



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

**March 11, 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

1. Discussion of the Solid Waste Contract Renewal

- 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 February 12, 2024, Town Council Meeting

- B. Consider Changes to the Town's Wastewater Allocation Policy

- C. Consideration of the Highway 49 Phase 1 Improvements Construction Contract and related Reimbursement Resolution

**3. COMMUNICATIONS**

- A. TOWN MANAGER REPORT

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

4. **PUBLIC HEARINGS**

5. **OLD BUSINESS**

6. **NEW BUSINESS**

- A. Consideration of Capital Authorization and FY2024 Budget Ordinance Amendments for Deputy Vehicles
- B. Consideration of appointment to Parks & Recreation Advisory Board

7. **ACTION ITEMS**

8. **CLOSED SESSION**

- A. Closed Session to discuss real estate acquisition and litigation

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 February 12, 2024, Town Council Meeting

**Presenting Personnel:**

Janet Rackley, Town Clerk

**Suggested Motion or Action:**

Motion to approve the minutes of the February 12, 2024, Town Council meeting.

**Description/Background:**

Attached are the minutes of the February 12, 2024 Town Council Meeting.

**Recommendation:**

Staff recommends approval.

**Fiscal Impact:**

None

**Attachments:**

1. February 12, 2024 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA  
TOWN COUNCIL MEETING  
MONDAY, FEBRUARY 12, 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, La'Trecia 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:**

Councilmember Cotell 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**

**1F.  
PUBLIC COMMENT**

- Kelli Embler, 7977 Dell Drive, Harrisburg – spoke in support of the Fuda Creek Greenway
- Rick Higgins, 4230 Stallings Road, Harrisburg – concerned about traffic on Veteran's Bridge, and no guard rail to keep vehicles from going over the embankment on his side of the road. Also wants people to know that Camellia Gardens was built on the biggest Native American site in the area.
- Jim Eskew, 8010 Wycombe Court, Harrisburg – spoke in support of the Fuda Creek Greenway
- Sandy Morgan, 7173 Ruth Fidler, Harrisburg – spoke asking Council to remain tax neutral this year with the revaluation
- Chris Cornett, 7969 Dell Drive, Harrisburg – spoke in support of the Fuda Creek Greenway
- Brian Echevarria, 3940 Balmoral, Harrisburg – asked Council to intervene concerning the tax rate and the revaluation
- Wally Wallace, Addison Park – also spoke concerning tax rate/revaluation issue
- Mark Rufty, 8506 Picadilly Lane, Harrisburg – spoke in support of greenway project
- Terry Kellerman, 4490 Buckskin Drive, Harrisburg – spoke in support of greenway project

2.

**CONSENT AGENDA**

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

**MOTION:**

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

3A.

**COMMUNICATIONS**

**Town Manager Report**

- The Board of Adjustment heard the Venator landfill appeal and upheld staff's decisions. They will have to go through the Special Use Permitting process. We expect that to be considered in March.
- Going to be an interesting budget year with the revaluation. Reminded everyone that all our budget meetings are open to the public and encouraged everyone to attend and engage. Explained a little bit about how the revaluation works and reminded them that Harrisburg taxes only comprise about 37% of their total tax bill.
- There are three programs that are available to help those who need it with their taxes and our Customer Service department has information concerning those programs.

Some discussion was held concerning how the revaluation and the budget work, and how to best educate citizens on these topics.

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**

- Budget retreat held last month was very informative for Council. There has been a lot of chatter on social media lately about taxes and such, but so far no one has contacted Council directly. Residents are encouraged to participate in the budget process and contact Council at [council@harrisburgnc.org](mailto:council@harrisburgnc.org) with concerns and questions. Our next budget meeting will be held on February 22, 2024, at 6pm here at Town Hall.
- Cabarrus Regional Chamber recently held the first Harrisburg Cabarrus Connections session. Wonderful collaboration session for the Town and County along with businesses. We had 32 businesses attend the first one. The next two will be held here at Town Hall, with the February meeting to be held on the 22<sup>nd</sup> at 8am.
- Attended the Freedom Breakfast along with about 250 community sponsors put on by Present Age Ministries. They are a non-profit that works to combat sexual abuse, exploitation, and trafficking of children. The average age

of these children has dropped from 16 years to just over 13 years old. There are countless ways to get involved and be a part of that solution. Encouraged everyone to look into Present Age Ministries for more information.

- Thanked Captain Measimer for presenting at the January Youth Council Meeting. Very informative meeting and he even demonstrated a taser for the students. The Youth Council is hosting a Career Connections project where you can sign up to be a mentor for a student for one day. Check out our media pages for more information.

### 3F.

#### COMMUNICATIONS

#### COUNCIL COMMENTS

- Councilmember Dellinger read a statement resigning his position effective immediately.

### 4A.

#### PUBLIC HEARING

**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.** 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)

The Public Hearing was opened.

Speaking:

Rick Higgins – spoke concerning Camellia Gardens being built on Native American site

The Public Hearing was then closed.

After some discussion, the following action was taken:

**MOTION:**

Councilmember Price made a motion to approve a "Development Agreement" between the Town of Harrisburg and EHC Homes LLP for public improvements to be installed as required by the conditional zoning approval granted by the Town Council for Camellia Gardens and to authorize the Town Manager to sign the agreement, and Town Attorney to make any necessary editorial changes to finalize the agreement, and the related FY2024 Budget Ordinance Amendments. Second was made by Councilmember Thevenin. **The motion passed 7-0.**

**5A.**

**OLD BUSINESS**

**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 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.

After some discussion, the following action was taken:

**MOTION:**

Councilmember Smith made a 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. Second was made by Councilmember Thevenin. **The motion passed 7-0.**

The following Consistency Statement was then proposed:

**CONSISTENCY STATEMENT:**

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.

**MOTION:**

Councilmember Faw made a motion to approve the Consistency Statement as proposed. Second was made by Councilmember Price. **The motion passed 7-0.**

**6A.**

**NEW BUSINESS**

**Consideration of Writing Off Utility Account Balances and the Related FY2024 Budget Ordinance Amendment.** 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 non-collection 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.

After some discussion, the following action was taken:

**MOTION:**

Councilmember Price made a motion to approve writing off approximately 250 utility account balances totaling up to \$6,500. Second was made by Councilmember Faw. **The motion passed 7-0.**

**MOTION:**

Councilmember Price made a motion to approve the FY2024 Budget Ordinance Amendment totaling \$6,500 to write off water, sewer, and storm water bad debts. Second was made by Councilmember Faw. **The motion passed 7-0.**

**6B.**

**NEW BUSINESS**

**Consideration of Purchase of a Freightliner Dump Truck and Related Budget Amendment for the Public Works Department.** 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.

We will surplus the existing dump truck, and we anticipate 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 when we 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.

After some discussion, the following action was taken:

**MOTION:**

Councilmember Cotell made a motion to approve the purchase contract with Excel Truck Group in the amount of \$150,035 and total capital authorization of \$150,000. Second was made by Councilmember Thevenin. **The motion passed 7-0.**

**6C.**

**NEW BUSINESS**

**Consideration of a 20-year extension to the Interjurisdictional Pretreatment Agreement with WSACC.** 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.

After some discussion, the following action was taken:

**MOTION:**

Mayor Pro-Tem Glover made a motion to allow the Town Manager to execute the Interjurisdictional Pretreatment Agreement with WSACC on behalf of the Town. Second was made by Councilmember Price. **The motion passed 7-0.**

**6D.**

**NEW BUSINESS**

**Consideration of Contract with Carolina Siteworks, Inc. for Construction of the Harrisburg Park Pond Improvements and the related FY2024 Budget Ordinance Amendment.** 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 proposed 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.

After some discussion, the following action was taken:

**MOTION:**

Councilmember Smith made a 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 ARPA Budget Ordinance Amendments totaling \$285,000. Second was made by Councilmember Price. **The motion passed 7-0.**

**6E.**

**NEW BUSINESS**

**Consideration of Fuda Creek Greenway Project and Related Budget Amendments.** 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.

After some discussion, the following action was taken:

**MOTION:**

Councilmember Smith made a motion to approve the Fuda Creek Greenway project and the related budget amendments. Second was made by Councilmember Thevenin. **The motion passed 7-0.**

**6F.**

**NEW BUSINESS**

**Consideration of Back Creek Greenway Trailhead and Parking Area Project and Related Budget Amendments.** 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 are to be constructed on the 'Burg Church property and 900 linear feet are 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.

Councilmember Thevenin recused himself from consideration on this agenda item as he is one of the pastors at the Burg Church.

After some discussion, the following action was taken:

**MOTION:**

Councilmember Smith made a motion to approve the Back Creek Greenway Trailhead and Parking Area Project and the related budget amendments. Second was made by Councilmember Price. **The motion passed 6-0 (Councilmember Thevenin recused).**

7.

**ACTION ITEMS**

- Create a “Budget 101” on our website
- Look into guard rail issue on Veteran’s Bridge
- Greenway verification on site when building that bridge at Camellia Gardens
- Confirm Mr. Dellinger’s resignation and put on the February 22<sup>nd</sup> budget meeting a vote to accept it and process to fill the seat

8.

**CLOSED SESSION**

None

9.

**ADJOURNMENT**

**MOTION:**

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

ATTEST:

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Jennifer Teague, Mayor

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Janet Rackley, Town Clerk



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consider Changes to the Town's Wastewater Allocation Policy

**Presenting Personnel:**

Mallory Hodgson, Public Works Director

**Suggested Motion or Action:**

Motion to approve the attached changes to the Town's Wastewater Allocation Policy

**Description/Background:**

As a result of the limited available capacity at the Rocky River Regional Wastewater Treatment Plant (RRRWWTP), The Town of Harrisburg, as a jurisdictional member of the Water and Sewer Authority of Cabarrus County (WSACC), has participated in the member jurisdiction-comprised allocation committee to determine the appropriate allocation for each member jurisdiction. The Town was permitted a percentage of the remaining capacity at the RRRWWTP, of which it is the Town's discretion to approve and allocate wastewater flow to new projects and developments in Town.

The Town adopted a Wastewater Allocation and Commitment Policy in April of 2022. Town Staff seeks to make minor clarifications to the policy after observing its function and applicability over the last two years. The changes to the policy are as follows:

- Minor grammatical changes
- Removal of the section pertaining to previously approved projects, due to having no remaining projects that meet the criteria that was set when the original policy was adopted
- Clarifications regarding waiting list projects
- Modifications to the scoring criteria for projects
- Modifications to the appeals process

**Recommendation:**

Staff recommends approval of the attached policy

**Fiscal Impact:**

There is no fiscal impact as a result of adopting this policy

**Attachments:**

1. Wastewater Allocation and Commitment Policy - Rev1 - 11-10-2023
2. Wastewater Allocation and Commitment Policy - Rev1 - 11-10-2023 - Tracked Changes



## **Wastewater Allocation and Commitment Policy**

**Originally Published: April 2022**

**Modified: March 2024**

### **1. Term**

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

### **2. Policy Applicability.**

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

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

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

“Allocation Committee”.

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

### 3. General Policy.

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

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

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

discretion of the Town. Generally, these projects, project sites or development categories are expected to have significant positive community impacts. These strategic reserve projects, sites and development categories are intended to align with the following strategic priorities:

1. **Recent Town investments.** These are projects or project sites served by water, wastewater, storm water, street, buildings or other such public investments currently secured by current Town debt obligations.
  2. **Town Center Development.** These are projects or project sites: 1) located in the Harrisburg Town Center; and 2) identified by the Town as high quality that meet a Town need and complement the existing uses of Town Center
  3. **Economic Development.** These projects or project sites include commercial, office and industrial development (and similar uses) which create significant tax base, create jobs and require limited public resources.
  4. **Improved Town services or infrastructure.** These are projects that, if developed, will result in significant improvements to existing Town services or infrastructure through private financial participation. Examples may be partnerships on water or wastewater extensions that meet a Town need, or dedication of land for a public park. The improvements must be substantial in nature including a significant private commitment of funding or other public asset development.
- b. Priority 2: Waiting List Projects. These are projects that are not included in Section 3.a and have been previously denied a Wastewater Allocation Permit. The projects in this priority category become part of a waiting list and they are delineated as such on forms developed by Town staff. Should additional wastewater capacity become available from WSACC or from projects not proceeding expeditiously in accordance with this Policy, then projects on the waiting list will become eligible to request an Allocation Permit. Prior to considering approval of an Allocation Permit for a project on the waiting list, the Town shall review the project plan and re-affirm and/or update the prioritization scoring results based on any changes that may have been made to the project. This potential for assigning additional allocation will only occur once every six (6) months after receiving updated capacity reports from WSACC

(expected by the end of January and July of each year) except in extraordinary circumstances as approved by the Town Manager. Projects that have secured preliminary plat or preliminary site plan approval at the time of the adoption of this policy shall be given first consideration for additional allocation over other projects.

#### **4. Procedure.**

- a. Amount of wastewater allocation:
  - 1. The amount of wastewater allocation available and attributable to any designated calendar year shall be the amount given by WSACC to the Town, as determined through the interlocal agreement executed by the Town Council.
  - 2. The Town shall reserve at least 30 percent (30%) its available wastewater capacity for Economic Development projects and as a Strategic Reserve. As Economic Development flow is allocated, non-residential flow will be used to re-balance the Economic Development reserve, if available.
  - 3. The Town shall allot from the remaining amount 40% to residential, 60% to non- residential .

Mixed use projects may be allocated using allocations from the non-residential and residential allocations, if available and approved by Allocation Committee.

- b. The owner or developer of any project requiring an Allocation Permit from the Town shall submit a written application via a form provided by Town staff. The application shall include detailed information on the amount of capacity necessary to serve the project, the nature of the project, project schedule and phasing in relation to demand of utility capacity, and other supporting information demonstrating how the project serves the needs and interests of the Town. Additional information may be required and may be subject to other ordinances or policies of the Town and WSACC.
- c. Projects exempt from submitting a written application for wastewater treatment capacity allocation, still require Allocation Permit issued by the Town prior to construction commencing.
- d. In accordance with the Allocation Agreement, every six (6) months the updated wastewater treatment capacity available to the Town from WSACC will be reconciled with a list of projects that have applied for but have not yet received an Allocation Permit. At this time the Town will consider allocating some or all of its then available wastewater treatment capacity to strategic reserve projects and waiting list projects. There is no guarantee of any project receiving an Allocation Permit.

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

- e. Due to weather-related factors, the regulatory environment, and the dynamic nature of wastewater flow and treatment, accounting of available capacity is, by its very nature, inexact and subject to change. The Town will continually track allocation reservations granted and the amount of capacity available. Such reports do not constitute a policy statement, commitment or guarantee on the amount of capacity available for allocation.
- f. Allocation Permits issued by the Town will reserve the approved wastewater treatment plant capacity and permit the completion by the applicant of construction drawings. The Allocation Permit issued by the Town will be followed by the corresponding final allocation approval by WSACC following the final approval of construction drawings by the Town.
- g. Allocation Permits are not transferrable except upon written consent of the Town.
- h. Preliminary Allocation approvals
  1. Allocation Committee will be the body to approve preliminary allocation requests.
  2. Projects (excluding Economic Development) will be presented quarterly to the Allocation Committee. The Town Council will approve Economic Development projects separately.
  3. The Allocation Committee will be presented with current allocation available, and the impact of the projects presented on remaining capacity. Projects will be assigned prioritization points based upon the point system attached.
  4. Residential approvals may be phased to allow a maximum of 50 units per year. The 50 units is within a project and not cumulative Town-wide.
  5. If approved by the committee, a Preliminary Wastewater Allocation Permit shall be issued. A Preliminary Wastewater Allocation Permit may not be issued without the acceptance of Construction Documents for review by the Town, unless approved by the Town Manager. The Preliminary Permit will expire after six months. In the event where construction document approvals are not secured by the applicant within

six months, a new Preliminary Wastewater Allocation Permit may be required. A project must have a valid Preliminary Wastewater Allocation Permit prior to receiving a final wastewater allocation, which shall occur at the time of utility permitting. The final wastewater allocation shall not be more than the preliminary wastewater allocation.

6. Commencement of installation of water and/or wastewater infrastructure shall begin within 120 days of final permit approval, or approval shall be revoked. In cases where no utility extensions are necessary, construction permits must be obtained and building foundations constructed within 120 days of construction drawing approval or final allocation will be revoked.
7. Any extension of preliminary or final wastewater allocation timelines must be approved by the Town Manager.

i. Project Prioritization Scoring

1. Projects will be scored using the table below.

**The project score is simply a guide for Town to evaluate the projects based on the given criteria.** Project scores do not guarantee acceptance or rejection and projects are also not specifically competing against each other. Project scores are one evaluation technique for Town Staff. Final allocation authority is the sole decision of the Town.

2. Projects deemed Economic Development projects will not be scored and will be evaluated by Town Council and potentially awarded an allocation through existing Economic Development processes.

## RESIDENTIAL PRIORITIZATION EVALUATION

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

## NON-RESIDENTIAL PRIORITIZATION EVALUATION

- Office +1
- Located within an adopted small area plan or growth nodes +1
- Part of an approved mixed-use plan or PUD +1
- Contiguous Annexation (Non- economic development) -1
- Non-Contiguous Annexation (Non- economic development) -2
- Industrial use +1
- Construction of an existing Town C.I.P. +1
- Complementary use to existing development\* +2

\*If seeking points for complementary use, the applicant should define the proposed use for the site and how it complements adjacent and nearby development.

### j. Additional Factors which Town may consider.

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

## 5. General Conditions

- a. This Policy shall replace any previous practices or policies on wastewater treatment capacity allocations adopted by the Town.

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

## **6. Appeals Process**

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



## Town of Harrisburg Wastewater Allocation and Commitment Policy

Originally Published:  
Modified:

### 1. Term

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

### 2. Policy Applicability.

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

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

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

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

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

### 3. General Policy.

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

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

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

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

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

3. **Economic Development.** These projects or project sites include commercial, office and industrial development (and similar uses) which create significant tax base, create jobs and require limited public resources.
4. **Improved Town services or infrastructure.** These are projects that, if developed, will result in significant improvements to existing Town services or infrastructure through private financial participation. Examples may be partnerships on water or sewer wastewater extensions that ~~improve fire protection or water pressures~~ meet a Town need, or dedication of land for a public park. The improvements must be substantial in nature including a significant private commitment of funding or other public asset development.

~~b. Priority 2: Previously Approved Projects. Due to existing substantial financial and operational commitments of private sector development entities based on good faith preliminary plat (residential) or preliminary site plan (commercial) approvals by the Town at the time this Policy is adopted, these projects will be considered for allocation of necessary sewer treatment capacity to support the project commencement and completion. Projects with preliminary plat or preliminary site plan approval must adhere to the application procedures of this policy. If, at any time there exists greater sewer treatment demand than there is available sewer treatment capacity, the Allocation Committee shall determine how the available capacity is allocated. These projects may also be subject to a phasing plan as directed by the Town. This is a "point in time" priority that will no longer be applicable after this Policy is adopted.~~

~~e.b. Priority 32: Waiting List Projects. These are projects that are not included in Section IV, subsections A or B above 3.a and have been previously denied a Wastewater Allocation Permit. The projects in this priority category become part of a waiting list and they are delineated as such on forms developed by Town staff. Initially, upon adoption of this Policy these are all projects that have an approved preliminary plat or preliminary site plan but have not been awarded an Allocation Permit by the Allocation Committee. Should additional wastewater capacity become available from WSACC or from projects not proceeding expeditiously in accordance with this Policy, then projects on the waiting list will become eligible for requesting to request an Allocation Permit. Prior to considering approval of an Allocation Permit for a project on the waiting list, the Town Engineering Department shall review the project plan and re-affirm and/or update the prioritization scoring results based on any changes that may have been made to the project. This potential for assigning additional allocation will only occur once every six (6) months after receiving updated capacity reports from WSACC (expected by the end of January and July of each year) except in extraordinary circumstances as approved by the Town Manager. Projects that have secured preliminary plat or preliminary site plan approval at the time of the adoption of this policy shall be given first consideration for additional allocation over other projects.~~

#### 4. Procedure.

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

The assignment of any additional ~~sewer-wastewater~~ treatment capacity ~~allocation~~ will only occur once every three (3) months except in extraordinary circumstances as approved by the Town Manager.
- e. Due to weather-related factors, the regulatory environment, and the dynamic nature of wastewater flow and treatment, accounting of available capacity is, by its very nature, inexact and subject to change. The Town will continually track allocation reservations granted and the amount of capacity available. Such reports do not constitute a policy statement, commitment or guarantee on the amount of capacity available for allocation.
- f. Allocation Permits issued by the Town will reserve the approved wastewater treatment

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

- g. Allocation Permits are not transferrable except upon written consent of the Town.
- h. Preliminary Allocation approvals
  - 1. Allocation Committee will be the body to approve preliminary allocation requests.
  - 2. ~~Projects with construction plans in review as of April 1, 2022 with activity in the past year will be presented first for approval. If approved, these projects will have 120 days to achieve final plan approval and flow acceptance.~~ Projects ~~thereafter~~ (excluding Economic Development) will be presented quarterly to the Allocation Committee. The Town Council will approve Economic Development projects separately.
  - 3. The Allocation Committee will be presented with current allocation available, and the impact of the projects presented on remaining capacity. Projects will be assigned prioritization points based upon the point system attached.
  - 4. Residential approvals may be phased to allow a maximum of 50 units per year. The 50 units is within a project and not cumulative Town-wide.
  - 5. If approved by the committee, a Preliminary Sewer-Wastewater Allocation Permit shall be issued. A Preliminary Wastewater Allocation Permit may not be issued without with the acceptance of Construction Documents for review by the Town, unless approved by the Town Manager. The Preliminary Permit will expire after six months. In the event where construction document approvals are not secured by the applicant within six months, a new Preliminary Sewer-Wastewater Allocation Permit will may be required. A project must have a valid Preliminary Sewer-Wastewater Allocation Permit prior to receiving a final sewer-wastewater allocation, which shall occur at the time of utility permitting. The final sewer-wastewater allocation shall not be more than the preliminary sewer-wastewater allocation. approved
  - 6. Commencement of installation of water and/or sewer-wastewater infrastructure shall begin within 120 days of final permit approval, or approval shall be revoked. In cases where no utility extensions are necessary, construction permits must be obtained and building foundations constructed within 120 days of construction drawing approval or final allocation will be revoked.
  - 7. Any extension of preliminary or final sewer-wastewater allocation timelines must be approved by the Town Manager.
- i. Project Prioritization Scoring
  - 1. Projects will be scored using the table below.

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

#### RESIDENTIAL PRIORITIZATION EVALUATION

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

#### NON-RESIDENTIAL PRIORITIZATION EVALUATION

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

\*If seeking points for complementary use, the applicant should define the proposed use for the site and how it complements adjacent and nearby development.\*

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j. Additional Factors which Town may consider.

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

#### 5. General Conditions

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

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

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

## 6. Appeals Process

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



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of the Highway 49 Phase 1 Improvements Construction Contract and related Reimbursement Resolution

**Presenting Personnel:**

Mallory Hodgson, Public Works Director

**Suggested Motion or Action:**

Motion to award the Contract to Carolina Siteworks in the amount of 327,759.20 and approve the related Reimbursement Resolution.

**Description/Background:**

The Town completed the Highway 49 Corridor plan in 2020 and seeks to implement the plan utilizing the 2017 Transportation Bond Funds. The project consists of lengthening the left turn lane along NC 49 at Roberta Road (SR 1304) by removing the existing left turn lane at the Food Lion entrance and extending Financial Way approximately 250 LF between Kee Lane and the Food Lion entrance. Additional improvements include striping, sidewalks, and storm sewers. The Town obtained an easement from Harrisburg Properties (Food Lion Shopping Center) in 2023. With this approval, staff will issue a notice to proceed to the contractor before July 1 and construction is expected to take three months.

The project was competitively bid in the Spring of 2023. However, due to low bidder interest, the bids were not opened. Staff sought the assistance of the design consultant to re-advertise the project and five bids were received during the second bid. The lowest bidder was Nassiri Development, with a project total before contingencies of approximately \$299k. Unfortunately, the lowest bidder did not include a bid bond with their bid, and the Town, with the assistance of the Town attorney, determined that the bid was not a responsive bid. Not requiring the bid bond would have set an unfair advantage to the other bidders and would have put the Town at risk of the contractor walking away from the bid before Council had a chance to award the contract. The next lowest bidder was Carolina Siteworks, a reputable contractor the Town has worked with before on other projects.

**Recommendation:**

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

**Fiscal Impact:**

The fiscal impact of this project is utilization of the transportation bond funds. For the Highway 49 Project, staff had designated \$340,000 to construction. The total contract price, which includes a 15% contingency, is 327,759.20. Therefore, approximately \$12,000 will be rebalanced to other projects within the transportation bond funds.

The attached contract has been approved by the Town attorney.

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

**Attachments:**

1. 2019-3001-007 Contract - Carolina Siteworks - Highway 49 Phase 1
2. Reimbursement Resolution - Highway 49 Phase 1 03112024
3. Hwy49\_PH1\_BidComparison\_02-08-24



# CONTRACT FOR HIGHWAY 49 PHASE 1 IMPROVEMENTS

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. The Project consists of lengthening the left turn lane along NC 49 at Roberta Road (SR 1304) by removing the existing left turn lane at the Food Lion entrance and extending Financial Way approximately 250 LF between Kee Lane and the Food Lion entrance. Additional improvements include striping, sidewalks, and storm sewers.

## 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 Contractor shall provide all Submittals and Gantt chart schedule within five (5) days of receipt of the Notice to Proceed. The work is to be substantially complete within 110 days from the date of the Notice to Proceed. Failure to do so shall subject the Contractor to an assessment of liquidated damages of Two Hundred Dollars (\$200.00) per calendar day. 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.

- B. Substantial Completion is defined as the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- C. Work must be performed continuously by the Contractor except with consent from the Public Works Director. Inclement weather that prohibits the performance of the Work by the Contractor shall not result in the performance of the Work being considered not continuous. These times can be extended with a timely request. Unless so extended, failure to comply with this project shall subject the Contractor to liquidated damages as described above.

### 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:

| Line No.             | Item Description                                     | Unit | Quantity | Unit Price   | Total         |
|----------------------|------------------------------------------------------|------|----------|--------------|---------------|
| 1.                   | Mobilization                                         | LS   | 1        | \$ 4,050.00  | \$ 4,050.00   |
| 1A.                  | Construction Surveying                               | LS   | 1        | \$ 5,653.00  | \$ 5,653.00   |
| 2.                   | Traffic Control                                      | LS   | 1        | \$ 21,740.00 | \$ 21,740.00  |
| 3.                   | Erosion Control & Seeding                            | LS   | 1        | \$ 10,797.00 | \$ 10,797.00  |
| 4.                   | Comprehensive Grading                                | LS   | 1        | \$ 53,555.00 | \$ 53,555.00  |
| 5.                   | Removal of Existing Asphalt Pavement                 | SY   | 100      | \$ 10.00     | \$ 1,000.00   |
| 6.                   | Pipe Removal                                         | LF   | 50       | \$ 15.00     | \$ 750.00     |
| 7.                   | Clearing & Grubbing                                  | AC   | 0        | \$ 10.00     | \$ 3.00       |
| 8.                   | 15" RC Pipe Culverts, Class III                      | LF   | 100      | \$ 139.00    | \$ 13,900.00  |
| 9.                   | Masonry Drainage Structures                          | EA   | 2        | \$ 2,824.00  | \$ 5,648.00   |
| 10.                  | Frame with Grate & Hood, Std. 840.22, Type E         | EA   | 1        | \$ 1,150.00  | \$ 1,150.00   |
| 11.                  | Frame with Grate & Hood, Std. 840.20, Type G         | EA   | 1        | \$ 1,250.00  | \$ 1,250.00   |
| 12.                  | Milling Asphalt Pavement, 0" to 2"                   | SY   | 800      | \$ 21.16     | \$ 16,928.00  |
| 13.                  | Asphalt Binder for Plant Mix                         | TON  | 20       | \$ 846.00    | \$ 16,920.00  |
| 14.                  | Asphalt Conc Surface Course, Type S9.5C              | TON  | 215      | \$ 108.00    | \$ 23,220.00  |
| 15.                  | Asphalt Conc Intermediate Course, Type I19.0C        | TON  | 90       | \$ 104.00    | \$ 9,360.00   |
| 16.                  | Aggregate Base Course                                | TON  | 450      | \$ 64.06     | \$ 28,827.00  |
| 17.                  | 2'-6" Concrete Curb & Gutter                         | LF   | 575      | \$ 40.72     | \$ 23,414.00  |
| 18.                  | 4" Sidewalk                                          | SY   | 145      | \$ 82.40     | \$ 11,948.00  |
| 19.                  | Curb Ramp                                            | EA   | 8        | \$ 1,660.00  | \$ 13,280.00  |
| 20.                  | Contractor Furnished, Type E Sign                    | SF   | 13       | \$ 296.00    | \$ 3,848.00   |
| 21.                  | 5" Monolithic Concrete Islands (Surface Mounted)     | ASY  | 75       | \$ 167.00    | \$ 12,525.00  |
| 22.                  | Thermoplastic Pavement Marking Lines (4", 90 Mils)   | LF   | 1,140    | \$ 2.90      | \$ 3,306.00   |
| 23.                  | Thermoplastic Pavement Marking Lines (8", 120 Mils)  | LF   | 295      | \$ 4.40      | \$ 1,298.00   |
| 24.                  | Thermoplastic Pavement Marking Lines (24", 120 Mils) | LF   | 40       | \$ 8.70      | \$ 348.00     |
| 25.                  | Thermoplastic Pavement Symbol (90 Mils)              | EA   | 1        | \$ 290.00    | \$ 290.00     |
| Total (From Bid):    |                                                      |      |          |              | \$ 285,008.00 |
| Contingency (15%)    |                                                      |      |          |              | \$ 42,751.20  |
| Total Contract Value |                                                      |      |          |              | \$ 327,759.20 |

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 plus a 15% contingency and shall not exceed **\$327,759.20**. The Town may add or delete from the bid quantities. Use of contingency shall only be authorized by Change Order at the approval of the Public Works Director.

## **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: \_\_\_\_\_

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

Attn: Mallory Hodgson

4100 Main Street, Suite 101

Harrisburg, NC 28075

License No.: \_\_\_\_\_

(where applicable)



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

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

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

1. **Expenditures to be Incurred.** The Borrower anticipates incurring expenditures (the "Expenditures") for the Highway 49 Phase I Improvements Project, referred to as the "Project."
2. **Plan to Finance.** The Borrower intends to finance the costs of the Project with the proceeds of debt to be financed with a financial institution (the "Borrowing"), the interest on which is to be excluded from gross income for Federal Income tax purposes.
3. **Maximum Principal Amount of Debt to be Borrowed.** The maximum principal amount of the Borrowing to be incurred by the Borrower to finance the Project is not to exceed \$2,350,000, the total construction and issuance costs for the combined transportation projects.
4. **Declaration of Official Intent to Reimburse.** The Borrower hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

This resolution is effective upon its adoption this 11<sup>th</sup> day of March, 2024.

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

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

ATTEST:

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

This is to certify that this is a true and accurate copy of Resolution No. \_\_\_\_\_ adopted by the Harrisburg Town Council on the 11<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
[Clerk]

\_\_\_\_\_  
Date

| Shading Legend |                     |
|----------------|---------------------|
| <0.8           | < 20% Below TG      |
| 1.2 - 2.0      | 20% - 100% Above TG |
| >2.8           | > 100% Above TG     |

| ENGINEER'S OPINION OF PROBABLE COSTS                     |                                                      |      |          |              |               | King          |               | Ratio of King to TG | Nassiri       |              | Ratio of Nassiri to TG | JT Russell    |               | Ratio of JT Russell to TG | Cindarella    |              | Ratio of Cindarella to TG | Carolina Siteworks |              | Ratio of Carolina Siteworks to TG |
|----------------------------------------------------------|------------------------------------------------------|------|----------|--------------|---------------|---------------|---------------|---------------------|---------------|--------------|------------------------|---------------|---------------|---------------------------|---------------|--------------|---------------------------|--------------------|--------------|-----------------------------------|
| Line No.                                                 | Item Description                                     | Unit | Quantity | Unit Price   | Total         | Unit Price    | Total         |                     | Unit Price    | Total        |                        | Unit Price    | Total         |                           | Unit Price    | Total        |                           | Unit Price         | Total        |                                   |
| 1.                                                       | Mobilization                                         | LS   | 1        | \$ 15,971.00 | \$ 15,971.00  | \$ 21,500.00  | \$ 21,500.00  | 1.35                | \$ 20,000.00  | \$ 20,000.00 | 1.25                   | \$ 30,000.00  | \$ 30,000.00  | 1.88                      | \$ 11,206.40  | \$ 11,206.40 | 0.70                      | \$ 4,050.00        | \$ 4,050.00  | 0.25                              |
| 1A.                                                      | Construction Surveying                               | LS   | 1        | \$ 9,583.00  | \$ 9,583.00   | \$ 8,900.00   | \$ 8,900.00   | 0.93                | \$ 11,000.00  | \$ 11,000.00 | 1.15                   | \$ 42,000.00  | \$ 42,000.00  | 4.38                      |               | \$ -         | 0.00                      | \$ 5,653.00        | \$ 5,653.00  | 0.59                              |
| 2.                                                       | Traffic Control                                      | LS   | 1        | \$ 28,580.00 | \$ 28,580.00  | \$ 28,000.00  | \$ 28,000.00  | 0.98                | \$ 30,363.00  | \$ 30,363.00 | 1.06                   | \$ 60,000.00  | \$ 60,000.00  | 2.10                      | \$ 82,400.00  | \$ 82,400.00 | 2.88                      | \$ 21,740.00       | \$ 21,740.00 | 0.76                              |
| 3.                                                       | Erosion Control & Seeding                            | LS   | 1        | \$ 16,613.00 | \$ 16,613.00  | \$ 15,000.00  | \$ 15,000.00  | 0.90                | \$ 4,500.00   | \$ 4,500.00  | 0.27                   | \$ 25,000.00  | \$ 25,000.00  | 1.50                      | \$ 15,639.52  | \$ 15,639.52 | 0.94                      | \$ 10,797.00       | \$ 10,797.00 | 0.65                              |
| 4.                                                       | Comprehensive Grading                                | LS   | 1        | \$ 48,880.00 | \$ 48,880.00  | \$ 144,000.00 | \$ 144,000.00 | 2.95                | \$ 30,000.00  | \$ 30,000.00 | 0.61                   | \$ 137,500.00 | \$ 137,500.00 | 2.81                      | \$ 42,412.92  | \$ 42,412.92 | 0.87                      | \$ 53,555.00       | \$ 53,555.00 | 1.10                              |
| 5.                                                       | Removal of Existing Asphalt Pavement                 | SY   | 100      | \$ 10.00     | \$ 1,000.00   | \$ 16.00      | \$ 1,600.00   | 1.60                | \$ 26.00      | \$ 2,600.00  | 2.60                   | \$ 60.00      | \$ 6,000.00   | 6.00                      | \$ 59.33      | \$ 5,933.00  | 5.93                      | \$ 10.00           | \$ 1,000.00  | 1.00                              |
| 6.                                                       | Pipe Removal                                         | LF   | 50       | \$ 200.00    | \$ 10,000.00  | \$ 73.00      | \$ 3,650.00   | 0.37                | \$ 32.00      | \$ 1,600.00  | 0.16                   | \$ 60.00      | \$ 3,000.00   | 0.30                      | \$ 32.96      | \$ 1,648.00  | 0.16                      | \$ 15.00           | \$ 750.00    | 0.08                              |
| 7.                                                       | Clearing & Grubbing                                  | AC   | 0        | \$ 10,000.00 | \$ 3,000.00   | \$ 45,000.00  | \$ 13,500.00  | 4.50                | \$ 4,000.00   | \$ 1,200.00  | 0.40                   | \$ 52,000.00  | \$ 15,600.00  | 5.20                      | \$ 27,466.66  | \$ 8,240.00  | 2.75                      | \$ 10.00           | \$ 3.00      | 0.00                              |
| 8.                                                       | 15" RC Pipe Culverts, Class III                      | LF   | 100      | \$ 250.00    | \$ 25,000.00  | \$ 155.00     | \$ 15,500.00  | 0.62                | \$ 40.00      | \$ 4,000.00  | 0.16                   | \$ 175.00     | \$ 17,500.00  | 0.70                      | \$ 107.12     | \$ 10,712.00 | 0.43                      | \$ 139.00          | \$ 13,900.00 | 0.56                              |
| 9.                                                       | Masonry Drainage Structures                          | EA   | 2        | \$ 4,500.00  | \$ 9,000.00   | \$ 6,000.00   | \$ 12,000.00  | 1.33                | \$ 2,500.00   | \$ 5,000.00  | 0.56                   | \$ 7,300.00   | \$ 14,600.00  | 1.62                      | \$ 4,120.00   | \$ 8,240.00  | 0.92                      | \$ 2,824.00        | \$ 5,648.00  | 0.63                              |
| 10.                                                      | Frame with Grate & Hood, Std. 840.22, Type E         | EA   | 1        | \$ 1,200.00  | \$ 1,200.00   | \$ 650.00     | \$ 650.00     | 0.54                | \$ 750.00     | \$ 750.00    | 0.63                   | \$ 1,400.00   | \$ 1,400.00   | 1.17                      | \$ 1,648.00   | \$ 1,648.00  | 1.37                      | \$ 1,150.00        | \$ 1,150.00  | 0.96                              |
| 11.                                                      | Frame with Grate & Hood, Std. 840.20, Type G         | EA   | 1        | \$ 1,200.00  | \$ 1,200.00   | \$ 650.00     | \$ 650.00     | 0.54                | \$ 750.00     | \$ 750.00    | 0.63                   | \$ 1,400.00   | \$ 1,400.00   | 1.17                      | \$ 1,648.00   | \$ 1,648.00  | 1.37                      | \$ 1,250.00        | \$ 1,250.00  | 1.04                              |
| 12.                                                      | Milling Asphalt Pavement, 0" to 2"                   | SY   | 800      | \$ 20.00     | \$ 16,000.00  | \$ 11.00      | \$ 8,800.00   | 0.55                | \$ 15.00      | \$ 12,000.00 | 0.75                   | \$ 15.00      | \$ 12,000.00  | 0.75                      | \$ 29.66      | \$ 23,728.00 | 1.48                      | \$ 21.16           | \$ 16,928.00 | 1.06                              |
| 13.                                                      | Asphalt Binder for Plant Mix                         | TON  | 20       | \$ 1,500.00  | \$ 30,000.00  | \$ 725.00     | \$ 14,500.00  | 0.48                | \$ 750.00     | \$ 15,000.00 | 0.50                   | \$ 780.00     | \$ 15,600.00  | 0.52                      | \$ 824.00     | \$ 16,840.00 | 0.55                      | \$ 846.00          | \$ 16,920.00 | 0.56                              |
| 14.                                                      | Asphalt Conc Surface Course, Type S9.5C              | TON  | 215      | \$ 120.00    | \$ 25,800.00  | \$ 167.00     | \$ 35,905.00  | 1.39                | \$ 177.00     | \$ 38,055.00 | 1.48                   | \$ 120.00     | \$ 25,800.00  | 1.00                      | \$ 206.00     | \$ 44,290.00 | 1.72                      | \$ 108.00          | \$ 23,220.00 | 0.90                              |
| 15.                                                      | Asphalt Conc Intermediate Course, Type I19.0C        | TON  | 90       | \$ 120.00    | \$ 10,800.00  | \$ 192.00     | \$ 17,280.00  | 1.60                | \$ 145.00     | \$ 13,050.00 | 1.21                   | \$ 200.00     | \$ 18,000.00  | 1.67                      | \$ 206.00     | \$ 18,540.00 | 1.72                      | \$ 104.00          | \$ 9,360.00  | 0.87                              |
| 16.                                                      | Aggregate Base Course                                | TON  | 450      | \$ 50.00     | \$ 22,500.00  | \$ 75.00      | \$ 33,750.00  | 1.50                | \$ 35.00      | \$ 15,750.00 | 0.70                   | \$ 85.00      | \$ 38,250.00  | 1.70                      | \$ 74.16      | \$ 33,372.00 | 1.48                      | \$ 64.06           | \$ 28,827.00 | 1.28                              |
| 17.                                                      | 2'-6" Concrete Curb & Gutter                         | LF   | 575      | \$ 45.00     | \$ 25,875.00  | \$ 34.00      | \$ 19,550.00  | 0.76                | \$ 38.00      | \$ 21,850.00 | 0.84                   | \$ 50.00      | \$ 28,750.00  | 1.11                      | \$ 64.01      | \$ 36,805.75 | 1.42                      | \$ 40.72           | \$ 23,414.00 | 0.90                              |
| 18.                                                      | 4" Sidewalk                                          | SY   | 145      | \$ 90.00     | \$ 13,050.00  | \$ 54.50      | \$ 7,902.50   | 0.61                | \$ 57.00      | \$ 8,265.00  | 0.63                   | \$ 90.00      | \$ 13,050.00  | 1.00                      | \$ 121.38     | \$ 17,600.10 | 1.35                      | \$ 82.40           | \$ 11,948.00 | 0.92                              |
| 19.                                                      | Curb Ramp                                            | EA   | 8        | \$ 4,000.00  | \$ 32,000.00  | \$ 2,539.00   | \$ 20,312.00  | 0.63                | \$ 2,400.00   | \$ 19,200.00 | 0.60                   | \$ 2,200.00   | \$ 17,600.00  | 0.55                      | \$ 6,427.20   | \$ 51,417.60 | 1.61                      | \$ 1,660.00        | \$ 13,280.00 | 0.42                              |
| 20.                                                      | Contractor Furnished, Type E Sign                    | SF   | 13       | \$ 30.00     | \$ 390.00     | \$ 110.00     | \$ 1,430.00   | 3.67                | \$ 115.00     | \$ 1,495.00  | 3.83                   | \$ 125.00     | \$ 1,625.00   | 4.17                      | \$ 50.71      | \$ 659.23    | 1.69                      | \$ 296.00          | \$ 3,848.00  | 9.87                              |
| 21.                                                      | 5" Monolithic Concrete Islands (Surface Mounted)     | ASY  | 75       | \$ 260.00    | \$ 19,500.00  | \$ 75.00      | \$ 5,625.00   | 0.29                | \$ 130.00     | \$ 9,750.00  | 0.50                   | \$ 120.00     | \$ 9,000.00   | 0.46                      | \$ 148.39     | \$ 11,129.25 | 0.57                      | \$ 167.00          | \$ 12,525.00 | 0.64                              |
| 22.                                                      | Thermoplastic Pavement Marking Lines (4", 90 Mils)   | LF   | 1,140    | \$ 1.00      | \$ 1,140.00   | \$ 2.30       | \$ 2,622.00   | 2.30                | \$ 2.65       | \$ 3,021.00  | 2.65                   | \$ 3.00       | \$ 3,420.00   | 3.00                      | \$ 3.30       | \$ 3,762.00  | 3.30                      | \$ 2.90            | \$ 3,306.00  | 2.90                              |
| 23.                                                      | Thermoplastic Pavement Marking Lines (8", 120 Mils)  | LF   | 295      | \$ 2.00      | \$ 590.00     | \$ 6.50       | \$ 1,917.50   | 3.25                | \$ 7.50       | \$ 2,212.50  | 3.75                   | \$ 8.00       | \$ 2,360.00   | 4.00                      | \$ 8.24       | \$ 2,430.80  | 4.12                      | \$ 4.40            | \$ 1,298.00  | 2.20                              |
| 24.                                                      | Thermoplastic Pavement Marking Lines (24", 120 Mils) | LF   | 40       | \$ 15.00     | \$ 600.00     | \$ 23.50      | \$ 940.00     | 1.57                | \$ 25.00      | \$ 1,000.00  | 1.67                   | \$ 35.00      | \$ 1,400.00   | 2.33                      | \$ 24.72      | \$ 988.80    | 1.65                      | \$ 8.70            | \$ 348.00    | 0.58                              |
| 25.                                                      | Thermoplastic Pavement Symbol (90 Mils)              | EA   | 1        | \$ 250.00    | \$ 250.00     | \$ 180.00     | \$ 180.00     | 0.72                | \$ 207.00     | \$ 207.00    | 0.83                   | \$ 500.00     | \$ 500.00     | 2.00                      | \$ 824.00     | \$ 824.00    | 3.30                      | \$ 290.00          | \$ 290.00    | 1.16                              |
| EXPECTED CONSTRUCTION CONTRACT TOTAL FROM SUMMARY ABOVE: |                                                      |      |          |              | \$ 368,522.00 | \$ 435,664.00 |               | 1.182192651         | \$ 272,618.50 |              | 0.739761805            | \$ 541,355.00 |               | 1.46898964                | \$ 452,115.37 |              | 1.226834132               | \$ 285,008.00      |              | 0.773381236                       |
| Total (From Bid):                                        |                                                      |      |          |              | \$ 368,522.00 |               |               | 0                   |               |              | 0                      |               |               | 0                         |               |              | 0                         |                    |              | 0                                 |

I certify that the unit costs shown in the bid tabulation above are the same as those submitted in the Contractor's bids.

Brian Welch, PE (Timmons Group)



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

---

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

**Section 1.** Amend the General Fund to account for the purchase of seven vehicles for the Harrisburg Division of the Cabarrus County Sheriff's Office.

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

|                                   |            |
|-----------------------------------|------------|
| Increase line item 100-2000-57103 | \$ 595,000 |
| Capital Outlay                    |            |
| 2024-2000-008 (1)                 |            |
| 2024-2000-009 (2)                 |            |
| 2024-2000-010 (4)                 |            |

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

|                              |            |
|------------------------------|------------|
| Increase line item 100-49121 | \$ 9,000   |
| Insurance Proceeds           |            |
| Increase line item 100-49905 | \$ 586,000 |
| 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 11<sup>th</sup> day of March, 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 purchase of seven vehicles for the Harrisburg Division of the Cabarrus County Sheriff's Office.

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

|                                   |            |
|-----------------------------------|------------|
| Increase line item 200-8500-59100 | \$ 586,000 |
| 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 | \$ 586,000 |
| 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 11<sup>th</sup> day of March, 2024.

---

Jennifer Teague, Mayor

ATTEST:

---

Janet Rackley, Town Clerk



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of appointment to Parks & Recreation Advisory Board

**Presenting Personnel:**

Jim Spina, Parks and Recreation Director

**Suggested Motion or Action:**

If approved, motion to appoint Zach Bowman to the Parks & Recreation Advisory Board effective March 12, 2024 through June 30, 2024.

**Description/Background:**

The election of former Parks & Recreation Advisory Board member Chris Faw to the Harrisburg Town Council created a vacancy on the board. This created a vacancy within the Board that needed to be filled. Per the bylaws, an application and interview process is to be followed to recommend the new candidate to Town Council for consideration. Given that a full application and interview process was just completed in August 2023, with viable candidates, a decision was made to pick back up with that list and move forward, particularly given that the vacant position expires in June 2024. With Councilmember Faw being the current Council liaison to that board, he and the Parks and Recreation Director interviewed the runner-up candidate from last August's selection to gauge interest in serving the remaining four months of the two-year term. Zach Bowman expressed that he would be happy to fill the seat and would consider re-applying later this spring for a two-year term of his own.

**Recommendation:**

Zach is a strong advocate for community Parks & Recreation programs and facilities and would be a good fit on the Advisory Board. It is because of this that Councilmember Faw and Town staff both strongly recommend to the Town Council to approve his appointment to the Parks & Recreation Advisory Board.

**Fiscal Impact:**

N/A

**Attachments:**

1. ZachBowman

## TOWN OF HARRISBURG COMMITTEE & ADVISORY BOARD APPLICATION

Please select all that may apply, that you may be willing to serve on. Further, rank each selected in order of preference, with 1 being the most preferred:

- |              |                                                                                          |
|--------------|------------------------------------------------------------------------------------------|
| Rank # _____ | Planning and Zoning Board (Full Member)                                                  |
| Rank # _____ | Planning and Zoning Board (ex-officio, non-voting, sustainability)                       |
| Rank # _____ | Board of Adjustment                                                                      |
| Rank # _____ | Parks and Recreation Advisory Board (Full Member)                                        |
| Rank # _____ | Parks and Recreation Advisory Board (ex-officio, non-voting, sustainability) Harrisburg  |
| Rank # _____ | Arts, Culture and Heritage Committee (Full Member)                                       |
| Rank # _____ | Harrisburg Arts, Culture and Heritage Committee (ex-officio, non-voting, sustainability) |

### QUALIFICATIONS

If applying for an ex-officio, non-voting, sustainability position, please list those qualifications that would be applicable for the position.

Please complete the form below and return to Town Clerk, Town of Harrisburg at PO Box 100, Harrisburg NC 28075 or submit via email to [jrackley@harrisburgnc.org](mailto:jrackley@harrisburgnc.org).

### APPLICANT INFORMATION

|                                                                                                                                         |               |                  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|--|
| Name                                                                                                                                    |               | Date             |  |
| Address                                                                                                                                 |               | Apartment/Unit # |  |
| City                                                                                                                                    | State         | Zip              |  |
| Phone                                                                                                                                   | Email Address |                  |  |
| Are you able to attend regularly scheduled nighttime meetings once a month?    YES <input type="checkbox"/> NO <input type="checkbox"/> |               |                  |  |
| How long have you lived in Harrisburg or within the Planning Area?                                                                      |               |                  |  |
| Have you ever been convicted of a felony?    YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, explain?                  |               |                  |  |

### REFERENCES

*Please list three references.*

|             |              |
|-------------|--------------|
| <b>Name</b> | Relationship |
| Company     | Phone (    ) |
| Address     |              |
| <b>Name</b> | Relationship |
| Company     | Phone (    ) |
| Address     |              |
| <b>Name</b> | Relationship |
| Company     | Phone (    ) |
| Address     |              |

## EMPLOYMENT

|                  |      |              |  |
|------------------|------|--------------|--|
| Company 1        |      | Phone ( )    |  |
| Address          |      | City / State |  |
| Job Title        |      |              |  |
| Responsibilities |      |              |  |
| Dates            | From | To           |  |
| Company 2        |      | Phone ( )    |  |
| Address          |      | City / State |  |
| Job Title        |      |              |  |
| Responsibilities |      |              |  |
| Dates            | From | To           |  |

## EDUCATION

|                        |       |    |
|------------------------|-------|----|
| School                 | From  | To |
| Degree                 | Major |    |
| Additional Information |       |    |

### ADDITIONAL COMMENTS

Provide a brief statement outlining why you wish to serve on a Town Committee or Advisory Board.

Based on what you know about Town Committees and Advisory Boards, what skills and abilities can you offer that will make those Town Committees and Advisory Boards better?

Please list any current civic and/or community participation you may be involved with, in the space below. Include and public boards or advisory boards you may have served on.

[illegible]

## DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature

**Zachary Bowman**

Date

## FOR OFFICE USE ONLY

The applicant lives within:                      Town Limits                      ETJ                      Planning Area

Committees/Boards applicant is qualified, listed in order of preference:

- |          |          |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

## APPENDIX A - DESCRIPTIONS

### Planning and Zoning Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town and is appointed by the County. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for two years. The Planning and Zoning Board typically meets the 3rd Tuesday of every month at 6pm.

### Board of Adjustment

Effective June 12, 2023, the Board of Adjustment is a fully separate volunteer Board from the Planning and Zoning Board and consists of five members and two alternate members. The Board of Adjustment hears all variance cases, Conditional Use permit requests, and appeals of the Zoning Administrator's decisions. This Board acts as a quasi-judicial body, and makes a final decision on all of the cases brought before them. All documentation brought before the Board of Adjustment must be provided in the form of evidence, and all speakers at a Board of Adjustment meeting are sworn in before providing testimony.

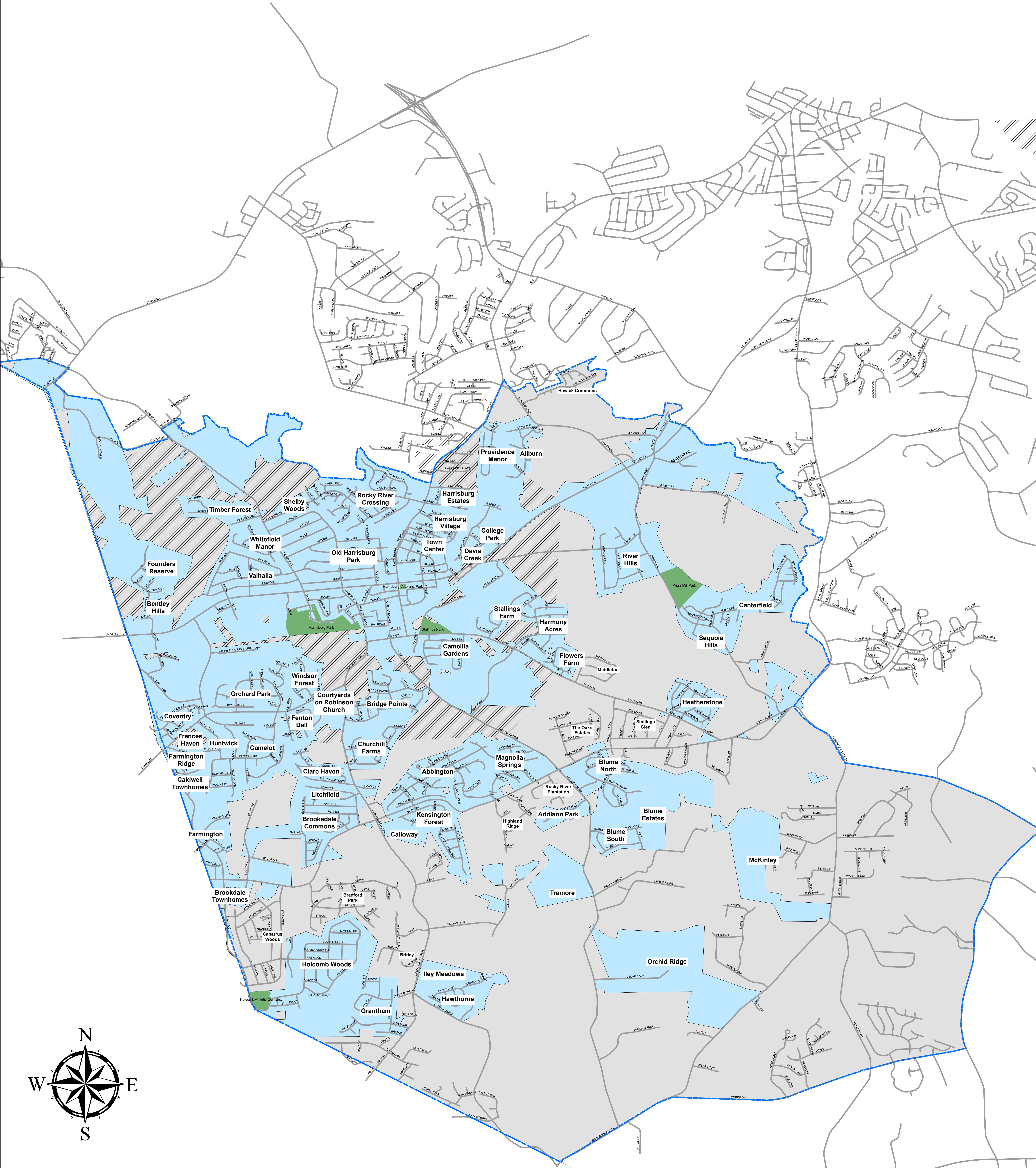
### Harrisburg Arts, Culture & Heritage Board

The Harrisburg Arts, Culture & Heritage Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town and is appointed by the County. The Board makes recommendations to the Town Council on arts, culture and heritage cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for two years. The Harrisburg Arts, Culture & Heritage Board typically meets the 4th Monday of each month at 6pm at Harrisburg Town Hall.

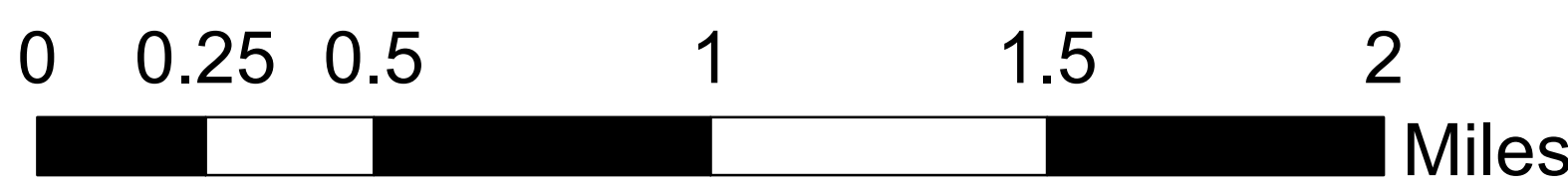
### Harrisburg Arts, Culture & Heritage Committee

The Town of Harrisburg Arts, Culture & Heritage Committee, a sub-committee of the Parks and Recreation Advisory Board, provides a voice, specific for the Arts, Culture and Heritage of the Harrisburg community. The Committee consists of seven individuals who live in the local community and have interest in supporting and preserving programs, events, history & heritage, culture and the arts of Harrisburg. Six members of the Board reside in the Town of Harrisburg, and up to one member may reside in the Planning Area for Harrisburg. Through monthly meetings, information obtained from the Arts, Culture and Heritage Committee is provided to Harrisburg Parks & Recreation Advisory Board and Town Council to help make informed decisions that support the arts, culture and heritage of the community. The Committee typically meets the 1st Monday of each month at 6pm at Harrisburg Town Hall.

Further detail of any of the above Boards and Committees can be found on the Town's website, [www.harrisburgnc.org](http://www.harrisburgnc.org).



# Town of Harrisburg North Carolina



- Legend**
- Harrisburg Town Limits
  - ETJ Boundary
  - Harrisburg Planning Area
  - Harrisburg Parks
  - Cabarrus County