



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

**February 12, 2024  
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
- F. PUBLIC COMMENT - Anyone wishing to address the Town Council may do so during the Public Comment section. Please state your name and address for the record, be courteous and do not repeat what has already been said. Please keep your comments about the subject and not personal in nature.

**2. CONSENT AGENDA**

- A. Consider the minutes of the January 8, 2024 Town Council Meeting
- B. Consideration of Amendment to the Water and Sewer CIP Update Project and related FY2024 Budget Ordinance Amendment
- C. Consideration of FY2024 Financial Audit Contract
- D. Consideration of Amendment to Strategic Economic Development Plan (SEDP) Contract with Thomas P. Miller & Associates (TPMA) and Related Budget Amendments.

**3. COMMUNICATIONS**

- A. TOWN MANAGER REPORT

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

**4. PUBLIC HEARINGS**

- A. H-2018-08-R: Camellia Gardens Development Agreement - Consider adoption of Development Agreement between the Town of Harrisburg and EHC Homes LLP and related FY2024 Budget Ordinance Amendments

**5. OLD BUSINESS**

- A. H-2023-04 TA: UDO text amendment of Sections 140.04.07 and 140.04.08 associated with Food Trucks and other Temporary Uses

**6. NEW BUSINESS**

- A. Consideration of Writing Off Utility Account Balances and the Related FY2024 Budget Ordinance Amendment
- B. Consideration of Purchase of a Freightliner Dump Truck and Related Budget Amendment for the Public Works Department
- C. Consideration of a 20-year extension to the Interjurisdictional Pretreatment Agreement with WSACC
- D. Consideration of Contract with Carolina Siteworks, Inc. for Construction of the Harrisburg Park Pond Improvements and the related FY2024 Budget Ordinance Amendment
- E. Consideration of Fuda Creek Greenway Project and Related Budget Amendments.
- F. Consideration of Back Creek Greenway Trailhead and Parking Area Project and Related Budget Amendments.

**7. ACTION ITEMS**

**8. CLOSED SESSION**

**9. ADJOURNMENT**

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**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.

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## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consider the minutes of the January 8, 2024 Town Council Meeting

**Presenting Personnel:**

Janet Rackley, Town Clerk

**Suggested Motion or Action:**

Motion to approve the minutes of the January 8, 2024 Town Council meeting, as presented.

**Description/Background:**

Attached are the Town Council minutes for the January 8, 2024 Town Council Meeting.

**Recommendation:**

Staff recommends approval of attached minutes.

**Fiscal Impact:**

None

**Attachments:**

1. January 8, 2024 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA  
TOWN COUNCIL MEETING  
MONDAY, JANUARY 8, 2024  
6:00 PM**

**MINUTES**

**This meeting was held in person as well as 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, Altyn Cotell, Mike Thevenin, LaTrecia Glover, Chris Faw

**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:**

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

**1C.**

**INVOCATION**

Councilmember Thevenin conducted the invocation.

**1D.**

**PLEDGE OF ALLEGIANCE**

**1E.**

**SPECIAL PRESENTATIONS**

- **State Representative Presentation of Budget Appropriations for the Harrisburg YMCA.** State House Representatives Kevin Crutchfield, Diamond Staton-Williams and Kristin Baker presented a check from the NC State General Assembly to Harrisburg YMCA Executive Director Brett Crosby, Associate Executive Director Christine Boll, and CEO Jamie Morgan for \$8,000,000 for the new Harrisburg YMCA. Mayor Teague also extended special thanks to Senators Johnson and Newton for their help in getting these funds for the YMCA.
- **Transportation Bonds and Public Works Update.** Public Works Director, Mallory Hodgson, presented an update on the current status for Transportation Bond Projects and other Public Works updates.

**1F.**

**PUBLIC COMMENT**

- Rep. Diamond Staton-Williams, 6626 Burkwood Court, Harrisburg – thanked Council for continuing to support the Youth Council. They are moving in the right direction with their Capstone Project and investing in these kids is also a great investment in our community.
- Mike Branham, 5662 Berry Ridge Drive, Harrisburg – would like to hear an update on the water bill budgeting program.
- Brian Echevarria, 3940 Balmoral Avenue, Harrisburg – spoke concerning his campaign for NC State House.
- Rep. Kevin Crutchfield, 9817 Mt. Pleasant, Midland – spoke concerning his campaign for NC State House.
- Franklin Watkins, 200 Sims Parkway, Harrisburg – spoke concerning the vote for Mayor Pro-Tem.



- Brett Crosby, 224 Ridge Drive, Harrisburg – thanked NC State Representatives for the check presented to the YMCA. Updates on the construction of the YMCA will be coming soon.

2.

## **CONSENT AGENDA**

- Consider the minutes of the December 11, 2023, Town Council Meeting
- Consider FY2024 Budget Ordinance Amendment to the HRA Fund

## **MOTION:**

Councilmember Cotell made a motion to approve the Consent Agenda. Second was made by Councilmember Faw. **The motion passed 7-0.**

3A.

## **COMMUNICATIONS**

### **Town Manager Report**

- Council Retreat coming up January 20<sup>th</sup>. All our budget meetings are open to the public and everyone is welcome to attend. They will also be on Zoom so you can watch it remotely as well.
- January 22<sup>nd</sup> – Harmony will be starting to work on the light at Rocky River.
- As of December 21<sup>st</sup>, we have had 396 homes built in the Town in 2023. That is the most ever, in spite of the current housing market and higher interest rates. It shows just what a desirable community Harrisburg is.
- Staff has done a great job working in a very tight labor market, doing more with less, and even more so lately as we have been down some positions.
- Thanked State Representatives for the work they did on getting \$8,000,000 for the new Harrisburg YMCA. There is a lot of money coming into the community from the General Assembly and that along with grants we have gotten have been a great help to us.
- We are proud that we have been able to keep that unique Harrisburg community feel as we continue to grow.

3B.

## **COMMUNICATIONS**

### **Finance Report**

Finance Director Brian Lee presented the Finance report.

3C.

## **COMMUNICATIONS**

### **Law Enforcement Report:**

Captain Measimer presented the Law Enforcement report.

3D.

## **COMMUNICATIONS**

### **Fire Department Report:**

Chief Dunn presented the Fire Department report.

3E.

## **COMMUNICATIONS**

### **MAYOR'S COMMENTS**

- Thanked everyone involved in the 50<sup>th</sup> Anniversary Dinner that was held in December. It was a very nice event.
- Attended breakfast for newly elected officials at the Centralina Regional Council last Friday. Got to meet a lot of newly elected folks and hear more about the Centralina Regional Council initiatives.
- Every year we must appoint Council members as liaisons to our boards and committees. This year for the Parks and Recreation Advisory Board, the primary member will be Chris Faw and the alternate will be Maurice Price. For the HACH Committee, the primary will be LaTrecia Glover, and the alternate will be Chris Faw. For the Youth Council, the primary will be Mayor Teague, and the alternate will be Altyn Cotell. For the Planning and Zoning Advisory Board, the primary will be Mike Thevenin and the alternate will be Rodney Dellinger. For the Board of Adjustment, the primary will be Altyn Cotell and the alternate will be Rodney Dellinger.

- After each election, a new Mayor Pro-Tem must be chosen by vote of the Council. Mayor Teague asked for nominations.

**MOTION:**

Councilmember Smith made a motion to appoint LaTrecia Glover to the Mayor Pro-Tem position. Second was made by current Mayor Pro-Tem Price. **The motion passed 7-0.**

**3F.**

**COMMUNICATIONS**

**COUNCIL COMMENTS**

**Councilmember Thevenin**

- Apologized for the “extra” invitation that went out for the upcoming budget meeting.

**Councilmember Faw**

- Would like us to try to find creative ways to advertise public hearings so that we can reach as many people as possible.

**Mayor Pro-Tem Glover**

- Believes that we all value the Town’s history, that we are all connected and value collaboration. Really looking forward to working with everyone over the next few years.
- Everyone stay safe tomorrow in this weather.

**Councilmember Smith**

- Heard that there may be a data center built down off Caldwell Road. It’s not in Harrisburg but just wanted to give a heads up. Town Manager Donham stated that he had not heard anything about this.

**Mayor Pro-Tem Glover**

- Reminded everyone that MLK day celebrations will be held in Concord this weekend including a parade and small business showcase on Saturday, Dream Lunch on Sunday, and other events throughout the weekend and on Monday.

**Councilmember Cotell**

- Thanked State Representatives for the check presented to the YMCA, and also thanked the Mayor for her work in Raleigh to help facilitate this donation.

**4A.**

**PUBLIC HEARING**

**H-2023-04 TA: UDO text amendment of Sections 140.04.07 and 140.04.08 associated with Food Trucks and other Temporary Uses.** The use of Food Trucks has grown in popularity within our community over the past few years, which was the impetus for a Town Council discussion and review of current use regulations on August 14, 2023. The Council provided staff with direction on strengthening town regulations, along with adding clarity to performance standards. The amendment is primarily focused on food truck regulations. However, other temporary use subsections were included in this amendment. The Planning and Zoning Board heard this text amendment at its October 17th and November 14th public meetings. After receiving the staff report and deliberation, the Board approved the draft amendment with minor modifications, recommended approval to the Town Council, and made the required findings of fact to support the text amendment as provided in this report.

**Proposed "Food Truck" regulations modifications:**

- Added a definition for Food Trucks and Mobile Food Vending.
- The ability to have a "food truck court" as an accessory use by right 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 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, special location consideration, 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.
- Encourage the use of renewable energy equipment associated with food truck operations.

While reviewing and modifying Sections 140.04.07 and 140.04.08 of the UDO, staff noted the following sections needed amendment:

1. Portable storage containers - this section, as written, lacks clarity for implementation. Enhancement of this section includes:
  - Clear definition for these containers.
  - Provide a 14-day grace period prior to issuance of a Temporary Use Permit.
  - Maximum size of containers.
  - Location options
  - Provide an opportunity for a time extension beyond the 90-day timeframe.
2. Sidewalk vendors- this section would have allowed sidewalk vendors as a temporary use on public sidewalks within the General Commercial zoning classification. This section is proposed to be amended by adding:
  - A clear definition.
  - Only allowing the use to be conducted in conjunction with a town-sponsored or recognized event; or as otherwise granted by permission of the Town.
3. Correction of various cross-references.

The Public Hearing was opened.

Speaking:

- Brian Echevarria, 3940 Balmoral Avenue, Harrisburg – asked for more clarity on the amendment
- Brent Whichel, 5445 Somerset Lane, Harrisburg – questions about feedback from food truck vendors and businesses
- Larry Pittman, 250 Roberta Road, Harrisburg – against
- Wally Wallace, Addison Park, Harrisburg – questions about non-profits and costs of permits

The Public Hearing was then closed.

After some discussion, the following action was taken:

**MOTION:**

Councilmember Smith made a motion to defer consideration of Text Amendment H-2023-04-TA, amending Sections 140.04.07 and 140.04.08 of the UDO to establish and enhance regulations associated with Food Trucks, Portable On-Site Storage, and Sidewalk Vendors until next month. Second was made by Councilmember Dellinger. **The motion passed 7-0.**

**5A.**

**OLD BUSINESS**

None

**6A.**

**NEW BUSINESS**

**Consideration of Contract to upgrade Fire SCBA Cascade System Capital Purchase.** 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.

The former contract/quote that was previously approved was for a 7000PSI system upgrade. The new contract/quote is for a 6000 PSI system upgrade. The new contract/quote provides the same component upgrades as the original, but also

includes a 6000 PSI compressor for Station 2 which will provide a dedicated site so FD301 can be refilled at its assigned station and a closer site for Training operations and Station 3 to refill their SCBAs and Rapid Intervention Packs (RIT).

By going with a 6000 PSI system the savings allows the purchase of the second compressor due to not having to change out so many components currently in place (blast chambers, regulators, etc.) as 7000 PSI systems require more robust safety features that are not necessary with a 6000 PSI system.

After some discussion, the following action was taken:

**MOTION:**

Councilmember Smith made a motion to approve the contract with Safe Air Systems to complete an upgrade to the SCBA cascade system for approximately \$58,900. Second was made by Councilmember Thevenin. **The motion passed 7-0.**

**7.**

**ACTION ITEMS**

- If there is additional feedback or information concerning the food truck text amendment, send to Council
- Look into more ways to communicate information on public hearings
- Check into potential data center

**8.**

**CLOSED SESSION**

None

**9.**

**ADJOURNMENT**

**MOTION:**

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

ATTEST:

\_\_\_\_\_  
Janet Rackley, Town Clerk

\_\_\_\_\_  
Jennifer Teague, Mayor



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of Amendment to the Water and Sewer CIP Update Project and related FY2024 Budget Ordinance Amendment

**Presenting Personnel:**

Mallory Hodgson, Public Works Director

**Suggested Motion or Action:**

Motion to execute the attached addendum to the agreement and associated budget amendment

**Description/Background:**

In the Spring of 2022, the Town was awarded a \$400,000 asset inventory and assessment grant from NCDEQ. The project would provide \$240,000 of financial assistance for a water asset inventory assessment (AIA) and \$160,000 for a waste water AIA. The Town is currently under contract with Black and Veatch for completion of the water and sewer CIP update and Water model. There is considerable overlap between the current project, which was initiated Fall 2023, and the asset inventory assessment grant. Town Staff worked through the fall to meet the requirements of the grant funding and is now able to execute an amendment to the agreement with Black and Veatch for the additional work covered under the AIA Grant. Additional work to be performed (Above what was budgeted in FY24) includes wastewater flow evaluation to determine flow projection in the existing and future service areas, a wastewater collection system assessment to establish existing pump station capacity, and develop a horologic/hydraulic model of the wastewater system.

**Recommendation:**

Staff recommends approval of the attached agreement to increase Black and Veatch's scope of work for the project by utilizing NCDEQ AIA ARPA Grant Funds.

**Fiscal Impact:**

The total fiscal impact of executing this agreement is \$150,000, which will bring the project total to \$400,000. The FY24 budget for the project was capped at \$250,000 and the AIA ARPA Grant will reimburse up to \$400,000 of eligible expenses. NCDEQ has reviewed the scope of the already executed and draft agreements and all expenses are expected to be reimbursed by NCDEQ.

The attached FY2024 Budget Ordinance Amendment recognizes the \$400,000 in grant proceeds and allows for the additional \$150,000 expenditure toward this project. The balance of \$250,000 which was already budgeted with Town funds prior to the grant is being returned to the Water and Sewer contingency account. This bring the balance in contingency funds to approximately \$550,000 for the remainder of FY2024.

**Attachments:**

1. 2024 - 6000 - B+V - Water Model & CIP Update - Addendum1 - Draft
2. 2024 - 6000 - Black & Veatch - Water Model & CIP Update 08.03.2023- Executed
3. Amendment - WSF - AIA Grant Proceeds 02122024

**Amendment to Professional Services Agreement – See Attached Exhibit Amendment 1 Attachments A and B**

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**Description of Amendment**

1. Engineer shall perform Professional Services for the fees shown as provided in the detailed proposal and scope entitled Amendment 1 Attachments A and B.
2. All other terms and conditions of the Agreement dated July 15, 2023 for Water & Wastewater CIP Planning Update shall remain in full force and effect.
3. Payment for the services described in Amendment 1 Attachments A and B will be lump sum as shown in Amendment 1 Attachments A and B and shall not exceed \$150,000.00.

The Effective Date of this Amendment is \_\_\_\_\_.

OWNER: Town of Harrisburg

ENGINEER: Black & Veatch International  
Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

I hereby certify that this contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date

**AMENDMENT 1  
Attachment A  
SCOPE OF SERVICES**

**Owner: Town of Harrisburg  
Cabarrus County, North Carolina  
Engineer: Black & Veatch International Company**

**Project: Water & Wastewater CIP Planning Update**

**AMENDMENT DESCRIPTION**

The Amendment adds various wastewater system related tasks and assessments to the Project Scope of Services.

**SCOPE OF SERVICES**

The new services to be added per this Amendment will be as follows:

- Phase 7000: Wastewater Flow Evaluation
- Phase 8000: Wastewater Collection System Assessment

**Phase 7000 Wastewater Flow Evaluation**

This phase includes development of wastewater flow projections for the Town's existing service area and will be conducted in conjunction with Phase 3000.

**Deliverables:**

- Wastewater Flow Evaluation Technical Memorandum (combined with Phase 3000 Task 340 Technical Memorandum)
- Workshop/Meeting Notes and PowerPoint Presentation (combined with Phase 3000 Task 330 Demand Evaluation Workshop)

**Task 710 – WSACC Wastewater Flow Forecast Review**

ENGINEER will review forecasts prepared in conjunction with WSACC's System Master Plan project for the Town's 20-year planning horizon. The parcel-level base-year and future year (2030 and 2040) flows calculated during WSACC's project will be used for the OWNER'S project.

**Task 720 – Wastewater Flow Evaluation**

Review and Summarize Historical Wastewater Flow Data. ENGINEER will review available wastewater flow records from the recently completed WSACC flow projections. Monitoring data from up to 12 meters, distributed by WSACC as part of the wastewater system master plan, will be used to infer wastewater flow contribution

from the OWNER's collection system. Flow analysis from this data will be performed to determine the average daily dry-weather flow (ADDF). Available rainfall data will be used to determine the rainfall derived infiltration and inflow (RDII) under wet-weather conditions.

Establish Existing and Future Flows. ADDF for the base-year will be spatially allocated to sewersheds within the Town's service area. ENGINEER will also work with OWNER to identify potential private system acquisitions that are not included in the WSACC wastewater flow projections along with flows associated with those private systems. ENGINEER will then spatially reallocate the flows determined above. Projected future ADDF will be spatially applied as a function of population growth rate estimates of years 2030 and 2040, while RDII will be applied as a function of developed acreage.

#### **Task 730 – Flow Evaluation Workshop (combined with Phase 3000 Task 330 Demand Evaluation Workshop)**

A workshop will be conducted with the OWNER to review the wastewater flow analyses and associated assumptions and refine the preliminary projections if needed so that they are appropriate for system planning purposes. ENGINEER will also establish items to be included in the technical memorandum that is prepared to document the work completed for this Phase. Projection PowerPoint slides will be delivered to the OWNER after the workshop. Any changes to the projections will be documented in the technical memorandum.

#### **Task 740 – Flow Evaluation Technical Memorandum (combined with Phase 3000 Task 340 Technical Memorandum)**

ENGINEER will prepare and submit to the OWNER a draft technical memorandum (TM) for review and comment. The draft TM will include a summary of the established projections, a summary of the historical wastewater flows, list of assumptions, and the wastewater flows for the base year and planning years broken down by sewershed. The draft TM will be submitted electronically after the Workshop for the OWNER's review and comments.

### **Phase 8000 Wastewater Collection System Assessment**

Following completion of the Wastewater Flow Evaluation, the ENGINEER will proceed with assessing the OWNER's wastewater collection system. The primary objective of this assessment will be to help determine that the OWNER can convey its wastewater to WSACC's collection system and treatment plant throughout the planning horizon.

#### **Deliverables:**

- System Assessment Technical Memorandum
- Hydraulic Model

#### **Task 810 – Establish Existing Pump Station Capacities**

Under this task, the ENGINEER will request information from the OWNER to compile available pump station information at 14 locations within the OWNER's collection system. The



objective is to establish pump station firm capacity to be used in determining the adequacy of the pump station under current and future conditions. Information needed from OWNER to achieve this objective will require physical and operational information about each pump station including, but not limited to: wet well dimensions, pump curves, force main sizes, pump start/stop or other operational settings, SCADA data, and drawdown test results of tests performed.

Pump station capacity firm capacity will be used against the peak design flow established for the upstream contribution area. Firm capacity is defined as the total available pumping capacity with one pump out of service.

### **Task 820 – Hydrologic/Hydraulic (H/H) Model Development and Capacity Analysis**

The OWNER maintains its collection system inventory in GIS format that includes gravity sewers, manholes, pump stations, force mains, and sewer basins. This information will be imported into a commercially available hydraulic modeling platform to build the hydraulic model. Hydraulic model development typically requires filling missing data gaps using inference from existing data, along with best engineering judgment. Data gaps will be filled to develop a connected model of the OWNER's collection system including 14 pump stations and approximately 3,000 pipes and manholes or to the extent possible.

Existing sewershed boundaries tributary to each Pump Station will be used to divide each PS sewershed into subcatchments. System flows established in Task 330 will be allocated to these subcatchments in the model. Contributing subcatchment area will be determined and loaded in the model to be used to generate RDII.

The completed model, including the existing collection system hydraulics and the 2022 flows based on WSACC flow monitoring, will be established as the baseline model. The baseline model will be validated using flow monitoring data available from WSACC flow monitoring. Additional scenarios will be generated from the baseline scenario to depict 2030 and 2040 growth.

Design criteria will be established in consultation with the OWNER prior to conducting the system capacity analysis. The design criteria will include, the following: 2-year, 24-hour design event, gravity sewer deficient if peak HGL reaches crown of the pipe, pump station deficient if peak flow is greater than the established firm capacity, force main deficient if peak velocity is greater than 8 fps, and gravity sewer upsized to depth/Diameter (d/D) ratio of 0.75.

Using a design wet-weather event (inherited from the WSACC master plan project or other as preferred by OWNER) the system capacity will be evaluated utilizing the H/H model under baseline conditions as well as the 2030 and 2040 scenarios. This will include identifying gravity sewers surcharging under peak wet weather conditions and pump stations not having the firm capacity to handle peak flows under each scenario. Pump station firm capacity will be evaluated after addressing surcharging, if any, in the upstream tributary system.

Pump stations not meeting the firm capacity criteria will be considered for upgrades or decommissioning given the OWNER's preference. A workshop will be held with the OWNER to go over the capacity analysis results and address any decommissioning needs.

Pump station and force main improvements for existing and projected flows will be determined based on established system performance criteria and level of service goals.

The future year analyses will take into consideration evaluation of system improvement projects previously recommended in the Comprehensive Water and Wastewater Master Plan completed in 2010 and the most recent CIP updates, completed in 2016 and 2019 to either validate or modify those projects and to determine if any additional projects are recommended.

ENGINEER will document the model update and verification activities and model capacity assessment results as part of the Phase 5000 Wastewater Collection System Technical Memorandum.

DRAFT

## **AMENDMENT 1**

### **Attachment B - Fee**

Work will be billed on a lump sum basis for each phase as follows:

|                                                    |                  |
|----------------------------------------------------|------------------|
| Phase 7000 Wastewater Flow Evaluation -            | \$30,000         |
| Phase 8000 Wastewater Collection System Assessment | \$120,000        |
| <u>Total Amendment Amount</u>                      | <u>\$150,000</u> |
| New Total Contract Amount                          | \$400,000        |

## **AMENDMENT 1**

### **Attachment C - Schedule**

The anticipated project schedule with the new Phases added by this Amendment is summarized below.

- Phase 1000 – Project Management and Administration – complete within 17 months of Notice to Proceed (NTP).
- Phase 2000 – Project Initiation – complete within 1 month of NTP.
- Phase 3000 – Water Demand Evaluation – complete within 6 months of NTP.
- Phase 4000 – Water Distribution System Assessment – complete within 10 months of NTP.
- Phase 5000 – Wastewater Collection System Review – complete within 10 months of NTP.
- Phase 6000 – CIP Development – complete within 17 months of NTP.
- Phase 7000 – Wastewater Flow Evaluation – complete within 6 months of NTP.
- Phase 8000 – Wastewater Collection System Assessment – complete within 12 months of NTP.

**AGREEMENT  
FOR  
ENGINEERING SERVICES**

THIS AGREEMENT (Agreement) is by and between Town of Harrisburg (Owner) and Black & Veatch International Company (Engineer);

**W I T N E S S E T H :**

**WHEREAS**, Owner intends to update the Town's Capital Improvement Plan (CIP) (the Project);

**WHEREAS**, Owner requires certain engineering services in connection with the Project (the Services);  
and,

**WHEREAS**, Engineer is prepared to provide the Services.

**NOW, THEREFORE**, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be July 15, 2023.

**ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles thereof relating to conflicts of law.

**ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER**

Engineer shall perform the Services described in Attachment A, Scope of Services. Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

#### **ARTICLE 4 – COMPENSATION**

4.1 Payment shall be due and payable upon receipt by Owner to Engineer in accordance with Attachment B, Compensation.

4.2 Method of Payment. Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

4.3 In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law, if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item finally resolved in Owner's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

#### **ARTICLE 5 - OWNER'S RESPONSIBILITIES**

Owner shall at such times as may be required by Engineer for the successful and expeditious completion of the Services:

5.1 Obtain all permits and licenses required to be taken out in the name of Owner which are necessary for the performance of the Services;

5.2 Provide Engineer with all specifications necessary for the completion of the Services;

5.3 Provide Engineer with soil data evidencing that the site is clean and free of above ground and underground obstructions, fissures, faults and other similarly hidden features which will interfere with the completion of the Services;

5.4 Advise Engineer of the existence and undertake the abatement and disposal of all hazardous materials, including, but not limited to, asbestos, polychlorinated biphenyls (PCBs) and radioactive material and other toxic substances, encountered by Engineer in the performance of the Services; and

5.5 Appoint an individual who shall be authorized to act on behalf of Owner, with whom Engineer may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Owner as to all matters pertaining to this Agreement and the performance of the parties hereunder.

#### **ARTICLE 6 - STANDARD OF CARE**

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ***NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.***

#### **ARTICLE 7 - LIABILITY AND INDEMNIFICATION**

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article. Indemnities against, releases from, and limitations on liability expressed in this Agreement shall apply even in the event of the breach of contract or warranty, tort (including negligence), strict liability or other basis of legal liability of the party indemnified or released, or of the party whose liability is limited. Such indemnities, releases, and limitations shall extend to the partners, licensors, subcontractors, vendors and related entities of such party, and all such parties' directors, officers, shareholders, employees, and agents.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person, damage or destruction to third-party property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, Engineer (including any of its related or affiliated companies) shall not be liable to Owner and Owner expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of the Services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's (including any of its related or affiliated companies) total liability to Owner for all claims, losses, damages, and expenses, whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or any other basis of legal liability, resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Engineer under this Agreement.

7.6 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms and conditions of this Article shall survive.



## **ARTICLE 8 – INSURANCE**

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence and in the aggregate.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 per occurrence and in the aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. If Owner purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for the Project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress), however such loss or damage shall occur, including the fault or negligence of Engineer. Owner shall require its insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry.

Owner shall require all Project contractors under contract with Owner to include Owner and Engineer as additional insureds on their general, automobile, excess, and umbrella liability

insurance policies. Further, Owner shall obtain and maintain for the benefit of Engineer the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

#### **ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY**

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

#### **ARTICLE 10 - OPINIONS OF COST AND SCHEDULE**

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet Project schedules, Engineer's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules.

**ARTICLE 11 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Any files delivered in electronic media may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

**ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Project specific engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner when Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

**ARTICLE 13 – TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses, including, but not limited to, demobilization, remobilization and cancellation charges. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

#### **ARTICLE 14 - DELAY IN PERFORMANCE**

Except for Owner's payment obligation, neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: unusually severe weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Engineer shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

#### **ARTICLE 15 - PRE-EXISTING CONTAMINATION**

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer

harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

#### **ARTICLE 16 – COMMUNICATIONS**

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Black & Veatch International Company  
Attn.: Mike Osborne, PE  
10925 David Taylor Drive, Suite 280  
Charlotte, NC 28262

Owner: Town of Harrisburg  
Attn.: Mallory Hodgson, PE  
5405 Harrisburg Industrial Park Drive  
Harrisburg, NC 28075

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

#### **ARTICLE 17 – WAIVER**

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 18 – SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**ARTICLE 19 – INTEGRATION**

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by both parties.

**ARTICLE 20 - SUCCESSORS AND ASSIGNS**

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

#### **ARTICLE 21 – ASSIGNMENT**

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, except that Engineer may do so to any of its related, affiliated, or successor entities upon written notice to Owner of same. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

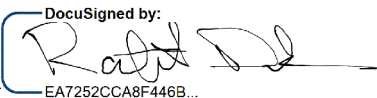
#### **ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement effective as of the date first written above.

Town of Harrisburg  
OWNER

Black & Veatch International Company  
ENGINEER

By  EA7252CCA8F446B...

By Mike Osborne

Printed Name Rob Donham, P.E.

Printed Name Mike Osborne, PE

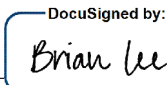
Title Town Manager

Title Associate Vice President

Date 8/2/2023

Date 08/03/2023

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

Signature  0E600CB5D121494...  
Name Brian Lee  
Date 7/12/2023  
400-6000-56310



## **ATTACHMENT A SCOPE OF SERVICES**

**Owner: Town of Harrisburg  
Cabarrus County, North Carolina  
Engineer: Black & Veatch International Company**

**Project: Water & Wastewater CIP Planning Update**

### **PROJECT DESCRIPTION**

The Project consists of performing various water and wastewater system assessments and/or reviews and updating the Town of Harrisburg's (OWNER) water and wastewater Capital Improvement Plans (CIP). Project work performed by Black & Veatch (ENGINEER) will include assessments of the water distribution system under existing and projected future system conditions over a 20-year planning horizon.

The Town of Harrisburg owns and operates their own water distribution and wastewater collection systems located in Cabarrus County, North Carolina. The Town seeks to update the 20-year Capital Improvement Plan (CIP) for each system.

For the water system, system assessments will include hydraulic modeling of the distribution system, groundwater well operations, potential private system acquisitions, water system interconnects, and completed capital improvements projects. The assessments will also include updating the Town's water model to identify areas of need due to increased demand resulting from development throughout the Town and the associated population growth. This will ensure the Town is meeting their obligation to maintain minimum residual pressures while providing fire flow and maximum daily demand flows. The CIP update will revisit the Comprehensive Water and Wastewater Master Plan completed in 2010 and the most recent CIP updates, completed in 2016 and 2019. The drinking water needs of the Town are constantly changing as it sees a significant increase in population and development. The primary emphasis for the water CIP update is to provide a revised schedule of projected capital expenditures, updated construction estimates, and review and confirmation that the CIP is consistent with the needs of the growing community. The CIP will evaluate population projections and associated demands for the updated population projections.

While not part of this Project, it is noted that the Town will be performing a study later in 2023 to develop a roadmap for sourcing a water supply and to develop a feasible capital plan for water treatment operations. The plan will include a pathway for construction of water treatment facilities, operational staffing requirements, and feasibility studies.

For the wastewater system, no detailed system assessments will be performed, however, planning and budgeting for private system acquisitions, decommissioning of pump stations, and incorporating lessons learned from completed capital improvements projects will be completed based on input and direction from OWNER. The update will revisit the Comprehensive Water

and Wastewater Master Plan completed in 2010 and the most recent CIP updates, completed in 2016 and 2019. The primary emphasis for the wastewater CIP update is to provide a revised schedule of projected capital expenditures, and update construction estimates. The current CIP identifies scope, budget and schedule for pump station decommissioning and service area expansion projects. A new objective of this Project is to also provide a schedule and scope for repair and maintenance work along with the CIP update.

## **SCOPE OF SERVICES**

The services to be provided in each phase of this project will be as follows:

- Phase 1000: Project Management and Administration
- Phase 2000: Project Initiation
- Phase 3000: Water Demand Evaluation
- Phase 4000: Water Distribution System Assessment
- Phase 5000: Wastewater Collection System Review
- Phase 6000: Capital Improvement Plan (CIP) Development

### **Phase 1000 Project Management & Administration**

#### **Deliverables:**

- Project Schedule
  - Monthly Project Progress Reports
  - Monthly Project Status Meeting Notes
1. Provide project management and administration for a 17-month period from project initiation through final documentation of system planning:
    - a. Correspond and consult with OWNER,
    - b. Coordinate activities of the project team,
    - c. Develop and implement specific work plans, procedures and a quality control and quality assurance plan, and
    - d. Provide overall project direction to meet OWNER's objectives.
  2. Maintain a project filing system to document and retain project files.
  3. Prepare monthly invoices and status reports to document project progress.
  4. Arrange for and participate in 17 monthly project status meetings (virtual) with OWNER to review progress, budget, schedule and deviations from this scope of services and exchange ideas and information.
  5. Prepare and distribute the notes for project meetings. Notes for the project meetings will include a record of decisions made.

## **Phase 2000 Project Initiation**

The initiation phase of the project will focus on review and confirmation of the project objectives and scope of work during a Project Initiation Meeting and collecting and review of needed system data.

### **Deliverables:**

- Data request list
- Project schedule
- Meeting/Action Item List

### **Task 210 – Data Request/Collection**

As part of this task, the ENGINEER will prepare and submit a detailed and prioritized Data Request List to OWNER. This list will include items needed to execute the project tasks. A copy of the preliminary Data Request List will be submitted prior to the Project Initiation Workshop so the OWNER can review and initiate data collection efforts. The data will be reviewed during the Project Initiation Workshop. Receipt of data will be tracked by the ENGINEER.

### **Task 220 – Project Initiation Meeting**

ENGINEER will schedule and facilitate a Project Initiation Meeting. The meeting will be held at the OWNER's office. The objectives of the meeting include:

- Identify and meet key team members from the OWNER and ENGINEER. (Any members of the ENGINEER's team that are not local will participate virtually.)
- Establish project roles and communication channels.
- Review and discuss the project objectives and scope.
- Review planned activities.
- Review data provided by the OWNER to date and discuss additional requirements.
- Discuss Phase 3000: Water Demand Evaluation.
- Discuss Task 440: Performance Criteria / Level of Service Goals.

ENGINEER will produce a decisions and action items summary from the meeting.

## **Phase 3000 Water Demand Evaluation**

This phase includes development of water demand projections for the Town's existing service area.

### **Deliverables:**

- Water Demand Evaluation Technical Memorandum
- Workshop/Meeting Notes and PowerPoint Presentation

### **Task 310 – WSACC Water Demand Forecast Review**

ENGINEER will review forecasts prepared in conjunction with WSACC's System Master Plan project for the Town's 20-year planning horizon. The parcel-level base-year and future year

(2030 and 2040) demands calculated during WSACC's project will be used for the OWNER'S project.

### **Task 320 – Water Demand Evaluation**

Review and Summarize Historical Water Demand Data. ENGINEER will review available historical (up to 10 years) water purchase records and system operating logs to determine the historical average day demand (ADD) to maximum day demand (MDD) ratio and establish an appropriate ratio to use for the future year demands.

Establish Existing and Future Demands. Water demands for the base-year will be established using metered consumption data and water purchase records provided by the OWNER. It is assumed the customer account records will also include x, y coordinates for the customer meter and/or a service address that can be used to "geocode" customer locations to an accurate x, y coordinate. ENGINEER will also work with OWNER to identify potential private system acquisitions that are not included in the WSACC water demand projections along with ADD associated with those private systems. ENGINEER will then establish a spatial representation of base-year ADD and MDD using the ratio determined above. Projected future demands will then be spatially added to establish future year 2030 and 2040 ADD and MDD.

### **Task 330 – Demand Evaluation Workshop**

A workshop will be conducted with the OWNER to review the water demand analyses and associated assumptions and refine the preliminary projections if needed to ensure that OWNER is comfortable that they are appropriate for system planning purposes. ENGINEER will also discuss items to be included in the technical memorandum that is prepared to document the work completed for this Phase. Projection PowerPoint slides will be delivered to the OWNER after the workshop. Any changes to the projections will be documented in the technical memorandum.

### **Task 340 – Demand Evaluation Technical Memorandum**

ENGINEER will prepare and submit to the OWNER a draft technical memorandum (TM) in PDF format for review and comment. The draft TM will include a summary of the established projections, a summary of the historical water demands, list of assumptions, and the water demands for the base year and planning years broken down by pressure zone. The draft TM will be submitted electronically after the Workshop for the OWNER's review and comments. The finalized TM in PDF format will be submitted to OWNER.

## **Phase 4000 Water Distribution System Assessment**

Following completion of the Water Demand Evaluation, the ENGINEER will proceed with assessing the OWNER's water distribution system. The primary objective of this assessment will be to help ensure that the OWNER can deliver its water supply to its system customers at adequate flows and pressures throughout the planning horizon.

### **Deliverables:**

- System Assessment Technical Memorandum
- Updated Hydraulic Model

### **Task 410 – Establish Existing Water Supplies**

While not part of this Project, it is noted that the Town will be performing a study later in 2023 to develop a roadmap for sourcing a water supply and to develop a feasible capital plan for water treatment operations. The plan will include a pathway for construction of water treatment facilities, operational staffing requirements, and feasibility studies.

For the purposes of this Project, ENGINEER will review existing groundwater well capacity and production records and wholesale water supply production records and contracts with the City of Concord and Charlotte Water. This information will be tabulated to establish the existing water supply capacity for each source of supply and systemwide. It is anticipated that meetings and/or phone calls with the wholesale suppliers may be needed to confirm existing and future supply capacities (flow and HGL) from each system supply interconnection.

The results of this task will establish appropriate assumptions for how each source of supply is represented in the water model.

### **Task 420 – Model Update and Verification**

Based on the ENGINEER’s preliminary review of the OWNER’s existing hydraulic model and the associated model documentation provided, it is understood that the model has undergone previous efforts to calibrate the model. Therefore, the primary objectives of this task are to update specific aspects of the model and to verify that the model simulates actual system conditions with sufficient accuracy for this project. Hydraulic modeling will be performed using Bentley’s WaterGEMS software.

#### **Hydraulic Model Update**

ENGINEER will initiate an update of the OWNER’s existing hydraulic model by reviewing the current model for the following: completeness, pump station configurations, pump curves, water sources (wells and system interconnections), storage tank set up, control valves and pipeline parameters and connectivity. Any questions resulting from the detailed model review will be summarized and discussed with the OWNER for input and clarification.

After review, the ENGINEER will update the model pipeline and facility data to reflect recent significant system changes or significant system changes that have been implemented since previous system modeling efforts. The updated model will reflect existing system infrastructure based on the most recent GIS pipeline asset inventory and facility information provided by the OWNER. SCADA records and/or operational data provided by the OWNER will be used to update the operational controls in the model.

Based on our preliminary review of the hydraulic model, it was noted that the system interconnection sources of supply with the City of Concord and Charlotte Water are modeled as “fixed grade nodes.” While this modeling simplification may be appropriate for some system interconnections, it is anticipated that hydraulic capacity information for the supplying system will be needed for the primary supply interconnections to help ensure those interconnections are properly modeled. Therefore, the ENGINEER will also update and refine representation of the primary system interconnections based on the results of Task 410 and the results of certain hydrant flow test described below.

Water demands will also be updated in the model using the base-year demands generated during the Task 320 Water Demand Evaluation. Projected water demands for the planning years (2030 and 2040) will also be added to the model for use during planning year simulations.

SCADA records that include continuous (hourly) flow data at the primary supply interconnections (with Charlotte Water) and groundwater wells provided by the OWNER will be used to establish diurnal demand patterns for the distribution system. If continuous (hourly) flow records are also available at flow transfer locations between system pressure zones, unique diurnal demand patterns for each zone will be established. If the OWNER provides at least two (2) weeks of continuous (hourly) demand data from their AMI meters for any or all of the 10 largest (by usage) customers, the ENGINEER will review this data. If the results are usable, unique diurnal patterns will be calculated for each customer. Based on this information, the ENGINEER will assign new diurnal patterns to model nodes.

### **Hydraulic Model Verification**

The updated hydraulic model will be verified to help ensure that the updated model is accurate for the purposes of this project. Verification is the process of comparing the model results to actual system data and adjusting key model input parameters, if needed, to confirm that the model is accurately simulating the existing system. Verification will be performed by comparing model simulation results to recorded values from SCADA records for a recent high system demand day. A model verification plan will be developed after the OWNER provides complete SCADA data information and the ENGINEER has an opportunity to review that data. It is anticipated that the SCADA data will include the following:

- Well pump station flows, pressures, and on/off status
- Levels at storage tanks
- Pressures at supply interconnections
- Continuous (hourly) flows at primary supply interconnections with Charlotte Water and from the Town's groundwater wells (ENGINEER understand such records are not available from the supply interconnections with the City of Concord)

It is initially assumed that the model verification plan for this project will be limited to a 24-hour EPS "Macro" Calibration. It is also assumed that Hydrant Flow Testing "Micro" Calibration will not be necessary since this type of calibration was performed when the OWNER's model was last updated. Once the plan is finalized, model verification will be performed by comparing model results to system measured data provided by the OWNER. ENGINEER will adjust key model input parameters as needed to improve how well the model simulation results match the measured system data.

### **24-hour EPS Calibration (Macro-Calibration)**

The ENGINEER will conduct a continuous simulation for a 24-hour calibration period to verify that the model responds well to a variety of hourly demand conditions during a recent high demand day that is selected from the SCADA data provided by the OWNER. Comparisons of the model results to the SCADA and other operational data provided by the OWNER will be completed. This includes verification that the model simulates flows, tank levels, and pressures and pump operation reasonably well at each of the locations where this data is available from the OWNER's SCADA system.



For both the Macro-Calibration, any significant deviations in the model results that cannot be corrected by reasonable adjustments of model input parameters will include appropriate explanations and, if needed, recommendations to improve the model results during future model calibration activities.

ENGINEER will document the model update and verification activities and results as part of the Task 450 System Assessment Technical Memorandum.

### **Task 430 – Water Distribution System Analyses and Improvements**

Performance Criteria/Level of Service Goals. ENGINEER will document performance criteria and level of service goals for the water distribution system based on discussion during the Task 220 Project Initiation Workshop. Criteria will include requirements to meet regulatory guidelines established by the NCDEQ as well as other desired level of service (LOS) goals typically utilized for water system master planning. It is anticipated that this criterion will encompass, but not be limited to, system pressures (minimum and maximum), pipe velocities and headlosses, fire flow requirements, storage facility volumes, pumping capacities, and source of supply capacity.

Base-Year Analysis. ENGINEER will begin evaluations of the system by reviewing the existing system performance to identify areas in the system that currently do not meet performance criteria and are in need of improvement. A base-year model scenario will be developed in the updated and verified hydraulic model and it will be used to perform EPS analyses for average day and maximum day system demand conditions. Steady-state analyses of maximum day with fire flow system demand conditions will also be performed. In addition to the hydraulic modeling analyses, “desktop” source of supply capacity, pumping capacity, and storage capacity analyses will be performed. Potential system deficiencies and improvement alternatives will be identified. ENGINEER will work with the OWNER to establish preliminary locations for proposed new facilities and/or pipelines for the purposes of this system planning study. It is assumed detailed facility siting and/or pipeline routing studies will be performed during the design of those facilities and/or pipelines.

Future Years Analysis. After base-year improvements have been identified, the ENGINEER will develop future year model scenarios for projected 2030 and 2040 system demand conditions and perform maximum day EPS hydraulic analyses for each future year. For any potential private system acquisitions that were identified during Task 320, ENGINEER will add basic representations of those systems to the future year model scenarios. System evaluations will include the peak hour and minimum hour on the Maximum Day to evaluate both peak demand and storage refill system conditions. Steady-state analyses of maximum day with fire flow system demand conditions will also be performed for the 2040 planning year. The model scenarios and “desktop” source of supply capacity, pumping capacity, and storage capacity analyses will be used to assess the adequacy of the water system for each planning year to identify any storage, pumping and/or pipeline improvements that are needed to deliver supply to system customers at adequate flow and pressures per the system performance criteria and LOS goals. The future year analyses will include evaluation of system improvement projects previously recommended in the Comprehensive Water and Wastewater Master Plan completed in 2010 and the most recent CIP updates, completed in 2016 and 2019 to either validate or modify those projects and to determine if any additional projects are recommended.

Future Water Supply and Pressure Zone Boundary Evaluation. In conjunction with base-year and future years system analyses and Task 410, the ENGINEER will work with the OWNER to establish appropriate assumptions as to where water supply will come from during each future planning year. This will dictate how the system is modeled for each planning year. ENGINEER will also review the existing pressure zone boundaries and the system elevations served by each pressure zone to determine if any pressure zone boundary modifications are recommended.

#### **Task 440 Water Distribution System Improvements Informal Work Session**

An informal work session will be conducted with the OWNER's Staff to review the results of the Phase 4000 system assessments at the OWNER's office. This session will also discuss system improvements that should be included in the updated CIP as part of Phase 6000. The ENGINEER's system assessment team will participate virtually as needed. ENGINEER will produce a decisions and action items summary from the meeting.

#### **Task 450 Water Distribution System Assessment Technical Memorandum**

ENGINEER will prepare and electronically submit to the OWNER a draft Water Distribution System Assessment Technical Memorandum in PDF for review and comment. The TM will include a summary of the Phase 4000 Water Distribution System Assessment. The finalized TM will be submitted to OWNER in PDF format.

#### **Phase 5000 Wastewater Collection System Review**

The ENGINEER will review the OWNER's wastewater collection system. The primary objective of this review will be to identify potential new CIP projects based on input and direction from OWNER.

##### **Deliverables:**

- System Review Technical Memorandum

#### **Task 510 Wastewater Collection System Informal Work Session**

An informal work session will be conducted with the OWNER's Staff to discuss previous system plans, CIP projects, and potential future projects including private system acquisitions, decommissioning of pump stations at the OWNER's office. This session will also discuss:

- OWNER's "lessons learned" from past completed CIP projects
- Repair and maintenance needs of the pump stations

The outcome of this work session will be a list of system improvements that should be included in the updated CIP as part of Phase 6000. The ENGINEER's system review team will participate virtually as needed. ENGINEER will produce a decisions and action items summary from the meeting.



### **Task 520 Wastewater Collection System Review Technical Memorandum**

ENGINEER will prepare and electronically submit to the OWNER a draft Wastewater Collection System Review Technical Memorandum in PDF format for review and comment. The TM will include a summary of the Phase 5000 Wastewater Collection System Review. The finalized TM will be submitted to OWNER in PDF format.

### **Phase 6000 Capital Improvement Plan (CIP) Development**

The primary emphasis for the water and wastewater CIP updates is to identify any new facility needs, provide a revised schedule of projected capital expenditures, update construction estimates, and review and confirm that the CIP is consistent with the needs of the OWNER's growing community. The CIP will also include budgeting for private system acquisitions identified by OWNER, as well as pump station decommissioning and service area expansion projects. A new objective of this Project is to also provide a schedule and scope for repair and maintenance work at wastewater system pump stations.

During this phase, the water and wastewater system improvement needs identified during the System Assessment and Review phases will be presented in a capital projects list. Planning-level estimates of probable project (engineering and construction) cost will be prepared for each project. Projects will be prioritized by planning year (before 2030, between 2030 and 2040, after 2040).

#### **Deliverables:**

- Prioritized Capital Projects List
- Opinions of Probable Cost

### **Task 610 Project Triggers**

ENGINEER will define "triggers" (i.e. demand levels, flows, pressures, or regulatory requirements, etc.) for each project where possible to help define the actual system conditions or other factors that dictate the timing for when each project should be implemented.

### **Task 620 Project Phasing Plan**

ENGINEER will develop a prioritized list of capital projects. The list will be generated from the System Assessment and Review Technical Memoranda and listed in order of priority based on the established system performance criteria, level of service goals, and project triggers.

### **Task 630 Cost Estimates**

ENGINEER will prepare itemized planning-level opinions of probable project (engineering and construction) cost for each project in Task 620 that show the various components of the estimate and related assumptions and will be based on recent construction cost information for similar projects in the Carolinas. An itemized cost estimate will be prepared for each project.

### **Task 640 Project Validation and Prioritization Workshop**

A workshop will be conducted with the OWNER's staff to review the capital projects list and cost estimates. The justification for each project will be reviewed and discussed, as well as the priority for each project as compared to the established system performance criteria and level of

service goals. The scheduling of projects will be refined based on input from the OWNER to help level CIP cash flow requirements and work within OWNER's budget limitations where possible.

#### **Task 650 CIP Technical Memorandum**

ENGINEER will prepare and electronically submit to the OWNER a draft CIP Technical Memorandum in PDF format for review and comment. The TM will include a summary of the Phase 6000 CIP Development. The finalized TM will be submitted to OWNER in PDF format.

**Unspecified Additional Services.** Any work requested by OWNER that is not included in one of the items specific to this Agreement shall be considered Additional Services or Supplemental Services.

Supplemental services shall include, but are not limited to:

1. Additional meetings with the OWNER.
2. Meetings with local, state, or federal agencies and/or supply utilities.
3. Presentations to the OWNER's Board of Directors.
4. Revisions to water demand projections after acceptance in Phase 3000.
5. Development of wastewater flow projections
6. Field testing of systems (temporary flow and/or pressure monitoring, hydrant flow testing, pipeline C-factor testing, pump performance testing, and/or water quality testing, etc.) to supplement available SCADA data and support model calibration/verification.
7. Capacity assessments of the wastewater system.
8. System operational and optimization modeling and analysis.
9. Water age and/or quality modeling and analysis of system water quality information.
10. Hydraulic model training services.
11. Public relations assistance.
12. Facility and pipeline condition, criticality, and risk assessments.
13. GIS-based Interactive Capital Improvement Planning (iCIP) tool.
14. Asset management services.
15. Hardcopy (i.e. paper) technical memorandums and deliverables

**ATTACHMENT B****Fee**

Work will be billed on a lump sum basis for each phase as shown below.

|                                                         |           |
|---------------------------------------------------------|-----------|
| Phase 1000 Project Management & Administration          | \$29,500  |
| Phase 2000 Project Initiation                           | \$7,500   |
| Phase 3000 Water Demand and Wastewater Flow Evaluations | \$33,800  |
| Phase 4000 Water Distribution System Assessment         | \$105,300 |
| Phase 5000 Wastewater Collection System Assessment      | \$14,200  |
| Phase 6000 CIP Development                              | \$59,700  |

Total Compensation for all Phases: \$250,000

## **ATTACHMENT C**

### **Schedule**

The anticipated project schedule is summarized below. A detailed schedule will be provided following the project kick-off and updated periodically as the work progresses.

- Phase 1000 – Project Management and Administration – complete within 17 months of Notice to Proceed (NTP).
- Phase 2000 – Project Initiation – complete within 1 month of NTP.
- Phase 3000 – Water Demand and Wastewater Flow Evaluations – complete within 3 months of NTP.
- Phase 4000 – Water Distribution System Assessment – complete within 10 months of NTP.
- Phase 5000 – Wastewater Collection System Review – complete within 10 months of NTP.
- Phase 6000 – CIP Development – complete within 17 months of NTP.



## 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 grant proceeds received for the asset inventory assessment professional services project, reimbursed by an NCDEQ ARPA grant.

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

|                                                            |            |
|------------------------------------------------------------|------------|
| Increase line item 400-6000-56310<br>Professional Services | \$ 150,000 |
|------------------------------------------------------------|------------|

|                                                  |            |
|--------------------------------------------------|------------|
| Increase line item 400-8750-59500<br>Contingency | \$ 250,000 |
|--------------------------------------------------|------------|

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

|                                                |            |
|------------------------------------------------|------------|
| Increase line item 400-43207<br>Grant Proceeds | \$ 400,000 |
|------------------------------------------------|------------|

**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 12<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Jennifer Teague, Mayor

ATTEST:

\_\_\_\_\_  
Janet Rackley, Town Clerk

|     |                                                                   |
|-----|-------------------------------------------------------------------|
| The | Governing Board<br>Town Council                                   |
| of  | Primary Government Unit<br>Town of Harrisburg, NC                 |
| and | Discretely Presented Component Unit (DPCU) (if applicable)<br>N/A |

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

|     |                                                                |
|-----|----------------------------------------------------------------|
| and | Auditor Name<br>Martin Starnes & Associates, CPAs, P.A.        |
|     | Auditor Address<br>730 13th Avenue Drive SE, Hickory, NC 28602 |

*Hereinafter referred to as Auditor*

|     |                                |                                                 |
|-----|--------------------------------|-------------------------------------------------|
| for | Fiscal Year Ending<br>06/30/24 | Date Audit Will Be Submitted to LGC<br>10/31/24 |
|-----|--------------------------------|-------------------------------------------------|

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.



14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

## FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☒ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Brian Lee

Finance Director, Town of Harrisburg

blee@harrisburgnc.org

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

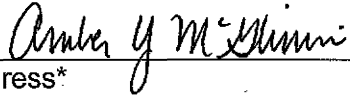
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

|                                                            |                                                                        |
|------------------------------------------------------------|------------------------------------------------------------------------|
| <b>Primary Government Unit</b>                             | Town of Harrisburg, NC                                                 |
| Audit Fee (financial and compliance if applicable)         | \$ 36,500 (\$33,000 audit + \$3,500 single audit for up to 3 programs) |
| Fee per Major Program (if not included above)              | \$ 3,500 per major program in excess of 3                              |
| <b>Additional Fees Not Included Above (if applicable):</b> |                                                                        |
| Financial Statement Preparation (incl. notes and RSI)      | \$                                                                     |
| All Other Non-Attest Services                              | \$                                                                     |
| <b>TOTAL AMOUNT NOT TO EXCEED</b>                          | <b>\$ 36,500 (includes 3 major programs)</b>                           |

|                                                            |           |
|------------------------------------------------------------|-----------|
| <b>Discretely Presented Component Unit</b>                 | N/A       |
| Audit Fee (financial and compliance if applicable)         | \$        |
| Fee per Major Program (if not included above)              | \$        |
| <b>Additional Fees Not Included Above (if applicable):</b> |           |
| Financial Statement Preparation (incl. notes and RSI)      | \$        |
| All Other Non-Attest Services                              | \$        |
| <b>TOTAL AMOUNT NOT TO EXCEED</b>                          | <b>\$</b> |

## SIGNATURE PAGE

## AUDIT FIRM

|                                                                          |                                                                                                  |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Audit Firm*<br>Martin Starnes & Associates, CPAs, P.A.                   |                                                                                                  |
| Authorized Firm Representative (typed or printed)*<br>Amber Y. McGhinnis | Signature*<br> |
| Date*<br>01/31/24                                                        | Email Address*<br>amcghinnis@msa.cpa                                                             |

## GOVERNMENTAL UNIT

|                                                                               |                                            |
|-------------------------------------------------------------------------------|--------------------------------------------|
| Governmental Unit*<br>Town of Harrisburg, NC                                  |                                            |
| Date Governing Board Approved Audit Contract*<br>(Enter date in box to right) |                                            |
| Mayor/Chairperson (typed or printed)*<br>Jennifer Teague, Mayor               | Signature*                                 |
| Date                                                                          | Email Address*<br>jteague@harrisburgnc.org |

|                                                             |               |
|-------------------------------------------------------------|---------------|
| Chair of Audit Committee (typed or printed, or "NA")<br>N/A | Signature     |
| Date                                                        | Email Address |

## GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

|                                                                                              |                                         |
|----------------------------------------------------------------------------------------------|-----------------------------------------|
| Sum Obligated by This Transaction:                                                           | \$ 36,500 (includes 3 major programs)   |
| Primary Governmental Unit Finance Officer* (typed or printed)<br>Brian Lee, Finance Director | Signature*                              |
| Date of Pre-Audit Certificate*                                                               | Email Address*<br>blee@harrisburgnc.org |

**SIGNATURE PAGE – DPCU**  
(complete only if applicable)

**DISCRETELY PRESENTED COMPONENT UNIT**

|                                                                                    |                |
|------------------------------------------------------------------------------------|----------------|
| DPCU*<br>N/A                                                                       |                |
| Date DPCU Governing Board Approved Audit Contract*<br>(Enter date in box to right) |                |
| DPCU Chairperson (typed or printed)*                                               | Signature*     |
| Date*                                                                              | Email Address* |

|                                                             |               |
|-------------------------------------------------------------|---------------|
| Chair of Audit Committee (typed or printed, or "NA")<br>N/A | Signature     |
| Date                                                        | Email Address |

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

|                                                 |                |
|-------------------------------------------------|----------------|
| Sum Obligated by this Transaction:              | \$             |
| DPCU Finance Officer (typed or printed)*<br>N/A | Signature*     |
| Date of Pre-Audit Certificate*                  | Email Address* |

Remember to print this form, and obtain all  
required signatures prior to submission.

PRINT





## Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the  
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 4, 2021

#### Raleigh

4060 Barrett Drive  
Post Office Box 17806  
Raleigh, North Carolina 27619

919 782 9265  
919 783 8937 FAX

#### Durham

3500 Westgate Drive  
Suite 203  
Durham, North Carolina 27707

919 354 2584  
919 489 8183 FAX

#### Pittsboro

579 West Street  
Post Office Box 1399  
Pittsboro, North Carolina 27312

919 542 6000  
919 542 5764 FAX

#### Smithfield

212 East Church Street  
Post Office Box 2348  
Smithfield, North Carolina 27577

919 934 1121  
919 934 1217 FAX

# MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

*"A Professional Association of Certified Public Accountants and Management Consultants"*

January 31, 2024

Brian T. Lee, Finance Director  
Town of Harrisburg  
4100 Main Street, Suite 101  
Harrisburg, NC 28075

The following represents our understanding of the services we will provide the Town of Harrisburg.

You have requested that we audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Town of Harrisburg, NC, as of June 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town of Harrisburg's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.



Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Local Governmental Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the Town of Harrisburg's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budget to actual schedules
- Ad valorem tax schedules
- Schedule of Expenditures of Federal and State Awards

#### **Schedule of Expenditures of Federal and State Awards**

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

#### **Data Collection Form (if applicable)**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal

cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Harrisburg's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town of Harrisburg's basic financial statements. Our report will be addressed to the governing body of the Town of Harrisburg. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Audit of Major Program Compliance**

Our audit of the Town of Harrisburg's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the

planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;

- b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
  17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
  18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
  19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on compliance;
  20. For the accuracy and completeness of all information provided;
  21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
  22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

## **Nonattest Services**

We will perform the following nonattest services:

- Preparation of auditor portions of Data Collection Form (if applicable)
- Preparation of 990 return for Harrisburg Community & Youth Association, Inc.

We will not assume management responsibilities on behalf of the Town of Harrisburg. However, we will provide advice and recommendations to assist management of the Town of Harrisburg in performing its responsibilities.

The Town of Harrisburg's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the Town of Harrisburg with regard to tax positions taken in the preparation of the tax return, but the Town of Harrisburg must make all decisions with regard to those matters.

## **Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The Town is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

## **Provisions of Engagement Administration and Fees**

We will prepare from your records and information you will provide, Internal Revenue Service Form-990, *Return of Organizations Exempt from Tax*, and related filings. Should these require an extension, we will notify you as soon as possible. We will not audit or express assurance on these returns and filings.

Erica Brown is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

|                                      |                  |
|--------------------------------------|------------------|
| Audit Fee                            | \$ 33,000        |
| Single Audit Fees (up to 3 programs) | <u>3,500</u>     |
|                                      | <u>\$ 36,500</u> |

**Additional Fees:**

|                                         |                 |
|-----------------------------------------|-----------------|
| Charge per major program in excess of 3 | <u>\$ 3,500</u> |
|-----------------------------------------|-----------------|

Please note that the fees above include up to 3 major programs, as indicated. The "total amount not to exceed" listed on the audit contract also includes up to 3 major programs. If the total number of major programs exceeds 3 and the "total amount not to exceed" needs to be increased, we will prepare an amended contract to include the fees necessary based on the per program amount listed as additional fees above.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Harrisburg's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

*Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

*Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

### *Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

### *Starting and Stopping Our Work*

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

### *Assistance with Financial Statement Drafting*

Your personnel is responsible for drafting the financial statements and related notes and the Schedule of Expenditures of Federal and State Awards. Upon completion of the drafted financial statements, we will review them and return them to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$85-\$390 per hour.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;



- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*Martin Starnes & Associates, CPAs, P.A.*

Martin Starnes & Associates, CPAs, P.A.  
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Town of Harrisburg by:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of Amendment to Strategic Economic Development Plan (SEDP) Contract with Thomas P. Miller & Associates (TPMA) and Related Budget Amendments.

**Presenting Personnel:**

Zachary Gordon, Planning Director

**Suggested Motion or Action:**

Motion to approve an amendment to the initial SEDP contract between the Town and TPMA, for an additional \$13,500 to provide for an Open House public engagement meeting on February 29th and the related FY2024 Budget Ordinance Amendment.

**Description/Background:**

The Town Council approved a contract with the consulting firm of TPMA at its August 14, 2023 meeting to prepare a "Strategic Economic Development Plan (SEDP)" for the Town in the amount of \$99,900. Since that time, several members of Council have expressed a desire to enhance the public input portion of the project. To that end, TPMA has provided the Town with an amendment to the original contract to provide an additional public input opportunity for Town residents at an Open House public engagement session to be held at Town Hall on February 29, 2024. This Open House will allow residents of Harrisburg to engage with TPMA and staff and provide input on the SEDP.

The contract amendment for the Open House is \$13,500. A separate budget amendment to the FY2024 Budget Ordinance is attached.

**Recommendation:**

Staff is recommending Town Council approval of the proposed amendment to the contract between the Town and TPMA for preparation of the SEDP, in the amount of \$13,500, for an Open House public engagement session to provide Harrisburg residents with the opportunity to offer input on the SEDP and the related FY2024 Budget Ordinance Amendment.

**Fiscal Impact:**

The fiscal impact to the Town is \$13,500. The funds are to be provided by the General Fund's contingency account which has a current balance of \$424,000. If approved, the balance would be reduced to \$410,500 for the remainder of FY2024.

**Attachments:**

1. SEDP Contract Amendment between Town of Harrisburg and TPMA
2. SEDP Contract Amendment Scope of Work
3. SEDP Contract between Harrisburg and TPMA - signed
4. Amendment - GF - SEDP Public Involvement 02122024



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**Thomas P. Miller & Associates, LLC**  
**Addendum to Professional Services Agreement**  
**Project Number: 5694**

This agreement serves as an addendum (the "Addendum") to the Professional Services Agreement originally dated 08/01/2023 entered into by and between Thomas P. Miller and Associates, LLC ("TPMA"), and Town of Harrisburg, NC. Except as set forth in this Addendum, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the Agreement or any earlier amendment, the terms of this Addendum shall prevail.

This Addendum includes:

Please See Attached Addendum Terms

This addendum to the Professional Services Agreement shall be executed between TPMA and Town of Harrisburg, NC and accepted by both parties per signatures below.

## Extension to Agreement: Open House Public Engagement

The Town of Harrisburg SEDP process has been an exciting, informative, and productive process to date. This document outlines a scope and budget for an additional public engagement event for an “open house” for the Town of Harrisburg Strategic Economic Development Plan. This additional engagement results from the in-person workshops conducted in Harrisburg on December 7<sup>th</sup> and 8<sup>th</sup>. Stakeholder engagement has spurred increased interest, energy, and enthusiasm around the SEDP. To build upon this momentum and to ensure a high-quality, actionable strategic plan, TPMA proposes an additional scope of work and extended timeline to meet these requirements. The open house, facilitated by TPMA, would allow stakeholders to review recommended focus areas and strategies, indicate their priorities by using a self-ranking method, and provide any feedback if compelled to do so.

### Open House Public Engagement Scope of Work

Based on conversations with the Harrisburg team and Harrisburg stakeholders, it has been recommended that an additional public engagement session be held to collect additional input on proposed strategies for the SEDP. This additional scope of work will include scheduling, drafting communications, planning the session format, developing materials, facilitating the open house, and analyzing and integrating the information gathered into the existing project materials.

This engagement will occur sometime between February 22-29, 2024.

The budget for this additional engagement is **\$13,500.00**.

| In-Person Travel Cost Breakdown             |                    |
|---------------------------------------------|--------------------|
| Travel + Travel Time (2 Senior Consultants) | \$6,155.00         |
| Engagement Prep                             | \$2,825.00         |
| Open House Engagement                       | \$2,260.00         |
| Engagement Summary                          | \$2,260.00         |
| <b>Total</b>                                | <b>\$13,500.00</b> |



**Thomas P. Miller & Associates, LLC  
Professional Services Agreement  
Project Number: 5694**

This Agreement, entered into by and between Town of Harrisburg, NC ("Client") located at 4100 Main Street, Harrisburg, North Carolina 28075, and Thomas P. Miller and Associates, LLC ("Contractor"), located at 1630 North Meridian Street, Suite 330, Indianapolis, Indiana 46202.

WITNESSETH THAT:

WHEREAS, Client has the need and desire to obtain the services of a contractor; and

WHEREAS, Contractor desires to perform said services detailed in the attached General Scope of Services for Client, or detailed in Section 2, and is able to do so in a professional manner; and

WHEREAS, Client has selected Contractor to perform these services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be August 1, 2023 to February 29, 2024.
2. SERVICES TO BE RENDERED: Scope of Work as outlined in Attachment A: General Scope of Services.
3. COMPENSATION. Client shall pay Contractor \$99,900.00, dollars during the term of this Agreement for the satisfactory completion of the services to be rendered.
4. PAYMENT TERMS. Client will pay invoices within thirty (30) days of receipt. Contractor will submit invoices to Client monthly. In the event Client shall fail to make payments within 30 days of invoice due date, the Client agrees to pay interest on the outstanding amount at 1.5 percent per month. When Client invoice reaches 90 days past due, Contractor has the right to stop work for nonpayment and to submit past due invoices for collections processing.
5. CLIENT'S OBLIGATIONS. Client shall provide Contractor, at no charge, all existing information, data, and documents, available and necessary for the carrying out of services under this agreement. Client shall cooperate with Contractor in every way possible in carrying out the scope of this agreement.

6. **CHANGE ORDERS.** Client may, from time to time, by written instructions or drawings issued to the Contractor, issue a change order (each a "Change Order") in accordance with the notice provisions in Section 12 and change the Scope of Work.

7. **TERMINATION.** In the event either party materially breaches this Agreement, either party shall have seven (7) business days after delivery of written notice of breach to rectify or correct the problem. If either party fails to correct the breach, either party may terminate this Agreement with thirty (30) days' notice in writing, delivered to the business address of the other party. Client may also terminate this Agreement for convenience on sixty (60) days prior written notice. Contractor shall be compensated for services provided up to the date such termination becomes effective.

8 . **LIMITATION ON LIABILITY.** In no event shall either party's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, except for indemnification in Paragraph 9, below, exceed the total of the amounts paid and amounts accrued but not yet paid to seller pursuant to this agreement in the one-year period preceding the event giving rise to the claim.

9. **INDEMNIFICATION.** Both parties shall indemnify and hold harmless each other, their respective officers, employees, and agents from any and all loss, liability, claims, judgments, and liens, including costs and expenses, arising out of any negligent act or omission of Client or Contractor or any of their officers, agents, employees, or subcontractors in the performance of this Agreement.

10. **SURVIVAL.** The following sections shall survive any expiration or termination of this Agreement: Sections 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, and 19.

11. **CONFIDENTIALITY.** Both Client and Contractor understand that information provided during the performance of this Agreement is confidential and may not be disclosed to any person not connected with this project without prior approval.

12. **NOTICE.** Any notice, invoice, order, or other correspondence required to be sent under this Agreement shall be sent to the addresses outlined in the first paragraph of this Agreement.

13. **APPLICABLE LAWS.** This Agreement shall be governed by the laws of the State of North Carolina, without reference to principles of conflicts of law, as the same shall be in force and effect upon the date this Agreement is executed.

14. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15. NON-DISCRIMINATION. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to firing, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall constitute a material breach of this Agreement.

16. NECESSARY DOCUMENTATION. Contractor certifies that it will furnish Client, if requested, any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of units of local, state, and federal government. Contractor further certifies that it is now in and will maintain its good standing with governmental agencies and will maintain its license, permit, registration, authorization, or certification in force during the term of this Agreement. Contractor warrants that the services it performs for Client pursuant to this Agreement shall meet or exceed the customary level of professionalism for such services in North Carolina. Failure of Contractor to comply with this paragraph constitutes a material breach of this Agreement.

17. WAIVER. A contractor's delay or inaction in pursuing its remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of a contractor's rights or remedies contained herein or available by law.

18. PERSONAL LIABILITY. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, agency, or employee of Client or any public body, which may be a party to this Agreement.

19. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement, which can operate independently of such stricken provision, shall continue in full force and effect.

20. COUNTERPARTS. This Agreement may be executed simultaneously in any number of counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement. An executed counterpart of this Agreement may be delivered by verifiable facsimile transmission or by email in a suitable electronic format.

21. CONFLICT OF INTEREST. Contractor certifies and warrants to Client that neither it nor any of its agents, representatives, or employees who will participate in performance of any services required by this Agreement have or will have any conflict of interest, directly or indirectly with Client.



22. AMENDMENTS. This Agreement may be amended, modified, renewed, or supplemented only by a written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions of this Agreement. Upon completion of the elements within the original RFP, this project may include extended work with new negotiated terms.

23. INTEGRATION. This Agreement represents the entire understanding between Client and the Contractor and supersedes all prior negotiations, representations, and/or contracts, either written or oral.

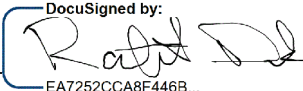
24. TAXES. Contractor agrees that it is an independent contractor as that term is commonly used and is not an employee of Client. As such, the Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to the Contractor. The Contractor acknowledges that it is not insured by Client in any manner for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate Client in any way.

25. FORCE MAJEURE. If either party is unable to perform its obligations under the terms of this Agreement due to events which may include acts of God, public health emergencies as determined by a state or local governmental body (including, but not limited to pandemic, epidemic, or quarantine), war, government regulation, strikes, curtailment of transportation facilities, or other emergency making it inadvisable, illegal, or impossible to perform the scheduled event, such party's contractual obligations shall be excused and the party will not be liable for damages resulting from such failure to perform. Notwithstanding the foregoing, a party affected by a force majeure event will use reasonable efforts to remedy or mitigate such event and effects thereof. Upon termination of the force majeure event, if reasonable, the performance of any suspended obligation or duty will promptly recommence. The party giving notice of a force majeure event shall do so in writing by electronic communication ("Notice") and all deposits minus expenses incurred through the date of Notice will be returned to the party exercising force majeure within thirty (30) days of such Notice." For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

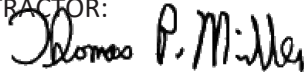


IN WITNESS WHEREOF, Client and Contractor, by their respective officers hereunto duly authorized, have executed this Agreement on 8/24/2023 (which is the Effective Date of the Contract).

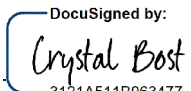
OWNER:

DocuSigned by:  
  
EA7252CCA8F446B...  
By: Rob Donham, P.E.  
Title: Town Manager

CONTRACTOR:

  
By: Thomas P. Miller  
Title: President & CEO

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

DocuSigned by:  
  
3121A511B963477...  
Attest: Accountant  
Title: \_\_\_\_\_

  
Attest: \_\_\_\_\_  
Title: VP, Operations

Address for giving notices:

PO Box 100  
Harrisburg, NC, 28075  
\_\_\_\_\_

Address for giving notices:

1630 N. Meridian St. #330  
Indianapolis, IN 46202  
\_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)

This instrument has been pre-audited in the manner required by the North Carolina Local Government Finance Act.

DocuSigned by:  
  
0E600CB5D121494...  
A, CLGFO, Finance Officer  
100-1401-56310  
Account Number \_\_\_\_\_

**Attachment A:**  
***General Scope of Services***

## CONTACT

Wendy Brewer, Senior Manager  
Thomas P. Miller & Associates, LLC  
1630 N. Meridian St., Suite 430  
Indianapolis, IN 46202  
[wbrewer@tpma-inc.com](mailto:wbrewer@tpma-inc.com)  
740-350-5880



THOMAS P. MILLER & ASSOCIATES

## PROPOSAL FOR

# Strategic Economic Development Plan

## SUBMITTED TO

Brian Lee, CPA, CLGFO, Finance Director  
Town of Harrisburg  
[blee@harrisburgnc.org](mailto:blee@harrisburgnc.org)

July 31, 2023

# PROJECT UNDERSTANDING

## Task 1: Project Launch & Discovery

The Project Team will facilitate an in-person launch meeting with leadership of the Town of Harrisburg (The Town) to make introductions, review the scope of work and deliverables, design a communication plan, and discuss any information that may help develop context for the assessment and action plan. TPMA proposes the initiation of a Working Group, whose members will be identified cooperatively with Town leadership and department staff. Discussion topics include:

- Scope of work, project plans, timeline, and deliverables;
- Roles and responsibilities;
- Communication preferences and monthly schedule for regular meetings;
- Existing plans and programs; and
- Logistics for identifying and conducting stakeholder engagement

TPMA values regular open communication with our clients. For this project, we propose monthly update calls throughout the process. We will use this time to provide updates and next steps for the project as well as an opportunity for feedback on the work being done and any adjustments that need to be made. These meetings will also serve as **progress reports**.

We design communication schedules to build excitement and momentum for final deliverables without creating an excess burden on Town leadership and staff. Regular communication will also ensure that messaging is consistent throughout the process and provide the Town with tools to communicate and advocate within the greater community.

TPMA will also review any documents necessary to understand the current situation and efforts of the Town. This will **include the External Economic Development Network Ecosystem, plans, documents, and programs** that are already in place or underway, as well as the Economic Development Strategic Plan (2018), the Market Analysis & Economic Development Implementation Plan (2015), the Cabarrus EDC Strategic Action Plan, and the HALUP (2018), Façade Improvement Grants etc. **TPMA will work with Town staff to identify any other relevant plans and information that should be reviewed as part of this situational assessment.**

The team will proceed with analysis of **the economic conditions and demographics** of the Town using **Lightcast (Emsi) and DataAxle Genie**, to unveil workforce patterns, employment, economic drivers, trends, and impacts that are unique to the Town. Additionally, TPMA will incorporate the Town's existing plans and efforts related to "Economic Development Zones" to leverage existing assets and visions in the later analyses and recommendations. The team will provide the Town with data regarding the **Large and Small Tier** enterprises, as requested in the RFP.

### *Timeline*

August 2023

## Task 2: Analyses

TPMA will evaluate the needs of the Town with an assessment of the strengths, weaknesses, opportunities, and threats (SWOT) based on findings from the Working Group Meetings, and the review of plans and documents. A draft analysis will be provided to the Town and refined based on feedback received from staff. To complete the SWOT Analysis, TPMA will use information collected to identify the Town's competitive advantages, including regional clusters and unique community assets. A community that has a strong understanding of its assets can identify emerging economic sectors that may lead to a diversified economic base.

Next, TPMA will use the information gathered to identify real and perceived competitive disadvantages within the Town, including housing availability, lack of funding, or other challenges to economic development. TPMA will work to identify resources needed (e.g., the cost, staff, policy) to neutralize or convert these into competitive advantages. These factors will help prioritize action for the region, and inform the design of a reasonable timeframe (i.e. short-, medium-, or long-term).

TPMA will also identify external opportunities for regional progress, which could include targeted industry and talent recruitment and increased funding through collaborative programming. Opportunities can often be found through the integration of existing state, regional, or local plans that have already been completed or are underway.

External challenges, such as changes to regulations or shifts in the regional value chain, will also be identified. TPMA will carefully analyze these challenges to inform what preventative and proactive measures can contribute to long-term economic resiliency. Potential elements to be examined in the SWOT include:

- Existing Economic base and major employers
- Regional Clusters
- Workforce demands, gaps
- Infrastructure (assets and constraints)
- Availability of commercial buildings and land for future development
- Regional Partnerships and Engagement and Equitable Development
- Emerging Industry and Workforce Trends
- Quality of life amenities and culture of the community

### MARKET & CLUSTER ANALYSIS

TPMA will leverage existing and previously conducted cluster and market studies in the region to determine what **industries, subindustry clusters, and subindustries have the highest growth potential in the Town**. It will be critical to understand the current strongest sectors while also identifying emerging sectors that have the potential to complement the existing ones. The analyses will be based on existing assets/clusters/location and infrastructure to support existing business in the Town.

Previous tasks that examine recent local and regional business and economic studies and reports will be leveraged for the analyses. Past historical workforce patterns and recent employment trends using **Lightcast, DataAxle Genie, Bureau of Labor Statistics, and Bureau of Economic Analysis** data sets will be of significant impact on this Task. The analyses will highlight which industries and clusters may be best targeted for growth. The top opportunities will include industry groupings that are regionally meaningful and represent real economic connections and opportunities within the Town. The ever-changing site

selection criteria will play an important role in this regard and will be a priority. The team will identify the **Top Five Investment Opportunities** for the Town. The Top Five will consist of high-value targets the town can aim for, for example infrastructure projects, industrial park development, talent initiatives, policy adjustments, entrepreneurial support (e.g. incubator), etc.

### INTERNAL ASSESSMENT

To strategically support economic development in the Town, the team will thoroughly assess internal structure. This will include **programs, policies, procedures, management, organizational structure, and marketing efforts**. It will be vital to gather insights about the effectiveness of procedures and external view when it comes to economic development and marketing of these efforts. TPMA will also include a review of the Town's current economic development incentive policies.

#### *Timeline*

September - November 2023

## Task 3: Stakeholder Engagement

### FIELD VISIT

The Project Team will visit and explore the Town to understand the condition of existing assets, identify resident and visitor access barriers, and identify physical opportunities and constraints pertaining to economic development.

### FOCUS GROUPS/ INTERVIEWS

TPMA will design and lead up to eight stakeholder **focus groups**. Participants will be identified in cooperation with the Working Group and include Town representatives, Cabarrus EDC and Greater Charlotte economic development representatives, educational partners, business owners, foundations and philanthropic leaders, community partners etc. Topics can include but are not limited to **industry, trends, quality of life, visions and opportunities, housing, economic climate, and infrastructure**. These focus groups will aim to examine the region's goals, priorities, and ownership.

TPMA will concurrently conduct up to 10 **one-on-one interviews**. One-on-one interviews will be conducted with regional and Town leadership who may have specific knowledge of economic impacts and can provide insights not easily identified in a survey or group setting.

In order to garner input from the public, the team is prepared to conduct a stakeholder survey. This will enable the Town to extract insights from the general public or certain groups within the community as directed.

Stakeholder engagement with internal and external stakeholders will provide Town leadership with necessary insight into how their actions and efforts are being perceived and how to improve upon them in the future.

#### *Timeline*

November - December 2023

Task 4: Strategic Economic Development Plan

Using information collected through data analyses, interviews, and Working Group Meetings, TPMA will design a Strategic Economic Development Plan draft that builds on current planning efforts and initiatives. The plan will be designed in an easy-to-understand format that is appropriate for a variety of audiences. Each section of the plan will address effects and related disruption, needs, or opportunities related to economic development support.

This analysis and report will **culminate in an actionable plan with recommendations and implementation strategies** informed by **best practices, stakeholder engagement, data gathering, and analyses**. We value effective implementation and will provide the Town with attainable, action-based strategies.

The implementation strategy will include clearly defined roles for all Town partners with detailed actions and measurable performance indicators. Implementation will focus on key strategies with recommendations for immediate action to support growth and retainment and longer-term implementation for growth and resilience while identifying needed or available resources. This will serve as a tool kit for the Town to foster economic development. The plan will include recommendations regarding **current policies and procedures, business development promotion, and structural change recommendations (internal)**. The team will then prepare a preliminary presentation of the final plan, which will be delivered virtually.

The final plan will be made available in digital and hard copies, including original file types for graphics, charts, models, tables, maps, and any other supporting documents. The final Strategic Economic Development Plan will include all the agreed-upon Draft Plan information. TPMA is prepared to present the final plan to the public and the town council in February in person.

Timeline  
January - February 2024

PROJECT COST ESTIMATES

TPMA can perform the above outlined scope of work for a total cost of **\$99,900.00**. This cost is inclusive of all staff time, travel, and materials. Our firm recognizes the fiduciary responsibility of government agencies and makes every effort to design efficient project budgets that leverage the unique expertise of individual team members. Additional work can be performed at a rate of \$255 per hour.

| In-Person Travel Cost Breakdown (included in the updated budget) |            |
|------------------------------------------------------------------|------------|
| Kick-Off Meeting Trip (2 people traveling)                       | \$9,900.00 |
| Focus Groups (2 people traveling)                                | \$9,900.00 |
| Final Presentation (2 people traveling)                          | \$9,900.00 |



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

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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 an amendment to the Strategic Economic Development Plan to provide funds for an Open House public engagement session.

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

|                                                            |           |
|------------------------------------------------------------|-----------|
| Increase line item 100-1401-56310<br>Professional Services | \$ 13,500 |
|------------------------------------------------------------|-----------|

|                                                  |           |
|--------------------------------------------------|-----------|
| Decrease line item 100-8750-59500<br>Contingency | \$ 13,500 |
|--------------------------------------------------|-----------|

**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 12<sup>th</sup> day of February, 2024.

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Jennifer Teague, Mayor

ATTEST:

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Janet Rackley, Town Clerk





## TOWN OF HARRISBURG

### Agenda Item Details

#### **Title:**

H-2018-08-R: Camellia Gardens Development Agreement - Consider adoption of Development Agreement between the Town of Harrisburg and EHC Homes LLP and related FY2024 Budget Ordinance Amendments

#### **Presenting Personnel:**

Zachary Gordon, Planning Director

#### **Suggested Motion or Action:**

**Hold Public Hearing** to consider adoption of a "Development Agreement" between the Town of Harrisburg and EHC Homes LLP, detailing the conditions of rezoning approval and public improvements to be made by EHC and the Town, in conjunction with the development of Camellia Gardens, a 157 lot detached single-family residential neighborhood located on Stallings Road.

**Motion to approve** a "Development Agreement" between the Town of Harrisburg and EHC Homes LLP, detailing the conditions of rezoning approval and public improvements to be made by EHC and the Town, in conjunction with the development of Camellia Gardens, a 157 lot detached single-family residential neighborhood located on Stallings Road., and to authorize the Town Manager to sign the agreement, and Town Attorney to make any necessary editorial changes to finalize the "Development Agreement", and the related FY2024 Budget Ordinance Amendments.

#### **Description/Background:**

On August 12, 2019, the Town Council approved a conditional rezoning request for Camellia Gardens, a 157-lot single-family residential development located on Stallings Road across from Stallings Road Park and Harrisburg Elementary School. As part of this approval, the developer of this project is responsible for meeting the conditions of rezoning approval, as noted in the attached "Development Agreement" between the Town and Empire Homes (EHC Homes LP) - the "Developer", along with the installation of public improvements.

**The Development Agreement includes the Developer's obligations and the Town contributions for items that exceeded the developer's obligations.**

**The Developer's Obligations include the following:**

- Construct a 10-foot wide greenway trail connection along the development's Stallings Road frontage
- Dedicate a twenty-five (25) foot wide greenway easement, as recorded in Map Book 95 Page 87 of the Cabarrus County Register of Deeds, within which a paved ten (10) foot wide path is to be installed, to provide access from Stallings Road to the Back Creek Greenway
- Construct a Greenway Pedestrian Bridge from the greenway trail within Camellia Gardens across Back Creek in substantial compliance with the approved plans. The Developer and Town have agreed to a cost sharing arrangement for the pedestrian bridge, which is generally described below in the Town's contributions.
- Install a traffic signal at the intersection of Stallings Road and Hickory Ridge Road to be timed with the existing light at Veteran's Bridge
- Install a High-Intensity Activated Crosswalk ("HAWK") or Rectangular Rapid Flashing Beacon (RRFB) pedestrian crosswalk between Camellia Gardens and Stallings Road Park

- Contribute 25%, not to exceed \$100,000, toward the cost of the intersection realignment at Tom Query and Robinson Church Road, within thirty (30) days of the execution of this Agreement
- Add TIA improvements (roundabout)
- Add greenway on adjacent parcel

**Conditions to be met by the Town include the following:**

- Reimburse the developer \$50,000 for the improvements completed by Developer to the entrance at Harrisburg Elementary School Drive at Stallings Road/Site Access #2 as described on **Exhibit C** (the “School Entrance Work”). The School Entrance Work was completed by Developer and accepted by the Town in September 2022. Payment for the improvement will be made within 30 days of the execution of this agreement.
- Reimburse the developer for 50% of the construction costs of the Greenway Pedestrian Bridge, in an amount not to exceed \$135,000. Reimbursement by the Town shall be in accordance with the terms of the Development Agreement, which provides the Town the opportunity to inspect and accept the bridge and review all invoices and payment applications for costs associated with the bridge.
- **The total monetary obligations of the Town under this Agreement will be an amount not to exceed \$185,000** (up to \$135,000 for pedestrian bridge and \$50,000 for road improvements at entrance at Harrisburg Elementary School at Stallings Road/Site Access #2)

**Recommendation:**

Staff is recommending that the Town Council approve the “Development Agreement” between the Town and EHC Homes LP, including authorizing the Town Attorney to make any necessary editorial revisions to finalize the "Development Agreement" and to authorize the Town Manager to sign the agreement on behalf of the Town and approve the related FY2024 Budget Ordinance Amendments.

**Fiscal Impact:**

Up to \$185,000, as detailed in the Development Agreement. Funding is provided by the Capital Reserve Fund - General Fund. This use does not impact the Reserve's ability to fund the currently adopted 10-year CIP.

The developer is required to pay the Town \$100,000 for the intersection realignment at Tom Query and Robinson Church Rd. The Town will hold and then contribute those funds to the developer who makes those improvements in a future year. The contributed funds will be held in the General Fund as restricted funds, only to be used for this purpose at such time that the intersection construction takes place.

**Attachments:**

1. Camellia Gardens - Development Agreement between Town of Harrisburg and EHC Homes, LLC
2. H-2018-08 (R)\_ Public Notice - TC - February 12, 2024 TC
3. H-2018-08 (R)\_ TC Abutter Notice for Development Agreement
4. H-2019-03 (S) - Camellia Gardens - Preliminary Plat Approved
5. H-2019-03 (S) Staff Report\_Camellia Gardens
6. H-2018-08 (R)\_ Approved Rezoning Plan\_CamelliaGardens\_Signed\_
7. H-2018-08 (R)\_ Rezoning Approval Letter- CamelliaGardens 8.12.19
8. H\_2018\_08\_(R) Staff Report\_TC
9. Amendment - CRF-GF - Camellia Gardens Improvements 02122024
10. Amendment - GF - Camellia Gardens Improvements 02122024

**Prepared by and Return to:**

Town Attorney, Town of Harrisburg  
3220 Prosperity Church Road, Suite 201  
Charlotte, NC 28269

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN**

**THE TOWN OF HARRISBURG, NORTH CAROLINA**

**AND**

**EHC HOMES LP**

**Date: \_\_\_\_\_**

**Project: Camellia Gardens**

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (together with the Exhibits attached hereto, (the “Agreement”) is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_, 2024 (the “Effective Date”), by and between the Town of Harrisburg, a municipal corporation of the State of North Carolina (the “Town”) and EHP Homes LP, a Delaware limited partnership (with its successors in interest, the “Developer”). The project (“Project”) is known as Camellia Gardens. 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 cities 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 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 totaling approximately 85.35 acres, located on Stallings Road, as more particularly described on **Exhibit A** attached hereto (the “Property”), 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-1161 (“Stallings 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 157-unit single-family home community on 85.35 acres as shown on **Exhibit B** attached hereto (“Development Plan”).
  - 2. Exchange of funds
- 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 and/or financial contributions by Developer of public infrastructure to include traffic improvements and a greenway pedestrian bridge as described herein and found in **Exhibits B, C, D;** and
  - 3. Development of the Property in accordance with the Harrisburg Area Land Use Plan (“HALUP”).
- J. This Agreement is a companion item to Conditional Rezoning Case #H-2018-08-(R) (the “Rezoning”).

K. This Agreement was considered by the Harrisburg Town Council at its \_\_\_\_\_, 2024, meeting, in a duly called and advertised public hearing.

L. Pursuant to N.C.G.S. 160D-1005, a public hearing regarding this Agreement was held at the \_\_\_\_\_, 2024 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 this proposed Agreement could be obtained. This Agreement was available for public inspection on the Town's website and at Town Hall.

**NOW, THEREFORE**, in consideration of the premises of this Agreement and to facilitate the exchange of funds for public improvements as described in Rezoning approval documents and the mutual benefits to the parties, the parties agree as follows:

### **TERMS**

- 1) **The Property**. The Property to be developed pursuant to this Agreement is described and depicted in Deed Book 14880, Page 308 of the Cabarrus County Register of Deeds Office and **Exhibit A** attached hereto.
- 2) **Definitions**. Capitalized terms in this Agreement shall have the meanings assigned to them below or elsewhere in this Agreement:
  - a) "Adjacent Parcel Greenway Trail" means the ten (10) foot wide portion of the Back Creek Greenway that the developer has constructed on adjacent parcels having the Parcel Identification Numbers ("PINs") 5517015236000 and 55172138000000 within the twenty-five (25) foot greenway easement secured by the Town from Cabarrus County pursuant to approved plans and specifications.
  - b) "Applicable Law" means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
  - c) "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.
  - d) "Development" shall have the same meaning as it does in the Harrisburg Unified Development Ordinance, Chapter 148: Word Usage.
  - e) "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.
  - f) "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 the Rezoning, and as set forth on **Exhibit B** hereto.
  - g) "Development Schedule" means the schedule for development as shown in **Exhibit F**.
  - h) "Greenway Connection" means, collectively, (i) the ten (10) foot wide greenway trail connection along the Stallings Road frontage, and (ii) the dedicated twenty-five (25) foot wide easement with a paved ten (10) foot wide path, to provide access from Stallings Road to Back Creek Greenway.
  - i) "Greenway Pedestrian Bridge" means the pedestrian bridge to be constructed by Developer

across Back Creek, to connect the Greenway Connection, as defined above, to the Back Creek Greenway.

- j) “Greenway Pedestrian Bridge Construction Costs” means the actual costs to construct the Greenway Pedestrian Bridge and associated construction costs, evidenced by invoices provided to the Town, which may include, by way of example, costs for materials and labor for the construction of the Greenway Pedestrian Bridge and associated work, including, but not limited to, grading, reseeding, paving to connect the bridge to the adjacent greenway paths, installation of rip rap into Back Creek, stabilization and installation of erosion control measures, installation of signage required by the Town, silt fence removal, and punch list work required by the Town, etc. “Greenway Pedestrian Bridge Costs” shall not include any overhead costs.
  - k) “Infrastructure” means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
  - l) “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.
  - m) “Parcel” means any lot of record on which Development may occur in accordance with the Development Plan.
  - n) “Project” means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.
  - o) “Property Owner” means (i) any person or entity, other than the Town and the Developer, which shall have acquired any portion of the fee interest a Parcel 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 Developer Obligations established by this Agreement and as set forth in paragraph 11, 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 be binding on the Town and its successors in interest, to the Developer and its assignees to who such burdens and/or benefits are assigned in accordance with this Agreement, and, to the extent provided in this Agreement, to the Property Owners and their successors and assigns, including successors in title. This Agreement shall apply to the Property and to all Parcels and Property Owners, and by acceptance of a deed of conveyance, each subsequent Developer and Property Owner agrees to be bound by and abide by the terms and conditions of this Agreement as a Developer or a Property Owner, as applicable to such person’s respective Parcel. 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 prerogatives accorded the Developer by this Agreement, the Rezoning and the Development Plan, 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) 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: 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**.
    - 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) The Town has approved or will approve the Rezoning, preliminary plat, construction documents and final plats, which shall be prepared in accordance with all applicable standards and requirements of the UDO. Approval of these plans does not relieve the Developer from their obligation to adhere to all local, state, and federal laws and permit requirements.
  - b) The Town agrees to pay \$50,000 for the improvements completed by Developer to the entrance at Harrisburg Elementary School Drive at Stallings Road/Site Access #2 as described on **Exhibit C** (the “School Entrance Work”). The School Entrance Work was completed by Developer and accepted by the Town in September 2022.
  - c) The Town agrees to reimburse the Developer for fifty (50) percent of the Greenway Pedestrian



Bridge Construction Costs, in an amount not to exceed \$135,000. When Developer submits a request for reimbursement to the Town, such request shall include the invoices, receipts, or similar documentation evidencing the actual Greenway Pedestrian Bridge Construction Costs. The Town shall have ten (10) business days from receipt of the reimbursement request to notify Developer of any objections to any portions of the Greenway Pedestrian Bridge Costs for being outside of the scope of such costs. If the Town objects, then Developer shall respond to such objection with explanations to support the inclusion of such costs within the Greenway Pedestrian Bridge Costs or remove the objected portions from the reimbursement request. The foregoing process shall continue until each Party has approved the Greenway Pedestrian Bridge Costs.

- d) The total monetary obligations of the Town under this Agreement will be an amount not to exceed \$185,000.
- 10) Other Approvals. To the extent that any county or other Local Government, state or federal approvals are required in connection with the Development of the Project, the Town shall use reasonable efforts to assist Developer in obtaining such approvals.
- 11) Developer Obligations.
- A. Developer shall develop the Property in accordance with the Development conditions of approval granted by the Town of Harrisburg on August 12, 2019, as part of the Rezoning, 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 cladding materials for all buildings to cladding products other than vinyl siding.
    - 3. Applicant agrees to dedicate land for Public Open Space as required in the UDO.
    - 4. Town acknowledges that Applicant has constructed the Adjacent Parcel Greenway Trail, and as such, Applicant has satisfied its obligations of this condition for purposes of issuance of the 71<sup>st</sup> Certificate of Occupancy. A final inspection and a punch-out walk through will be performed by the Town on both the Greenway Pedestrian Bridge and the Adjacent Parcel Greenway Trail and shall occur after the construction of the Greenway Pedestrian Bridge is complete. Developer shall post a performance guarantee pursuant to Section 14 of this Agreement to ensure completion of any punch-out items required by the final inspection in the amount of five percent (5%) of the total greenway improvements cost.
    - 5. The Town acknowledges that Applicant has done the following work associated with the Greenway Connection: (i) Developer constructed the ten (10) foot wide greenway trail connection along the Stallings Road frontage; and (ii) dedicated a twenty-five (25) foot wide greenway easement, as recorded in Map Book 95 Page 87 of the Cabarrus County Register of Deeds, within which a paved ten (10) foot wide path has been installed, to provide access from Stallings Road to Back Creek Greenway. The Applicant shall also replace the installed five (5) foot wide concrete sidewalk, with a ten (10) foot wide asphalt path, along the eastern side of the Lotus Drive right of way (labeled “Harris Farm Road” on **Exhibit G**), between the twenty-five (25) foot wide dedicated greenway easement and the ten (10) foot wide greenway trail connection along the Stallings Road frontage, in the area highlighted in yellow and labeled “5’ Sidewalk to be replaced with 10’ asphalt path” on the approved construction drawings attached hereto as **Exhibit G**. The Applicant shall also construct the Greenway

Pedestrian Bridge in substantial compliance with the approved plans. The Applicant is responsible for the Greenway Pedestrian Bridge Construction Costs, subject to the Town's reimbursement obligations in Section 9(c) of this Agreement.

6. Applicant agrees to complete installation of a traffic signal at the intersection of Stallings Road and Hickory Ridge Road to be connected to the signal cabinet at Stallings Road and Harrisburg Veterans Road in substantial compliance with the plans attached hereto as **Exhibit D** ("Traffic Signal Improvements"), which plans have been approved by the applicable governing authorities, including, but not limited to, the NCDOT. Town acknowledges that Applicant has completed installation of a High-Intensity Activated Crosswalk ("HAWK") beacon or rapid-flashing beacon in substantial compliance with the plans attached hereto as **Exhibit E**, which plans have been approved by the applicable governing authorities, including, but not limited to, the NCDOT. All traffic improvements are subject to a final punch-list inspection by the Town and NCDOT.

Applicant agrees to contribute \$100,000 toward the intersection improvements at Tom Query and Robinson Church Road, within thirty (30) days of the execution of this Agreement. Town acknowledges that Applicant has installed all other required roadway improvements as identified in the Traffic Impact Analysis as found in **Exhibit C**. All traffic improvements are subject to a final punch-list inspection by the Town and NCDOT.

7. Applicant agrees to provide an easement in substantially the same location and size as shown on the Development Plan attached hereto as **Exhibit B**, to allow the Town to decommission existing pump station on Hoffner Rd and connect onto the projects sewer system.

8. Applicant agrees to complete a LOMR-F prior to any fill activity taking place within the floodplain on the Property, and shall meet all Town of Harrisburg requirements pertaining to construction within the floodplain.

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.) or the approved plans attached hereto, as applicable. Milestones for the completion of Town's Obligations set forth in Section 9 and Developer's Obligations set forth in Section 11 will follow the Development Schedule attached hereto as **Exhibit F**.

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) **Performance Guarantee**. Developer shall post a performance guarantee in the form of a bond or letter of credit issued by an institution authorized to do business equal to 125% of the estimated costs to complete its obligations in Section 11)A.4, 11)A.5 and 11)A.6 of this Agreement (the "Performance Guarantee"). Release of the Performance Guarantee shall be conditioned upon the faithful performance by Developer of its obligations in Section 11) A.4, 11) A.5 and 11) A.6 in compliance with the terms and conditions of this Agreement. Upon completion of the improvements set forth in Section 11) A.4, 11) A.5 and 11) A.6, all of the Performance Guarantee shall be released by the Town and returned to Developer.

15) **Default**.

- a) Developer Default. Site work construction of the Project (i.e., installation of silt fencing and commencement of grading) must be initiated on or before 180 days after issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit, subject to a force majeure event (as described in Section 17(l) of this Agreement). Developer's failure 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, shall constitute a material default under this Agreement. This requirement applies to construction for each phase of the Project for which an NC Department of Environmental Quality Wastewater Collection System Extension 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.

16) Remedies.

- a) Town Remedies for Developer Default. In the event of a Developer material breach of this Agreement and that Developer fails to cure such breach within the applicable cure period set forth in Section 14.a) of this Agreement following written notice from Town, Town may
  - i) Refuse to issue certificates of compliance for the Development.
  - ii) Call upon any or all of the Performance Guarantee; and/or
  - iii) Terminate this Agreement.
- b) Developer Remedies. If the Town fails to cure any material breach within the applicable cure period set forth in Section 14.b) of this Agreement following written notice from Developer, then Developer may be entitled to pursue such remedies as allowed under applicable law against the Town, including but not limited to, reimbursement of an amount of actual damages suffered by Developer to the extent such amounts have been reasonably documented and such documentation delivered to the Town, and legal action to cure, correct, remedy any default or breach, and specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement.

17) General Provisions.

- a) Term. The term of this Agreement shall commence only upon the Effective Date of this

Agreement. This Agreement shall terminate upon the later of the following events, unless sooner terminated in accordance with the provisions of this Agreement: (i) five (5) years after the Effective Date, or (ii) the date the Parties have fully completed each of their respective obligations under Sections 9 and 11 of this Agreement (the “Term”). The Term has been established by the Parties as a reasonable estimate of the time required to complete most, if not all, of the obligations of the Parties subject to this Agreement and to obtain the public benefits of such obligations. Even if the Agreement expires or is terminated, it is understood by the Parties that the underlying Rezoning with its conditions is still applicable to the Property or Parcels. Expiration of the Term shall not terminate mutually agreed to obligations and commitments included within this Agreement that are expressly specified to extend beyond the Term.

- b) Amendment. As required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the parties formed this Agreement. A major modification or significant change of this agreement shall include any change not agreed to by both parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement may be modified or suspended as may be necessary to comply with the state or federal laws or regulations with the consent of Developer. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified. If Developer fails to consent, Developer may terminate this Agreement, with Developer and any Property Owner retaining any rights with respect to any Parcel obtained prior to termination.
- c) Severability. If any word, phrase, sentence, paragraph, or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- d) Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the parties’ intentions with respect to the subject matter hereof.
- e) Further Assurances. The parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties shall cooperate in defending such action.
- f) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the parties established by this Agreement shall be Cabarrus County Superior Court.
- g) Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term “Developer” as used herein, shall denote (i) the named Developer herein, and (ii) any successor of Developer hereunder who acquires a fee simple interest in a Parcel from Developer and to whom the Developer, with respect to such Parcel, expressly assigns all of its then existing rights and obligations as Developer

under this Agreement. Any other person who acquires a Parcel in fee simple from Developer shall be a Property Owner and not a Developer. This Agreement shall be recorded against the Property by Developer within fourteen (14) days after the execution of the Agreement by the Parties. The rights and obligations of Developer 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, lawful work stoppages ordered by a governmental entity, 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 shall not exceed one hundred eighty days without the mutual agreement in writing by the Parties, not be unreasonably withheld.

- 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, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.
- o) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words “contractor,” “contractor’s subcontractors,” and “comply” as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the Town is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.
- 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](mailto:rdonham@harrisburgnc.org)

**With copies to:**

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

**To the Developer:**

Mike Shea, Regional Vice President  
8008 Corporate Center Drive  
Suite 300  
Charlotte, NC 28226  
mshea@empirecommunities.com

**With copies to:**

Dan Robertson  
Director of Land Acquisition  
8008 Corporate Center Drive  
Suite 300  
Charlotte, NC 28226  
drobertson@empirecommunities.com

Parker Poe Adams & Bernstein LLP  
620 South Tryon Street, Suite 800  
Charlotte, NC 28202  
Attn: Brent M. Milgrom  
Brentmilgrom@parkerpoe.com

- 18) 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.
- 19) 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.
- 20) 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

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

\_\_\_\_\_  
Brian Lee, Town Finance Director

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 \_\_\_\_\_, 2024.

Notary Public

[SEAL]

My commission expires: \_\_\_\_\_



**DEVELOPER**

EHC Homes LP,  
a Delaware limited partnership

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

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 company, the foregoing instrument was signed in its name by.  
\_\_\_\_\_, \_\_\_\_\_.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

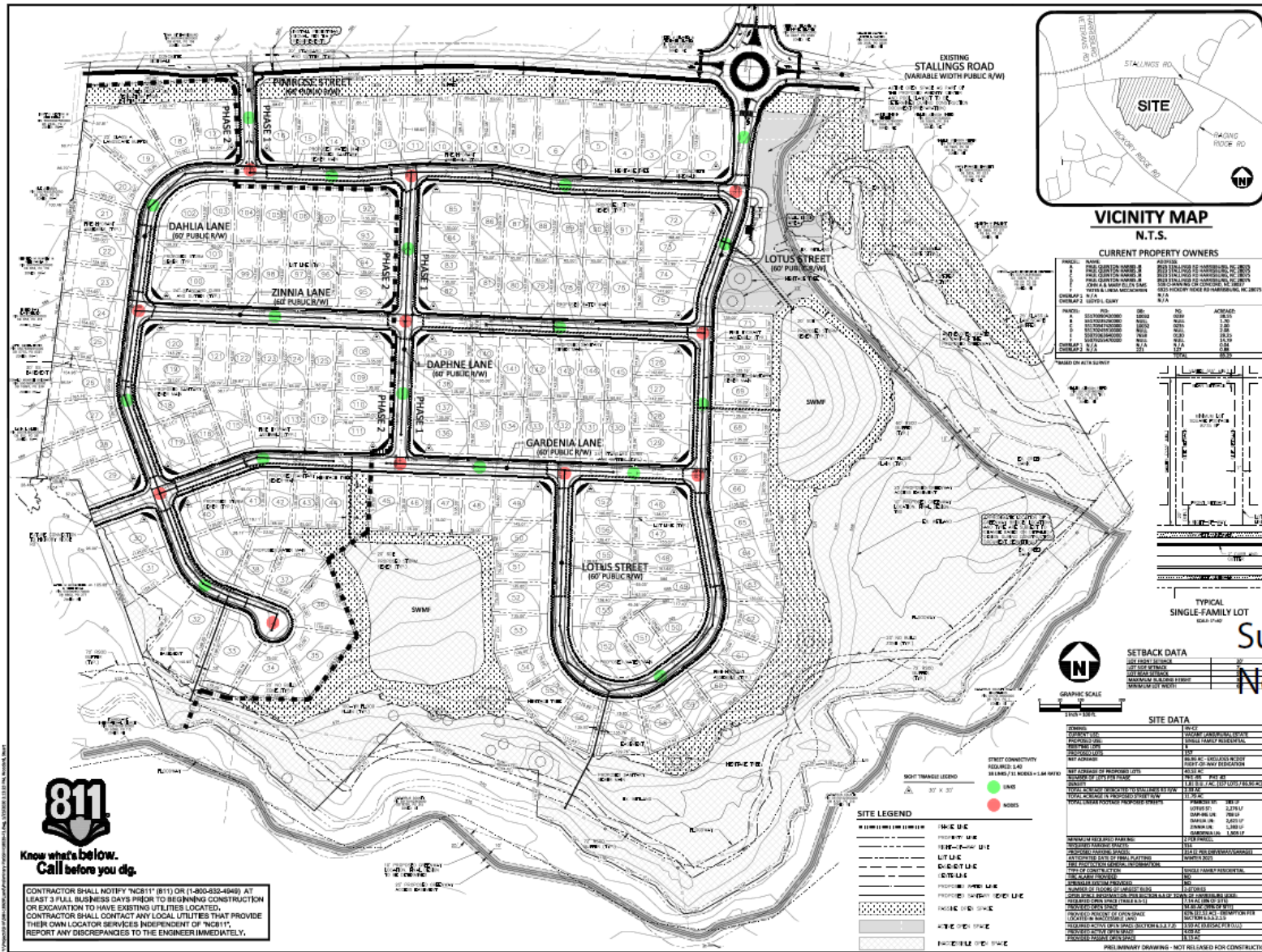
[SEAL]

My commission expires: \_\_\_\_\_

### **Exhibit A – Property Description**

All of that property described in Deed Book 14880, Page 308 of the Cabarrus County Register of Deeds Office.

## Exhibit B – Development Plan



**McADAMS**  
The John R. McAdams Company, Inc.  
3430 Tarrington Way  
Suite 320  
Charlotte, NC 28277  
phone 704.527.0900  
fax 704.365.2289  
license number: C-0253, C-187  
www.mcadamsco.com

**CLIENT**  
SHEA HOMES  
3008 CORPORATE CENTER DRIVE SUITE 300  
CHARLOTTE, NORTH CAROLINA 28226  
PHONE: 704.455.8387

**Shea**  
H O M E S

**CAMELLIA GARDENS**  
**PRELIMINARY PLAT**  
**3925 STALLING ROAD**  
**HARRISBURG, NC 28075**

**APPROVED**

**Sushil Nepal**  
Digitally signed by Sushil Nepal  
Date: 2020.03.02  
10:23:34 -05'00'

## Exhibit C – TIA Excerpt



### 10.0 Mitigation Improvements

Based on the capacity analyses performed at each of the identified study intersections, along with the review of auxiliary turn-lane warrants contained herein, the following improvements are identified to mitigate the impact of the proposed development on the adjacent street network:

#### ***Robinson Church Road and Tom Query Road***

- Contribution of 25% of the overall cost of planned Town improvements to this intersection, not to exceed \$100,000

#### ***Stallings Road and Harrisburg Veterans Road***

- Restriping of the eastbound through lane to provide a shared through-left lane
- Implementation of split phasing on the eastbound and westbound approaches
- Installation of a traffic signal at the intersection of Stallings Road and Hickory Ridge Road to be connected to the signal cabinet at Stallings Road and Harrisburg Veterans Road

#### ***Stallings Road and Stallings Road Park Drive/Site Access #1***

- Installation of an eastbound right-turn lane from Stallings Road into Site Access #1 with 100 feet of storage
- Installation of an 8' concrete median to serve as a refuge for pedestrian crossing and to convert the intersection to a right-in/right-out

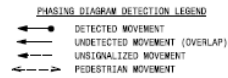
#### ***Stallings Road and Harrisburg Elementary School Drive/Site Access #2***

- Installation of a roundabout
- Construction of a single lane northbound approach
- Construction of a southbound right-turn lane from the Elementary School Drive onto Stallings Road with a minimum of 250 feet of storage (accomplished via restriping of the existing turn lanes)
- Construction of a single lane eastbound approach
- Construction of a westbound right-turn lane from Stallings Road into the Elementary School Drive with 100 feet of storage
- Construction of second receiving lane on the Elementary School Drive (this lane will be constructed by the developer at the cost of the Town)

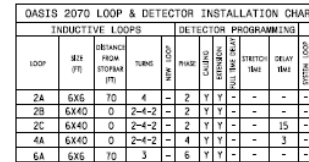
Per the Town, installation of a High-Intensity Activated Crosswalk (HAWK) beacon or rapid-flashing beacon will be required to provide a connection from the proposed development to Stallings Road Park.

The mitigation identified within the study area is shown in **Figure 10.1**. The improvements shown on this figure are subject to approval by NCDOT and the Town of Harrisburg. All additions and attachments to the State and Town roadway system shall be properly permitted, designed and constructed in conformance to standards maintained by the agencies.

DocuSign Envelope ID: 26F8E177-2589-48CA-A8FD-8E2E217481EA



SIGNAL FACE I.D.  
All Heads L.E.D.



|                       |           |
|-----------------------|-----------|
| PROJECT REFERENCE NO. | SHEET NO. |
| 36249.4093            | Slg. 1.0  |

1. Refer to "Roadway Standard Drawings MDOT" dated January 2010, "Standard Specifications for Roads and Structures" dated January 2018 and all applicable sections of the latest version of the generic Project Special Provisions. The PSP can be accessed at the following website:  
<https://connect.mdot.gov/resources/safety/resources/TSP-Design-Resources.aspx>
2. Do not program signal for late night flashing operation unless otherwise instructed by the Engineer.
3. Set all detector units to program mode.
4. Only "Walk" and flashing "DON'T WALK" with no pedestrian calls.
5. Program pedestrian heads to countdown the flashing "Don't Walk" time only.
6. Maximize time shown in timing chart area for free-run operation only. Coordinated signal system timing values supersede these values.
7. Related setting: Iacono SA as SB, and SB as SB.



| PROPOSED                                                                              |                                            | EXISTING                                                                              |
|---------------------------------------------------------------------------------------|--------------------------------------------|---------------------------------------------------------------------------------------|
|    | Traffic Signal Head                        |                                                                                       |
|    | Modified Signal Head                       | N/A                                                                                   |
|    | Sign                                       |                                                                                       |
|    | Pedestrian Signal Head                     |    |
|  | With Push Button & Sign                    |  |
|  | Signal Pole with Guy                       |  |
|  | Signal Pole with Sidewalk Guy              |  |
|  | Inductive Loop Detector                    |  |
|  | Controller & Cabinet                       |  |
|  | Junction Box                               |  |
|  | 2-in Underground Conduit                   |  |
| N/A                                                                                   | Right of Way                               |                                                                                       |
|  | Directional Arrow                          |  |
|  | Combined Through and Left Arrow            |  |
| (A)                                                                                   | Sign (R10-1)                               | (A)                                                                                   |
| (B)                                                                                   | Left Arrow, "ONLY" Sign (R10-1)            | (B)                                                                                   |
| (C)                                                                                   | No U-Turn Sign                             | (C)                                                                                   |
| (D)                                                                                   | "U-TURN" YIELD TO RIGHT TURN Sign (R10-16) | (D)                                                                                   |

NC Dept of Transportation  
Division of Highways  
Final Drawing Date: 5/20/2021  
Reviewed by: *K. N. Jordan*  
ITS & Signals Unit

RKA

|                                                                                       |                                                                                                        |                           |                                                                                       |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------|
|  | SR 1161 (Stallings Road)<br>at<br>SR 1304 (Harrisburg<br>Veterans Road)<br>Salisbury County Harrisburg |                           |  |
|                                                                                       | Division 10<br>PLAN DATE: May 2007<br>PROJECT NO.: SR 1161-100<br>SHEET NO.: 10039 (245)               |                           |                                                                                       |
|  | REVISIONS<br>DATE<br>BY<br>DESCRIPTION                                                                 | DATE<br>BY<br>DESCRIPTION | DATE<br>BY<br>DESCRIPTION                                                             |



### EDI MODEL 16C1-MC MONITOR

#### PROGRAMMING DETAIL

(remove jumper and set switches as shown)

REMOVE DIODE JUMPER 6-15.

REMOVE JUMPER AS SHOWN

ON OFF  
NO ENABLE  
SW2

NOTES:

- Card is provided with all diode jumpers in place. Removal of any jumper allows its channels to run concurrently.
- Ensure jumpers SEL2-SEL5 and SEL9 are present on the monitor board.
- Ensure that Red Enable is active at all times during normal operation.
- Connect serial cable from conflict monitor to comm. port 1 of 2070 controller. Ensure conflict monitor communicates with 2070.

#### NOTES

- To prevent "flash-conflict" problems, insert red flash program blocks for all unused vehicle load switches in the output file. The installer shall verify that signal heads flash in accordance with the Signal Plans.
- Enable Simultaneous Gap-Out for all Phases.
- Program phase 2 for Startup In Green.
- Program phase 6 for Startup Ped Call.
- Program phase 2 for Yellow Flash.
- The cabinet and controller are part of the Signal System: D10-40\_Harrisburg.
- If this signal will be managed by an ATMS software, enable controller and detector logging for detectors used at this location.

#### EQUIPMENT INFORMATION

CONTROLLER.....2070  
CABINET.....332 W/ AUX  
SOFTWARE.....ECONOLITE OASIS  
CABINET MOUNT.....BASE  
OUTPUT FILE POSITIONS.....18 WITH AUX. OUTPUT FILE  
LOAD SWITCHES USED.....S2,S5,S8,S9  
PHASES USED.....2,4,6,6PED  
OVERLAP "A".....NOT USED  
OVERLAP "B".....NOT USED  
OVERLAP "C".....NOT USED  
OVERLAP "D".....NOT USED

#### INPUT FILE POSITION LAYOUT

(front view)

| FILE   | U | 1        | 2        | 3        | 4        | 5        | 6        | 7        | 8        | 9        | 10       | 11       | 12       | 13       | 14       |
|--------|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| FILE U | 1 | #2       | 2A       | #2       | #2       | #2       | #2       | #2       | #2       | #2       | #2       | #2       | #2       | #2       | #2       |
|        |   | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED |
| FILE U | 2 | #2       | 2C       | #6       | 6A       | #2       | #2       | #2       | #2       | #2       | #2       | #2       | #2       | #2       | #2       |
|        |   | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED | NOT USED |

EX: 1A, 2A, ETC. - LOOP NO.'S

PS = FLASH SENSE  
ST = STOP TIME

#### INPUT FILE CONNECTION & PROGRAMMING CHART

| LOOP NO. | LOOP TERMINAL | INPUT FILE POS. | PHASE NO. | INPUT ASSIGMENT NO. | DETECTOR NO. | NAME PHASE | CALL | EXTEND | FULL TIME DELAY | STRETCH TIME | DELAY TIME |
|----------|---------------|-----------------|-----------|---------------------|--------------|------------|------|--------|-----------------|--------------|------------|
| 2A       | T82-5,6       | 32U             | 3A        | 1                   | 2            | 2          | Y    | Y      |                 |              |            |
| 2B       | T83-2         | 31U             | 5B        | 17                  | 5            | 2          | Y    | Y      |                 |              |            |
| 2C       | T83-5,6       | 32U             | 4B        | 2                   | 6            | 2          | Y    | Y      |                 |              | 15         |
| 4A       | T84-1,18      | 36U             | 41        | 3                   | 4            | 4          | Y    | Y      |                 |              | 3          |
| 6A       | T83-1,18      | 33U             | 54        | 26                  | 36           | 6          | Y    | Y      |                 |              |            |

NOTES:  
INSTALL DC ISOLATORS IN INPUT FILE SLOT 113.

#### INPUT FILE POSITION LEGEND

FILE J  
SLOT 2  
LOWER

#### PHASE SEQUENCE PROGRAMMING DETAIL

(program controller as shown below)

FROM OASIS LOCAL CONTROLLER MAIN MENU  
SELECT: 4 PHASE SEQUENCE

| PHASE SEQUENCE | PAGE 1    | NEXT: PAGE 1 | PHASE SEQUENCE | PAGE 2     | NEXT: PAGE 2 |
|----------------|-----------|--------------|----------------|------------|--------------|
| RING LEAD      | BARRIER 1 | X-LAG LEAD   | BARRIER 2      | X-LAG LEAD | BARRIER 3    |
| 1              | 0         | 0            | 0              | 0          | 0            |
| 2              | 0         | 0            | 0              | 0          | 0            |
| 3              | 0         | 0            | 0              | 0          | 0            |
| 4              | 0         | 0            | 0              | 0          | 0            |

#### LOAD RESISTOR REMOVAL DETAIL

(remove resistor as shown)

ACCEPTABLE VALUES

| VALUE (ohms) | WATTAGE   |
|--------------|-----------|
| 1.5K - 1.5K  | 25W (max) |
| 2.0K - 3.0K  | 10W (max) |

PHASE 5 RED FIELD TERMINAL (113)

AC-

#### COUNTDOWN PEDESTRIAN SIGNAL OPERATION

Countdown Ped Signals are required to display timing only during Ped Clearance Interval. Consult Ped Signal Module user's manual for instructions on selecting this feature.

#### EQUIPMENT INFORMATION

CONTROLLER.....2070  
CABINET.....332 W/ AUX  
SOFTWARE.....ECONOLITE OASIS  
CABINET MOUNT.....BASE  
OUTPUT FILE POSITIONS.....18 WITH AUX. OUTPUT FILE  
LOAD SWITCHES USED.....S2,S5,S8,S9  
PHASES USED.....2,4,6,6PED  
OVERLAP "A".....NOT USED  
OVERLAP "B".....NOT USED  
OVERLAP "C".....NOT USED  
OVERLAP "D".....NOT USED

#### EQUIPMENT INFORMATION

CONTROLLER.....2070  
CABINET.....332 W/ AUX  
SOFTWARE.....ECONOLITE OASIS  
CABINET MOUNT.....BASE  
OUTPUT FILE POSITIONS.....18 WITH AUX. OUTPUT FILE  
LOAD SWITCHES USED.....S2,S5,S8,S9  
PHASES USED.....2,4,6,6PED  
OVERLAP "A".....NOT USED  
OVERLAP "B".....NOT USED  
OVERLAP "C".....NOT USED  
OVERLAP "D".....NOT USED

#### SIGNAL HEAD HOOK-UP CHART

| LOOP   | PHASE | NO. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|--------|-------|-----|---|---|---|---|---|---|---|---|---|----|----|----|----|----|
| RED    | 128   | 128 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |
| YELLOW | 129   | 129 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |
| GREEN  | 130   | 130 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |

NU = NOT USED

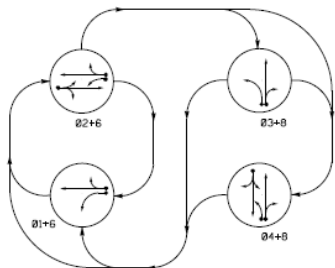
#### EQUIPMENT INFORMATION

CONTROLLER.....2070  
CABINET.....332 W/ AUX  
SOFTWARE.....ECONOLITE OASIS  
CABINET MOUNT.....BASE  
OUTPUT FILE POSITIONS.....18 WITH AUX. OUTPUT FILE  
LOAD SWITCHES USED.....S2,S5,S8,S9  
PHASES USED.....2,4,6,6PED  
OVERLAP "A".....NOT USED  
OVERLAP "B".....NOT USED  
OVERLAP "C".....NOT USED  
OVERLAP "D".....NOT USED

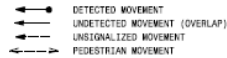
#### SIGNAL HEAD HOOK-UP CHART



### PHASING DIAGRAM

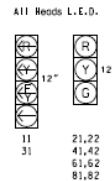


### PHASING DIAGRAM DETECTION LEGEND



| SIGNAL FACE | PHASE |      |      |      | FACED |
|-------------|-------|------|------|------|-------|
|             | 01+6  | 02+6 | 03+8 | 04+8 |       |
| 11          | -     | -    | -    | -    | -     |
| 21,22       | R     | G    | R    | Y    | -     |
| 31          | -     | -    | -    | -    | -     |
| 41,42       | R     | R    | G    | R    | Y     |
| 61,62       | G     | G    | R    | R    | Y     |
| 81,82       | R     | R    | G    | G    | R     |

### SIGNAL FACE I.D.



| INDUCTIVE LOOPS |          |                            |       | DETECTOR PROGRAMMING |         |             |            |
|-----------------|----------|----------------------------|-------|----------------------|---------|-------------|------------|
| LOOP            | SET (FT) | DISTANCE FROM STOPBAR (FT) | TURN  | PHASE                | CHANGES | STITCH TIME | DELAY TIME |
| 1A              | 6x40     | 0                          | 2-4-2 | Y                    | 1 Y Y   | -           | 15         |
| 2A              | 6x6      | 70                         | 5     | Y                    | 6 Y Y   | -           | -          |
| 3A              | 6x40     | 0                          | 2-4-2 | Y                    | 2 Y Y   | -           | 15         |
| 4A              | 6x40     | 0                          | 2-4-2 | Y                    | 8 Y Y   | -           | 3          |
| 6A              | 6x6      | 70                         | 5     | Y                    | 4 Y Y   | -           | 10         |
| 8A              | 6x40     | 0                          | 2-4-2 | Y                    | 8 Y Y   | -           | 10         |

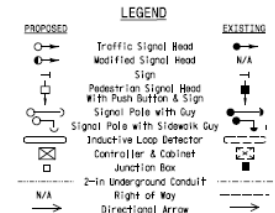
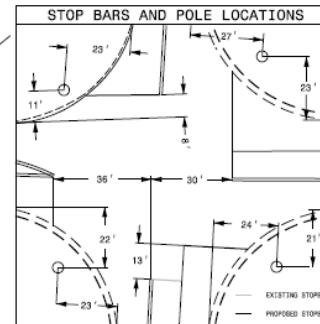
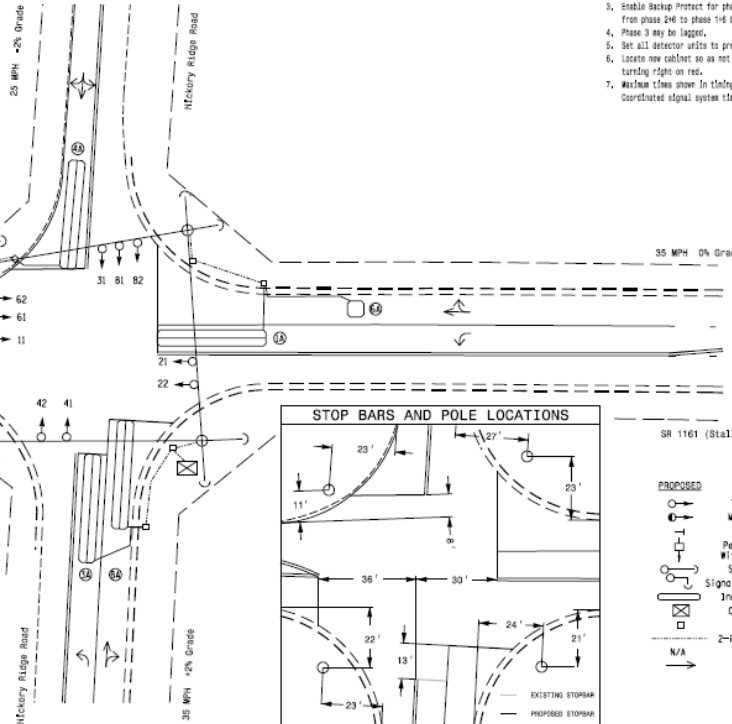
### 4 Phase Fully Actuated Signal System: D10-40-Harrisburg NOTES

- Refer to "Roadway Standard Drawings M2031" dated January 2018, "Standard Specifications for Roads and Structures" dated January 2018 and all applicable sections of the latest version of the generic Project Special Provisions. The PSP can be accessed at the following website: <https://connect.ncdot.gov/resources/safety/pages/173-Design-Resources.aspx>
- Do not program signal for late night flashing operation unless otherwise directed by the Engineer.
- Enable Backup Protect for phase 8 to allow the controller to clear from phase 8 to phase 1-6 by progressing through an all red display.
- Phase 3 may be lagged.
- Set all detector units to presence mode.
- Locate new cabinet so as not to obstruct sight distance of vehicles turning right on red.
- Watch times shown in timing chart are for free-run operation only. Coordinated signal system timing values supersede these values.

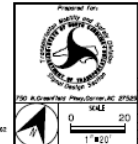
| FEATURE                  | PHASE |            |     |     |            |     |     |     |
|--------------------------|-------|------------|-----|-----|------------|-----|-----|-----|
|                          | 1     | 2          | 3   | 4   | 5          | 6   | 7   | 8   |
| Min Green 1 *            | 7     | 10         | 7   | 7   | 10         | 7   | 7   | 7   |
| Extension 1 *            | 2.0   | 3.0        | 2.0 | 2.0 | 3.0        | 2.0 | 2.0 | 3.0 |
| Max Green 1 *            | 15    | 60         | 15  | 25  | 60         | 20  | 20  | 20  |
| Yellow Clearance         | 3.0   | 3.8        | 3.0 | 3.7 | 3.8        | 3.7 | 3.7 | 3.7 |
| Red Clearance            | 1.4   | 1.2        | 1.8 | 1.3 | 1.2        | 1.3 | 1.3 | 1.3 |
| Red Reset                | 2.0   | 2.0        | 2.0 | 2.0 | 5.0        | 2.0 | 2.0 | 2.0 |
| Walk 1 *                 | -     | -          | -   | -   | -          | -   | -   | -   |
| Don't Walk 1             | -     | -          | -   | -   | -          | -   | -   | -   |
| Seconds Per Activation * | -     | -          | -   | -   | -          | -   | -   | -   |
| Max Variable Initial *   | -     | -          | -   | -   | -          | -   | -   | -   |
| Time Before Reduction *  | -     | -          | -   | -   | -          | -   | -   | -   |
| Time To Reduce *         | -     | -          | -   | -   | -          | -   | -   | -   |
| Minimum Gap              | -     | -          | -   | -   | -          | -   | -   | -   |
| Red Recall               | -     | NEW RECALL | -   | -   | NEW RECALL | -   | -   | -   |
| Vehicle Call Memory      | -     | YELLOW     | -   | -   | YELLOW     | -   | -   | -   |
| Start Entry              | -     | -          | -   | ON  | -          | -   | ON  | -   |
| Simultaneous Gap         | ON    | ON         | ON  | ON  | ON         | ON  | ON  | ON  |

\* These values may be field adjusted. Do not adjust Min Green and Extension times for phases 2 and 4 lower than what is shown. Min Green for all other phases should not be lower than 4 seconds.

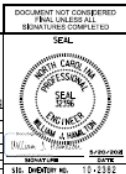
NC Dept of Transportation  
Division of Highways  
Final Drawing Date: 5/20/2021  
TTS & Signals Unit



### New Installation



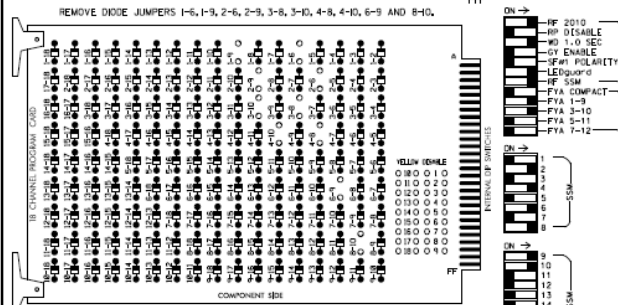
SR 1161 (Stallings Road)  
at  
Hickory Ridge Road  
Division 10 Cabarrus County Harrisburg  
PLAN DATE: May 2021 REVIEWED BY: NJ 441110  
DESIGNED BY: ZW Espinoza HRA PROJ. NO. 19398 (040)  
REVISIONS: DET. DATE: 10-2382



**RKA**  
RAYEY KEMP ASSOCIATES  
8010 University Executive Park Drive Suite 200 Charlotte, North Carolina 28226  
Phone: 704.444.4444 | www.rkassociates.com | NC License No. C-0076



# EDI MODEL 2018ECL-NC CONFLICT MONITOR PROGRAMMING DETAIL (remove jumpers and set switches as shown)

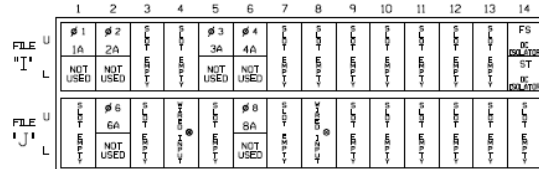


REMOVE JUMPERS AS SHOWN

## NOTES:

1. Card is provided with all diode jumpers in place. Removal of any jumper allows its channels to run concurrently.
2. Ensure jumpers SEL2-SEL3 and SEL3 are present on the monitor board.
3. Ensure that Red Enable is active at all times during normal operation.
4. Connect serial cable from conflict monitor to com. port 1 of 2070 controller. Ensure conflict monitor communicates with 2070.

## INPUT FILE POSITION LAYOUT (front view)

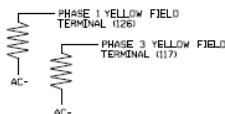


EX: 1A, 2A, ETC. = LOOP NO.'S

FS = FLASH SENSE  
ST = STOP TIME

## LOAD RESISTOR INSTALLATION DETAIL (install resistors as shown)

| ACCEPTABLE VALUES |           |
|-------------------|-----------|
| VALUE (ohms)      | WATTAGE   |
| 1.5K - 1.9K       | 20W (max) |
| 2.0K - 3.0K       | 10W (max) |



## NOTES

1. To prevent "flash-conflict" problems, insert red flash program blocks for all unused vehicle load switches in the output file. The installer shall verify that signal heads flash in accordance with the Signal Plans.
2. Program phases 4 and 8 for Dual Entry.
3. Enable Simultaneous Gap-Out for all phases.
4. Program phases 2 and 6 for Start Up In Green.
5. Program phases 2 and 6 for Yellow Flash and overlaps 1 and 2 as Wag Overlaps.
6. The cabinet and controller are part of the Signal System D10-40, Harrisburg.
7. If this signal will be managed by an ATMS software, enable controller and detector logging for detectors used at this location.

## EQUIPMENT INFORMATION

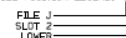
CONTROLLER.....2070  
CABINET.....332 W/ AUX  
SOFTWARE.....ECONOLITE OASIS  
CABINET MOUNT.....BASE  
OUTPUT FILE POSITIONS.....18 WITH AUX. OUTPUT FILE  
LOAD SWITCHES USED.....S1,S2,S4,S5,S8,S11,AUX S1,AUX S2  
PHASES USED.....1,2,3,4,6,8  
OVERLAP "A".....1+2  
OVERLAP "B".....3+4  
OVERLAP "C".....NOT USED  
OVERLAP "D".....NOT USED

## INPUT FILE CONNECTION & PROGRAMMING CHART

| LOOP NO. | LOOP TERMINAL | INPUT FILE POS. | PIN NO. | INPUT ASSIGNMENT NO. | DETECTOR NO. | NEMA PHASE | CALL | EXTEND | FULL TIME DELAY | STRETCH TIME | DELAY TIME |
|----------|---------------|-----------------|---------|----------------------|--------------|------------|------|--------|-----------------|--------------|------------|
| 1A       | T82-1,2       | 11U             | 56      | 18                   | 1            | 1          | Y    | Y      |                 |              | 15         |
| 2B       | T82-5,6       | 12U             | 39      | 1                    | 2            | 2          | Y    | Y      |                 |              |            |
| 3A       | T84-5,6       | 13U             | 50      | 28                   | 3            | 3          | Y    | Y      |                 |              | 15         |
| 4B       | T84-5,6       | 13U             | 41      | 3                    | 4            | 4          | Y    | Y      |                 |              | 18         |
| 5B       | T82-5,6       | 12U             | 48      | 2                    | 5            | 5          | Y    | Y      |                 |              |            |
| 6A       | T85-5,6       | 13U             | 42      | 4                    | 6            | 6          | Y    | Y      |                 |              | 18         |

1. Add jumper from 11-W to J4-W, on rear of input file.  
2. Add jumper from 15-W to J8-W, on rear of input file.

## INPUT FILE POSITION LEGEND J2L



| PROJECT REFERENCE NO. | SHEET NO. |
|-----------------------|-----------|
| 30248-4082            | 81g-2.1   |

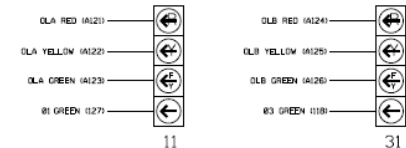
## SIGNAL HEAD HOOK-UP CHART

| LOAD SWITCH NO. | S1  | S2 | S3 | S4 | S5 | S6 | S7 | S8 | S9 | S10 | S11 | S12 | AUX S1 | AUX S2 | AUX S3 | AUX S4 | AUX S5 | AUX S6 |
|-----------------|-----|----|----|----|----|----|----|----|----|-----|-----|-----|--------|--------|--------|--------|--------|--------|
| PHASE           | 1   | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10  | 11  | 12  | 13     | 14     | 15     | 16     | 17     | 18     |
| SIGNAL HEAD NO. | 1   | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10  | 11  | 12  | 13     | 14     | 15     | 16     | 17     | 18     |
| RED             | 128 |    |    |    |    |    |    |    |    |     |     |     |        |        |        |        |        |        |
| YELLOW          | 129 |    |    |    |    |    |    |    |    |     |     |     |        |        |        |        |        |        |
| GREEN           | 130 |    |    |    |    |    |    |    |    |     |     |     |        |        |        |        |        |        |
| RED ARROW       |     |    |    |    |    |    |    |    |    |     |     |     |        |        |        |        |        |        |
| YELLOW ARROW    |     |    |    |    |    |    |    |    |    |     |     |     |        |        |        |        |        |        |
| FLASHING YELLOW |     |    |    |    |    |    |    |    |    |     |     |     |        |        |        |        |        |        |
| GREEN ARROW     | 127 |    |    |    |    |    |    |    |    |     |     |     |        |        |        |        |        |        |

NU = Not Used

- \* See pictorial of head wiring in detail this sheet.  
# Denotes install load resistor. See load resistor installation detail this sheet.

## FYA SIGNAL WIRING DETAIL (wire signal heads as shown)



## NOTE

The sequence display for signal heads 11 and 31 requires special programming. See sheet 2 for programming instructions.

NC Dept of Transportation  
Division of Highways  
Final Drawing Date: 5/20/2021  
ITS & Signals Unit

THIS ELECTRICAL DETAIL IS FOR  
THE SIGNAL DESIGN: 10-2382  
DESIGNED: May 2021  
REVIEWED: 5/20/2021  
REVISOR: N/A

## Electrical Detail - Sheet 1 of 2

ELECTRICAL AND PROGRAMMING DETAIL FOR

SR 1161 (Stallings Road)  
at  
Hickory Ridge Road

Division 10 Cabarrus County Harrisburg  
PLAN NO: May 2021 REVIEWED BY: WJ Hamilton  
PREPARED BY: ZW Esposito DATE: 5/20/2021  
REVISIONS: DET. DATE



**RKA**  
RAMEY KEMP ASSOCIATES, INC.  
8714 University Executive Park Drive Suite 100 Charlotte, NC 28217  
Phone: (704)666-1000 www.rameykemp.com EOE/DFW

DOCUMENT NOT CONSIDERED FINAL UNTIL ALL SIGNATURES COMPLETED

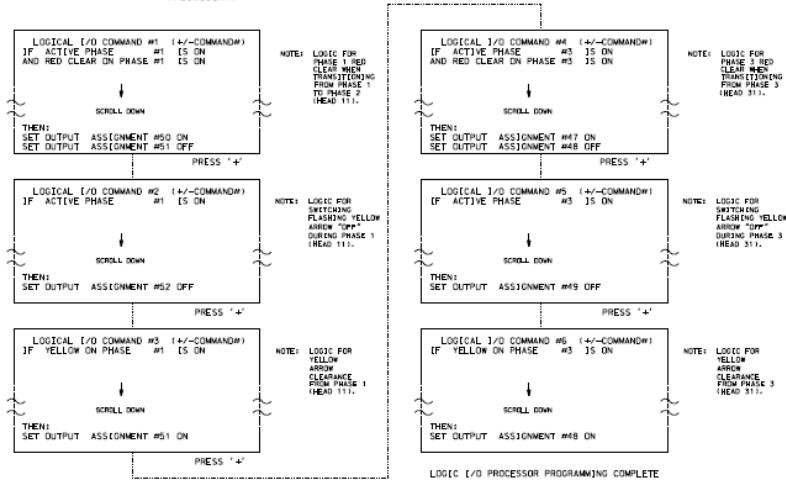


U.S. PROPERTY NO. 10-2382

## LOGICAL I/O PROCESSOR PROGRAMMING DETAIL TO PRODUCE SPECIAL FYA-PPLT SIGNAL SEQUENCE

(program controller as shown below)

- FROM MAIN MENU PRESS '2' (PHASE CONTROL), THEN '1' (PHASE CONTROL FUNCTIONS), SCROLL TO THE BOTTOM OF THE MENU AND ENABLE ACT LOGIC COMMANDS 1, 2, 3, 4, 5 AND 6.
- FROM MAIN MENU PRESS '6' (OUTPUTS), THEN '3' (LOGICAL I/O PROCESSOR).



### OUTPUT REFERENCE SCHEDULE

OUTPUT 47 = Overlap B Red  
OUTPUT 48 = Overlap B Yellow  
OUTPUT 49 = Overlap B Green  
OUTPUT 50 = Overlap A Red  
OUTPUT 51 = Overlap A Yellow  
OUTPUT 52 = Overlap A Green

## FLASHER CIRCUIT MODIFICATION DETAIL

IN ORDER TO INSURE THAT SIGNALS FLASH CONCURRENTLY ON THE SAME APPROACH, MAKE THE FOLLOWING FLASHER CIRCUIT CHANGES:

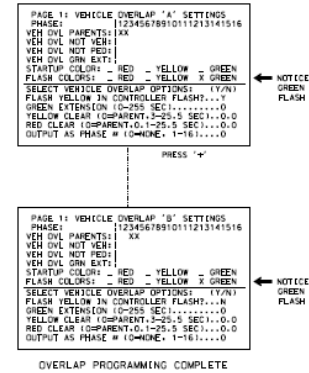
- ON REAR OF PDA - REMOVE WIRE FROM TERM. T2-4 AND TERMINATE ON T2-2.
- ON REAR OF PDA - REMOVE WIRE FROM TERM. T2-5 AND TERMINATE ON T2-3.
- REMOVE FLASHER UNIT 2.

THE CHANGES LISTED ABOVE TIES ALL PHASES AND OVERLAPS TO FLASHER UNIT 1.

## OVERLAP PROGRAMMING DETAIL

(program controller as shown below)

FROM MAIN MENU PRESS '8' (OVERLAPS), THEN '1' (VEHICLE OVERLAP SETTINGS).



## BACKUP PROTECTION NOTE

(program controller as shown below)

From Main Menu press '2' (Phase Control), then '1' (Phase Control Functions). Program phase 6 for 'Backup Protect'. Make sure the Red Revert times shown on the Signal Design Plans are programmed in the 'Phase Timing' menu.

NC Dept of Transportation  
Division of Highways  
Final Drawing Date: 5/20/2021  
TTS & Signals Unit

THIS ELECTRICAL DETAIL IS FOR  
THE SIGNAL DESIGN: 10-2382  
DESIGNED: May 2021  
SEALED: 5/20/2021  
REVISED: N/A

## Electrical Detail - Sheet 2 of 2

|                                                                                      |                         |                                                    |                 |
|--------------------------------------------------------------------------------------|-------------------------|----------------------------------------------------|-----------------|
| ELECTRICAL AND PROGRAMMING DETAIL FOR SR 1161 (Stallings Road) at Hickory Ridge Road |                         | Div 10 Cabarrus County Harrisburg                  |                 |
| PLAN NO: May 2021                                                                    | REVISED BY: NJ Hasler   | NO. PLAN NO: 10000 (04)                            | DATE: 5/20/2021 |
| DESIGNED BY: 12/20/2020                                                              | NO. PLAN NO: 10000 (04) | DATE: 5/20/2021                                    | REVISED: N/A    |
| 750 Alexander Road, Suite 200, Charlotte, NC 28205                                   |                         | 750 Alexander Road, Suite 200, Charlotte, NC 28205 |                 |

**RKA**  
RAMEY KEMP ASSOCIATES  
8711 University Avenue, Suite 100, Raleigh, NC 27617  
Phone: (919) 871-1000 | www.rkainc.com | NC License No. C4000

DOCUMENT NOT FOR CONSTRUCTION  
REVISIONS AND SIGNATURES REQUIRED

SEAL  
NORTH CAROLINA  
REGISTERED PROFESSIONAL  
ELECTRICAL ENGINEER  
NO. 10000 (04)  
DATE: 5/20/2021  
REVISED: N/A

| PROJECT INFORMATION   |  | SHEET NO.       |  |
|-----------------------|--|-----------------|--|
| PROJECT NO. 2024-4503 |  | SHEET NO. 103-1 |  |

| LEGEND |                                             |
|--------|---------------------------------------------|
| FO     | NEW FIBER OPTIC COMMUNICATIONS CABLE        |
| EXT    | EXISTING COMMUNICATIONS CABLE               |
| REM    | EXISTING COMMUNICATIONS CABLE TO BE REMOVED |
|        | NEW AERIAL GUY ASSEMBLY                     |
|        | NEW CONDUIT                                 |
|        | EXISTING CONDUIT                            |
| DD     | NEW DIRECTIONAL DRILLED CONDUIT             |

| NEW |                                              | EXISTING |                             |
|-----|----------------------------------------------|----------|-----------------------------|
| ○   | OVERSIZED JUNCTION BOX                       | ○        | WOOD POLE                   |
| ○   | AERIAL SPICE ENCLOSURE                       | ○        | UNDERGROUND SPICE ENCLOSURE |
| ○   | METAL POLE                                   | ○        | CCTV ASSEMBLY               |
| ○   | STANDARD GUY ASSEMBLY                        | ○        | SIDEWALK GUY ASSEMBLY       |
| ○   | CABLE STORAGE RACKS (SNOW SHOES)             | ○        | SIGNAL/EQUIPMENT CABINET    |
| ○   | SPICE CABINET                                | ○        | FLAT PANEL ANTENNA (SINGLE) |
| ○   | YAGI ANTENNA (DOUBLE) FOR REPEATER OPERATION | ○        | YAGI ANTENNA (SINGLE)       |
| ○   | OMNI ANTENNA                                 | ○        | SIGNAL POLE                 |
| ○   | SIGNAL INVENTORY NUMBER                      | ○        | SIGNAL INVENTORY NUMBER     |

| CONSTRUCTION NOTE SYMBOL KEY |                                                                     |
|------------------------------|---------------------------------------------------------------------|
| XX                           | INDICATES NUMBER OF CABLES, LOOPS, ETC.                             |
| XX                           | INDICATES NUMBER OF FIBERS PER CABLE, TWISTED PAIRS PER CABLE, ETC. |
| XX                           | INDICATES NUMBER OF RISER(S)/CONDUIT(S)                             |
| XX                           | INDICATES DIAMETER OF RISER(S)/CONDUIT(S) (INCH)                    |
| XX                           | NUMBER OF CABLE(S)                                                  |
| XX                           | NUMBER OF FIBERS/TWISTED PAIRS                                      |
| XX                           | NEW/EXISTING CABLE                                                  |
| XX                           | REMOVE/MODIFY CABLE                                                 |
| XX                           | CONDUIT/RISER                                                       |
| XX                           | DIAMETER OF RISER(S)/CONDUIT(S) (INCH)                              |

| ATTACHMENT POINT: |                                      |
|-------------------|--------------------------------------|
| XX/SS             | DISTANCE ABOVE (IN) ATTACHMENT POINT |
| YYY               | REFERENCE POINT                      |
| XX/SS             | DISTANCE BELOW (IN) ATTACHMENT POINT |

| "SS" REFERENCE LOCATION |                    |
|-------------------------|--------------------|
| FS                      | FRONT SIDE OF POLE |
| BS                      | BACK SIDE OF POLE  |

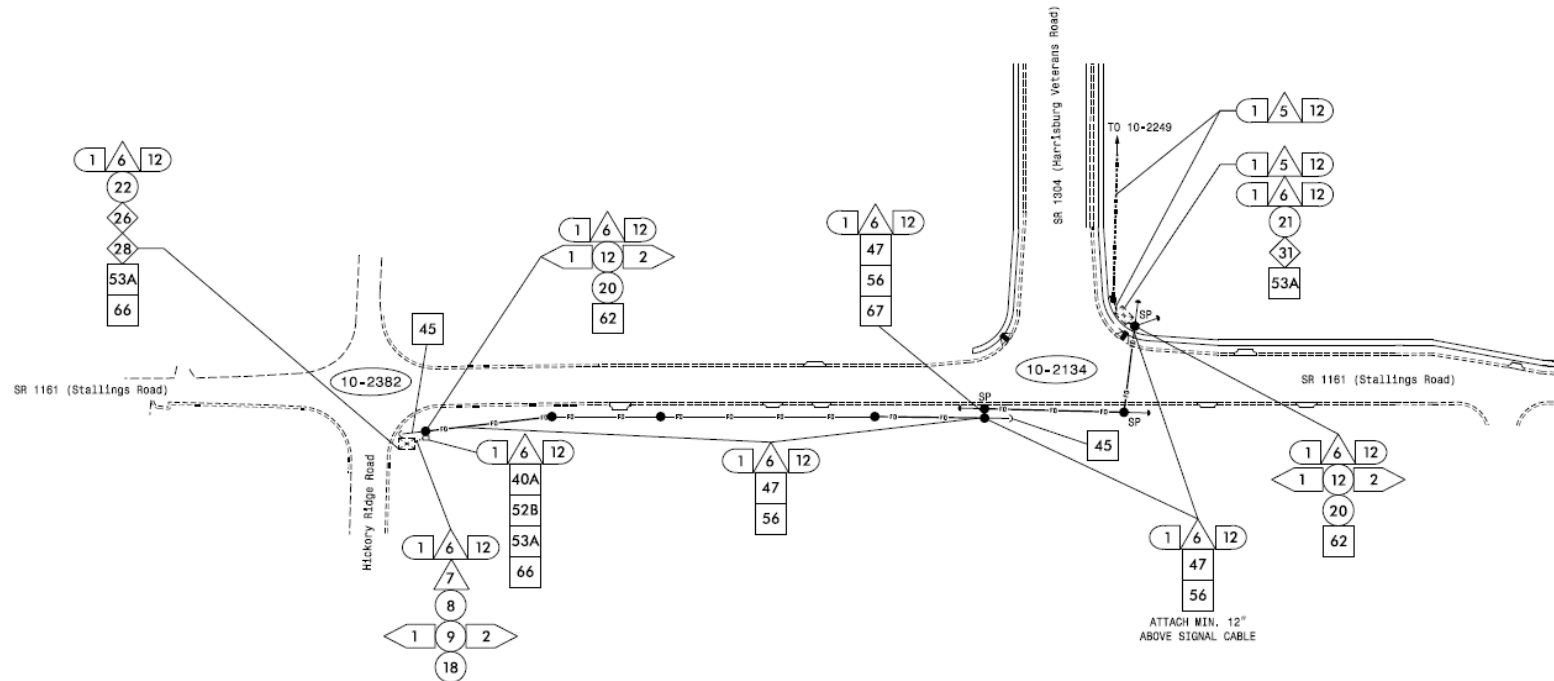
| CONSTRUCTION NOTES                         |                 |
|--------------------------------------------|-----------------|
| Division 10 - Cabarrus County - Harrisburg |                 |
| PLAN NO. 2024-4503                         | REVISION NO. 1  |
| DATE: 3/20/21                              | BY: [Signature] |
| PROJECT NO. 2024-4503                      | DATE: 3/20/21   |
| BY: [Signature]                            | DATE: 3/20/21   |

| RAHEY KEMP ASSOCIATES                             |  |
|---------------------------------------------------|--|
| 1001 S. 10th Street, Suite 100, Raleigh, NC 27603 |  |
| Phone: 919.433.4444                               |  |
| Fax: 919.433.4444                                 |  |
| Email: info@rka.com                               |  |

| DOCUMENT NOT COMPLETED |  |
|------------------------|--|
| SIGNATURES COMPLETED   |  |



NC Dept of Transportation  
Division of Highways  
Final Drawing Date: 1/20/2021  
ITS & Signals Unit

**NOTES:**

- 1) FIVE (5) DAYS PRIOR TO BEGINNING WORK ON THE SIGNAL SYSTEM, CONTACT THE DEPUTY DIVISION 10 TRAFFIC ENGINEER AT (704) 983-4400 TO ARRANGE FOR THE DIVISION TO PROGRAM THE NEW FIELD ETHERNET SWITCHES WITH THE NECESSARY NETWORK CONFIGURATION DATA, INCLUDING BUT NOT LIMITED TO: THE PROJECT IP ADDRESS, DEFAULT GATEWAY, SUBNET MASK AND VLAN ID INFORMATION. NOTIFY THE DEPUTY DIVISION 10 TRAFFIC ENGINEER AFTER ALL WORK IS PERFORMED TO ENSURE THAT ALL FIBER CIRCUITS ARE FUNCTIONING PROPERLY. WORK IS NOT COMPLETE UNTIL THE SIGNAL SYSTEM IS BACK UP AND OPERATIONAL.
- 2) CONTRACTOR TO RECORD EXISTING SPLICE ARRANGEMENT FOR COMPARISON TO THE SUPPLIED SPLICE DETAILS. IF DISCREPANCIES EXIST, CONTACT THE ENGINEER TO DETERMINE HOW TO PROCEED WITH RESPLICING. PROVIDE AS-BUILT PLANS TO THE ENGINEER IF FINAL SPLICE ARRANGEMENT DIFFERS FROM THE SUPPLIED SPLICE DETAILS.
- 3) ATTACH NEW FIBER 12" BELOW BOTTOM EXISTING FIBER, FRONT SIDE OF POLE, UNLESS OTHERWISE NOTED.

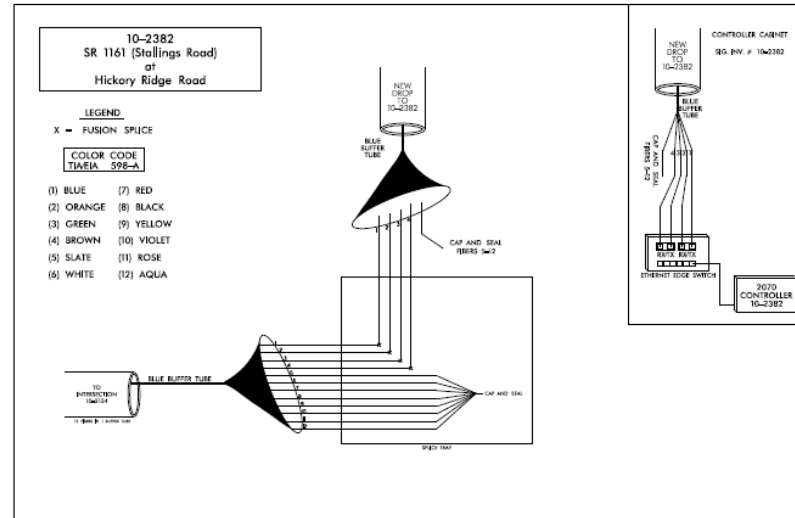
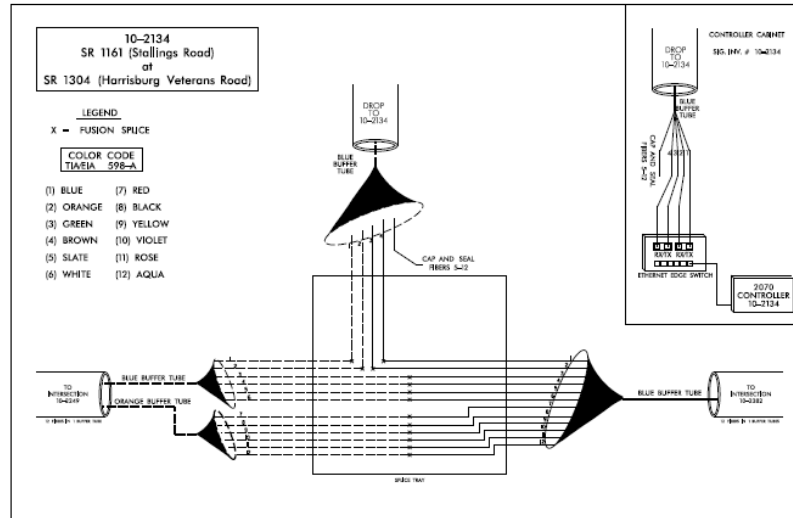
**RKA**  
RAMEY KEMP ASSOCIATES  
6710 UNIVERSITY CIRCLE, SUITE 100, RALEIGH, NC 27612  
PHONE: 919.486.4000 | WWW.RKA-NC.COM | NC LICENSE #140001



| Cable Routing Plan |                 |                   |             |
|--------------------|-----------------|-------------------|-------------|
| Division 10        | Cabarrus County | Harrisburg        |             |
| PLAN DATE:         | May 2021        | REVIEWED BY:      | WJ Hamilton |
| PREPARED BY:       | TW Spissito     | DATA PROVIDED BY: | 10/20/2021  |
| DESIGNED BY:       |                 | DATE:             |             |
| CHECKED BY:        |                 | DATE:             |             |



| PROJECT REFERENCE NO. | SHEET NO. |
|-----------------------|-----------|
| 36249.4093            | SCP-3     |



**NOTES:**

- 1) FIVE (5) DAYS PRIOR TO BEGINNING WORK ON THE SIGNAL SYSTEM, CONTACT THE DEPUTY DIVISION TRAFFIC ENGINEER AT 704-983-4400 TO ARRANGE FOR THE DIVISION TO PROGRAM THE NEW FIELD ETHERNET SWITCHES WITH THE NECESSARY NETWORK CONFIGURATION DATA, INCLUDING BUT NOT LIMITED TO: THE PROJECT IP ADDRESS, DEFAULT GATEWAY, SUBNET MASK AND VLAN ID INFORMATION, NOTIFY THE DEPUTY DIVISION TRAFFIC ENGINEER AFTER ALL WORK IS PERFORMED TO ENSURE THAT ALL FIBER CIRCUITS ARE FUNCTIONING PROPERLY, WORK IS NOT COMPLETE UNTIL THE SIGNAL SYSTEM IS BACK UP AND OPERATIONAL.
- 2) CONTRACTOR TO RECORD EXISTING SPlice ARRANGEMENT FOR COMPARISON TO THE SUPPLIED SPlice DETAILS. IF DISCREPANCIES EXIST, CONTACT THE ENGINEER TO DETERMINE HOW TO PROCEED WITH RESPLICING. PROVIDE AS-BUILT PLANS TO THE ENGINEER IF FINAL SPlice ARRANGEMENT DIFFERS FROM THE SUPPLIED SPlice DETAILS.
- 3) ETHERNET SWITCH TERMINATION CONFIGURATIONS ARE GENERIC. CONTRACTOR IS RESPONSIBLE FOR DETERMINING \ ENSURING PROPER TERMINATIONS.
- 4) INCLUDE ON THE COVER OF EACH SPlice TRAY THE FOLLOWING: REFERENCE SECTION 1731 "FIBER OPTIC SPlice ENCLOSURE"
- 1) SPlice LOCATION
- 2) DATE
- 3) COMPANY NAME
- 4) NAME OF INDIVIDUAL PERFORMING THE SPlicing

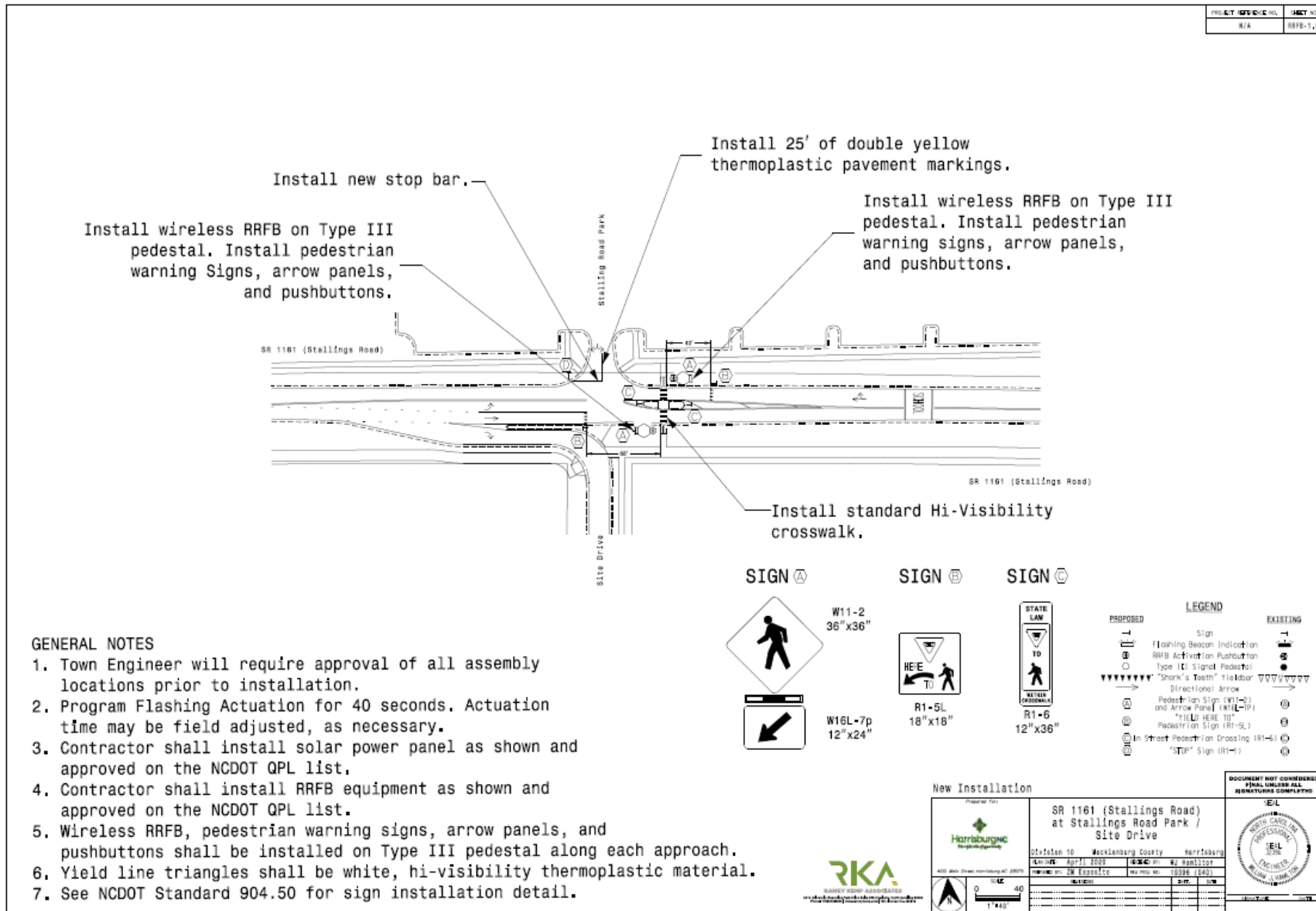
PRIOR TO INSTALLING THE COVER ON THE SPlice TRAY TAKE A DIGITAL PHOTOGRAPH SHOWING THE SPlice TRAY AND INFORMATION SHOWN ABOVE (1-4) AND SUBMIT PHOTOGRAPH ALONG WITH OTR TEST RESULTS.

NC Dept of Transportation  
Division of Highways  
Final Drawing Date: 5/20/2021  
TTS & Signals Unit

**RKA**  
RAMEY KEMP ASSOCIATES  
8710 University Executive Park Drive Suite 200 Charlotte, North Carolina 28263  
Phone (704)663-5551 | www.rameykemp.com | Fax (704)663-5490

|            |                                                                                                                                                                 |                                  |  |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--|
|            | <b>Splice Details</b>                                                                                                                                           |                                  |  |
|            | Division 10 Cabarrus County Harrisburg<br>PLAN DATE: May 2021 REVIEWED BY: A. Hamilton<br>PREPARED BY: J.W. Esposito DRAWN BY: 18396 (040)<br>DATE: 5/20/21 BY: |                                  |  |
| SCALE: N/A |                                                                                                                                                                 | SIGNATURE: _____ DATE: 5/20/2021 |  |

## EXHIBIT E - HAWK Approved Plans



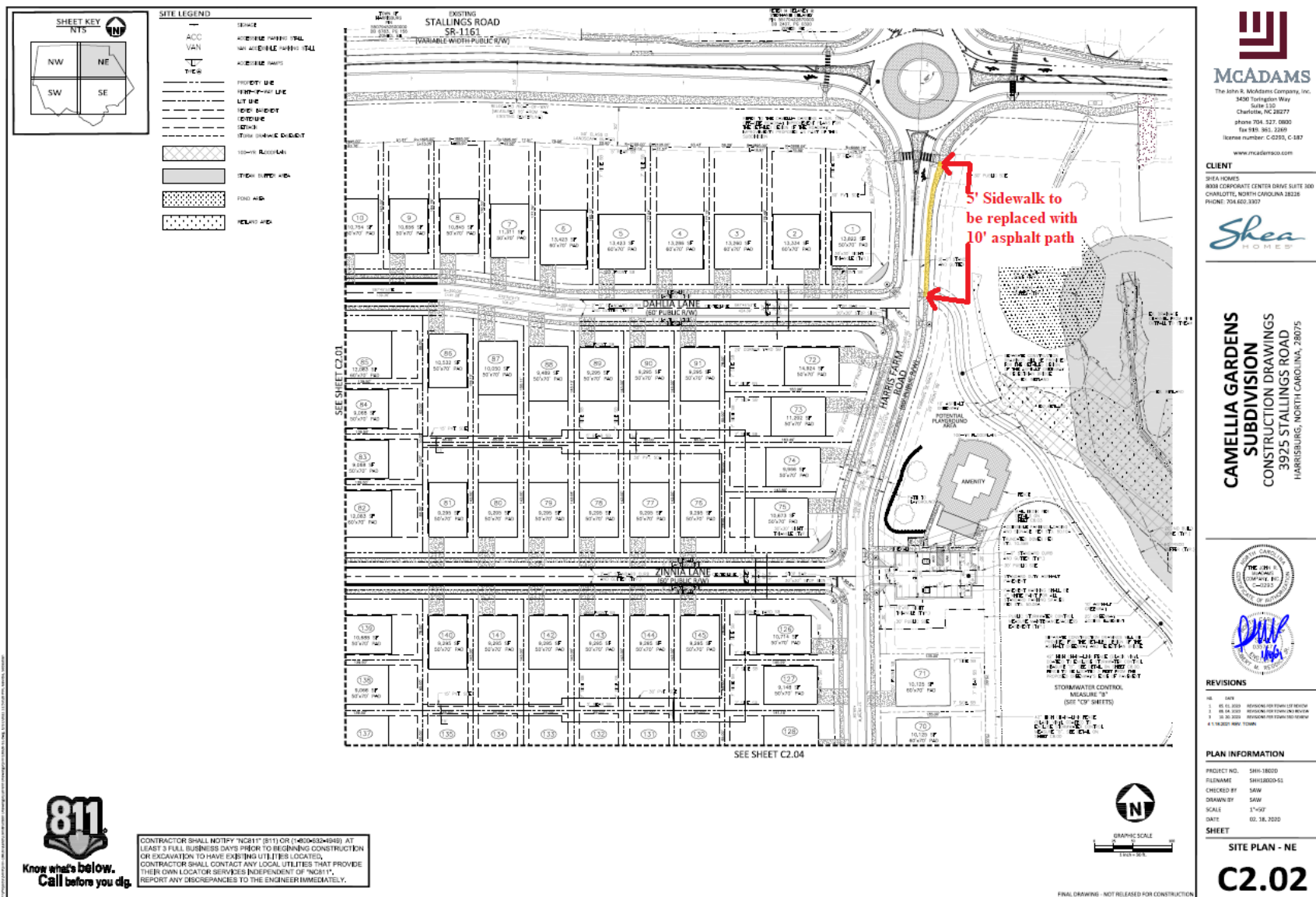
## EXHIBIT F - Development Schedule

### Timeline

|  | <b>Task</b>                                                                                                                                                                        | <b>Deadline</b>                                                                                                                                                                                                 |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Installation of a traffic signal at the intersection of Stallings Road and Hickory Ridge Road to be connected to the signal cabinet at Stallings Road and Harrisburg Veterans Road | Prior to 71 <sup>st</sup> Lot CO                                                                                                                                                                                |
|  | Town \$50,000 payment for the School Entrance Work                                                                                                                                 | Within thirty days of the Effective Date of this Agreement                                                                                                                                                      |
|  | Town payment for 50% of the Greenway Pedestrian Bridge Construction Costs, not to exceed \$135,000                                                                                 | Within thirty days following the Town's receipt of a request for payment from Developer including documentation of actual costs incurred, subject to the Town's review rights in Section 9.c of this Agreement. |
|  | Developer Payment of the \$100,000 contribution for the intersection improvements at Tom Query and Robinson Church Road                                                            | Within thirty days of the Effective Date of this Agreement                                                                                                                                                      |



### **EXHIBIT G - Sidewalk Replacement**





**PUBLIC HEARING NOTICE**

Harrisburg Town Council **\*\*Onsite/Virtual Meeting\*\***  
Monday, February 12<sup>th</sup>, 2024 @ 6:00 PM  
Harrisburg Town Hall- Council Chambers  
4100 Main Street  
Harrisburg, NC 28075

**H-2018-08-R: Camellia Gardens Development Agreement.** Consideration of adoption of a “Development Agreement” between the Town of Harrisburg and EHC Homes LLP, regarding public improvements to be made by Empire Communities, in conjunction with the development of an approved 157 lot single-family residential community to be located on property situated at Stallings Road between Harrisburg Veterans Road and Raging Ridge Road (PINs, 5507-93-6364, 5507-92-5547, 5517-03-4742, 5517-02-3525, 5517-02-4591, and 5517-03-9042).

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

**Publication Dates: Friday February 2nd, and Friday February 9th, 2024.**



February 2<sup>nd</sup>, 2024

## **Public Hearing Notice**

To Whom It May Concern:

Our records indicate that you are the owner of property within close proximity to property located on Stallings Road (Tax Parcel ID #: 55170390420000, 55170235250000, 55170347420000, 55170245910000, 55079363640000 & 55079255470000), also known as the “Camellia Gardens” subdivision (see map on reverse side). The Town Council will consider the adoption of a “Development Agreement” between the Town of Harrisburg and Empire Communities, regarding public improvements to be made by Empire, in conjunction with this development. The rezoning petition authorizing development of the new community was approved by the Town Council on August 12, 2019.

A public hearing to consider this agreement will be held on February 12<sup>th</sup>, 2024, 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.

**Please note that this public hearing is only to consider the proposed Development Agreement, not the subdivision.**

### **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](mailto:planning@harrisburgnc.org)

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

### **H-2018-08-R: Camellia Gardens Development Agreement**

**Date:** Monday, February 12<sup>th</sup>, 2024

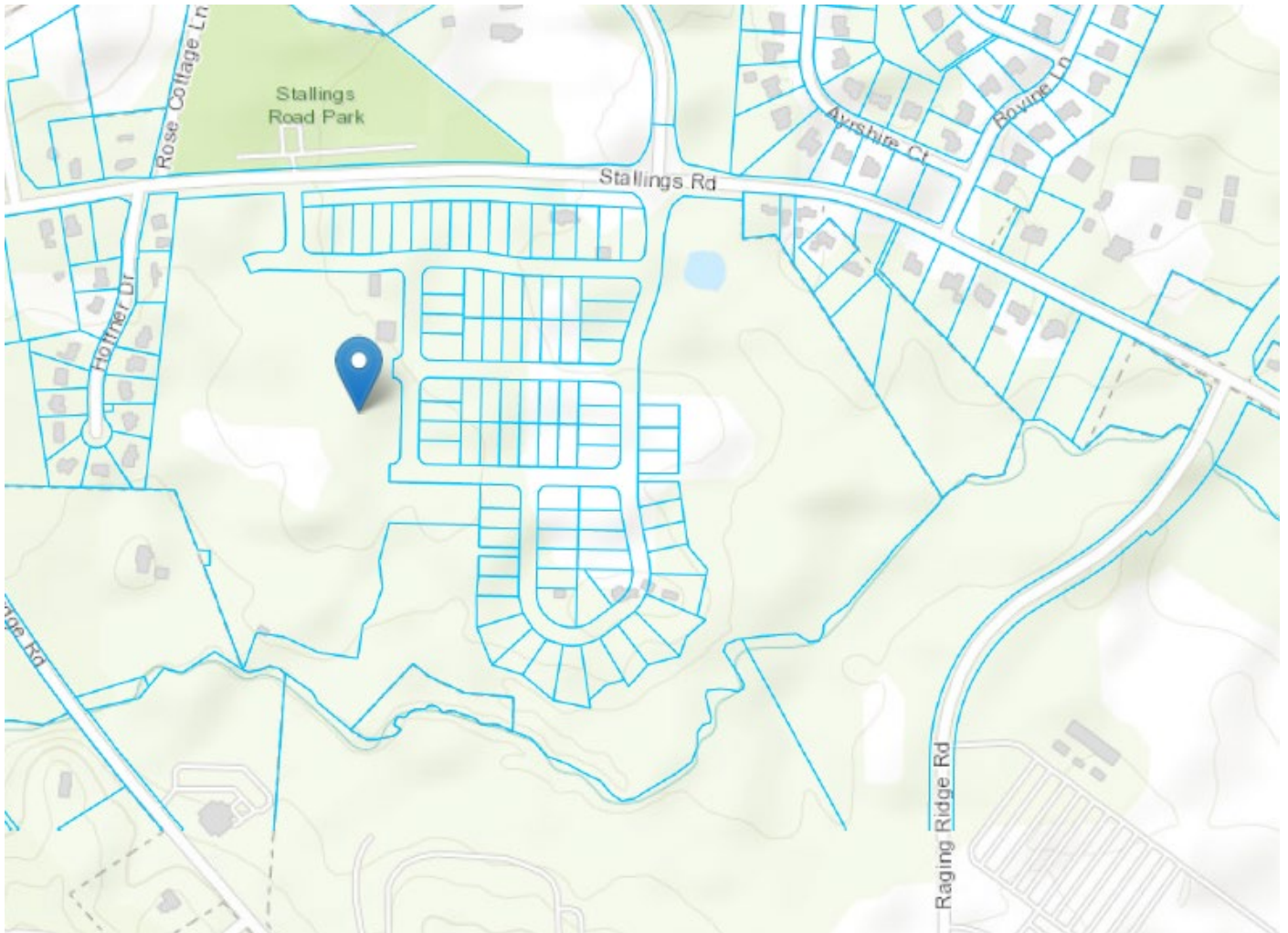
**Time:** 6:00 PM

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

Sincerely,

Zachary D. Gordon, AICP  
Planning Director  
Town of Harrisburg

## Site Location Map (Camellia Gardens)



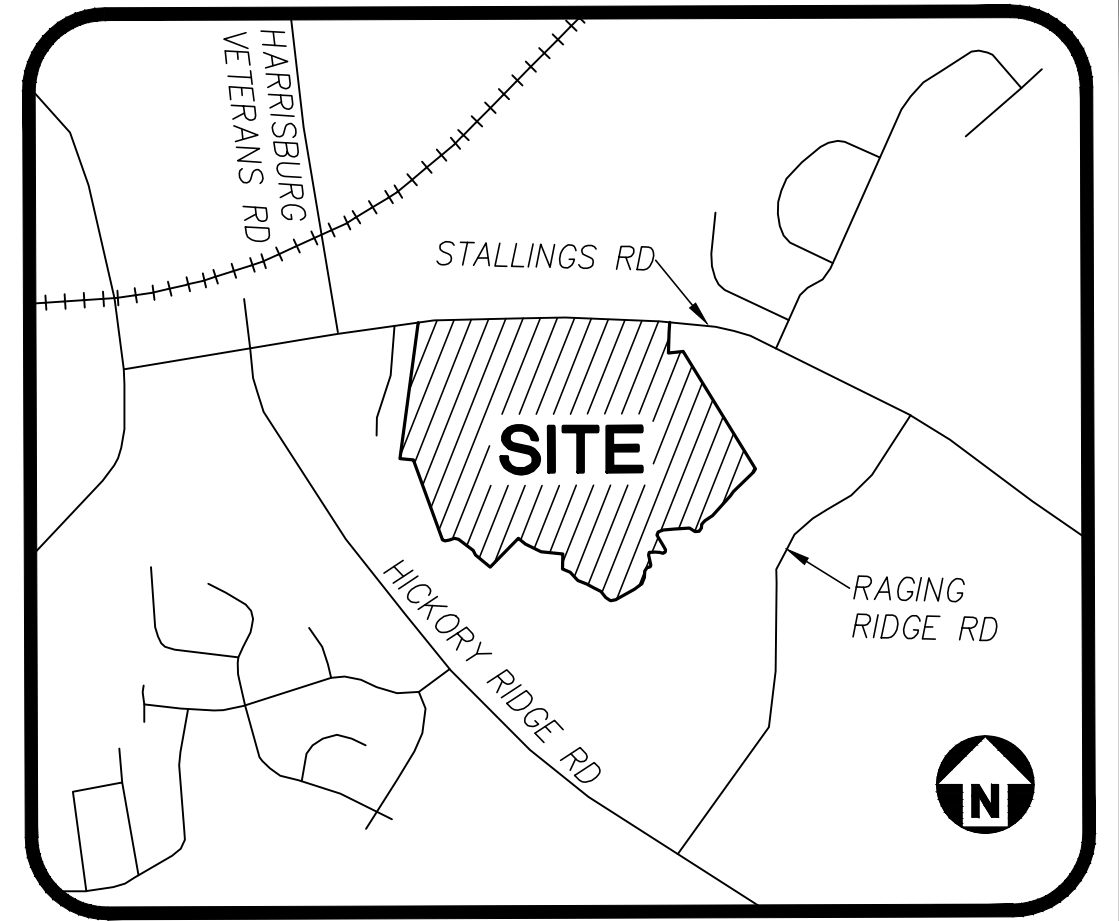
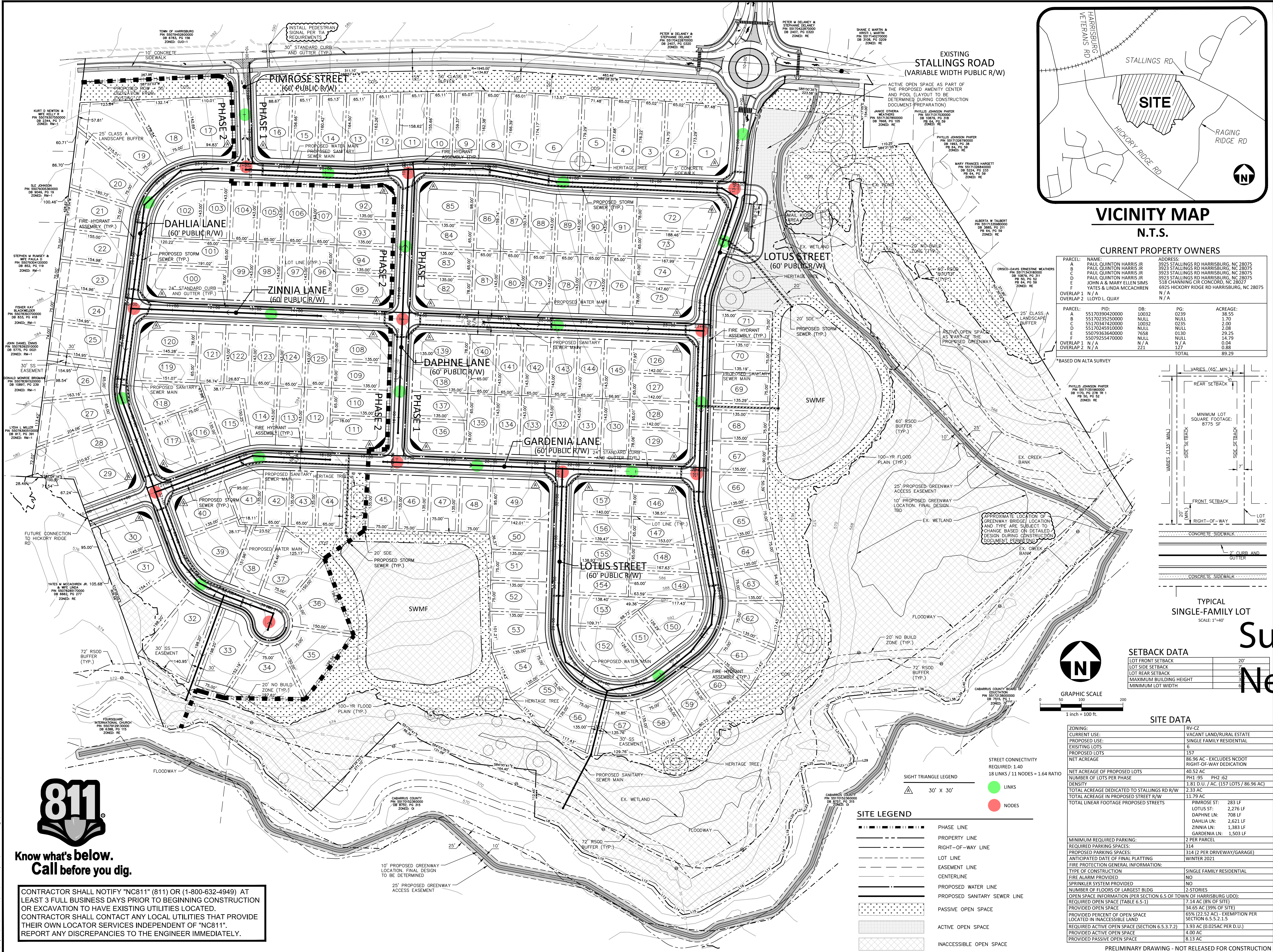


V:\Projects\SHH\SHH-18020\Land\Pre\SHH-18020-F1.dwg, 1/23/2020 2:13:33 PM, Woodard, Stuart



Know what's below.  
Call before you dig.

CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT  
LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR  
EXCAVATION TO HAVE EXISTING UTILITIES LOCATED.  
CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE  
THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811".  
REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.



### VICINITY MAP

N.T.S.

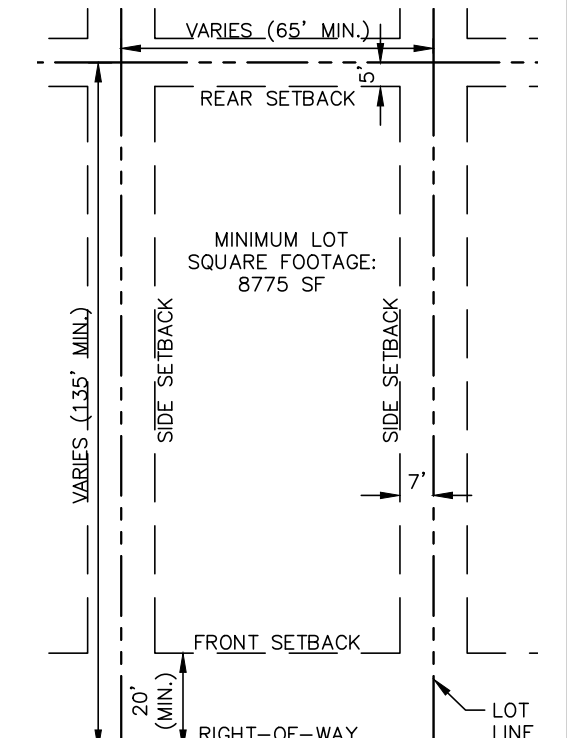
### CURRENT PROPERTY OWNERS

| PARCEL:   | NAME:                    | ADDRESS:                                   |
|-----------|--------------------------|--------------------------------------------|
| A         | PAUL QUINTON HARRIS JR   | 3925 STALLINGS RD HARRISBURG, NC 28075     |
| B         | PAUL QUINTON HARRIS JR   | 3925 STALLINGS RD HARRISBURG, NC 28075     |
| C         | PAUL QUINTON HARRIS JR   | 3925 STALLINGS RD HARRISBURG, NC 28075     |
| D         | PAUL QUINTON HARRIS JR   | 3925 STALLINGS RD HARRISBURG, NC 28075     |
| E         | JOHN A & MARY ELLEN SIMS | 518 CHANNING CIR CONCORD, NC 28027         |
| F         | YATES & LINDA MCCACHREN  | 6925 HICKORY RIDGE RD HARRISBURG, NC 28075 |
| OVERLAP 1 | N/A                      | N/A                                        |
| OVERLAP 2 | LYNN L. QUAY             | N/A                                        |

| PARCEL:   | PID:           | DB:   | PG:  | ACREAGE: |
|-----------|----------------|-------|------|----------|
| A         | 55170389420000 | 10032 | 0239 | 38.55    |
| B         | 55170235250000 | NULL  | NULL | 1.70     |
| C         | 55170347420000 | 10032 | 0235 | 2.00     |
| D         | 55170245910000 | NULL  | NULL | 2.08     |
| E         | 55079363640000 | 7658  | 0130 | 29.25    |
| F         | 55079255470000 | NULL  | NULL | 14.79    |
| OVERLAP 1 | N/A            | N/A   | N/A  | 0.04     |
| OVERLAP 2 | N/A            | 221   | 127  | 0.88     |
| TOTAL     |                |       |      | 89.29    |

\*BASED ON ALTA SURVEY



TYPICAL  
SINGLE-FAMILY LOT  
SCALE: 1"=40'



GRAPHIC SCALE  
1 inch = 100 feet

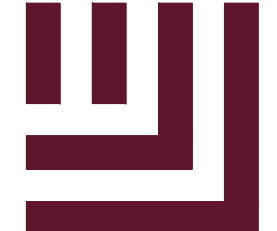
### SETBACK DATA

|                         |     |
|-------------------------|-----|
| LOT FRONT SETBACK       | 20' |
| LOT SIDE SETBACK        | 7'  |
| LOT REAR SETBACK        | 5'  |
| MAXIMUM BUILDING HEIGHT | 10' |
| MINIMUM LOT WIDTH       | 60' |

### SITE DATA

|                                                                     |                                                                                                                                      |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| ZONING:                                                             | RV-CZ                                                                                                                                |
| CURRENT USE:                                                        | VACANT LAND/RURAL ESTATE                                                                                                             |
| PROPOSED USE:                                                       | SINGLE FAMILY RESIDENTIAL                                                                                                            |
| EXISTING LOTS                                                       | 6                                                                                                                                    |
| PROPOSED LOTS                                                       | 157                                                                                                                                  |
| NET ACREAGE                                                         | 86.96 AC - EXCLUDES NCDOT<br>RIGHT-OF-WAY DEDICATION                                                                                 |
| NET ACREAGE OF PROPOSED LOTS                                        | 40.52 AC                                                                                                                             |
| NUMBER OF LOTS PER PHASE                                            | PH1: 95 PH2: 62                                                                                                                      |
| DENSITY                                                             | 1.81 D.U. / AC (157 LOTS / 86.96 AC)                                                                                                 |
| TOTAL ACREAGE DEDICATED TO STALLINGS RD R/W                         | 2.33 AC                                                                                                                              |
| TOTAL ACREAGE OF PROPOSED STREET R/W                                | 11.79 AC                                                                                                                             |
| TOTAL LINEAR FOOTAGE PROPOSED STREETS                               | PIMROSE ST: 283 LF<br>LOTUS ST: 2,276 LF<br>DAPHNE LN: 708 LF<br>DAHLIA LN: 2,621 LF<br>ZINNIA LN: 1,383 LF<br>GARDENIA LN: 1,503 LF |
| MINIMUM REQUIRED PARKING:                                           | 2 PER PARCEL                                                                                                                         |
| REQUIRED PARKING SPACES:                                            | 314                                                                                                                                  |
| PROPOSED PARKING SPACES:                                            | 314 (2 PER DRIVEWAY/GARAGE)                                                                                                          |
| ANTICIPATED DATE OF FINAL PLATTING                                  | WINTER 2021                                                                                                                          |
| FIRE PROTECTION GENERAL INFORMATION:                                |                                                                                                                                      |
| TYPE OF CONSTRUCTION                                                | SINGLE FAMILY RESIDENTIAL                                                                                                            |
| FIRE ALARM PROVIDED                                                 | NO                                                                                                                                   |
| SPRINKLER SYSTEM PROVIDED                                           | NO                                                                                                                                   |
| NUMBER OF FLOORS OF LARGEST BLDG                                    | 2 STORIES                                                                                                                            |
| OPEN SPACE INFORMATION (PER SECTION 6.5 OF TOWN OF HARRISBURG UDO): |                                                                                                                                      |
| REQUIRED OPEN SPACE (TABLE 6.5-1)                                   | 7.14 AC (8% OF SITE)                                                                                                                 |
| PROVIDED OPEN SPACE                                                 | 34.65 AC (39% OF SITE)                                                                                                               |
| PROVIDED PERCENT OF OPEN SPACE                                      | 65% (22.52 AC) - EXEMPTION PER<br>SECTION 6.5.5.2.1.5                                                                                |
| REQUIRED ACTIVE OPEN SPACE (SECTION 6.5.3.7.2)                      | 3.93 AC (0.025AC PER D.U.)                                                                                                           |
| PROVIDED ACTIVE OPEN SPACE                                          | 4.00 AC                                                                                                                              |
| PROVIDED PASSIVE OPEN SPACE                                         | 8.13 AC                                                                                                                              |

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



McADAMS

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### CLIENT

SHEA HOMES  
8008 CORPORATE CENTER DRIVE SUITE 300  
CHARLOTTE, NORTH CAROLINA 28226  
PHONE: 704. 602. 3307



CAMELLIA GARDENS  
PRELIMINARY PLAT  
3925 STALLING ROAD  
HARRISBURG, NC 28075

APPROVED

Digitally signed by Sushil Nepal  
Date: 2020.03.02 10:23:34 -05'00'

### REVISIONS

| NO. | DATE         | REVISION                         |
|-----|--------------|----------------------------------|
| 1   | 10. 02. 2019 | PRELIMINARY PLAT 1ST REVIEW      |
| 2   | 11. 14. 2019 | PRELIMINARY PLAT 2ND REVIEW      |
| 3   | 12. 04. 2019 | PRELIMINARY PLAT 3RD REVIEW      |
| 4   | 12. 10. 2019 | REVISED PHASING                  |
| 5   | 01. 23. 2020 | REVISED PER TOWN COUNCIL MEETING |

### PLAN INFORMATION

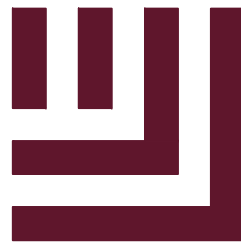
PROJECT NO. SHH-18020  
FILENAME SHH18020-F1  
CHECKED BY RMR  
DRAWN BY JDL  
SCALE 1"=100  
DATE 09. 03. 2019

### SHEET

PRELIMINARY PLAT

PL-1





McAdams

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PHONE: 704. 602. 3307



CAMELLIA GARDENS  
PRELIMINARY PLAT  
3925 STALLING ROAD  
HARRISBURG, NC 28075

REVISIONS

| NO. | DATE         |                                  |
|-----|--------------|----------------------------------|
| 1   | 10. 22. 2019 | PRELIMINARY PLAT 1ST REVIEW      |
| 2   | 11. 14. 2019 | PRELIMINARY PLAT 2ND REVIEW      |
| 3   | 12. 04. 2019 | PRELIMINARY PLAT 3RD REVIEW      |
| 4   | 12. 10. 2019 | REVISED PHASING                  |
| 5   | 01. 23. 2020 | REVISED PER TOWN COUNCIL MEETING |

PLAN INFORMATION

PROJECT NO. SHH-18020  
FILENAME SHH18020-F1  
CHECKED BY RMR  
DRAWN BY JDL  
SCALE 1"=100  
DATE 09. 03. 2019

PRELIMINARY PLAT

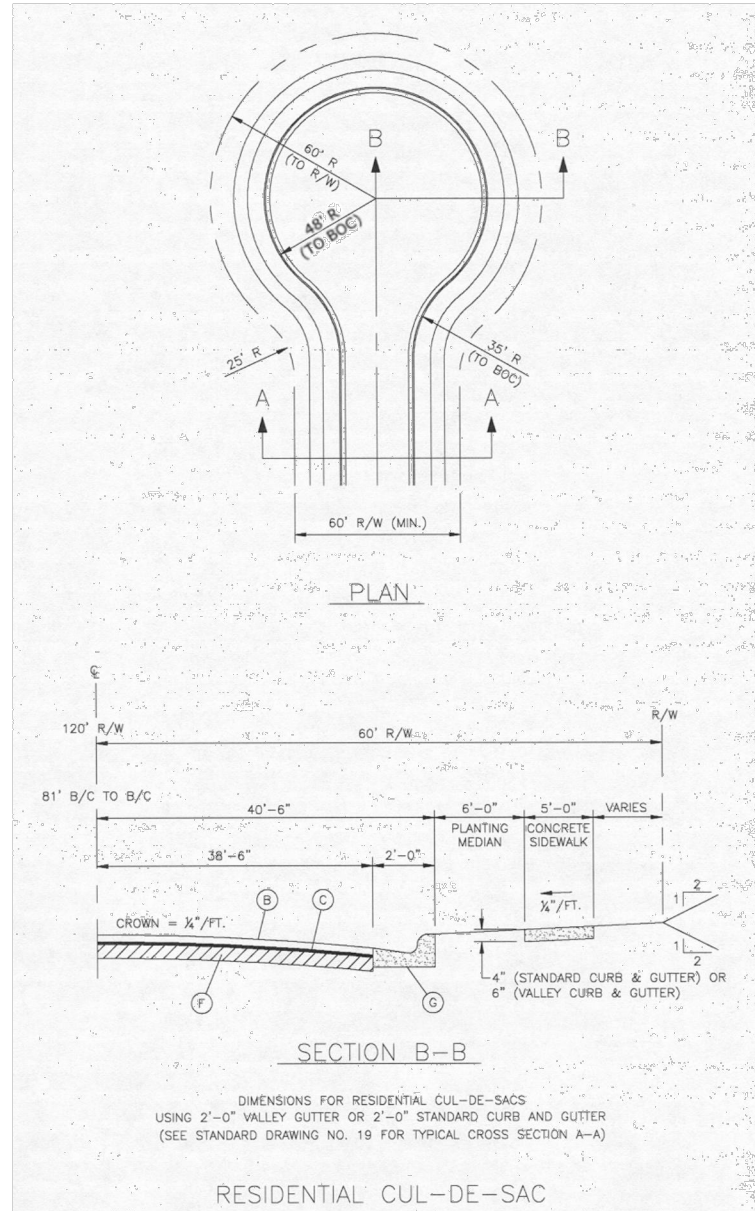
PL-2

1. GENERAL PROVISIONS:
- a. SITE LOCATION: THESE DEVELOPMENT STANDARDS FORM A PART OF THE REZONING PLAN ASSOCIATED WITH THE REZONING PETITION FILED BY SHEA HOMES ("PETITIONER") TO ACCOMMODATE THE DEVELOPMENT OF UP TO ONE HUNDRED FIFTY SEVEN (157) SINGLE-FAMILY DETACHED DWELLING UNITS AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PROPOSED DEVELOPMENT WILL BE ON AN APPROXIMATELY 85.36 ACRE SITE LOCATED ON STALLINGS ROAD (THE "SITE").
- b. ZONING DISTRICTS/ORDNANCE: DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE REZONING PLAN AS WELL AS THE APPLICABLE PROVISIONS OF THE HARRISBURG ZONING ORDINANCE (THE "ORDNANCE"). UNLESS THE REZONING PLAN ESTABLISHES MORE STRINGENT STANDARDS THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE FOR THE RV ZONING CLASSIFICATION SHALL GOVERN.
- c. GRAPHICS AND ALTERATIONS: THE SCHEMATIC DEPICTIONS LOTS, SIDEWALKS, STRUCTURES AND BUILDINGS, BUILDING ELEVATIONS, DRIVEWAYS, STREETS AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS COLLECTIVELY THE "DEVELOPMENT/SITE ELEMENTS". SET FORTH ON THE REZONING PLAN SHOULD BE REVIEWED IN CONJUNCTION WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS. THE LAYOUT, LOCATIONS, SIZES AND FORMULATIONS OF THE DEVELOPMENT/SITE ELEMENTS DEPICTED ON THE REZONING PLAN ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED. CHANGES TO THE REZONING PLAN NOT ANTICIPATED BY THE REZONING PLAN WILL BE REVIEWED AND APPROVED AS ALLOWED BY ORDINANCE.
- SINCE THE PROJECT HAS NOT UNDERGONE THE DESIGN DEVELOPMENT AND CONSTRUCTION PHASES, IT IS INTENDED THAT THIS REZONING PLAN PROVIDE FOR FLEXIBILITY IN ALLOWING SOME ALTERATIONS OR MODIFICATIONS FROM THE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS. THEREFORE, THERE MAY BE INSTANCES WHERE MINOR MODIFICATIONS WILL BE ALLOWED WITHOUT REQUIRING THE ADMINISTRATIVE AMENDMENT PROCESS PER THE ORDINANCE. THESE INSTANCES WOULD INCLUDE CHANGES TO GRAPHICS IF THEY ARE MINOR AND DON'T MATERIALLY CHANGE THE OVERALL DESIGN INTENT DEPICTED ON THE REZONING PLAN.
- THE PLANNING DIRECTOR WILL DETERMINE IF SUCH MINOR MODIFICATIONS ARE ALLOWED PER THIS AMENDED PROCESS, AND IF IT IS DETERMINED THAT THE ALTERATION DOES NOT MEET THE CRITERIA DESCRIBED ABOVE, THE PETITIONER SHALL THEN FOLLOW THE ADMINISTRATIVE AMENDMENT PROCESS OF THE ORDINANCE. IN EACH INSTANCE, HOWEVER, SUBJECT TO THE PETITIONER'S APPEAL RIGHTS SET FORTH IN THE ORDINANCE.
- d. NUMBER OF BUILDINGS PRINCIPAL AND ACCESSORY: THE TOTAL NUMBER OF PRINCIPAL BUILDINGS TO BE DEVELOPED ON THE SITE SHALL NOT EXCEED ONE HUNDRED FIFTY-SEVEN (157). ACCESSORY BUILDINGS AND STRUCTURES LOCATED ON THE SITE SHALL NOT BE CONSIDERED IN ANY LIMITATION ON THE NUMBER OF BUILDINGS ON THE SITE.
2. PERMITTED USES & DEVELOPMENT LIMITATION:
- a. THE SITE MAY BE DEVELOPED WITH UP TO ONE HUNDRED FIFTY-SEVEN (157) SINGLE-FAMILY DETACHED DWELLING UNITS.
- b. THE MINIMUM LOT SIZE SHALL BE 6,500 SQUARE FEET WITH A MINIMUM LOT WIDTH OF SIXTY-FIVE (65) FEET.
3. ACCESS AND TRANSPORTATION:
- a. ACCESS TO THE SITE WILL BE FROM STALLINGS ROAD AND A POTENTIAL FUTURE CONNECTION ALONG THE WESTERN PROPERTY LINE IN THE MANNER GENERALLY DEPICTED ON THE REZONING PLAN.
- b. THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE DEVELOPMENT AND CONSTRUCTION PLANS AND TO ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE TOWN OF HARRISBURG AND/OR NCDOT IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS.
- c. THE PETITIONER SHALL INSTALL TRANSPORTATION IMPROVEMENTS PER THE APPROVED TRAFFIC IMPACT ANALYSIS.
4. ARCHITECTURAL STANDARDS:
- a. THE BUILDING MATERIALS USED ON THE PRINCIPAL BUILDINGS CONSTRUCTED ON SITE WILL BE A COMBINATION OF PORTIONS OF THE FOLLOWING: BRICK, STONE, PRECAST STONE, PRECAST CONCRETE, SYNTHETIC STONE, CEMENTITIOUS FIBER BOARD, EIFS, STUCCO, DECORATIVE BLOCK AND/OR WOOD. VINYL OR ALUMINUM AS A BUILDING MATERIAL MAY ONLY BE USED ON WINDOWS, BOFFITS AND HANDRAILS/RAILINGS. THE PROPOSED ROOFING MATERIALS WILL BE ARCHITECTURAL SHINGLES, WOOD SHAKE, SLATE, TILE AND/OR METAL.
- b. THE MINIMUM SINGLE-FAMILY RESIDENTIAL UNIT SIZE SHALL BE 1,800 SQUARE FEET FOR A SINGLE STORY UNIT AND 2,400 SQUARE FEET FOR A 2-STORY UNIT.
- c. THE PETITIONER AGREES TO RESTRICT CLADDING MATERIALS FOR ALL BUILDINGS TO CLADDING PRODUCTS OTHER THAN VINYL SIDING.
5. STREETScape, BUFFERS, YARDS, AND LANDSCAPING:
- a. A TWENTY-FIVE (25) FOOT CLASS A BUFFER LANDSCAPE EASEMENT SHALL BE PROVIDED AS GENERALLY DEPICTED.
- b. A FIFTY-FIVE (55) FOOT RIGHT-OF-WAY FROM THE EXISTING CENTER LINE ALONG STALLINGS ROAD SHALL BE PROVIDED AS GENERALLY DEPICTED.
- c. A FIFTY (50) FOOT TYPE D BUFFER ADJACENT TO THE RIGHT-OF-WAY ALONG STALLINGS ROAD CONSISTING OF A LANDSCAPE BERM AND ASSOCIATED FEATURES SHALL BE PROVIDED AS GENERALLY DEPICTED.
- d. THE SITE SHALL MEET THE PROVISIONS OF THE ORDINANCE RELATED TO CONNECTIVITY PROVIDED.
6. ENVIRONMENTAL FEATURES AND OPEN SPACE:
- a. THE SITE SHALL COMPLY WITH STORMWATER AND WATER QUALITY REQUIREMENTS AS SET FORTH IN THE ORDINANCE.
- b. THE STORMWATER FACILITY WILL PROVIDE PEAK DISCHARGE CONTROL (DETENTION) UP TO THE TWENTY FIVE (25) YEAR STORM.
- c. THE PETITIONER SHALL INSTALL A TEN (10) FOOT WIDE GREENWAY TRAIL ON ADJACENT PARCEL. PIN 5517015236000 AND 5517215000000 PRIOR TO CONSTRUCTION OF THE GREENWAY TRAIL. THE GREENWAY TRAIL SHALL BE CONSTRUCTED ON THE SITE CONTIGUOUS UPON THE TOWN OF HARRISBURG SECURING AN EASEMENT FROM CABARRUS COUNTY TO ALLOW THE PETITIONER TO CONSTRUCT THE TRAIL.
- IN THE EVENT THAT THE EASEMENT IS NOT SECURED BY THE TOWN OF HARRISBURG WITHIN TWO YEARS OF THE DATE OF APPROVAL OF THIS REZONING, THE PETITIONER SHALL HAVE THE OPTION TO INSTEAD EXERCISE THE FEE-IN-LIEU PROVISION OF THE ORDINANCE FOR THE FUTURE CONSTRUCTION OF THE GREENWAY TRAIL TO BE COMPLETED BY THE TOWN OF HARRISBURG OR OTHERS.
- d. THE PETITIONER SHALL PROVIDE A TEN (10) FOOT WIDE PATH (SECONDARY GREENWAY) TO PROVIDE A CONNECTION ALONG THE EASTERN PROPERTY LINE FROM STALLINGS ROAD TO THE PROPOSED GREENWAY AS GENERALLY DEPICTED. THE ALIGNMENT OF THE SECONDARY GREENWAY MAY BE MODIFIED TO ALIGN WITH THE PROPOSED PEDESTRIAN BRIDGE. THE PETITIONER SHALL CONTRIBUTE FIFTY PERCENT OF THE COST OF THE BRIDGE AND CONSTRUCTION RELATED TO THE BRIDGE PROVIDED THE PETITIONER HAS FINAL APPROVAL ON THE DESIGN AND LOCATION OF THE BRIDGE.
- e. THE PETITIONER SHALL PROVIDE A TWENTY-FIVE (25) FOOT WIDE EASEMENT AS GENERALLY DEPICTED ON THE REZONING PLAN TO PROVIDE FUTURE ACCESS TO THE PROPOSED GREENWAY. CONSTRUCTION OF THE ACCESS WITHIN THE EASEMENT SHALL BE COMPLETED BY OTHERS.
- f. THE PETITIONER AGREES TO COMPLETE A LOMR-F PRIOR TO ANY FILL ACTIVITY TAKING PLACE WITHIN THE FLOODPLAIN ON THE SITE.
- g. WET DETENTION STORMWATER BMP(S) WILL BE ENCLOSED WITH BLACK VINYL COATED CHAIN-LINK FENCING. ALL STORMWATER BMP(S) WILL BE SURROUNDED BY LANDSCAPING.
7. MISCELLANEOUS PROVISIONS:
- a. PETITIONER AGREES TO OBTAIN ALL APPLICABLE LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR DEVELOPMENT BEFORE ANY DEVELOPMENT ACTIVITY OCCURS ON THE SITE.
- b. THE RENTAL OF HOMES ON THE SITE WILL BE LIMITED TO 10% OF THE TOTAL NUMBER OF HOMES.
8. AMENDMENTS TO THE REZONING PLAN:
- a. FUTURE AMENDMENTS TO THE REZONING PLAN (WHICH INCLUDES THESE DEVELOPMENT STANDARDS) MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE APPLICABLE PORTION OF THE SITE AFFECTED BY SUCH AMENDMENT IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE.
9. BINDING EFFECT OF THE REZONING APPLICATION:
- a. IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT OF THE SITE IMPOSED UNDER THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INSURE TO THE BENEFIT OF THE PETITIONER AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS.

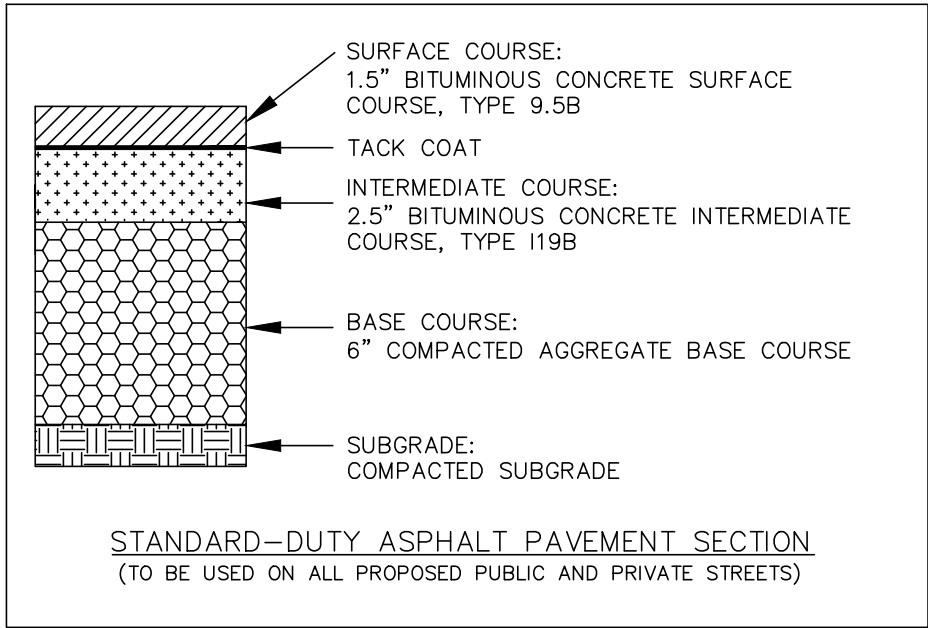
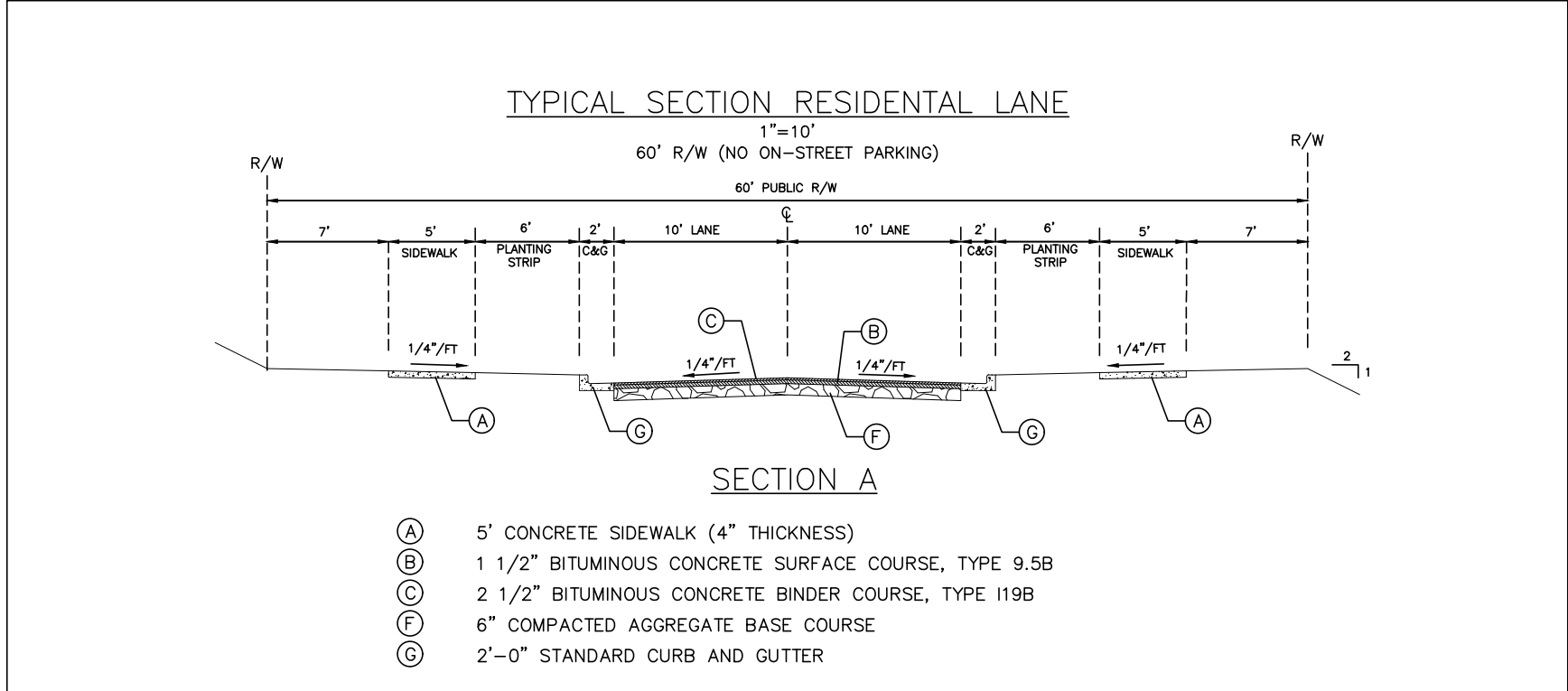
TOWN OF HARRISBURG UNITED DEVELOPMENT ORDINANCE

Appendix C

Drawing No. 4:



C-23



| Line Table |         |                 | Line Table |        |                 | Line Table |        |                 |
|------------|---------|-----------------|------------|--------|-----------------|------------|--------|-----------------|
| LINE #     | LENGTH  | DIRECTION       | LINE #     | LENGTH | DIRECTION       | LINE #     | LENGTH | DIRECTION       |
| L1         | 18.670  | S89° 43' 41.74" | L21        | 24.238 | N77° 20' 32.12" | L41        | 34.949 | N42° 01' 01.24" |
| L2         | 35.849  | N81° 22' 36.95" | L22        | 14.990 | N21° 21' 02.33" | L42        | 69.987 | N50° 03' 28.99" |
| L3         | 36.728  | N85° 55' 44.13" | L23        | 78.071 | N12° 31' 37.70" | L43        | 59.660 | N41° 09' 24.04" |
| L4         | 31.163  | S75° 58' 52.13" | L24        | 18.300 | N15° 51' 52.10" | L44        | 75.502 | N42° 28' 48.19" |
| L5         | 138.019 | S35° 36' 31.73" | L25        | 43.515 | N84° 10' 51.35" | L45        | 61.511 | N42° 17' 18.03" |
| L6         | 37.837  | S28° 47' 48.20" | L26        | 34.875 | S83° 15' 30.73" | L46        | 40.380 | N36° 37' 08.01" |
| L7         | 142.482 | S48° 58' 22.85" | L27        | 24.987 | S76° 17' 15.30" | L47        | 58.819 | N45° 09' 52.38" |
| L8         | 82.437  | S88° 15' 41.74" | L28        | 18.188 | N82° 31' 49.12" | L48        | 78.989 | N47° 49' 36.38" |
| L9         | 84.449  | S42° 08' 10.46" | L29        | 18.313 | N10° 33' 08.85" | L49        | 71.230 | N44° 40' 04.09" |
| L10        | 71.835  | S88° 28' 07.80" | L30        | 30.705 | N27° 02' 04.45" | L50        | 32.277 | N34° 11' 18.27" |
| L11        | 80.786  | S87° 16' 02.51" | L31        | 98.518 | N31° 33' 55.85" |            |        |                 |
| L12        | 59.349  | S84° 25' 38.37" | L32        | 24.332 | N22° 02' 48.78" |            |        |                 |
| L13        | 57.701  | S38° 28' 02.11" | L33        | 42.335 | N89° 08' 22.69" |            |        |                 |
| L14        | 41.503  | S85° 02' 23.52" | L34        | 83.941 | N84° 18' 31.61" |            |        |                 |
| L15        | 41.168  | N85° 21' 48.52" | L35        | 88.140 | N88° 17' 08.05" |            |        |                 |
| L16        | 180.061 | N85° 25' 18.11" | L36        | 44.984 | N88° 03' 41.90" |            |        |                 |
| L17        | 68.878  | N54° 48' 33.14" | L37        | 48.109 | S56° 37' 08.65" |            |        |                 |
| L18        | 53.249  | N21° 52' 51.72" | L38        | 31.378 | N84° 28' 56.83" |            |        |                 |
| L19        | 46.780  | N0° 38' 21.45"  | L39        | 28.278 | N33° 08' 05.81" |            |        |                 |
| L20        | 30.386  | N35° 00' 40.30" | L40        | 29.009 | N5° 44' 58.41"  |            |        |                 |

GENERAL NOTES

1. DEVELOPMENT SHALL BE SERVED BY A PUBLIC WATER SYSTEM AND A PUBLIC SEWER SYSTEM.
2. GARAGE AND DRIVEWAY WILL ACCOMMODATE THE REQUIRED 2 PARKING SPACES PER LOT.
3. SIDEWALK WILL BE INSTALLED ON BOTH SIDES OF THE PROPOSED RESIDENTIAL STREETS.
4. IN THE EVENT ON-SITE WASTEWATER SYSTEM ASSOCIATED WITH ABANDONED HOMESTEADS ARE LOCATED, THEY WILL BE DE-COMMISSIONED ACCORDING TO PROCEDURES RECOMMENDED BY CABARRUS HEALTH ALLIANCE.
5. IF ILLEGAL SOLID WASTE IS FOUND ON SITE, IT WILL BE RECYCLED OR DISPOSED OF IN AN APPROVED LANDFILL.
6. ALL UTILITY LINES SHALL BE LOCATED UNDERGROUND.

NOTES

AS A PRELIMINARY PLAT, THIS PROJECT IS SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

1. APPLICANT AGREES TO OBTAIN ANY AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR DEVELOPMENT BEFORE ANY DEVELOPMENT ACTIVITY CAN TAKE PLACE. (PLANNING)
2. ALL RESIDENTIAL STRUCTURES IN THIS DEVELOPMENT WILL BE REQUIRED TO MEET THE REQUIREMENTS OF APPENDIX F OF THE UNIFIED DEVELOPMENT ORDINANCE. (PLANNING)
3. APPLICANT AGREES TO CONSTRUCT THE 10FT ASPHALT GREENWAY ALONG THE EAST OF THE SITE (WITHIN THE 72' RSD BUFFER).

FEMA MAP

CABARRUS COUNTY, NORTH CAROLINA

AND INCORPORATED AREAS

MAP NUMBER: 3710550700K & 3710551700K

EFFECTIVE DATE: NOVEMBER 16, 2018

RIVERSTREAM OVERLAY DISTRICT (RSD) CALCULATION NOTES

CLASS 1 STREAM BUFFER SHALL BE MEASURED FROM THE AVERAGE ANNUAL STREAM BANK PERPENDICULARLY FOR A DISTANCE OF 50 FEET PLUS (4) TIMES THE AVERAGE PERCENT OF SLOPE OF AREA ADJACENT TO THE STREAM. SLOPE CALCULATED BY MEASURING A DISTANCE OF 250 FEET FROM THE CENTERLINE OF THE STREAM. MAXIMUM DISTANCE SHALL NOT EXCEED 120 FEET FROM THE EDGE OF THE STREAM.

CLASS 1 STREAM (RUNNING ALONG SOUTH PROPERTY LINE):  
MAX AVERAGE EXISTING SLOP FOR 250' DISTANCE FROM CREEK = 5.5%  
RSD = 50 + (4 \* 5.5)  
RSD = 72'

CLASS 2 STREAM BUFFER SHALL BE MEASURED FROM THE AVERAGE ANNUAL STREAM BANK PERPENDICULARLY FOR A DISTANCE OF 35 FEET PLUS (4) TIMES THE AVERAGE PERCENT OF SLOPE OF AREA ADJACENT TO THE STREAM. SLOPE CALCULATED BY MEASURING A DISTANCE OF 250 FEET FROM THE CENTERLINE OF THE STREAM. MAXIMUM DISTANCE SHALL NOT EXCEED 75 FEET FROM THE EDGE OF THE STREAM.

CLASS 2 STREAM (RUNNING ALONG EAST PROPERTY LINE):  
MAX AVERAGE EXISTING SLOP FOR 250' DISTANCE FROM CREEK = 6.25%  
RSD = 35 + (4 \* 6.25)  
RSD = 60'

OFF-SITE ROADWAY IMPROVEMENTS

Phase I - Road and/or signal improvement details per approved TIA.

1. Installation of a proposed round-a-bout at the intersection of Stallings Road and Lotus Street/opposite entrance to elementary school prior to Phase I Final Plat.
2. Installation of drop right entrance at Primrose Street and widening of Stallings Road with Curb and gutter prior to Phase I Final Plat.

Phase II - Road and/or signal improvement details per approved TIA.

1. Installation of greenway trail, pedestrian crossing signal, and pavement markings at the intersection of Stallings Road and Primrose Street prior to Phase II Final Plat.
2. Installation of existing traffic signal and intersection improvements at the intersection of Stallings and Harrisburg Veterans Roads prior to Phase II Final Plat.
3. Installation of traffic signal at the intersection of Stallings and Hickory Ridge Roads prior to Phase II Final Plat.
4. Contribution of 25% of planned improvement costs (not to exceed \$100,000) to existing intersection and traffic signal at the intersection of Robinson Church and Tom Query Roads due at commencement of construction of said improvements or deposited with the Town at final project acceptance whichever occurs first.



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CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.

EXISTING UTILITIES AND UNDERGROUND STRUCTURES ARE BASED ON SURVEY WITH BEST AVAILABLE RECORD DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT CITY OF CHARLOTTE LAND DEVELOPMENT STANDARDS MANUAL

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION





Town of Harrisburg  
Planning and Economic Development Department

---

**DATE:** December 17, 2019

**SUBJECT:** H2019-03-(S) **Camellia Gardens**, Preliminary Plat

**Owner/ Developer:** Mike Shea with Shea Homes

**Location:** The subject property is located on Stallings Road across from Stallings Road Park and Harrisburg Elementary School. PINs 55170390420000, 55170235250000, 55170347420000, 55170245910000, 55079363640000, and 55079255470000.

**BACKGROUND:**

**Area:** Approximately 89.29 acres

**Zoning:** CZ-RV Conditional Residential Village (Case # H2018-08-R)

**Staff Report prepared by:** Matt Ward, Planning and Economic Development Department

**GENERAL DISCUSSION:**

- The entire 89.96 acres was recently rezoned on August 12, 2019 to C-RV, Conditional Residential Village, in order to assemble several parcels and build 157 single family homes.
- The applicant is seeking preliminary plat approval of Camellia Gardens consistent with the underlying CZ-RV zoning, including the approved conditional rezoning site plan.
- 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.

**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 Plan, the subject property is in an area designated as Medium Density Residential. Based on the description of the Medium Density Residential land use classification, the proposed development, at 1.81 dwelling units per acre, would fall below the threshold of 3 to 4 dwelling units per acre that has been set for this area.

With regard to the overall goals of the plan, recommendation LU-5 states that the Town should "Expand Housing Options" to appeal to a broad range of audiences.

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" districts to use when making zoning decisions based on the Future Land Use Map. The map, as previously stated, designates this area as Medium Density Residential. The table indicates that the RV district is appropriate for this land use classification

- 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.**

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.

- 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 single-family community consistent with the existing single-family neighborhoods nearby. No uses or designs proposed in this development would detrimentally impact the ability of the surrounding property to be used in a safe or viable manner.

- 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 AE, 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. Any fill within a floodplain area to prepare it for development will be required to be coordinated with FEMA and the town's flood damage prevention regulations.

- 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 Camellia Gardens. This name has been approved for use by the Cabarrus County E-911 Coordinator. All street names have been reviewed and approved by 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 numbers provided is for the Camellia Gardens.

##### Proposed Student Generation:

|            |   |    |
|------------|---|----|
| Elementary | - | 60 |
| Middle     | - | 30 |
| High       | - | 40 |

##### Current Capacity:

|                         |   |         |
|-------------------------|---|---------|
| Elementary (Harrisburg) | - | 110.34% |
| Middle (Hickory Ridge)  | - | 112.06% |
| High (Hickory Ridge)    | - | 102.47% |

##### Future Capacity (based on unbuilt lots and including this request):

|                         |   |         |
|-------------------------|---|---------|
| Elementary (Harrisburg) | - | 145.60% |
| Middle (Hickory Ridge)  | - | 142.31% |
| High (Hickory Ridge)    | - | 130.20% |

#### **NCDOT**

NCDOT was not required to review the preliminary plat for this development.

#### **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 the Planning Board recommend approval of the preliminary plat for the Harmony Acres Subdivision, staff requests that the following conditions become part of the approval, which are inclusive of the conditions agreed to as part of the approval of the conditional zoning map amendment for the project (H2018-08-R):

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to restrict cladding materials for all buildings to cladding products other than vinyl siding.
3. Applicant agrees to dedicate land for Public Open Space as required in the UDO.



4. Applicant agrees to construct a ten (10) foot wide greenway trail connection and dedicate a twenty-five (25) foot wide easement to provide access to the greenway connection from Stallings Road to Back Creek Greenway. The installation of the greenway connection shall be completed prior to the issuance of Phase I Plat. The applicant will also fund 50% of the cost to build a pedestrian bridge across Back Creek to connect the greenways. ~~In the event that the easement is not secured by the Town of Harrisburg within two (2) years of the date of approval of this rezoning, the applicant shall have the option to instead exercise the fee in lieu provision of the UDO, which is calculated to be \$165,000~~
5. Applicant agrees to install all required improvements as identified in the Traffic Impact Analysis.
6. Applicant agrees to provide easement to allow the Town to decommission existing pump station on Hoffner Rd and connect onto the projects sewer system.
7. Applicant agrees to complete a LOMR-F prior to any fill activity taking place within the floodplain.

**RECOMMENDATION:**

The preliminary plat is consistent with the Harrisburg Area Land Use Plan and the existing CZ-RV zoning designation and approved Conditional Rezoning Site Plan. Therefore, the Planning and Zoning Department recommends approval of this preliminary plat application for Camellia Gardens.







August 19, 2019

Mike Shea  
Shea Homes  
[Via email]

Mr. Shea,

This letter is to inform you that the rezoning request H2018-08-(R) was **approved** by the Town Council on Monday, August 12<sup>th</sup>, 2019 meeting.

This property is located at parcel PIN# 55170390420000, 55170235250000, 55170347420000, 55170245910000, 55079363640000 & 55079255470000, located on Stallings Road across from Stallings Road Park and Harrisburg Elementary School. The rezoning request H2018-08-(R) was to rezone approximately 85.35 acres from RE, Rural Estate to RV-CZ, Conditional Residential Village.

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 cladding materials for all buildings to classing products other than vinyl siding.
3. Applicant agrees to dedicate land for Public Open Space as required in the UDO.
4. Applicant agrees to construct a ten (10) foot wide greenway trail connection and dedicate a twenty-five (25) foot wide easement to provide access to the greenway connection from Stallings Road to Back Creek Greenway. The installation of the greenway connection shall be completed prior to the issuance of a certificate of occupancy for the first 71 homes to be constructed on the site. The applicant will also fund 50% of the cost to build a pedestrian bridge across Back Creek to connect the greenways. In the event that the easement is not secured by the Town of Harrisburg within two (2) years of the date of approval of this rezoning, the applicant shall have the option to instead exercise the fee-in-lieu provision of the UDO, which is calculated to be \$165,000
5. Applicant agrees to install all required improvements as identified in the Traffic Impact Analysis.
6. Applicant agrees to provide easement to allow the Town to decommission existing pump station on Hoffner Rd and connect onto the projects sewer system.
7. Applicant agrees to complete a LOMR-F prior to any fill activity taking place within the floodplain.

Please be advised that as part of the rezoning approval, Town Council directed staff to work with applicant and NCDOT to modify the intersection at Stallings Park and Stallings Road to allow for left turns out of the park. Town staff will discuss possible options with NCDOT and present potential change to the applicant. Applicant will need to show modified intersection as part of the Preliminary Plat approval process.



You may continue with Site Plan review for approval through the Town of Harrisburg Planning and Zoning Department, the next step is to submit Preliminary Plat for review that meets the above conditions.

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

Sincerely,

*Sushil Nepal*

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





Town of Harrisburg  
Planning and Zoning Department

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**DATE:** July 6, 2019

**SUBJECT:**

Request H-2018-08-(R): To rezone approximately 85.35 acres from RE, Rural Estate to RV-CZ, Conditional Residential Village

Location: The subject property is located on Stallings Road across from Stallings Road Park and Harrisburg Elementary School. PINs 55170390420000, 55170235250000, 55170347420000, 55170245910000, 55079363640000, and 55079255470000.

Applicant: Mike Shea on behalf of Shea Homes

Staff Report Prepared by: Sushil Nepal, AICP, Planning & Economic Development Director

Neighborhood Meeting: Held December 13<sup>th</sup>, 2018

**BACKGROUND:**

Area: ±85.35 acres Total

Existing Land Use: Vacant/Single-Family Residential

Zoning within 500 ft:

- North – RE, Residential Estate  
CU-OI, Conditional Office-Institutional  
PID, Public Interest District  
RL, Residential Low Density
- South – O-I, Office-Institutional  
FDPO, Floodplain Overlay District
- East – O-I, Office-Institutional  
RL, Rural Low Density
- West – RM-1, Residential Medium Density  
RE, Rural Estate

Land Uses within 500 ft:     North – Institutional, Single-Family Residential  
                                          South – Institutional  
                                          East – Vacant and Single-Family Residential  
                                          West – Single-Family Residential

#### APPLICATION SUMMARY:

- The applicant proposes to develop 157 single-family homes. To achieve this, the applicant is requesting that the property be rezoned from the current RE district to Conditional RV in accordance with the site plan submitted with the application.
- The proposed density of the site is 1.84 dwelling units per acre. The RV district has a maximum density of 8 dwelling units per acre.
- Per the Town subdivision regulations, the applicant is providing dedicated public open space. Shea Homes shall install a ten (10) foot wide greenway trail connection and dedicate a twenty-five (25) foot wide easement to provide access to the greenway connection from Stallings Road to the future Back Creek Greenway. The installation of the greenway connection shall be completed prior to the issuance of a certificate of occupancy for the first 71 homes to be constructed on the site. Shea Homes will also fund 50% of the cost to build a pedestrian bridge across Back Creek to connect the greenways.
- In the event that the easement is not secured by the Town of Harrisburg within two (2) years of the date of approval of this rezoning, Shea Homes shall have the option to instead exercise the fee-in-lieu provision of the UDO, which is calculated to be \$165,000.
- As a conditional zoning request, the applicant has submitted a site plan along with the request for rezoning, which is attached for your consideration.

#### APPROVAL CRITERIA:

**1. The size of the tract in question;**

The subject property is approximately 85.35 acres in size.

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

Per the Unified Development Ordinance, the intent of the proposed district depicted on the submitted site plan is as follows:

***RV:** The RV district is established to provide areas for detached and attached single family homes, with a maximum of eight (8) dwelling units per acre, in areas where large-lot development is discouraged and adequate public facilities and services are available. RV supports the principles of concentrating urban growth and reinforcing existing community centers.*



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

*“This area is comprised of predominantly single-family detached homes but may include attached single family units, such as townhomes and duplexes. The mix of housing types intends to create neighborhoods with a density range of 3 to 4 dwelling units per acre. Improved open spaces are interspersed and the streetscape is more formal.”*

Based on the description of the Medium Density Residential land use classification, the proposed development, at 1.84 dwelling units per acre, would fall below the threshold of 3 to 4 dwelling units per acre that has been set for this area.

With regard to the overall goals of the plan, recommendation LU-5 states that the Town should “Expand Housing Options” to appeal to a broad range of audiences.

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” districts to use when making zoning decisions based on the Future Land Use Map. The map, as previously stated, designates this area as Medium Density Residential. The table indicates that the RV district is appropriate for this land use classification.

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

The benefits to the owner of the property would be that single-family residential development at the proposed density of 1.84 dwelling units per acre could be achieved under the proposed zoning. The existing zoning restricts density to 1 dwelling unit per acre.

Detriments to the neighbors and surrounding community are consistent with those expected with additional residential development, such as traffic congestion and additional student generation. To help mitigate traffic congestion, the developer has undergone a Traffic Impact Analysis (TIA) and will be required to implement the suggested roadway improvements provided by the TIA report.

Benefits to the neighbors and surrounding community include the dedication and construction of a public greenway access to future Back Creek Greenway.

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

**a. Utilities:**

Utilities are available in this area, and are sufficient to meet the needs of this property. Water and sewer access are located along Stallings Road. Any utility

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

**b. Transportation:**

A Traffic Impact Analysis (TIA) was required for a development of this site, a TIA has been completed and the applicant has agreed to all improvements recommended in the TIA.

**c. Safety and Sanitation Services:**

Adequate police, fire, and sanitation services are available for this use.

**d. Schools:**

Per Cabarrus County, the APF Ordinance for schools is currently not being enforced after a ruling by the NC Supreme Court. However, Cabarrus County Schools does still review the capacity of the K-12 schools that this development will feed into, and provides future capacity numbers based on the units proposed. For this site, Cabarrus County has provided the following information:

Proposed Student Generation:

|            |   |    |
|------------|---|----|
| Elementary | - | 60 |
| Middle     | - | 30 |
| High       | - | 40 |

Current Capacity:

|                         |   |         |
|-------------------------|---|---------|
| Elementary (Harrisburg) | - | 110.34% |
| Middle (Hickory Ridge)  | - | 112.06% |
| High (Hickory Ridge)    | - | 102.47% |

Future Capacity (based on unbuilt lots and including this request):

|                         |   |         |
|-------------------------|---|---------|
| Elementary (Harrisburg) | - | 145.60% |
| Middle (Hickory Ridge)  | - | 142.31% |
| High (Hickory Ridge)    | - | 130.20% |

With regard to future capacity, Cabarrus County Schools offered the following statement:

*“The Cabarrus County Board of Education has addressed the elementary capacity issue by purchasing land and constructing a new school on Hickory Ridge Road projected to open in the fall of 2020. It is anticipated that the new attendance area for the Hickory Ridge Elementary School will address the current capacity issue at Harrisburg, Patriots, Rocky River, and Pitts School Road elementary schools. The high school capacity issue is being addressed with the construction of the new high school on Weddington Road projected to open in*

*the fall of 2020. The attendance area for the West Cabarrus High School has not been determined but is expected to involve multiple high schools to address the over-capacity issue. The middle school growth issue is addressed in the CCS 10-Year Plan. This would require purchasing land and the construction of a new school projected to open in 2023. The land purchase and construction funding for the middle school has not been approved.”*

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

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

The net density of the proposed development (1.84 dwelling units per acre) is similar to the observed density of surrounding developed neighborhoods. Although the overall density is similar, the lot sizes permitted in the proposed RV district are all smaller than what is observed in neighboring developments, where the proposed lots are typically around 0.20-0.23 acres in size and the neighbors are 0.35-1.0 acres in size. With regard to specific uses, the single-family homes proposed for this development would not be incompatible with surrounding land uses.

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

The most recent change in this area is the recent rezoning approval for Stallings Road Subdivision H2018-06-(R), which was approved by Town Council on October 8<sup>th</sup>, 2018.

The Stallings Road corridor, and the southern part of Harrisburg, in general, is a fast-growing area that is undergoing constant and rapid change. Per the intent of the Land Use Plan, this area is designated to continue growing with residential development expected at 3 to 4 dwelling units per acre. Like all other development activity in this area, the development of this land would convert farm and forestland into residential neighborhoods.

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

The areas around this property are generally zoned for low to medium density residential use, while the school complexes and public park to the north and south of Stallings Road are zoned for conditional office-institutional and public interest use. Existing land use patterns in the area typically consist of low density

residential neighborhoods and agricultural land, with the schools being the major exception to this.

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

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

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

As previously mentioned, the specific use of the property, single family residential, is consistent with surrounding neighborhoods. The primary point of potential inconsistency would be the introduction of smaller lots into this area.

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

This property has been used for residential and agricultural purposes.

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

Land supply is not a direct issue in this area.

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

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

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

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

The rezoning application to RV district to the property, with the proposed density limitation, is consistent with the density and lot size standards established for the base RV Zoning District and Medium Density Residential land use classification.

The proposal would restrict permitted uses to single family residences, which are appropriate in this area.

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

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

- Single-Family Detached Residential, this use is allowed in the RV District.

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

From a design perspective, mitigating traffic concerns on Stallings Road near the intersection of Veterans Road and the entrance to Harrisburg Elementary School, particularly at peak morning and afternoon drive times, is perhaps the most difficult issue to overcome. Given the number of lots in the proposed development, a second access point is required, per the NC Fire Code, for emergency access. One access is to be right-in-right-out and the other is to be full movement. The subdivision entrances would align with the entrance to Stallings Road Park and Harrisburg Elementary School. Both entries would add road improvements to Stallings Road, as required per the TIA.

All landscaping buffers shown are adequate to meet the needs of the adjacent properties.

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

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

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

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

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

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

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

Both the Planning Board and the Town Council will need to adopt a consistency statement when a recommendation or decision is made on this item.

**APPROVAL WITH CONDITIONS:**

The proposal is a conditional zoning request. Conditions may be imposed on the zoning action, staff recommends that the following conditions be placed on this project. The Planning and Zoning Board reviewed and concurred with the following conditions for Town Council consideration.

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to restrict cladding materials for all buildings to cladding products other than vinyl siding.
3. Applicant agrees to dedicate land for Public Open Space as required in the UDO.
4. Applicant agrees to construct a ten (10) foot wide greenway trail connection and dedicate a twenty-five (25) foot wide easement to provide access to the greenway connection from Stallings Road to Back Creek Greenway. The installation of the greenway connection shall be completed prior to the issuance of a certificate of occupancy for the first 71 homes to be constructed on the site. The applicant will also fund 50% of the cost to build a pedestrian bridge across Back Creek to connect the greenways. In the event that the easement is not secured by the Town of Harrisburg within two (2) years of the date of approval of this rezoning, the applicant shall have the option to instead exercise the fee-in-lieu provision of the UDO, which is calculated to be \$165,000
5. Applicant agrees to install all required improvements as identified in the Traffic Impact Analysis (TIA).
6. Applicant agrees to provide easement to allow the Town to decommission existing pump station on Hoffner Rd and connect onto the projects sewer system.
7. Applicant agrees to complete a LOMR-F prior to any fill activity taking place within the floodplain.

**RECOMMENDATION:**

With the conditions proposed, the rezoning request is consistent with the Harrisburg Area Plan. Planning and Zoning Department staff supports approval of the rezoning request with conditions.



## 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 Town's share of road improvements at Harrisburg Elementary and a greenway pedestrian bridge over Back Creek associated with the Camellia Gardens Development Agreement.

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

|                                   |            |
|-----------------------------------|------------|
| Increase line item 200-8500-59100 | \$ 185,000 |
| 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 | \$ 185,000 |
| 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 12<sup>th</sup> day of February, 2024.

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Jennifer Teague, Mayor

ATTEST:

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Janet Rackley, Town Clerk





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

---

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

**Section 1.** Amend the General Fund to account for the Town's share of road improvements at Harrisburg Elementary and a greenway pedestrian bridge over Back Creek associated with the Camellia Gardens Development Agreement.

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

|                                            |            |
|--------------------------------------------|------------|
| Increase line item 100-3001-57103          | \$ 185,000 |
| Capital Outlay                             |            |
| 2024-3001-008 (Greenway \$135,000)         |            |
| 2024-3001-009 (Road Improvements \$50,000) |            |

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

|                              |            |
|------------------------------|------------|
| Increase line item 100-49905 | \$ 185,000 |
| Transfers In – CRF-GF        |            |

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

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 12<sup>th</sup> day of February, 2024.

---

Jennifer Teague, Mayor

ATTEST:

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Janet Rackley, Town Clerk



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

H-2023-04 TA: UDO text amendment of Sections 140.04.07 and 140.04.08 associated with Food Trucks and other Temporary Uses

**Presenting Personnel:**

Shelley DeHart, Assistant Planning Director

**Suggested Motion or Action:**

**For approval, the following motion is suggested:**

**Motion to approve Text Amendment H-2023-04-TA**, as presented by staff, amending Sections 140.04.07 and 140.04.08 of the UDO to establish and enhance regulations associated with Food Trucks, Portable On-Site Storage, and Sidewalk Vendors, and to adopt the following Consistency Statement:

**Motion to approve the following Consistency Statement for Text Amendment H-2023-04-TA:**

The Town Council finds this text amendment is consistent with the applicable Common Decision Criteria found within Section 145.01.07 and 145.03.01 of the UDO and the HALUP because:

- a. It establishes and/or enhances performance standards associated with mobile food vending, and other temporary uses found within these sections, to reflect our community's vision for quality and reduce the potential for adverse impacts.
- b. It promotes goals of the Harrisburg Area Land Use Plan (HALUP) in the area of fostering economic development by supporting incubation and growth of entrepreneurial/ start-up businesses, encourages a mixture of land-uses, and establishes performance standards to protect the community's vision.

**For denial, the following motion is suggested:**

**Motion to deny Text Amendment H-2023-04-TA**, as presented by staff, amending Sections 140.04.07 and 140.04.08 of the UDO to establish and enhance regulations associated with Food Trucks, Portable On-Site Storage, and Sidewalk Vendors.

**Description/Background:**

The Town Council conducted the public hearing for this text amendment at its January 2024 meeting. After hearing public testimony and deliberations, the Council continued this item to tonight's meeting to allow additional time to consider all aspects of the proposed amendment. Based on public testimony, staff is proposing two minor modifications to the original amendment:

1. Allow for an exemption of food truck permitting on institutional sites tied to special events. Examples of institutional sites are: religious institutions, Lions Club International, public schools, and the American Legion. A permit would be required if food truck is proposed within a public right-of-way.

2. Allow for a Food Truck annual permit for food trucks tied to a special use permitted site. This would allow for the Town to verify the food truck operator has appropriate permits and comply with any conditions of approval tied to the special use permit.

Only the exemption modification has been incorporated into the draft ordinance because the annual permit may be handled by process policy. The following information is a summary of amendment:

**Proposed "Food Truck" regulations modifications:**

- Added a definition for Food Trucks and Mobile Food Vending.
- The ability to have a "food truck court" as an accessory use by right 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, special location consideration, 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.
- Encourage the use of renewable energy equipment associated with food truck operations.

While reviewing and modifying Sections 140.04.07 and 140.04.08 of the UDO, staff noted the following sections needed amendment:

1. Portable storage containers - this section as written, lacks clarity for implementation. Enhancement of this section includes:
  - Clear definition for these containers.
  - Provide a 14-day grace period prior to issuance of a Temporary Use Permit.
  - Maximum size of containers.
  - Location options
  - Provide an opportunity for a time extension beyond the 90-day timeframe.
2. Sidewalk vendors- This section would have allowed sidewalk vendors as a temporary use on public sidewalks within the General Commercial zoning classification. This section is proposed to be amended by adding:
  - A clear definition.
  - Only allowing the use to be conducted in conjunction with a town-sponsored or recognized event; or as otherwise granted by permission of the Town.
3. Correction of various cross-references.

**\* For further details, refer to the attached staff report and draft language for the proposed text amendment**

**Recommendation:**

**Staff and the Planning and Zoning Board recommends approval of:**

**Town Council Motion:**

1. Approve as Presented; and

2. Find this text amendment is consistent with the applicable Common Decision Criteria found within Section 145.01.07 and 145.03.01 of the UDO and the HALUP because:
  - a. It establishes and/or enhances performance standards associated with mobile food vending, and other temporary uses found within these sections, to reflect our community's vision for quality and reduce the potential for adverse impacts.
  - b. It promotes the goals of the Harrisburg Area Land Use Plan (HALUP) in the area of fostering economic development by supporting incubation and growth of entrepreneurial/ start-up businesses, encourages a mixture of land-uses, and establishes performance standards to protect the community's vision.

**Fiscal Impact:**

None

**Attachments:**

1. TC\_Report\_H\_2023\_04 Food Trucks\_Feb\_24
2. H-2023-04-TA\_Draft Ordinance



Planning and Zoning Department

**Staff Report – Planning and Zoning Board  
Text Amendment H-2023-04-TA**

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**DATE:** February 5, 2024

**SUBJECT:** **H-2023-04-TA:**

UDO text amendment to modify Sections 140.04.07 and 140.04.08  
Associated with Food Trucks and other Temporary Uses.

**Applicant:** Town Amendment

**Staff Report Prepared by:** Shelley DeHart, Assistant Planning Director

**Neighborhood Meeting:** N/A

**BACKGROUND:**

January 8<sup>th</sup> Town Council Meeting

The Town Council conducted the public hearing for this text amendment at its January 8th meeting and continued it to tonight's meeting to allow time to assess the proposed text changes.

Public comments shared during the public hearing included concerns regarding:

- Food truck operations tied to fund raising or special events at an institutional or civic organization site, such as church or VFW/Lyons Club.

These types of operations are similar to a neighborhood special event therefore staff have added this category to the exemptions when proposed on their own property.

- Temporary use permits issued by event and by parcel. It was suggested the Town consider an annual permit. Staff considered an annual permit versus a site/event individual permit, however, determined that it would be difficult to enforce performance standards proposed in the ordinance. This would include:
  - Three (3) day maximum at the specific site.
  - Thirty-day period between temporary use permits at a specific site.
  - Site location standards, overnight parking, and other performance standards.

It is the position of staff that an annual permit could work for Food Trucks operating on a Special Use permit location. This could be in the form of an annual permit or registration just to ensure the food truck operator has the appropriate documents, is aware of our performance standards, and any conditions of approval tied to the Special Use permit.



## Text Amendment Preparation and Review Process

The use of “Food Trucks” has grown in popularity within our community over the past few years, which was the impetus for a Town Council discussion and review of current use regulations at its August 14<sup>th</sup> meeting. At this meeting, the Council directed staff to prepare a text amendment which would strengthen current town regulations and add clarity to performance standards.

Staff prepared a draft text amendment and presented it to the Planning & Zoning Board in a public meeting on October 17, 2023. After a lengthy discussion, the board continued discussion of the text amendment, requesting additional refinement prior to approving and making its recommendation to Council. Requested changes were presented to the P & Z board at its November meeting. After review and deliberations, the board approved the staff recommended text amendment (with minor modifications), made the required consistency findings, and unanimously recommended that the Town Council approve the proposed text amendment.

## **PROPOSED AMENDMENT**

Allowing food truck vendors to operate within the Town supports incubation and growth of entrepreneurial/ start-up businesses, fostering diversity in the economy, while supporting and serving the local population. The proposed amendment is intended to establish and/or enhance performance standards associated with mobile food vending, and other temporary uses found within these sections, to reflect our community’s vision for quality and reduce the potential for adverse impacts.

This UDO amendment of **Sections 140.04.07-Accessory Use and Structure Standards** and **140.04.08-Temporary Use and Structure Standards** is provided in its entirety in Attachment A of this report. The information below is a summary of proposed modifications as recommended by the Planning & Zoning Board.

- **140.04.07.B (5) Portable On-Site Storage.** This subsection needed restructuring and clarity for implementation. The basic criteria remain the same, however, we have added:
  - A maximum size and container type.
  - Provided an opportunity for a time extension.
  - Provided a 14-day grace period prior to having to obtain a permit.
- **140.04.07.B (9) Food Truck Courts.** This subsection is proposed to be removed in its entirety as an accessory use. A food court is a semi-improved area that allows for two or more food trucks to operate in a fixed location, by right. This change will not affect multiple food trucks tied to town recognized special events or prohibit a request for a food-truck court as a Special Use permit.
- **140.04. 08.A Temporary Use Structure Standards.** The cross-reference related standards for temporary use and structures, is proposed to be corrected from 140.04.07B to 140.04.8 B throughout this section.



- **140.04.08.A Table for Permitted Temporary Uses and Structures** is proposed to be amended as follows:
  - Corrected the cross reference where needed within “Duration” Column.
  - Temporary Contractor’s Office – changed from requiring a Special Use permit to a permitted temporary use. There are performance standards within the UDO for proper placement and use within a development site.
  - Modified Food Truck maximum number of continuous days for a food truck use to operate from 1 to 3 days per event. The intent is to recognize and establish the ability to have a three-consecutive day event.
  - Sidewalk Vendor – Removed the ability for a sidewalk vendor activity in the General Commercial (GC) Zoning District by right. A definition of the use and specific controls have been added under 140.04.08B.
- **140.04.08.A (5) The Period of Time Between Permits** is proposed to be amended reducing the time between permits from 90-days to a 30-day period unless otherwise authorized within the standard section 140.04.08.B. Flexibility in this requirement may be considered by Special Use permit.
- **140.04.08.B Standards.** The cross-reference was corrected from 140.04.07 to 140.04.08 as needed throughout this section.
- **140.04.08.B (2)(c) – Sidewalk Vendor.** This section is proposed to be amended:
  - Removing the ability to sell food, beverages, or merchandise from a stand or from a person within the GC zoning district on the public sidewalk. Permitting records indicate that the Town has not issued a permit for this type of operation from a public sidewalk. These operations have been permitted on private property or private sidewalks.
  - Added a definition clarifying the use, and prohibiting the use except when:
    - Conducted in conjunction with a Town sponsored or recognized event in any zoning district; or
    - As granted by permission of the Town.
- **140.04.08.B Food Trucks.** This section was added to establish and enhance performance standards for this use. Proposed amendment includes:
  - Establishing definitions for food trucks and mobile food vending.
  - Permitting criteria that requires:
    - Set hours of operation.
    - No overnight storage on site.
    - Compliance with local, county, and state regulations, licensing, and permitting, including sales tax regulations.
    - Noise compliance.
    - Proper disposal of fat, oil, grease, or wastewater.





- Separation requirement from other businesses or restaurants not affiliated with the food truck operation.
- Encourage the use of energy efficient and renewable energy equipment associated with its operations.
- Location
  - Identified placements on developed lots.
  - Provides opportunity to place on an undeveloped lot by Special Use permit. Considerations associated with this request will include:
    - Location – is it located within a Town Activity Center?
    - Safety – can emergency services and patrons access the site safely?
    - Parking availability
- Duration.
  - A maximum of three consecutive days on any site or parcel.
  - The minimum time between temporary use permits on the same site or parcel shall be limited to a 30-day period.
  - Flexibility in duration requirements may be considered and approved by Special Use permit. This can support businesses that use food trucks as an accessory use to their normal business operations.
- Public Property. This section prohibits food trucks from operating in a public park, parking lot, public street, or public sidewalk unless specifically authorized by the Town or associated with a Town event.
- Other Zoning Districts. This section provides opportunity for food truck vendors to operate within other zoning districts (such as a residential district) without a permit if:
  - Associated with a neighborhood event on commonly owned property; or
  - Within construction sites that have been approved and permitted.

## **STAFF & PLANNING AND ZONING BOARD RECOMENDATION**

It is the position of staff and the Planning & Zoning Board that this text amendment is consistent with the applicable Common Decision Criteria found within Section 145.01.07 and 145.03.01 of the UDO because:

1. It establishes and/or enhances performance standards associated with mobile food vending, and other temporary uses found within these sections, to reflect our community's vision for quality and reduce the potential for adverse impacts.
2. It promotes goals of the Harrisburg Area Land Use Plan (HALUP) in the area of fostering economic development by supporting incubation and growth of entrepreneurial/ start-up businesses, encourages a mixture of land-uses, and establishes performance standards to protect the community's vision.



Therefore, staff recommends (along with the Planning and Zoning Board) approval of this text amendment as provided in Attachment A, including the following changes resulting from the January 8<sup>th</sup> Town Council meeting:

The proposed text amendment presented tonight includes two modifications:

1. Expanded permit exemption for food trucks operating on a property owned by an institutional or civic organization associated with a special event.
2. Modified the food truck required 100-foot separation from an existing business or restaurant, not affiliated with the mobile food service to include: “unless consent is provided by existing business at the time of permit.”

## **RECOMMENDED COUNCIL ACTIONS**

Staff recommends the Council:

1. Receive the staff report, along with the recommendation by the Planning & Zoning Board, and modifications proposed by staff.
2. Adopt a motion to approve, approve with modifications, or disapprove the text amendment. The motion can include approval or denial of the consistency findings as provided above.
3. If the Council adopts a motion to approve the proposed text amendment, staff also recommends that the Council Adopt a Statement of Consistency in support of the proposed text amendment.

Attachments



**ORDINANCE TO AMEND TEXT OF THE TOWN OF HARRISBURG UNIFIED DEVELOPMENT ORDINANCE (UDO); SECTIONS 140.04.07 AND 140.04.08 REGULATING FOOD TRUCKS AND OTHER TEMPORARY USES WITHIN THE TOWN**

**WHEREAS**, the Town of Harrisburg has a Unified Development Ordinance (UDO) that provides for various rules and operational framework for how land can be used and developed within Harrisburg's planning and zoning jurisdiction; and

**WHEREAS**, the Town of Harrisburg finds allowing food truck vendors to operate within the Town supports incubation and growth of entrepreneurial/ start-up businesses, fostering diversity in the economy, while supporting and serving the local population.

**WHEREAS**, the North Carolina General Statutes and the Town recognizes the need to amend the UDO to address changes in the community and in State Law; and

**WHEREAS**, the Town initiated the petition (H2023-04-TA) to amend Sections 140.04.07 and 140.04.08 of the UDO to enhance and modify regulations associated with Food Truck operations and other temporary uses within the Town; and

**WHEREAS**, the public hearing for this text amendment has been noticed in compliance with North Carolina General Statutes; and

**WHEREAS**, the Planning and Zoning Advisory Board reviewed this text amendment petition (H-2023-04-TA) at its October 17<sup>th</sup> and November 14<sup>th</sup>, 2023, public meeting and voted 7-0 to recommend approval to the Town Council finding the amendment consistent with the Common Decision Criteria found in Sections 145.01.07 and Specific Review Criteria found in Section 145.03.01 of the UDO, and with the goals of the Harrisburg Area Land Use Plan (HALUP).

**WHEREAS**, the Harrisburg Town Council held the public hearing on January 8, 2024, and continued the item to its February 12, 2024, meeting. After considering the testimony in the public hearing and deliberations at February meeting made the finding that this petition is consistent with Common Decision Criteria found within Section 145.01.07 and 145.03.012 of the UDO and the HALUP because:

1. It establishes and/or enhances performance standards associated with mobile food vending, and other temporary uses found within these sections, to reflect our community's vision for quality and reduce the potential for adverse impacts.
2. It promotes goals of the Harrisburg Area Land Use Plan (HALUP) in the area of fostering economic development by supporting incubation and growth of entrepreneurial/ start-up businesses, encourages a mixture of land-uses, and establishes performance standards to protect the community's vision.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Harrisburg, North Carolina, that Sections 140.04.07 and 140.04.08 of the UDO be amended as described on Exhibit A (attached herein) and fully enforced from the time this ordinance is adopted.

PASSED and ADOPTED this 12<sup>th</sup> day of February 2024.

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Jennifer Teague, Mayor

ATTEST:

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Janet Rackley, Town Clerk

## EXHIBIT A

9. **Outside Storage.** No outside storage shall be permitted except the storage of recreational vehicles per Paragraph 12, *Vehicular Storage*, below.
10. **Accessibility.**
  - a. **Ingress/Egress.** Vehicular ingress/egress shall provide for safe access by customers and emergency vehicles.
  - b. **Interior Travel Lanes.** Interior travel lanes shall have a minimum width of 12 feet for one-way and 24 feet for two-way travel lanes. The minimum travel lane width for fire and life safety access shall be 20 feet.
11. **Off-Street Parking Standards.** Parking shall be provided by parking/driving lanes adjacent to the manager's office.
12. **Vehicular Storage.** Required parking spaces shall not be rented as, or used for, vehicular storage. However, additional parking area may be provided for recreational vehicle storage.
13. **Accessory Uses.** Sales of customary equipment and supplies, such as hand trucks, straps, tapes, packaging materials, boxes, etc. are permitted through the main office only.

**140.04.07 Accessory Use and Structure Standards****140.04.07.A General Provisions**

1. **Generally.** Permitted accessory uses and structures are set forth in Table 140.04.07.A-1, *Permitted Accessory Uses and Structures*, below. If a Primary use is listed as prohibited in a zoning district but is permitted as an Accessory Use, the use is permitted only as an accessory use to a principal use or principal building on the same property.
2. **Permitted Accessory Uses.** The uses listed in Table 140.04.07.A, below, shall be permitted by right (unless noted otherwise) in any of the listed zoning districts.

| Table 140.04.07.A, Permitted Accessory Uses and Structures |                                                                                                                                                                                                   |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Accessory Use                                              | Zoning Districts                                                                                                                                                                                  |
| Accessory Dwelling Unit                                    | Permitted by Right Subject to Limitations in Subsection 140.04.07.B, <i>Standards</i> , according to Table 140.02.01-2, <i>Permitted Uses by Residential Zoning District and Development Type</i> |
| Agricultural Structure                                     | Permitted by Right Subject to Limitations in Subsection 140.04.07.B in AG, RE, RL                                                                                                                 |
| Family Care Home or Family Child Care Home                 | Permitted by Right in All Residential Zoning Districts<br>Special Use in CC, O-I, and NC                                                                                                          |
| Garage or Carport (noncommercial)                          | Permitted by Right in All Zoning Districts                                                                                                                                                        |
| Greenhouse (noncommercial)                                 | Permitted by Right in All Residential Zoning Districts                                                                                                                                            |
| Home Occupation                                            | Permitted by Right Subject to Limitations in Subsection 140.04.07.B in All Residential Zoning Districts                                                                                           |
| Off-Street Parking and Driveway                            | All Zoning Districts                                                                                                                                                                              |
| Portable On-Site Storage                                   | Permitted by Right Subject to Limitations in Subsection 140.04.07.B in All Zoning Districts                                                                                                       |
| Recycling Facilities and Drop Off Sites                    | Permitted by Right Subject to Limitations in Subsection 140.04.07.B in All Zoning Districts                                                                                                       |
| Satellite Dish                                             | Permitted by Right in All Zoning Districts                                                                                                                                                        |
|                                                            |                                                                                                                                                                                                   |

**Table 140.04.07.A, Permitted Accessory Uses and Structures**

| Accessory Use                                                                                                 | Zoning Districts                                                                                                        |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Bed & Breakfast Inn or Short-Term Rental (Host-Occupied)                                                      | Permitted by Right Subject to Limitations in Subsection <a href="#">140.04.07.B</a> in All Residential Zoning Districts |
| Sign                                                                                                          | Permitted by Right subject to § <a href="#">141.05</a> in All Zoning Districts                                          |
| Storage Building (residential)                                                                                | Permitted by Right in All Zoning Districts                                                                              |
| Swimming Pool (subject to the standards of subsection H, below)                                               | Permitted by Right Subject to Limitations in Subsection <a href="#">140.04.07.B</a> in All Residential Zoning Districts |
| Tennis Court                                                                                                  | Permitted by Right in All Zoning Districts                                                                              |
| Wireless Telecommunications Antenna or Tower (subject to § <a href="#">140.04.03</a> , Limited Use Standards) | Special Use subject to Section <a href="#">140.04.05</a> in All Zoning Districts                                        |
| Other Telecommunication Antenna or Tower                                                                      | Permitted by Right in All Zoning Districts                                                                              |
| Any other structure or use customarily incidental to the permitted primary use or structure                   | Permitted by Right in All Zoning Districts                                                                              |

3. **Establishment.** Accessory uses and structures shall not be constructed or established on a lot until construction of the principal building has commenced or the primary use is established.
4. **Dwelling.** Accessory buildings shall not be used for dwelling purposes, except as provided in Section [140.04.07.B](#), *Standards*.
5. **Location.**
  - a. **Required Setbacks.** Except as may be required for a specific accessory use or structure in Subsection [140.04.07.B](#), *Standards*, an accessory structure shall be located a minimum of five feet from a side or rear property line.
  - b. **Distance from Principal Structure.** No accessory structure shall be located less than 36 inches from the exterior wall of the principal structure. Structures that are located closer than 36 inches shall be considered as additions to the principal structure and shall conform to all applicable setbacks for the principal structure.
  - c. **Residential Lots Below Two Acres.** For residential lots not exceeding two acres, detached accessory buildings shall not be located in the front yard and shall not occupy more than 30 percent of the required rear yard.
  - d. **Residential Lots Two Acres or More.** For residential lots that are two acres or more, detached accessory buildings may be located in the front yard but not closer than 75 feet from the front property line/street right-of-way. Detached accessory buildings may be closer than the distance specified above if they are not visible from a public street.
  - e. **Non-residential Accessory Structures.** The location of permitted accessory structures associated with a non-residential use shall be governed by the same dimensional regulations as set forth for the principal use structure(s).
  - f. **Double Frontage Lots.** Accessory buildings on double frontage lots shall not be closer to either street than the required front yard setback.
6. **Height.** Accessory buildings shall not exceed:
  - a. The standard height regulations of the zoning district as set forth in Chapter [140.02](#), *Zoning Districts and Standards*, where accessory structure is located within the buildable lot area.
  - b. Fifteen feet in height, where the accessory structure is located within a principal structure setback yard.
7. **Size.** An accessory building shall not exceed the ground floor area of the principal building.
8. **Materials.** No accessory use of a structure shall be permitted that involves or requires any construction features or materials, which are not primarily residential in nature or character.



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9. **Lighting.** Exterior lighting for accessory uses and/or structures shall be placed so as to not directly or reflect light upon adjoining land.
10. **Exemptions.** The following uses/structures shall be exempt from the provisions of this Section:
  - a. Fencing and walls; However, in no case shall a rear or side yard fence exceed seven feet. Front yard fences shall not exceed five feet in height. Recreational facility fences are exempt from the height restrictions listed in this section.
  - b. Mailboxes.
  - c. Plant materials.
  - d. Any structure or improvement, once installed, is at grade or less than one foot above grade.

#### 140.04.07.B Standards

1. **Approval of Accessory Uses and Structures.** The standards in this Section apply to accessory uses and structures that are listed as permitted subject to limitations or that require a Special Use Permit in Subsection [140.04.07.A, General Provisions](#).
2. **Accessory Dwelling Units (ADUs).**
  - a. *Zoning Districts.* ADUs are allowed in accordance with the use tables in § [140.02, Zoning Districts and Standards](#).
  - b. *Housing Standards.* ADUs shall comply with all applicable local, State, and Federal housing codes.
  - c. *Number.* Only one ADU shall be permitted per lot.
  - d. *Size of Unit.* The ADU shall not exceed 50 percent of the square footage of the livable area of the primary structure or 1,100 square foot of gross floor area, whichever is less.
  - e. *Location of the ADU on the Lot.* A detached ADU shall be sited to the rear of the principal building, as depicted in Figure 140.04.07.B, *ADU Location*. In the AG or RE zoning districts, the Accessory Dwelling unit may be sited to the side of the principal building only if the lot exceeds 10 acres in size.
  - f. *Manufactured Homes.* A manufactured home shall not be pulled up to or attached to a primary residence and considered an ADU. A manufactured home, as a principal or accessory dwelling unit, shall be permitted only in the MH Manufactured Home Overlay District.
  - g. *Parking.* Adequate off-street parking shall be provided for any vehicles owned by occupants of the ADU.
  - h. *Utilities.* Where there is no public sanitary sewer service to the ADU, County Health Department shall approve sanitary sewer services provided to such ADU prior to its construction.
  - i. *Owner-Occupied Restriction.* ADUs shall only be allowed on parcels that contain owner-occupied single-family dwelling units that are allowed as a principal permitted use.



**Figure 140.04.07.B ADU Location****FIGURE NOTES:**

Yellow shaded in structures indicate ADU locations

3. **Agricultural Structure.** All buildings or structures (excluding fences) used to house livestock shall be located so that they are no closer than 150 feet from a dwelling unit. This requirement shall not apply if a dwelling unit is constructed so as to encroach upon an existing livestock use, except that such a livestock use may no longer expand towards a newly established residential use.
4. **Home Occupation.**
  - a. *Accessory to Dwelling.* A home occupation is permitted as an accessory use to any dwelling unit in accordance with the following standards.
  - b. *Accessory Structures.* A home occupation business is allowed in a permitted accessory structure.
  - c. *Floor Area.* A home occupation shall occupy no more than 25 percent of the total floor area of the residential structure.
  - d. *Residential Character.* The business shall not change the essential residential character of the dwelling and/or lot.
  - e. *Employment.* The use shall employ no more than one person who is not a resident of the dwelling. The owner may apply for a Special Use Permit in accordance with Section [145.04.03, Special Use Permit](#), in order to have one additional employee who is not a resident of the dwelling.
  - f. *Hours of Operation.* The business shall not operate outside of the hours of 7:00 AM to 7:00 PM. This time limitation shall apply to the actual operation of the business on site, and shall not apply to preparation time for business, including leaving or returning to the home.
  - g. *Equipment.* The home occupation shall not utilize mechanical, electrical, or other equipment which produces excessive noise, electrical or magnetic interference, vibration, heat, glare, or other nuisances outside of the dwelling or accessory structure.
  - h. *Outdoor Storage.* Outdoor storage of equipment, except for equipment of a type that could be reasonably associated with the principal use, is prohibited.
  - i. *Commercial Vehicles.* Only one commercial vehicle will be allowed in connection with the conduct of the home occupation.
  - j. *Signs.* One wall sign that is a maximum of one square foot in area is permitted.
  - k. *Prohibited Uses.* The following uses are prohibited from home occupation:
    - i. Uses in the following use categories: Heavy Industrial, Indoor Entertainment, Light Industrial, Outdoor Entertainment, and Vehicle Sales and Service.
    - ii. Furniture refurbishing.



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- iii. Gymnastics facilities.
- iv. Medical offices.
- v. Animal services.
- vi. Athletic studios or outdoor recreation.
- vii. Sales-Oriented Uses where the customer needs to come to the home occupation to make a purchase.
- viii. Mortuaries.
- ix. Body piercing and/or tattoos.
- x. Therapy with more than one client at a time.
- l. Any use that draws more than one client or customer to the dwelling at the same time on a regular basis; and
- m. The Director has the authority to allow or disallow a use based on the impact the use will have on the surrounding residential area.

## 5. Portable On-Site Storage.

### a. ~~Exemptions.~~

- i. ~~The above restrictions do not apply to any parcel greater than five acres in size.~~
- ii. ~~The Temporary Use Permit fee may be waived in the case of damage as a result of fire, storm, flood, or other disaster events.~~
- iii. ~~Any commercial or residential construction site with active Zoning and Building Permits may have as many storage units as are needed on the site without restrictions or permits.~~
- iv. ~~Tenure. A unit may remain on the parcel for a maximum of 90 days per calendar year without obtaining a Temporary Use Permit. A written reason, timeline, and completion date must be submitted by the applicant prior to the issuance of the permit.~~
- v. ~~Location.~~
  - A. ~~A unit shall be placed in the side or rear yard only. However, the unit may be placed in the front yard if side and rear areas are not accessible, as determined by the Director (unless the unit adversely impacts safety, sight triangles, or emergency response access). The unit shall not be placed in any recorded easement or in the street right of way.~~
  - B. ~~A unit shall be placed a minimum of five feet from side and rear property lines. There is no minimum spacing between units.~~
- vi. ~~Number. There shall be a maximum of two portable on-site storage units per parcel at any one time.~~
- vii. ~~Generally. The following requirements apply to any residential zone or used property upon which a portable on-site storage unit is to be placed.~~

Portable storage containers may be permitted as an accessory use to residential a use in all zoning districts, subject to the following conditions:

- a. Permit Required. A Temporary Use Permit shall be required for portable on-site storage use operating beyond a 14-day period and shall be issued in accordance with Section 145.02.10 of this document.
- b. Maximum Number, Size and Types. A maximum of two portable storage containers shall be located on a single lot limited in size to no larger than eight feet in height, eight feet in width, and 20 feet in length, and shall take on of the following three forms:
  - i. A container used for the purposes of storage of personal property such as household items being temporarily stored or relocated.
  - ii. A roll-off box, bin, or construction dumpster used for the collection and hauling of waste or debris; or
  - iii. A fully enclosed, non-motorized, trailer (commonly known as a semi-trailer) with wheels intended to be towed to a site for the purpose of storage or transport of goods, material, or equipment.
- c. Location.
  - i. A portable storage container may be located in a driveway, a designated parking area, or behind a

dwelling. If site conditions do not allow the placement of the portable storage container within these areas, then the container may be located immediately adjacent to the driveway or designated parking area.

- ii. A portable storage container shall be located a minimum of five feet from any principal or accessory structure.
- iii. In no instance shall a portable storage container be located within a Town street, public street right-of-way, or location that poses a threat to public health or safety.
- d. Duration. A portable storage container may be located on a site for a maximum of up to 90 days per calendar year. A temporary use permit time extension request may be considered for approval by the Planning Director for special circumstances.
- e. Exemptions. The standards in this section shall not apply to portable storage containers used as temporary construction trailers, dumpsters, or recycling facilities, provided a valid building permit has been issued for this activity.
- f. Homeowners Association Restrictions: These regulations do not supersede any private codes, covenants, or restrictions that a property is legally subject to.

## **5. Recycling Facilities and Drop Off Sites.**

- a. *Unattended Clothing Donation Containers.* Unattended clothing donation containers are prohibited unless located at the operational site of a company or organization that collects used clothing for resale or donation as a primary business function.
- b. *Removal of Prohibited Clothing Donation Containers.* Prohibited clothing donation containers that exist at the time this section is adopted shall be removed within 30 days of adoption.

## **6. Short-Term Rental (Host-Occupied).**

- 1. *Host Occupation.* A short-term rental property shall be considered host-occupied if the property is the host's primary residence for a minimum of 183 days per calendar year.
- 2. *Housing Type.* A short-term rental shall only take place in a single-family detached dwelling.
- 3. *Tenure.* A short-term rental tenant shall not stay more than 29 consecutive days in duration.
- 4. *Number of Tenant Rooms.* A short-term rental shall have no more than two tenant rooms.

5. **Number of Occupants.** Each short-term rental tenant room shall be limited to a maximum of two adults, over 18 years old.
6. **Signs.** One wall sign that is a maximum of one square foot in area is permitted.
7. **Insurance.** Each short-term rental host shall obtain and maintain, at the host's sole expense, liability insurance to cover the injury or death of a tenant while the tenant is in, on, or about the short-term rental property.
8. **Parking.** Each short-term rental shall provide one off-street parking space for each tenant room.
7. **Solid Waste Storage Areas.**
  - a. **Lids.** Solid waste dumpsters or other large containers for solid waste storage shall have a lid to minimize the potential contamination of stormwater runoff. These provisions shall apply to all nonresidential and mixed-use development, multifamily residential developments and/or single-family attached residential developments, which do not use roll-out containers for curbside solid waste pickup.
  - b. **Materials.** Enclosures shall be constructed of durable, weather-proof, permanent materials such as concrete or stone block, metal, wood, or similar material. The applicant shall ensure that the choice of materials and color are consistent and compatible with those of the principal building(s) on the site.
  - c. **Screening.** Solid waste dumpsters or other large containers for solid waste or recycling storage shall be confined in an enclosed area that is screened on all sides. A solid waste enclosure, large enough to confine solid waste items and dumpster(s), shall be of solid opaque construction, six-foot high with latching gates providing access, and shall be composed of materials that are consistent and compatible with those of the principal building(s) on the site. No solid waste storage area shall be located in any front building yard setback or any street yard or buffer yard.
8. **Retail Operations in the EC District.** Retail sale of items or products manufactured or stored by the primary use are permitted subject to the limitation that interior retail operations may not exceed 20 percent of the individual business's gross floor area of the site. Outdoor display areas shall not exceed 10 percent of the individual business's gross square footage.
9. **Food Truck Courts. Reserved**
  - a. ~~Permission.~~ The operator of a food truck shall obtain, in writing, and have on hand, the property owner's permission to operate on the property.
  - b. ~~Placement.~~ The food truck court shall not be located in any required setback, sight triangle, or buffer.
  - c. ~~Associated Use Categories.~~ Food truck courts are permitted as accessory uses to uses in the following use categories:
    - i. ~~Community Amenities;~~
    - ii. ~~Educational Facilities;~~
    - iii. ~~Medical Facilities;~~
    - iv. ~~Parks and Open Areas;~~
    - v. ~~Public Assembly;~~
    - vi. ~~Entertainment, Indoor;~~
    - vii. ~~Entertainment, Outdoor;~~
    - viii. ~~Office; or~~
    - ix. ~~Retail Repair, Sales, and Service.~~
  - d. ~~Food Trucks in Public Right-of-Way.~~ This section of the UDO does not regulate the placement of food trucks in the public right-of-way.
10. **Swimming Pools.** A private swimming pool along with incidental installations, such as pumps and filters, is permitted in any residential zoning district subject to the following standards.
  - a. **Location.**
    - i. The swimming pool and incidental installations shall be located in other than the front yard.
    - ii. The swimming pool shall be set back from all lot lines a distance of not less than five feet.

## 140.04.08 Temporary Use and Structure Standards

### 140.04.08.A General Provisions

- Generally.** Permitted temporary uses and structures are set forth in Table 140.04.08.A, *Permitted Temporary Uses and Structures*. Standards for temporary uses and structures are set forth below and in Section [140.04.07.B](#) [140.04.08.B](#), *Standards*.
- Purpose.** The Temporary Use Permit is a mechanism to allow a use on a short-term basis and certain seasonal or transient uses not otherwise allowed. Prior to conducting or establishing a temporary use or structure, approval of a Temporary Use Permit by the Director is required pursuant to Section [145.02.10](#), *Temporary Use Permit*.
- Permitted Temporary Uses.** The uses listed in Table 140.04.08.A below shall be permitted by right (unless noted otherwise) in any of the listed zoning districts.

| Table 140.04.08.A, Permitted Temporary Uses and Structures                                                                                      |                                                                   |                           |                     |                     |                     |                     |                               |                     |     |                     |    |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|---------------------------|---------------------|---------------------|---------------------|---------------------|-------------------------------|---------------------|-----|---------------------|----|--------|
| TP = Temporary Permitted Use   TS = Temporary Special Use   -- = Prohibited Use  <br>Maximum Events per Year / Days per Event (Duration Column) |                                                                   |                           |                     |                     |                     |                     |                               |                     |     |                     |    |        |
| Temporary Use                                                                                                                                   | Duration                                                          | Zoning Districts          |                     |                     |                     |                     |                               |                     |     |                     |    |        |
|                                                                                                                                                 |                                                                   | Homestead and Residential |                     |                     |                     |                     | Non-Residential and Mixed-Use |                     |     |                     |    |        |
|                                                                                                                                                 |                                                                   | AG                        | RE                  | RL                  | RM                  | RH                  | MU                            | CC                  | O-I | NC                  | GC | CD, EC |
| Amusement Enterprises                                                                                                                           | 1 / 21                                                            | --                        | --                  | --                  | --                  | --                  | --                            | --                  | TP  | --                  | TP | TP     |
| Commercial Outdoor Sales Event                                                                                                                  | 4 / 7                                                             | --                        | --                  | --                  | --                  | --                  | TP                            | TP                  | --  | --                  | TP | --     |
| Contractors' Office (Temporary)                                                                                                                 | See<br><a href="#">140.04.07.B</a><br><a href="#">140.04.08.B</a> | <del>TS</del><br>TP       | <del>TS</del><br>TP | <del>TS</del><br>TP | <del>TS</del><br>TP | <del>TS</del><br>TP | <del>TS</del><br>TP           | <del>TS</del><br>TP | TP  | <del>TS</del><br>TP | TP | TP     |
| Fireworks Stand                                                                                                                                 | 1 / 45                                                            | TP                        | --                  | --                  | --                  | --                  | --                            | --                  | TP  | TP                  | TP | TP     |
| Food Truck                                                                                                                                      | 365 / <del>4-3</del><br>See<br><a href="#">140.04.08.B</a>        | --                        | --                  | --                  | --                  | --                  | TP                            | TP                  | TP  | TP                  | TP | TP     |
| Outdoor Circus, Carnival, Exhibition, or Show                                                                                                   | 1 / 30                                                            | --                        | --                  | --                  | --                  | --                  | --                            | --                  | --  | --                  | TS | TS     |
| Real Estate Office in a Construction Trailer or Temporary Modular Unit                                                                          | See<br><a href="#">140.04.07.B</a><br><a href="#">140.04.08.B</a> | TP                        | TP                  | TP                  | TP                  | TP                  | TP                            | TP                  | TP  | TP                  | TP | TP     |
| Real Estate Office in a Model Home                                                                                                              | See<br><a href="#">140.04.07.B</a><br><a href="#">140.04.08.B</a> | TP                        | TP                  | TP                  | TP                  | TP                  | TP                            | TP                  | --  | --                  | -- | --     |
| Religious Event                                                                                                                                 | 1 / 60                                                            | TP                        | --                  | --                  | --                  | --                  | --                            | TP                  | TP  | TP                  | TP | TP     |
| Seasonal Sale of Agricultural Products                                                                                                          | 4 / 30                                                            | TP                        | --                  | --                  | --                  | --                  | --                            | --                  | --  | --                  | TP | TP     |
| Sidewalk Vendor                                                                                                                                 | <del>3-45</del><br><a href="#">140.04.08 B(2)(c)</a>              | TP                        | TP                  | TP                  | TP                  | TP                  | TP                            | TP                  | TP  | TP                  | TP | --     |
| Single Family Dwelling in Temporary Structure                                                                                                   | See<br><a href="#">140.04.07.B</a><br><a href="#">140.04.08.B</a> | TP                        | TP                  | TP                  | TP                  | TP                  | TP                            | TP                  | TP  | TP                  | TP | TP     |
| Temporary Residence in Mobile Home During Construction of New Home                                                                              | See<br><a href="#">140.04.07.B</a><br><a href="#">140.04.08.B</a> | TP                        | TP                  | TP                  | TP                  | TP                  | --                            | --                  | --  | --                  | -- | --     |



- 4. Review Criteria.** All temporary uses listed in this Section require a Temporary Use Permit. The Director shall not approve or modify and approve an application for a Temporary Use Permit unless the following general criteria, specific regulations and time limitations are met in addition to standards for any particular temporary use as specified in Section ~~140.04.07.B~~ **140.04.08. B, Standards.**
- a. *Compatibility with/Effect on Surrounding Area.* The allowance of such use shall not be detrimental to the public health, safety, and general welfare, and the use shall be consistent with the purpose and intent of this UDO and the specific zoning district in which it will be located; and the use is compatible in intensity, characteristics and appearance with existing land uses in the immediate vicinity of the temporary use, and the use, value and qualities of the neighborhood surrounding the temporary use will not be adversely affected by the use or activities associated with it. In addition to those listed herein, factors such as location, noise, odor, light, dust control and hours of operation shall be considered.
  - b. *Location (Permission Required).* The use shall not be on publicly or privately owned property unless the applicant first obtains written approval from the owner.
  - c. *Traffic.* The location of the temporary use or structure shall be such that adverse effects on surrounding properties will be minimal, particularly regarding any type of traffic generated or impacted by the temporary use or structure and impact upon *traffic circulation in the area.*
  - d. *Parking and Access.* Adequate off-street parking shall be provided to serve the use. The use shall not displace the required off-street parking spaces or loading areas of the principal permitted uses on the site. The entrance and exit drives shall be designed to prevent traffic hazards and nuisances.
  - e. *Property Line Setbacks.* Structures and/or display of merchandise shall comply with the yard and property line setback requirements of the zone district within which it is located. The items shall be displayed so as not to interfere with the sight triangle of the intersection of the curb line of any two streets or a driveway and a street. In no case shall items be displayed, or business conducted within the public right-of-way, except that this Section shall not apply to the CC or MU district *with the issuance of an encroachment permit.*
  - f. *Signs.* Signage for temporary uses shall be permitted only within the time frame for which the temporary use is permitted. See Section **141.05.05, Temporary Signs** for specific standards for signs.
  - g. *Number per Parcel.* Only one Temporary Use Permit shall be permitted for a single parcel of land at any given time *unless authorized with an approved Special Use Permit.*
  - h. *Utilities.* Temporary uses must provide sufficient potable water and adequate sewage disposal.
  - i. *Outdoor Lighting.* All light sources must be directed inward to the site and downward and away from adjacent properties. Refer to § **141.06, Outdoor Lighting.**
  - j. *Public Convenience and Litter Control.*
    - i. Adequate public restroom facilities and waste containers shall be required on-site.
    - ii. After the temporary use is finished, the site shall be returned to its condition prior to the temporary use being established, including, but not limited to, removal of all litter and any other facilities related to the use, at no expense to the Town.
- 5. Period of Time Between Permits.** The period of time ~~an expired~~ **between** Temporary Use Permits on a parcel ~~and application for another Temporary Use Permit on that parcel~~ shall be at least ~~three months~~ **30-days or as otherwise stated within Subsection 140.04.08B.** *Any request for less than the 30-day time period between permits shall require approval of a Special Use Permit.* This restriction shall not apply to real estate development and construction related temporary uses as set forth in Subsection ~~140.04.07.B~~ **140.04.08. B, Standards.**
- 6. Similar and Compatible Uses not Specified.**
- a. *Authority.* If a particular temporary use is not listed in this UDO, the Director shall have the authority to grant a temporary use permit for a “similar and compatible use”.
  - b. *Similar and Compatible Uses.* Similar and compatible uses not specified are those uses which are similar and compatible with those allowed as temporary uses in this Section.
  - c. *Use Determination.* Determination of what constitutes similar and compatible shall be made by the Director. In such instances, the applicant shall provide the following information:
    - i.    Type of use.

- ii. Number of employees.
- iii. Parking/circulation needs/hours of operation; and
- iv. Duration of operation.
- d. *Appeals.* If the Director determines that the use is not similar and compatible, the applicant may appeal the decision to the Planning and Zoning Board of Adjustment in accordance with Section 145.04.04, Appeal of Administrative Decisions.

#### 140.04.08.B Standards

1. **Approval of Temporary Uses and Structures.** The standards in this Section apply to temporary uses and structures that are listed as permitted subject to limitations or that require a Special Use Permit in Subsection 140.04.0708.A, *General Provisions*.
2. **Temporary Retail Sales Uses.**
  - a. *Fireworks Stands.* Limited to only non-residential zones for a period of time not to exceed 45 days. A maximum of one structure, not to exceed 120 square feet in area, shall be allowed. The structure must be portable and completely removed at the end of the permit period. Any sales of fireworks shall be regulated in accordance with NCGS 14-410 and 14-414 and NC Fire Code.
  - b. *Seasonal Sale of Agricultural Products (including Christmas Trees).* Temporary Use Permits are required for all Roadside Stands in non-residential zoning districts. Such sales are limited to a period of time not to exceed four consecutive months per calendar year. A maximum of one building/display booth shall be allowed and may cover a maximum of 400 square feet. The structure must be portable and completely removed at the end of the period.
  - c. *Sidewalk Vendors.* A sidewalk vendor is defined as a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path. This use is prohibited except when:
    - i. Conducted in conjunction with a Town sponsored or recognized event; or
    - ii. As granted by permission of the Town.

~~The sale of food, beverages, or merchandise from a stand or from a person may be allowed in the GC-zoning district and shall be limited to a period not to exceed 90 continuous days per calendar year in a given location. Even if at any time the vendor does not occupy the permitted site, the 90-day limit shall not be extended.~~
3. **Real Estate Development and Construction-related Temporary Uses.**
  - a. *Contractors Office and Equipment/Storage Sheds.* Placement of such as a temporary use is limited to a period of time determined by an estimated project completion date with the option of an extension of up to one year if approved by the Director. A construction trailer may be used for a contractor's office or for the contractor's storage of equipment or materials. All temporary buildings and trailers shall be completely removed from the site within thirty days of issuance of a Certificate of Compliance and Occupancy or completion of the construction project, whichever occurs first.
  - b. *Real Estate Office in a Construction Trailer or Temporary Modular Unit.* Temporary structures, such as construction trailers or temporary modular units may be used as real estate sales offices in any new residential construction project for the sale of units within that project only. Such a temporary use may be allowed in all zoning districts. In the event that multiple builders are involved in a new construction project, one construction trailer or temporary modular unit may be permitted (as a sales office) per builder. Each individual trailer or modular unit shall be located on an individual lot. In no case shall multiple permits be issued for the same Parcel Identification Number (PIN). The permit shall be valid until the project is completed or for a period of two years from the time of the recording of the most recent final plat. All temporary structures shall be removed within 30 days of the completion of the project.
  - c. *Real Estate Office in a Model Home.* Temporary structures, such as a real estate office in a model home, are limited to a period of time not to exceed one year with the option of an extension of up to one year as and if approved by the Director. The number of employees utilizing the office at any one time may not exceed five. A real estate office may not contain sleeping or cooking accommodations unless located in a model dwelling.
  - d. *Single Family Dwelling in Temporary Structure.* During the active construction period (after a building or





grading permit has been issued) of a construction project involving a non-residential use or a residential development with building permit(s) for more than 50 units at any one time, one mobile home or trailer may be allowed on the same property to be used as a temporary residence by a night watchman for a period not to exceed 12 months or the active construction period, whichever is less. The temporary home shall be removed from the site within 14 days of issuance of the Certificate of Zoning Compliance for a non-residential structure or the first residential unit if within a residential development.

- e. **No Recreational Vehicles.** No Recreational Vehicles shall be permitted as a Temporary Use or Structure.
  - f. **Temporary Residence in Mobile Home During Construction of New Home.** In the event that a new single-family home is being constructed on a parcel where a mobile home currently exists, the mobile home may remain for the duration of the building process for the new home. Said mobile home shall be removed within 30 days of the date of the last final inspection, as required by North Carolina Building Codes and/or any other applicable codes. Said inspections include, but are not limited to: final building, electric, plumbing and/or mechanical inspections for occupancy of the structure.
  - g. **Amusement Enterprises.** Carnivals, circuses, fairs, and amusement rides may be allowed in any non-residential zoning district for a period not to exceed 21 days within any calendar quarter. This classification excludes events conducted in a permanent entertainment facility.
  - h. **Religious Events.** Religious events in a tent or other temporary structure may be allowed in any non-residential zoning district for a period not to exceed 60 days.
4. **Commercial Outdoor Sales Event.** Such activities may be conducted outside for a period of not more than seven consecutive days. If the private sidewalk or pedestrian way in front of the building is used for display of merchandise, a minimum width of four feet must remain unobstructed for pedestrian use. A Temporary Use Permit for promotional activities may be renewed four times during any calendar year, for a maximum of 28 days per calendar year.
5. **Special Events and Activities.** Special events and activities conducted on public property, such as school sites and public parks shall be exempt from the provisions of this Section of the UDO but must comply with any guidelines, regulations and permitting process required by the authorizing agency (e.g., School District or a Parks and Recreation Department).
6. **Food Truck.** A food truck is defined as a food service establishment on a motor vehicle or on a trailer that a motor vehicle pulls to transport, from which a vendor standing within the frame, sells food and/or drink processed or prepared on-site to walk-up customers. MOBILE FOOD VENDING. Commercial food service sales conducted through use of a food truck.
- a. **Permitting.** A Temporary Use Permit (TUP) may be issued in compliance with review criteria found in 140.04.08.A and the following:
    - i. Mobile food vending is prohibited on vacant properties unless authorized through a Special Use Permit. Criteria for consideration should include:
      - 1. Location. Is the site located within a Town Activity Center
      - 2. Safety. Can the site be accessed by emergency services and patrons safely.
      - 3. Parking Availability.
    - ii. Placement of food trucks shall be limited:
      - 1. Paved areas, outside of fire lanes, landscaped and/or buffer areas.
      - 2. A minimum separation of 100 feet from the front door of an existing business, or restaurant, not affiliated with the mobile food service shall be required **unless consent is provided by the existing business at time of permitting.**
    - iii. Hours of operation shall be limited to between 8:00 a.m. and 10:00 p.m. Food trucks, trailers, or other associated equipment may not remain after hours upon the premises unless registered to participate in a special event recognized by the town or owned and operated on the premises of an existing restaurant.
    - iv. Service is limited to walk-up service (no drive-through).
    - v. Mobile food vending shall be prohibited from discharging fat, oil, grease, or wastewater into the sanitary sewer system. Waste shall be properly stored and disposed of at a properly designated location.
    - vi. The noise level from the food truck motor and/or generator must comply with the town's noise ordinance. The use of renewable alternative energy sources (e.g., solar battery generators, propane, natural gas) in conjunction with Food Trucks operated within the Town is

- encouraged.
- vii. Vendors shall comply with all local, county, and state regulations, licensing, registrations, and permitting, including sales tax regulations.
- b. **Duration.** A temporary use permit may be issued to a food truck vendor to operate for:
- i. A maximum of three consecutive days on any site or parcel.
  - ii. The minimum time between temporary use permits on the same site or parcel shall be limited to a 30-day period.
  - iii. Flexibility in duration requirements noted above may be considered and approved by Special Use Permit.
- c. **Public Property.** Food trucks may not be operated on public property such as parks or plazas, parking lots, public street rights-of-way, or public sidewalk except as specifically authorized by the Town and/or as part of an official public event sponsored or co-sponsored by the Town.
- d. **Other Zoning Districts.** In all zoning districts other than those listed in Table 140.04.08. A, listed above, food trucks may be allowed without a permit:
- i. On commonly owned property within a residential development serving residents and guests at a neighborhood activity or function; and
  - ii. On property owned by an institutional or civic organization associated with a special event.
  - iii. Sites undergoing construction in accordance with a valid development plan and permits. Such trucks may vend to persons lawfully authorized to be on the construction site and not to the general public.



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration of Writing Off Utility Account Balances and the Related FY2024 Budget Ordinance Amendment

#### **Presenting Personnel:**

Brian Lee, Finance Director

#### **Suggested Motion or Action:**

If approved:

Motion to approve writing off approximately 250 utility account balances totaling up to \$6,500.

Motion to approve the FY2024 Budget Ordinance Amendment totaling \$6,500 to write off water, sewer, and storm water bad debts.

#### **Description/Background:**

The Town routinely submits unpaid utility balances that remain on closed accounts to North Carolina's debt setoff program and is successful in collecting thousands of dollars annually on these unpaid balances. This program allows the collection at the State level of amounts due to municipalities and utilities. The Town has approximately 250 accounts with a total combined balance due to the Town of \$6,500 which are also aged for greater than one year. The average account balance is \$26.00. Staff has been working on recovery of these outstanding receivables for quite some time. They have been identified in the annual audit report as "bad debts" and a provision for their expected noncollection has been properly booked on the financial statements. There is ongoing staff time of analyzing the receivables, as well as costs of repeatedly printing and mailing outstanding invoices. These accounts have all been identified as ineligible to be submitted or are nominal and not worth the cost of collection. Staff requests approval to write off these amounts which are currently shown as receivables but are not expected to be collected.

#### **Recommendation:**

Staff recommends approval of writing off the Town's utility bad debts totaling \$6,500 for FY2024

#### **Fiscal Impact:**

There is no direct fiscal impact to the Town. The balance of the Town's utility receivable is reduced by \$6,500, however, that amount has been determined to be uncollectible and there is no real expectation that it would be received.

#### **Attachments:**

1. Amendment - SWF - Bad Debt Write-off 02122024
2. Amendment - WSF - Bad Debt Write-off 02122024



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

---

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

**Section 1.** Amend the Storm Water Fund to account for the write-off of storm water bad debts.

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

|                                                |          |
|------------------------------------------------|----------|
| Increase line item 401-7000-54240<br>Bad Debts | \$ 1,000 |
|------------------------------------------------|----------|

|                                                  |          |
|--------------------------------------------------|----------|
| Decrease line item 401-8750-59500<br>Contingency | \$ 1,000 |
|--------------------------------------------------|----------|

**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 12<sup>th</sup> day of February 2024.

---

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 and Sewer Fund to account for the write-off of water and sewer bad debts.
- Section 2.** To amend the Water and Sewer Fund, the appropriations are to be changed as follows:
- |                                                  |          |
|--------------------------------------------------|----------|
| Increase line item 400-6000-54240<br>Bad Debts   | \$ 5,500 |
| Decrease line item 400-8750-59500<br>Contingency | \$ 5,500 |
- 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 12<sup>th</sup> day of February 2024.

---

Jennifer Teague, Mayor

ATTEST:

---

Janet Rackley, Town Clerk



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of Purchase of a Freightliner Dump Truck and Related Budget Amendment for the Public Works Department

**Presenting Personnel:**

Mallory Hodgson, Public Works Director

**Suggested Motion or Action:**

Motion to approve the purchase contract with Excel Truck Group in the amount of \$150,035 and total capital authorization of \$150,000.

**Description/Background:**

The Public Works Department seeks to replace an existing 2016 Freightliner M2 Dump Truck with a 2025 of the same model. The Single axle dump truck will be used for hauling material back and forth to job sites, plowing snow, spreading salt on roadways and parking lots, and hauling the excavator trailer. This dump truck is funded by The Water and Sewer Dept. but used to support projects in other departments such as Stormwater, Environmental Protection, Parks and Rec, Fire and the Sheriff Dept.

The existing dump truck will be surplus, and anticipates a surplus value of \$50,000 for the 2016 Dump Truck, due to low mileage and excellent maintenance. The Town has seen a significant benefit from surplus heavy equipment and vehicles every 6-8 years to minimize wear and tear, maintain a high surplus value, keep ongoing maintenance costs low and avoid equipment downtime.

**Recommendation:**

Staff recommends approval of the attached capital purchase for a Freightliner M2 Dump Truck.

**Fiscal Impact:**

The Town budgeted \$135,000 for this project but in order to purchase and outfit the vehicle through the NC Sheriffs Contract, the Town is asking for a capital authorization of \$150,000. This is being driven by unforeseen increases to the cost of material and labor. The Town has seen price increases on a variety of goods and services, equipment included. In February 2020, the Town purchased a dump truck for \$115,000 for the exact same setup, so this purchase reflects nearly a 30% increase in the equipment. In order to have the snow plow equipment installed with the truck, an increase is required. The Town is capturing a cost savings of \$8,000 by paying for the body up front and the remainder of the build upon receipt of the vehicle, which will bring the total vehicle cost to \$142,000. Staff is requesting \$150,000 to be consistent with the quoted price, which will allow for remaining items such as tag and equipment to put the vehicle into commission.

The Water and Sewer Department has saved funds on several other capital purchases in FY2024 and thus, does not require any budget modification to properly fund this purchase.

**Attachments:**

1. 2025 Freightliner M2 Dump Truck Quote

**Prepared for:**  
Jason Bennett  
NC SHERIFFS ASSOCIATION  
PO BOX 20049  
RALEIGH, NC 27619  
Phone: 919.459.6471



**Prepared by:**  
Tony Lyerly  
EXCEL TRUCK GROUP  
4633 EQUIPMENT DRIVE  
CHARLOTTE, NC 28269  
Phone: 704-597-1110

*A proposal for*  
**NC SHERIFFS ASSOCIATION**  
*Town of Harrisburg*

*Prepared by*  
**EXCEL TRUCK GROUP**  
*Tony Lyerly*

*Jan 15, 2024*

**Freightliner M2 106 Plus**



Application Version 11.9.502  
Data Version PRL-28M.025  
MY25 Harrisburg SADump



01/15/2024 1:33 PM

Page 1 of 20



Prepared for:  
Jason Bennett  
NC SHERIFFS ASSOCIATION  
PO BOX 20049  
RALEIGH, NC 27619  
Phone: 919.459.6471



Prepared by:  
Tony Lyerly  
EXCEL TRUCK GROUP  
4633 EQUIPMENT DRIVE  
CHARLOTTE, NC 28269  
Phone: 704-597-1110

## Q U O T A T I O N

### M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK  
CUM B6.7 325 HP @ 2400 RPM, 2600 GOV, 750 LB-FT @  
1800 RPM  
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH  
PTO PROVISION  
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE  
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH  
HELPER AND RADIUS ROD  
DETROIT DA-F-13.3-3 13,300# FF1 71.5 KPI/3.74 DROP  
SINGLE FRONT AXLE

14,600# TAPERLEAF FRONT SUSPENSION  
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL  
CAB  
3800MM (150 INCH) WHEELBASE  
NO FIFTH WHEEL  
11/32X3-1/2X10-3/16 INCH STEEL FRAME  
(8.73MMX258.8MM/0.344X10.19 INCH) 120KSI  
1600MM (63 INCH) REAR FRAME OVERHANG

|                                                  |                      |    | PER UNIT |    | TOTAL   |
|--------------------------------------------------|----------------------|----|----------|----|---------|
| VEHICLE PRICE                                    | TOTAL # OF UNITS (1) | \$ | 103,002  | \$ | 103,002 |
| EXTENDED WARRANTY                                |                      | \$ | 0        | \$ | 0       |
| DEALER INSTALLED OPTIONS                         |                      | \$ | 46,442   | \$ | 46,442  |
| <b>Godwin MFG. 10' Steel Dump<br/>w Snowplow</b> |                      |    |          |    |         |
| CUSTOMER PRICE BEFORE TAX                        |                      | \$ | 149,444  | \$ | 149,444 |

### TAXES AND FEES

|                          |    |       |    |       |
|--------------------------|----|-------|----|-------|
| FEDERAL EXCISE TAX (FET) | \$ | (152) | \$ | (152) |
| SHERIFF FEE              | \$ | 743   | \$ | 743   |
| OTHER CHARGES            | \$ | 0     | \$ | 0     |

### TRADE-IN

|                    |    |     |    |     |
|--------------------|----|-----|----|-----|
| TRADE-IN ALLOWANCE | \$ | (0) | \$ | (0) |
|--------------------|----|-----|----|-----|

|             |                  |    |         |    |         |
|-------------|------------------|----|---------|----|---------|
| BALANCE DUE | (LOCAL CURRENCY) | \$ | 150,035 | \$ | 150,035 |
|-------------|------------------|----|---------|----|---------|

### COMMENTS:

Projected delivery on \_\_\_ / \_\_\_ / \_\_\_ provided the order is received before \_\_\_ / \_\_\_ / \_\_\_.

### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.



**Prepared for:**  
Jason Bennett  
NC SHERIFFS ASSOCIATION  
PO BOX 20049  
RALEIGH, NC 27619  
Phone: 919.459.6471



**Prepared by:**  
Tony Lyerly  
EXCEL TRUCK GROUP  
4633 EQUIPMENT DRIVE  
CHARLOTTE, NC 28269  
Phone: 704-597-1110

### Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).

### Floorplan Expenses:

Due to the cost of "Floorplan Expenses" incurred while the chassis is at the body company (sometimes 6 months to a year) we have added \$8000.00 dollars to the cost to cover this floorplan expense. If the Town of Harrisburg so elects...they can pay for the chassis within 30 days of the factory invoice... we will reduce the quoted price by \$8000.00 ...so that would come to \$95,002.00 instead of \$103,002.00 for the chassis and then the body payment would be due once the truck is delivered. Everything has been broken out on the quotation sheet above. If you have any questions or concerns, please don't hesitate to call.

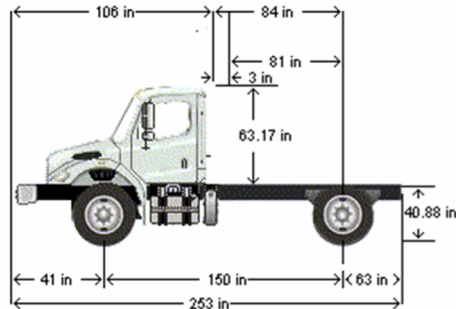


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## DIMENSIONS



## VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model ..... M2106  
Wheelbase (545) ..... 3800MM (150 INCH) WHEELBASE  
Rear Frame Overhang (552) ..... 1600MM (63 INCH) REAR FRAME OVERHANG  
Fifth Wheel (578) ..... NO FIFTH WHEEL  
Mounting Location (577) ..... NO FIFTH WHEEL LOCATION  
Maximum Forward Position (in) ..... 0  
Maximum Rearward Position (in) ..... 0  
Amount of Slide Travel (in) ..... 0  
Slide Increment (in) ..... 0  
Desired Slide Position (in) ..... 0.0  
Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
Sleeper (682) ..... NO SLEEPER BOX/SLEEPER CAB  
Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE

## TABLE SUMMARY - DIMENSIONS

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| Dimensions                                                         | Inches |
|--------------------------------------------------------------------|--------|
| Bumper to Back of Cab (BBC)                                        | 106.3  |
| Bumper to Centerline of Front Axle (BA)                            | 40.7   |
| Front Axle to Back of Cab (AC)                                     | 65.6   |
| Min. Cab to Body Clearance (CB)                                    | 3.0    |
| Back of Cab to Centerline of Rear Axle(s) (CA)                     | 84.1   |
| Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA) | 81.1   |
| Back of Cab Protrusions (Exhaust/Intake) (CP)                      | 2.0    |
| Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)             | 0.0    |
| Back of Cab Protrusions (CNG Tank)                                 | 0.0    |
| Back of Cab Clearance (CL)                                         | 3.0    |
| Back of Cab to End of Frame                                        | 147.0  |
| Cab Height (CH)                                                    | 63.2   |
| Wheelbase (WB)                                                     | 149.6  |
| Frame Overhang (OH)                                                | 63.0   |
| Overall Frame Length                                               | 251.6  |
| Overall Length (OAL)                                               | 253.3  |
| Rear Axle Spacing                                                  | 0.0    |
| Unladen Frame Height at Centerline of Rear Axle                    | 40.9   |

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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## S P E C I F I C A T I O N   P R O P O S A L

| Data Code                    | Description                                                                                     | Weight<br>Front | Weight<br>Rear |
|------------------------------|-------------------------------------------------------------------------------------------------|-----------------|----------------|
| <b>Price Level</b>           |                                                                                                 |                 |                |
| PRL-28M                      | M2 PRL-28M (EFF:MY25 ORDERS)                                                                    |                 |                |
| <b>Data Version</b>          |                                                                                                 |                 |                |
| DRL-025                      | SPECPRO21 DATA RELEASE VER 025                                                                  |                 |                |
| <b>Vehicle Configuration</b> |                                                                                                 |                 |                |
| 001-172                      | M2 106 PLUS CONVENTIONAL CHASSIS                                                                | 5,709           | 3,450          |
| 004-225                      | 2025 MODEL YEAR SPECIFIED                                                                       |                 |                |
| 002-004                      | SET BACK AXLE - TRUCK                                                                           |                 |                |
| 019-006                      | TRAILER TOWING PROVISION AT END OF<br>FRAME WITH SAE J560                                       | 10              | 10             |
| 003-001                      | LH PRIMARY STEERING LOCATION                                                                    |                 |                |
| <b>General Service</b>       |                                                                                                 |                 |                |
| AA1-003                      | TRUCK/TRAILER CONFIGURATION                                                                     |                 |                |
| AA6-002                      | DOMICILED, USA (EXCLUDING CALIFORNIA AND<br>CARB OPT-IN STATES)                                 |                 |                |
| 99D-010                      | NO 2008 CARB EMISSION CERTIFICATION                                                             |                 |                |
| AF2-998                      | NONE                                                                                            |                 |                |
| A85-011                      | CONSTRUCTION SERVICE                                                                            |                 |                |
| A84-1CO                      | CONSTRUCTION BUSINESS SEGMENT                                                                   |                 |                |
| AA4-010                      | DIRT/SAND/ROCK COMMODITY                                                                        |                 |                |
| AA5-002                      | TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN<br>TRANSIT, IS SPENT ON PAVED ROADS                    |                 |                |
| AB1-008                      | MAXIMUM 8% EXPECTED GRADE                                                                       |                 |                |
| AB5-001                      | SMOOTH CONCRETE OR ASPHALT PAVEMENT -<br>MOST SEVERE IN-TRANSIT (BETWEEN SITES)<br>ROAD SURFACE |                 |                |
| 995-091                      | MEDIUM TRUCK WARRANTY                                                                           |                 |                |
| A66-99D                      | EXPECTED FRONT AXLE(S) LOAD : 13300.0 lbs                                                       |                 |                |
| A68-99D                      | EXPECTED REAR DRIVE AXLE(S) LOAD :<br>23000.0 lbs                                               |                 |                |
| A63-99D                      | EXPECTED GROSS VEHICLE WEIGHT CAPACITY<br>: 36300.0 lbs                                         |                 |                |



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| Data Code                    | Description                                                                                           | Weight Front | Weight Rear |
|------------------------------|-------------------------------------------------------------------------------------------------------|--------------|-------------|
| A70-99D                      | EXPECTED GROSS COMBINATION WEIGHT :<br>80000.0 lbs                                                    |              |             |
| <b>Truck Service</b>         |                                                                                                       |              |             |
| AA3-004                      | END DUMP BODY                                                                                         |              |             |
| AF3-1V4                      | GODWIN MANUFACTURING COMPANY                                                                          |              |             |
| AF7-99D                      | EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE<br>FRAME "XX" INCHES : 32.0 in                                  |              |             |
| <b>Engine</b>                |                                                                                                       |              |             |
| 101-21Y                      | CUM B6.7 325 HP @ 2400 RPM, 2600 GOV, 750<br>LB-FT @ 1800 RPM                                         |              |             |
| <b>Electronic Parameters</b> |                                                                                                       |              |             |
| 79A-070                      | 70 MPH ROAD SPEED LIMIT                                                                               |              |             |
| 79B-000                      | CRUISE CONTROL SPEED LIMIT SAME AS ROAD<br>SPEED LIMIT                                                |              |             |
| 79S-007                      | PTO MODE CANCEL VEHICLE SPEED - 20 MPH                                                                |              |             |
| 79U-001                      | PTO GOVERNOR RAMP RATE - 25 RPM PER<br>SECOND                                                         |              |             |
| 79V-001                      | FUEL DOSING OF AFTERTREATMENT ENABLED<br>IN PTO MODE-CLEANS HYDROCARBONS AT<br>HIGH TEMPERATURES ONLY |              |             |
| 80G-002                      | PTO MINIMUM RPM - 700                                                                                 |              |             |
| 80J-002                      | REGEN INHIBIT SPEED THRESHOLD - 5 MPH                                                                 |              |             |
| N 80S-004                    | PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING                                                              |              |             |
| <b>Engine Equipment</b>      |                                                                                                       |              |             |
| 99C-021                      | 2010 EPA/CARB/GHG21 CONFIGURATION                                                                     |              |             |
| 13E-001                      | STANDARD OIL PAN                                                                                      |              |             |
| 105-001                      | ENGINE MOUNTED OIL CHECK AND FILL                                                                     |              |             |
| 014-099                      | SIDE OF HOOD AIR INTAKE WITH FIREWALL<br>MOUNTED DONALDSON AIR CLEANER                                |              |             |
| 124-1D7                      | DR 12V 160 AMP 28-SI QUADRAMOUNT PAD<br>ALTERNATOR WITH REMOTE BATTERY VOLT<br>SENSE                  |              |             |
| 292-205                      | (2) DTNA GENUINE, FLOODED STARTING, MIN<br>1900CCA, 350RC, THREADED STUD BATTERIES                    |              |             |
| 290-017                      | BATTERY BOX FRAME MOUNTED                                                                             |              |             |
| 281-001                      | STANDARD BATTERY JUMPERS                                                                              |              |             |
| 282-001                      | SINGLE BATTERY BOX FRAME MOUNTED LH<br>SIDE UNDER CAB                                                 |              |             |
| 291-017                      | WIRE GROUND RETURN FOR BATTERY CABLES<br>WITH ADDITIONAL FRAME GROUND RETURN                          |              |             |
| 289-001                      | NON-POLISHED BATTERY BOX COVER                                                                        |              |             |



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| Data Code | Description                                                                                                           | Weight Front | Weight Rear |
|-----------|-----------------------------------------------------------------------------------------------------------------------|--------------|-------------|
| 293-060   | POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH WITH LOCKING PROVISION MOUNTED OUTBOARD DRIVER SEAT          | 2            |             |
| 295-029   | POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER                                            | 2            |             |
| 306-015   | PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS                                              |              |             |
| 107-032   | CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE                                               |              |             |
| 108-002   | STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR                                                                           |              |             |
| 131-013   | AIR COMPRESSOR DISCHARGE LINE                                                                                         |              |             |
| 152-041   | ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM                                                                 |              |             |
| 128-076   | CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF                                                     |              |             |
| 016-1C3   | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE                  |              |             |
| 28F-014   | ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER |              |             |
| 239-001   | STANDARD EXHAUST SYSTEM LENGTH                                                                                        |              |             |
| 237-052   | RH STANDARD HORIZONTAL TAILPIPE                                                                                       |              |             |
| 23U-001   | 6 GALLON DIESEL EXHAUST FLUID TANK                                                                                    |              |             |
| 30N-003   | 100 PERCENT DIESEL EXHAUST FLUID FILL                                                                                 |              |             |
| 43X-002   | LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION                                                            |              |             |
| 23Y-001   | STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING                                                                           |              |             |
| 43Y-001   | STANDARD DIESEL EXHAUST FLUID TANK CAP                                                                                |              |             |
| 273-058   | AIR POWERED ON/OFF ENGINE FAN CLUTCH                                                                                  |              |             |
| 276-001   | AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED                                                         |              |             |
| 110-003   | CUMMINS SPIN ON FUEL FILTER                                                                                           |              |             |
| 118-001   | FULL FLOW OIL FILTER                                                                                                  |              |             |
| 266-100   | 700 SQUARE INCH ALUMINUM RADIATOR                                                                                     |              |             |
| 103-039   | ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT                                             |              |             |
| 171-007   | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT                                                                         |              |             |





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| Data Code | Description                                                  | Weight<br>Front | Weight<br>Rear |
|-----------|--------------------------------------------------------------|-----------------|----------------|
| 172-001   | CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES               |                 |                |
| 270-016   | RADIATOR DRAIN VALVE                                         |                 |                |
| 168-002   | LOWER RADIATOR GUARD                                         |                 |                |
| 138-032   | PHILLIPS-TEMRO 750 WATT/240 VOLT BLOCK HEATER                | 4               |                |
| 140-053   | BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR |                 |                |
| 134-001   | ALUMINUM FLYWHEEL HOUSING                                    |                 |                |
| 132-004   | ELECTRIC GRID AIR INTAKE WARMER                              |                 |                |
| 155-057   | DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH       |                 |                |

#### Transmission

|         |                                                            |     |    |
|---------|------------------------------------------------------------|-----|----|
| 342-584 | ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION | 200 | 60 |
|---------|------------------------------------------------------------|-----|----|

#### Transmission Equipment

|         |                                                                                                                  |
|---------|------------------------------------------------------------------------------------------------------------------|
| 343-321 | ALLISON VOCATIONAL PACKAGE 169 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS               |
| 84B-012 | ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES                    |
| 84C-023 | PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY   |
| 84D-023 | SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY |
| 84E-000 | PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE              |
| 84F-000 | SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE            |
| 84G-000 | PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE                 |
| 84H-000 | SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE               |
| 84J-000 | ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE        |



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| Data Code | Description                                                                                                                  | Weight Front | Weight Rear |
|-----------|------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|
| 84K-000   | ENGINE BRAKE RANGE ALTERNATE<br>PRESELECT RECOMMENDED BY DTNA AND<br>ALLISON, THIS DEFINED BY ENGINE AND<br>VOCATIONAL USAGE |              |             |
| 84N-200   | FUEL SENSE 2.0 DISABLED - PERFORMANCE -<br>TABLE BASED                                                                       |              |             |
| 84U-000   | DRIVER SWITCH INPUT - DEFAULT - NO<br>SWITCHES                                                                               |              |             |
| 84V-001   | DIRECTION CHANGE ENABLED WITH<br>MULTIPLEXED SERVICE BRAKES - ALLISON 5TH<br>GEN TRANSMISSIONS                               |              |             |
| 353-075   | QUICKFIT BODY LIGHTING CONNECTOR AT<br>END OF FRAME, WITH CAP                                                                |              |             |
| 34C-011   | ELECTRONIC TRANSMISSION WIRING TO<br>CUSTOMER INTERFACE CONNECTOR                                                            |              |             |
| 362-823   | CUSTOMER INSTALLED CHELSEA 280 SERIES<br>PTO                                                                                 |              |             |
| 363-001   | PTO MOUNTING, LH SIDE OF MAIN<br>TRANSMISSION ALLISON                                                                        |              |             |
| 341-018   | MAGNETIC PLUGS, ENGINE DRAIN,<br>TRANSMISSION DRAIN, AXLE(S) FILL AND<br>DRAIN                                               |              |             |
| 345-003   | PUSH BUTTON ELECTRONIC SHIFT CONTROL,<br>DASH MOUNTED                                                                        |              |             |
| 97G-004   | TRANSMISSION PROGNOSTICS - ENABLED 2013                                                                                      |              |             |
| 370-015   | WATER TO OIL TRANSMISSION COOLER, IN<br>RADIATOR END TANK                                                                    |              |             |
| 346-003   | TRANSMISSION OIL CHECK AND FILL WITH<br>ELECTRONIC OIL LEVEL CHECK                                                           |              |             |
| 35T-001   | SYNTHETIC TRANSMISSION FLUID (TES-295<br>COMPLIANT)                                                                          |              |             |

#### Front Axle and Equipment

|         |                                                                                     |   |
|---------|-------------------------------------------------------------------------------------|---|
| 400-1A7 | DETROIT DA-F-13.3-3 13,300# FF1 71.5 KPI/3.74<br>DROP SINGLE FRONT AXLE             |   |
| 402-021 | MERITOR 15X5 Q+ CAST SPIDER CAM FRONT<br>BRAKES, DOUBLE ANCHOR, FABRICATED<br>SHOES |   |
| 403-002 | NON-ASBESTOS FRONT BRAKE LINING                                                     |   |
| 419-001 | CAST IRON OUTBOARD FRONT BRAKE DRUMS                                                |   |
| 427-001 | FRONT BRAKE DUST SHIELDS                                                            | 5 |
| 409-006 | FRONT OIL SEALS                                                                     |   |
| 408-001 | VENTED FRONT HUB CAPS WITH WINDOW,<br>CENTER AND SIDE PLUGS - OIL                   |   |
| 416-022 | STANDARD SPINDLE NUTS FOR ALL AXLES                                                 |   |

Application Version 11.9.502  
Data Version PRL-28M.025  
MY25 Harrisburg SADump



01/15/2024 1:33 PM

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| Data Code                      | Description                                                                               | Weight Front | Weight Rear |
|--------------------------------|-------------------------------------------------------------------------------------------|--------------|-------------|
| 405-002                        | MERITOR AUTOMATIC FRONT SLACK ADJUSTERS                                                   |              |             |
| 536-050                        | TRW THP-60 POWER STEERING                                                                 |              |             |
| 539-003                        | POWER STEERING PUMP                                                                       |              |             |
| 534-015                        | 2 QUART SEE THROUGH POWER STEERING RESERVOIR                                              |              |             |
| 40T-001                        | MINERAL SAE 80/90 FRONT AXLE LUBE                                                         |              |             |
| <b>Front Suspension</b>        |                                                                                           |              |             |
| 620-010                        | 14,600# TAPERLEAF FRONT SUSPENSION                                                        | 170          |             |
| 619-005                        | MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION                                       |              |             |
| 410-001                        | FRONT SHOCK ABSORBERS                                                                     |              |             |
| <b>Rear Axle and Equipment</b> |                                                                                           |              |             |
| 420-051                        | RS-23-160 23,000# R-SERIES SINGLE REAR AXLE                                               |              | 180         |
| 421-614                        | 6.14 REAR AXLE RATIO                                                                      |              |             |
| 424-001                        | IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING                                         |              |             |
| 386-094                        | RPL14 MERITOR SERVICE-FREE MAIN DRIVELINE WITH HALF ROUND (17T) YOKES                     | -20          | -20         |
| 452-001                        | DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE                                |              | 20          |
| 878-018                        | (1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE                  |              |             |
| 87B-008                        | INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH                                      |              |             |
| 423-033                        | MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES |              |             |
| 433-002                        | NON-ASBESTOS REAR BRAKE LINING                                                            |              |             |
| 434-012                        | BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)                                     |              |             |
| 451-023                        | CONMET CAST IRON REAR BRAKE DRUMS                                                         |              |             |
| 425-002                        | REAR BRAKE DUST SHIELDS                                                                   |              | 5           |
| 440-006                        | REAR OIL SEALS                                                                            |              |             |
| 426-100                        | WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS                           |              |             |
| 428-002                        | MERITOR AUTOMATIC REAR SLACK ADJUSTERS                                                    |              |             |
| 41T-002                        | CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE                                         |              |             |
| <b>Rear Suspension</b>         |                                                                                           |              |             |



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| Data Code                     | Description                                                                                              | Weight<br>Front | Weight<br>Rear |
|-------------------------------|----------------------------------------------------------------------------------------------------------|-----------------|----------------|
| 622-003                       | 23,000# FLAT LEAF SPRING REAR SUSPENSION<br>WITH HELPER AND RADIUS ROD                                   |                 | 120            |
| 621-001                       | SPRING SUSPENSION - NO AXLE SPACERS                                                                      |                 |                |
| 431-001                       | STANDARD AXLE SEATS IN AXLE CLAMP<br>GROUP                                                               |                 |                |
| 623-005                       | FORE/AFT CONTROL RODS                                                                                    |                 |                |
| <b>Pusher / Tag Equipment</b> |                                                                                                          |                 |                |
| 429-998                       | NO PUSHER/TAG BRAKE DUST SHIELDS                                                                         |                 |                |
| <b>Brake System</b>           |                                                                                                          |                 |                |
| 018-002                       | AIR BRAKE PACKAGE                                                                                        |                 |                |
| 490-121                       | WABCO 4S/4M ABS WITH TRACTION CONTROL                                                                    |                 |                |
| 871-001                       | REINFORCED NYLON, FABRIC BRAID AND WIRE<br>BRAID CHASSIS AIR LINES                                       |                 |                |
| 904-001                       | FIBER BRAID PARKING BRAKE HOSE                                                                           |                 |                |
| 412-001                       | STANDARD BRAKE SYSTEM VALVES                                                                             |                 |                |
| 46D-002                       | STANDARD AIR SYSTEM PRESSURE<br>PROTECTION SYSTEM                                                        |                 |                |
| 413-002                       | STD U.S. FRONT BRAKE VALVE                                                                               |                 |                |
| 432-003                       | RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,<br>NO REAR PROPORTIONING VALVE                                  |                 |                |
| 480-088                       | WABCO SYSTEM SAVER HP WITH INTEGRAL<br>AIR GOVERNOR AND HEATER                                           |                 |                |
| 479-012                       | AIR DRYER MOUNTED UNDER HOOD                                                                             |                 |                |
| 460-001                       | STEEL AIR BRAKE RESERVOIRS                                                                               |                 |                |
| 477-001                       | PULL CABLE ON WET TANK, PETCOCK DRAIN<br>VALVES ON ALL OTHER AIR TANKS                                   |                 |                |
| <b>Trailer Connections</b>    |                                                                                                          |                 |                |
| 481-998                       | NO TRAILER AIR HOSE                                                                                      |                 |                |
| 476-998                       | NO AIR HOSE HANGER                                                                                       |                 |                |
| 914-001                       | AIR CONNECTIONS TO END OF FRAME WITH<br>GLAD HANDS FOR TRUCK AND NO DUST<br>COVERS                       |                 |                |
| 296-010                       | PRIMARY CONNECTOR/RECEPTACLE WIRED<br>FOR SEPARATE STOP/TURN, ABS CENTER PIN<br>POWERED THROUGH IGNITION |                 |                |
| 303-025                       | SAE J560 7-WAY PRIMARY TRAILER CABLE<br>RECEPTACLE MOUNTED END OF FRAME                                  |                 |                |
| 310-998                       | NO TRAILER ELECTRICAL CABLE                                                                              |                 |                |
| <b>Wheelbase &amp; Frame</b>  |                                                                                                          |                 |                |
| 545-380                       | 3800MM (150 INCH) WHEELBASE                                                                              |                 |                |



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**NCSA BID#24-08-0421**

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| Data Code | Description                                                                      | Weight Front | Weight Rear |
|-----------|----------------------------------------------------------------------------------|--------------|-------------|
| 546-100   | 11/32X3-1/2X10-3/16 INCH STEEL FRAME<br>(8.73MMX258.8MM/0.344X10.19 INCH) 120KSI | -200         | 130         |
| 552-030   | 1600MM (63 INCH) REAR FRAME OVERHANG                                             |              |             |
| 55W-006   | FRAME OVERHANG RANGE: 61 INCH TO 70 INCH                                         |              |             |
| 549-093   | 8 INCH BOLT ON FRONT FRAME EXTENSION                                             | 55           |             |
| AC8-99D   | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :<br>84.06 in                           |              |             |
| AE8-99D   | CALCULATED EFFECTIVE BACK OF CAB TO<br>REAR SUSPENSION C/L (CA) : 81.06 in       |              |             |
| AE4-99D   | CALC'D FRAME LENGTH - OVERALL : 251.57 in                                        |              |             |
| FSS-0LH   | CALCULATED FRAME SPACE LH SIDE : 49.34 in                                        |              |             |
| FSS-0RH   | CALCULATED FRAME SPACE RH SIDE : 51.44 in                                        |              |             |
| 553-001   | SQUARE END OF FRAME                                                              |              |             |
| 550-001   | FRONT CLOSING CROSSMEMBER                                                        |              |             |
| 559-001   | STANDARD WEIGHT ENGINE CROSSMEMBER                                               |              |             |
| 561-001   | STANDARD CROSSMEMBER BACK OF<br>TRANSMISSION                                     |              |             |
| 562-001   | STANDARD MIDSHIP #1 CROSSMEMBER(S)                                               |              |             |
| 572-001   | STANDARD REARMOST CROSSMEMBER                                                    |              |             |
| 565-001   | STANDARD SUSPENSION CROSSMEMBER                                                  |              |             |

#### Chassis Equipment

|         |                                                                                                |    |
|---------|------------------------------------------------------------------------------------------------|----|
| 556-1AP | THREE-PIECE 14 INCH PAINTED STEEL<br>BUMPER WITH COLLAPSIBLE ENDS                              | 30 |
| 558-001 | FRONT TOW HOOKS - FRAME MOUNTED                                                                | 15 |
| 574-011 | SINGLE LICENSE PLATE BUMPER MOUNTING<br>ON LH SIDE                                             |    |
| 585-998 | NO MUDFLAP BRACKETS                                                                            |    |
| 590-998 | NO REAR MUDFLAPS                                                                               |    |
| 586-024 | FENDER AND FRONT OF HOOD MOUNTED<br>FRONT MUDFLAPS                                             |    |
| 551-007 | GRADE 8 THREADED HEX HEADED FRAME<br>FASTENERS                                                 |    |
| 44Z-002 | EXTERIOR HARNESSSES WRAPPED IN<br>ABRASION TAPE                                                |    |
| 607-001 | CLEAR FRAME RAILS FROM BACK OF CAB TO<br>FRONT REAR SUSPENSION BRACKET, BOTH<br>RAILS OUTBOARD |    |

#### Fifth Wheel

|         |                |
|---------|----------------|
| 578-998 | NO FIFTH WHEEL |
|---------|----------------|

#### Fuel Tanks

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| Data Code           | Description                                                                                | Weight Front | Weight Rear |
|---------------------|--------------------------------------------------------------------------------------------|--------------|-------------|
| 204-215             | 50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH                              | 20           |             |
| 218-005             | RECTANGULAR FUEL TANK(S)                                                                   |              |             |
| 215-005             | PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS                     |              |             |
| 212-007             | FUEL TANK(S) FORWARD                                                                       |              |             |
| 664-001             | PLAIN STEP FINISH                                                                          |              |             |
| 205-001             | FUEL TANK CAP(S)                                                                           |              |             |
| 122-1J2             | DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER                     | -5           |             |
| 216-020             | EQUIFLO INBOARD FUEL SYSTEM                                                                |              |             |
| 202-016             | HIGH TEMPERATURE REINFORCED NYLON FUEL LINE                                                |              |             |
| <b>Tires</b>        |                                                                                            |              |             |
| 093-14V             | CONTINENTAL HDL3 LTL 11R22.5 14 PLY RADIAL FRONT TIRES                                     | 30           |             |
| 094-12P             | CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES                                         |              | 92          |
| <b>Hubs</b>         |                                                                                            |              |             |
| 418-060             | CONMET PRESET PLUS PREMIUM IRON FRONT HUBS                                                 |              |             |
| 450-060             | CONMET PRESET PLUS PREMIUM IRON REAR HUBS                                                  |              |             |
| <b>Wheels</b>       |                                                                                            |              |             |
| 502-545             | MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 6.13 INSET 2-HAND HD STEEL DISC FRONT WHEELS    | 40           |             |
| 505-545             | MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS                |              | 80          |
| 496-011             | FRONT WHEEL MOUNTING NUTS                                                                  |              |             |
| 497-011             | REAR WHEEL MOUNTING NUTS                                                                   |              |             |
| <b>Cab Exterior</b> |                                                                                            |              |             |
| 829-071             | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB                                           |              |             |
| 650-008             | AIR CAB MOUNTING                                                                           |              |             |
| 648-002             | NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE                                               |              |             |
| 678-001             | LH AND RH GRAB HANDLES                                                                     |              |             |
| 646-046             | STATIONARY MOLDED IN COLOR FULL GRILLE FOR CHASSIS WITHOUT INTEGRAL FRONT FRAME EXTENSIONS |              |             |



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| Data Code | Description                                                                                   | Weight<br>Front | Weight<br>Rear |
|-----------|-----------------------------------------------------------------------------------------------|-----------------|----------------|
| 65X-011   | MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE                                                  |                 |                |
| 644-004   | FIBERGLASS HOOD                                                                               |                 |                |
| 690-002   | TUNNEL/FIREWALL LINER                                                                         |                 |                |
| 727-1AF   | SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK                                            | 4               |                |
| 726-001   | SINGLE ELECTRIC HORN                                                                          |                 |                |
| 728-001   | SINGLE HORN SHIELD                                                                            |                 |                |
| 575-001   | REAR LICENSE PLATE MOUNT END OF FRAME                                                         |                 |                |
| 312-043   | INTEGRAL HEADLIGHT/MARKER ASSEMBLY                                                            |                 |                |
| 302-047   | LED AERODYNAMIC MARKER LIGHTS                                                                 |                 |                |
| 314-823   | WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH SINGLE CONNECTION AT LH FORWARD |                 |                |
| 311-001   | DAYTIME RUNNING LIGHTS                                                                        |                 |                |
| 294-1AY   | INTEGRAL LED STOP/TAIL/BACKUP LIGHTS                                                          |                 |                |
| 300-015   | STANDARD FRONT TURN SIGNAL LAMPS                                                              |                 |                |
| 744-1BK   | DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE                          |                 |                |
| 797-001   | DOOR MOUNTED MIRRORS                                                                          |                 |                |
| 796-001   | 102 INCH EQUIPMENT WIDTH                                                                      |                 |                |
| 743-1AP   | LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS                 |                 |                |
| 729-001   | STANDARD SIDE/REAR REFLECTORS                                                                 |                 |                |
| 768-043   | 63X14 INCH TINTED REAR WINDOW                                                                 |                 |                |
| 661-003   | TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS                            |                 |                |
| 654-011   | RH AND LH ELECTRIC POWERED WINDOWS                                                            |                 |                |
| 663-013   | 1-PIECE SOLAR GREEN GLASS WINDSHIELD                                                          |                 |                |
| 659-019   | 2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED             |                 |                |

#### Cab Interior

|         |                                               |
|---------|-----------------------------------------------|
| 055-017 | PROFESSIONAL TRIM PACKAGE                     |
| 707-105 | MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL" |
| 70K-016 | CARBON WITH BASE BLACK ACCENT                 |
| 706-013 | MOLDED PLASTIC DOOR PANEL                     |
| 708-013 | MOLDED PLASTIC DOOR PANEL                     |
| 772-006 | BLACK MATS WITH SINGLE INSULATION             |

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| Data Code | Description                                                                                                      | Weight<br>Front | Weight<br>Rear |
|-----------|------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| 785-034   | ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET                                       |                 |                |
| 691-001   | FORWARD ROOF MOUNTED CONSOLE                                                                                     |                 |                |
| 693-035   | LH AND RH KICKPLATES                                                                                             |                 |                |
| 738-021   | DIGITAL ALARM CLOCK IN DRIVER DISPLAY                                                                            |                 |                |
| 742-007   | (2) CUP HOLDERS LH AND RH DASH                                                                                   |                 |                |
| 680-029   | M2/SD DASH                                                                                                       |                 |                |
| 720-002   | 2-1/2 LB. FIRE EXTINGUISHER                                                                                      | 5               |                |
| 700-002   | HEATER, DEFROSTER AND AIR CONDITIONER                                                                            |                 |                |
| 701-001   | STANDARD HVAC DUCTING                                                                                            |                 |                |
| 703-005   | MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH                                                                     |                 |                |
| 170-015   | STANDARD HEATER PLUMBING                                                                                         |                 |                |
| 130-041   | VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR                                                                      |                 |                |
| 702-002   | BINARY CONTROL, R-134A                                                                                           |                 |                |
| 739-033   | STANDARD INSULATION                                                                                              |                 |                |
| 285-013   | SOLID-STATE CIRCUIT PROTECTION AND FUSES                                                                         |                 |                |
| 280-007   | 12V NEGATIVE GROUND ELECTRICAL SYSTEM                                                                            |                 |                |
| 324-1B3   | STANDARD LED CAB LIGHTING                                                                                        |                 |                |
| 787-998   | NO SECURITY DEVICE                                                                                               |                 |                |
| 657-001   | DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME                                                                    |                 |                |
| 78G-003   | KEY QUANTITY OF 3                                                                                                |                 |                |
| 655-005   | LH AND RH ELECTRIC DOOR LOCKS                                                                                    |                 |                |
| 722-002   | TRIANGULAR REFLECTORS WITHOUT FLARES                                                                             | 10              |                |
| 756-338   | BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION | 30              |                |
| 760-337   | BASIC ISRINGHAUSEN HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT                                              |                 |                |
| 759-006   | DUAL DRIVER SEAT ARMRESTS AND INBOARD PASSENGER SEAT ARMREST                                                     | 6               |                |
| 711-004   | LH AND RH INTEGRAL DOOR PANEL ARMRESTS                                                                           |                 |                |
| 758-1AK   | BLACK VINYL DRIVER SEAT COVER                                                                                    |                 |                |
| 761-1AK   | BLACK VINYL PASSENGER SEAT COVER                                                                                 |                 |                |
| 763-102   | HIGH VISIBILITY ORANGE SEAT BELTS                                                                                |                 |                |
| 532-002   | ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN                                                                  |                 |                |



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| Data Code | Description                                                | Weight<br>Front | Weight<br>Rear |
|-----------|------------------------------------------------------------|-----------------|----------------|
| 540-044   | 4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES |                 |                |
| 765-002   | DRIVER AND PASSENGER INTERIOR SUN VISORS                   |                 |                |

#### Instruments & Controls

|         |                                                                                              |  |   |
|---------|----------------------------------------------------------------------------------------------|--|---|
| 106-002 | ELECTRONIC ACCELERATOR CONTROL                                                               |  |   |
| 734-024 | INTEGRATED UPPER & LOWER STORAGE PANELS                                                      |  |   |
| 87L-001 | ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK                                            |  |   |
| 870-001 | BLACK GAUGE BEZELS                                                                           |  |   |
| 486-001 | LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM                                           |  |   |
| 840-001 | DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE                                         |  |   |
| 198-025 | INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS                                 |  |   |
| 721-003 | 87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM                            |  | 3 |
| 149-015 | ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES                             |  |   |
| 156-007 | KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY |  |   |
| 811-044 | PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY                                   |  |   |
| 81B-003 | DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY                                           |  |   |
| 160-038 | HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH                     |  |   |
| 844-001 | 2 INCH ELECTRIC FUEL GAUGE                                                                   |  |   |
| 148-072 | ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS                                          |  |   |
| 48H-003 | QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS                                  |  |   |
| 4C0-998 | NO ADDITIONAL EXTRA SWITCH ACCUATORS                                                         |  |   |
| 48C-003 | QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP                              |  |   |
| 163-014 | ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR                          |  |   |
| 856-001 | ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE                                                  |  |   |
| 864-001 | 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE                                                    |  |   |



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| Data Code | Description                                                                                                                         | Weight<br>Front | Weight<br>Rear |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| 867-004   | ELECTRONIC OUTSIDE TEMPERATURE<br>SENSOR DISPLAY IN DRIVER MESSAGE<br>CENTER                                                        |                 |                |
| 830-017   | ENGINE AND TRIP HOUR METERS INTEGRAL<br>WITHIN DRIVER DISPLAY                                                                       |                 |                |
| 372-123   | PTO CONTROLS FOR ENHANCED VEHICLE<br>ELECTRIC/ELECTRONIC ARCHITECTURE                                                               |                 |                |
| 736-998   | NO OBSTACLE DETECTION SYSTEM                                                                                                        |                 |                |
| 72J-998   | NO DR ASSIST SYSTEM                                                                                                                 |                 |                |
| 49B-998   | NO VEHICLE STABILITY ADVISOR OR CONTROL                                                                                             |                 |                |
| 73B-998   | NO LANE DEPARTURE WARNING SYSTEM                                                                                                    |                 |                |
| 852-002   | ELECTRIC ENGINE OIL PRESSURE GAUGE                                                                                                  |                 |                |
| 35M-010   | QUICKFIT PROGRAMMABLE INTERFACE<br>MODULE                                                                                           | 10              |                |
| 746-137   | AM/FM/WB WORLD TUNER RADIO WITH<br>BLUETOOTH, USB AND AUXILIARY INPUTS,<br>J1939                                                    |                 |                |
| 747-001   | DASH MOUNTED RADIO                                                                                                                  |                 |                |
| 750-002   | (2) RADIO SPEAKERS IN CAB                                                                                                           |                 |                |
| 753-001   | AM/FM ANTENNA MOUNTED ON FORWARD LH<br>ROOF                                                                                         |                 |                |
| 748-006   | POWER AND GROUND WIRING PROVISION<br>OVERHEAD                                                                                       |                 |                |
| 749-001   | ROOF/OVERHEAD CONSOLE CB RADIO<br>PROVISION                                                                                         |                 |                |
| 74D-006   | STANDARD RADIO WIRING WITH STEERING<br>WHEEL CONTROLS                                                                               |                 |                |
| 810-027   | ELECTRONIC MPH SPEEDOMETER WITH<br>SECONDARY KPH SCALE, WITHOUT<br>ODOMETER                                                         |                 |                |
| 817-001   | STANDARD VEHICLE SPEED SENSOR                                                                                                       |                 |                |
| 812-001   | ELECTRONIC 3000 RPM TACHOMETER                                                                                                      |                 |                |
| 813-1C8   | DETROIT CONNECT PLATFORM HARDWARE                                                                                                   |                 |                |
| 8D1-303   | 3 YEARS DAIMLER CONNECTIVITY BASE<br>PACKAGE (FEATURES VARY BY MODEL)<br>POWERED BY DETROIT CONNECT                                 |                 |                |
| 6TS-008   | (2) TMC RP1226 ACCESSORY CONNECTORS: (1)<br>LOCATED BEHIND PASSENGER SIDE<br>REMOVABLE DASH PANEL (1) CENTER OF<br>OVERHEAD CONSOLE |                 |                |
| 162-002   | IGNITION SWITCH CONTROLLED ENGINE STOP                                                                                              |                 |                |
| 329-126   | ONE EXTRA HARDWIRED SWITCH IN DASH,<br>ROUTE TO UNDER CAB, BLUNTCUT                                                                 |                 |                |
| 4C1-026   | HARDWIRE SWITCH #1, ON/OFF LATCHING, 10<br>AMPS BATTERY POWER                                                                       |                 |                |

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| Data Code | Description                                                                                       | Weight Front | Weight Rear |
|-----------|---------------------------------------------------------------------------------------------------|--------------|-------------|
| 81Y-005   | PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY                                               |              |             |
| 264-030   | (1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN                                          |              |             |
| 482-001   | BW TRACTOR PROTECTION VALVE                                                                       |              |             |
| 883-001   | TRAILER HAND CONTROL BRAKE VALVE                                                                  |              |             |
| 836-015   | DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY                                              |              |             |
| 660-008   | SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY                                                 |              |             |
| 304-030   | ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS |              |             |
| 882-021   | TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR          |              |             |
| 299-020   | SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT             |              |             |
| 298-046   | INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY       |              |             |

#### Design

|         |                        |
|---------|------------------------|
| 065-000 | PAINT: ONE SOLID COLOR |
|---------|------------------------|

#### Color

|         |                                                                    |
|---------|--------------------------------------------------------------------|
| 980-5F6 | CAB COLOR A: L0006EY WHITE ELITE EY                                |
| 986-020 | BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT                      |
| 962-972 | POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) |
| 966-972 | POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  |
| 964-6Z7 | BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX                    |
| 969-998 | NO CAB/BODY EXTERIOR DECALS                                        |
| 963-003 | STANDARD E COAT/UNDERCOATING                                       |

#### Certification / Compliance

|         |                                                             |
|---------|-------------------------------------------------------------|
| 996-001 | U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS |
|---------|-------------------------------------------------------------|

#### Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED



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## TOTAL VEHICLE SUMMARY

### Weight Summary

|                             | Weight<br>Front | Weight<br>Rear | Total<br>Weight |
|-----------------------------|-----------------|----------------|-----------------|
| Factory Weight <sup>+</sup> | 6132 lbs        | 4130 lbs       | 10262 lbs       |
| Dealer Installed Options    | 0 lbs           | 0 lbs          | 0 lbs           |
| Total Weight <sup>+</sup>   | 6132 lbs        | 4130 lbs       | 10262 lbs       |

### Dealer Installed Options

|                                  | Weight<br>Front | Weight<br>Rear |
|----------------------------------|-----------------|----------------|
| GODWIN 10' STEEL DUMP W SNOWPLOW | 0               | 0              |
| Total Dealer Installed Options   | 0 lbs           | 0 lbs          |

(+) Weights shown are estimates only.  
 If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.





## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration of a 20-year extension to the Interjurisdictional Pretreatment Agreement with WSACC

#### **Presenting Personnel:**

Mallory Hodgson, Public Works Director

#### **Suggested Motion or Action:**

If approved, motion to allow the Town Manager to execute the agreement with WSACC on behalf of the Town.

#### **Description/Background:**

The Town maintains an agreement with WSACC for the operations of the multi-jurisdictional wastewater collection system and treatment facilities, which services include the treatment of wastewater within the Town of Harrisburg. The Town had an agreement with WSACC that was executed in April 2003 and expired December 31, 2023. The Town and WSACC seek to extend the contract language another twenty years, to expire on Dec 31, 2043. An interlocal agreement for the operations of the treatment plant is required by NCDEQ. Through the agreement, WSACC agrees to provide, implement, and maintain an approved pretreatment program, amend its sewer use ordinance as required to remain consistent with state and federal regulations, and require that industrial discharge maintain standards established within WSACC's sewer use ordinance. The language from the original agreement is largely unchanged except to establish consistency with current regulations.

#### **Recommendation:**

Staff recommends approval of the attached contract with WSACC.

#### **Fiscal Impact:**

The Town agrees to pay the annually-approved rate structure by WSACC for both fixed and variable treatment costs for the next 20 years as a result of this agreement.

#### **Attachments:**

1. Harrisburg Pretreatment Agreement 4854-4974-9536 v.1 (Eff 2003)
2. Proposed - Interjurisdictional Pretreatment Agreement 2023 Harrisburg 4887-0372-5963 v.1

**STATE OF NORTH CAROLINA  
CABARRUS COUNTY**

**INTERJURISDICTIONAL  
PRETREATMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this 14<sup>th</sup> day of April, 2003, by and between the **TOWN OF HARRISBURG**, hereinafter referred to as **HARRISBURG**, and the **WATER AND SEWER AUTHORITY OF CABARRUS COUNTY**, hereinafter referred to as **WSACC**;

**W I T N E S S E T H :**

**THAT, WHEREAS**, these parties are engaged in providing wastewater treatment and/or collection services in accordance with state and federal laws and regulations; and

**WHEREAS, HARRISBURG** provides no wastewater treatment services; **HARRISBURG** provides and maintains a wastewater collection system, over which **HARRISBURG** controls the use and connections thereto; and

**WHEREAS, WSACC** provides and maintains multi-jurisdictional wastewater collection system and the treatment facilities, in accordance with the NPDES permit number NC0036269, NPDES permit number NC0081621, and collection system permit number WQSC00009; and

**WHEREAS, HARRISBURG** and **WSACC** has previously entered into an existing Pretreatment Agreement, which terminated on December 31, 2002.

**WHEREAS, WSACC** is identified by the North Carolina Department of Environment and Natural Resources and the United States Environmental Protection Agency as being responsible for the Publicly Owned Treatment Works (POTW); Rocky River Regional Wastewater Treatment Plant and the Muddy Creek Wastewater Treatment Plant; and

**WHEREAS, WSACC** is required by the state and federal regulations to control all non-domestic wastewater discharges into the Rocky River Regional Wastewater Treatment Plant and the Muddy Creek Wastewater Treatment Plant by development and implementation of a pretreatment program; and

**WHEREAS**, the North Carolina Department of Environment and Natural Resources is requiring an interjurisdictional pretreatment agreement, with each local jurisdiction served, for the implementation and enforcement of the pretreatment program, by **WSACC** within the county, in accordance with 40 CFR Section 403 of the Federal Regulations.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**



**Pretreatment and Surcharge Program Agreement**  
**Article I**

**Section A- Pretreatment Program**

- 1) **WSACC** agrees to provide, implement, and maintain an approved pretreatment program as required by state and federal laws and regulations for the control of non-domestic discharges, in accordance with 40 CFR Section 403 of the Federal Regulations.
- 2) As part of the pretreatment program, **WSACC's** Sewer Use Ordinance, which shall be amended as necessary to remain consistent with state and federal regulations, contains the conditions and limitations to be met by each non-domestic discharger including federal and state pretreatment standards. This program allows **WSACC** to deny or conditionally approve new or increased contribution of pollutants and to establish requirements for existing sources. The Sewer Use Ordinance establishes the requirements for filing an Industrial Discharge Permit Application/Survey to discharge non-domestic wastewater into the Rocky River Regional Wastewater System and Muddy Creek Wastewater System. The Sewer Use Ordinance also establishes the following authorities:
  - a) Requires existing non-domestic users to develop a compliance schedule for the installation of technology necessary to meet current pretreatment standards and to submit self-monitoring reports.
  - b) Gives the staff of **WSACC** the authority to carry out inspections, surveillances and monitoring procedures necessary to determine compliance. This shall include the right to enter a non-domestic user's premises to examine records of monitoring activities.
  - c) Allows **WSACC** to seek injunctive relief for noncompliance and to seek and assess civil penalties for noncompliance.
  - d) Gives **WSACC** the authority to halt or prevent any discharges that present or are likely to present an imminent danger to health, the environment, or that threaten to interfere with the operations of the Rocky River Regional Wastewater Treatment Plant and the Muddy Creek Wastewater Treatment Plant.
  - e) Items (a) through (d) above shall not be interpreted as exclusive and, specifically, shall not be interpreted as preventing or restricting **HARRISBURG** from exercising the same rights, privileges, and/or immunities pursuant to their ordinance.

- 11) The staffs of **HARRISBURG** and **WSACC** agree to conduct a joint walk-through or inspection of a non-domestic discharger prior to severing the power and/or water service to prevent any adverse impacts on the sanitary sewer system, treatment plants, or environment.

### Section B- Surcharge Program

**WSACC** shall include in the Sewer Use Ordinance the allowable treatment plant influent design discharge limits for BOD, COD, TSS and NH<sub>3</sub>. Provided the Rocky River Regional Wastewater Treatment Plant and Muddy Creek Wastewater Treatment Plant have adequate capacity and the capability to comply with their NPDES Permit, a non-domestic discharger will be permitted to discharge in excess of the design limits provided a surcharge is paid and there is no adverse impact on the treatment plant or their operation.

### Section C- Compensation

- 1) **WSACC** will establish the basis for a Surcharge Rate Structure uniform throughout **WSACC's** service area and **HARRISBURG** and consistent with current state and federal regulations. **WSACC** will review and update the surcharge rate as necessary to comply with the ordinance and to recover all the cost incurred by the excess loadings (e.g. Surcharge Fees). Any proposed changes and modifications to the Surcharge Rate Structure will be reviewed with **HARRISBURG** before adoption.
- 2) **WSACC** will include in and as a separate part of the Surcharge Rate Schedule Program, a Rate Schedule that shall recover the cost for administering and monitoring of the Pretreatment and Surcharge Programs (e.g. Program Fees and Sample Fees).
- 3) The Rate Schedules for the Pretreatment and Surcharge Programs, described in number 1 and 2, shall be reviewed by **WSACC** annually to insure that each non-domestic source is paying a reasonable fair share. Each industry or non-domestic user, subject to the Pretreatment and Surcharge Programs shall be billed directly by **WSACC**. Bills are payable within 20 days from the billing date.
- 4) To the extent **HARRISBURG** possesses such records, **HARRISBURG** agrees to provide the Industrial Pretreatment Coordinator at the Rocky River Regional Wastewater Treatment Plant with monthly water consumption and wastewater metered data by the fourth (4<sup>th</sup>) day of each month for the previous month. The data will be used to calculate the monthly Surcharge Billing for each non-domestic user subject to the Pretreatment and Surcharge Programs, in accordance with **WSACC's** Sewer Use Ordinance.



## Article II

### Remedies For Non-compliance

- 1) **HARRISBURG** agrees to reimburse and hold harmless **WSACC** from all costs and damages to treatment works or disruption of treatment processes or operations, including costs for sludge disposal, which may result from any act or omission by **HARRISBURG** not in accordance with this Agreement.
- 2) **WSACC** and **HARRISBURG** agree to not accept any wastewater from any source, domestic or non-domestic, whose facilities do not meet all State requirements concerning obtaining and holding a valid permit prior to construction or whose permit has been revoked by **WSACC**.
- 3) **HARRISBURG** agrees that **WSACC** may impose fines upon dischargers in violation of standards and limitations. **HARRISBURG** also agrees to support **WSACC** in the enforcement procedures and action(s) taken by **WSACC** to correct violations of **WSACC**'s Sewer Use Ordinance and Pretreatment Program, provided such enforcement action(s) and procedures are in accordance with Section 8 of **WSACC**'s Sewer Use Ordinance as may be amended. Appendix C is the present version of **WSACC**'s Sewer Use Ordinance, dated August 18, 1994.
- 4) In the event **HARRISBURG** and/or **WSACC** fails to comply with any of the terms of this Agreement, **WSACC** and/or **HARRISBURG** may initiate appropriate action for damages or for specific performance for compliance with the terms hereof.

## Article III

### Section A- Duration of Agreement

This Agreement is effective as of the day and year first above written and, unless amended or modified as set forth in Paragraph III B hereinafter, shall remain in effect until December 31, 2023. Action to review, renew, and/or extend this Agreement, as written or as appropriately modified, shall require action by both respective governing bodies of **WSACC** and **HARRISBURG** on or before December 1, 2023.

### Section B- Method of Amendment/Termination of Agreement

This Agreement may be amended or terminated only by a vote of the majority of the members of each of the respective governing boards of **WSACC** and **HARRISBURG**.

### Section C- Warranties

**WSACC** and **HARRISBURG** hereby warrant and represent that:

- a) Execution of this Agreement and full performance of its own obligations hereunder is fully authorized by law;
- b) Each has complied or will comply with all procedures necessary to render its execution of this Agreement and the performance of its obligations hereunder as valid, legal and binding acts of **WSACC** or **HARRISBURG**, respectively.

### Section D- Miscellaneous

**WSACC** and **HARRISBURG** further say that:

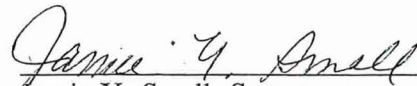
- a) No failure or delay in exercising any right hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other further exercise thereof or the exercise of any other right;
- b) Except as modified by separate written agreement of **WSACC** and **HARRISBURG** and/or termination as provided herein, this Agreement shall be binding upon and endure to the benefit of **WSACC** and **HARRISBURG**, and their respective successors and assigns.
- c) Either party perceived to be in violation of this Agreement by the other shall be notified in writing of the perceived violation by the other and given 10 days from the receipt of such notification to cure any such violation. Said notice shall be hand-delivered to the Executive Director of **WSACC** or the ~~City Manager~~ of **HARRISBURG**.  
*Town Administrator*
- d) Neither party shall be liable to the other for violation of this Agreement when such violation is proximately caused by force majeure whether by act of nature or person.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals, following due and proper approval by their respective governing bodies in official session.

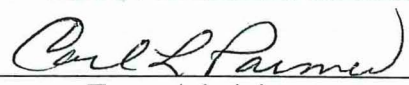
**WATER AND SEWER AUTHORITY  
OF CABARRUS COUNTY**

By:   
Chairman, Board of Directors

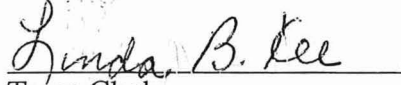
**ATTEST:**

  
Jamie Y. Small, Secretary  
(Seal)

**TOWN OF HARRISBURG**

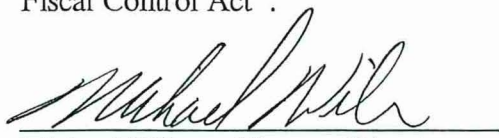
By:   
Town Administrator

**ATTEST:**

  
Town Clerk  
(Seal)

\*\*\*\*\*

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

  
Michael Wilson, Finance Director  
Water & Sewer Authority of Cabarrus County



## PROCEDURES FOR APPROVING INDUSTRIAL CONNECTIONS TO THE SANITARY SEWER SYSTEM

- (1) Once the industry has contacted the jurisdiction for a tie-in connection to discharge non-domestic wastewater into the sanitary sewer system, the jurisdiction should review the industry's request and determine whether they approve the wastewater discharge, discharge location, sampling location, connection to sanitary sewer system, etc. The Water and Sewer Authority of Cabarrus County (WSACC) should be informed in writing of the jurisdiction's decision, questions and/or concerns.
- (2) After receiving approval from the jurisdiction, the industry should be instructed by the jurisdiction to submit a completed Industrial User Wastewater Survey and Permit Application to WSACC for review. If the jurisdiction does not have a copy of the application, they should instruct the industry to contact WSACC's Pretreatment staff at 788-4164, ext. 12.
- (3) WSACC will review the application and determine whether the wastewater can be accepted into the Rocky River Regional Wastewater Treatment Plant or Muddy Creek Wastewater Treatment Plant. Upon this determination, WSACC will submit a letter to the industry of the decision, with a copy forwarded to the jurisdiction. For connections denied, the industry will be allowed to appeal the decision or request a hearing in accordance with Section 4.2(H) of WSACC's Sewer Use Ordinance.
- (4) Once the proposed connection has been properly approved by both WSACC and the jurisdiction, WSACC will determine whether the industry should be permitted and/or included in the local pretreatment program.
- (5) WSACC will notify the industry of the final determination and a copy of all correspondence will be sent to the jurisdiction, in accordance with the Pretreatment Agreement.

Note: These same procedures should be followed for additional connections to the sanitary sewer system from existing industries.

Updated: 6/18/02

## APPENDIX B

### PRETREATMENT: DAY-TO-DAY PROCEDURES

#### ➤ New Industry:

- Municipality should notify WSACC of Prospective User
- WSACC will provide User with Industrial Discharge Permit Application/Survey
- WSACC will: Review application
  - Verify information provided via site inspection (if possible)
  - Calculate limits and determine other requirements
  - Draft industrial user pretreatment permit (IUP)
  - Send draft to municipality and request comments or concerns within 14 days
  - Issue IUP to User
  - Issue Authorization to Construct to User for the construction of any pretreatment facility
  - Copy IUP to State, municipality, and WSACC Central Files

#### ➤ Existing Industry:

- WSACC inspects annually to verify compliance with IUP, Sewer Use Ordinance (SUO) and any other applicable standards and provide copy of report to municipality
- Monitor effluent monthly, quarterly, or daily
  - WSACC evaluates compliance with data collected
  - WSACC issues Notices of Noncompliance or Notices of Violation with possible civil penalties or other enforcement actions available to WSACC in the SUO
  - Copy municipality and WSACC Central Files of correspondence
  - Provide Industry with compliance calculations
  - Summarize data and noncompliance for the Pretreatment Annual Report required by the NPDES permit for submission to the State
- WSACC shall require each Industry to submit a new Industrial Discharge Permit Application/Survey every 5 years or as needed with plant expansions, change in operation or processes, and/or new ownership
- WSACC will: Review application
  - Verify information provided via site inspection
  - Calculate limits and determine other requirements
  - Draft industrial user pretreatment permit (IUP)
  - Send draft to municipality and request comments or concerns within 14 days
  - Issue IUP to User
  - Issue Authorization to Construct to User for the construction of any pretreatment facility
  - Copy IUP to State, municipality, and WSACC Central Files



## APPENDIX B

- Municipality will furnish industrial potable water and wastewater metered flows to WSACC by the 4<sup>th</sup> day of each month as requested
  - WSACC will utilize flows for surcharge billing and compliance judgment
- Other NPDES requirements for Pretreatment Program:
  - WSACC shall maintain the Headworks Analysis for the wastewater treatment plants which is used to determine the available loading into the plants
    - A new HWA must be completed every 5 years and submitted to the State for approval
    - Maintain an Allocation Table, pursuant to the NPDES permit, which summarizes the results of the HWA and the limits from all of the IUPs. Permitted IUP loadings for each parameter or pollutant cannot exceed the treatment capacity of the plant as determined by the HWA.
  - WSACC shall conduct an Industrial Waste Survey of the entire service area every 5 years and submit to the State for approval
    - Requires that all users of the sewer collection system be surveyed to determine actual discharge
    - Municipality will furnish a listing of all industrial customers, along with their mailing address and six month average potable water consumption and/or six month average wastewater metered flow
  - WSACC shall develop and implement a Long Term Monitoring Plan (LTMP) for data collection to be used in the HWA for the development of specific pretreatment local limits. LTMP must be approved by the State
  - WSACC shall develop and enforce an Enforcement Response Plan for handling noncompliant users
  - WSACC shall publish annually a list of Significant Industrial Users that were in Significant Noncompliance with pretreatment standards in the IUP and/or SUO during the previous 12 month period
  - WSACC shall maintain for a minimum of 3 years records of monitoring activities and results and other records of industrial impact on the wastewater treatment plant
  - WSACC shall maintain adequate legal authority through the SUO in order to implement the pretreatment program

**STATE OF NORTH CAROLINA  
CABARRUS COUNTY**

**INTERJURISDICTIONAL  
PRETREATMENT AGREEMENT**

**THIS INTERJURISDICTIONAL PRETREATMENT AGREEMENT** (this “**AGREEMENT**”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **TOWN OF HARRISBURG**, hereinafter referred to as “**JURISDICTION**”, and the **WATER AND SEWER AUTHORITY OF CABARRUS COUNTY**, hereinafter referred to as “**WSACC**”. **JURISDICTION** and **WSACC** are collectively referred to as “**PARTIES**”.

**WITNESSETH:**

**THAT, WHEREAS**, the **PARTIES** are engaged in providing wastewater treatment and/or collection services in accordance with state and federal laws and regulations; and

**WHEREAS**, the **JURISDICTION** provides no wastewater treatment services; the **JURISDICTION** provides and maintains a wastewater collection system, over which the **JURISDICTION** controls the use and connections thereto; and

**WHEREAS**, **WSACC** provides and maintains a multi-jurisdictional wastewater collection system and treatment facilities, in accordance with the NPDES Permit Number NC0036269, NPDES Permit Number NC0081621, and Collection System Permit Number WQCS00009, which services include the treatment of wastewater within the jurisdictional area of the **JURISDICTION**; and

**WHEREAS**, the **JURISDICTION** and **WSACC** previously entered into an existing Interjurisdictional Pretreatment Agreement, which terminates on December 31, 2023; and

**WHEREAS**, **WSACC** is identified by the North Carolina Department of Environmental Quality (“**DEQ**”) and the United States Environmental Protection Agency as being responsible for the Publicly Owned Treatment Works (“**POTW**”), including the Rocky River Regional Wastewater Treatment Plant and the Muddy Creek Wastewater Treatment Plant (together, the “**TREATMENT PLANTS**”); and

**WHEREAS**, **WSACC** is required by the state and federal regulations to control the introduction of pollutants from non-domestic users into the **TREATMENT PLANTS** by development and implementation of a pretreatment program; and

**WHEREAS**, **DEQ** requires an interlocal agreement with each local jurisdiction served, for the implementation and enforcement of the pretreatment program, by **WSACC**, in accordance with 40 CFR Section 403 of the Federal Regulations.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**Pretreatment and Surcharge Program Agreement  
Article I**

**Section A - Pretreatment Program**

- 1) **WSACC** agrees to provide, implement, and maintain an approved pretreatment program as required by state and federal laws and regulations for the control of non-domestic discharges, in accordance with 40 CFR Section 403 of the Federal Regulations.
- 2) As part of the pretreatment program, **WSACC's** Sewer Use Ordinance, which shall be amended as necessary to remain consistent with state and federal regulations, contains the conditions and limitations to be met by each non-domestic discharger including federal and state pretreatment standards. This program allows **WSACC** to deny or conditionally approve new or increased contribution of flow and/or pollutants and to establish requirements for existing sources.
- 3) The Sewer Use Ordinance establishes the requirements for filing an Industrial Discharge Permit Application/Survey to discharge non-domestic wastewater into the Rocky River Regional Wastewater System and Muddy Creek Wastewater System. The Sewer Use Ordinance also establishes the following authorities:
  - a) Requires existing non-domestic users to develop a compliance schedule for the installation of technology necessary to meet current pretreatment standards and to submit self-monitoring reports.
  - b) Gives the staff of **WSACC** the authority to carry out inspections, surveillances and monitoring procedures necessary to determine compliance. This shall include the right to enter a non-domestic user's premises to examine records of monitoring activities.
  - c) Allows **WSACC** to seek injunctive relief for noncompliance and to seek and assess civil penalties for noncompliance.
  - d) Gives **WSACC** the authority to halt or prevent any discharges that present or are likely to present an imminent or substantial endangerment to the health or welfare of any person or the environment, or that threaten to interfere with the operations of the **TREATMENT PLANTS**, or cause violation of **WSACC's** permits.
  - e) Items (a) through (d) above shall not be interpreted as exclusive and, shall not be interpreted as preventing or restricting the **JURISDICTION** from exercising the same rights, privileges, and/or immunities pursuant to the **JURISDICTION's** Sewer Use Ordinance.
- 4) The **JURISDICTION** agrees to adopt a Sewer Use Ordinance that parallels the Sewer Use Ordinance adopted by **WSACC**, which is consistent with state and federal regulations. The

**JURISDICTION's** Sewer Use Ordinance shall be amended as necessary to ensure that all the requirements of the **JURISDICTION's** Sewer Use Ordinance are as stringent as the requirements of **WSACC's** Sewer Use Ordinance.

- 5) The **JURISDICTION** agrees to require, by its Sewer Use Ordinance, that all non-domestic dischargers, existing and future, file an Industrial Discharge Permit Application/Survey directly with **WSACC** and to comply with all other provisions of **WSACC's** Sewer Use Ordinance.
- 6) **WSACC** will deliver a copy of the draft Industrial Discharge Permit to the **JURISDICTION** for review and approval. Comments must be received by **WSACC** within fourteen (14) days from the date the draft Industrial Discharge Permit was received by the **JURISDICTION**. If the **JURISDICTION** does not provide comments to **WSACC** within the 14-day period, the **JURISDICTION** is deemed to have no comments and the permit shall be sent to the industrial user and the State for approval as drafted. Any changes requested or required by the **JURISDICTION** must be justified by the **JURISDICTION**. If the **JURISDICTION** needs to impose any special conditions upon a specific discharger, such as the requirement to equalize flow to protect sewer lines, the **JURISDICTION** must notify the discharger and **WSACC**. **WSACC** shall include these special conditions in the permit.
- 7) Both the **JURISDICTION** and **WSACC** agree to uphold the permit limitations or conditions imposed upon a non-domestic discharger by either or both.
- 8) **WSACC** agrees to provide the **JURISDICTION** with copies of all permits and copies of all correspondence with non-domestic dischargers connected to the **JURISDICTION's** wastewater collection system.
- 9) To the extent the **JURISDICTION** possesses such records, the **JURISDICTION** agrees to provide **WSACC**, upon request, any and all records relating to water use and wastewater discharges by non-domestic user(s) for the purpose of validation of monitoring records and compliance with pretreatment standards and requirements. The **JURISDICTION** and **WSACC** shall have the right to require the installation of a flow meter on wastewater services for wastewater volume determination pursuant to existing policies and procedures.
- 10) The **JURISDICTION** agrees to control, as provided for in the **JURISDICTION's** Sewer Use Ordinance, connections to its wastewater collection system so that all connections meet the requirements of the **JURISDICTION's** Sewer Use Ordinance. Procedures for approving industrial connections to the sanitary sewer system are summarized in Appendix A.
- 11) The staffs of the **JURISDICTION** and **WSACC** agree to coordinate in good faith prior to severing the power and/or water service to prevent any adverse impacts on the sanitary sewer system, the **TREATMENT PLANTS**, or the environment.

## **Section B - Surcharge Program**

**WSACC** shall include in the Sewer Use Ordinance discharge limits based on the treatment plant influent design for particular constituents. Users discharging in excess of the constituent levels listed in the Sewer Use Ordinance will be subject to surcharges due and payable to **WSACC** as noted on invoices for the surcharges. Surcharges are not an exclusive remedy and may be used in conjunction with additional enforcement remedies to obtain compliance with the Sewer Use Ordinance or an applicable Industrial Discharge Permit. No discharge will be allowed which will cause **WSACC** to be in non-compliance with its permits for the **TREATMENT PLANTS**.

## **Section C - Compensation**

- 1) **WSACC** will establish the basis for a Surcharge Rate Structure uniform throughout **WSACC's** service area and the **JURISDICTION** and consistent with current state and federal regulations. **WSACC** will review and update the surcharge rate as necessary to comply with the Sewer Use Ordinance and to recover all the cost incurred by the excess loadings (e.g. Surcharge Fees). Any proposed changes and modifications to the Surcharge Rate Structure will be reviewed with the **JURISDICTION** before adoption.
- 2) **WSACC** will include in and as a separate part of the Surcharge Rate Schedule Program, a Rate Schedule that shall recover the cost for administering and monitoring of the Pretreatment and Surcharge Programs (e.g. Program Fees and Sample Fees).
- 3) The Rate Schedules for the Pretreatment and Surcharge Programs, described in number 1 and 2, shall be reviewed by **WSACC** annually to insure that each non-domestic source is paying a reasonable fair share. Each non-domestic user, subject to the Pretreatment and Surcharge Programs shall be billed directly by **WSACC**. Bills are payable within twenty (20) days from the billing date.
- 4) To the extent the **JURISDICTION** possesses such records, the **JURISDICTION** agrees to provide the EHS Compliance Manager at the **TREATMENT PLANTS** with monthly water consumption and wastewater metered data by the third (3<sup>rd</sup>) day of each month for the previous month. The data will be used to calculate the monthly Surcharge Billing for each non-domestic user subject to the Pretreatment and Surcharge Programs, in accordance with **WSACC's** Sewer Use Ordinance.

## **Article II**

### **Remedies For Non-compliance**

- 1) The **JURISDICTION** agrees to reimburse and hold harmless **WSACC** from all costs and damages to treatment works or disruption of treatment processes or operations, including costs for sludge disposal, which may result from any act or omission by the **JURISDICTION** not in accordance with this **AGREEMENT**.
- 2) **WSACC** and the **JURISDICTION** agree to not accept any wastewater from any source, domestic or non-domestic, whose facilities do not meet all State requirements concerning obtaining and holding a valid permit prior to construction or whose permit has been revoked by **WSACC**.
- 3) The **JURISDICTION** agrees that **WSACC** may exercise any of its enforcement options within its Sewer Use Ordinance, **WSACC**'s Enforcement Response Plan and/or the industry's permit. The **JURISDICTION** also agrees to support **WSACC** in the enforcement procedures and action(s) taken by **WSACC** to correct violations of **WSACC**'s Sewer Use Ordinance and Pretreatment Program, provided such enforcement action(s) and procedures are in accordance with **WSACC**'s Sewer Use Ordinance as may be amended.
- 4) In the event the **JURISDICTION** and/or **WSACC** fails to comply with any of the terms of this **AGREEMENT**, **WSACC** and/or the **JURISDICTION** may initiate appropriate action for damages or for specific performance for compliance with the terms hereof.

## **Article III**

### **Section A - Duration of Agreement**

This **AGREEMENT** is effective as of the day and year first above written and, unless amended or modified as set forth in Article III, Section B hereinafter, shall remain in effect until December 31, 2043. Action to review, renew, and/or extend this **AGREEMENT**, as written or as appropriately modified, shall require action by both respective governing bodies of **WSACC** and the **JURISDICTION** on or before December 1, 2043.

### **Section B - Method of Amendment/Termination of Agreement**

This **AGREEMENT** may be amended or terminated only by a vote of the majority of the members of each of the respective governing boards of **WSACC** and the **JURISDICTION**.

### **Section C - Warranties**

**WSACC** and the **JURISDICTION** hereby warrant and represent that:

- a) Execution of this **AGREEMENT** and full performance of its own obligations hereunder is fully authorized by law;
- b) Each has complied or will comply with all procedures necessary to render its execution of this **AGREEMENT** and the performance of its obligations hereunder as valid, legal and binding acts of **WSACC** or the **JURISDICTION**, respectively.

### **Section D - Miscellaneous**

**WSACC** and the **JURISDICTION** further say that:

- a) No failure or delay in exercising any right hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other further exercise thereof or the exercise of any other right;
- b) Except as modified by separate written agreement of **WSACC** and the **JURISDICTION** and/or termination as provided herein, this **AGREEMENT** shall be binding upon and endure to the benefit of **WSACC** and the **JURISDICTION**, and their respective successors and assigns.
- c) Either party perceived to be in violation of this **AGREEMENT** by the other shall be notified in writing of the perceived violation by the other and given ten (10) days from the receipt of such notification to cure any such violation. Said notice shall be hand-delivered to the Executive Director of **WSACC** or the Signatory Representative of the **JURISDICTION**.
- d) Neither party shall be liable to the other for violation of this **AGREEMENT** when such violation is proximately caused by force majeure whether by act of nature or person.

**[SIGNATURE PAGES FOLLOW]**



**IN WITNESS WHEREOF**, the **PARTIES** have executed this **AGREEMENT** in duplicate originals, following due and proper approval by their respective governing bodies in official session.

**WATER AND SEWER AUTHORITY OF  
CABARRUS COUNTY**

By: \_\_\_\_\_  
Name: Michael Wilson  
Title: Executive Director

ATTEST:

\_\_\_\_\_  
Tammy Garifo, Executive Secretary  
to the Board of Directors  
(Seal)

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

\_\_\_\_\_  
Wendi Heglar, Finance Director

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, the **PARTIES** have executed this **AGREEMENT** in duplicate originals, following due and proper approval by their respective governing bodies in official session.

**TOWN OF HARRISBURG**

By: \_\_\_\_\_  
Robert Donham, P.E.  
Town Manager

ATTEST:

\_\_\_\_\_  
Janet Rackley, Town Clerk  
(Seal)

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

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ Date

**APPENDIX A**  
**PROCEDURES FOR APPROVING INDUSTRIAL**  
**CONNECTIONS**  
**TO THE SANITARY SEWER SYSTEM**

- (1) Once the user has contacted the JURISDICTION for a tie-in connection to discharge non-domestic wastewater into the sanitary sewer system, the JURISDICTION should review the request and determine whether it approves the wastewater discharge, discharge location, sampling location, connection to sanitary sewer system, etc. WSACC shall be informed in writing of the JURISDICTION's decision, questions and/or concerns.
- (2) If the user proposes non-domestic discharge (i.e. industrial user), upon approval from the JURISDICTION, the industrial user shall be instructed by the JURISDICTION to submit a completed Industrial User Wastewater Survey and Permit Application to WSACC for review. If the JURISDICTION does not have a copy of the application, it should instruct the industrial user to contact WSACC's Pretreatment staff at 704-788-4164.
- (3) WSACC will review the application and determine whether the wastewater can be accepted into one of the TREATMENT PLANTS. Upon this determination, WSACC will submit a letter to the industrial user of the decision, with a copy forwarded to the JURISDICTION. For connections denied, the industrial user may appeal the decision or request a hearing in accordance with WSACC's Sewer Use Ordinance.
- (4) Once the proposed connection has been properly approved by both WSACC and the JURISDICTION, WSACC will determine whether the industrial user should be permitted and/or included in the local pretreatment program.
- (5) WSACC will notify the industrial user of the final determination and a copy of all correspondence will be sent to the JURISDICTION, in accordance with this AGREEMENT.

Note: These same procedures should be followed for additional connections to the sanitary sewer system from existing industries.

Updated: 05/23



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of Contract with Carolina Siteworks, Inc. for Construction of the Harrisburg Park Pond Improvements and the related FY2024 Budget Ordinance Amendment

**Presenting Personnel:**

Mallory Hodgson, Public Works Director

**Suggested Motion or Action:**

If approved, motion to award the contract for Harrisburg Park Pond Improvements, as presented, to Carolina Siteworks, Inc. in the amount of \$266,531.40 and approve the related FY2024 Budget Ordinance Amendments totaling \$285,000.

**Description/Background:**

The Town of Harrisburg seeks to make an improvement to the stormwater pond at Harrisburg Park by incorporating it as a featured amenity of the park. In order to do so, the Town has bid a project to install sod, landscaping, lighting, benches and a walking trail around the pond. The Town bid the project in January 2024 and received four bids from qualified bidders. The low bidder was Carolina Siteworks, a reputable contractor that the Town has worked with on other projects including the Stallings Road Sidewalk and the 2021 Waterline. Per the attached contract, completion of construction is required to be substantially completed by April 30, 2024. The Town intends to have this work completed ahead of the July 4th Celebration. Work should not substantially impact spring sports programming and the Town will work closely with the contractor to ensure that there is minimal impact.

**Recommendation:**

Staff recommends approval of the attached contract and related FY2024 Budget Ordinance Amendments.

**Fiscal Impact:**

The Fiscal impact of this contract is \$266,531.40.

The FY2023 Budget Ordinance provided \$200,000 in funding for the pond restoration and walking path enhancement project. The pond portion of the project was completed during fiscal year 2023 at a cost of \$32,500, however, the path, lighting, benches, and sod were not placed under contract by June 30, 2023, and the authorization for the project automatically expired.

The attached FY2024 Budget Ordinance Amendments utilize \$167,500 in unspent funds from the Capital Reserve Fund - General Fund from the first portion of the project and include an additional \$117,500 from the same source to fund the enhancements to the scope of the original project, which include lighting, benches, handrails, and sod. This brings the total pond restoration and walking path project budget up to \$317,500 from the previously approved \$200,000 in FY2023.

The attached contract was informally bid and approved by the Town attorney.

**Attachments:**

1. 2024 Contract - Carolina Siteworks - Park Pond Path
2. Harrisburg Park Pond Path - Site Plan
3. Amendment - GF - Harrisburg Park Pond Improvements 02122024
4. Amendment - CRF-GF - Harrisburg Park Pond Improvements 02122024



# CONTRACT FOR HARRISBURG PARK POND PATH

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

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. This improvement project shall consist of installation of a walking trail, lighting and associated electrical work, and landscaping around the Harrisburg Park Stormwater Pond.

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

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

## ARTICLE 3 - CONTRACT TIMES

### 3.01 Contract Times

- A. The work is to be substantially complete by April 30, 2024. Failure to do so shall subject the Contractor to an assessment of liquidated damages of Two Hundred Dollars (\$200.00) per calendar day from June 1, 2024 through June 30, 2024 and Five Hundred Dollars (\$500.00) per calendar day starting July 1, 2024.
- B. All work not required for substantial completion, including among other things, punch list and restoration, shall be completed within 30 days after substantial completion. Failure to perform the work required for acceptance within the time specified above shall subject the Contractor to an assessment of liquidated damages of Two Hundred Dollars (\$200.00) per calendar day.
- C. Substantial is defined as all work completed for a functional facility for all users, final walkthrough and punch list items have been completed.

- D. Work must be performed continuously by the Bidder except with consent from the Director of Public Works. Inclement weather that prohibits the performance of the Work by the Bidder shall not result in the performance of the Work being considered not continuous.

### 3.02 Delays in Contractor's Progress

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

## ARTICLE 4 - CONTRACT PRICE

### 4.01 Payment

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



| Bid Item        | Item Description                 | Est. Qty. | Unit | Total Unit Price | Total Price  |
|-----------------|----------------------------------|-----------|------|------------------|--------------|
| 1               | Mobilization                     | 1         | LS   | 9,000            | 9,000        |
| 2               | Erosion Control                  | 1         | LS   | 5,225            | 5,225        |
| 3               | Grading                          | 1         | LS   | 33,261           | 33,261       |
| 4               | 8' Wide Concrete Path – 6" Depth | 1000      | SY   | 73.57            | 73,570       |
| 5               | Pedestrian Scale Lighting        | 1         | LS   | 49,962           | 49,962       |
| 6               | Installation of Sod              | 5000      | SY   | 10.69            | 53,450       |
| 7               | Benches                          | 6         | EA   | 400              | 2,400        |
| 8               | Removable Bollards               | 4         | EA   | 1,550            | 6,200        |
| 9               | Metal Handrail (Black)           | 100       | LF   | 208              | 20,800       |
| Contract Price  |                                  |           |      |                  | \$253,868.00 |
| 5% Contingency  |                                  |           |      |                  | \$12,693.40  |
| Total Bid Price |                                  |           |      |                  | \$266,531.40 |

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. The total contract price will be an extension of the payment per unit price and shall not exceed **\$266,531.40**. The Town may add or delete from the bid quantities.

## ARTICLE 5 - INSURANCE

### 5.01 Insurance

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

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

### 6.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work.
- C. Contractor shall at all times maintain good discipline and order at the Site.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.
- 6.02 Other Work at the Site
- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- 6.03 Services, Materials, and Equipment
- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
  - B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 6.04 Subcontractors and Suppliers
- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- 6.05 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
  - B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 6.06 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
  - B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
  - C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

#### 6.07 Safety and Protection

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

#### 6.08 Warranties and Guarantees

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

#### 6.09 Correction Period

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

#### 6.10 Indemnification

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

employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

## **ARTICLE 7 - OWNER'S RESPONSIBILITIES**

### **7.01 Owner's Responsibilities**

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

## **ARTICLE 8 - CHANGES IN THE WORK**

### **8.01 Authority to Change the Work**

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

### **8.02 Change Orders**

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

## **ARTICLE 9 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **9.01 Tests and Inspections**

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

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

#### 9.02 Defective Work

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

### **ARTICLE 10 - PAYMENTS TO CONTRACTOR**

#### 10.01 Applications for Payments:

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

#### 10.02 Retainage

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

#### 10.03 Review of Applications

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

#### 10.04 Substantial Completion

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

#### 10.05 Final Inspection

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

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

#### 10.06 Final Payment

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

#### 10.07 Waiver of Claims

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

### **ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS**

#### 11.01 Contractor Representations

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

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

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

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

OWNER: Town of Harrisburg, NC

CONTRACTOR: Carolina Siteworks, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for giving notices:

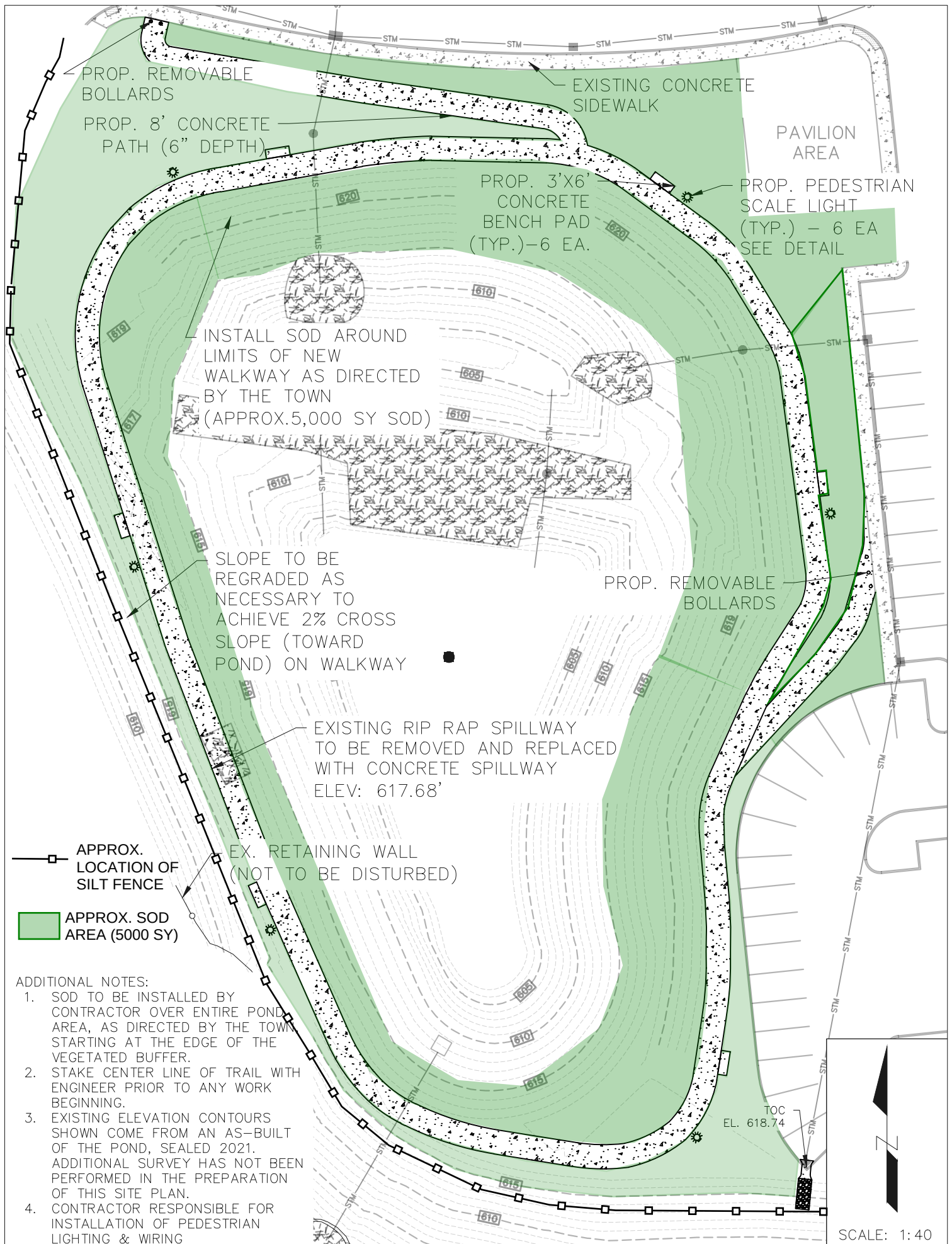
Attn: Mallory Hodgson  
4100 Main Street, Suite 101  
Harrisburg, NC 28075

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)







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

---

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

**Section 1.** Amend the General Fund to account for the Harrisburg Park Pond Improvements project.

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

|                                   |            |
|-----------------------------------|------------|
| Increase line item 100-5000-57103 | \$ 285,000 |
| Capital Outlay                    |            |
| 2024-5000-007                     |            |

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

|                                                    |            |
|----------------------------------------------------|------------|
| Increase line item 100-49905                       | \$ 285,000 |
| Transfers In – Capital Reserve Fund – General Fund |            |

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

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 12<sup>th</sup> day of February, 2024.

---

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 Harrisburg Park Pond Improvements Project.

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

|                                   |            |
|-----------------------------------|------------|
| Increase line item 200-8500-59100 | \$ 285,000 |
| 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 | \$ 285,000 |
| 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 12<sup>th</sup> day of February, 2024.

---

Jennifer Teague, Mayor

ATTEST:

---

Janet Rackley, Town Clerk



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of Fuda Creek Greenway Project and Related Budget Amendments.

**Presenting Personnel:**

Mallory Hodgson, Public Works Director

**Suggested Motion or Action:**

If approved, motion to the Fuda Creek Greenway project and the related budget amendments.

**Description/Background:**

The Town recognizes the importance of greenways as a linear recreational facility and has established a greenway plan as well as a reserve fund to develop greenways throughout the Town.

The Fuda Creek Greenway currently has about one mile already constructed by the Churchill Subdivision another half of a mile to be developed with the Courtyards at Robinson Church Subdivision, which will connect to the Churchill portion via a pedestrian crossing on Robinson Church Road. The Town seeks to extend the current and future greenway with another half mile extending behind the Fenton Dell subdivision and connecting to Somerset lane. The proposed portion of greenway would be constructed on Fenton Dell HOA property and Town Property. The Fenton Dell HOA has expressed interest in the greenway and will provide easement at no cost to the Town. The Town maintains a sewer easement that will provide suitable grade and access for a greenway, if desired by the community.

The total length of proposed paved-surface greenway trail is 2500 LF or nearly half a mile.

**Recommendation:**

Staff recommends council approve the Fuda Creek greenway project and related budget amendments.

**Fiscal Impact:**

The fiscal impact of moving forward with this project will be utilization of the existing Capital Reserve Fund - Recreation, which is dedicated to greenway easement and construction. The current balance of reserve funds is approximately \$344,000, however New Business item 6.A. (Back Creek Greenway), if approved, reduces the available balance to \$144,000. Staff will realize cost savings on the project by performing design and permitting in-house, wherever possible. Staff will also perform bidding services and construction phase inspection services. All work to be bid out will be competitively bid to obtain the best pricing possible. Staff will also recognize cost savings on easement acquisition, since the proposed project is to be constructed within donated easement areas.

The anticipated cost for this project is approximately \$220,000 for construction, which includes a 10% contingency. The Town will see a cost savings of nearly \$75,000 by self-performing engineering, design, and construction inspection and from the donated easements.

As previously mentioned, the available balance in the Capital Reserve Fund - Recreation, assuming New Business item 6.A. is approved, is \$144,000. The attached budget amendments appropriate the remaining \$144,000 of Recreation reserve funds along with an additional \$76,000 from the Capital Reserve Fund - General Fund. This use of the General Capital Reserve Fund does not impact its ability to fund the currently adopted 10-year CIP.

**Attachments:**

1. Fenton Dell Greenway - Draft Exhibit
2. Amendment - CRF-GF - Fuda Creek Greenway 02122024
3. Amendment - CRF-Rec - Fuda Creek Greenway 02122024
4. Amendment - GF - Fuda Creek Greenway 02122024



**Legend**

500 ft

Tax\_Parcel

Greenways

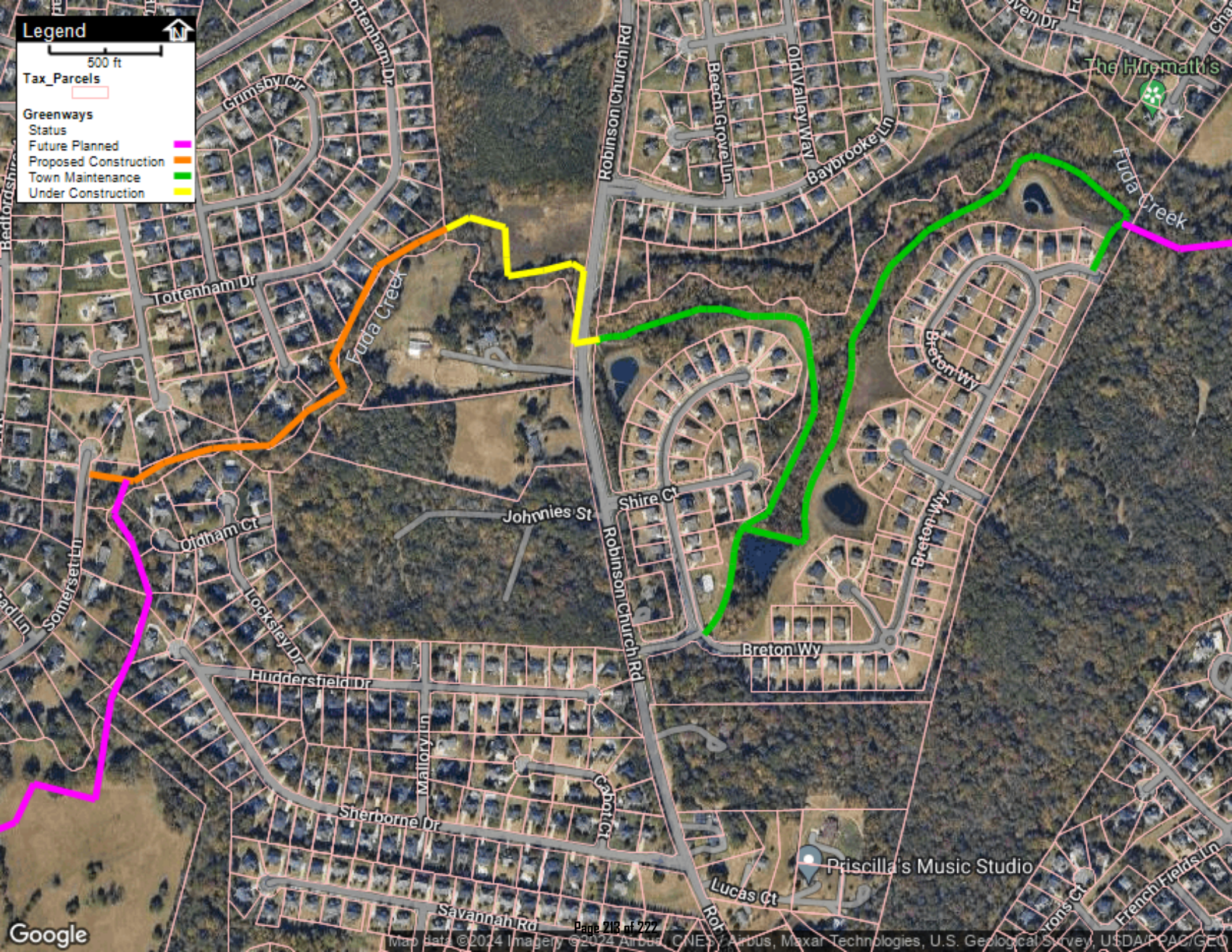
Status

Future Planned

Proposed Construction

Town Maintenance

Under Construction







## 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 Fuda Creek Greenway Project.
- Section 2.** To amend the Capital Reserve Fund - General Fund, the appropriations are to be changed as follows:
- |                                   |           |
|-----------------------------------|-----------|
| Increase line item 200-8500-59100 | \$ 76,000 |
| 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 | \$ 76,000 |
| 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 12<sup>th</sup> day of February, 2024.

---

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 – Recreation for the Fuda Creek Greenway Project.

**Section 2.** To amend the Capital Reserve Fund - Recreation, the appropriations are to be changed as follows:

|                                   |            |
|-----------------------------------|------------|
| Increase line item 250-8500-59100 | \$ 144,000 |
| Transfers Out – General Fund      |            |

**Section 3.** To amend the Capital Reserve Fund - Recreation, the revenues are to be changed as follows:

|                              |            |
|------------------------------|------------|
| Increase line item 250-48599 | \$ 144,000 |
| 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 12<sup>th</sup> day of February, 2024.

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Jennifer Teague, Mayor

ATTEST:

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Janet Rackley, Town Clerk



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

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

**Section 1.** Amend the General Fund to account for the Fuda Creek Greenway Project.

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

|                                   |            |
|-----------------------------------|------------|
| Increase line item 100-3001-57103 | \$ 220,000 |
| Capital Outlay                    |            |
| 2024-3001-011                     |            |

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

|                                   |            |
|-----------------------------------|------------|
| Increase line item 100-49915      | \$ 144,000 |
| Transfers In – CRF-Recreation     |            |
| Increase line item 100-49905      | \$ 76,000  |
| Transfers In – CRF – General Fund |            |

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

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 12<sup>th</sup> day of February, 2024.

---

Jennifer Teague, Mayor

ATTEST:

---

Janet Rackley, Town Clerk



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of Back Creek Greenway Trailhead and Parking Area Project and Related Budget Amendments.

**Presenting Personnel:**

Mallory Hodgson, Public Works Director

**Suggested Motion or Action:**

If approved, motion to approve the Back Creek Greenway Trailhead and Parking Area Project and related budget amendments.

**Description/Background:**

The Town recognizes the importance of greenways as a linear recreational facility and has established a greenway plan as well as a reserve fund to develop greenways throughout the Town.

The Back Creek Greenway currently has nearly a mile under construction and nearing completion as part of the Camellia Gardens subdivision. The Town seeks to extend this connection to Raging Ridge Road and Stallings Road to the east and Hickory Ridge Road to the west. The Town will need to obtain an easement from The 'Burg Church (formerly Multiply), in order to construct a portion of the proposed greenway. The Church has verbally agreed to dedicate a space for a trail head including a parking area and access through the church driveway. The easement for the portion on Cabarrus School property has already been acquired.

The total length of proposed paved surface greenway trail is 1500 LF or one quarter of a mile. Approximately 600 linear feet is to be constructed on The 'Burg Church property and 900 linear feet is to be constructed on the Cabarrus School property. The proposed parking area will have ample parking for the greenway. In lieu of payment to the church for the property easement, the Town will construct additional parking spaces to be utilized by both the greenway users and the church.

**Recommendation:**

Staff recommends council approval of the Back Creek Greenway Trailhead and Parking Area Project and related budget amendments.

**Fiscal Impact:**

The fiscal impact of moving forward with this project will be the utilization of the existing Capital Reserve Fund - Recreation, which is dedicated to greenway easement and construction. The current balance of reserve funds is approximately \$344,000. Staff will realize cost savings on the project by performing design and permitting in-house, wherever possible. Staff will also perform bidding services and construction phase inspection services. All work to be bid out will be competitively bid to obtain the best pricing possible. Staff will also recognize cost savings on easement acquisition, since the proposed project is to be constructed within donated easement areas.

The anticipated cost for this project is approximately \$220,000 for construction, which includes a 10% contingency. The Town will see a cost savings of nearly \$100,000 by performing engineering, easement acquisition, and construction inspection in house.

The FY2024 Budget Ordinance and CIP provides \$20,000 for greenway easement acquisition costs for opportunities that arise during the year. The attached budget amendments combine this \$20,000 easement budget

with \$200,000 in funding from the greenway Capital Reserve Fund to authorize the total project budget of \$220,000. The Capital Reserve Fund - Recreation's available balance would be reduced to \$144,000. Note that New Business Item 6.B further reduces this available balance, if approved.

**Attachments:**

1. 2022 1109\_Multiply Church Propert Exhibit
2. Back Creek Greenway & Trailhead - Large Exhibit
3. Amendment - CRF-Rec - Back Creek Greenway 02122024
4. Amendment - GF - Back Creek Greenway 02122024













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

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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 – Recreation for the Back Creek Greenway construction and Trailhead Parking Area Project.

**Section 2.** To amend the Capital Reserve Fund - Recreation, the appropriations are to be changed as follows:

|                                   |            |
|-----------------------------------|------------|
| Increase line item 250-8500-59100 | \$ 200,000 |
| Transfers Out – General Fund      |            |

**Section 3.** To amend the Capital Reserve Fund - Recreation, the revenues are to be changed as follows:

|                              |            |
|------------------------------|------------|
| Increase line item 250-48599 | \$ 200,000 |
| Appropriated Fund Balance    |            |

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

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 12<sup>th</sup> day of February, 2024.

---

Jennifer Teague, Mayor

ATTEST:

---

Janet Rackley, Town Clerk





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

---

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

**Section 1.** Amend the General Fund to account for the Back Creek Greenway construction and Trailhead Parking Area Project.

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

|                                                                      |            |
|----------------------------------------------------------------------|------------|
| Increase line item 100-3001-57103<br>Capital Outlay<br>2024-3001-010 | \$ 220,000 |
|----------------------------------------------------------------------|------------|

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| Decrease line item 100-3001-57103<br>Capital Outlay<br>2024-3001-004 | \$ 20,000 |
|----------------------------------------------------------------------|-----------|

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

|                                                               |            |
|---------------------------------------------------------------|------------|
| Increase line item 100-49915<br>Transfers In – CRF-Recreation | \$ 200,000 |
|---------------------------------------------------------------|------------|

**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 12<sup>th</sup> day of February, 2024.

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Jennifer Teague, Mayor

ATTEST:

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Janet Rackley, Town Clerk