant increase in the number of jobs and local tax revenue. An economic development incentive policy will be developed to encourage both the recruitment and expansion of employment and tax generating development within Harrisburg, in areas identified as having high growth potential. The economic development incentive policy will include: eligible project types, qualifying standards, and funding participation.

Economic development assistance shall be offered through a development agreement as authorized by Article 10 of Chapter 160D of the North Carolina General Statutes and N.C. Gen. Stat. § 158-7.1 et seq. and may include lump sum payments and/or ad valorem property tax refunds.

PHASE 3 ~ HOW DO WE GET THERE?

Task 3.1 Implementation Plan

With information gathered during Phase 1 and 2, ROSE shall develop an action-oriented Implementation Plan to include strategies and tasks, as well as any new policies or initiatives. These include a timeline and prioritization of tasks, as well as resources, staff and budget impacts of each item within the Plan. The Plan shall include project-oriented items for product development, attraction, business retention/expansion (BRE), small business/entrepreneurship (SBE) and tourism.

Task 3.2 Client Debriefing

We will conduct a debriefing with the Client to present Draft Plan and facilitate discussion with local and state elected officials, citizens and stakeholders, and refine the Plan goals, strategies, and tasks.

Task 3.6 Final Plan Document

From feedback of Draft Plan and Debriefing, we will finalize a Plan Document, to include all Phase 1 and 2 work and data collected.

PUBLIC ENGAGEMENT AND STAKEHOLDER INPUT

The Consultant will develop and oversee a comprehensive public engagement plan with input from the following stakeholders within and outside the Town of Harrisburg: Business owners, CEOs, community leaders, foundations and philanthropic leaders, site selection consultants, developers, and venture capitalists. The exact form of public engagement will be determined by ROSE in close consultation with the Town.

OPTIONAL WORK: On call Technical and Economic Development Assistance

Upon completion of Scope of Work as contemplated, Client in its discretion may engage ROSE with on-call work as mutually agreed:

Task 4.1 Technical Assistance with the ongoing management of the policies, programs and initiatives set forth in the Plan or such other work as mutually agreed.

Task 4.2 Negotiations with Prospects/Developers

ROSE will attend meetings and assist with negotiations as needed regarding incentives, project development agreements, public-private partnership agreements and other financing tools. ROSE will assist with public-private partnerships, Tax Increment Financing (TIF) and other financing incentives as mutually agreed upon between the County and the prospect/developer. This includes coordination with County administration, legal, finance and planning departments.

Staffing & Location

Kathleen Rose, President of Rose & Associates Southeast, Inc. will serve as overall Project Manager. Work shall be performed and/or completed both on site – at the Town Hall – and off-site, at the ROSE office location.

PROJECT SCHEDULE

The intent of the SEDP is to update the data from the prior work and build off of current trends and the foundation of prior plans to include tasks, projects, policies, programs and initiatives as well as new and/or expanded initiatives or tasks. Due to public engagement and summer vacation schedules every effort will be made to complete the project by end of September, these factors are outside of our control.

Phase	Timeline
1. Where Are We?	Visit #1 ~ One Day Onsite Visit <i>Timeframe ~ 60 days from authorization to proceed.</i>
2 . Where Do We Want to Go?	Visit #2 ~ Public Economic Development Summit <i>Timeframe ~ 60 days from completion of Phase 1.</i>
3 . How Do We Get There?	Visit #3 ~ Final Presentation <i>Timeframe ~ 60 days from completion of Phase 2.</i>

	JUNE - JULY 2023	AUG - SEPT 2023	OCT - NOV 2023
PHASE 1 ~ WHERE ARE WE?			
PHASE 2 ~ WHERE DO WE GO?			
PHASE 3 ~ HOW DO WE GET THERE?			

QUALIFICATIONS OF EXPERIENCE

Qualifications may be found on our website: www.roseassociates.com or www.linkedin.com/in/roseassociates.

In addition to the 2015 Market Analysis & Economic Development Implementation completed for the town of Harrisburg, enclosed are the following relevant projects:

Fletcher, NC Economic Development Strategic Plan

Harnett County Economic Development Strategic Plan

Wingate, NC Economic Development Strategic Plan



WINGATE, NC

ECONOMIC DEVELOPMENT STRATEGIC PLAN

Project : Downtown Market Analysis & Strategic Development Plan (2014),
Economic Development Strategic Plan (2016)

Challenge

Develop alternatives and concepts for Main Street development, adjacent to Wingate University, after prior plans and studies along Highway 74 failed to yield any public or private investment.

Following Rose's work, the town funded a municipal project which was the catalyst to private investment for Main Street revitalization and development. And assisted in NC funding for an Economic Development Strategic Plan.

Result

Rose & Associates was retained to complete an Economic Development Strategic Plan to include the new bypass in-interchange. The firm was retained for implementation and to assist with public/private projects in partnership with Wingate University.

The Plan can be found at: <https://www.townofwingatenc.gov/DocumentCenter/View/110/Economic-Development-Strategic-Plan-PDF>





FLETCHER, NC

ECONOMIC DEVELOPMENT STRATEGIC PLAN

Project : Market Analysis and Economic Development Strategy (2019)

Challenge

Rose was retained by the Town of Fletcher to complete a Real Estate Market Analysis to inform land uses in conjunction with the preparation of an Economic Development Strategic Plan ("EDSP"). The EDSP provided guidance regarding site acquisition/disposition and specific initiatives as it relates to creative, experiential place-making and Economic Development. The key strategic areas of focus include: the town center (also known as "the Heart of Fletcher"), the Meritor Park site, the Fanning Bridge gateway and industrial park areas.

Result

The plan was adopted by the Town in 2020 and after acquiring town center parcels, Rose Associates assisted in the implementation including drafting an RFP to attract developers. A substantial portion of the project is now under contract and development.





HARNETT COUNTY, NC

ECONOMIC DEVELOPMENT STRATEGIC PLAN

Project : Market Analysis and Economic Development Strategy (2021)

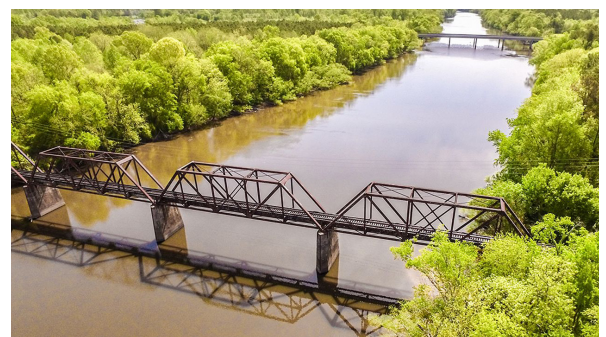
Challenge

To create a long range model for economic development and attracting investment to the region, which includes six municipalities and lies between Raleigh and Fort Bragg/Fayetteville. Assets include the Cape Fear River and Campbell University.



Result

Facilitated an Economic Development Summit and provided a comprehensive detailed action plan for Economic Development, including organizational structure. The Plan was adopted in 2021 and is currently being implemented, including the hiring of a new executive director.



Public Engagement



Strong Roots Smart Growth Summit

An economic development symposium for Harnett County Business & Industry Leaders and Organizations

JUNE 8, 2021

9:00 AM - 12:00 PM

Harnett County Resource Center and Library

455 McKinney Parkway, Lillington, NC 27546

8:45 am: Registration

9:00 am: Welcome – Brooks Matthews

9:15 am: Introduction – Kathleen Rose

9:30 am: Guest Speaker – Peter Frandano

9:50 am: Guest Speaker – Garrett Wyckoff

10:15 am: Break/Visual Gallery

10:30 am: Vision Harnett

11:30 am: Why Harnett?

12:00 pm: Adjourn

If you have not done so already, please RSVP by June 3 to Rebecca Parker at 910-893-7524 or rparker@harnett.org.

FEATURED SPEAKERS



Brooks Matthews

Harnett County Board of Commissioners Chairman



Peter Frandano

Author, Endurance Real Estate- Running from Peak to Peak



Garrett Wyckoff

Director of Business Recruitment, Economic Development Partnership of North Carolina



Kathleen Rose

President/CEO, Rose & Associates Southeast, Inc.



TEAM QUALIFICATIONS



KATHLEEN ROSE, CCIM, CRE PRESIDENT/CEO

PROFILE

YEARS OF EXPERIENCE:
30+

EDUCATION:
University of Vermont
Nursing 1981;

University of Hartford
Appraisal/Real Estate 1985

LICENSES:
NC Broker #185643

Prior:
CT Broker (1987-2001)
CT Certified General Commercial Appraiser (1994-1999)

CERTIFICATIONS/DESIGNATIONS:
CCIM (Certified Commercial Investment Member) - 1989
CRE (Counselor of Real Estate) - 2011

Ms. Rose is President and Chief Executive Officer of Rose & Associates Southeast, Inc. Ms. Rose combined decades of experience as a development expert and real estate analyst to build a unique consulting practice which assists public, private and institutional clients in market feasibility, project positioning, site selection and economic development. Ms. Rose has managed the analysis, planning, development and positioning of over 400 real estate and economic development projects throughout the eastern United States.

She holds the Certified Commercial Investment Member (CCIM) designation of the Commercial Investment Real Estate Institute of the National Association of Realtors. After receiving the designation in 1989, she went on to serve on the Institute's Faculty and as Chair of regional and national executive committees. She also holds the coveted designation of Counselor of Real Estate (CRE) of the National Association of Realtors and served as Chair Consulting Corps and Top Ten Issues.

Ms. Rose is also a member of the Urban Land Institute (ULI) and has served on Advisory Services Panels for ULI, including the Daniel Rose Center for Public Policy, published in a wide variety of institute project documents. She is also member of the International Economic Development Council (IEDC), which confers the CeCD Designation (Certified Economic Developer) and has completed all certification courses. Ms. Rose is a quoted expert and has authored several articles for a wide variety of industry trade publications and presented at meetings and conferences, covering topics including retail, development, urban planning, economic development and related subjects. Her work in real estate, community and economic development has resulted in being recognized by Business Today as a top business woman in the Lake Norman region in 2010 and The Charlotte Business Journal as among the top 25 businesswomen in 2011. She was also awarded 2020 "WLI Champions in Real Estate" of the ULI Charlotte District Council.

To provide case studies for the firm's work, Ms. Rose is also a partner in private development projects, and the creation of a local incubator to serve as a public-private partnership model for entrepreneurial development, which received the North Carolina Centralina Council of Government Award in 2014 for "Growing the Economy".

TEAM QUALIFICATIONS



PROFILE

YEARS OF EXPERIENCE:
8

EDUCATION:
University of North Carolina
B.S. Economics 2017

LICENSES:
NC Broker #309688

CERTIFICATIONS/DESIGNATIONS:
Solidworks
CCIM Candidate
Member: NC CCIM Chapter
ULI – Young Leaders Group
Charlotte Regional Board of Realtors

DANIEL BELLOT ECONOMICS/MARKET ANALYST

Daniel Bellot is a graduate of the University of North Carolina (Charlotte) with a B.S. in Economics. Having broad experience economic data analytics, and in commercial and residential property management for property management firms represented in several markets throughout the southeast, Daniel brings market research, analytics, and asset management skills to the team.

Daniel's role at Rose and Associates includes market-based analytics, land economics, and real estate strategy. His skills include GIS based analytics, research and creative solutions for clients by combining data and visual graphics. In addition, he heads the firm's growing commercial brokerage division.

Daniel is a licensed Broker in NC. He served as a board member (at large) for the North Carolina Downtown Development Association (NCDDA) and is currently an associate member of the Charlotte Regional Commercial Board of Realtors, and the Young Leaders group of the Urban Land Institute (Charlotte District Council), as well as other regional professional organizations.

TEAM QUALIFICATIONS



JAN BLACK, CDMP

EXPERIENTIAL TOURISM, MARKETING, BRANDING & PLACEMAKING SPECIALIST

PROFILE

YEARS OF EXPERIENCE:
25+

EDUCATION:
Pennsylvania State University
MS Marketing & Tourism

CERTIFICATIONS:
Certified Digital Marketing Professional and Professional Certified Marketer (PCM®) in Digital Marketing with Dual Certification from DMI (Digital Marketing Institute) and AMA (The American Marketing Association.)

MEMBER:
NC Main Street/Rural Center
NC Tourism Association
NC Farm Association

Jan Black joined Rose & Associates with a focus on Marketing & Tourism. She has worked in Experiential Tourism for over 25 years, seamlessly encouraging business and personal travelers to participate in memorable activities, interacting with locals to immerse themselves into the region's heritage, nature, culture and character. She specializes in evaluating tourism, agritourism, aviation, recreational, cultural, and social assets to develop a coordinated, uniquely creative branding for a destination. Well-balanced strategic marketing plans are developed, often combining resources in a mutually beneficial partnership of community, business and local talent to leverage these assets into economic growth opportunities.

Jan tours public gathering spaces, acknowledging the importance of the quality of life for locals and visitors. Recommended upgrades often increase functionality to host additional activities for a wider variety of groups, which evokes increased emotional connectivity to the community.

Jan customizes the destinations' narrative to engage a vast array of multi-generational travelers. She is versed in using technology for travel planning, utilizing enticing experiential photos and videos with intriguing stories. Communities are encouraged to create special "Instagram" areas for people to take pictures, to remember their visit and share with family and friends.

She was engaged in top NC cultural tourist attractions including the Carolinas Aviation Museum and Levine Museum of the New South. Jan has collaborated with projects utilizing NC Commerce Small Town Main Street & NC Rural Center STEP programs & processes to embrace Small town values, historic character, scenic beauty and creative placemaking initiatives as an integral part the development & growth process.

Jan has earned dual Masters Degrees in Marketing & Tourism from Penn State University. Her thesis "Leisure Behavior of Couples in the Transitional Stage of the Family Life Cycle", researched couples aged 45-60 and analyzed their travel decisions and favorite destinations. The study was purchased by the NC Division of Tourism for leisure providers to utilize information for one of the largest groups of tourism consumers. Jan is also a Certified Digital Marketing Professional and Professional Certified Marketer (PCM®) in Digital Marketing with Dual Certification from DMI (Digital Marketing Institute) and AMA (The American Marketing Association).

PROJECT COST ESTIMATE

Project Budget

Professional Fee – We propose a professional fee to include:

Phase 1 - \$16,000

Phase 2 - \$16,000

Phase 3 - \$ 8,000

The total fee of \$40,000.00 will complete the Scope of Services outlined herein, to be completed on/about November 30, 2023.

Optional/Additional Work - Subject to Client's approval, any additional scope outlined such as additional time or tasks, including but not limited to, on call work will be conducted on a time and materials basis as detailed by ROSE's fee schedule attached.

Expenses - ROSE anticipates that this engagement will require regular travel for performance of services and to attend meetings. Expenses include reasonable travel expenses, report reproduction costs, express delivery charges, research data and other customary expenses related to the completion of our work. Reimbursable expenses associated with travel, include but are not limited to airfare, hotel, car rental will be billed at our cost; however, such reimbursable expenses shall be limited to One Thousand Two Hundred Dollars (\$1,200.00).

Additional Costs/Fees - The costs of additional time or other work, demographic reports, meetings or other services outside the scope of work described above will be accommodated on a time-and expense basis upon the client's approval, subject to ROSE's standard hourly rates and fees, as outlined in the attached Fee Schedule.

To initiate this work, ROSE respectfully requests two original signed copies of this Agreement, together with a retainer in the amount of \$5,000.00 providing authorization to proceed with the Scope of Work as outlined herein.

It is agreed by the CLIENT that ROSE's deliverables are not to be used in conjunction with any public or private offering without our prior written consent and such consent will not be unreasonably withheld. Any subsequent review and revisions related to providing such consent will be provided on a time and materials basis subject to ROSE's standard hourly billing rates.

All Costs and Fees for services shall be billed monthly, and payment is due upon receipt. Any invoices not paid within 30 days shall be subject to a late fee of 12% per annum.

Kathleen Rose, CCIM, CRE
Rose & Associates Southeast, Inc.

Attachments/Addendums:

- Fee Schedule
- Terms & Conditions

Client Approval

Accepted and agreed to as written this _____day of _____, 2023

Client: _____

By:_____

Print Name, Duly Authorized

PROJECT COST ESTIMATE

Rose & Associates Southeast, Inc. 2023 Fee Schedule Effective March 1, 2023

Hourly Rates:

Principal \$ 395.00/hour	\$395.00/hour
Senior Project Consultant \$ 165.00/hour	\$165.00/hour
Project Consultant \$145.00/hour	\$145.00/hour
Administrative/Clerical \$ 45.00/hour	\$45.00/hour
Expert Witness/Mediation \$ 550.00/hour	\$550.00/hour

Expenses:

Data Reports (ESRI) Demographic/Lifestyle \$160.00 per report	\$160.00/hour
Photocopies	\$.10 /page
Facsimile	\$.50/page
Travel	\$.56/mile *

* Based upon published IRS guidelines for standard mileage rates. Travel from office to project location shall be billed per auto driven mile and half of the Consultant quoted hourly rates for time. For projects more than 100 miles from office, expenses for airfare, lodging & meals shall also be included and will be billed at cost.

ALL INVOICES ARE DUE UPON RECEIPT
Invoices paid after 15 days are subject to finance charges of 12% per annum.

CONTACT

Wendy Brewer, Senior Manager
Thomas P. Miller & Associates, LLC
1630 N. Meridian St., Suite 430
Indianapolis, IN 46202
wbrewer@tpma-inc.com
740-350-5880



THOMAS P. MILLER & ASSOCIATES

PROPOSAL FOR

Strategic Economic Development Plan

SUBMITTED TO

Brian Lee, CPA, CLGFO, Finance Director
Town of Harrisburg
blee@harrisburgnc.org

April 10, 2023

COVER LETTER

April 10, 2023

Brian Lee, Finance Director
4100 Main Street, PO Box 100
Harrisburg, NC 28075

Dear Brian,

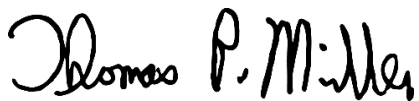
Thomas P. Miller and Associates, LLC (TPMA) is pleased to provide the attached proposal to the Town of Harrisburg (The Town) in response to the Request for Qualifications for a Strategic Economic Development Plan.

Established in 1989, TPMA provides comprehensive consulting services throughout the United States and internationally, working with nonprofit organizations, educational institutions, local and state governments, and industry associations.

TPMA understands that Harrisburg is a thriving location and has been named among the TOP 50 places to live in the USA and the top 10 fastest-growing municipalities in the state. The Town is leading efforts to improve the quality of life for its residents and has grown from 11.5k residents in 2010 to over 19.5k in 2021, which brings both opportunity and challenge for local political leaders and economic development partners. The region sets itself apart by having a strong workforce base, with 96% of the population being high-school graduates, and over 51% holding at least a bachelor's degree. Infrastructure, housing supply, business demand, and many more factors are changing, and governmental bodies must adapt quickly to support future growth. Our team has supported economic development efforts in similar fast-growing communities all over the country and is prepared to leverage a vast internal knowledge pool to best support the Town in its efforts to develop a Strategic Economic Development Plan that guides future efforts.

Should you have any questions about our proposal, please contact Wendy Brewer at wbrewer@tpma-inc.com, or by phone at (740) 350-5880.

Sincerely,

A handwritten signature in black ink that reads "Thomas P. Miller". The signature is fluid and cursive, with the first name "Thomas" being more prominent than the last name "Miller".

Thomas P. Miller
President & CEO

PROJECT UNDERSTANDING

Task 1: Project Launch & Discovery

The Project Team will facilitate a launch meeting with leadership of the Town of Harrisburg (The Town) to make introductions, review the scope of work and deliverables, design a communication plan, and discuss any information that may help develop context for the assessment and action plan. TPMA proposes the initiation of a Working Group, whose members will be identified cooperatively with Town leadership and department staff. Discussion topics include:

- Scope of work, project plans, timeline, and deliverables;
- Roles and responsibilities;
- Communication preferences and monthly schedule for regular meetings;
- Existing plans and programs; and
- Logistics for identifying and conducting stakeholder engagement

TPMA values regular open communication with our clients. For this project, we propose monthly update calls throughout the process. We will use this time to provide updates and next steps for the project as well as an opportunity for feedback on the work being done and any adjustments that need to be made. These meetings will also serve as **progress reports**.

We design communication schedules to build excitement and momentum for final deliverables without creating an excess burden on Town leadership and staff. Regular communication will also ensure that messaging is consistent throughout the process and provide the Town with tools to communicate and advocate within the greater community.

TPMA will also review any documents necessary to understand the current situation and efforts of the Town. This will **include the External Economic Development Network Ecosystem, plans, documents, and programs** that are already in place or underway, as well as the Economic Development Strategic Plan (2018), the Market Analysis & Economic Development Implementation Plan (2015), the Cabarrus EDC Strategic Action Plan, and the HALUP (2018), Façade Improvement Grants etc. **TPMA will work with Town staff to identify any other relevant plans and information that should be reviewed as part of this situational assessment.**

The team will proceed with analysis of **the economic conditions and demographics** of the Town using **Lightcast (Emsi) and DataAxle Genie**, to unveil workforce patterns, employment, economic drivers, trends, and impacts that are unique to the Town. The team will provide the Town with data regarding the **Large and Small Tier** enterprises, as requested in the RFP.

Timeline

May-June 2023

Task 2: Analyses

TPMA will evaluate the needs of the Town with an assessment of the strengths, weaknesses, opportunities, and threats (SWOT) based on findings from the Working Group Meetings, and the review of plans and documents. A draft analysis will be provided to the Town and refined based on feedback received from staff.

To complete the SWOT Analysis, TPMA will use information collected to identify the Town's competitive

advantages, including regional clusters and unique community assets. A community that has a strong understanding of its assets can identify emerging economic sectors that may lead to a diversified economic base.

Next, TPMA will use the information gathered to identify real and perceived competitive disadvantages within the Town, including housing availability, lack of funding, or other challenges to economic development. TPMA will work to identify resources needed (e.g., the cost, staff, policy) to neutralize or convert these into competitive advantages. These factors will help prioritize action for the region, and inform the design of a reasonable timeframe (i.e. short-, medium-, or long-term).

TPMA will also identify external opportunities for regional progress, which could include targeted industry and talent recruitment and increased funding through collaborative programming. Opportunities can often be found through the integration of existing state, regional, or local plans that have already been completed or are underway.

External challenges, such as changes to regulations or shifts in the regional value chain, will also be identified. TPMA will carefully analyze these challenges to inform what preventative and proactive measures can contribute to long-term economic resiliency. Potential elements to be examined in the SWOT include:

- Existing Economic base and major employers
- Regional Clusters
- Workforce demands, gaps
- Infrastructure (assets and constraints)
- Availability of commercial buildings and land for future development
- Regional Partnerships and Engagement and Equitable Development
- Emerging Industry and Workforce Trends
- Quality of life amenities and culture of the community

MARKET & CLUSTER ANALYSIS

TPMA will complete multiple quantitative analyses to determine what **industries, subindustry clusters, and subindustries have the highest growth potential in the Town (By three-digit NAICS)**. It will be critical to understand the current strongest sectors while also identifying emerging sectors that have the potential to complement the existing ones. The analyses will be based on existing assets/clusters/location and infrastructure to support existing business in the Town.

Previous tasks that examine recent local and regional business and economic studies and reports will be leveraged for the analyses. Past historical workforce patterns and recent employment trends using **Lightcast, DataAcle Genie, Bureau of Labor Statistics, and Bureau of Economic Analysis** data sets will be of significant impact on this Task. The analyses will highlight which industries, clusters, and workforce occupations may be best targeted for growth. The top opportunities will include industry groupings that are regionally meaningful and represent real economic connections and opportunities within the Town. The ever-changing site selection criteria will play an important role in this regard and will be a priority. The team will identify the **Top 5 Investment opportunities** for the Town.

To provide meaningful insights into the market and industry, the team will also conduct an **occupational and workforce analysis**. This analysis will uncover data about key occupations, strengths, weaknesses, and gaps that align to employer needs and demands.

TPMA is prepared to provide the Town and its partners with a **5-year industry sub-cluster growth strategy and marketing strategies**, as requested by the RFP. This might also include best practices, if deemed necessary.

INTERNAL ASSESSMENT

To strategically support economic development (ED) in the Town, the team will thoroughly assess internal structure. This will include **programs, policies, procedures, management, organizational structure, and marketing efforts**. It will be vital to gather insights about the effectiveness of procedures and external view when it comes to economic development and marketing of these efforts.

Task 1 and 2 will provide answers to the question, “Where are we?”. This will be complemented by stakeholder engagement as outlined below.

Timeline

June-July 2023

Task 3: Stakeholder Engagement

FIELD VISIT

The Project Team will visit and explore the Town to understand the condition of existing assets, identify resident and visitor access barriers, and identify physical opportunities and constraints pertaining to economic development. Activities to support Vision Development will culminate in a meeting with Department and Town leadership to craft a vision statement that will guide the development of the Economic Development Strategic Plan.

FOCUS GROUPS/ INTERVIEWS

TPMA will design and lead a series of stakeholder **focus groups**. Participants will be identified in cooperation with the Working Group and include Town representatives, Cabarrus EDC representatives, educational partners, business owners, foundations and philanthropic leaders, community partners etc. Topics can include but are not limited to **industry, trends, quality of life, visions and opportunities, housing, economic climate, and infrastructure**. These focus groups will aim to examine the region’s goals, priorities, and ownership.

TPMA will concurrently conduct multiple **one-on-one interviews**. One-on-one interviews will be conducted with regional and Town leadership who may have specific knowledge of economic impacts and can provide insights not easily identified in a survey or group setting.

Stakeholder engagement with internal and external stakeholders will provide Town leadership with necessary insight into how their actions and efforts are being perceived and how to improve upon them in the future.

Timeline

August-September 2023

Task 4: Strategic Economic Development Plan

Using information collected through data analyses, Interviews, and Working Group Meetings, TPMA will design a Strategic Economic Development Plan draft that builds on current planning efforts and initiatives. The plan will be designed in an easy-to-understand format that is appropriate for a variety of audiences. Each section of the plan will address effects and related disruption, needs, or opportunities related to economic development support.

This analysis and report will **culminate in an actionable plan with recommendations and implementation strategies** informed by **best practices, stakeholder engagement, data gathering, and analyses**. We value effective implementation and will provide the Town with attainable, action-based strategies.

TPMA will provide the Town with aggregated information **regarding talent attraction strategies, tourism strategies, entrepreneurial support-systems, identification of incentive programs, and Town Center development strategies**. To support the growth of tax revenue, the team will also provide tools such as **an incentive policy** for the Town to adapt and use for the attraction of businesses.

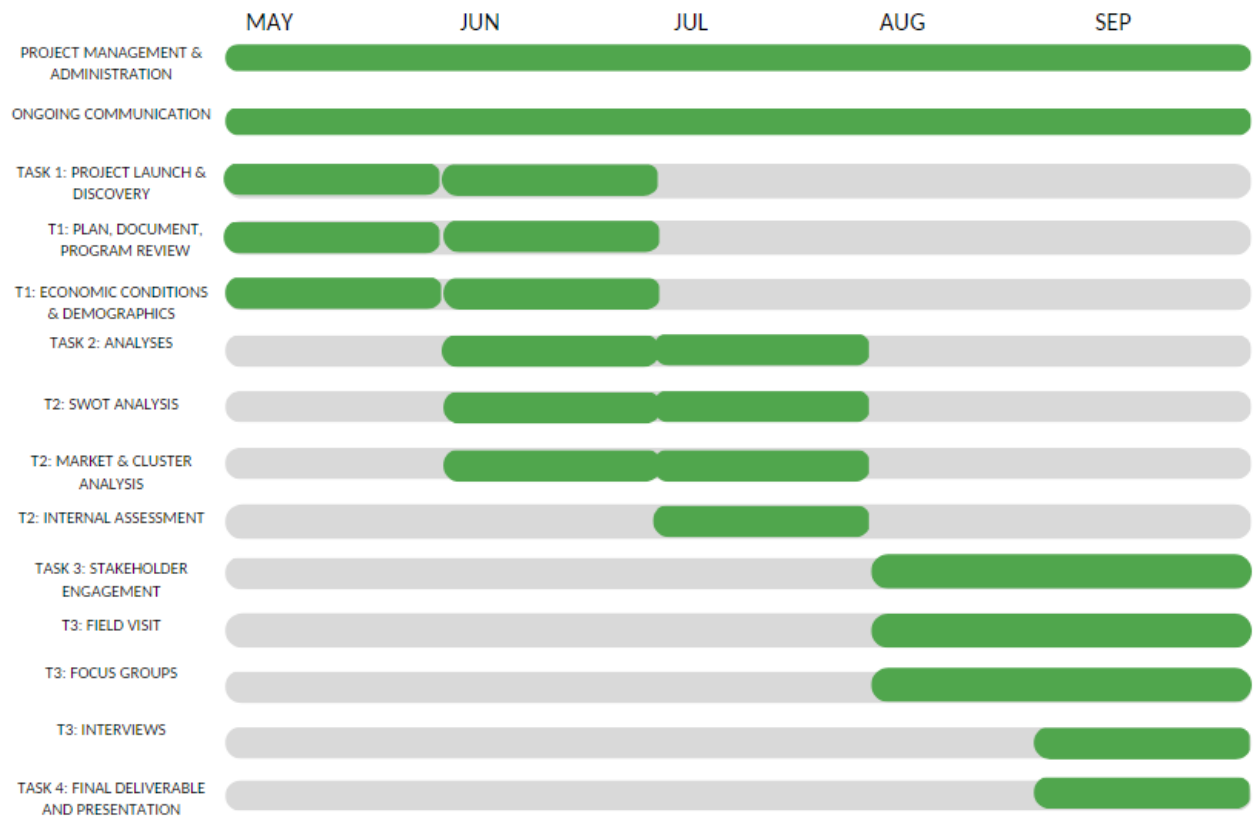
The implementation strategy will include clearly defined roles for all Town partners with detailed actions and measurable performance indicators. Implementation will focus on key strategies with recommendations for immediate action to support growth and retainment and longer-term implementation for growth and resilience while identifying needed or available resources. This will serve as a tool kit for the Town to foster economic development. The plan will include recommendations regarding **current policies, and procedures, business development promotion, and structural change recommendations (internal)**.

The final plan will be made available in digital and hard copies, including original file types for graphics, charts, models, tables, maps, and any other supporting documents. The final Strategic Economic Development Plan will include all the agreed-upon Draft Plan information.

The final plan will provide answers to the question, “Where do we want to go?” and “How do we get there?”.

Timeline

September 2023



NOTE: Detailed information regarding these milestones and included tasks can be found in the Scope of Work in this proposal.

COMPANY INFORMATION / QUALIFICATIONS AND EXPERIENCE OF THE CONSULTANT FIRM

CONTACT INFORMATION
Wendy Brewer, Senior Manager
1630 N. Meridian Street, Suite 430
Indianapolis, IN 46202
Phone: 317-894-5508
Email: wbrewer@tpma-inc.com

Established in 1989, Thomas P. Miller & Associates, LLC (TPMA), provides comprehensive consulting services throughout the United States and internationally, working with nonprofit organizations, educational institutions, communities, local and state governments, and industry associations. TPMA is headquartered in downtown Indianapolis with a staff of 45 professionals, across 13 states, who possess diverse professional experience and educational backgrounds but work collaboratively to provide our clients with holistic solutions. The firm is led by founder Thomas P. Miller, President and CEO, and supported by a 5-member National Advisory Board. TPMA provides expertise in assessing markets, identifying business sector opportunities, building innovation and entrepreneurial eco-systems, and organizing social and economic resources to implement community and economic development strategies.

Our firm empowers organizations and communities through strategic partnerships and data-informed solutions that create positive, sustainable change. TPMA envisions a world that thinks strategically, works collaboratively, and acts sustainably. Working toward that vision, we have provided clients with a range of services to design, develop, evaluate, and implement effective programs.

Our strength is an objective view of the current situation, not influenced by local interests or ambitions, supported by strong knowledge of Strategic Economic Development Planning for communities located in the proximity of large metropolitan areas, with a unique character and economy.

RESEARCH & ANALYSIS CAPABILITIES // Our design methodologies focus on skill assets and liabilities linked to state and regional strengths. Our skilled team of researchers utilizes comprehensive data sets and provides findings in easy-to-comprehend formats to inform policy and strategy. This includes workforce and labor market analyses, program feasibility studies, economic impact studies, and community needs assessment.

COLLABORATIVE STRATEGIES // TPMA's emphasis is not just on strategic ideas, but strategic leadership and action-oriented goals – that is, helping leaders to identify data-driven opportunities and mobilize resources for implementation. We take a collaborative approach to planning, recognizing that the greatest impact is through the aligned goals of multiple stakeholders.

ACTIONABLE RECOMMENDATIONS // We customize recommendations for our economic development partners based on relevant local data and personal interactions with stakeholders and residents. We accompany our community-specific recommendations with implementation schedules detailing timelines, partners, responsible parties, and funding options to allow a seamless transition from planning to implementation.

PARTNERS IN PLANNING // TPMA approaches all projects as a partner and values increasing the organization's internal capacity and relationships through partnership, research and evaluation, stakeholder engagement, and actionable strategy. We prioritize creating and facilitating a collaborative relationship and engage the client in the design, expectations, commitment, and results of the project.

DIVERSITY, EQUITY, AND INCLUSION // TPMA understands the importance of embedding diversity, equity, and inclusion (DEI) practices into all areas of the company and our work. We value participatory approaches, engaging community members and those affected most by programs to ensure their voices are being heard and measuring the impact of provided services. This is especially important for project design and planning activities as it promotes buy-in, generates understanding, ensures inclusion, and leads to more comprehensive plans wherein all challenges, processes, and viewpoints can be addressed.

City of Orem, UT, Economic Development Strategic Plan, July 2021

– September 2022 - TPMA partnered with leadership and community stakeholders from the City of Orem, Utah. Orem is the fifth-largest municipality in the state with a population of 100,275 residents. Orem is in Utah County, 45 miles south of Salt Lake City and 6 miles north of Provo. Utah County is projected to have the largest numeric increase in population in the state, adding over one million new residents to reach 1.6 million by 2065. This dramatic increase requires careful long-term planning to manage and guide the growth of the area and to ensure their lucrative strategic areas of retail, technology-based industry jobs and small business entrepreneurship are firmly established. As the goals and objectives of the City of Orem have evolved and changed due to time and the impact of the COVID-19 pandemic, City leadership realized the importance and necessity of reviewing and revising the Economic Development Strategic Plan. TPMA has partnered with City leadership and revised the existing plan, incorporated new strategic economic areas, and initiated plans for continued resiliency. The final deliverable can be viewed here: www.tpma-inc.com/wp-content/uploads/2022/10/Orem-Economic-Development-Strategic-Plan-FINAL.pdf.



Consultant's Roles: Brett Wiler (Project Lead), Lindsay Bloos (Engagement Specialist)

Cost: \$118,000.00

Reference:

Kathi M. Lewis, Economic Development Division Manager

56 N State Street, Orem, 84057 UT
kmlewis@orem.org, 801-229-7079

West Piedmont Planning District Commission, VA Comprehensive Economic Development Strategy Update/ Recovery and Resiliency Plan, November 2021 - March 2022 - TPMA concluded the CEDS

Update with the West Piedmont Planning District Commission, located in Martinsville, VA, to develop a Regional Pandemic Recovery and Resiliency Plan. The project included assessing the state of the regional economy, anticipating short- and long-term impacts and trends of the COVID-19 pandemic, and recommending actionable strategies for economic recovery and long-term economic resiliency. A thorough SWOT analysis was created and used as a basis for the final plan update. The resulting plan augmented the region's CEDS and Hazard Mitigation Plan. The final plan can be viewed here: www.tpma-inc.com/wp-content/uploads/2022/09/West-Piedmont-CEDS-Final.pdf

Consultant's Roles: Brett Wiler (Project Advisor), Lindsay Bloos (Engagement Specialist)

Cost: \$150,000.00

Reference:

Michael Armbrister, Executive Director
 1100 Madison St, Martinsville, VA 24112
marmbrister@wppdc.org, 276-638-3987



South Central Pennsylvania Partnership for Economic Performance, CEDS, January 2022 - Ongoing - TPMA is currently

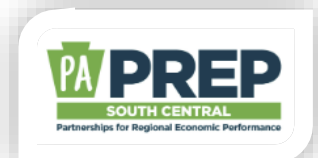
creating a CEDS for the South-Central Pennsylvania region. This includes a discovery and analysis of existing documents and various forms of engagement, ranging from focus groups to surveys. Furthermore, special attention will be directed to economic resilience and vulnerability with a focus of demography and socioeconomics, labor force, economic base/ resiliency, and infrastructure inventory. The final CEDS will be presented for public review at the start of 2023 and the project will be concluded accordingly. Brett Wiler serves as Project Advisor, while Kaycee Bunch leads, and Libby Bowling supports and guides the engagement of the project.

Consultant's Roles: Brett Wiler (Project Advisor), Kaycee Bunch (Project Lead), Lindsay Bloos (Engagement Specialist)

Cost: Ongoing

Reference:

Melissa Stone, Vice President Economic Development
 3211 North Front Street, Harrisburg, 17110 PA
melissa@hbgrc.org, 717-213-5042



Allegany County, MD: Economic Development Strategic Plan, June 2018

– December 2018 - TPMA completed an economic development strategic plan

for Allegany County. Allegany County is in the Western Maryland panhandle in the Ridge-and-Valley Country of the Appalachian Mountains, with a population of over 71,000 residents. The process included a deep dive into demographic and industry data and retail and tourism case studies. Additionally, a comprehensive engagement process included focus groups, onsite public engagement sessions, and working sessions with a steering committee to refine goals and strategies.

The final plan focused on four key goals, including aligning regional economic development partners to strengthen traditional business development activities, attracting and retaining a skilled workforce, growing the County's position as a tourism destination, and investing in infrastructure and housing development. These goals were complemented by twelve working strategies that outlined a comprehensive action and implementation plan.

Consultant's Roles: Brett Wiler (Project Lead)

Cost: \$121,000.00



Reference:

Jeff S. Barclay, Director

701 Kelly Road, Cumberland, 21502 MD

jbarclay@alleganygov.org, 301-777-5956

Top of Alabama Regional Council (TARCOG), AL, Comprehensive Economic Development Strategy, February 2022 – January 2023

– TPMA developed a CEDS for five counties in Alabama including Huntsville, DeKalb, Jackson, Limestone, Madison and Marshall counties. The region has a large urban center and more remote rural communities in the surrounding area. The team facilitated multiple in-person sessions to develop a SWOT analysis, and determined five focus areas for the framework:

- tourism & recreation
- education & workforce
- business development
- Wellness
- and sustainable growth



The team then provided TARCOG with a draft to the client and facilitated several meetings with key stakeholders in all focus areas to review and verify the developed strategies.

Consultant's Roles: Brett Wiler (Project Advisor), Lindsay Bloos (Research), Kaycee Bunch (Research)

Cost: \$62,000.00

Reference:

Sara James, Economic Development & Planning Director

P.O. Box 1087, Huntsville, 35805 AL

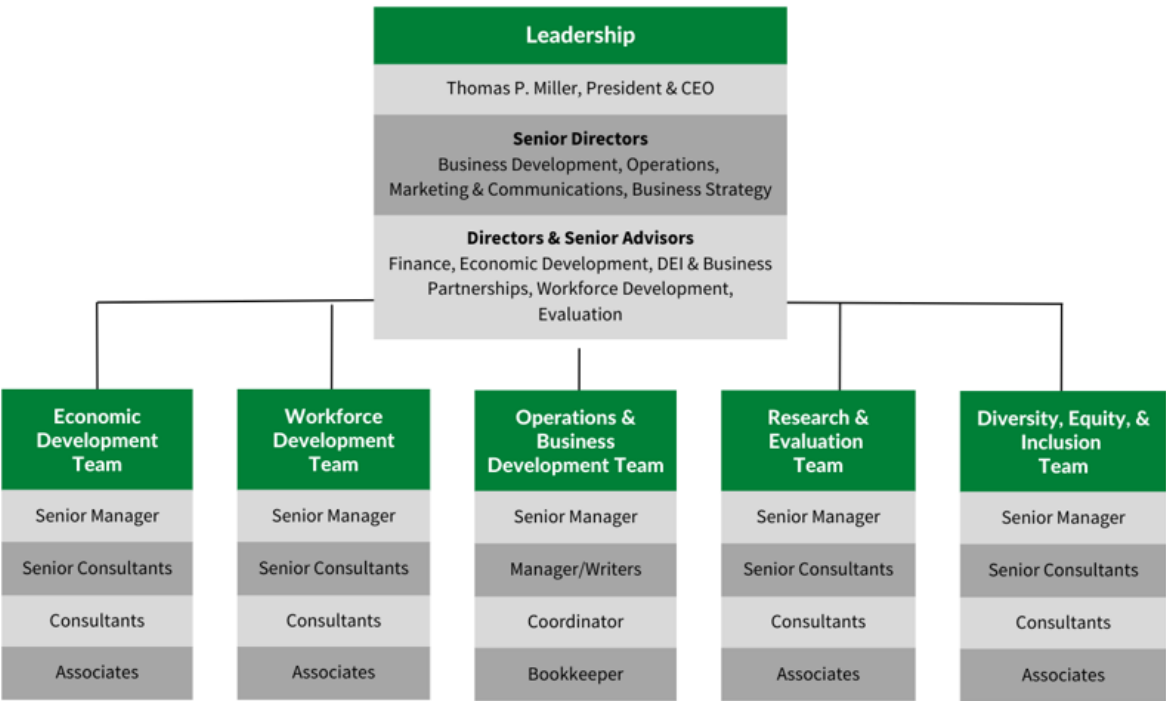
sara.james@tarcog.us, 256-716-2483

QUALIFICATIONS AND EXPERIENCE OF KEY STAFF

PROJECT PERSONNEL

For this project, TPMA has identified a team of consultants with a depth of knowledge and experience in economic development, sustainability, regional partnerships, strategic growth planning, and diversity and inclusion. In addition to qualified Project Team members, all TPMA projects leverage the expertise of the firm’s full professional staff including experts in economic diversification, talent development, evaluation, and competitive funding. This approach ensures high-quality plans that incorporate the extensive experience of the entire firm. Team member roles are as follows with full bios on the following pages.

TPMA Organizational Structure





Brett R. Wiler

**Sr. Director of Economic Development & Strategic Planning
Strategic Advisor**

Public Administration, M.P.A. – Gannon University
Business Administration, B.Sc. – John Carroll University

☎ 814-323-1999 ✉ bwiler@tpma-inc.com 🏠 Erie, PA

Brett will serve as Strategic Advisor for the project. He specializes in economic development, business retention and expansion, strategic planning, business attraction, Opportunity Zone strategy, financing strategy, entrepreneurial ecosystem building, governance, and workforce development. He is currently serving as the Strategic Advisor for the South-Central Pennsylvania Comprehensive Economic Development Strategy project. **Other recent projects include:** Comprehensive Economic Development Strategy for the Top of Alabama Council of Governments (AL), Strategic Planning for the Blue Ridge Parkway Foundation (NC), Best Practices of Economic Development Organizations for Lee's Summit (MO), Economic Development Strategic Plan for St. Johns County (FL), Economic Development Strategic Plan for the City of Orem (UT), and many more.

Prior to joining TPMA, Brett worked as the Director of Outreach and Investment for the Erie, PA Regional Chamber, where he managed an industry-recognized best-practice business outreach program. In addition, Brett was the primary architect of the nation's first municipal-based Opportunity Zone Prospectus and Intermediary and went on to lead the Flagship Opportunity Zone Development Company under the umbrella of the Erie Regional Chamber. Here he was instrumental in the creation of the White House Roadmap for Investment, which cataloged public projects so that community leaders could work with state and federal agencies to secure funding outlined by the White House Opportunity and Revitalization Council. His work around Opportunity Zones was the cornerstone of Erie's signature economic development conference, Erie Homecoming, that has led to over \$100 million in investment in Erie since 2019. Brett was the lead grant writer for a Build to Scale program that was awarded funding from the EDA to design and implement an active angel investment network for Northwest PA.



Cecilia Harry, CEcD

**Director of Economic Development & Community Resiliency
Project Lead – Key Contact**

MSW, Social & Economic Development - Washington University, St. Louis
BA, Psychology - University of Notre Dame

☎ 719-888-0919 ✉ charry@tpma-inc.com 🏠 Colorado Springs, CO

Cecilia will serve as the Project Lead and Key Contact. She has more than a decade of experience in Economic Development, most recently serving as the Chief Economic Development Officer for the

Colorado Springs Chamber & EDC, the largest organization of its kind in southern Colorado. In this role, Cecilia supported the vision of the board with future-focused strategies that brought more than \$1.36 billion in capital investment and 4,000+ jobs over a period of 3 years. Cecilia climbed the Economic Development ranks serving in leadership roles across the country including President & CEO of Wisconsin's Envision Greater Fond du Lac, where she ushered in 15 economic development projects bringing more than \$70 million of capital investment to the region. As Executive Director of Nebraska's Greater Fremont Development Council (Omaha), Cecilia led expansion and business attraction efforts that brought \$1.2 billion in annual economic impact to Eastern Central Nebraska. Other leadership roles including Economic Development Coordinator for Leavenworth County Development Corporation (KS) have developed Cecilia's broad expertise with communities and constituents with diverse and unique industry and community needs. Her background in social work fuels a strong commitment to economic opportunity, stability, and safety for families in every community. Cecilia earned her certified economic developer (CEcD) designation in 2015. She has served on the board of directors of the International Economic Development Council (IEDC), the Association of Chamber of Commerce Executives (ACCE), and the ACCE Foundation.



Lindsay Bloos

**Senior Consultant
Engagement Specialist**

Sociology, B.A. – Franklin College

☎ 812-621-0101 ✉ Lbloos@tpma-inc.com 🏠 Madison, IN

Lindsay is a Senior Consultant on the Economic Development & Community Resiliency Team at TPMA. Her primary focus is engaging communities and developing actionable strategies for improving economic conditions and quality of life. Prior to joining TPMA, Lindsay served as Executive Director of the Madison Area Chamber of Commerce in Madison, Indiana where she worked directly with businesses to provide support and resources, organized community-wide engagement, and led the county's COVID-19 business response efforts. Lindsay gained strong expertise in cooperating with downtown associations and small businesses throughout her engagement. She also served as an Executive Team member for the City of Madison's Stellar Communities designation, the Visit Madison Board of Directors, Madison Main Street Program's Economic Vitality committee, and Madison's America's Best Communities committee. These planning efforts leveraged funding for community and economic development throughout the community, including but not limited to new multimodal pathways, adaptive reuse projects, and programming to stimulate economic activity through arts, culture, and natural resources.

Lindsay has developed strategies and implementation frameworks for Economic Development Strategic Plans, Housing Studies, and community engagement at local and regional levels throughout the country. Lindsay often provides graphic design for projects, including interactive features for user-friendly navigation and readability. She recently led the engagement, strategic framework, and interactive dashboard design for both the Capital Area Economic Development District (CAPEDD) Comprehensive Economic Development Strategy (CEDS) Update & Recovery Strategy and the Central Oklahoma Economic

Development District (COEDD) CEDS. Additionally, she was part of the City of Orem – Economic Development Strategy Plan team, which delivered an outstanding final plan to the city.



Kaycee Bunch

**Senior Consultant
Research Specialist**

Applied Community Development, M.A. – Future Generations University
Political Science, B.A. – Western Kentucky University

☎ 270-784-3021 ✉ kbunch@tpma-inc.com 🏠 Bowling Green, KY

Kaycee is a Senior Consultant at TPMA who specializes in community and business development using strategy and programming that foster regional growth and resiliency. She will serve as the Research Specialist. As Resiliency Planner for Kentucky’s Barren River Area Development District, Kaycee co-led, designed, and implemented a ten-city strategic planning initiative to support economic development in South Central Kentucky. This initiative included deployment of an interactive digital toolkit for use across the region.

Kaycee also served as Economic Development Coordinator for the Bowling Green, KY Chamber of Commerce where she oversaw regional Business Retention & Expansion (BRE) initiatives and collaborated among local and state agencies to provide business solutions tied to economic development-based incentives. As part of this role, Kaycee facilitated engagement with industry representatives to advance multi-million-dollar expansion projects. She served as a Community Agribusiness Coordinator for Peace Corps Uganda. Furthermore, Kaycee has also led several projects with a focus on Economic Development Strategic Planning. She currently serves as the Project Manager for South Central Pennsylvania CEDS and supports the EDA Comprehensive Economic Development Strategy.



Ashley Sharpley

**Associate
Project Support**

Business, B.Sc. – Kelley School of Business

☎ 317-760-4864 ✉ asharpley@tpma-inc.com 🏠 Bloomington, IN

Ashley will support all areas of the project and be responsible for research and data aggregation. While pursuing her Bachelor of Science in Business at the Kelley School of Business, Ashley focused on business economics and public policy analysis. Her coursework focused strongly on economic development, research, and data analysis.

She has served as a Chief of Staff and later as a president for the Indiana Model United Nations. Her responsibilities were manifold and included fiscal year budgeting, recruiting, and streamlining conference logistics by expanding interlinking data storage and processing systems. Furthermore, she supported the Genetics Biobank as an intern and processed current trial data, utilizing various research and medical databases. Ashley will support all areas of the project and assist with stakeholder engagement activities.

Currently, Ashley is supporting a Housing Needs Assessment and Policy Development for the City of Northglenn, a Housing Assessment and Strategy Report for the City of Fairfax, and a Comprehensive Economic Development Strategy for the Blue Ridge Parkway Region.

PROJECT COST ESTIMATES

As per the RFQ, the budget is provided in a separate file.



**Thomas P. Miller & Associates, LLC
Professional Services Agreement
Project Number: 5694**

This Agreement, entered into by and between Town of Harrisburg, NC ("Client") located at 4100 Main Street, Harrisburg, North Carolina 28075, and Thomas P. Miller and Associates, LLC ("Contractor"), located at 1630 North Meridian Street, Suite 330, Indianapolis, Indiana 46202.

WITNESSETH THAT:

WHEREAS, Client has the need and desire to obtain the services of a contractor; and

WHEREAS, Contractor desires to perform said services detailed in the attached General Scope of Services for Client, or detailed in Section 2, and is able to do so in a professional manner; and

WHEREAS, Client has selected Contractor to perform these services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be August 1, 2023 to February 29, 2023~~4~~.
2. SERVICES TO BE RENDERED: Scope of Work as outlined in Attachment A: General Scope of Services.
3. COMPENSATION. Client shall pay Contractor \$99,900.00, dollars during the term of this Agreement for the satisfactory completion of the services to be rendered.
4. PAYMENT TERMS. Client will pay invoices within thirty (30) days of receipt. Contractor will submit invoices to Client monthly. In the event Client shall fail to make payments within 30 days of invoice due date, the Client agrees to pay interest on the outstanding amount at 1.5 percent per month. When Client invoice reaches 90 days past due, Contractor has the right to stop work for nonpayment and to submit past due invoices for collections processing.
5. CLIENT'S OBLIGATIONS. Client shall provide Contractor, at no charge, all existing information, data, and documents, available and necessary for the carrying out of services under this agreement. Client shall cooperate with Contractor in every way possible in carrying out the scope of this agreement.

6. CHANGE ORDERS. Client may, from time to time, by written instructions or drawings issued to the Contractor, issue a change order (each a "Change Order") in accordance with the notice provisions in Section 12 and change the Scope of Work.

7. TERMINATION. In the event either party materially breaches this Agreement, either party shall have seven (7) business days after delivery of written notice of breach to rectify or correct the problem. If either party fails to correct the breach, either party may terminate this Agreement with thirty (30) days' notice in writing, delivered to the business address of the other party. Client may also terminate this Agreement for convenience on sixty (60) days prior written notice. Contractor shall be compensated for services provided up to the date such termination becomes effective.

8 . LIMITATION ON LIABILITY. In no event shall either party's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, except for indemnification in Paragraph 9, below, exceed the total of the amounts paid and amounts accrued but not yet paid to seller pursuant to this agreement in the one-year period preceding the event giving rise to the claim.

9. INDEMNIFICATION. Both parties shall indemnify and hold harmless each other, their respective officers, employees, and agents from any and all loss, liability, claims, judgments, and liens, including costs and expenses, arising out of any negligent act or omission of Client or Contractor or any of their officers, agents, employees, or subcontractors in the performance of this Agreement.

10. SURVIVAL. The following sections shall survive any expiration or termination of this Agreement: Sections 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, and 19.

11. CONFIDENTIALITY. Both Client and Contractor understand that information provided during the performance of this Agreement is confidential and may not be disclosed to any person not connected with this project without prior approval.

12. NOTICE. Any notice, invoice, order, or other correspondence required to be sent under this Agreement shall be sent to the addresses outlined in the first paragraph of this Agreement.

13. APPLICABLE LAWS. This Agreement shall be governed by the laws of the State of North Carolina, without reference to principles of conflicts of law, as the same shall be in force and effect upon the date this Agreement is executed.

14. ARBITRATION: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15. NON-DISCRIMINATION. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to firing, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall constitute a material breach of this Agreement.

16. NECESSARY DOCUMENTATION. Contractor certifies that it will furnish Client, if requested, any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of units of local, state, and federal government. Contractor further certifies that it is now in and will maintain its good standing with governmental agencies and will maintain its license, permit, registration, authorization, or certification in force during the term of this Agreement. Contractor warrants that the services it performs for Client pursuant to this Agreement shall meet or exceed the customary level of professionalism for such services in North Carolina. Failure of Contractor to comply with this paragraph constitutes a material breach of this Agreement.

17. WAIVER. A contractor's delay or inaction in pursuing its remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of a contractor's rights or remedies contained herein or available by law.

18. PERSONAL LIABILITY. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, agency, or employee of Client or any public body, which may be a party to this Agreement.

19. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement, which can operate independently of such stricken provision, shall continue in full force and effect.

20. COUNTERPARTS. This Agreement may be executed simultaneously in any number of counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement. An executed counterpart of this Agreement may be delivered by verifiable facsimile transmission or by email in a suitable electronic format.

21. CONFLICT OF INTEREST. Contractor certifies and warrants to Client that neither it nor any of its agents, representatives, or employees who will participate in performance of any services required by this Agreement have or will have any conflict of interest, directly or indirectly with Client.

22. AMENDMENTS. This Agreement may be amended, modified, renewed, or supplemented only by a written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions of this Agreement. Upon completion of the elements within the original RFP, this project may include extended work with new negotiated terms.

23. INTEGRATION. This Agreement represents the entire understanding between Client and the Contractor and supersedes all prior negotiations, representations, and/or contracts, either written or oral.

24. TAXES. Contractor agrees that it is an independent contractor as that term is commonly used and is not an employee of Client. As such, the Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to the Contractor. The Contractor acknowledges that it is not insured by Client in any manner for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate Client in any way.

25. FORCE MAJEURE. If either party is unable to perform its obligations under the terms of this Agreement due to events which may include acts of God, public health emergencies as determined by a state or local governmental body (including, but not limited to pandemic, epidemic, or quarantine), war, government regulation, strikes, curtailment of transportation facilities, or other emergency making it inadvisable, illegal, or impossible to perform the scheduled event, such party's contractual obligations shall be excused and the party will not be liable for damages resulting from such failure to perform. Notwithstanding the foregoing, a party affected by a force majeure event will use reasonable efforts to remedy or mitigate such event and effects thereof. Upon termination of the force majeure event, if reasonable, the performance of any suspended obligation or duty will promptly recommence. The party giving notice of a force majeure event shall do so in writing by electronic communication ("Notice") and all deposits minus expenses incurred through the date of Notice will be returned to the party exercising force majeure within thirty (30) days of such Notice." For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

IN WITNESS WHEREOF, Client and Contractor, by their respective officers hereunto duly authorized, have executed this Agreement on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

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:

License No.: _____
(where applicable)

This instrument has been pre-audited in the manner required by the North Carolina Local Government Finance Act.

Brian Lee, CPA, CLGFO, Finance Officer

Account Number

CONTACT

Wendy Brewer, Senior Manager
Thomas P. Miller & Associates, LLC
1630 N. Meridian St., Suite 430
Indianapolis, IN 46202
wbrewer@tpma-inc.com
740-350-5880



THOMAS P. MILLER & ASSOCIATES

PROPOSAL FOR

Strategic Economic Development Plan

SUBMITTED TO

Brian Lee, CPA, CLGFO, Finance Director
Town of Harrisburg
blee@harrisburgnc.org

July 31, 2023

PROJECT UNDERSTANDING

Task 1: Project Launch & Discovery

The Project Team will facilitate an in-person launch meeting with leadership of the Town of Harrisburg (The Town) to make introductions, review the scope of work and deliverables, design a communication plan, and discuss any information that may help develop context for the assessment and action plan. TPMA proposes the initiation of a Working Group, whose members will be identified cooperatively with Town leadership and department staff. Discussion topics include:

- Scope of work, project plans, timeline, and deliverables;
- Roles and responsibilities;
- Communication preferences and monthly schedule for regular meetings;
- Existing plans and programs; and
- Logistics for identifying and conducting stakeholder engagement

TPMA values regular open communication with our clients. For this project, we propose monthly update calls throughout the process. We will use this time to provide updates and next steps for the project as well as an opportunity for feedback on the work being done and any adjustments that need to be made. These meetings will also serve as **progress reports**.

We design communication schedules to build excitement and momentum for final deliverables without creating an excess burden on Town leadership and staff. Regular communication will also ensure that messaging is consistent throughout the process and provide the Town with tools to communicate and advocate within the greater community.

TPMA will also review any documents necessary to understand the current situation and efforts of the Town. This will **include the External Economic Development Network Ecosystem, plans, documents, and programs** that are already in place or underway, as well as the Economic Development Strategic Plan (2018), the Market Analysis & Economic Development Implementation Plan (2015), the Cabarrus EDC Strategic Action Plan, and the HALUP (2018), Façade Improvement Grants etc. **TPMA will work with Town staff to identify any other relevant plans and information that should be reviewed as part of this situational assessment.**

The team will proceed with analysis of **the economic conditions and demographics** of the Town using **Lightcast (Emsi) and DataAxle Genie**, to unveil workforce patterns, employment, economic drivers, trends, and impacts that are unique to the Town. Additionally, TPMA will incorporate the Town's existing plans and efforts related to "Economic Development Zones" to leverage existing assets and visions in the later analyses and recommendations. The team will provide the Town with data regarding the **Large and Small Tier** enterprises, as requested in the RFP.

Timeline

August 2023

Task 2: Analyses

TPMA will evaluate the needs of the Town with an assessment of the strengths, weaknesses, opportunities, and threats (SWOT) based on findings from the Working Group Meetings, and the review of plans and documents. A draft analysis will be provided to the Town and refined based on feedback received from staff. To complete the SWOT Analysis, TPMA will use information collected to identify the Town's competitive advantages, including regional clusters and unique community assets. A community that has a strong understanding of its assets can identify emerging economic sectors that may lead to a diversified economic base.

Next, TPMA will use the information gathered to identify real and perceived competitive disadvantages within the Town, including housing availability, lack of funding, or other challenges to economic development. TPMA will work to identify resources needed (e.g., the cost, staff, policy) to neutralize or convert these into competitive advantages. These factors will help prioritize action for the region, and inform the design of a reasonable timeframe (i.e. short-, medium-, or long-term).

TPMA will also identify external opportunities for regional progress, which could include targeted industry and talent recruitment and increased funding through collaborative programming. Opportunities can often be found through the integration of existing state, regional, or local plans that have already been completed or are underway.

External challenges, such as changes to regulations or shifts in the regional value chain, will also be identified. TPMA will carefully analyze these challenges to inform what preventative and proactive measures can contribute to long-term economic resiliency. Potential elements to be examined in the SWOT include:

- Existing Economic base and major employers
- Regional Clusters
- Workforce demands, gaps
- Infrastructure (assets and constraints)
- Availability of commercial buildings and land for future development
- Regional Partnerships and Engagement and Equitable Development
- Emerging Industry and Workforce Trends
- Quality of life amenities and culture of the community

MARKET & CLUSTER ANALYSIS

TPMA will leverage existing and previously conducted cluster and market studies in the region to determine what **industries, subindustry clusters, and subindustries have the highest growth potential in the Town**. It will be critical to understand the current strongest sectors while also identifying emerging sectors that have the potential to complement the existing ones. The analyses will be based on existing assets/clusters/location and infrastructure to support existing business in the Town.

Previous tasks that examine recent local and regional business and economic studies and reports will be leveraged for the analyses. Past historical workforce patterns and recent employment trends using **Lightcast, DataAxle Genie, Bureau of Labor Statistics, and Bureau of Economic Analysis** data sets will be of significant impact on this Task. The analyses will highlight which industries and clusters may be best targeted for growth. The top opportunities will include industry groupings that are regionally meaningful and represent real economic connections and opportunities within the Town. The ever-changing site

selection criteria will play an important role in this regard and will be a priority. The team will identify the **Top Five Investment Opportunities** for the Town. The Top Five will consist of high-value targets the town can aim for, for example infrastructure projects, industrial park development, talent initiatives, policy adjustments, entrepreneurial support (e.g. incubator), etc.

INTERNAL ASSESSMENT

To strategically support economic development in the Town, the team will thoroughly assess internal structure. This will include **programs, policies, procedures, management, organizational structure, and marketing efforts**. It will be vital to gather insights about the effectiveness of procedures and external view when it comes to economic development and marketing of these efforts. TPMA will also include a review of the Town's current economic development incentive policies.

Timeline

September - November 2023

Task 3: Stakeholder Engagement

FIELD VISIT

The Project Team will visit and explore the Town to understand the condition of existing assets, identify resident and visitor access barriers, and identify physical opportunities and constraints pertaining to economic development.

FOCUS GROUPS/ INTERVIEWS

TPMA will design and lead up to eight stakeholder **focus groups**. Participants will be identified in cooperation with the Working Group and include Town representatives, Cabarrus EDC and Greater Charlotte economic development representatives, educational partners, business owners, foundations and philanthropic leaders, community partners etc. Topics can include but are not limited to **industry, trends, quality of life, visions and opportunities, housing, economic climate, and infrastructure**. These focus groups will aim to examine the region's goals, priorities, and ownership.

TPMA will concurrently conduct up to 10 **one-on-one interviews**. One-on-one interviews will be conducted with regional and Town leadership who may have specific knowledge of economic impacts and can provide insights not easily identified in a survey or group setting.

In order to garner input from the public, the team is prepared to conduct a stakeholder survey. This will enable the Town to extract insights from the general public or certain groups within the community as directed.

Stakeholder engagement with internal and external stakeholders will provide Town leadership with necessary insight into how their actions and efforts are being perceived and how to improve upon them in the future.

Timeline

November - December 2023

Task 4: Strategic Economic Development Plan

Using information collected through data analyses, interviews, and Working Group Meetings, TPMA will design a Strategic Economic Development Plan draft that builds on current planning efforts and initiatives. The plan will be designed in an easy-to-understand format that is appropriate for a variety of audiences. Each section of the plan will address effects and related disruption, needs, or opportunities related to economic development support.

This analysis and report will **culminate in an actionable plan with recommendations and implementation strategies** informed by **best practices, stakeholder engagement, data gathering, and analyses**. We value effective implementation and will provide the Town with attainable, action-based strategies.

The implementation strategy will include clearly defined roles for all Town partners with detailed actions and measurable performance indicators. Implementation will focus on key strategies with recommendations for immediate action to support growth and retainment and longer-term implementation for growth and resilience while identifying needed or available resources. This will serve as a tool kit for the Town to foster economic development. The plan will include recommendations regarding **current policies and procedures, business development promotion, and structural change recommendations (internal)**. The team will then prepare a preliminary presentation of the final plan, which will be delivered virtually.

The final plan will be made available in digital and hard copies, including original file types for graphics, charts, models, tables, maps, and any other supporting documents. The final Strategic Economic Development Plan will include all the agreed-upon Draft Plan information. TPMA is prepared to present the final plan to the public and the town council in February in person.

Timeline

January - February 2024

PROJECT COST ESTIMATES

TPMA can perform the above outlined scope of work for a total cost of **\$99,900.00**. This cost is inclusive of all staff time, travel, and materials. Our firm recognizes the fiduciary responsibility of government agencies and makes every effort to design efficient project budgets that leverage the unique expertise of individual team members. Additional work can be performed at a rate of \$255 per hour.

In-Person Travel Cost Breakdown (included in the updated budget)	
Kick-Off Meeting Trip (2 people traveling)	\$9,900.00
Focus Groups (2 people traveling)	\$9,900.00
Final Presentation (2 people traveling)	\$9,900.00



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 FY2024 Strategic Economic Development Plan.

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

Increase line item 100-1401-56310 Professional Services	\$ 100,000
--	------------

Decrease line item 100-8750-59500 Contingency	\$ 100,000
--	------------

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

Section 4. That this ordinance shall be effective upon its passage. Adopted this 14th day of August, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider appointments to the Harrisburg Arts, Culture and Heritage Committee

Presenting Personnel:

Jim Spina, Parks and Recreation Director

Suggested Motion or Action:

If approved: motion to approve the appointment of Dewayne Lott and Larissa Mervin to the Harrisburg Arts, Culture and Heritage Committee effective through June 30, 2024.

Description/Background:

Under the new Town guidelines associated with committees and advisory boards, the HACH Committee will grow from five members to seven. In order to have the terms up with three one year and 4 the other so there is not an entire committee turnover, it was decided that the two new expanded positions will be for just one year. These members would then have to apply next year for a full 2-year term. This will ensure that there will be 4 seats up for appointment at 6/30/2024 and 3 seats up for appointment at 6/30/2025.

With that, there were two resident applications submitted for those two open positions. Dewayne Lott and Larissa Mervin have both submitted applications that have been reviewed by Council Member Cotell and Director of Parks and Recreation Spina and they recommend Council appointment to the HACH Committee.

Recommendation:

Recommendation to approve the appointment of Dewayne Lott and Larissa Mervin to the Harrisburg Arts, Culture and Heritage Committee for a one-year term to end 06/30/2024.

Fiscal Impact:

N/A

Attachments:

1. Town of Harrisburg - HACHApplication - Lott
2. Town of Harrisburg - HACHApplication - Mervin

TOWN OF HARRISBURG COMMITTEE & ADVISORY BOARD APPLICATION

Please select all that may apply, that you may be willing to serve on. Further, rank each selected in order of preference, with 1 being the most preferred:

- | | | |
|-------------------------------------|-----------------|--|
| ☐ | Rank # _____ | Planning and Zoning Board (Full Member) |
| ☐ | Rank # _____ | Planning and Zoning Board (ex-officio, non-voting, sustainability) |
| ☐ | Rank # _____ | Parks and Recreation Advisory Board (Full Member) |
| ☐ | Rank # _____ | Parks and Recreation Advisory Board (ex-officio, non-voting, sustainability) |
| ☒ | Rank # <u>1</u> | Harrisburg Arts, Culture and Heritage Committee (Full Member) |
| ☐ | Rank # _____ | Harrisburg Arts, Culture and Heritage Committee (ex-officio, non-voting, sustainability) |

QUALIFICATIONS

If applying for an ex-officio, non-voting, sustainability position, please list those qualifications that would be applicable for the position.

Please complete the form below and return to Town Clerk, Town of Harrisburg at PO Box 100, Harrisburg NC 28075 or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION

Name Dewayne Lott		Date 6/24/2023
Address 3534 Grace Church Street		Apartment/Unit #
City Harrisburg	State NC	Zip 28075
Phone 501-772-3490	Email Address dewlott99@sbcglobal.net	
Are you able to attend regularly scheduled nighttime meetings once a month? YES ☒ NO ☐		
How long have you lived in Harrisburg or within the Planning Area? 9 years		
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain?		

REFERENCES

Please list three references.

Name Kimani Waltin		Relationship Friend
Company American Airlines	Phone (914) 513-9058	
Address 8484 Whitworth Avenue, Harrisburg, NC 28075		
Name Roosevelt Bell		Relationship Friend
Company UPS	Phone 704-309-7317	
Address 3522 Grace Church Street, Harrisburg, NC 28075		
Name David Briggs		Relationship Cousin
Company US Navy	Phone 619 922-7648	
Address 26314 Kobe Place, Murrieta, CA 92563		

EMPLOYMENT			
Company 1		Office of the Comptroller of the Currency	Phone 202 649-6800
Address		400 7th Street SW	City / State Washington, DC
Job Title Supervisory National Bank Examiner/Examiner-in-Charge			
Responsibilities Provide federal regulatory oversight of national banks and thrifts			
Dates		From 6/30/2003 To Present	
Company 2		Phone ()	
Address		City / State	
Job Title			
Responsibilities			
Dates		From To	

EDUCATION	
School	University of Arkansas at Little Rock
From	1999 To 2003
Degree	Bachelor of Business Administration
Major	Finance
Additional Information	

ADDITIONAL COMMENTS
Provide a brief statement outlining why you wish to serve on a Town Committee or Advisory Board. I am interested in joining the Harrisburg Parks & Recreation Arts, Culture, & Heritage Committee due to my desire to provide assistance and ideas to build a distinct art and culture scene in Harrisburg that enhances quality of life for residents and helps attract and retain businesses. Over recent years, Harrisburg has shown the desire to establish a distinct art and culture scene. By joining the committee, I hope to provide ideas to take Harrisburg's art and culture scene to the next level by establishing: * Innovative art programming that attracts young and old residents and non-residents; * A strategy to embrace the town's heritage and incorporate into a distinct cultural identity or theme for the town; and, * A long-term strategy for the town to become a destination in the metro Charlotte area where people come shop, dine, and visit due to the town's distinct culture and art vibe that has attracted art galleries, boutiques, fine dining restaurants, and festivals.
Based on what you know about Town Committees and Advisory Boards, what skills and abilities can you offer that will make those Town Committees and Advisory Boards better? Based on my work experience and personality, I bring strong collaboration, organization, and communication skills. These skills will allow me to assist the committee with continuing to build connections with local, regional, and national arts organizations and artists. Also, these skills would assist the committee with ensuring we effectively communicate our vision and ideas to the Parks & Recreation Advisory Board, Town Council, and residents, when needed. Further, I have expertise related to banking, budgeting, and finance.
Please list any current civic and/or community participation you may be involved with, in the space below. Include and public boards or advisory boards you may have served on.

DISCLAIMER AND SIGNATURE

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

Signature **Dewayne Lott**

Digitally signed by Dewayne Lott
Date: 2023.06.24 14:33:56 -04'00'

Date

FOR OFFICE USE ONLY

The applicant lives within: ☐ Town Limits ☐ ETJ ☐ Planning Area

Committees/Boards applicant is qualified, listed in order of preference:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

APPENDIX A - DESCRIPTIONS

Planning and Zoning Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town and is appointed by the County. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for two years. The Planning and Zoning Board typically meets the 3rd Tuesday of every month at 6pm.

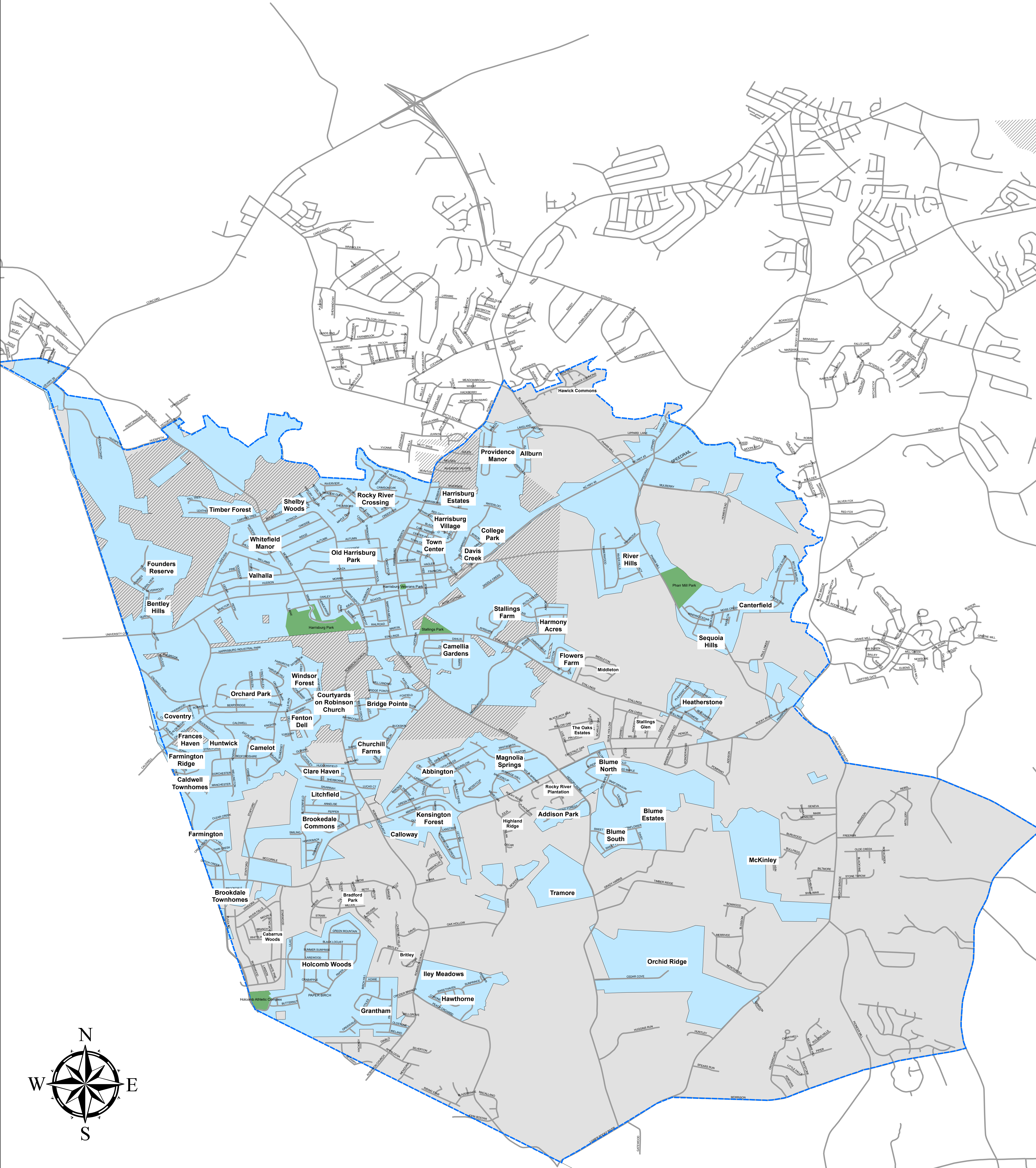
Planning and Zoning Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town and is appointed by the County. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for two years. The Planning and Zoning Board typically meets the 3rd Tuesday of every month at 6pm.

Harrisburg Arts, Culture Heritage Committee

The Town of Harrisburg Arts, Culture & Heritage Committee, a sub-committee of the Parks and Recreation Advisory Board, provides a voice, specific for the Arts, Culture and Heritage of the Harrisburg community. The Committee consists of seven individuals who live in the local community and have interest in supporting and preserving programs, events, history & heritage, culture and the arts of Harrisburg. Six members of the Board reside in the Town of Harrisburg, and up to one member may reside in the Planning Area for Harrisburg. Through monthly meetings, information obtained from the Arts, Culture and Heritage Committee is provided to Harrisburg Parks & Recreation Advisory Board and Town Council to help make informed decisions that support the arts, culture and heritage of the community. The Committee typically meets the 1st Monday of each month at 6pm at Harrisburg Town Hall.

Further detail of any of the above Boards and Committees can be found on the Town's website, www.harrisburgnc.org.



Town of Harrisburg North Carolina

0 0.25 0.5 1 1.5 2 Miles

Legend

- Harrisburg Town Limits
- ETJ Boundary
- Harrisburg Planning Area
- Harrisburg Parks
- Cabarrus County

TOWN OF HARRISBURG COMMITTEE & ADVISORY BOARD APPLICATION

Please select all that may apply, that you may be willing to serve on. Further, rank each selected in order of preference, with 1 being the most preferred:

- | | | |
|-------------------------------------|-----------------|--|
| ☐ | Rank # _____ | Planning and Zoning Board (Full Member) |
| ☐ | Rank # _____ | Planning and Zoning Board (ex-officio, non-voting, sustainability) |
| ☒ | Rank # <u>2</u> | Parks and Recreation Advisory Board (Full Member) |
| ☐ | Rank # _____ | Parks and Recreation Advisory Board (ex-officio, non-voting, sustainability) |
| ☒ | Rank # <u>1</u> | Harrisburg Arts, Culture and Heritage Committee (Full Member) |
| ☐ | Rank # _____ | Harrisburg Arts, Culture and Heritage Committee (ex-officio, non-voting, sustainability) |

QUALIFICATIONS

If applying for an ex-officio, non-voting, sustainability position, please list those qualifications that would be applicable for the position.

Please complete the form below and return to Town Clerk, Town of Harrisburg at PO Box 100, Harrisburg NC 28075 or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION

Name Larissa Mañón Mervin		Date June 17, 2023
Address 9112 Kensington Forest Dr.		Apartment/Unit #
City Harrisburg	State NC	Zip 28075
Phone 919-931-1856	Email Address lmervin12@gmail.com	
Are you able to attend regularly scheduled nighttime meetings once a month? YES ☒ NO ☐		
How long have you lived in Harrisburg or within the Planning Area? 2 years		
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain?		

REFERENCES

Please list three references.

Name Suzanne Canali		Relationship Agency Partner
Company Safe Alliance	Phone 704-999-3738	
Address skcanali@gmail.com		
Name Heather Bankert		Relationship Former Managing Attorney
Company Charlotte-Mecklenburg Schools	Phone 828-460-7510	
Address heseals@yahoo.com		
Name Kelly Carroll		Relationship Colleague
Company Legal Aid of NC	Phone 917-843-7660	
Address KellyC2@legalaidnc.org		

EMPLOYMENT			
Company 1 Legal Aid of North Carolina		Phone ()	
Address 5525 Albemarle Rd. Ste 100		City / State Charlotte NC 28212	
Job Title Managing Attorney			
Responsibilities Manage LANC-Charlotte; represent income-eligible clients in a variety of practice areas			
Dates	From 2016	To present	
Company 2 Triange Family Services		Phone ()	
Address 3937 Western Blvd.		City / State Raleigh NC	
Job Title Visit Facilitator			
Responsibilities Supervised child visitation for families in crisis			
Dates	From 2013	To 2016	

EDUCATION	
School Quinnipiac University School of Law	From 2008 To 2011
Degree Juris Doctorate	Major
Additional Information UNC School of Law (visiting student 2010-11) and UNCG (Sociology) 2008	

ADDITIONAL COMMENTS
Provide a brief statement outlining why you wish to serve on a Town Committee or Advisory Board.
I currently serve our nation, state, and Mecklenburg county in various capacities and boards through my role at work. While I thoroughly enjoy those opportunities and plan to continue in those roles, I want to apply my skillset to serve the needs of our community and the place my husband and I have chosen to call home. I am passionate about the arts and would welcome the opportunity to serve on the council in that way and give back to Harrisburg and Cab. Co.
Based on what you know about Town Committees and Advisory Boards, what skills and abilities can you offer that will make those Town Committees and Advisory Boards better?
I am familiar with serving on advisory boards. I currently serve in the American Bar Association, North Carolina Bar Association, and Mecklenburg Co. Bar Association. I also manage the operations and personnel for the largest Legal Aid office in the state. I am familiar with budgets, grants, programming, development, and administration. I work hard and also work to build coalition amongst various groups to accomplish a goal and plan. I believe I can do that in this role.
Please list any current civic and/or community participation you may be involved with, in the space below. Include and public boards or advisory boards you may have served on.
American Bar Association - House of Delegates; YLD Parents in Practice Co-Chair; YLD Scholar North Carolina Bar Association - Board of Governors, Family Law Section Council, & Pro Bono Committee Mecklenburg Co. Bar Association - Board of Directors Cabarrus Co. Bar Association - Member

DISCLAIMER AND SIGNATURE

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

Signature



Date 6/17/2023

FOR OFFICE USE ONLY

The applicant lives within: ☐ Town Limits ☐ ETJ ☐ Planning Area

Committees/Boards applicant is qualified, listed in order of preference:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

APPENDIX A - DESCRIPTIONS

Planning and Zoning Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town and is appointed by the County. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for two years. The Planning and Zoning Board typically meets the 3rd Tuesday of every month at 6pm.

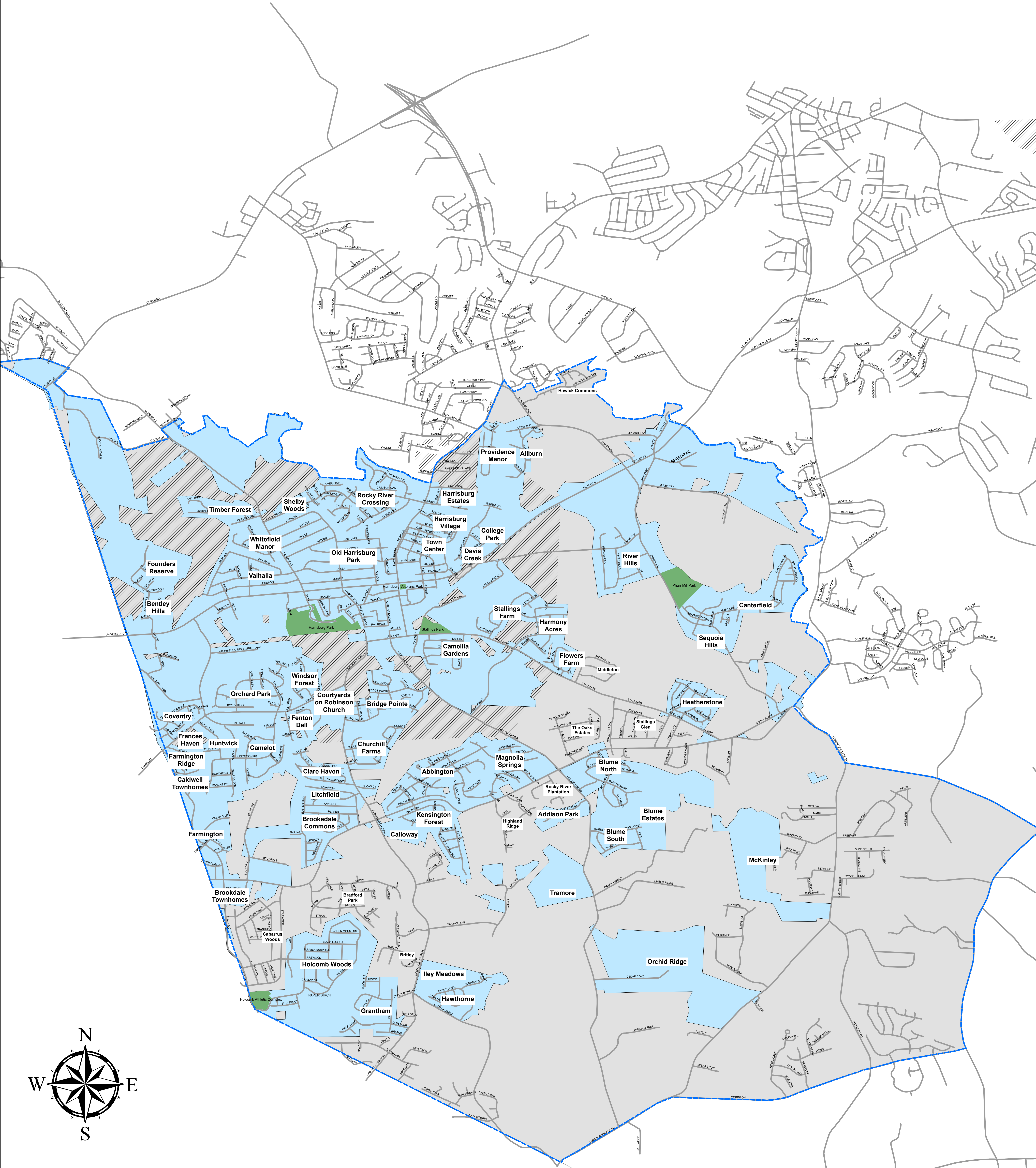
P..... Board

.....
.....
.....
.....
..... is provide to Harrisburg Town Council to help make informed decisions that support the community. The Advisory Board typically meets the 4th Monday of each month at 6pm at Harrisburg Town Hall.

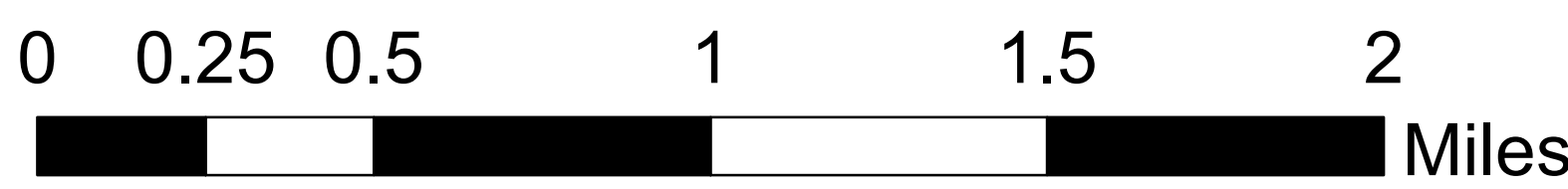
Harrisburg Arts, Culture Heritage Committee

The Town of Harrisburg Arts, Culture & Heritage Committee, a sub-committee of the Parks and Recreation Advisory Board, provides a voice, specific for the Arts, Culture and Heritage of the Harrisburg community. The Committee consists of seven individuals who live in the local community and have interest in supporting and preserving programs, events, history & heritage, culture and the arts of Harrisburg. Six members of the Board reside in the Town of Harrisburg, and up to one member may reside in the Planning Area for Harrisburg. Through monthly meetings, information obtained from the Arts, Culture and Heritage Committee is provided to Harrisburg Parks & Recreation Advisory Board and Town Council to help make informed decisions that support the arts, culture and heritage of the community. The Committee typically meets the 1st Monday of each month at 6pm at Harrisburg Town Hall.

Further detail of any of the above Boards and Committees can be found on the Town's website, www.harrisburgnc.org.



Town of Harrisburg North Carolina



Legend

- Harrisburg Town Limits
- ETJ Boundary
- Harrisburg Planning Area
- Harrisburg Parks
- Cabarrus County