



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

**October 9, 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. Strategic Economic Development Plan (SEDP)

- 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 September 11, 2023 Town Council Meeting
- B. Consider the minutes of the September 11, 2023 Closed Session.
- C. Call for Public Hearing for the Town's Water Shortage Response Plan Update
- D. Consideration to Surplus the Town's Freightliner Brush Truck and CAT 308E2 Excavator
- E. Consideration of Contract to upgrade Fire SCBA Cascade System Capital Purchase

- F. Consideration of FY2024 Budget Ordinance Amendment to recognize Insurance Proceeds and Related Expenditures
- G. Consideration of Purchase Contracts with Piedmont Truck Center for vehicle purchases

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-2021-06-R: Iley Meadows Development Agreement - Consider adoption of Development Agreement between the Town of Harrisburg and DRB Group, LLC

6. NEW BUSINESS

- A. Consideration of Budget Amendment for Sod for Harrisburg Park Fields
- B. Consideration of County-Appointed ETJ Planning Board Member

7. ACTION ITEMS

8. CLOSED SESSION

9. ADJOURNMENT

Vision Statement

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

Mission Statement

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



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the September 11, 2023 Town Council Meeting

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the September 11, 2023 Town Council Meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. September 11 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, SEPTEMBER 11, 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, Rick Russo, Ian Patrick, Altyn Cotell

ABSENT: Councilmember Mike Thevenin

**1A.
ZOOM NOTIFICATION**

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

**1B.
AGENDA ADOPTION**

MOTION:

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

**1C.
INVOCATION**

Mayor Pro-Tem Price conducted the invocation.

**1D.
PLEDGE OF ALLEGIANCE**

**1E.
SPECIAL PRESENTATIONS**

None

**1F.
PUBLIC COMMENT**

- Michael Branham, 5662 Berry Ridge Drive, Harrisburg – suggested doing a budgeted billing for water bills
- Gene Cochrane, 3533 Winslow Green Drive, Charlotte – Harrisburg Retirement Residence – owner of the property in question for this project. Spoke in favor of the project.
- Peter Friedrick – concerns about Indian groups (RSS, HSS) that may approach Council. Urged Council to research before interacting with them.

**2.
CONSENT AGENDA**

- A. Consider the minutes of the August 14, 2023, Town Council Meeting
- B. Consider the minutes of the August 14, 2023, Closed Session
- C. Amendments to the Rules of Procedure for the Planning and Zoning Board and the Board of Adjustment
- D. Consider FY2023 Budget Ordinance Amendments for End-of-Year transfers
- E. Consider approval of First Amendment to WSACC & Member Jurisdiction Interlocal Agreement

- F. Consider acceptance of Asphalt, Storm Drainage, Water and Sewer Systems in Holcomb Woods Phase 2

MOTION:

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

3A.

COMMUNICATIONS

Town Manager Report

- Thanked Captain Mesimer and the Sheriff's Department for their handling of the shooting events over the Labor Day weekend.
- Fire Department Personnel Update – The eleven vacancies we had have been reduced to four now and we also have contingent offers out to fill three more, which will only leave us with one vacancy. We started a new marketing campaign about 60 days ago, so these are impressive results. The leadership at the Fire Department is doing a great job. We will have three new positions as of the beginning of 2024 and will work to fill those as quickly as possible.
- Train Station Update – Since the inception of this project, the cost has increased about 50%, so there is a funding gap. We are looking into all possibilities to find that funding. The location is approved, just waiting to finalize MOU, find funding, and have the liability issues settled. That part is between Norfolk Southern and the State.
- School traffic issues have resolved themselves.
- Town Center Overnight Parking – looking at getting the signage up so we can enforce this.

3B.

COMMUNICATIONS

Finance Report

Finance Director Brian Lee presented the Finance report.

3C.

COMMUNICATIONS

Law Enforcement Report:

Captain Measimer presented the Law Enforcement report. Addressed the shootings that happened over the Labor Day weekend. No one was injured, and no one has been arrested yet, but it is an active investigation. Will bring more information as the investigation progresses.

3D.

COMMUNICATIONS

Fire Department Report:

Fire Chief Dunn presented the Fire Department report.

3E.

COMMUNICATIONS

MAYOR'S COMMENTS

- Thanked Parks and Recreation staff for another great Rockin the Burg event.
- The Town's 50th Anniversary celebration coming up on October 14th from 2pm – 9pm. Scotty McCreery will be performing, we will have the World's Largest Bounce House, and a drone show at the end of the evening.
- The 5th annual Multicultural Festival will be held this Saturday. Looking forward to that.
- Welcomed two new businesses to Town – Dunkin Donuts out at Farmington and Tropical Smoothie Cafe in the Lowes Food shopping center.
- Thrilled to attend the third birthday for One Can – you may remember last fall we added a Blessing Box at the Methodist Church off of 49 – they do such a great job of distributing food to those with food insecurities and provide snack packs for all of the schools in Cabarrus County. It was nice to meet with them and see their new facility off Derita Road
- Attended the Advisory Board recognition dinner recently along with Councilmember Dellinger. Thankful for all those who volunteer their time to serve the Town.

- Attended the dedication of the new barn at Frank Liske recently and was impressed by the attention to detail and the history of the barn was incredible.
- Currently taking part in the latest Leadership Cabarrus Class. Excited to be part of this.
- Spoke at Hickory Ridge Middle School recently about the importance of voting as they were voting for their class officers. Over 800 students voted, which was very impressive.

3F.

COMMUNICATIONS

COUNCIL COMMENTS

Councilmember Dellinger

- On September 23 the Lions Club will hold a pancake breakfast followed by a BBQ and will be having a yard sale at the same time.

Councilmember Smith

- Urged Council to go by the Traymore site and see how they have clear cut all the trees on that property. Our Heritage Tree Ordinance protects those trees, but we need to do more to protect some of the other trees and prevent this clear cutting.
- Excited about the upcoming 50th Anniversary Celebration, but also a bit scared. The news outlets are covering it and have heard some talk about people potentially camping out in order to make sure they get a seat at the concert. Jim Spina, Parks and Recreation Director, stated they are aware of some of this and are on top of it.

Town Manager

- Forgot to introduce our new Town Engineer, Mary Herington. She and her husband moved here from New York and he is a teacher at Hickory Ridge High School. Mary graduated from the University of Buffalo and was most recently the Town Engineer for Webster, NY. We are very excited to welcome her to the Town of Harrisburg.

4A.

PUBLIC HEARING

H-2023-02-TA: Consider UDO text amendment to Section 144.03 – Legislative and Quasi-Judicial Bodies. The Town Council adopted modified rules of procedure for the Planning and Zoning Board and the Board of Adjustment that changed the operational framework for the boards as well as terms length and limits. These modifications are the impetus for this text amendment to ensure consistency between the Unified Development Ordinance (UDO) and adopted Rules of Procedure (ROP).

The Planning and Zoning Board heard this request at its August 15, 2023, public meeting. After receiving the report and deliberations, the Board unanimously approved a motion to:

1. Approve the text amendment as presented and transmit a recommendation to approve to the Town Council; and
2. Make the required findings that this petition is consistent with Common Decision Criteria found within Section 145.01.07 and 145.03.01 of the UDO and the HALUP because:
 - It is necessary to establish clear appointed board regulations consistent with the adopted rules of procedure approved by Town Council; and
 - It is consistent with goal LU-7 of the Harrisburg Area Land Use Plan (HALUP) because the actions of these boards carry out the implementation of local land development regulations, one of the most effective tools for accomplishing the future vision within the planning area.

Having received the P & Z Board recommendation, staff is requesting that Town Council conduct a public hearing and render a decision.

The public hearing was opened.

Speaking: none

The public hearing was then closed.

After some discussion, the following action was taken:

MOTION:

Councilmember Dellinger made a motion to approve text amendment H2023-02 TA as presented. Second was made by Councilmember Patrick. **The motion passed 6-0.**

The Following Consistency Statement was then proposed:

CONSISTENCY STATEMENT:

Text Amendment H-2023-02-Tais consistent with the applicable Common Decision Criteria found within Section 145.01.07 and 145.03.01 of the UDO because:

- It is necessary to establish clear appointed board regulations consistent with the adopted rules of procedure approved by Town Council; and
- It is consistent with goal LU-7 of the Harrisburg Area Land Use Plan (HALUP) because the actions of these boards carry out the implementation of local land development regulations, one of the most effective tools for accomplishing the future vision within the planning area.

MOTION:

Councilmember Dellinger made a motion to approve the Consistency Statement as presented. Second was made by Mayor Pro-Tem Price. **The motion passed 6-0.**

4B.**PUBLIC HEARING**

H-2021-06-R: Iley Meadows- DRB Group – Consider adoption of Development Agreement between Town of Harrisburg and DRB Group. On June 13th, 2022, the Town Council approved a conditional rezoning request for a 71-lot single-family residential development, located at the northeastern corner of the Robinson Church Road and Peach Orchard Road intersection. As part of this approval, the developer is responsible for meeting the conditions of approval as noted on the approved rezoning plan and “Preliminary Plat” for the Iley Meadows Subdivision, dated October 3, 2022, as follows:

The Developer shall be fully responsible for the following:

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 primary 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 and/or other materials must extend to the ground level on all sides of the homes.
4. Applicant agrees to the mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
5. 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.
6. 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.
7. Applicant agrees to fence surrounding detention pond shall be vinyl 4-rail farm fence, preferably white.
8. Applicant agrees to pay agreed upon fee-in-lieu of required common open space.
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 have garages setback a minimum of 30’ from public sidewalk/right of way to allow for enough parking space and not have the vehicle spill over to sidewalk.
12. Applicant agrees that there will be no more than 10% of the residential units as rentals at any given time and will be restricted as such by the deed restrictions.

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

The applicant called today and requested that this decision be deferred until next month, but after consulting with our attorney, we feel we can go ahead with the public hearing tonight even though we will defer the final decision.

The public hearing was opened.

Speaking: none

The public hearing was then closed.

After some discussion, the following action was taken:

MOTION:

Mayor Pro-Tem Price made a motion to defer decision on H2021-06 Iley Meadows – DRB Group Development Agreement until next month. Second was made by Councilmember Cotell. **The motion passed 6-0.**

4C.

PUBLIC HEARING

Consider Extension of Harrisburg-Midland Annexation Agreement. The Town currently has a 20-year “Annexation Agreement” with the Town of Midland with a start date of July 12, 2004, and 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. Accordingly, Town Attorney Koch has drafted a 10-year extension of that Agreement, from July 12, 2024 to July 12, 2034. 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.

A call for a Public Hearing was approved by the Town Council at its August 14th meeting.

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 “Amendment to and Extension of Annexation Agreement Between Harrisburg and Midland” from July 12, 2024 to July 12, 2034. Second was made by Councilmember Cotell. **The motion passed 6-0.**

5A.

OLD BUSINESS

H2022-16 R Harrisburg Retirement Residence. The Planning and Zoning Board considered request for conditional rezoning at its May 16th meeting and after deliberations, made the required findings to recommend approval of the project, subject to staff recommended conditions. **NOTE:** The primary concern of the Planning and Zoning Board was with traffic safety (left-turning movements leaving the site) and need for connectivity to Brookdale Shopping Center.

A public hearing was held on July 10th. Concerns were voiced regarding the applicant’s request to provide payment in-lieu of roadway improvements, pedestrian connection and possible vehicle speeding through the roadway connection into the Brookdale Shopping Center, At Town Council’s August 14th meeting the applicant requested a continuation of their request for rezoning. Town Council voted to continue the rezoning until their September 11th meeting.

Since the public hearing, the applicant has modified their plans to address concerns as follows:

- Roadway improvements to be installed on Rocky River Road, consisting of the extension of travel lane from Stafford Road across property frontage, with no left turns allowed leaving the site heading west
- Connection to the Brookdale Shopping Center to include a pedestrian access and a speed bump within the access driveway as a traffic control measure

PROJECT 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 improvements to Rocky River Road along the property frontage (extending in front of the Bojangles property) consistent with the site plan, dated July 27, 2023, in conjunction with development of the site.

After some discussion, the following action was taken:

MOTION:

Councilmember Russo made a motion to approve H2022-16 Harrisburg Retirement Residence. Motion died for lack of a second.

MOTION:

Councilmember Cotell made a motion to deny H2022-16 Harrisburg Retirement Residence. Second was made by Councilmember Smith. **The motion passed 5-1 (Councilmember Russo voting against).**

The following Consistency Statement was then proposed:

CONSISTENCY STATEMENT:

Based on the staff report, staff presentation and testimony of the applicant, the request for rezoning is not consistent with the Harrisburg Area Land Use Plan and therefore not reasonable or in the public interest.

MOTION:

Councilmember Smith made a motion to approve the Consistency Statement as proposed. Second was made by Councilmember Dellinger. **The motion passed 5-1 (Councilmember Russo voting against).**

5B.

OLD BUSINESS

Food Truck Discussion. The Town Council discussed existing Food Truck regulations at its August 14th public meeting and determined the regulations need to be clarified and strengthened. The Council asked that staff bring back a rough draft of the changes prior to formal presentation to the Planning Board.

Proposed “Food Truck” modifications:

- The ability to have a “food truck court” as an accessory use was removed. A food court is a semi-improved area that allows for two or more food trucks to operate in a fixed location, by right. There still is the possibility of more than one food truck on a site at a time, as a temporary use and approved by Special Use Permit.
- The maximum consecutive days on a site is three days with a minimum of a 30-day period between permits on the same site. Flexibility is offered for businesses that may need more consecutive days and increased frequency between permits by obtaining a Special Use Permit.

Performance standards were added in the area of:

- Noise

- Placement and Removal
- Waste discharging
- Hours of operation
- Compliance with other state, local, county regulations, including food and beverage tax regulations.

It should be noted that while reviewing Sections 140.04.07 and 140.04.08 of the UDO, staff noted the following sections also needed amendment:

- Portable storage containers – this section as written, lacks clarity for implementation.
- Sidewalk vendors – This section would have allowed sidewalk vendors as a temporary use on public sidewalks. This section is proposed to be amended by adding more local control.
- Correction of various cross-references.

Discussion surrounded special use permitting, where the food trucks can go and for how long. Shelley DeHart, Assistant Planning Director, addressed many of Council concerns.

NEXT STEPS:

Based on Council input, staff will revise text amendment and present to Planning and Zoning Board at their September 19th meeting. Staff will then schedule a public hearing for October 9th Council meeting for consideration of final adoption.

6A.

NEW BUSINESS

Consider approval of a contract with McGill Associates to prepare a Parks & Recreation Comprehensive Master Plan for the Town and the related FY2024 Budget Ordinance Amendment. In June of this year, the Town released an RFQ for firms to submit their qualifications to provide the Town with a Comprehensive Parks & Recreation Master Plan. Seven firms inquired with five turning in submittals. Four firms were interviewed, and McGill Associates was the final choice based on their presentation, experience and references. The total cost of the contract with McGill Associates is \$65,000. The FY2023 Budget Ordinance provided authorization of \$50,000, which was not placed under contract during that fiscal year. As of June 30, 2023, the budget authorization expired and must be reappropriated for FY2024. The included FY2024 Budget Ordinance amendment appropriates \$65,000 of General Fund contingency funds. The current balance of contingency funds is \$539,000, which would be reduced to \$474,000 for the remainder of FY2024 if approved.

After some discussion, the following action was taken:

MOTION:

Mayor Pro-Tem Price made a motion to approve a contract with McGill Associates for a Parks & Recreation Comprehensive Master Plan at a cost of \$65,000. Second was made by Councilmember Cotell. **The motion passed 6-0.**

MOTION:

Councilmember Cotell made a motion to approve the budget ordinance amendment associated with the contract with McGill Associates for a Parks and Recreation Comprehensive Master Plan. Second was made by Mayor Pro-Tem Price. **The motion passed 6-0.**

6B.

NEW BUSINESS

Consider appointment to the Harrisburg Parks & Recreation Advisory Board. Four residents applied for the Advisory Board position left vacant when Mike Thevenin became a member of the Town Council. Interviews were held by Councilmember Cotell and Parks & Recreation Director Spina on August 21st and Chris Faw was chosen to fill the vacancy. He will serve from September 12th, 2023, until June 30th, 2024.

After some discussion, the following action was taken:

MOTION:

Made a motion to approve the appointment of Chris Faw to the Parks & Recreation Advisory Board for the term of September 12th, 2023, to June 30, 2024. Second was made by Councilmember Cotell. **The motion passed 6-0.**

6C.

NEW BUSINESS

Presentation and Discussion of Paid Event in Harrisburg Park. Boo Bash is the first proposed paid use of Harrisburg Park's amphitheater and lawn by a private organization. The October 28th Halloween-themed event is a musical program with three bands along with food and drink vendors and will run from 6:00-11:00. It is being hosted by SSL Productions which is the company the Town uses for its audio/video/lighting needs for all of our events in the Park. The event will be covered by security from our law enforcement (paid directly by SSL) and all cleanup and other event functions are the responsibility of SSL as well. This event will result in \$10,000 of income for the Town for the rental of the Harrisburg Park amphitheater.

This event has now been postponed and will not happen this fall. Discussion was then held concerning how these types of events work going forward. Concerns were brought up by Council about the risks of having paid events in the park that we are not in control of. Management and staff will go back and take a look at the guidelines and rules for these events in order to determine whether we should continue to offer this option. In the meantime, rentals of fields and the amphitheater will be suspended.

7.

ACTION ITEMS

- Look into budgeted billing program for water bills
- Remove signs at the Sam's Car Wash site
- Review tree ordinance
- Update on Cookout, YMCA
- Investigate RSS, HSS group

8.

CLOSED SESSION

MOTION:

Councilmember Smith made a motion to go into Closed Session to discuss personnel and legal matters. Second was made by Councilmember Dellinger. **The motion passed 6-0.**

MOTION:

Upon returning from Closed Session, Councilmember Patrick made a motion to return to regular business. Second was made by Mayor Pro-Tem Price. **The motion passed 6-0.**

8.

ADJOURNMENT

MOTION:

There being no further business, Councilmember Smith made a motion to adjourn the meeting. Second was made by Mayor Pro-Tem Price. **The motion passed 6-0.**

ATTEST:

Jennifer Teague, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the September 11, 2023 Closed Session.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the September 11, 2023 Closed Session.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Call for Public Hearing for the Town's Water Shortage Response Plan Update

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

Motion to set a public hearing for the November 13, 2023 Town Council meeting for the Town's Water Shortage Response Plan

Description/Background:

Approximately every five years, or when there are significant changes to the plan, the Town reviews, updates and has Council approve the Water Shortage Response Plan (WSRP). This plan outlines the related public water supplies, the procedures of the Plan, conservation policy, water use classes, drought response triggers and phased water reductions, and enforcement penalties and rates. This plan was last approved in 2018. The plan includes changes per the State's request that a public comment section and variance policy be added.

The State has reviewed the revised plan and approved it accordingly on September 15, 2023.

Recommendation:

Staff recommends that Council set a public hearing for comments on the proposed Water Shortage Response Plan, consistent with the State's expectations and the updated plan, to be held in November.

Fiscal Impact:

There is no direct fiscal impact related to this plan or related to holding a public hearing for comment on the plan.

Attachments:

1. Town of Harrisburg - WSRP - 9-15-2023

Water Shortage Response Plan (WSRP)

AFFECTED PUBLIC WATER SUPPLIES:

Town of Harrisburg (PWSID# 01-13-025)
Providence Manor SD (PWSID# 20-13-026)
Brookdale Development (PWSID#20-13-008)

I. HARRISBURG WATER SHORTAGE RESPONSE PLAN PROCEDURE

The mayor, or an agent designated by the mayor, shall declare a water shortage and institute the provisions of this plan. Upon the declaration of a water shortage, a press release will be forwarded to the following media outlets: The Independent Tribune (704-782-3155) and The Charlotte Observer (704-358-5000). The Town of Harrisburg's (PWSID# 01-13-025) Providence Manor S/D (PWSID 20-13-026) water systems will mirror the water use reduction measures enacted by the City of Concord. When Concord declares a water shortage Harrisburg will do so in a timely manner as well. The Brookdale Development (PWSID# 20-13-008) water system will mirror the water use reduction measures enacted by Charlotte-Mecklenburg Utility.

II. HARRISBURG YEAR-ROUND WATER CONSERVATION POLICY

The Town of Harrisburg's Council and Mayor encourage all municipally supplied water users to always use water efficiently. Public outreach and education consist of the following activities:

- Independent mailings to high volume users Billing inserts to all customers
- Flyers, handouts, and the Town's social media
- Newspaper ads
- Presentations or workshops
- Town Website

The Town's Public Works Department will monitor regional water resource conditions through the North Carolina Department of Natural Resources (NCDENR) Division of Water Resources (DWR) Drought Monitor (<http://www.ncwater.org/DroughtMonitoring/>). When the Drought Monitor indicates Impending drought conditions the Public Works Department will increase monitoring of water demand and the available supply of water. The findings will be reported to the mayor. In the event of a declaration of a water shortage by the Mayor, the Public Works Department will submit a weekly report to the mayor.

III. HARRISBURG WATER USE CLASSIFICATION

To aid the implementation of this plan the following classes of water use have been established:

CLASS I: ESSENTIAL POTABLE WATER USES

- Domestic - Water to sustain human and domestic pet life; maintain hygiene and sanitation standards.
- Patient Care - Patient care and rehabilitation, including swimming pools used for patient care and rehabilitation as prescribed by medical personnel.
- Public Use - Firefighting and approved flushing of sewers and hydrants to ensure public health and safety.

CLASS II: SOCIALLY/ECONOMICALLY IMPORTANT POTABLE WATER USES

- Domestic - Minimal use for kitchen, bathroom, and laundry; minimal watering of vegetable gardens and trees to preserve them.
- Public Use - Filling and operation of public swimming pools, which serve more than twenty-five residents.
- Commercial - Commercial vehicle washes and laundromats; restaurants and hotels, irrigation of golf course greens, watering by commercial nurseries at a minimum level to maintain stock, minimum amount required to maintain essential cooling operations.
- Agricultural - Minimum amount required to maintain crops, livestock, and associated activities.
- Industrial - Minimum use necessary to operate production facilities and maintain jobs, minimum amount required to maintain essential cooling operations.
- Institutional - Efficient use by schools, churches, and government facilities.

CLASS III: NON-ESSENTIAL POTABLE WATER USES

- All - Ornamental uses (fountains, reflecting pools, artificial waterfalls, etc.); Residential lawn irrigation; Non-commercial washing of motor vehicles; Wash-down of impervious surfaces; Filling and operation of recreational swimming pools serving less than 25 residents.
- Public Use - Gardens, lawns, parks, golf courses (except greens), town playing fields and recreational areas.
- Commercial - Serving water in restaurants except by request.

IV. DROUGHT RESPONSE TRIGGERS AND PHASED WATER USE REDUCTIONS *(Please see attached document referencing City of Concord's response triggers)*

When the following water supply thresholds (TRIGGERS) are reached, the mayor shall initiate the following PHASE reduction measures as outlined under the corresponding RESPONSE heading. Each PHASE shall last a minimum of 30 days.

PHASE I: VOLUNTARY WATER USE REDUCTION MEASURES

TRIGGERS:

- Drought Monitor indicates abnormally dry or moderate drought in the area. Static water levels drop more than 20% below normal.
- When Concord declares a water shortage.

RESPONSE:

- The mayor shall declare a Water Shortage Advisory. Discretionary public notification and distribution of water conservation tips.
- Request voluntary conservation for all users in the system. Request CLASS III use be reevaluated.
- Commercial and Industrial water customers shall prepare a 25% Water Use Reduction Plan within 30 days of a Water Shortage Advisory declaration.

PHASE II: MANDATORY WATER USE REDUCTION MEASURES

TRIGGERS:

- Drought Monitor indicates moderate or severe drought in the area. Static water levels drop more than 40% below normal.

RESPONSE (in addition to previous measures):

- The mayor shall declare a Water Shortage Alert.
- Enforce a system-wide 25% water use reduction goal including Industrial and Commercial plans).
- Mandatory public notification.
- Restrict non-commercial car washing & residential lawn irrigation to two days per week between 6 pm - 8 am.
- Ban all non-commercial pressure washing and wash-down of impervious surfaces.
- Ban the filling of newly constructed or recently drained pools.
- Restrict watering of public recreational areas to one day per week between 6 pm - 8 am.
- All non-public hydrants use by permit only.
- Ban ornamental uses.

PHASE III: EMERGENCY WATER USE REDUCTION MEASURES

TRIGGERS:

- Drought Monitor indicates severe or extreme drought in the area. Static water levels drop more than 40% below normal.
- Failure of PHASE II measures to result in a 25% reduction in demand.

RESPONSE (in addition to previous measures):

- The mayor shall declare a Water Shortage Emergency. Mandatory public notification.
- Ban all CLASS III uses.
- Request additional conservation from CLASS I users. Enact advanced restriction pricing with fines for overuse.
- Restrict personal vegetable garden irrigation to two days per week between 6 pm- 8 am. Ban all landscape irrigation (including golf course greens, school grounds, residential). Ban all recreational use.

V. HARRISBURG ENFORCEMENT PENALTIES

FIRST OFFENSE (One-week minimum correction period):

- PHASE I: Notice of Violation (NOV)
- PHASE II: Notice of Violation (NOV) and \$50 Fine
- PHASE III: \$100 Fine

SECOND OFFENSE (One-week minimum correction period):

- PHASE I: Notice of Violation (NOV)
- PHASE II: \$100 Fine
- PHASE III: \$350 Fine

THIRD OR MORE OFFENSE (One-week minimum correction period):

- PHASE I: Notice of Violation (NOV)
- PHASE II: \$250 Fine
- PHASE III: Water Service Disconnection & Associated Reconnection Fees

VI. HARRISBURG RESIDENTIAL & NON-RESIDENTIAL CONSERVATION RATES

- PHASE I: Normal water billing rates apply Notice of Violation (NOV)
- PHASE II: All connections that fail to meet reduction goals will be charged two times the normal water billing rate.
- PHASE III: All connections that fail to meet reduction goals will be charged four times the normal water billing rate.

VII. HARRISBURG STRATEGY FOR RETURN TO NORMAL OPERATIONS

PHASE reduction measures will expire in reverse order once the water supply has returned to normal. Each PHASE shall last a minimum of 30 days.

VIII. HARRISBURG PROCEDURE FOR PUBLIC COMMENT

Customers will have an opportunity to comment on the provisions of the WSRP. A public comment period will be scheduled one month prior to an adoption vote by the Town Council. The Town Council will hold a public hearing, review the WSRP, and approve. The Council meets every month, and the Council meetings are open to the public and the location and time are displayed publicly.

IX. HARRISBURG WSRP VARIANCE PROTOCOLS

The Town of Harrisburg understands that water restrictions can cause economic hardships on certain portions of its water customers; additionally, the restriction could be infeasible for others that have implemented water use reduction strategies into their daily practices prior to drought conditions being in place. Variances will be considered for those showing proof of economic hardship, public health care facilities, or those that have previously implemented and documented water use reduction strategies such that achieving further water reduction goals may not be achievable. Variance requests should be directed in writing to the Public Works Director.

The Public Works Director, or her designee, will present the variance to council to issue a ruling on the variance.

X. HARRISBURG WSRP EFFECTIVENESS:

The effectiveness of the Town's WSRP will be determined by comparing the stated water conservation goals with the observed water use reduction data. Other factors to be considered include frequency of the plan's implementation, total number of violation citations, desired reductions attained and the evaluation of demand reductions compared to the previous year's seasonal data.

XI. HARRISBURG WSRP REVISION POLICY:

The WSRP will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of the Town's Local Water Supply Plan. The Town's Public Works Director or designee is responsible for initiating all subsequent revisions.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration to Surplus the Town's Freightliner Brush Truck and CAT 308E2 Excavator

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

Motion to declare the 2004 Freightliner Brush Truck with Nu-life Grapple Loader and the 2016 CAT 308E2 Excavator as surplus and to sell for minimum consideration of \$30,000 each.

Description/Background:

The Town purchased a new Brush Truck this year with the intention of surplussing and selling the existing Brush Truck. The existing brush truck was utilized until it was recently pulled to prepare for the auction. It is a 2004 Freightliner brush truck with a Nu-life grapple loader attachment and has 185,696 miles. The Brush truck was originally purchased in 2004 for \$84,400. The Public Works department intends to surplus the equipment for a fair value of \$35,000, with a minimum consideration of \$30,000 via GovDeal Auction site. This will leave a front line brush truck and a reserve 2018 brush truck as well.

The Town purchased a new excavator in FY2023 with the intention of surplussing and selling the existing 2016 excavator. The excavator was originally purchased for \$112,000 in 2016 and is expected to sell for around \$70,000 via the GovDeal Auction site. The Excavator is operational with no known issues.

Recommendation:

Staff recommends approval of the request to surplus this equipment.

Fiscal Impact:

The fiscal impact of this sales is combined revenue of approximately \$105,000 for the Town.

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract to upgrade Fire SCBA Cascade System Capital Purchase

Presenting Personnel:

Bryan Dunn, Fire Chief

Suggested Motion or Action:

Motion to approve the contract with Safe Air Systems to complete an upgrade to the SCBA cascade system for approximately \$58,900.

Description/Background:

The FY2024 Capital Improvement Plan includes an upgrade to the Rescue 32 (FD301) mobile air cascade system to accommodate newer higher pressure SCBA's & RIT Packs. Currently we have to go to other locations (Charlotte) to refill our RIT Packs due to the higher pressure (5500 psi) required, which exceeds our current system's capabilities. The update will also provide the necessary system needed to accommodate an upcoming SCBA replacement purchase.

Recommendation:

Staff recommends approving the attached contract with Safe Air Systems.

Fiscal Impact:

The fiscal impact to the Town is an expenditure of approximately \$55,000 toward the approved project budget of \$55,000. The additional approximately \$3,900 in sales tax is reimbursed by the State of NC and does not count toward the project's authorized budget. The total contract price is \$58,900.

Safe Air Systems, Inc. is the sole provider in NC for a system that is compatible with the Department's RIT packs.

Attachments:

1. Quote - Safe Air Systems



210 LABRADOR DR.
RANDELMAN, NC 27317

SALES & SERVICE CENTERS
SALES@SAFEAIRSYSTEMS.COM | SERVICE@SAFEAIRSYSTEMS.COM

OHIO - CORP HQ 614.864.1235	NORTH CAROLINA 336.674.0749	FLORIDA 352.629.7712	TENNESSEE 423.634.3184
INDIANA/KENTUCKY 614.986.1025	PENNSYLVANIA 412.564.5756	MICHIGAN 517.786.4060	ILLINOIS 217.768.4408



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REYNOLDSBURG, OH 43068

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QUOTE

Safe Air Systems
210 Labrador Drive
Randleman, NC 27317

Requested By: STEVEN GILL
Title: LOGISTICS OFFICER
Email:
SGILL@HARRISBURGNC.ORG
Phone: (704) 791-5789

Quote Date: 08/28/2023
Quote #: QUO-NC3767
Customer ID: 612457

Bill To
HARRISBURG FIRE DEPT
PO BOX 100
TOWN OF HARRISBURG
Harrisburg NC 28075
United States

Service Location
HARRISBURG FIRE DEPT
6450 MOREHEAD RD
TOWN OF HARRISBURG
HARRISBURG NC 28075
United States

Expires	10/27/2023
Terms	Net 30
Shipping Method	LTL Motor Freight
FOB	
Est Delivery Time	12 to 16 Weeks
Quote Total	\$58,828.60

Sales Rep Name
Richard Lee

Sales Rep Email
rlee@safeairsystems.com

Sales Rep Phone
(336) 645-8209

NOTE: Unless otherwise stated below, our quotes do not include the offloading, uncrating, or placement of compressors or fill stations. Customers are responsible for the wiring to or into an electrical compressor and to the electrical supply. Warranty is as proposed.

ITEMS QUOTED MAY BE ON NEXT PAGE:

Item	Quantity		Description
Bauer Warranty - 5 Year			5 year bumper to bumper warranty on the fill station. Customer required to use Safe Air Systems / Breathing Air Systems as your service provider for the first 5 years. If at anytime you have another company perform any work the warranty would be void.
CFS5.5-2S-7K	1		Fill Station - BAUER- Class 2 -2 position fill station with control valve-adjustable regulator- relief valve, manual control valve and pressure gauge for each fill position. NFPA 1901 compliant. 5500 psi fill pressure. 7000 PSI inlet. Also includes side mount 4 bank ACP
50-BA001-3	104		#3 BREATHING AIR HOSE PER FOOT (4) 25 ft Hoses & (2) 2 ft Hoses

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FULL SERVICE | PARTS | AIR ANALYSIS PROGRAM | PREVENTIVE MAINTENANCE PROGRAMS

Item	Quantity		Description
10655-4-3	12		END, PARFLEX FEMALE
CUSTOM ASSY	1		Hardware kit for 7000 psi HP fittings for ASME cylinders in truck.
Shop Labor - SAS	34		Shop Labor - SAS
Comment			
Comment			
Comment			THIS QUOTE IS FOR A BAUER CFS5.5-2S/7K TWO POSITION FILL STATION WITH FILL CONTROLS AND 4 BANK SIDE MOUNT AIR CONTROL PANEL.
			WE WILL UPGRADE THE (6)ASME'S STORAGE CYLINDERS WITH HARDWARE FITTINGS AND HP HOSES TO HANDLE 7000 PSI AIR.
			*** THE STORAGE CYLINDERS WILL NOW HAVE A 3 TO 1 SAFETY FACTOR.
			CUSTOMER TO BRING THE TRUCK TO OUR SHOP IN RANDLEMAN, NC FOR EQUIPMENT TO BE INSTALLED AND UPDATED.
Comment			
Comment			
CFS5.5-3M	1		Three position CFS designed to be used in conjunction with a BAUER or Breathing Air Systems fill control panel supplied separately, as no fill controls are provided
Miscellaneous Equipment & Parts	1		Trade In of Customers Old Fill Station
Shop Labor - SAS	2		Shop Labor - SAS
Travel Labor - SAS	3		Travel Labor - SAS
Field Labor - SAS	3		Field Labor - SAS
Fuel Surcharge	1		Fuel Surcharge
Comment			

Item	Quantity		Description
Comment THIS QUOTE IS FOR A BAUER CFS5.5-3M THREE POSITION FILL STATION TO REPLACE YOUR CURRENT FILL STATION IN YOUR UNICUS SYSTEM. THE NEW FILL STATION IS RATED FOR FILL 5500 PSI SCBA CYLINDERS AND MEETS NFPA 1901 STANDARDS. WE WILL DELIVER & INSTALL THE NEW FILL STATION IN YOUR CURRENT UNICUS SYSTEM. *** WE HAVE ALLOWED FOR TRADE IN OF YOUR OLD FILL STATION AND WILL TAKE IT BACK WITH US.			

Subtotal	\$54,350.00
Shipping Cost (LTL Motor Freight)	\$630.00
Tax (%)	\$3,848.60
Total	\$58,828.60

PAYMENT TERMS: INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).

ALL PART RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE. SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.

NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING \$1,200.00. A WIRE FEE OF \$45.00 WILL BE ADDED TO ALL ORDERS PAID BY WIRE.

Quote Approved By: _____ (Print Name)

Approved By Signature: _____

Title: _____

Approved Date: _____

CUSTOMER REQUIREMENTS

Important Information

I agree to the following requirements to ensure a trouble-free delivery and installation of my new system:

OFF LOADING

In most situations Safe Air Systems will deliver your system and place it with a pallet jack. In order to do this you must provide a level off loading area as well as a level surface from the unloading area to the final system location. Please notify Safe Air Systems if your location is not conducive to unload and place your new system via pallet jack. The cost of a fork lift, if required, will be the responsibility of the customer and therefore must be provided by the customer. Delays in unloading equipment due to unloading issues may result in additional charges.

RECOMMENDED ELECTRICAL WIRING AND BREAKER FOR EQUIPMENT ON QUOTE NUMBER:

QUO-NC3767

Service Disconnect with Time Delay Fuse	Wire Size/Gauge	Phase/Power	Volts
---	-----------------	-------------	-------

CUSTOMER ELECTRICAL WIRING FOR MOTOR-DRIVEN SYSTEMS

- If your system is stationery, confirm that your available building power matches or will match the recommended electrical wiring and breaker for your new equipment.
- If your system is mobile, confirm that the generator/power supply on the truck matches the voltage and phase that you have ordered for your new system and that the generator is of sufficient rating to start electric motor
- Consult a qualified electrician to confirm your power for either a stationary or mobile system
- Complete the section below to confirm your building power or generator/power supply on your truck, including service disconnect with Time Delay Fuse, Wire Size/Gauge, Phase/Power and Voltage where system is to be installed. Equipment is ordered to match your entries below and any changes will result in addition charges once the equipment has been ordered.

Service Disconnect with Time Delay Fuse	Wire Size/Gauge	Phase/Power	Volts

- For most applications, you will need to install a suitable electrical breaker, service disconnect switch with flexible conduit and wiring to connect to the new system. All electrical service components must be rated for their intended duty, motor horsepower, voltage, phase and corresponding amperage for your system application. Therefore, allow your licensed electrician to properly size your electrical hookup per NEC and/or other prevailing electrical code requirements. Customers are also responsible for all electrical connections.
- Be sure to provide a generous length of flexible conduit and wiring to comfortably reach the system's electrical box, including extra wiring to connect to the starter and ground terminals inside the system's electrical box. Include the conduit fitting(s) to permanently connect the conduit to the box.
- Safe Air Systems will make the final connections to the compressor electrical box at the time of the installation. Therefore it is imperative that the above electrical wiring, etc. be properly installed prior to Safe Air's scheduled installation visit so as not to delay the final installation of your new system. If installation is delayed due to incomplete or improper wiring, it will not delay the billing cycle for the system. Additional charges may apply to the customer if Safe Air has to provide additional labor or travel related to incomplete or improper wiring.
- Your cooperation in following these steps will play an important part in the satisfactory installation and reliable performance of your new system. So, if you have any questions, please feel free to contact Safe Air Systems for technical help. Thank you!
- I have read and understand the Customer Requirements document:

Accepted By Signature:_____ Date:_____

Printed Name:_____ Title:_____

Contact Name:_____ Phone:_____

Pressure of SCBAs to be filled:_____

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Fire Dept System Address:_____

SUPPLEMENTAL BAUER WARRANTY FOR MUNICIPAL CUSTOMERS OF BREATHING AIR SYSTEMS OR SAFE AIR SYSTEMS, WITH MAINTENANCE AGREEMENT

For municipal purchasers of BAUER's Reciprocating Compressor Products from Breathing Air Systems or Safe Air Systems, BAUER's Limited Warranty on Reciprocating Compressor Products for municipal breathing air systems, on the BAUER compressor system, fill station and other BAUER manufactured components, will be extended to five (5) years, commencing from the earlier of: (1) the date of commissioning (system start-up) or (2) six (6) months from the date of shipment from BAUER, provided the municipal purchaser maintains a maintenance agreement with Breathing Air Systems or Safe Air Systems, for such five (5) year period, to provide service in accordance with BAUER's published factory recommendations. **This five (5)-year extended warranty does not apply to wear and tear parts such as lubricants, purification filter elements, oil filters, O-rings, serviceable valve parts, and piston rings, which are subject to regular maintenance in accordance with BAUER's published factory recommendations.** A copy of this Supplemental Bauer Warranty signed by both the municipal customer and Breathing Air Systems or Safe Air Systems, must be provided to BAUER, at time of purchase, for the municipal customer to receive the extended five (5)-year warranty.

If at any time during the five (5) year service period the customer fails to complete the maintenance required by BAUER's published factory recommendations (at least annually, but could be more often based on hours of usage under BAUER's published factory recommendations) with Breathing Air Systems or Safe Air Systems, this extended five (5)- year warranty will be void and any warranty claims beyond two (2) years will be denied. The extended five (5)-year warranty will also only apply if BAUER parts (including lubricants and filters) are used for all system maintenance. The Bauer Warranty Registration Form must be on file with BAUER and proof of completed annual maintenance must be provided by your Authorized BAUER Service Center for all warranty claims.

MAINTENANCE AGREEMENT

Unless otherwise agreed in an additional written maintenance contract, the municipal purchaser by signing below agrees to obtain maintenance service on the equipment referenced in the below purchase order from Breathing Air Systems/Safe Air Systems. All maintenance and related maintenance parts will be billed at time of service and are not included with your equipment purchase unless prepaid with your equipment purchase. The month of service will be determined by Breathing Air Systems/Safe Air Systems. Your maintenance program will renew annually until cancelled in writing.

ORIGINAL PURCHASE ORDER: _____

CUSTOMER NAME: _____

CUSTOMER REPRESENTATIVE: _____

CUSTOMER SIGNATURE: _____

DATE: _____

BREATHING AIR SYSTEMS / SAFE AIR SYSTEMS

SALES OR SERVICE REP: _____

SIGNATURE: _____ DATE: _____

Subject to all other terms of Bauer's Limited Warranty on Reciprocating Compressor Products for municipal breathing air systems (which is incorporated in full by this reference), and to the referenced equipment being maintained as provided herein, Bauer Compressors, Inc. agrees to honor an extended five (5)-year warranty on certain products purchased by the municipal customer, on the terms set forth in the first two paragraphs above..

BAUER COMPRESSORS, INC.

BY: _____

SIGNATURE: _____ DATE: _____

BAUER COMPRESSORS, INC. - 1328 Azalea Garden Road, Norfolk Virginia 23502 - Phone: (757) 855-6006 Telefax (757)855-8654

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RANDELMAN, NC 27317

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CONTACT INFO SHEET

To ensure our records are up to date

Please fill out and return

Lisa@breathingair.com or Fax: 614-986-1013

Mail to: Breathing Air Systems, Attn: Lisa Diehl, 8855 East Broad Street, Reynoldsburg, OH 43068

Business Name: _____

MAIN Office/Department phone: _____

SYSTEM LOCATION:

Street Address: _____

Primary Onsite Contact Name: _____

Primary Contact phone: _____

Email: (for Service Reports & Air test results) _____

Secondary Contact Name: _____

Secondary Contact Phone: _____

ACCOUNTS PAYABLE CONTACT:

Preferred method of billing/sending invoices: _____ ELECTRONIC VIA EMAIL _____ REG US MAIL

Person to contact: _____

Email: _____

Phone: _____

Mailing Address: _____

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FULL SERVICE | PARTS | AIR ANALYSIS PROGRAM | PREVENTIVE MAINTENANCE PROGRAMS



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2024 Budget Ordinance Amendment to recognize Insurance Proceeds and Related Expenditures

Presenting Personnel:

Bryan Dunn, Fire Chief, Mallory Hodgson, Public Works Director

Suggested Motion or Action:

Motion to approve the attached FY2024 Budget Ordinance Amendments recognizing insurance proceeds for the Fire and Water Sewer Departments and authorizing the replacement capital expenditure for the Fire Department.

Description/Background:

1) Fire - Swiftwater Boat

The swift water rescue boat was damaged during a routine training exercise, which caused air leaks from the seams of the boat. These seams were not repairable according to the manufacturer. An insurance claim was initiated and approved by our insurance carrier.

2) Fire - 2020 Smeal Spartan Pumper Truck

The truck was responding to an incident on I-485 on June 10, 2023 and was struck and damaged by a passing vehicle. The vehicle at fault was involved in a chase with law enforcement and was not insured.

3) Water Sewer - 2019 Ford F-450

On August 29, 2023, a staff member improperly fueled this diesel truck with regular unleaded gasoline. This damaged every component of the fuel system, resulting in the need to replace the entire system.

Recommendation:

Staff recommends approval of the attached FY2024 Budget Ordinance Amendments and expenditure authorizations

Fiscal Impact:

1) Fire - Swiftwater Boat

The swift water rescue boat replacement cost is approximately \$14,500. The Town's deductible for equipment claims is \$1,000, resulting in insurance proceeds received in the approximate amount of \$13,500. The total out of pocket costs to the Town for the replacement is \$1,000. The purchase is considered a capital expenditure because it is greater than \$5,000 with a useful life of more than one year.

2) Fire - 2020 Smeal Spartan Pumper Truck

The repair cost is approximately \$11,500. The Town's deductible for vehicle claims is \$1,000, resulting in insurance proceeds received in the approximate amount of \$10,500. The total out of pocket costs to the Town for the repair is \$1,000.

3) Water Sewer - 2019 Ford F-450

The repair cost is approximately \$18,500, which includes estimated sales tax in the amount of \$1,250, which is excluded from the insurance reimbursement as it is refunded to the Town by the State of NC after it is spent. The Town's deductible for vehicle claims is \$1,000, resulting in insurance proceeds received in the approximate amount of \$16,250. The total out of pocket costs to the Town for the repair is \$1,000.

\$26,000 - Total Cost to General Fund for Fire repairs/replacements

\$24,000 - Insurance Proceeds Received

\$1,000 - Funding from the Capital Reserve Fund - General Fund

\$1,000 - Appropriated Fund Balance from General Fund

\$18,500 - Total Cost to the Water Sewer Fund for repairs

\$16,250 - Insurance Proceeds Received

\$1,250 - Reimbursed by State of NC for Sales Taxes Paid

\$1,000 - Appropriated Fund Balance from Water Sewer Fund

Attachments:

1. Amendment - GF - Fire Insurance Proceeds 10092023
2. Amendment - CRF-GF - Fire Swiftwater Replacement 10092023
3. Amendment - WSF - Insurance Proceeds 10092023



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 insurance proceeds received as a result of claims on the Swiftwater Rescue Boat and 2020 Smeal Spartan Pumper Truck.

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

Increase line item 100-2100-54303 M/R - Vehicles	\$ 11,500
---	-----------

Increase line item 100-2100-57103 Capital Outlay 2024-2100-006	\$ 14,500
--	-----------

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

Increase line item 100-49121 Insurance Proceeds	\$ 24,000
--	-----------

Increase line item 100-49905 Transfers In – CRF – GF	\$ 1,000
---	----------

Increase line item 100-48599 Appropriated Fund Balance	\$ 1,000
---	----------

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 9th day of October, 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 deductible for the replacement of the Fire Department Swiftwater Rescue Boat.
- Section 2.** To amend the Capital Reserve Fund - General Fund, the appropriations are to be changed as follows:
- | | |
|-----------------------------------|----------|
| Increase line item 200-8500-59100 | \$ 1,000 |
| 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 | \$ 1,000 |
| 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 9th day of October, 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 Water Sewer Fund to account for insurance proceeds received as a result of a damage to the 2019 Ford F-450 fuel system.

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

Increase line item 400-6000-54303	\$ 17,250
M/R - Vehicles	

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

Increase line item 400-49121	\$ 16,250
Insurance Proceeds	

Increase line item 400-48599	\$ 1,000
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 9th day of October, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Purchase Contracts with Piedmont Truck Center for vehicle purchases

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

Motion to approve purchase contracts with Piedmont Truck Center for the purchase of four trucks for Public Works and the Water Sewer Departments

Description/Background:

The FY2024 Budget Ordinance and CIP include the purchase of four trucks for use in Public Works and Water and Sewer. The trucks are as follows:

1. 2024 Ford F550 Dump Truck - Public Works - \$87,500
2. 2024 Ford F450 Crew Cab with Service Body - \$81,200
3. Quantity of two - 2024 Ford F250 Crew Cab with Service Body - \$63,800 each

Recommendation:

Staff recommends approval of the four purchase contracts with Piedmont Truck Center totaling \$296,300.

Fiscal Impact:

The fiscal impact to the Town is a planned expenditure totaling approximately \$296,300 for the four vehicles. These were budgeted in the FY2024 Budget Ordinance and are funded by the Departments' respective Capital Reserve Funds.

All four vehicles are being purchased under the 2021-2024 State of NC Contract 070A. This meets the bidding requirements for purchases of equipment/goods for more than \$30,000.

1. 2024 Ford F550 Dump Truck - Public Works - \$87,500. The capital authorization is \$95,000. No budget modification is required.
2. 2024 Ford F450 Crew Cab with Service Body - \$81,200. The capital authorization is \$85,000. No budget modification is required.
3. Quantity of two - 2024 Ford F250 Crew Cab with Service Body - \$63,800 each. The capital authorization is \$65,000 each. No budget modification is required.

Attachments:

1. Piedmont Trucks Quote HBF5HD12D-9723 Public Works
2. Piedmont Truck Center Bid 202100002 F450 Water Sewer
3. Piedmont Truck Center Bid 202100002 F250 Public Works
4. Piedmont Truck Center Bid 202100002 F250 Water Sewer



PIEDMONT TRUCKS



2021-2024 STATE OF NORTH CAROLINA TERM CONTRACT 070A- Vehicles (Passenger, Truck, Van, SUV, Law Enforcement)
OPTIONS LIST - CATEGORY G - F550 Cab and Chassis
BID NO. 202100002

STANDARD ITEMS

18,000lb GVWR, Exterior Color: Oxford White, XL Trim Package, 7.3L V8 gasoline engine, 10-speed automatic transmission, 4.88 regular rear axle, Power Equipment Group, Trailer Brake Controller, PTO Provision, Cruise Control, 225/70R19.5" BSW All Purpose tires, Air conditioning, AM/FM/MP3 radio with SYNC Bluetooth, Tilt steering wheel, (2) keys, 40/20/40 Vinyl seats-Gray, Vinyl flooring

CAB CHASSIS CONFIGURATION	BODY CODE	BASE BID PRICE
2024 Ford F550 Regular cab 4x4-60"CA chassis cab	F5H-660A	\$51,023.00
OPTION	MSRP	STATE PRICING 6% Discount

CAB CONFIGURATION			
84CA	84CA	\$1,329.79	\$1,250.00

POWERTRAIN			
6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 - Includes manual push-button engine-exhaust braking and intelligent oil-life monitor	99T	\$9,995.00	\$9,395.30
Limited Slip w/4.30 Axle Ratio	X4L	\$395.00	\$371.30

GVWR: 19,500 lb Payload Plus Upgrade Package - Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706lbs	68M	\$1,155.00	\$1,085.70
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WHEELS/TIRES			
225/70R19.5G BSW Traction - Includes 4 traction tires on the rear and 2 A/P tires on the front	TGM	\$190.00	\$178.60
Spare Tire, Wheel & Jack	512	\$350.00	\$329.00

OTHER OPTIONS			
Heavy-Service Front Suspension Package - Includes heavy-service front springs	67H	\$125.00	\$117.50
High Capacity Trailer Tow Package - requires Diesel engine	535	\$580.00	\$545.20
Engine Block Heater	41H	\$100.00	\$94.00
410 Amp Alternator	67B	\$115.00	\$108.10
Platform Running Boards-REGULAR CAB ONLY	18B	\$320.00	\$300.80
Rear View Camera & Prep Kit	872	\$415.00	\$390.10
110V/400W Outlet - Includes 1 in-dash mounted outlet	43C	\$175.00	\$164.50

UPFIT OPTIONS			
12' flatbed dump, 42" headboard with window, 42" solid metal sides, 24" Cab protector, 42" removable Barn door tailgate (hinged on sides/open from center), PTO operated hoist, Aluminum Tarp system, receiver hitch, 7-pin trailer plug, back up alarm, mud flaps	12FBD42S	\$23,515.48	\$22,104.55

Total for chassis & options quote#HBF5HD12D-9723	Date: 9.7.2023	\$87,457.65
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Town of Harrisburg
Monty Jordan
704.791.7519cell mjordan@harrisburgnc.org



PIEDMONT TRUCKS



2021-2023 STATE OF NORTH CAROLINA TERM CONTRACT 070A-Vehicles (Passenger, Truck, Van, SUV, Law Enforcement)
OPTIONS LIST-CATEGORY G - F450 Cab and Chassis
BID NO. 202100002

STANDARD ITEMS

16,500lb GVWR, Exterior Color: Oxford White, XL Trim Package, 7.3L V8 gasoline engine, 10-speed automatic transmission, 4.88 regular rear axle, 225/70Rx 19.5" BSW All Purpose tires, Power Equipment Group, Trailer Brake Controller, PTO Provision, Cruise Control, Air conditioning, AM/FM/MP3 radio with SYNC Bluetooth, Tilt steering wheel, (2) keys, 40/20/40 Vinyl seats-Gray, Vinyl flooring

CAB CHASSIS CONFIGURATION	BODY CODE	BASE BID PRICE	
2024 Ford F450 Crew Cab 4x4-60"CA chassis cab	W4H-650A		\$53,635.00
		STATE PRICING 6% Discount	
	OPTION	MSRP	

POWERTRAIN			
6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 - Includes manual push-button engine-exhaust braking and intelligent oil-life monitor	99T	\$9,995.00	\$9,395.30
Limited Slip w/4.30 Axle Ratio	X4L	\$395.00	\$371.30

WHEELS/TIRES			
225/70Rx19.5G BSW Traction - Includes 4 traction tires on the rear and 2 A/P tires on the front	TGM	\$190.00	\$178.60
Spare Tire, Wheel & Jack	512	\$350.00	\$329.00

OTHER OPTIONS			
Heavy-Service Front Suspension Package - Includes heavy-service front springs	67H	\$125.00	\$117.50
High Capacity Trailer Tow Package - requires Diesel engine	535	\$580.00	\$545.20
Engine Block Heater	41H	\$100.00	\$94.00
410 Amp Alternator	67B	\$115.00	\$108.10
Platform Running Boards-SUPERCAB & CREW CAB ONLY	18B	\$445.00	\$418.30
Rear View Camera & Prep Kit	872	\$415.00	\$390.10
110V/400W Outlet - Includes 1 in-dash mounted outlet	43C	\$175.00	\$164.50

UPFIT OPTIONS			
9' standard service body, dual rear wheel, Painted to match cab, receiver hitch, trailer plug, back up alarm, Cab guard, LED compartment lights	9SBDRWCG	\$14,739.37	\$13,855.00
Spray liner for cargo area & compartment tops & rear bumper	SLCB	\$1,661.70	\$1,562.00

Total for chassis & options	Date: 9.6.2023	\$81,163.90
quote#HBW4HD9SB-9623		

Town of Harrisburg
Monty Jordan
704.791.7519bp mjordan@harrisburgnc.org



PIEDMONT TRUCKS

2021-2023 STATE OF NORTH CAROLINA TERM CONTRACT 070A-Vehicles (Passenger, Truck, Van, SUV, Law Enforcement)

OPTIONS LIST CATEGORY E-MEDIUM SUPER DUTY TRUCK- F250 Pickup/Chassis

BID NO. 202100002



STANDARD ITEMS

10000 GVWR, COLOR: WHITE, 6.8L V-8 E85 FLEX FUEL GAS ENGINE, TorqShift-G 10-Speed Automatic w/SelectShift®, 3.73 STANDARD REAR AXLE, POWER EQUIPMENT GROUP-POWER WINDOWS/LOCKS, TRAILER BRAKE CONTROLLER, CRUISE CONTROL, TRAILER TOW MIRRORS, SYNC 4 BLUETOOTH, TILT STEERING WHEEL, AIR CONDITIONING, SPARE TIRE-Pickup version only, ALL SEASON TIRES, HEAVY DUTY ALTERNATOR, 40/20/40 VINYL (GRAY) SEATS, TRAILER TOW PACKAGE-TRAILER HITCH WITH 7&4 WAY TRAILER PLUG, REAR VIEW CAMERA (Pickup version only, deleted with pickup box delete), (2) KEY FOBS

PICKUP / CAB CHASSIS CONFIGURATION	BODY CODE	BASE BID PRICE	
2024 F250 Crew Cab 4x4 pickup-short bed 160wb	W2B-600A		\$48,445.00

OPTION	MSRP	STATE PRICING 6% Discount	

CAB CONFIGURATION

Long bed - 8' pickup / 56"CA for cab chassis SUPERCAB & CREW CAB ONLY- *must choose this option to make a cab chassis*	LB	\$1,568.00	\$1,473.92
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POWERTRAINS

Electronic-Locking w/3.73 Axle Ratio	X3E	\$430.00	\$404.20
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TIRES / WHEELS

Tires: LT245/75Rx17E BSW A/T	TBM	\$165.00	\$155.10
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OTHER OPTIONS

Heavy-Service Front Suspension Package - Includes heavy-service front springs	67H	\$125.00	\$117.50
Dual 68 AH/65 AGM Batteries	86M	\$210.00	\$197.40
410 Amp Alternator	67B	\$115.00	\$108.10
Platform Running Boards-SUPERCAB & CREW CAB ONLY	18B	\$445.00	\$418.30
110V/400W Outlet - Includes 1 in-dash mounted outlet	43C	\$175.00	\$164.50
Upfitter Switches (6) - Located in overhead console	66S	\$165.00	\$155.10

UPFIT OPTIONS

8' standard service body, single rear wheel, trailer plug, back up alarm, Cab guard, LED compartment lights	8SBCG	\$11,241.49	\$10,567.00
Spray liner for cargo area & compartment tops & rear bumper	SLCB	\$1,661.70	\$1,562.00

Total for pickup/chassis & options	Date: 9.6.2023	\$63,768.12
quote#HBW2BG8SB2-9623		
Truck 2		

Town of Harrisburg
Monty Jordan
704.791.7519bp mjordan@harrisburgnc.org



PIEDMONT TRUCKS

2021-2023 STATE OF NORTH CAROLINA TERM CONTRACT 070A-Vehicles (Passenger, Truck, Van, SUV, Law Enforcement)
 OPTIONS LIST CATEGORY E-MEDIUM SUPER DUTY TRUCK- F250 Pickup/Chassis
 BID NO. 202100002



STANDARD ITEMS

10000 GVWR, COLOR: WHITE, 6.8L V-8 E85 FLEX FUEL GAS ENGINE, TorqShift-G 10-Speed Automatic w/SelectShift®, 3.73 STANDARD REAR AXLE, POWER EQUIPMENT GROUP-POWER WINDOWS/LOCKS, TRAILER BRAKE CONTROLLER, CRUISE CONTROL, TRAILER TOW MIRRORS, SYNC 4 BLUETOOTH, TILT STEERING WHEEL, AIR CONDITIONING, SPARE TIRE-Pickup version only, ALL SEASON TIRES, HEAVY DUTY ALTERNATOR, 40/20/40 VINYL (GRAY) SEATS, TRAILER TOW PACKAGE-TRAILER HITCH WITH 7&4 WAY TRAILER PLUG, REAR VIEW CAMERA (Pickup version only, deleted with pickup box delete), (2) KEY FOBS

PICKUP / CAB CHASSIS CONFIGURATION	BODY CODE	BASE BID PRICE	
2024 F250 Crew Cab 4x4 pickup-short bed 160wb	W2B-600A		\$48,445.00

OPTION	MSRP	STATE PRICING 6% Discount	

CAB CONFIGURATION

Long bed - 8' pickup / 56"CA for cab chassis SUPERCAB & CREW CAB ONLY- *must choose this option to make a cab chassis*	LB	\$1,568.00	\$1,473.92
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POWERTRAINS

Electronic-Locking w/3.73 Axle Ratio	X3E	\$430.00	\$404.20
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TIRES / WHEELS

Tires: LT245/75Rx17E BSW A/T	TBM	\$165.00	\$155.10
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OTHER OPTIONS

Heavy-Service Front Suspension Package - Includes heavy-service front springs	67H	\$125.00	\$117.50
Dual 68 AH/65 AGM Batteries	86M	\$210.00	\$197.40
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Platform Running Boards-SUPERCAB & CREW CAB ONLY	18B	\$445.00	\$418.30
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UPFIT OPTIONS

8' standard service body, single rear wheel, trailer plug, back up alarm, Cab guard, LED compartment lights	8SBCG	\$11,241.49	\$10,567.00
Spray liner for cargo area & compartment tops & rear bumper	SLCB	\$1,661.70	\$1,562.00

Total for pickup/chassis & options quote#HBW2BG8SB1-9623 Truck 1	Date: 9.6.2023	\$63,768.12
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Town of Harrisburg
 Monty Jordan
 704.791.7519bp mjordan@harrisburgnc.org



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2021-06-R: Iley Meadows Development Agreement - Consider adoption of Development Agreement between the Town of Harrisburg and DRB Group, LLC

Presenting Personnel:

Zachary Gordon, Planning Director

Suggested Motion or Action:

Take Final Action on Development Agreement between the Town and DRB Group, LLC

Motion to approve a "Development Agreement" between the Town of Harrisburg and DRB Group LLC, for public improvements to be made by DRB Group LLC, in conjunction with the development of a 71-lot single-family residential development, located at the northeastern corner of the Robinson Church Road and Peach Orchard Road intersection and to authorize the Town Manager to sign the agreement, and Town Attorney to make any necessary editorial changes to finalize the "Development Agreement".

Description/Background:

September 11, 2023 Town Council Meeting

A public hearing was held by the Town Council on September 11th to consider adoption of a "Development Agreement" between the Town and DRB Group, LLC (developer of the Iley Meadows subdivision), setting forth the required public improvements to be made in conjunction with the development of Iley Meadows. At this meeting, the public hearing was closed, and at the request of the developer, the Town Council deferred a final decision on the Development Agreement until the Council's October 9th meeting, to allow their legal team additional time to fine-tune the agreement. Since that time, the developer has revised the "Development Agreement" and is requesting approval of the revised agreement by the Town. The Town Attorney has reviewed the agreement and is satisfied with the final draft.

Development Approval

On June 13th, 2022, the Town Council approved a conditional rezoning request for a 71-lot single-family residential development, located at the northeastern corner of the Robinson Church Road and Peach Orchard Road intersection. As part of this approval, the developer is responsible for meeting the conditions of approval as noted on the approved rezoning plan and "Preliminary Plat" for the Iley Meadows Subdivision, dated October 3, 2022, as follows:

The Developer shall be fully responsible for the following:

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 primary 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 and/or other materials must extend to the ground level on all sides of the homes.
4. Applicant agrees to the mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.

5. 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.
6. 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.
7. Applicant agrees to fence surrounding detention pond shall be vinyl 4-rail farm fence, preferably white.
8. Applicant agrees to pay agreed upon fee-in-lieu of required common open space.
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 have garages setback a minimum of 30' from public sidewalk/right of way to allow for enough parking space and not have the vehicle spill over to sidewalk.
12. Applicant agrees that there will be no more than 10% of the residential units as rentals at any given time and will be restricted as such by the deed restrictions.

***These conditions have been incorporated into the proposed "Development Agreement" between the Town and DRB Group, LLC.**

Recommendation:

Town staff is recommending that the Town Council approve the "Development Agreement" between the Town and DRB Group, LLC. Once approved, the developer will record the agreement and the Town will grant "Construction Document" and "Final Plat" approval in accordance with the requirements of the Town's UDO.

Fiscal Impact:

None

Attachments:

1. Harrisburg-Iley Meadows_ Development_ Agreement-FINAL
2. H2022-04-R Iley Meadows TC Prelim Plat Staff Report
3. H2022-04-R Iley Meadow Prelim Plat
4. H2021-06-R Rezoning Approval Letter - Robinson Church at Peach Orchard
5. H-2021-06-R_ TC Notice for Development Agreement
6. Public Hearing Notice
7. H-2021-06-Iley Rez Site Plan Approved_

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

THE TOWN OF HARRISBURG, NORTH CAROLINA

AND

DRB GROUP NORTH CAROLINA, LLC

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the “Agreement”) is entered into effective as of the _____ day of _____, 2023 (the “Effective Date”), by and between the Town of Harrisburg, a municipal corporation of the State of North Carolina (the “Town”) DRB Group North Carolina, LLC (the “Developer”), a North Carolina limited liability company. The project (“Project”) is known as “Iley Meadows Subdivision.” The Town and the Developer are sometimes separately referred to in this Agreement as a “party” or jointly referred to as the “parties.”

LEGAL FRAMEWORK

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

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

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

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

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

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

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

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

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

RECITALS

- A. The Developer is the fee simple owner of the real property described as Cabarrus County Property Real ID 55059716030000, 55059841670000, and 55150850850000, as further depicted on Exhibit A and defined herein, and has the full and complete authority to enter into this Agreement.
- B. The Town is a local government entity, which is governed by its Town Council, and has full and complete authority to enter into this Agreement, which is being entered into for the public interest.
- C. The North Carolina Department of Transportation (the “NCDOT”) is the owner and maintenance provider of SR-1169 (“Peach Orchard Road”) and SR-1168 (“Robinson Church Road”).
- D. The parties have determined that it is in the best interest of each to enter into this Agreement as described below.
- E. The purpose of this Agreement is to facilitate the Development (as defined herein) of the Property, of which the Developer is the fee simple owner, in a way that best realizes the benefits to the parties.
- F. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties.
- G. The Development of the Property is consistent with the Town’s Unified Development Ordinance (“UDO”) and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the Town:
 - 1. Furthering the goals of securing an appropriate use and density on the Property and implementation of the Development Plan (as defined below); and
 - 2. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- H. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
 - 1. Development rights for a residential community consisting of seventy-one (71) detached single-family units.
- I. The general benefits to be received by the Town from the Development of the Property include, without limitation:
 - 1. Enhancement of the tax base of the Town and provision of needed single-family housing; and
 - 2. Construction by Developer of public infrastructure as described in Exhibit B (“Development Plan”); and
 - 3. Development of the Property in accordance with the Harrisburg Area Land Use Plan (“HALUP”).
- J. This Agreement would be a companion item to Conditional Rezoning Case #H-2021-06-R.

K. This Agreement was considered by the Harrisburg Town Council at its September 11th, 2023, meeting, in a duly called and advertised public hearing.

L. Pursuant to N.C.G.S. 160D-105, a public hearing regarding this Agreement was held at the September 11, 2023, meeting of the Town Council. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the Town's website and at Town Hall.

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

TERMS

1. **The Property.** The property to be developed pursuant to this Agreement is described and depicted in Deed Book _____ Page _____ of the Cabarrus County Register of Deeds Office ("Property").
2. **Definitions.** Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere in this Agreement:
 - a) "Applicable Law" means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
 - b) "Current Regulations" means all ordinances, resolutions, regulations, and comprehensive plans, including the HALUP, adopted by the Town on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
 - c) "Development" shall have the same meaning as it does in the Harrisburg Unified Development Ordinance, Chapter 148: *Word Usage*.
 - d) "Zoning Permit" or "Development Permit" means any building permit, site plan, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
 - e) "Development Plan" means a type of plan that becomes part of the zoning of a property that establishes the level of development allowed absent further zoning action except as otherwise allowed or required under this Agreement, and which is incorporated into the zoning map change approved as part of Case #H-2021-06-R, and as set forth on **Exhibit B** hereto.
 - f) "Development Schedule" means the schedule for development as shown in **Exhibit C**.
 - g) "Infrastructure" means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
 - h) "Local Government" means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.
 - i) "Parcel" means any lot of record on which Development may occur in accordance with the Development Plan.
 - j) "Project" means the Development that will occur within and upon the Property pursuant to this

Agreement and in accordance with the Development Plan.

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

non-material change to the Agreement, and may be approved by Town Staff. Nothing contained in this subparagraph shall be construed to limit or modify the Developer's right to permit choice under N.C.G.S. § 160D-108, but shall be construed as an additional right and option available to Developer.

7. Local Development Permits and Other Permits Needed. The parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Rezoning approval, Site Plan approval, plat approvals (preliminary or final), street, water, sewer, and stormwater construction drawing approval, zoning compliance permits, building permits, certificate of compliance, Town water and sewer permits, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.
8. Project Development
 - a) Project Development. Developer shall construct the Project substantially in accordance with the Development Plan, attached hereto as **Exhibit B**, which includes improvements within the public right-of-way (i.e., Left Turn Lane into the site from Robinson Church Road, and curb and gutter along Robinson Church Road).
 - i. Significant Changes. Significant changes to the Development Plan shall be considered in accordance with the procedures set forth in the UDO and State law.
9. Town Obligations.
 - a) In accordance with the Town's **Wastewater Allocation and Commitment Policy** (see **Exhibit D**), the Town of Harrisburg issued a Preliminary Sewer Allocation Permit (see **Exhibit E**) on August 9, 2023, which outlined the Town's commitment to providing sewer to the Project. Per the Preliminary Sewer Flow Permit, the applicant shall receive 9,675 gallons per day (gpd) available immediately. The remaining 6,300 gpd will be available January 1, 2025. The total sewer flow for this neighborhood shall not exceed 15,975 gpd. Per the Preliminary Permit (see **Exhibit E**) and the Wastewater Allocation and Commitment Policy (see **Exhibit D**), the preliminary allocation will expire six months from issuance, or February 9, 2024, if a final permit is not obtained. If the Developer allows the preliminary allocation to expire, they shall be solely responsible for reapplying for a new preliminary allocation.
10. Other Approvals. To the extent that any county or other Local Government, state or federal approvals are required in connection with the Development of the Project, the Town shall use reasonable efforts to assist Developer in obtaining such approvals.
11. Developer Obligations.
 - A. The Developer shall develop the property in accordance with the Development Plan and conditions of approval granted by the Town of Harrisburg on June 13, 2022, as part of Conditional Rezoning Case #H-2021-06-R, as enumerated below. For purposes of this section, "Applicant" shall mean and refer to Developer as herein defined.
 1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.

2. Applicant agrees to restrict primary cladding materials for all residential buildings to masonry products; vinyl siding will not be used.
3. The applicant agrees that there will be no exposed concrete foundations and that siding and/or other materials must extend to the ground level on all sides of the homes.
4. Applicant agrees to the mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
5. 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.
6. 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.
7. Applicant agrees to fence surrounding the detention pond shall be vinyl 4-rail farm fence, preferably white.
8. Applicant agrees to pay agreed upon fee-in-lieu of required common open space.
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 have garages setback a minimum of 30' from public sidewalk/right of way to allow for enough parking space and not have the vehicle spill over to sidewalk.
12. The applicant agrees that there will be no more than 10% of the residential units as rentals at any given time and will be restricted as such by the deed restrictions.

B. Developer shall also be responsible for construction of improvements in the public right-of-way, as noted on the approved "Rezoning Plan" for the Iley Meadows Subdivision, dated June 14, 2022 (which is referred to herein as the Development Plan attached as **Exhibit B**). Such public right-of-way improvements are as follows:

1. Description of Public Improvements. The Developer shall be fully responsible for the following:
 - a) Vehicular access to the site shall be as generally depicted on the Development Plan (**Exhibit B**). The placement and configuration of the vehicular access points are subject to any minor modifications required to accommodate final site and construction plans and designs and to any adjustments required for approval by the North Carolina Department of Transportation.
 - b) As depicted on the Development Plan (**Exhibit B**), the site will be served by public streets. Minor adjustments to the locations of the internal streets shall be allowed during the construction permitting process.
 - c) The Developer is responsible for the installation of a Left Turn Lane into the site from Robinson Church Road.
 - d) Per coordination with NCDOT, the Developer is not responsible for construction of the Traffic Calming Pad, as depicted on the approved rezoning plan.
 - e) All improvements shall comply with local, state and federal standards.
2. Phasing of Development. Phase 1 of the development shall consist of forty-three (43) lots, and Phase 2 of the development shall consist of twenty-eight (28) lots, as described in the attached Phasing Plan (**See Exhibit C**). The Developer shall complete all off-site road work associated with the development, including construction of the Left Turn Lane into the site from Robinson Church Road, and all other site frontage improvements along Robinson Church Road such as landscaping, sidewalks, and lighting prior to review and approval of the Phase 2 Final Plat. The Developer is responsible for completion of water, sewer, stormwater, and base pavement course installation, in addition to any other items the Town determines to be critical to public safety, and provision of a maintenance guarantee, in accordance with the Town's final plat checklist, for any proposed plat phase and for providing a surety or guarantee for any outstanding items not completed prior to

final plat approval for a particular phase. The minimum number of lots to receive a final plat shall be no less than six (6) lots.

C. Developer will dedicate all public utilities and public right of way improvements to the Town and/or NCDOT through the platting process or by separate legal instrument as required by Ordinance.

12. Schedule. All work relating to the Project shall be conducted in accordance with the specifications (zoning, details, etc.) as detailed in the applicable Project documents (site plan, construction drawings, etc.). No more than forty-three (43) lots may be platted prior to completion of the offsite road improvements as detailed in B-1 above and as shown in construction plans.
13. Maintenance and Warranty. The Developer will be bound to warranty and maintenance of the Project after completion solely prescribed within any surety bond or other Project agreement entered into with the Town or the NCDOT, in accordance with standard Town and NCDOT policies and procedures.
14. Default.
 - a) Developer Default. Site work construction of the Project must be initiated on or before 180 days after issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit. If the Developer fails to make continuous progress (which for purposes of this section shall be defined as proceeding with the planning and construction of the Project without major (more than 90 days) interruption) in the period following submission of construction plans for review and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit, the Project's sewer allocation as granted by the Town, may be revoked at the discretion of the Town as a material default under this Agreement. This requirement applies to construction for each phase of the Project for which an Allocation Permit is issued. If the Developer commits a material breach of the terms or conditions of this Agreement, including, but not limited to, the continuous work requirement as outlined above, the Town shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Developer shall be permitted such time as reasonably necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.
 - b) Town Default. If the Town commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the Town setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Town shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Town shall be permitted such time as reasonably necessary to effect such cure so long as the Town shall use commercially reasonable efforts to diligently prosecute such cure.
15. Remedies.
 - a) Town Remedies for Developer Default. In the event of a Developer fails to cure a material breach of this Agreement within the timeframes set forth in subparagraph 14(a) above, the Town may:
 - i) Refuse to issue certificates of compliance for the Development Project;
 - ii) Rescind any Town-issued sewer allocation permit; and/or
 - iii) Terminate this Agreement.

- b) Developer Remedies. If the Town fails to cure a material breach of this Agreement within the timeframes set forth in subparagraph 14(b) above, Developer may pursue all remedies available to it at law or in equity, including, but not limited to, reimbursement of an amount of actual damages suffered by Developer from that breach, but such award shall not include any special, indirect, incidental, consequential or exemplary damages.

16. General Provisions.

- a. Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate five (5) years thereafter. The end of the term of this Agreement (the "Termination Date"), may be extended from time to time by the parties, or earlier terminated in accordance with the provisions of this Agreement. If the Agreement is terminated due to expiration of its term, then if requested by Developer, the Town will execute a document evidencing said termination to be recorded by Developer in the Cabarrus County Register of Deeds. Even if the Agreement is terminated or expires, it is understood by the Parties that the underlying conditional zoning with its conditions is still applicable to the Property or Parcels.
- b. Amendment. As required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the parties formed this Agreement. A major modification or significant change of this agreement shall include any change not agreed to by both parties hereto; and any change in the Development Standards established by this Agreement and as set forth on Exhibit C. A minor modification shall include incorporation of a New Ordinance, or any portion thereof, into the Current Regulations, and may be approved by Town Staff, if allowed by the UDO. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld, conditioned, or delayed. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.
- c. Severability. If any word, phrase, sentence, paragraph, or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- d. Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the parties' intentions with respect to the subject matter hereof.
- e. Further Assurances. The parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties shall cooperate in defending such action.
- f. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the parties established by this Agreement shall be the Cabarrus County Superior Court or the United States District Court for the Middle District of North Carolina.

- g. Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term “Developer” as used herein, shall denote (i) the named Developer herein, and (ii) any successor of Developer (which shall mean any person or entity that takes over the Project from Developer through the sale of lots or assignment of this Agreement, or otherwise). The Developer shall record this Agreement in the Cabarrus County public records within fourteen (14) days after the execution of the Agreement by the parties. The rights and obligations contained herein shall run with the land.
- h. Assignment. Developer shall not assign any or all of its rights and/or obligations under this Agreement, without the consent of the Town; provided, however, the Parties acknowledge and agree that Developer may make such an assignment without the Town’s consent to an affiliated entity of Developer that is controlled by, owned by, or under common ownership or control with Developer.
- i. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not parties or successors and assigns to this Agreement. Additionally, the provisions hereof are and will be for the benefit of the Parties, and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions hereof.
- j. Estoppel. Each party agrees, from time to time, within thirty (30) days after request of another party, to deliver to the requesting party or such party’s designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such party’s knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the party’s obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.
- k. Representations and Warranties of the Developer. The Developer represents and warrants to the Town that:
- i) It is an entity duly organized, existing, and in good standing under the laws of the State of North Carolina and
 - ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- l. Force Majeure. In addition to specific provisions of this Agreement, no party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such party’s reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such party’s reasonable control or due to interference by another party, any date or times by which the parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such party. Written notice of such alleged delay shall be given to the other party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the parties. The parties agree that such consent to an extension of time shall not be unreasonably withheld, conditioned, or delayed.
- m. Construction of Agreement. Both parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a

party hereto because such party drafted it or caused it to be drafted.

- n. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council taken with the same formality as the vote approving this Agreement, then no officer, official or agent of the Town, except in the case of minor modifications as allowed herein, has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.
- o. E-Verify . For agreements that include construction or services, parties contracting with the Town as identified in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with a North Carolina local government entity.
- p. Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the Town:

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

With copies to:

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

To the Developer:

Scott Widener
Vice President
3000 Rdu Center Dr. STE 202
Morrisville, NC 27560
704-200-9730
Email: swidener@drbgoup.com

With copies to:

Michelle C. Psaroudis, Esquire
McMillian, Psaroudis & Markey, PA
6101 Carnegie Blvd., Suite 310
Charlotte, NC 28209
704-714-4264
Email: mpsaroudis@mplawcarolinas.com

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

[Separate Signature Page To Follow]

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

TOWN OF HARRISBURG

By: _____
Robert Donham
Town Manager

Attest: _____
Janet Rackley, CMC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

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

Witness my hand and notarial seal, this _____ day of _____, 2023.

Notary Public

[SEAL]

My commission expires: _____

DRB Group North Carolina, LLC

By: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

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

Witness my hand and notarial seal, this _____ day of _____, 2023.

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A

Property Survey
(Attached)

EXHIBIT B

Development Plan
(Attached)

EXHIBIT C

Development Schedule and Public Facilities Schedule/Scope of Work

1. Development of seventy-one (71) single-family detached homes in a residential community, including all infrastructure improvements for water, sanitary sewer, paving, and drainage, in accordance with the approved Construction documents for the Iley Meadows Subdivision. Phase 1 of the development shall consist of forty-three (43) lots, and Phase 2 of the development shall consist of twenty-eight (28) lots.
2. Comply with the requirements of the Town's Wastewater Allocation and Commitment Policy, adopted by the Town of Harrisburg on April 11, 2022.
3. Land development of the Project is anticipated to be completed on or before December 31, 2025, and vertical house construction is anticipated to be completed on or before December 31, 2028, but such construction completion timetables shall not be an obligation of Developer and shall not constitute a material breach of this Agreement if not met.

EXHIBIT D

Town of Harrisburg
Wastewater Allocation and Commitment
Policy
(Attached)



Town of Harrisburg

Wastewater Allocation and Commitment Policy

1. Term

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

2. Policy Applicability.

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

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

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

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

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

3. General Policy.

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

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

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

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

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

4. Procedure.

- a. Amount of sewer which may be allocated
 1. The amount of sewer available for allocation and attributable to any designated calendar year shall be the amount given by WSACC to the Town, as determined through the

interlocal agreement and Town Council.

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

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

- e. Due to weather-related factors, the regulatory environment, and the dynamic nature of wastewater flow and treatment, accounting of available capacity is, by its very nature, inexact and subject to change. The Town will continually track allocation reservations granted and the amount of capacity available. Such reports do not constitute a policy statement, commitment or guarantee on the amount of capacity available for allocation.
- f. Allocation Permits issued by the Town will reserve the approved wastewater treatment plant capacity and permit the completion by the applicant of construction drawings. The Allocation Permit issued by the Town will be followed by the corresponding final allocation approval by WSACC following the final approval of construction drawings by the Town.
- g. Allocation Permits are not transferrable except upon written consent of the Town.

h. Preliminary Allocation approvals

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

i. Project Prioritization Scoring

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

RESIDENTIAL PRIORITIZATION EVALUATION

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

NON-RESIDENTIAL PRIORITIZATION EVALUATION

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

j. Additional Factors which Town may consider.

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

5. General Conditions

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

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

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

6. Appeals Process

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

EXHIBIT E

Town of Harrisburg
Issued Preliminary Wastewater
Allocation Permit
(Attached)



Scott Widener
DRB Group NC, LLC

August 9, 2023

Subject: Iley Meadows Subdivision - Preliminary Sewer Flow Permit

Dear Mr. Widener,

The Town of Harrisburg Wastewater Allocation Committee reviewed the request for flow acceptance from the subject subdivision. The request was approved in the total amount of 15,975 gallons per day (gpd). The amount was approved based on a standard minimum home size of three bedrooms at 75 gpd per bedroom. The allocation, while approved in full, is to be phased as follows, in accordance with the Town's Wastewater Allocation and Commitment Policy:

Phase	Capacity Approved	Available Date	Preliminary Permit Expiration
Phase 1	9,675	Immediately	February 9, 2024
Phase 2	6,300	January 1, 2025	July 1, 2025

The preliminary permit will expire if the final permit approval is not obtained within the preliminary permit period, or six months from the date of issuance. Harrisburg construction document approval and NCDEQ sewer approval are required for a final permit. If a final permit approval cannot be obtained within 6 months, a new preliminary allocation permit will be required. Once the final permit is obtained, commencement of water and sewer infrastructure shall begin within 120 days of final permit approval, or the final permit shall be revoked.

If the applicant is ready for the Phase 2 flow sooner than January 1, 2025, needs an extension on either phase, or wishes to revise the phasing plan, the applicant is responsible for submitting a request to the Town in writing. In addition, authorization to add flow beyond the first phase to the final permit must be requested of the Town by the applicant and must be completed before the preliminary permit expiration of Phase 2. Additional permitting fees for flow phasing are the sole responsibility of the applicant.

We appreciate your patience throughout this process and look forward to this project's continued progress. Thank you,

Mallory Hodgson, P.E.
Director of Public Works and Interim Town Engineer
Town of Harrisburg, NC



Town of Harrisburg
Planning and Economic Development Department

DATE: October 3, 2022

SUBJECT: H2022-04-(S) Iley Meadows, Preliminary Plat

Owner/ Developer: DRB Group represented by The Isaacs Group, PC

Location: The subject property is located at the northeastern corner of Robinson Church Road and Peach Orchard Road intersection (PINs 5505-97-1603, 5505-98-4167, and 5515-08-5085).

BACKGROUND:

Area: Approximately 53.21 acres

Zoning: Conditional Zoning Residential Medium Density (CZ-RM-1)

Staff Report prepared by: Craig Thomas, Planning and Economic Development Department

GENERAL DISCUSSION:

- The applicant is requesting that the Preliminary Plat be reviewed and approved to allow 71 single family lots.
- Staff has reviewed the submitted preliminary plat and has found it to be consistent with the approved conditional zoning site plan and the standards of the UDO. Staff has recommended conditions of approval as outlined in this staff report, consistent with the Rezoning approval H-2021-06-R.

APPROVAL CRITERIA:

1. **The proposed land uses are in accord with the adopted *Comprehensive Plan* and the Official Zoning Map, or that the means for reconciling any differences have been addressed. A Preliminary Plat may be processed concurrently with a rezoning request.**

Per the Harrisburg Area Land Use Plan, the subject property is located in area designated on the future land use map as Low Density Residential. This area is characterized by low- to moderate-density residential development (1 to 2 dwelling units per acre). Single-family detached homes are complemented by natural areas as well as formal and informal open space amenities. Conservation design, which includes more open space in exchange for smaller minimum lot sizes, may be recommended in locations with sensitive natural resources."

With regard to the overall goals of the Land Use Plan, **recommendation LU-5** states that the Town should “Expand Housing Options” to appeal to a broad range of audience and create value for property owners with smaller lots in exchange for preservation of open space.

Recommendation LU-7 of the Plan recommends consistency between the Town’s zoning regulations and the adopted Future Land Use Map. A table included as part of this goal establishes the “appropriate” zoning districts to use when making zoning decisions based on the Future Land Use Map. The map, as previously stated, designates this area as Low Density Residential and the RM-1 zoning district is appropriate for this land use classification per the HALUP recommendation.

- 2. The proposed subdivision conforms to all relevant requirements of this ordinance and to any variances that have been granted to permit any nonconformance. The plat shall meet all requirements of this Ordinance with respect to lot size and area, and in no way create a violation of any applicable current ordinances, statutes, or regulations.**

There are no existing or proposed variances for the subject property. The preliminary plat, as presented, is consistent with the approved conditional zoning site plan, which governs the development standards for the site.

- 3. The proposed development, including its lot sizes, density, access, and circulation, are compatible with the existing and/or permissible future use of adjacent property.**

The approval of the conditional zoning map amendment and associated site plan and conditions for the subject property established that the proposed development is compatible with the surrounding area. The zoning districts of the surrounding properties are residential in nature. The properties to the west and south have similar size lots and densities, whereas the properties to the north and east are mostly vacant. There will be an entrance on Robinson Church Road. There will also be connections to the vacant parcel to the north and Denman Drive to the south connecting Hawthorne subdivision, which connects to Peach Orchard Road.

- 4. That the proposed subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties.**

The proposed project is a residential detached subdivision. The approved density and layout are compatible with surrounding development. An approval of this preliminary plat would allow the development to continue with subsequent approvals necessary for the development of the property.

- 5. That the soils and topography have been adequately studied to ensure that all lots are developable for their designated purposes.**

The subject property will be served by public utilities (water and sewer) therefore; soil suitability is not a primary concern. Regarding the topography, the applicant will be required to submit a Soil and Erosion Control Plan to NCDEQ for review and approval. In addition, the applicant will also be required to submit construction drawings to the Town of Harrisburg for review and approval regarding utility placement and lot design standards.

- 6. That any land located within Zone A, as shown on the currently adopted Flood Boundary and Floodway Maps of the Flood Insurance Study, is determined to be suitable for its intended use and that the proposed subdivision adequately mitigates the risks of flooding, inadequate drainage, soil and rock formations with severe limitations for development, severe erosion potential, or any other floodplain-related risks to the health, safety or welfare of the future residents of the proposed subdivision in a manner consistent with this ordinance, as described in § 4.14 of this Ordinance.**

The proposed development will be subject to the regulations set forth in the Unified Development Ordinance as well as any State or Federal regulations related to floodplain development and/or wetlands regulations. In addition, the development will be subject to NCDEQ sedimentation and erosion control standards. This property lies completely within Flood Zone X on the latest FEMA FIRM.

- 7. The proposed name of a subdivision shall be approved by the Cabarrus County E-911 Coordinator(s) and shall not use a word, or phrase, which is the same as, similar to, or pronounced the same as a word or phrase in the name of any other subdivision in Cabarrus County or any municipality or jurisdiction in the County. Proposed subdivisions may only use a duplicate subdivision name in the event that the Administrator requires the use of the same name for purposes of clear identification.**

The proposed name of the subdivision is Iley Meadows. The subdivision name and all street names are under review by the Cabarrus County E-911 Coordinator.

APFO REVIEW:

SCHOOLS

This part of the Unified Development Ordinance is no longer enforceable as determined by the NC Supreme Court. However, the schools have provided the following data on school capacity:

The schools serving this area are Hickory Ridge Elementary School, Hickory Ridge Middle School, and Hickory Ridge High School. We would anticipate these single family homes to generate upon buildout an additional 27 elementary students, 14 middle school students, and 18 high school students. While these students are relatively small the elementary school is over program capacity at 109% and could not accommodate these students, however the additional students are at an acceptable level of 112% capacity. The middle school capacity is currently at 93% and the additional students could be accommodated with a projected 94% capacity. The high school would also be impacted as it would increase from current 112 % capacity to 114% program capacity. As the lots in the inventory continue to be permitted, the number of potential students generated is expected to cause additional capacity issues for the schools in the Harrisburg area.

TRANSPORTATION

NCDOT has reviewed the preliminary plat and approved the existing driveway entrance of Robinson Church Road. There are no other impacts to the transportation system.

FIRE, POLICE SANITATION

Adequate fire, police and sanitation services are available through the Town of Harrisburg.

UTILITIES

Utilities are available through the Town of Harrisburg. Applicant will be required to extend the water line and sewer line to their site.

CONDITIONS:

In considering an application for a subdivision plat, the decision-making agency shall consider and may impose modifications or conditions to the extent that such modifications or conditions are necessary to ensure compliance with the criteria of Section 6.2 of the UDO.

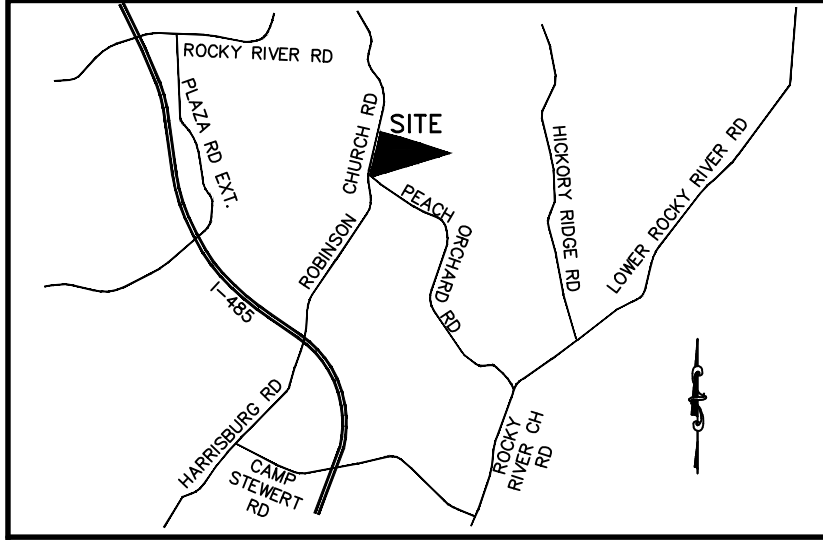
Should Town Council approve the preliminary plat for the Iley Meadows subdivision, staff recommends the following original conditions (H2021-06-R) become part of the approval, which are inclusive of the conditions agreed to as part of the approval:

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 to restrict primary 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 and/or other materials must extend to the ground level on all sides of the homes.
4. Applicant agrees to the mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
5. 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.
6. 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.
7. Applicant agrees to fence surrounding detention pond shall be vinyl 4-rail farm fence, preferably white.
8. Applicant agrees to pay agreed upon fee-in-lieu of required common open space.
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 have garages setback a minimum of 30' from public sidewalk/right of way to allow for enough parking space and not have the vehicle spill over to sidewalk.
12. Applicant agrees that there will be no more than 10% of the residential units as rentals at any given time and will be restricted as such by the deed restrictions.

RECOMMENDATION:

The preliminary plat is consistent with the Harrisburg Area Land Use Plan and the existing CZ-RM-1 zoning designation and the approved conditional rezoning plan H2021-06-R. Therefore, the Planning and Zoning Department recommends approval of this preliminary plat application for Iley Meadows.



VICINITY MAP: N.T.S.

ILEY MEADOWS

HARRISBURG, NORTH CAROLINA

SHEET INDEX

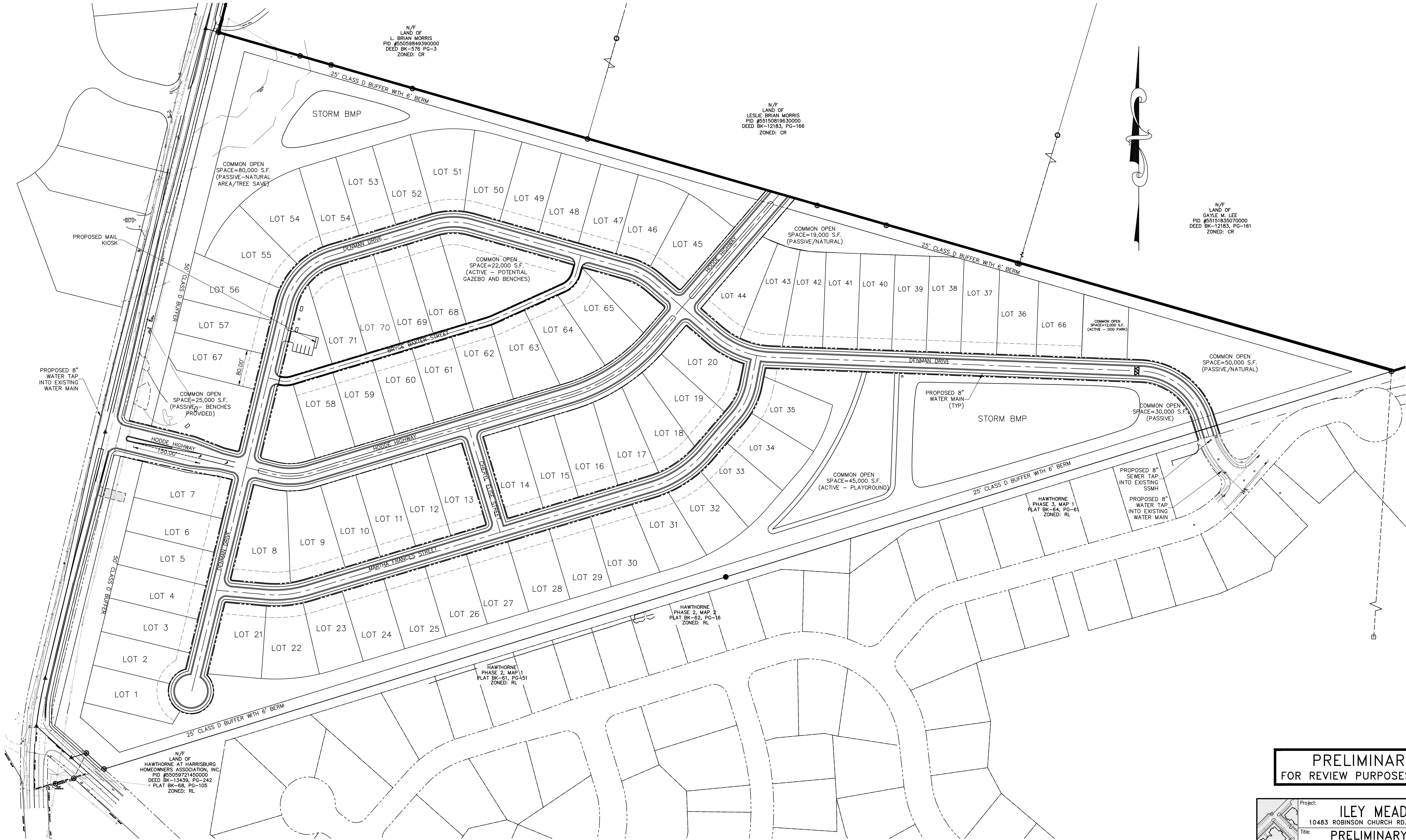
SHEET P1.0 PRELIMINARY PLAT COVER SHEET
SHEET P2.0 PRELIMINARY PLAT
SHEET P3.0 DETAILS AND ROAD IMPROVEMENTS

OWNER/DEVELOPER:

FIELDING HOMES LLC
CONTACT: CHRIS ROBUSTO
ADDRESS: 227 W. TRADE STREET SUITE 1610
CHARLOTTE, NC 28202
PHONE: 704-574-0316

ENGINEER/SURVEYOR

THE ISAACS GROUP
CONTACT: BENJII LAYMAN
ADDRESS: 8720 RED OAK BLVD SUITE 420
CHARLOTTE, NC 28217
PHONE: 704-527-3440



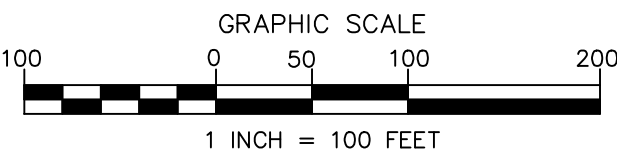
PRELIMINARY
FOR REVIEW PURPOSES ONLY

ISAACS
CIVIL ENGINEERING DESIGN AND SURVEYING

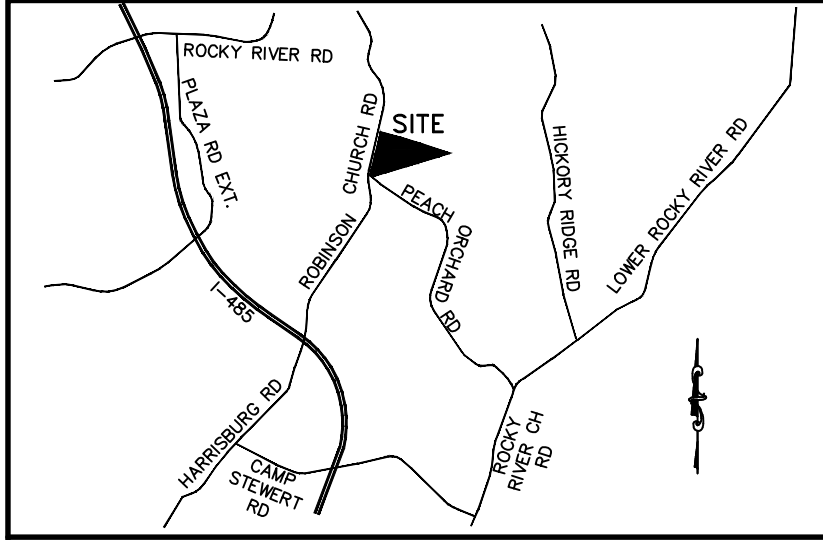
Project: ILEY MEADOWS
10483 ROBINSON CHURCH RD., HARRISBURG, NC
Title: PRELIMINARY PLAT COVER SHEET
File #: 20207-SK.DWG Date: 6/16/22 Project Egr: FBL
Design By: FBL
Drawn By: CBH
Scale: 1"=100'

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

P1.0



NO.	BY	DATE	REVISION
1	FBL	8/8/22	PER TOWN COMMENTS



VICINITY MAP: N.T.S.

FLOOD CERTIFICATION:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 371055-0500-M AND 371055-1500-K, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 16, 2018 AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. NO FLOOD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE, AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DEVELOPMENT DATA:

PROJECT NAME: ILEY MEADOWS
OWNER/AGENT: FIELDING HOMES
PLANS PREPARED BY: THE ISAACS GROUP, PC PHONE #: 704-527-3440
ZONING: RM-1 JURISDICTION: HARRISBURG
SETBACKS FOR ALL LOTS:
FRONT=30, SIDE STREET=10', SIDE=10', REAR=25'
TAX PARCEL #: 55059716030000, 55059841670000, 55150850850000
PROPOSED USE: RESIDENTIAL
TOTAL SITE AREA: ±2,317,827/53.21 SQ. FEET/ACRES
PROPOSED SINGLE FAMILY: 71 LOTS
PROPOSED DENSITY: 1.33 UNITS/ACRE
PROPOSED DENSITY ALLOWED: 1.33 UNITS/ACRE
CONSTRUCTED IN ONE PHASE
APPROXIMATE DATE FOR FINAL PLAT: 9/30/2023
LINKS: 12 NODES: 7 RATIO: 1.21
HODDE HIGHWAY: 1,700 LF
DENMAN DRIVE: 2,890 LF
CHERYL ELISE STREET: 245 LF
MARTHA FRANCES STREET: 1,380 LF
BRYCE BAXTER STREET: 770 LF
AREA IN STREET RIGHT OF WAY: 8.01 ACRES
AREA IN LOTS (71 TOTAL): 26.54 ACRES

OPEN SPACE:

OPEN SPACE REQUIRED: 185,426 S.F. (8%)
ACTIVE OPEN SPACE REQUIRED: 0.025 AC. * 71 = 1,775 AC.
OPEN SPACE (PASSIVE) PROVIDED = 204,000 S.F./4.68 AC.
OPEN SPACE (ACTIVE) PROVIDED = 79,000 S.F./1.81 AC.
TOTAL OPEN SPACE PROVIDED (ACTIVE AND PASSIVE) = 283,000 S.F./6.49 AC.
*TO BE OWNED AND MAINTAINED BY THE HOA

STREET TREES:

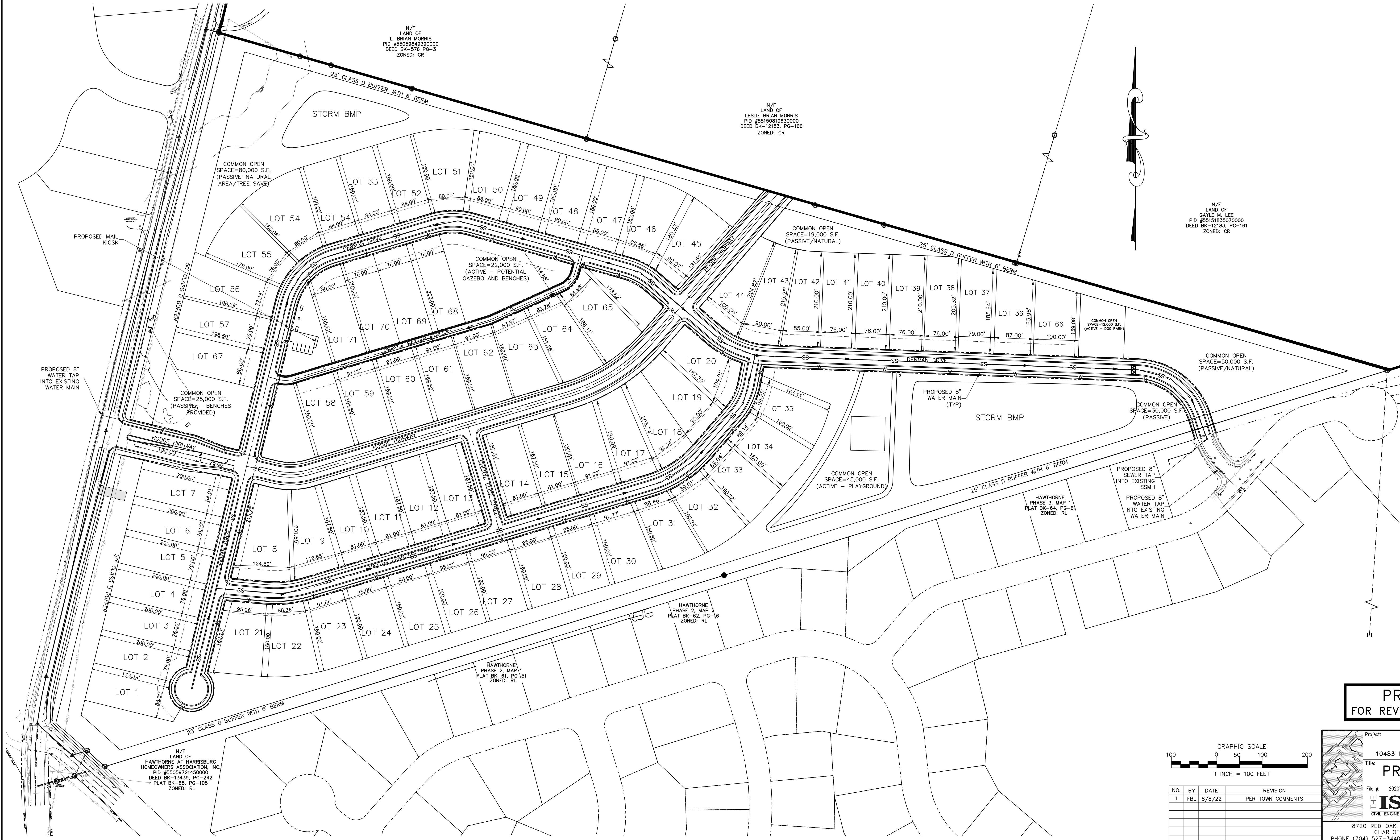
TOTAL LENGTH OF ROAD (PUBLIC): 6,740 L.F.
SHADE TREES REQUIRED: 1 TREE/100' = 68 TREES
SHADE TREES TO BE PROVIDED: 68 TREES MIN.
ORNAMENTAL TREES REQUIRED: 1 TREE/100' = 68 TREES
ORNAMENTAL TREES TO BE PROVIDED: 68 TREES MIN.

OWNER/DEVELOPER:

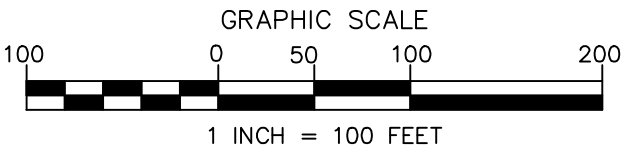
FIELDING HOMES LLC
CONTACT: CHRIS ROBUSTO
ADDRESS: 227 W. TRADE STREET SUITE 1610
CHARLOTTE, NC 28202
PHONE: 704-574-0316

ENGINEER/SURVEYOR

THE ISAACS GROUP
CONTACT: BENJI LAYMAN
ADDRESS: 8720 RED OAK BLVD SUITE 420
CHARLOTTE, NC 28217
PHONE: 704-527-3440



PRELIMINARY
FOR REVIEW PURPOSES ONLY



NO.	BY	DATE	REVISION
1	FBL	8/8/22	PER TOWN COMMENTS

Project:
10483 ROBINSON CHURCH RD., HARRISBURG, NC

Title:
PRELIMINARY PLAT

File #: 20207-SK.DWG Date: 6/16/22 Project Egr: FBL

Design By: FBL

Drawn By: CBH

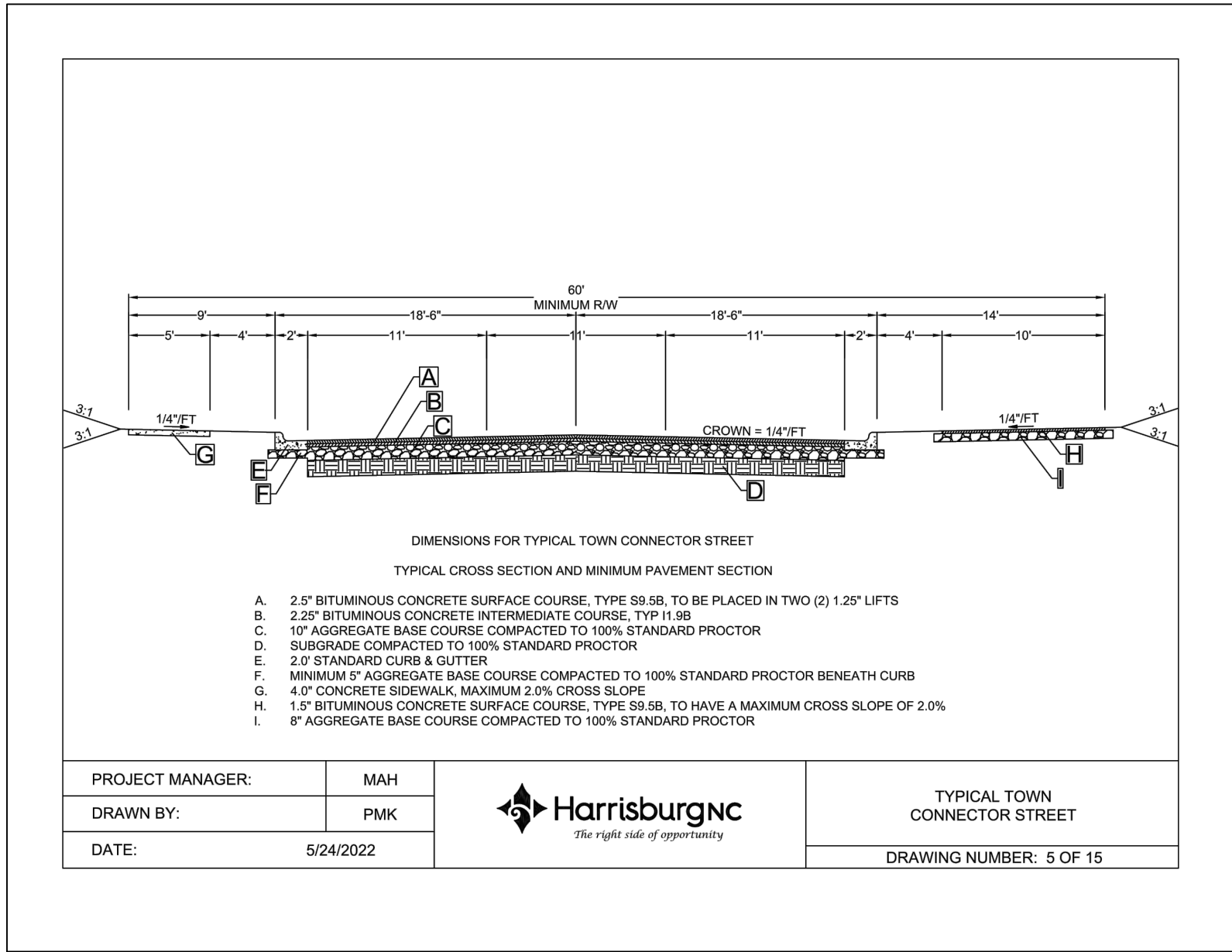
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ISAACS

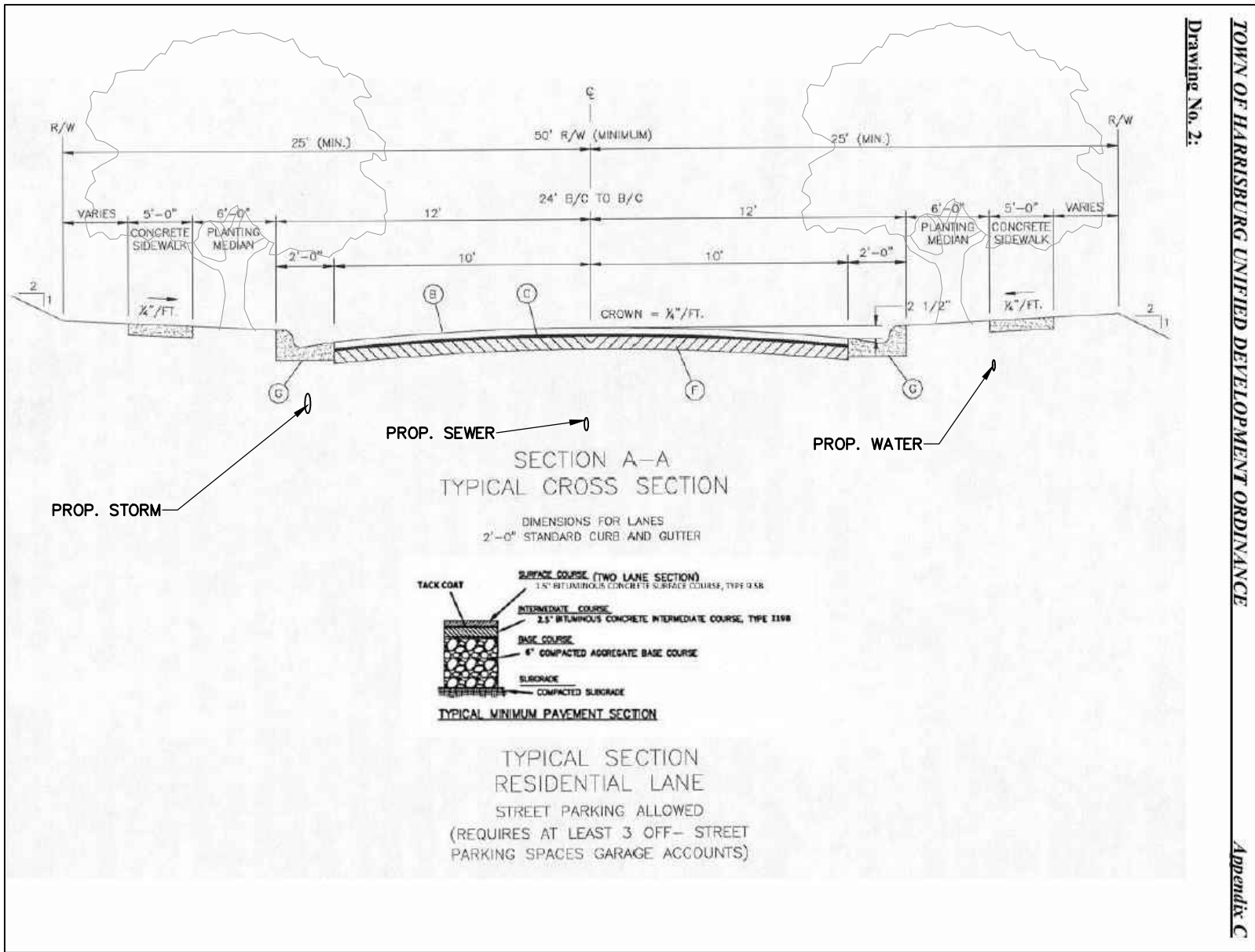
CIVIL ENGINEERING DESIGN AND SURVEYING

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

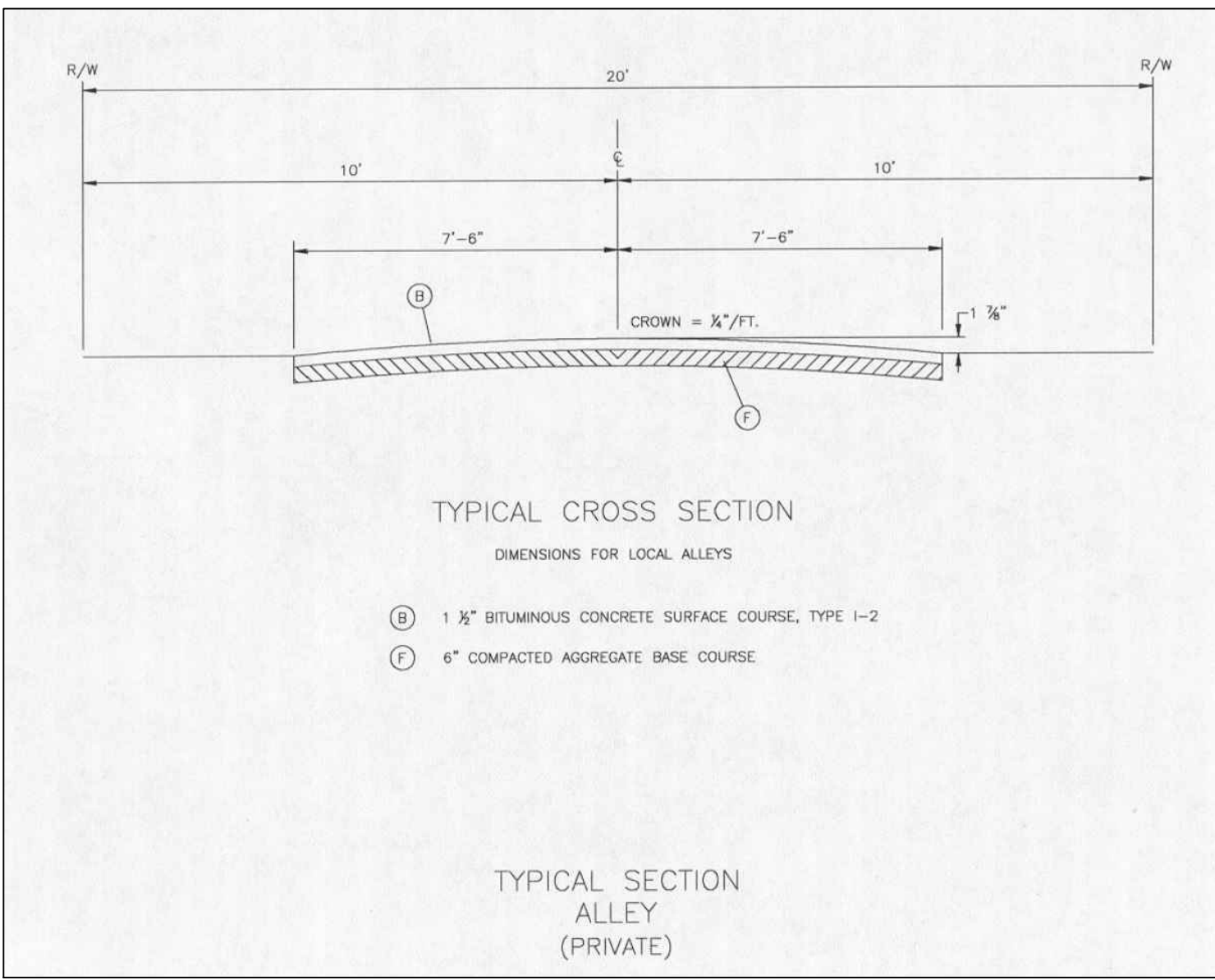
P2.0



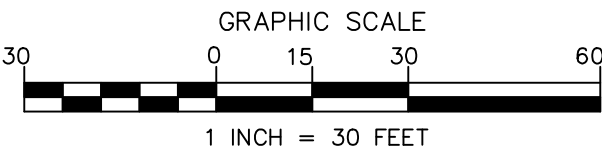
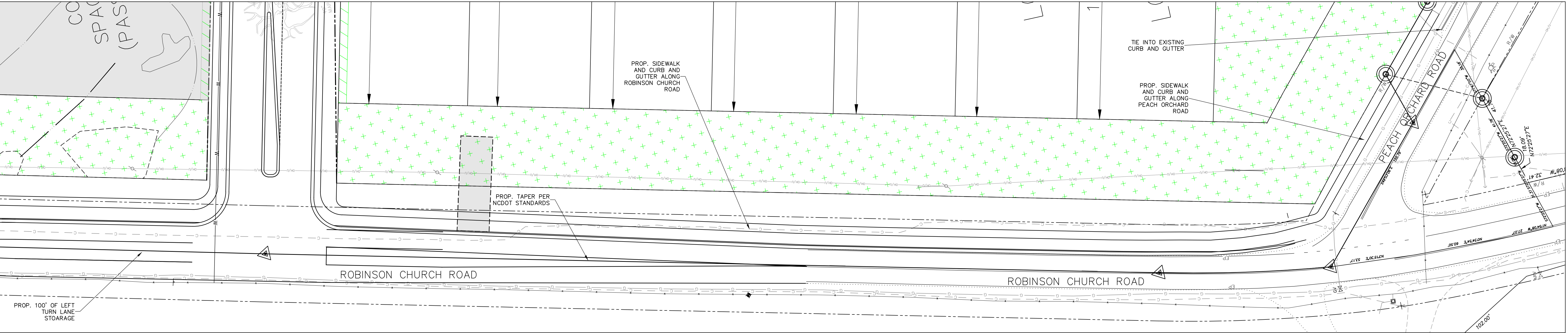
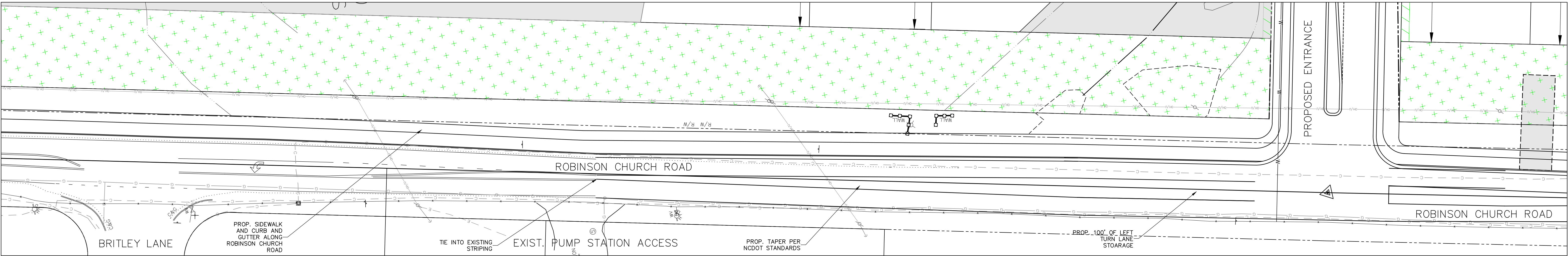
PUBLIC STREET-1



PUBLIC STREET-2



PRIVATE STREET-3



PRELIMINARY
FOR REVIEW PURPOSES ONLY

NO.	BY	DATE	REVISION
1	FBL	8/8/22	PER TOWN COMMENTS

Project:
10483 ROBINSON CHURCH RD., HARRISBURG, NC

Title:
PRELIMINARY PLAT

File #:
20207-SK.DWG

Date:
6/16/22

Project Egr:
FBL

Design By:
FBL

Drawn By:
CBH

Scale:
1"=30'

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

ISAACS
CIVIL ENGINEERING DESIGN AND SURVEYING
P3.0



June 14, 2022

Benji Layman
The Isaacs Group, PC
[Via email]

Mr. Layman,

This letter is to inform you that the rezoning request H2021-06-(R) and related annexation was **approved** by the Town Council on Monday, June 13th, 2022 meeting.

This property includes parcels PIN# 5505-97-1603, 5505-98-4167, and 5515-08-5085, located the northeastern corner of Robinson Church Road and Peach Orchard Road intersection. The rezoning request H2021-06-(R) was to rezone approximately 53.21 acres from Cabarrus County CR (Countryside Residential) to CZ-RM-1 (Conditional Zoning Residential Medium Density) The rezoning was approved with the following conditions:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to restrict primary 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 and/or other materials must extend to the ground level on all sides of the homes.
4. Applicant agrees to the mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
5. 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.
6. 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.
7. Applicant agrees to fence surrounding detention pond shall be vinyl 4-rail farm fence, preferably white.
8. Applicant agrees to pay agreed upon fee-in-lieu of required common open space.
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 have garages setback a minimum of 30' from public sidewalk/right of way to allow for enough parking space and not have the vehicle spill over to sidewalk.
12. Applicant agrees that there will be no more than 10% of the residential units as rentals at any given time and will be restricted as such by the deed restrictions.

The annexation of property within town limits was approved along with the rezoning. The annexation plat needs to be recorded at Cabarrus County Register of Deeds, and a copy of the plat provided to the Town within 30 days.



The next steps are to submit a Preliminary Plat for review that meets the above conditions, and once approved, submittal of construction plans.

If you have any questions or concerns, please let me know.

Sincerely,

Sushil Nepal, AICP
Planning & Economic Development Director
Town of Harrisburg



August 31, 2023

Public Hearing Notice

To Whom It May Concern:

Our records indicate that you own property in close proximity to properties located at the northeastern corner of Robinson Church Road and Peach Orchard Road intersection (PIN 5505-97-1603, 5505-98-4167, and 5515-08-5085). The Town Council will consider the adoption of a "Development Agreement" between the Town of Harrisburg and DRB Group North Carolina, LLC, regarding public improvements to be made by DRB Group, in conjunction with an approved development for a 71-lot single-family residential community at this location. The rezoning petition authorizing development of the new community was approved by the Town Council on June 13, 2022.

A public hearing to consider this agreement will be held on September 11, 2023, at 6:00 pm at Harrisburg Town Hall in the Town Council chambers. You are being notified of this public hearing in accordance with the requirements of Section 145.01.08.C of the Harrisburg Unified Development Ordinance (UDO) and are invited to attend the meeting (in person or virtually) and provide input or ask questions. Please see instructions below on how to access this meeting virtually.

Virtual Meeting Information:

Please click this URL to join.

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

Passcode: 212521

Or join by phone: (301) 715-8592

Dial: (301) 715-8592

Webinar ID: 834 8187 7476

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

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

H-2021-06-R Iley Meadows Development Agreement

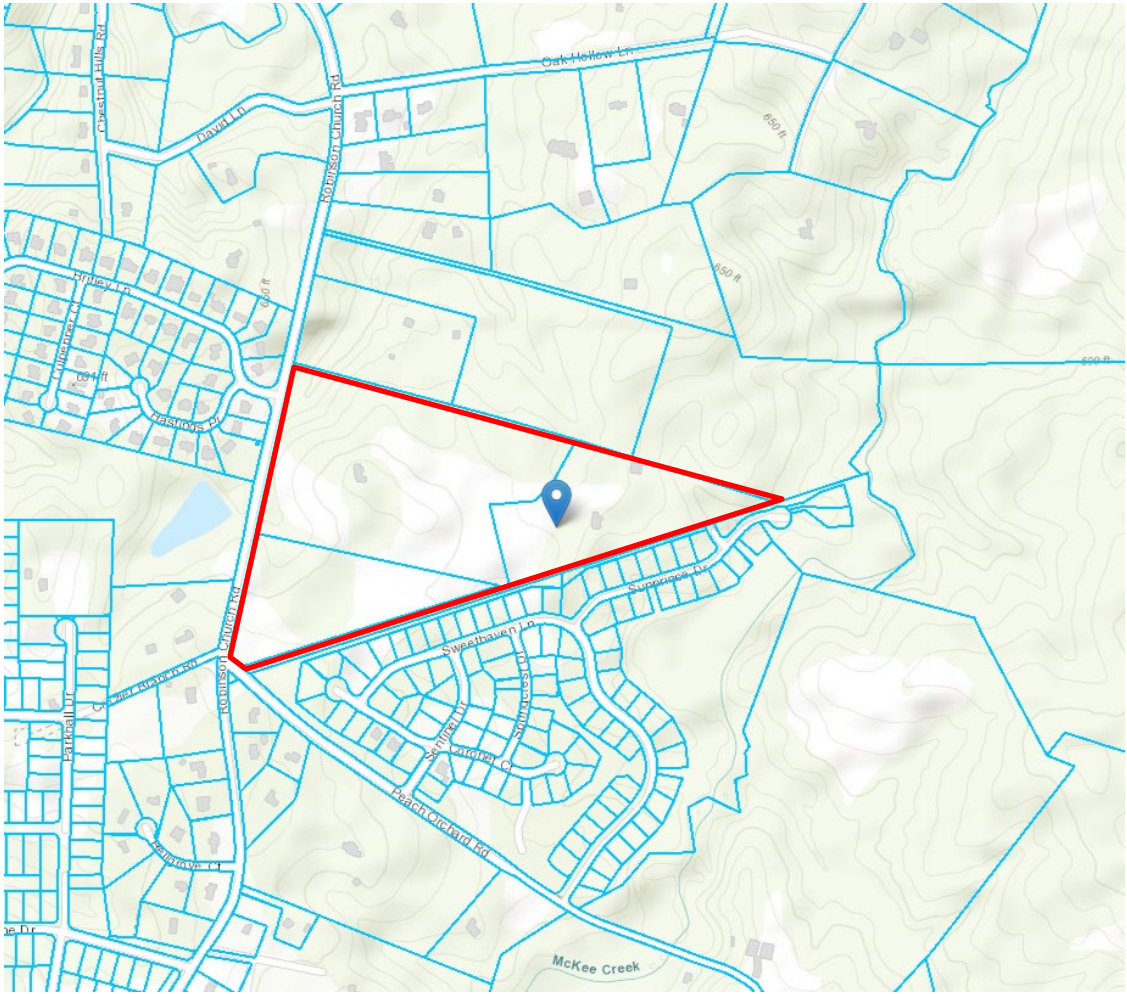
Date: Monday, September 11, 2023

Time: 6:00 PM

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

Sincerely,
Shelley DeHart, AICP
Assistant Planning Director
Town of Harrisburg

Site Location Map (Iley Meadows)



PUBLIC HEARING NOTICE

Harrisburg Town Council **Onsite/Virtual Meeting**
Monday, September 11th @ 6:00 PM
Harrisburg Town Hall- Council Chambers
4100 Main Street
Harrisburg, NC 28075

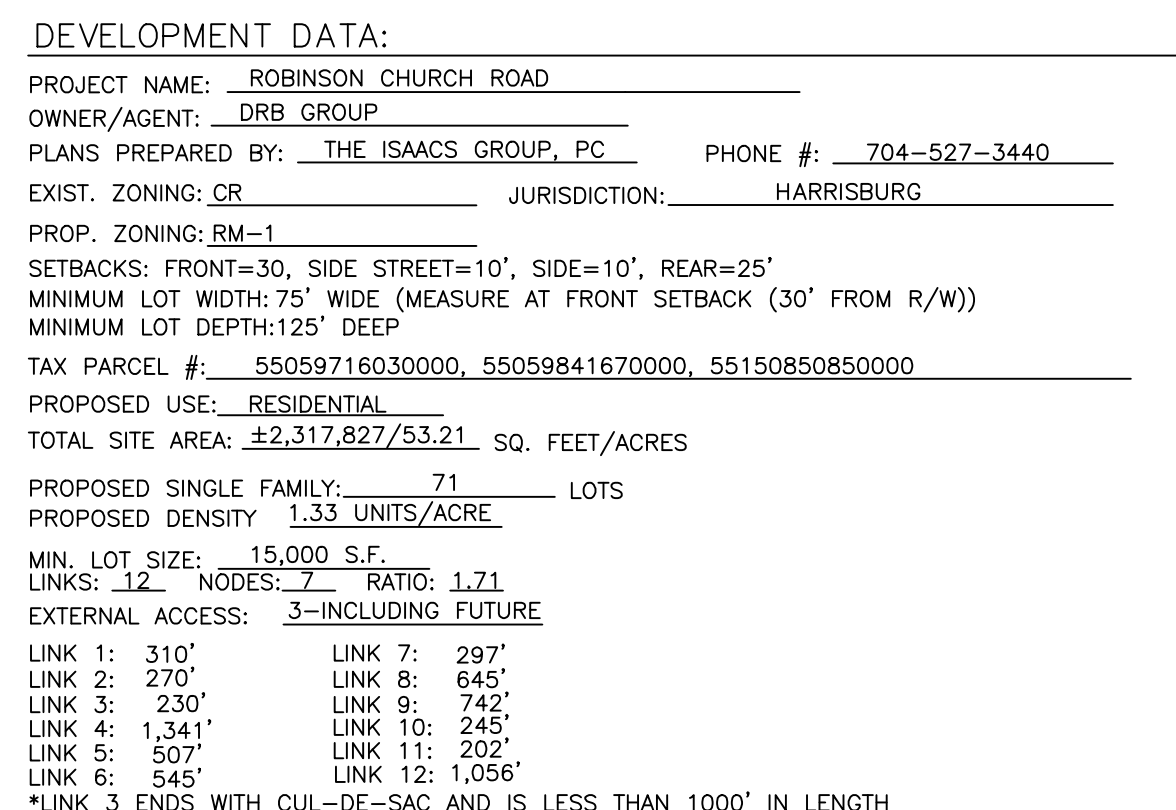
H-2023-02-TA. Consider an amendment to Section 144.03 of the Unified Development Ordinance (UDO) modifying the Legislative and Quasi-Judicial Board terms and operations consistent with the Rules of Procedure adopted by Town Council.

Harrisburg-Midland Annexation Agreement. Consider an extension of the Harrisburg-Midland Annexation Agreement.

H-2021-06-R: Iley Meadows – Development Agreement. Consideration of adoption of a “Development Agreement” between the Town of Harrisburg and DRB Group NC, LLC regarding public improvements to be made by DRB Group NC, in conjunction with the development of an approved 71 lot community to be located on property situated at the northeastern corner of Robinson Church Road and Peach Orchard Road intersection (PINs: 5505-97-1603, 5505-98-4167, and 5515-08-5085).

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

Publication Dates: Friday September 1st, and Friday September 8, 2023.



TRASH NOTE:
TRASH WILL BE CURB SIDE PICK UP

UTILITY NOTE:
PUBLIC WATER AND SEWER WILL BE EXTENDED TO SERVE SITE BY THE DEVELOPER

OPEN SPACE REQUIRED: 185,426 S.F. (8%)
ACTIVE OPEN SPACE REQUIRED: 0.025 AC. * 71 = 1.775 AC.

OPEN SPACE (PASSIVE) PROVIDED = 204,000 S.F./4.68 AC.

OPEN SPACE (ACTIVE) PROVIDED = 79,000 S.F./1.81 AC.

TOTAL OPEN SPACE PROVIDED (ACTIVE AND PASSIVE) = 283,000 S.F./6.49 AC.

DEVELOPER TO PAY IN LIEU OF DEDICATED PUBLIC OPEN SPACE

BUFFERS WITH BERMS (6' HIGH BERMS AS LABELED ON PLAN)

PROPOSED STORM WATER BMP

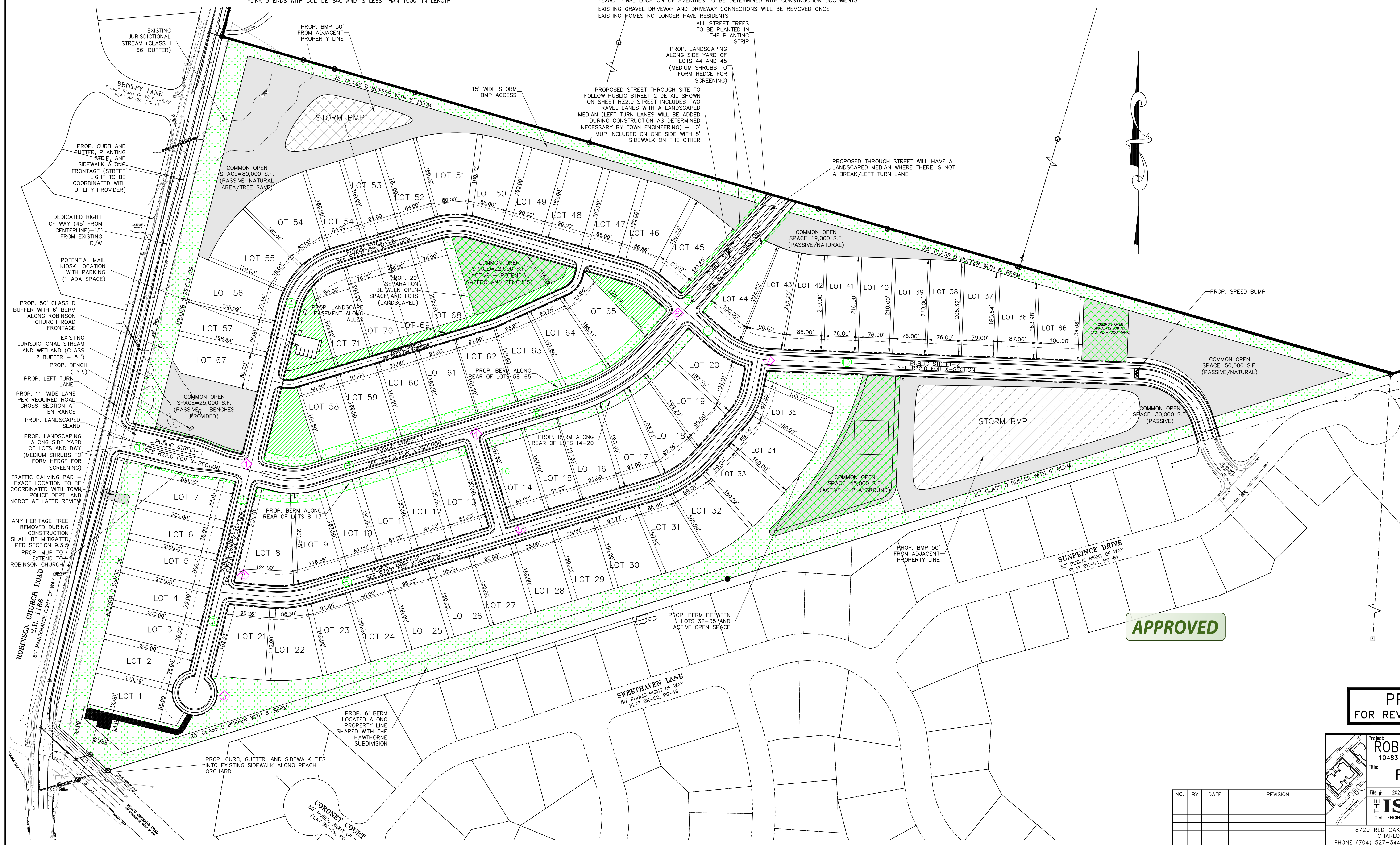
ACTIVE OPEN SPACE WILL INCLUDE DOG STATIONS, BENCHES, A PLAYGROUND, POTENTIAL GAZEBO, OPEN-AIR SHELTER AND ENHANCED LANDSCAPING. A LARGE EXPANSE OF FIELD WILL BE PROVIDED FOR RECREATIONAL ACTIVITIES AS SHOWN. SIDEWALK/TRAIL PROVIDED AS SHOWN

*EXACT FINAL LOCATION OF AMENITIES TO BE DETERMINED WITH CONSTRUCTION DOCUMENTS

EXISTING GRAVEL DRIVEWAY AND DRIVEWAY CONNECTIONS WILL BE REMOVED ONCE EXISTING HOMES NO LONGER HAVE RESIDENTS

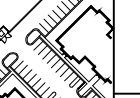
MUP NOTE:
THE MULTI-USE PATH (MUP) MAY BE MOVED TO THE NORTH SIDE OF THE THROUGH ROAD DURING CONSTRUCTION DOCUMENTS. IF TOWN STAFF DETERMINES THE MUP SHOULD BE MOVED NORTH THE 5' SIDEWALK WILL MOVE TO THE SOUTH

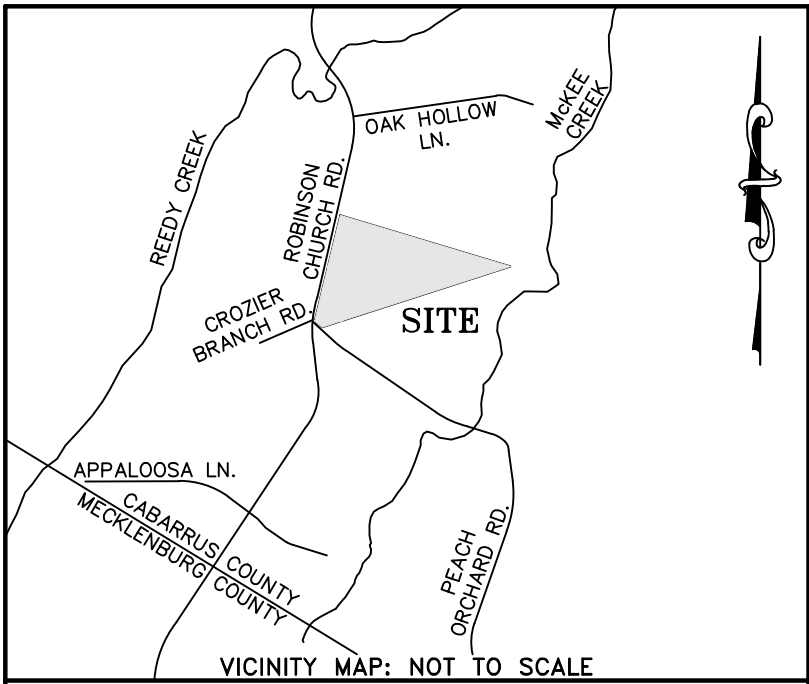
TRAFFIC CALMING NOTE:
A TRAFFIC CALMING PAD WILL BE ADDED IN COORDINATION WITH THE TOWN POLICE DEPARTMENT AND NCDOT. EXACT LOCATION WILL BE DETERMINED DURING CONSTRUCTION DRAWING REVIEW.



APPROVED

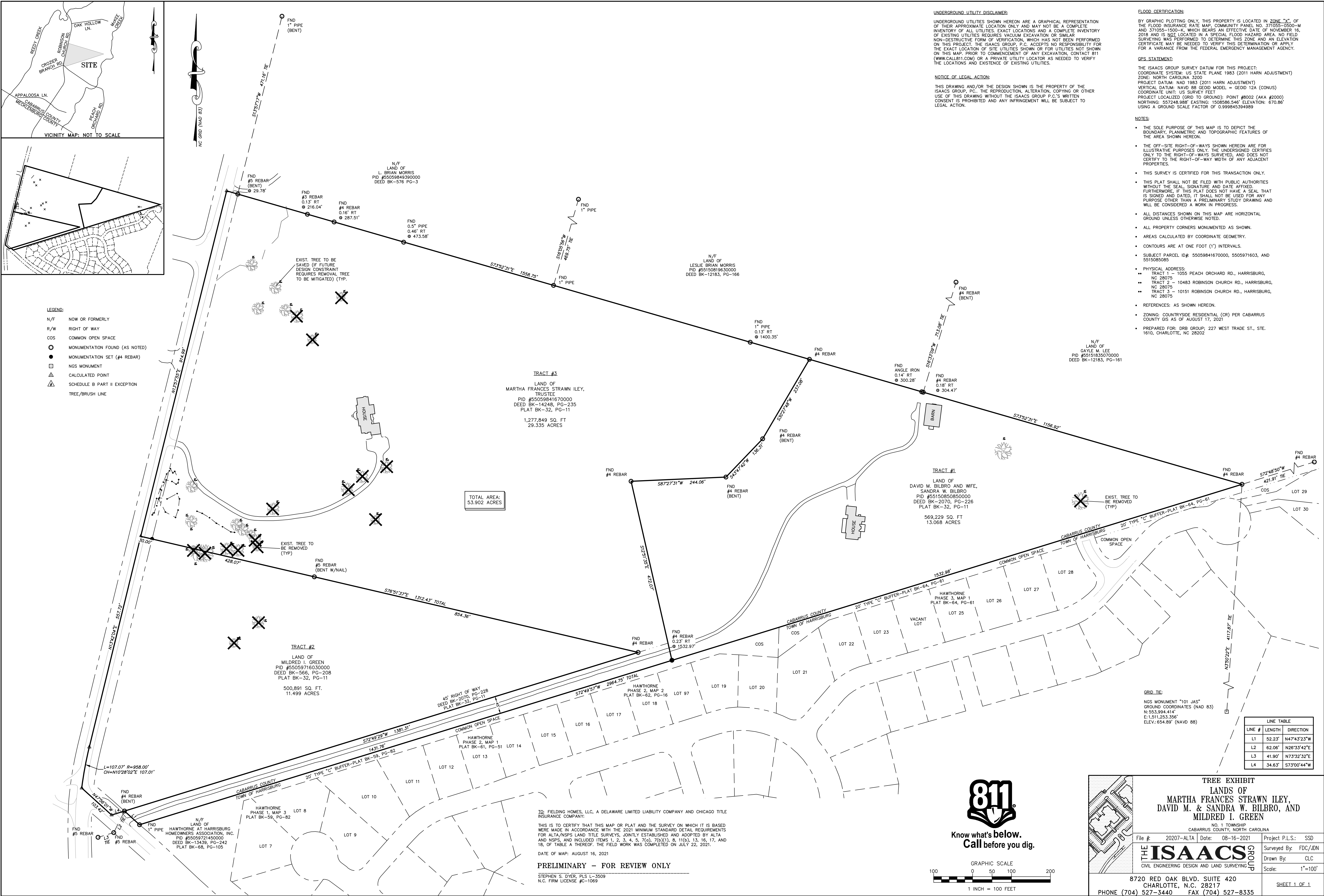
PRELIMINARY
FOR REVIEW PURPOSES ONLY

	Project: ROBINSON CHURCH ROAD 10483 ROBINSON CHURCH RD., HARRISBURG, NC		
	Title: REZONING PLAN		
	File #: 20207-SK-DWG	Date: 5/31/22	Project Egr: FBL
	Design By: FBL Drawn By: CBH		Scale: 1"=100'
THE ISAACS GROUP CIVIL ENGINEERING DESIGN AND SURVEYING			
8720 RED OAK BOULEVARD, SUITE 420 CHARLOTTE, N.C. 28217 PHONE (704) 527-3440 FAX (704) 527-8335			
			RZ1.0



LEGEND:

- N/F NOW OR FORMERLY
R/W RIGHT OF WAY
COS COMMON OPEN SPACE
● MONUMENTATION FOUND (AS NOTED)
● MONUMENTATION SET (#4 REBAR)
□ NGS MONUMENT
△ CALCULATED POINT
▲ SCHEDULE B PART II EXCEPTION
TREE/BRUSH LINE



UNDERGROUND UTILITY DISCLAIMER:

UNDERGROUND UTILITIES SHOWN HEREON ARE A GRAPHICAL REPRESENTATION OF THEIR APPROXIMATE LOCATION ONLY AND MAY NOT BE A COMPLETE INVENTORY OF ALL UTILITIES. EXACT LOCATIONS AND A COMPLETE INVENTORY OF EXISTING UTILITIES REQUIRES VACUUM EXCAVATION OR SIMILAR NON-DESTRUCTIVE FORM OF VERIFICATION, WHICH HAS NOT BEEN PERFORMED ON THIS PROJECT. THE ISAACS GROUP, P.C. ACCEPTS NO RESPONSIBILITY FOR THE EXACT LOCATION OF SITE UTILITIES SHOWN OR FOR UTILITIES NOT SHOWN ON THIS MAP. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, CONTACT 811 (WWW.CALL811.COM) OR A PRIVATE UTILITY LOCATOR AS NEEDED TO VERIFY THE LOCATIONS AND EXISTENCE OF EXISTING UTILITIES.

NOTICE OF LEGAL ACTION:

THIS DRAWING AND/OR THE DESIGN SHOWN IS THE PROPERTY OF THE ISAACS GROUP, P.C. THE REPRODUCTION, ALTERATION, COPYING OR OTHER USE OF THIS DRAWING WITHOUT THE ISAACS GROUP P.C.'S WRITTEN CONSENT IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.

FLOOD CERTIFICATION:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 371055-0500-M AND 371055-1500-K, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 16, 2018 AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

GPS STATEMENT:

THE ISAACS GROUP SURVEY DATUM FOR THIS PROJECT:
COORDINATE SYSTEM: US STATE PLANE 1983 (2011 HARN ADJUSTMENT)
ZONE: NORTH CAROLINA 3200
PROJECT DATUM: NAD 1983 (2011 HARN ADJUSTMENT)
VERTICAL DATUM: NAVD 88 GEOID MODEL = GEOID 12A (CONUS)
COORDINATE UNIT: US SURVEY FEET
PROJECT LOCALIZED (GRID TO GROUND): POINT #8002 (AKA #2000)
NORTHING: 557248.988' EASTING: 1505886.546' ELEVATION: 670.86'
USING A GROUND SCALE FACTOR OF 0.999845394989

NOTES:

- THE SOLE PURPOSE OF THIS MAP IS TO DEPICT THE BOUNDARY, PLANIMETRIC AND TOPOGRAPHIC FEATURES OF THE AREA SHOWN HEREON.
- THE OFF-SITE RIGHT-OF-WAYS SHOWN HEREON ARE FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT-OF-WAY WIDTH OF ANY ADJACENT PROPERTIES.
- THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
- THIS PLAT SHALL NOT BE FILED WITH PUBLIC AUTHORITIES WITHOUT THE SEAL, SIGNATURE AND DATE AFFIXED. FURTHERMORE, IF THIS PLAT DOES NOT HAVE A SEAL THAT IS SIGNED AND DATED, IT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A PRELIMINARY STUDY DRAWING AND WILL BE CONSIDERED A WORK IN PROGRESS.
- ALL DISTANCES SHOWN ON THIS MAP ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
- ALL PROPERTY CORNERS MONUMENTED AS SHOWN.
- AREAS CALCULATED BY COORDINATE GEOMETRY.
- CONTOURS ARE AT ONE FOOT (1') INTERVALS.
- SUBJECT PARCEL ID# 55059841670000, 5505971603, AND 5515085085
- PHYSICAL ADDRESS:
 - TRACT 1 - 1055 PEACH ORCHARD RD., HARRISBURG, NC 28075
 - TRACT 2 - 10483 ROBINSON CHURCH RD., HARRISBURG, NC 28075
 - TRACT 3 - 10151 ROBINSON CHURCH RD., HARRISBURG, NC 28075
- REFERENCES: AS SHOWN HEREON.
- ZONING: COUNTRYSIDE RESIDENTIAL (CR) PER CABARRUS COUNTY GIS AS OF AUGUST 17, 2021
- PREPARED FOR: DRB GROUP; 227 WEST TRADE ST., STE. 1610, CHARLOTTE, NC 28202

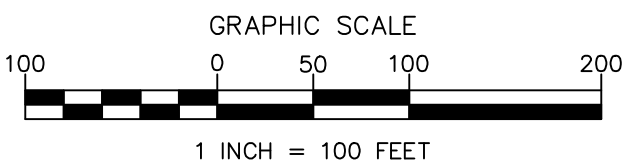
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	52.23'	N47°43'23"W
L2	62.06'	N26°33'42"E
L3	41.90'	N73°32'32"E
L4	34.63'	S73°00'44"W

GRID TIE:

NGS MONUMENT "101 JAS"
GROUND COORDINATES (NAD 83)
N: 553,994.414'
E: 1,511,253.356'
ELEV.: 654.89' (NAVD 88)



Know what's below.
Call before you dig.



TO: FIELDING HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND CHICAGO TITLE INSURANCE COMPANY:

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 INCLUDED ITEMS 1, 2, 3, 4, 5, 7(c), 7(b)(1), 8, 11(d), 13, 16, 17, AND 18, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 22, 2021.

DATE OF MAP: AUGUST 16, 2021

PRELIMINARY - FOR REVIEW ONLY

STEPHEN S. DYER, PLS L-3509
N.C. FIRM LICENSE #C-1069

TREE EXHIBIT

LANDS OF
MARTHA FRANCES STRAWN ILEY,
DAVID M. & SANDRA W. BILBRO, AND
MILDRED I. GREEN

NO. 1 TOWNSHIP
CABARRUS COUNTY, NORTH CAROLINA

File #: 20207-ALTA Date: 08-16-2021 Project P.L.S.: SSD

Surveyed By: FDC/UDN

Drawn By: CLC

Scale: 1"=100'

8720 RED OAK BLVD. SUITE 420
CHARLOTTE, N.C. 28217

PHONE (704) 527-3440 FAX (704) 527-8335

SHEET 1 OF 1



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Budget Amendment for Sod for Harrisburg Park Fields

Presenting Personnel:

Jim Spina, Parks and Recreation Director

Suggested Motion or Action:

If approved, motion to approve the FY2024 Budget Ordinance Amendment in the amount of \$10,000 for sod on the Town's athletic fields.

Description/Background:

Staff purchased and installed sod on the four soccer fields and one football field at Harrisburg Park in mid-July using what was in the approved budget. Unfortunately, the sod did not completely cover all the bare spots. When the budget was created in December of last year, staff projected in their best opinion and knowledge the amount of sod needed. Weather along with the number of players that utilize the fields as part of our youth soccer and football programs creates wear and tear in the goalie boxes, specifically on Fields 1, 2, and 5. Staff would like to repair these spots prior to the Spring 2024 Season in order to provide the best quality and safest playing surface possible for our youth athletes and participants. Additional funds of \$10,000 would allow staff to purchase the remaining sod needed to repair these spots at the end of the current fall season to be ready for play in Spring of 2024. Staff has further identified a higher grade and sturdier sod that should significantly help on the ROI with the sod in these areas of the fields.

Recommendation:

Approve the FY2024 Budget Ordinance Amendment for \$10,000 to purchase sod to repair fields at Harrisburg Park.

Fiscal Impact:

If approved, the \$10,000 requested for sod replacement is provided by the General Fund's contingency account. The current balance of contingency funds is \$474,000, which would be reduced to \$464,000 for the remainder of the fiscal year.

Attachments:

1. Amendment - GF - Parks Sod Replacement 10092023



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 sod replacement at Harrisburg Park.
- Section 2.** To amend the General Fund, the appropriations are to be changed as follows:
- | | |
|--|-----------|
| Increase line item 100-5000-54300
M/R – Buildings and Grounds | \$ 10,000 |
| Decrease line item 100-8750-59500
Contingency | \$ 10,000 |
- 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 9th day of October, 2023.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of County-Appointed ETJ Planning Board Member

Presenting Personnel:

Zac Gordon, Planning Director

Suggested Motion or Action:

Motion to direct the Town Manager to prepare a letter to the Cabarrus County Manager requesting that the Cabarrus County Board of Commissioners appoint an ETJ member to the Planning and Zoning Board to fill the current vacancy. To further provide that after 90 days, if the County has not made such an appointment, the Town will work to fill the position itself as detailed in the Planning and Zoning Board Rules of Procedure.

Description/Background:

The Planning and Zoning Board is comprised of seven (7) members, one of which must be a resident of the Town's ETJ (Extra-territorial Jurisdiction). Currently, the ETJ position is vacant, leaving only six members to conduct business. In accordance with Chapter 160D-307 of the NCGS, appointment of the ETJ position is the responsibility of the County Board of Commissioners. The County shall make the appointments within 90 days following the receipt of a request from the Town that the appointments be made. If the County Board of Commissioners is not able to identify and appoint a resident of the ETJ area to meet membership requirements, they may appoint a resident of the County to fill the position. If the County Board of Commissioners fails to make this appointment within 90 days after receiving the request from the Town Council, the Town Council may then appoint someone to fill the position.

Recommendation:

Adopt a motion directing the Town Manager to prepare a letter to the County Manager requesting that the County Board of Commissioners appoint an ETJ member to the Planning and Zoning Board to fill the current vacancy.

Fiscal Impact:

None

Attachments:

None