



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

**December 9, 2024
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. The meeting may be viewed remotely via YouTube at the following link:
[Meeting Video](#)
- B. AGENDA ADOPTION
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. SPECIAL PRESENTATIONS
 - 1. Youth Council Capstone Project Update: Read Across Harrisburg
- 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 November 12, 2024, Town Council meeting
- B. Consider the proposed Town Council and Advisory Boards Meetings Calendar for 2025
- C. NCDOT Speed limit ordinance change NC49
- D. Reappointment of Robert Donham to WSACC Board of Directors.
- E. 2025 Appointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO)
- F. Appointments to the 2025 Centralina Regional Council Board of Delegates

3. COMMUNICATIONS

- A. TOWN MANAGER REPORT
- B. FINANCE REPORT

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

4. **PUBLIC HEARINGS**

- A. H-2024-01-TA Text Amendments of Various Chapters of the Unified Development Ordinance

5. **OLD BUSINESS**

- A. Contract with NCRR Co. to purchase a parcel of land for the Harrisburg Passenger Rail Station in accordance with the previous adopted Memorandum of Understanding

6. **NEW BUSINESS**

- A. H-2024-01-S: McKinley Subdivision Preliminary Plat

7. **ACTION ITEMS**

8. **CLOSED SESSION**

9. **ADJOURNMENT**

Vision Statement

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

Mission Statement

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



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the November 12, 2024, Town Council meeting

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

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

Description/Background:

Draft minutes of the November 12, 2024, Town Council meeting are presented for consideration.

Recommendation:

Approval

Fiscal Impact:

None

Attachments:

1. November 12, 2024 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
TUESDAY, NOVEMBER 12, 2024
6:00 PM**

MINUTES

Mayor Jennifer Teague called the meeting to order.

PRESENT: Mayor Jennifer Teague; Mayor Pro-Tem La'Trecia Glover, Councilmembers Altyn Cotell, Mike Thevenin, Chris Faw, Ian Patrick, Ron Smith

ABSENT: Maurice Price, Jr.

1A.

CALL TO ORDER

Mayor Teague called the meeting to order.

1B.

AGENDA ADOPTION

MOTION:

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

1C.

INVOCATION

Councilmember Thevenin conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

- **Presentation from WSACC on Master Plan Update.** Lee Campbell with Black & Veatch and Thomas Hahn with WSACC provided an update to the WSACC FY22 Master Plan.
- **Presentation of FY2026 Budget Process and Schedule.** Staff presented details of the FY2026 budget process, as well as vetting the budget calendar dates with Town Council.
- **Audit Presentation – Fiscal Year 2024.** Town staff and Kang Moua from the independent audit firm Martin Starnes & Associates presented both financial and audit results from the Town's annual financial audit for FY2024.

1F.

PUBLIC COMMENT

- Jeff Miller, 315 Woodside Drive, Harrisburg – concerned about proposed Roberta Road round-about creating more cut through traffic down Woodside Drive and into old Harrisburg.

Because of the number of people signed up to speak on this same subject, Town Manager, Rob Donham, spoke to explain the plan and timeline for this road project.

- Maggi Moose, 308 Woodside Drive, Harrisburg – concerned about potential cut-through traffic that may be caused by the proposed Roberta Road round-about
- Mark Monroe, 6751 River Hills Drive, Harrisburg – would like to see the billboard by Town Center on Hwy 49 removed because it looks so bad

2.

CONSENT AGENDA

- A. Consider the minutes of the October 14, 2024, Town Council Meeting

MOTION:

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

3A.

COMMUNICATIONS

Town Manager Report

- Introduced Jonathan Young, the Town's new Public Works Director. He has over 14 years of municipal experience and comes to us from the Town of Mooresville. He has a bachelor's degree in both civil and environmental engineering from NC State University and is a licensed professional engineer in North and South Carolina. Mr. Young is also a licensed general contractor.
- Rob Donham and Mayor Teague will be attending and presenting at the State of the Region event put on by the Chamber of Commerce this Friday.
- The Town has launched a Projects Under Construction page on the Town's website and are currently working on a Plan Status Dashboard as well to keep everyone in the community updated on what projects are happening around Harrisburg.

3B.

COMMUNICATIONS

Finance Report

Finance Director Brian Lee presented the Finance report.

3C.

COMMUNICATIONS

Law Enforcement Report:

Sergeant Frye presented the Law Enforcement report.

3D.

COMMUNICATIONS

Fire Department Report:

Fire Chief Bryan Dunn presented the Fire Department report.

3E.

COMMUNICATIONS

MAYOR'S COMMENTS

- Thanked all the veterans in our community for their service and sacrifice for our country. Also, would like to extend our condolences to the family of Robert MacLeod who passed away on Sunday. He was a long time Harrisburg resident and veteran who was actively involved in the American Legion Post here. He was a recipient of the Medal of Valor for his service, and he was very instrumental in the design of Veteran's Park and was a keynote speaker when that was dedicated back in 2019.
- Attended a ribbon-cutting for the new library and senior center in Mount Pleasant. It is a beautiful facility. The county is hoping to have something similar in Harrisburg at some point in the future.
- Congratulations to all those newly elected officials and those incumbents who were reelected as well. Looking forward to working with each and every one of them.
- Thanks to our Parks and Recreation staff again for knocking it out of the park with the trick or treat event. It was wonderful.
- Reminder that the upcoming Christmas Tree Lighting event will be on December 6th at Harrisburg Park.

3F.

COMMUNICATIONS

COUNCIL COMMENTS

Councilmember Faw

- Complimented Town staff for their help with a streetlight that was out. Delighted with the customer service.
- Enjoyed the Halloween event at the park as well. Great job.

Councilmember Smith

- Our Pop Warner football teams are getting close to the championship. Both the 10U and 12U teams have a chance to win and if they do, they would go to Orlando to compete for a national title. They may be coming to Town Council to help with expense of that trip. Currently there is \$20,000 budgeted for that, but if both go, it may be more in the range of \$50,000 - \$60,000. We need to think about whether we would be willing to increase our current allocation for it. After some discussion, the following action was taken:

MOTION:

Councilmember Patrick made a motion to give the Town Manager discretion to increase the budget authorization up to \$60,000 if both teams make the trip to Orlando to compete for a national championship. Second was made by Mayor Pro-Tem Glover. **The motion passed 6-0.**

- Asked about the timeline for the sidewalks on Oakly and if there is a possibility of adding some street lighting there as well.
- There are some vehicles that are driving over the Stallings/Raging Ridge roundabout at a high rate of speed. Not even going around it like they should, just driving completely over it.

4A.
PUBLIC HEARING

None

5A.
OLD BUSINESS

None

6A.
NEW BUSINESS

Consideration of Purchase Contract for a 2027 Spartan MetroStar Pumper Fire Truck.

Apparatus Replacement FD101

Replaces - FD101 – 2005 Spartan/Smeal Pumper

a. Age of Apparatus – 18 Years

b. Actual Mileage – 100,453

c. Engine Hours – 12,340.9

d. Mileage Equivalent (Engine Hour X 33 Miles) – 407,249.7

e. What apparatus do you plan to purchase – Similar Type/Model to FD102 purchased in 2019.

This apparatus is scheduled for replacement as per the town apparatus replacement plan. Based on its age, mileage, engine hours, feature set and capabilities, it has been determined that this apparatus has reached the operational threshold for service and is recommended for replacement and reassigned for secondary operational use. It has been determined that due to growing operational, environmental demands and stressors this apparatus operates in, that continuing its current role will increase the overall cost of ownership in repairs, downtime, and other related costs, as well as safety related issues and concerns could develop if this apparatus remains in its current front-line role. It also has been determined that due to the current age and overall condition it would be beneficial to HFD that the apparatus continue its service for a couple more years and be reassigned for other operational needs, such as, but not limited to, reserve apparatus, training scenarios and promotional exams, personnel and equipment carrier, mutual aid, disaster, callbacks and other emergency deployments. By reassigning this apparatus in a secondary and tertiary role, it will extend the ownership and service life and will minimize the likelihood of any reduction or disruption of HFD's operational service level that is provided to the community, as it will provide FD and town personnel with a safe apparatus to fulfill numerous demands with.

The multiplier of thirty-three miles per engine hour is a common industry standard & what was used for the mileage equivalent due to engine idle.

The fiscal impact to the Town is a capital expenditure of \$1,156,502. The FY2025 CIP and Budget Ordinance provided a total budget of \$1,250,000 for this purchase.

Due to the amount of the expected purchase, the project is required to be formally bid unless otherwise exempted. Town staff issued an RFP to targeted manufacturers and publicly and received only one bid in return. The bid was not opened, following formal bidding guidelines. The responding vendor is offering its bid under the Sourcewell group purchasing contract, which qualifies as a valid exemption from the formal bidding requirements. Given the lack of response and the fact that the purchase is on an approved, discounted group purchasing contract, staff are in agreement that the Town is receiving a competitive market price for the build. Therefore, staff is not doing a second round of bidding in favor of the Sourcewell contract.

The \$1.25M budget was provided under the Town's Public Safety Capital Project Fund, which provides for multi-year capital purchases and projects. The Town separately has ARPA funds designated for a project that is now unlikely to be encumbered before 12/31, putting the ARPA funds at risk of being forfeited.

This project is the Main St. rehabilitation project, funded with \$700k of ARPA funding. The amendments provided accomplish the following movement in funding sources associated with these projects:

- Shifts \$700k in ARPA funding from the Main St. rehabilitation project to the Fire Truck purchase.
- Appropriates remaining funds and interest earned in the ARPA fund to ensure 100% encumbrance of funds prior to 12/31/2024, the statutory deadline.
- Shifts the \$700k of Capital Reserve Funding intended for the Fire Truck purchase to the Streets Capital Project Fund to house the Main St. rehabilitation project.
- Adjusts the FY2025 Budget Ordinance to facilitate the transfers of capital reserve funds accordingly.
- Provides for the final transfer of interest earned in the ARPA Fund to the General Fund upon closure of the Grant Fund

Funding Summary

- \$1,156,502 Fire Truck Purchase
 - \$705,000 - ARPA
 - \$545,000 - Existing Capital Reserve Funds (\$1,250,000 budget less \$705,000 ARPA funds)
- \$700,000 Main Street Rehab Project
 - \$700,000 - Capital Projects Fund - Transportation - General Fund Capital Reserve Fund

After some discussion, the following action was taken:

MOTION:

Mayor Pro-Tem Glover made a motion to approve the purchase contract with Atlantic Coast Fire Trucks for \$1,156,502 for the purchase of a 2027 Spartan MetroStar/Smeal Custom Pumper Fire Truck and the related amendments to the FY2025 Budget Ordinance, the Grant Project Ordinance - ARPA, and the Public Safety and Transportation Capital Project Funds. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

7.

ACTION ITEMS

- Check into lighting options with sidewalks on Oakley
- Get any statistical data on AI tag reading from Captain Measimer
- Media for upcoming Pop Warner championship

8.

CLOSED SESSION

None

9.

ADJOURNMENT

MOTION:

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the proposed Town Council and Advisory Boards Meetings Calendar for 2025

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the 2025 Meetings Calendar for Town Council and Advisory Boards.

Description/Background:

The annual calendar for all meetings of Town Council, Advisory Boards, Neighborhood Meetings, and Youth Council is presented for consideration.

For 2025 there is only one meeting moved due to a holiday:

- The January meeting of the Parks and Recreation Advisory Board would normally be held on January 20, 2025, and that is Martin Luther King Jr. Day, so they have decided to move it to the following Monday, January 27, 2025.

Recommendation:

Approval

Fiscal Impact:

None

Attachments:

1. Meetings Calendar 2025

2025

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27*	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Notes:

TOWN COUNCIL

2nd Monday, 6:00 pm

PLANNING & ZONING

ADVISORY BOARD

3rd Tuesday, 6:00 pm

BOARD OF ADJUSTMENT

1st Tuesday, 6:00 pm

NEIGHBORHOOD MTGS.

3rd Thursday, 6:00 pm

@ Town Hall

PARKS & RECREATION

ADVISORY BOARD

3rd Monday, 6:00 pm

YOUTH COUNCIL

4th Tuesday, 6:00 pm

No meetings June or July

PLEASE NOTE

Some regular meetings
may be moved if they
Conflict with holidays



TOWN OF HARRISBURG

Agenda Item Details

Title:

NCDOT Speed limit ordinance change NC49

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

Motion to repeal the designated speed limit of 55 mph and to make a declaration to enact a speed limit of 45 mph for the portion of NC49 from the western corporate limit at the Mecklenburg County line, eastward to Galvan Way (formally Millbrook Rd.)

Description/Background:

NCDOT is in the process of performing administrative housekeeping on ordinances concerning the speed limit on NC49 to eliminate incorrect and/or overlapping ordinances which cover small sections that have been overlooked in the past. Currently, the segment of NC49 from the western corporate limit at the Mecklenburg County line, eastward to Galvan Way is officially 55 mph per existing state ordinance 1005208. NCDOT requires a municipal resolution to officially repeal the 55 mph speed limit and enact a revised ordinance to set the official speed limit for the noted segment to be consistent with adjacent segments. It is understood by staff that NCDOT is currently working to enact ordinances to set the speed limit between the Mecklenburg County line and the 485 interchange to 45 mph. If/when this is successfully accomplished, then the speed limit entering Harrisburg from Mecklenburg along NC49 would eventually be posted at 45 mph and transition to 35 mph at the current location near the Galvan Way intersection.

Recommendation:

Staff recommends the town make a declaration to repeal the 55 mph speed limit for the segment of NC49 from the western corporate limit at the Mecklenburg County line, eastward to Galvan Way (Formally Millbrook Road) and declare the speed limit 45 mph.

Fiscal Impact:

No impact

Attachments:

1. HWY 49 SL Municipal Declarations
2. HWY 49 SL ordinance limits

**Certification of Municipal Declaration
To Repeal Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1005208

Division: 10 **County:** CABARRUS

Municipality HARRISBURG

Type: Municipal Speed Zones

Road: NC 49

Car: 55 MPH

Truck: 55 MPH

Description: NC 49 from the western corporate limit, at Mecklenburg County Line, eastward to Millbrook Road (SR 1128).

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20_____, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my
hand and the municipal seal this _____ day
of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1086661

Division: 10 **County:** CABARRUS

Municipality HARRISBURG

Type: Municipal Speed Zones

Road: NC 49

Car: 45 MPH

Truck: 45 MPH

Description: NC 49 from the western corporate limit, at Mecklenburg County Line, eastward to Millbrook Road (SR 1128)

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my
hand and the municipal seal this _____ day
of _____, 20_____.

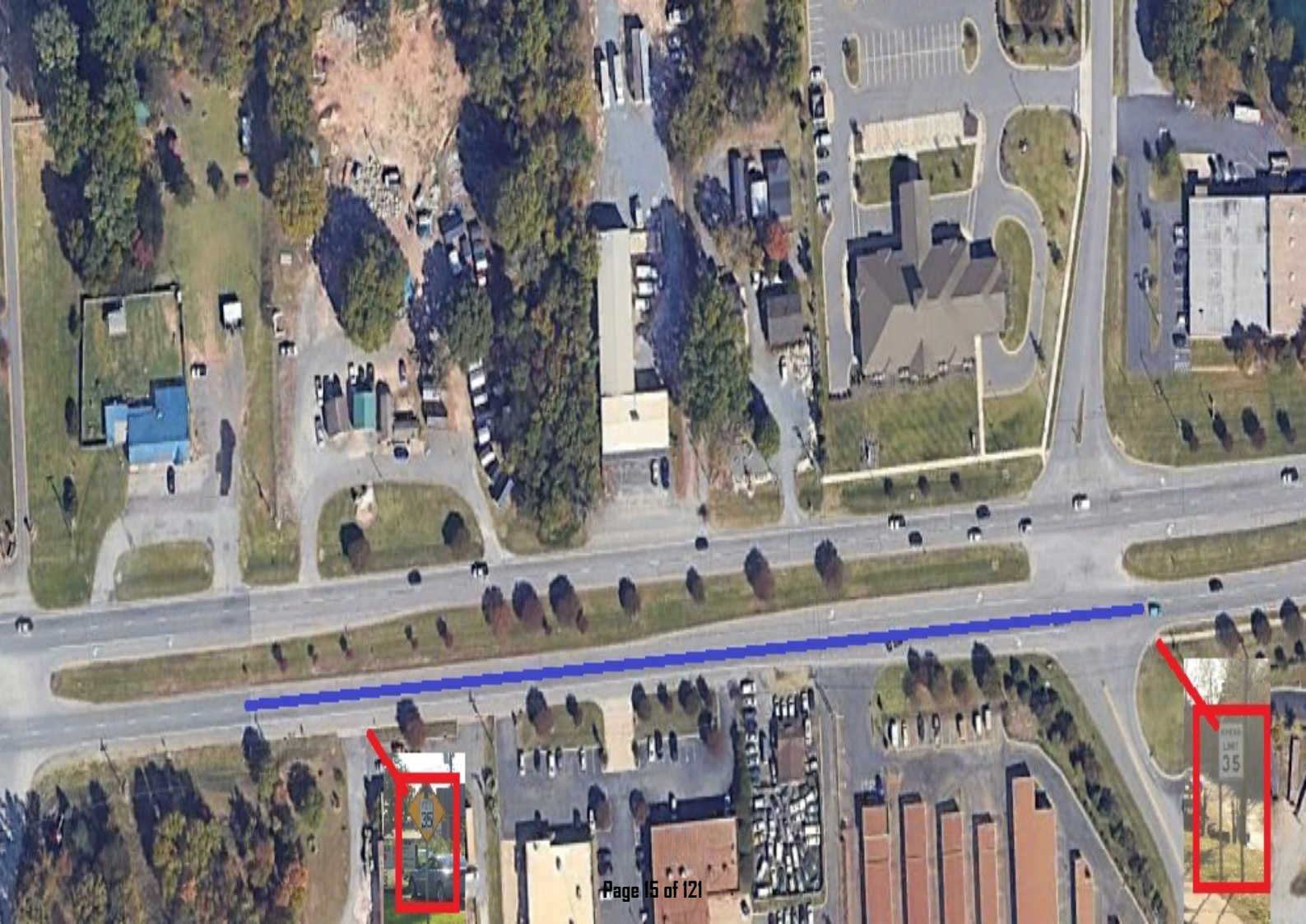
(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ **Title:** _____ **Date:** _____

Region: _____ **Title:** _____ **Date:** _____





TOWN OF HARRISBURG

Agenda Item Details

Title:

Reappointment of Robert Donham to WSACC Board of Directors.

Presenting Personnel:

Suggested Motion or Action:

Motion to reappoint Robert Donham to the WSACC Board of Directors for a three-year term, ending January 20, 2028.

Description/Background:

Robert Donham's current term on the WSACC Board of Directors ends on January 20, 2025, so the Town will need to make a new appointment or reappoint him. Mr. Donham is requesting to be reappointed to serve on the WSACC Board of Directors for another three-year term.

Recommendation:

Reappoint Robert Donham to the WSACC Board of Directors.

Fiscal Impact:

None

Attachments:

1. 2025-1 Robert Donham Expiring Term

November 5, 2024

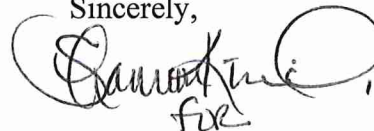
Mayor Jennifer Teague
Town of Harrisburg
P.O. Box 100
Harrisburg, NC 28075

Dear Mayor Teague:

The appointment of Mr. Robert Donham to the Board of Directors of the Water and Sewer Authority of Cabarrus County (WSACC) will expire on January 20, 2025. The Town of Harrisburg will need to make a new appointment or may re-appoint Mr. Donham to WSACC's Board of Directors. Please notify us of your appointment or re-appointment.

If you have any questions regarding this matter, please contact Chad VonCannon at 704-786-1783, ext. 224.

Sincerely,

 Secretary to the Board
for

Mike Legg
Chairman

cc: Robert Donham
Chad VonCannon
Central Files



TOWN OF HARRISBURG

Agenda Item Details

Title:

2025 Appointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO)

Presenting Personnel:

Suggested Motion or Action:

Motion to appoint Councilmember Ron Smith to serve as the 2025 Transportation Advisory Committee (TAC) representative for the Town, Councilmember Maurice Price as the TAC alternate, Devin Huston as the Technical Coordinating Committee (TCC) representative, and Jonathan Young as the TCC alternate.

Description/Background:

Each year, the North Carolina Department of Transportation (NCDOT) requires the CRMPO to supply a list of current TAC and TCC representatives along with their alternates. At present, Councilmember Smith is the appointed member and Councilmember Price serves as the alternate to represent the Town of Harrisburg on the TAC. Currently, Devin Huston serves as the TCC representative and Robert Donham serves as the alternate. The only change we are requesting for 2025 is to remove Robert Donham as the TCC alternate and appoint Jonathan Young in his place.

Recommendation:

Approval of the appointments as requested.

Fiscal Impact:

None

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Appointments to the 2025 Centralina Regional Council Board of Delegates

Presenting Personnel:

Suggested Motion or Action:

Motion to appoint Mayor Jennifer Teague as the Town of Harrisburg delegate to the 2025 Centralina Regional Council Board of Delegates, and appoint Councilmember Altyn Cotell as the alternate.

Description/Background:

The Town needs to appoint members to the 2025 Centralina Regional Council Board of Delegates. Currently, Mayor Teague serves as the Harrisburg delegate, with Councilmember Cotell serving as the alternate. The recommendation is to reappoint both Mayor Teague and Councilmember Cotell to this board for 2025.

Recommendation:

Approval of request to reappoint Mayor Teague and Councilmember Cotell to the 2025 Centralina Regional Council Board of Delegates.

Fiscal Impact:

None

Attachments:

1. Centralina Delegate Role 2025

Centralina Board of Delegates

Board of Delegates Key Facts & Responsibilities

- **Who?** Each member government appoints an elected official to serve on the Board of Delegates and another elected official to serve as an Alternate to attend meetings in the Delegate's absence.
- **Why?** The Board of Delegates is the governing and decision-making body for Centralina. The Board approves the organization's policies, budget, and goals.
- **When?** The Board of Delegates meets four times per year in February, May, August, and October.
- **Leadership:** The Board of Delegates elects officers from the Board's membership to serve as Chair, Vice Chair, Secretary, and Treasurer. The Board of Delegates also appoints members to serve on the Executive Board. These appointments are made at the February meeting.
- **Subcommittees:** The current subcommittees of the Board are the Finance Committee and the Strategic Plan Subcommittee.

Delegate Roles and Expectations

When selecting a Delegate and Alternate, member governments are encouraged to consider the following roles and expectations. Please also identify potential scheduling conflicts that may prevent elected officials from regularly attending Board of Delegates meetings.

- **Decision Maker:** Approve an annual budget, member dues assessment, Bylaws amendments, federal action agenda and state engagement plan;
- **Advisor:** Identify opportunities for the region to work together more effectively, efficiently, and affordably;
- **Connector:** Serve as the communication link to the member government on Centralina issues and services;
- **Champion:** Communicate the value of Centralina and regional cooperation; and
- **Representative:** Serve on Standing or Ad Hoc committees, or if appointed, on the Executive Board to provide additional guidance and direction for Centralina activities.

2025 Centralina Board of Delegates Meeting Schedule

What to Expect? Meetings are held to accomplish the organization's key business, including decision-making and discussing issues of regional importance. The Board of Delegates is often asked to provide input on critical business items, making it essential that each member government is represented at these meetings. Without a quorum, the Board cannot take official actions.

Meetings will be held at 5:00 p.m. on the following dates.

- Wednesday, February 12, 2025 -Annual Meeting
- Wednesday, May 8, 2025 -Centralina Open House
- Wednesday, August 13, 2025 August Advocacy:
- Wednesday, October 8, 2025 - Annual Dinner& Region of Excellence Awards Ceremony

Expense Reimbursement

Centralina reimburses Delegates, or in their absence, an Alternate, for travel expenses for attending regular and special meetings of the Board of Delegates, the Executive Board, or their committees. The amount of the reimbursement is based on the roundtrip mileage from the Delegate's government center to the meeting location. The reimbursement is calculated using the standard mileage rate published by the Internal Revenue Service. Alternatively, Delegates can donate their mileage reimbursement to the Centralina Foundation, which is an affiliated 501(c)(3) non-profit organization which supports activities and initiatives of regional collaboration.



Planning and Zoning Department

Staff Report – Town Council H-2024-01-TA: Various Chapters

DATE: December 9, 2024

SUBJECT: **H-2024-01-TA:** Various Chapters of the Unified Development Ordinance (UDO). Request to amend various Chapters of the UDO for the purpose of correction, clarification, or adding regulations.

Applicant: Staff Text Amendment

Staff Report Prepared by: Shelley DeHart, Assistant Planning Director

Neighborhood Meeting: N/A

APPLICATION SUMMARY

- Staff is proposing the modification of various sections of the UDO. The intent behind this proposed action is to:
 - Codify requirements typically placed on conditional zoning projects, thus establishing them as standard regulations; and
 - Clarify use definition for limited-service restaurants; and
 - Enhance the quality of life for residents.
- These amendments are focused on:
 - Establishing regulations for Cluster Box Units (cluster mailbox units) that include location requirements, safety features, accessibility, and shelter from the weather.
 - Modifying stormwater pond regulations to require amenities around facilities that include walking trails, benches, and dog-waste stations, with the ability to count the areas toward meeting active open space requirements.
 - Definition for Restaurant – Limited Service- clarifying that some interior sit-down service is required within drive-through restaurant businesses.
 - Minor editorial corrections within the Chapters proposed for amendment.
- These proposed amendments are found to be consistent with the criteria for Common Decision Criteria found in Section 145.01.07, and Specific Review Criteria found in Section 145.03.01 of the UDO, and with the goals of the Harrisburg Area Land Use Plan (HALUP) and therefore, recommended for approval by staff and the Planning and Zoning Board as presented in this report.

STAFF ANALYSIS

Town staff maintains a log of proposed modifications to the Town’s Unified Development Ordinance (UDO). These amendments vary from minor edits to full rewrite of Chapters. A number of these amendments are developed as the result of added “conditions of approval” placed on conditional zonings applications, staff identified issues that affect implementation of the codes, or changing conditions in land use or technology. This request is the first of many that will be processed over the coming year as we undertake a comprehensive update of the UDO.

AMENDMENTS

Section 140.04.07 Accessory Use and Structure Standards: This amendment proposes to add performance standards for the installation of Cluster Box Units (CBUs), more commonly known as “cluster mailbox units” utilized for the delivery of mail by the US Postal Service. The UDO has a definition for CBUs, however, there are no performance standards related to placement or design. See **Attachment A-** for complete edits within this Section of the UDO.

12. ***Cluster Box Units (CBUs):** All CBU’s shall meet the standards set forth by the U.S. Postal Service and the Town.*
 - a. ***Location:** All units shall be placed in a safe and accessible location within a development’s common open space or amenity center (outside of a public right-of-way). When CBU locations are dispersed throughout a community the unit placement shall be positioned within a one block walking distance of the users. If large clusters of units are proposed, they shall be located at the common amenity center, or other common open space area, with designated off-street parking.*
 - b. ***Site Design:** All units shall be in compliance with the U.S. Postal Service criteria and shall include the following:*
 - i. *Each CBU shall be installed under a covered structure or within a building that is architecturally compatible with the development. Electrical service shall be provided to all structures to allow for current or future installation of lighting or security devices.*
 - ii. *Adequate lighting shall be provided for public safety.*
 - iii. *Designated parking spaces are required and shall be ADA accessible.*
 - iv. *Additional requirements may apply pursuant to the Town’s development standards and specifications.*
 - c. ***Permitting:** All CBU sites shall be reviewed and approved by the Town for compliance with Town standards.*

Section 142.02.11 Open Space and Park Design and Dedication: The Town continues to identify projects and/or code changes that will encourage wellness, movement, and enhance the quality of life for its residents. One such focus area is parks, open space, and greenway opportunities within new developments. The benefits from these uses include:

- Facilitating physical activity and improving social health and connections; and
- Improvement of water quality, preservation of wildlife areas, and the improvement of air quality in support of environmental protection; and

- Supporting the community through the provision of neighborhood connections, reconnecting children with nature, and promoting regional connectivity; and
- Supporting property values, the promotion of tourism, and other areas of the economy.

Staff is proposing an amendment that will activate areas of all developments that are typically underutilized to further the goals and benefits of an active lifestyle. Stormwater pond areas within developments fall into the underutilized category.

This amendment is proposing to require:

- All stormwater facilities shall incorporate a wet pond design in compliance with the Town's stormwater development standards.
- Amenities within a stormwater pond area shall include:
 - Paved 10' multi-use path around the pond facility that can be easily accessed within the development by a connecting sidewalk.
 - Benches and lighting.
 - Tree plantings
 - Dog-Waste Station.
- Landscape buffer if area directly abuts a residential lot(s).

Additionally, the following modifications are proposed:

- The landscape buffer, and amenity enhancements listed above, will also apply to trails not associated with a stormwater pond; and
- The developer will receive 50% credit for the stormwater pond area as "active" open space, where there was previously no allowance to receive such credit.

Other corrections and edits are included in this amendment. Refer to **Attachment B** of this report to review the proposed amendments of **Section 142.02.11 Open Space and Park Design and Dedication** in their entirety.

Section 148.02 Definitions: This amendment proposes to modify the existing definition for restaurant, specifically "limited service." The intent of this amendment is to clarify the existing definition to ensure future restaurant use includes dine-in service. Please see **Attachment C**.

Restaurant means a use category containing uses serving food and beverages where all service takes place within an enclosed building or accessory outdoor eating or food dispensing areas.

Uses in this use category include Baked Goods or Snack Shop; Catering Establishment; Coffee Shop; Ice Cream Shop; Restaurant, Full Service (dine-in only); Restaurant, Limited Service (delivery, carryout, drive-thru); and other uses meeting the definition of Restaurant *shall include some interior sit-down, dine-in service as determined by* ~~according to~~ the Director.

PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board heard this request at its November 19th public meeting. After receiving the staff report and deliberations, the Board made some minor edits to the proposed amendment, which have been incorporated within this report for your consideration.

The Board further found the amendment consistent with the “**Specific Review Requirements**” of **Section 145.03.01** of the UDO, and the **applicable “Common Decision Criteria”** found in **Section 145.01.07**, as follows:

Specific Review Criteria

1. *Errors.* The amendment is necessary to correct an error or inconsistency in the UDO; or *This amendment is necessary to correct issues with implementation of the code, clarify definitions, and correct references within the UDO.*
2. *Changing Conditions:* The amendment is necessary to meet the challenge of a changing condition that was not anticipated in the HALUP. *The text amendments further the goals of the HALUP in sections focused on Parks, Recreation & Open space, Public Safety, and Land Use and Development design.*

Applicable Common Decision Criteria:

1. Amendment promotes the “Purposes” of UDO as found in **Section 144.01.02**, as follows:
 - a. Comprehensive Plan (HALUP) – The amendment furthers the goals around Park & Recreation, Community Design, and Land Use.
 - b. Public Health & Safety – The amendment adds performance standards addressing public health and safety as it relates to trails and the design and placement of CBU's.
 - c. Quality of Life – The amendment promotes good design principles and practices, walkability, and strengthening connectivity between neighborhoods and public and private amenities.
 - d. Economic Development – The amendment enhances the quality of life that promotes economic growth and vitality within a community.
2. The proposed text amendment includes clarification of a use to protect the public health and welfare by reducing future conflicts between pedestrians and vehicles associated with exclusive drive-thru only establishments; thus, promoting social interactions and reducing traffic congestion.
3. This text amendment application is following the required meeting and public hearing process as outlined in the UDO.
4. The proposed amendment furthers the implementation goals of the HALUP.

Upon confirming these findings, the Board unanimously approved a motion to recommend the Town Council Approve the text amendment with modifications consistent with the goals of the HALUP.

RECOMMENDED ACTIONS

Receive the P & Z Board's recommendation, conduct the public hearing, and render a decision to approve, approve with modifications, or disapprove the text amendment.

Attachment A – Draft Section 140.04.07

Attachment B – Draft Section 142.02.07

Attachment C – Draft Section 148.02

Attachment D – Draft Ordinance Draft Ordinance

9. **Outside Storage.** No outside storage shall be permitted except the storage of recreational vehicles per Paragraph 12, *Vehicular Storage*, below.
10. **Accessibility.**
 - a. **Ingress/Egress.** Vehicular ingress/egress shall provide for safe access by customers and emergency vehicles.
 - b. **Interior Travel Lanes.** Interior travel lanes shall have a minimum width of 12 feet for one-way and 24 feet for two-way travel lanes. The minimum travel lane width for fire and life safety access shall be 20 feet.
11. **Off-Street Parking Standards.** Parking shall be provided by parking/driving lanes adjacent to the manager's office.
12. **Vehicular Storage.** Required parking spaces shall not be rented as, or used for, vehicular storage. However, additional parking area may be provided for recreational vehicle storage.
13. **Accessory Uses.** Sales of customary equipment and supplies, such as hand trucks, straps, tapes, packaging materials, boxes, etc. are permitted through the main office only.

140.04.07 Accessory Use and Structure Standards

140.04.07.A General Provisions

1. **Generally.** Permitted accessory uses and structures are set forth in Table 140.04.07.A-1, *Permitted Accessory Uses and Structures*, below. If a Primary use is listed as prohibited in a zoning district but is permitted as an Accessory Use, the use is permitted only as an accessory use to a principal use or principal building on the same property.
2. **Permitted Accessory Uses.** The uses listed in Table 140.04.07.A, below, shall be permitted by right (unless noted otherwise) in any of the listed zoning districts.

Table 140.04.07.A, Permitted Accessory Uses and Structures	
Accessory Use	Zoning Districts
Accessory Dwelling Unit	Permitted by Right Subject to Limitations in Subsection 140.04.07.B, <i>Standards</i> , according to Table 140.02.01-2, <i>Permitted Uses by Residential Zoning District and Development Type</i>
Agricultural Structure	Permitted by Right Subject to Limitations in Subsection 140.04.07.B in AG, RE, RL
<i>Cluster Box Units (CBUs) (This will be linked to the definition in the UDO)</i>	<i>Permitted by Right Subject to Limitations in Subsection 140.04.07 B in all Districts.</i>
Family Care Home or Family Child Care Home	Permitted by Right in All Residential Zoning Districts Special Use in CC, O-I, and NC
Garage or Carport (noncommercial)	Permitted by Right in All Zoning Districts
Greenhouse (noncommercial)	Permitted by Right in All Residential Zoning Districts
Home Occupation	Permitted by Right Subject to Limitations in Subsection 140.04.07.B in All Residential Zoning Districts
Off-Street Parking and Driveway	All Zoning Districts
Portable On-Site Storage	Permitted by Right Subject to Limitations in Subsection 140.04.07.B in All Zoning Districts
Recycling Facilities and Drop Off Sites	Permitted by Right Subject to Limitations in Subsection 140.04.07.B in All Zoning Districts
Satellite Dish	Permitted by Right in All Zoning Districts

Table 140.04.07.A, Permitted Accessory Uses and Structures

Accessory Use	Zoning Districts
Bed & Breakfast Inn or Short-Term Rental (Host-Occupied)	Permitted by Right Subject to Limitations in Subsection 140.04.07.B in All Residential Zoning Districts
Sign	Permitted by Right subject to § 141.05 in All Zoning Districts
Storage Building (residential)	Permitted by Right in All Zoning Districts
Swimming Pool (subject to the standards of subsection H, below)	Permitted by Right Subject to Limitations in Subsection 140.04.07.B in All Residential Zoning Districts
Tennis Court	Permitted by Right in All Zoning Districts
Wireless Telecommunications Antenna or Tower (subject to § 140.04.03 , Limited Use Standards)	Special Use subject to Section 140.04.05 in All Zoning Districts
Other Telecommunication Antenna or Tower	Permitted by Right in All Zoning Districts
Any other structure or use customarily incidental to the permitted primary use or structure	Permitted by Right in All Zoning Districts

3. **Establishment.** Accessory uses and structures shall not be constructed or established on a lot until construction of the principal building has commenced or the primary use is established.
4. **Dwelling.** Accessory buildings shall not be used for dwelling purposes, except as provided in Section [140.04.07.B](#), *Standards*.
5. **Location.**
 - a. *Required Setbacks.* Except as may be required for a specific accessory use or structure in Subsection [140.04.07.B](#), *Standards*, an accessory structure shall be located a minimum of five feet from a side or rear property line.
 - b. *Distance from Principal Structure.* No accessory structure shall be located less than 36 inches from the exterior wall of the principal structure. Structures that are located closer than 36 inches shall be considered as additions to the principal structure and shall conform to all applicable setbacks for the principal structure.
 - c. *Residential Lots Below Two Acres.* For residential lots not exceeding two acres, detached accessory buildings shall not be located in the front yard and shall not occupy more than 30 percent of the required rear yard.
 - d. *Residential Lots Two Acres or More.* For residential lots that are two acres or more, detached accessory buildings may be located in the front yard but not closer than 75 feet from the front property line/street right-of-way. Detached accessory buildings may be closer than the distance specified above if they are not visible from a public street.
 - e. *Non-residential Accessory Structures.* The location of permitted accessory structures associated with a non-residential use shall be governed by the same dimensional regulations as set forth for the principal use structure(s).
 - f. *Double Frontage Lots.* Accessory buildings on double frontage lots shall not be closer to either street than the required front yard setback.
6. **Height.** Accessory buildings shall not exceed:
 - a. The standard height regulations of the zoning district as set forth in Chapter [140.02](#), *Zoning Districts and Standards*, where accessory structure is located within the buildable lot area.
 - b. Fifteen feet in height, where the accessory structure is located within a principal structure setback yard.
7. **Size.** An accessory building shall not exceed the ground floor area of the principal building.
8. **Materials.** No accessory use of a structure shall be permitted that involves or requires any construction features or materials, which are not primarily residential in nature or character.



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9. **Lighting.** Exterior lighting for accessory uses and/or structures shall be placed so as to not directly or reflect light upon adjoining land.
10. **Exemptions.** The following uses/structures shall be exempt from the provisions of this Section:
 - a. Fencing and walls; However, in no case shall a rear or side yard fence exceed seven feet. Front yard fences shall not exceed ~~five~~ **four** feet in height. Recreational facility fences are exempt from the height restrictions listed in this section.
 - b. **Individual** Mailboxes;
 - c. Plant materials;
 - d. Any structure or improvement, once installed, is at grade or less than one foot above grade.

140.04.07.B Standards

1. **Approval of Accessory Uses and Structures.** The standards in this Section apply to accessory uses and structures that are listed as permitted subject to limitations or that require a Special Use Permit in Subsection 140.04.07.A, *General Provisions*.
2. **Accessory Dwelling Units (ADUs).**
 - a. *Zoning Districts.* ADUs are allowed in accordance with the use tables in § 140.02, *Zoning Districts and Standards*.
 - b. *Housing Standards.* ADUs shall comply with all applicable local, State, and Federal housing codes.
 - c. *Number.* Only one ADU shall be permitted per lot.
 - d. *Size of Unit.* The ADU shall not exceed 50 percent of the square footage of the livable area of the primary structure or 1,100 square foot of gross floor area, whichever is less.
 - e. *Location of the ADU on the Lot.* A detached ADU shall be sited to the rear of the principal building, as depicted in Figure 140.04.07.B, *ADU Location*. In the AG or RE zoning districts, the Accessory Dwelling unit may be sited to the side of the principal building only if the lot exceeds 10 acres in size.
 - f. *Manufactured Homes.* A manufactured home shall not be pulled up to or attached to a primary residence and considered an ADU. A manufactured home, as a principal or accessory dwelling unit, shall be permitted only in the MH Manufactured Home Overlay District.
 - g. *Parking.* Adequate off-street parking shall be provided for any vehicles owned by occupants of the ADU.
 - h. *Utilities.* Where there is no public sanitary sewer service to the ADU, County Health Department shall approve sanitary sewer services provided to such ADU prior to its construction.
 - i. *Owner-Occupied Restriction.* ADUs shall only be allowed on parcels that contain owner-occupied single-family dwelling units that are allowed as a principal permitted use.

Figure 140.04.07.B ADU Location



FIGURE NOTES:

Yellow shaded in structures indicate ADU locations

3. **Agricultural Structure.** All buildings or structures (excluding fences) used to house livestock shall be located so that they are no closer than 150 feet from a dwelling unit. This requirement shall not apply if a dwelling unit is constructed so as to encroach upon an existing livestock use, except that such a livestock use may no longer expand towards a newly established residential use.
4. **Home Occupation.**
 - a. *Accessory to Dwelling.* A home occupation is permitted as an accessory use to any dwelling unit in accordance with the following standards.
 - b. *Accessory Structures.* A home occupation business is allowed in a permitted accessory structure.
 - c. *Floor Area.* A home occupation shall occupy no more than 25 percent of the total floor area of the residential structure.
 - d. *Residential Character.* The business shall not change the essential residential character of the dwelling and/or lot.
 - e. *Employment.* The use shall employ no more than one person who is not a resident of the dwelling. The owner may apply for a Special Use Permit in accordance with Section [145.04.03, Special Use Permit](#), in order to have one additional employee who is not a resident of the dwelling.
 - f. *Hours of Operation.* The business shall not operate outside of the hours of 7:00 AM to 7:00 PM. This time limitation shall apply to the actual operation of the business on site, and shall not apply to preparation time for business, including leaving or returning to the home.
 - g. *Equipment.* The home occupation shall not utilize mechanical, electrical, or other equipment which produces excessive noise, electrical or magnetic interference, vibration, heat, glare, or other nuisances outside of the dwelling or accessory structure.
 - h. *Outdoor Storage.* Outdoor storage of equipment, except for equipment of a type that could be reasonably associated with the principal use, is prohibited.
 - i. *Commercial Vehicles.* Only one commercial vehicle will be allowed in connection with the conduct of the home occupation.
 - j. *Signs.* One wall sign that is a maximum of one square foot in area is permitted.
 - k. *Prohibited Uses.* The following uses are prohibited from home occupation:
 - i. Uses in the following use categories: Heavy Industrial, Indoor Entertainment, Light Industrial, Outdoor Entertainment, and Vehicle Sales and Service;
 - ii. Furniture refurbishing;



- iii. Gymnastics facilities;
- iv. Medical offices;
- v. Animal services;
- vi. Athletic studios or outdoor recreation;
- vii. Sales-Oriented Uses where the customer needs to come to the home occupation to make a purchase;
- viii. Mortuaries;
- ix. Body piercing and/or tattoos;
- x. Therapy with more than one client at a time;
- l. Any use that draws more than one client or customer to the dwelling at the same time on a regular basis; and
- m. The Director has the authority to allow or disallow a use based on the impact the use will have on the surrounding residential area.

5. Portable On-Site Storage.

- a. *Exemptions.*
 - i. The above restrictions do not apply to any parcel greater than five acres in size.
 - ii. The Temporary Use Permit fee may be waived in the case of damage as a result of fire, storm, flood, or other disaster events.
 - iii. Any commercial or residential construction site with active Zoning and Building Permits may have as many storage units as are needed on the site without restrictions or permits.
 - iv. *Tenure.* A unit may remain on the parcel for a maximum of 90 days per calendar year without obtaining a Temporary Use Permit. A written reason, timeline, and completion date must be submitted by the applicant prior *to* the issuance of the permit.
 - v. *Location.*
 - A. A unit shall be placed in the side or rear yard only. However, the unit may be placed in the front yard if side and rear areas are not accessible, as determined by the Director (unless the unit adversely impacts safety, sight triangles, or emergency response access). The unit shall not be placed in any recorded easement or in the street right-of-way.
 - B. A unit shall be placed a minimum of five feet from side and rear property lines. There is no minimum spacing between units.
 - vi. *Number.* There shall be a maximum of two portable on-site storage units per parcel at any one time.
 - vii. *Generally.* The following requirements apply to any residential *zone* or used property upon which a portable on-site storage unit is to be placed.

6. Recycling Facilities and Drop Off Sites.

- a. *Unattended Clothing Donation Containers.* Unattended clothing donation containers are prohibited unless located at the operational site of a company or organization that collects used clothing for resale or donation as a primary business function.
- b. *Removal of Prohibited Clothing Donation Containers.* Prohibited clothing donation containers that exist at the time this section is adopted shall be removed within 30 days of adoption.

7. Short-Term Rental (Host-Occupied).

- 1. *Host Occupation.* A short-term rental property shall be considered host-occupied if the property is the host's primary residence for a minimum of 183 days per calendar year.
- 2. *Housing Type.* A short-term rental shall only take place in a single-family detached dwelling.
- 3. *Tenure.* A short-term rental tenant shall not stay more than 29 consecutive days in duration.
- 4. *Number of Tenant Rooms.* A short-term rental shall have no more than two tenant rooms.

5. *Number of Occupants.* Each short-term rental tenant room shall be limited to a maximum of two adults, over 18 years old.
6. *Signs.* One wall sign that is a maximum of one square foot in area is permitted.
7. *Insurance.* Each short-term rental host shall obtain and maintain, at the host's sole expense, liability insurance to cover the injury or death of a tenant while the tenant is in, on, or about the short-term rental property.
8. *Parking.* Each short-term rental shall provide one off-street parking space for each tenant room.
8. **Solid Waste Storage Areas.**
 - a. *Lids.* Solid waste dumpsters or other large containers for solid waste storage shall have a lid to minimize the potential contamination of stormwater runoff. These provisions shall apply to all nonresidential and mixed-use development, multifamily residential developments, and/or single-family attached residential developments, which do not use roll-out containers for curbside solid waste pickup.
 - b. *Materials.* Enclosures shall be constructed of durable, weather-proof, permanent materials such as concrete or stone block, metal, wood, or similar material. The applicant shall ensure that the choice of materials and color are consistent and compatible with those of the principal building(s) on the site.
 - c. *Screening.* Solid waste dumpsters or other large containers for solid waste or recycling storage shall be confined in an enclosed area that is screened on all sides. A solid waste enclosure, large enough to confine solid waste items and dumpster(s), shall be of solid opaque construction, six-foot high with latching gates providing access, and shall be composed of materials that are consistent and compatible with those of the principal building(s) on the site. No solid waste storage area shall be located in any front building yard setback or any street yard or buffer yard.
9. **Retail Operations in the EC District.** Retail sale of items or products manufactured or stored by the primary use are permitted subject to the limitation that interior retail operations may not exceed 20 percent of the individual business's gross floor area of the site. Outdoor display areas shall not exceed 10 percent of the individual business's gross square footage.
10. **Food Truck Courts.**
 - a. *Permission.* The operator of a food truck shall obtain, in writing, and have on hand, the property owner's permission to operate on the property.
 - b. *Placement.* The food truck court shall not be located in any required setback, sight triangle, or buffer.
 - c. *Associated Use Categories.* Food truck courts are permitted as accessory uses to uses in the following use categories:
 - i. Community Amenities;
 - ii. Educational Facilities;
 - iii. Medical Facilities;
 - iv. Parks and Open Areas;
 - v. Public Assembly;
 - vi. Entertainment, Indoor;
 - vii. Entertainment, Outdoor;
 - viii. Office; or
 - ix. Retail Repair, Sales, and Service.
 - d. *Food Trucks in Public Right-of-Way.* This section of the UDO does not regulate the placement of food trucks in the public right-of-way.
11. **Swimming Pools.** A private swimming pool along with incidental installations, such as pumps and filters, is permitted in any residential zoning district subject to the following standards.
 - a. *Location.*
 - i. The swimming pool and incidental installations shall be located in other than the front yard.
 - ii. The swimming pool shall be set back from all lot lines a distance of not less than five feet.

- b. **Screening.** If any pool contains at least 450 square feet of water surface area or has a depth of 36 inches or greater at its shallowest point, the pool shall be enclosed from adjoining lots by the Principal Building, an Accessory Building, a solid wall, or a protective fence of not less than four feet in height. In the alternative, a pool cover shall be provided and shall be installed whenever the pool is not in use.
 - c. **Impervious Surface.** In-ground pools shall count toward the lot coverage limitations for the zoning district.
- 12. *Cluster Box Units (CBUs): All CBU's shall meet the standards set forth by the U.S. Postal Service and the Town.***
- a. ***Location:*** All units shall be placed in a safe and accessible location within a development's common open space or amenity center (outside of a public right-of-way). When CBU locations are dispersed throughout a community the unit placement shall be positioned within a block walking distance of the users. If large clusters of units are proposed, they shall be located at the common amenity center, or other common open space area, with designated off-street parking.
 - b. ***Site Design:*** All units shall be in compliance with the U.S. Postal Service criteria and shall include the following:
 - i. Each CBU shall be installed under a covered structure or within a building that is architecturally compatible with the development.
 - ii. Adequate lighting shall be provided for public safety.
 - iii. Designated parking spaces are required and shall be ADA accessible.
 - iv. Additional requirements may apply pursuant to the Town's development standards and specifications.
 - c. ***Permitting:*** All CBUs sites shall be reviewed and approved by the Town for compliance with Town standards.

- a. Individual large structures with life safety hazards or extra hazardous operations shall, where required, be provided with on-site hydrants and water mains designed to provide the required fire flow as determined by the ISO formula and the North Carolina State Fire Code.
 - b. A waiver of these standards may be allowed by the Town of Harrisburg during approval of the preliminary plat only in extreme cases where limited frontage, natural features (slope, topography), or similar circumstances preclude the required connections and there is no substantial impact noted regarding emergency service delivery.
 - c. The fire marshal is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow is impractical.
3. The fire marshal is authorized to increase the fire-flow requirements where conditions indicate an unusual susceptibility to group fires or conflagrations. An increase shall not be more than twice that required for the building under consideration.

142.02.10 Stormwater Runoff

- A. **Obstruction of Drainage Channels Prohibited.** No fences or structures shall be constructed across an open drainage channel that will reduce or restrict the flow of water. The Director may require any watercourse or stormwater management facility to be located within dedicated a drainage easement officially recorded by the Cabarrus County Recorder of Deeds as a “permanent detention easement” that provides sufficient width for maintenance.
- B. **Lot Grading Standards.** The following standards shall be followed in establishing the grading plan for a development:
 1. *Positive Drainage Required.* Developments shall be designed and constructed with a positive drainage flow away from buildings towards approved stormwater management facilities. Plans for drainage facilities shall be approved by the Engineer. All interim and permanent drainage facilities shall be designed and constructed in accordance with the standards established in the section.
 2. *Accounts for All Development.* In the design of site grading plans, all impervious surfaces in the proposed development (including off-street parking shall be considered.
 3. *Protection from Sedimentation.* Site grading and drainage facilities shall protect sinkholes, wetlands, ponds, and lakes from increased sediment loading.
 4. *Increased Runoff Prohibited.* Site grading shall not increase the volume or velocity of runoff onto downstream properties unless specifically approved as part of a project’s drainage plan.
- C. **Landscaping.**
 1. *Disturbed Areas.* All disturbed areas within the dedicated right-of-way and easements of any subdivision street shall be restored with vegetation.
 2. *Street Trees.* Street trees shall be planted or, where permitted trees already exist, consistent with §141.04, *Trees, Landscaping, and Buffering*, maintained and protected between the paved areas and sidewalks. Where no sidewalks are required, street trees shall be planted, or existing trees shall be maintained or protected between the paved areas and the edge of the right-of-way.
- D. **Designation as Open Space.** Stormwater facilities to be located in designated open space areas shall be regulated in accordance with Section 142.02.11, *Open Space and Park Design and Dedication*.
- E. **Best Management Practices (BMP) Buffers.** There must be 50 feet of separation from ~~the~~ normal pool to the property line and 20 feet of separation from the 100-year level to the property line.

142.02.11 Open Space and Park Design and Dedication

- A. **Generally.** The provisions of this section shall apply to an application for a major subdivision plat approval.
- B. **Connection to Public Open Space.** An applicable subdivision shall be designed to create a network of open space and/or trails in accordance with the ~~Livable Communities Blueprint for Cabarrus County~~ *Harrisburg adopted Plans*, which ~~is~~ *are*

fully incorporated by ~~this~~ reference into this UDO. The open space/trail system shall be maintained by the applicant or subsequent owners provided, however, that the applicant may request to publicly dedicate any trail specifically delineated in the [Parks and Recreation Master Plan](#) ([Link to New Park & Rec Master Plan](#)).

C. Preservation and Maintenance of Open Space.

1. *Required Open Space for Subdivisions.* Required open space shall be reserved for any major subdivision of land within the zoning districts and according to the percentages set forth in § 140.02, *Zoning Districts and Standards*.
2. *Exemption.* Subdivisions with less than 50 dwelling units, located within 1/4th of a mile of walking distance from an existing or planned public park (or a public school with recreation facilities accessible to the general public) shall be exempt from the open space dedication requirements of this UDO. Subdivisions with 50 or more dwelling units, regardless of proximity to an existing or planned public park, shall not be exempt.
3. *Maintenance.* Open space areas shall be maintained so that their use and enjoyment as open space are not diminished or destroyed. Open space areas may be owned, preserved, and maintained as determined by the Town Council by any of the following mechanisms:
 - a. Dedication of open space to the Town, an appropriate public agency, or a non-profit entity (such as a land conservancy) if such an agency or entity is willing to accept the dedication and is financially capable of maintaining such open space; or
 - b. Common ownership of the open space by a ~~home owner's~~ *homeowner's* or property owner's association which assumes full responsibility for its maintenance. The restrictive covenants shall provide that, in the event the homeowner's association fails to maintain the open space according to the standards of this UDO, the Town may, following reasonable notice:
 - i. Demand that deficiency of maintenance be corrected; or
 - ii. Enter the open space to maintain *as necessary*. The cost of such maintenance shall be charged to the homeowner's association.

D. Open Space Characteristics.

1. *Generally.* Land designated as open space shall be maintained as open space and may not be separately sold, subdivided, or developed except as provided below.
2. *Open Space Provisions and Maintenance Plan Required.* Any areas reserved as open space shall be indicated on a preliminary and/or final subdivision plat. An Open Space Provision and Maintenance Plan shall be submitted as a part of the application for development approval including the project phasing schedule. This plan shall designate and indicate the boundaries of all open-space areas required by this UDO. The plan shall:
 - a. Designate areas to be reserved as open space. The specific design of open space areas shall be sensitive to the physical and design characteristics of the site.
 - b. Designate the type of open space which will be provided (passive or active).
 - c. Specify the manner in which the open space shall be ~~perpetuated~~ *preserved*, maintained, and administered.

E. Subdivision Open Space Types and Dimensions.

1. *Types.* The types of open space which may be provided to satisfy the requirements of this UDO, together with the maintenance required for each type, are as follows:
 - a. *Active Open Space.* Active open space areas shall be accessible to all residents of the development and shall be maintained by the developer, and or the property or homeowner's association.
 - b. *Passive Open Space.* Passive open space maintenance is limited to removal of litter, dead tree, and plant materials (that is obstructing pedestrian movement), and brush, weeding and mowing. Natural watercourses are to be maintained as free-flowing and devoid of debris. Stream channels shall be maintained so as not to alter floodplain levels.
 - c. *Greenways as Required in Subdivisions along Adopted Alignments.*

- i. Greenways connecting residences, schools, and recreational areas are required based on the **Harrisburg Bicycle Pedestrian and Greenway Plan** *or other adopted plans*. Maintenance is limited to a minimum removal and avoidance of hazards, nuisances, or unhealthy conditions.
 - ii. If a subdivision occurs along a corridor that has been identified by the adopted Bicycle, Pedestrian, and Greenway Plan as having a future greenway, the subdivider shall be required to develop the greenway as part of the subdivision process. The greenway shall, at a minimum, meet the standards set forth in Section E.4, *Required Active Open Space*, below. The acreage associated with the 25-foot easement may count toward the acreage required for Public Open Space in Subsection F, *Public Open Space Dedication*, below.
- d. *Greenbelts as Required in TND and Planned Developments*. Greenbelts, as required by the Traditional Neighborhood Development overlay district and the Planned development type, may be counted as passive open space provided, however, that:
 - i. If the greenbelt consists of agricultural areas, the agricultural areas shall have a continuous area of not less than 50 acres. The agricultural areas may be combined with adjacent agricultural lands provided, however, that the minimum width prescribed above shall be met on all portions of the agricultural greenbelt on the site.
 - ii. The greenbelt shall have an average width of not less than 50 feet.
- 2. *Spacing and Dimensional Limitations*.
 - a. In order to ensure that all designated open space has suitable size, location, dimension, topography and general character, and proper road and/or pedestrian access, as may be appropriate; to be usable open space, the following standards shall apply to all development types:
 - i. Required open space shall have a minimum width of 25 feet, a minimum depth of 100 feet, and a minimum area of 4,000 square feet.
 - ii. Required open space shall not consist of any designated floodway.
 - iii. A maximum of 10 percent of the overall required common open space may be inaccessible land or be located in the 100-year flood plain (for example, if a 100-acre development requires 25 percent open space, then of the 25 acres required for open space, 2.5 acres could be inaccessible).
 - b. No residential lot in a Conservation or Planned development type shall be greater than one-fourth of a mile from required open space, measured along a sidewalk or trail from the nearest property line of the lot to the nearest property line of the open space. *Conventional subdivision design shall not have a separation greater than one-half of a mile from a residential lot to required open space.*
- 3. *Use of Stormwater Detention Basins*. Stormwater retention areas or detention basins which may be required as part of Section 142.02.13, *Unless otherwise approved by the Town, Storm Drainage basins shall not qualify as an open space area. These areas shall be considered inaccessible open space. shall be designed as wet ponds, with aerating fountains, in compliance with the Town's Stormwater Development Standards as follows:*
 - a. *A 10-foot-wide multi-use path (paved) shall be constructed adjacent to the detention basin and provide continuous access around the basin.*
 - b. *Incorporate benches, lighting, and dog-waste stations adjacent to the path; and*
 - c. *Shall be accessible to the neighborhood with connection to the public sidewalk network.*

Wet ponds designed to incorporate the amenities outlined above shall receive a 50% credit for "active open space".
- 4. *Required Active Open Space*. Subdividers shall be responsible for making certain improvements to the land they dedicate as open space within their development for park, playground and public active open space purposes as follows:
 - a. All proposed trails shall be designed at a minimum width of 10' and shall be paved. In addition, a 25' easement shall be provided to the Town of Harrisburg for any trail systems that are part of the proposed Town greenway system. *All trails shall include amenities such as dog-waste stations, benches, and lighting and be accessible through connections to a public sidewalk.*

- b. Subdividers shall provide *finished* grading and turf establishment for all disturbed areas, ~~and provide along with~~ landscaping and/or screening in accordance with § 141.04, *Trees, Landscaping, and Buffering*. *A minimum of a 12-foot wide, type A landscape buffer is required adjacent to active open space areas and adjacent residential lots.*
- c. Of the required open space set forth in § 140.02, *Zoning Districts and Standards*, a minimum of .025 acres per dwelling unit shall be provided as active open space for all subdivisions. For example, a subdivision containing 100 dwelling units shall be required to provide 2.5 acres of active open space for the development (.025 x 100 lots = 2.5 acres). Active open space shall be considered a part of the overall open space required for the development.

5. Access to Open Space.

- a. *Required Pedestrian Access.* All areas to be preserved for open space be accessible to pedestrians by one of the following:
 - 1. Frontage (width as required in this Section) on a public street right-of-way; or
 - 2. Recorded pedestrian easement (min. 45' *25'* wide); or
- b. *Additional Pedestrian Access Points.* Upon review of the design by the Director, additional pedestrian access points may be required.

F. Public Open Space Dedication.

- 1. *Dedication Generally.* All major residential subdivision proposals shall, prior to final approval of the preliminary plat, dedicate a portion of such land, as set forth in this UDO, for the purpose of public parks, recreation, greenways, and open space sites to serve the residents of the neighborhood in which the subdivision is located as well as the Town of Harrisburg.
- 2. *Computation of Size of Area Required for Dedication.* The amount of land required to be dedicated is to be computed on the basis of the following formula: Area to be dedicated (in acres) equals 1/35 of an acre times the number of dwelling units or lots, whichever is greater.
- 3. *Fee in Lieu of Dedication Generally.* As an alternative to the dedication of a portion of such land by the subdivider and where it is determined by the Town Council that a dedication of land is not feasible in a given plat or incompatible with the *HALUP*, the subdivider may make provision for an equitable amount of land in another location, or pay to the Town a fee in lieu of dedication as provided in Subsection F.5, below.
- 4. *Criteria for Dedication.* All land dedicated for recreation and park development shall substantially meet the following criteria:
 - a. *Unity.* The dedicated land shall form a single parcel of land except where the Planning Board determines that a connecting path or strip of land is in the public interest, and in which case the path shall not be less than 25 feet wide.
 - b. *Shape.* The shape of the dedicated parcel of land shall be sufficiently square or round to be usable for recreational activities such as softball, tennis, etc.
 - c. *Location.* The dedicated land shall be located so as to reasonably serve the recreation and open space needs of the subdivision for which the dedication was made and shall bear a reasonable relationship to the use of the area by the future inhabitants of the subdivision or residential development.
 - d. *Access.* Public Access to the dedicated land shall be provided either by adjoining street frontage or public easement of at least 30 feet in width.
 - e. *Topography.* No more than one-quarter of the gross land dedicated may be comprised of land deemed to be inaccessible or within the 100-year floodplain. This requirement shall be waived if greenway trails are being proposed as part of the public open space dedication, so long as the requirements of Subsection E., *Open Space Types and Dimensions*, above, are met.
 - f. *Usability.* The dedicated land shall be usable for recreation; lakes may not be included in computing dedicated land area. Where the Planning Board and the Parks and Recreation Advisory Board determine that recreational needs are being adequately met, either by other dedicated parcels of land or existing recreational facilities, then land that is not usable for recreation may be dedicated as open space. The Parks and Recreation Advisory Board shall supply the Planning Board with comments and/or recommendations in order to assist the Board in making this determination.
 - g. *Plans.* Municipal and County plans shall be taken into consideration when evaluating land

proposals for dedication.

5. **Criteria for Determining Dedication and Fee.** Whether the Town Council accepts the land dedication or requests payment of a fee in lieu of dedication, or a combination of both, shall be determined by consideration of the following:
 - a. The recommendation of the Planning Board and recommendations from the Parks and Recreation Advisory Board.
 - b. Size and shape of the subdivision and land available for dedication;
 - c. Topography, geology, soils, access, and location of land in the subdivision available for dedication; and
 - d. Recommended improvements in the Parks and Recreation Master Plan and the Comprehensive Bicycle, Pedestrian, and Greenway Plan.
6. **Procedure for Determining Between Dedication, Combination of Dedication and Fee, and Fee-in-Lieu of Dedication.** The procedure for determining whether the subdivider is to dedicate land, pay a fee, or both, shall be as follows:
 - a. **Prerequisites for Approval of Final Plat.** Where dedication is required, such dedication shall be shown upon the final plat submitted for approval. Where fees are required, the same shall be deposited with the Town prior to the recording of any final plat.
 - b. **Action of Town.** At the time of a rezoning process or the preliminary plat approval (if rezoning is not required and is a by-right development), the Planning Board shall recommend, based upon staff recommendations and Parks and Recreation Advisory Board input, and the Town Council shall determine as part of such approval, whether to require a dedication of land within the subdivision or accept payment of a fee in lieu thereof or a combination of both.
 - c. **Subdivider.** At the time ~~of a~~ **of a** rezoning process or the preliminary plat approval (if rezoning is not required and is a by-right development), the owner of the property shall, as part of such filing, indicate whether he desires to pay a fee in lieu thereof. If the desire is to dedicate land for this purpose, the dedicated area shall be shown on the preliminary plat and recorded as such in the Final Plat
7. **Computation of Fee Payable in Lieu of Dedication.** Where a fee is paid in lieu of dedication, the amount of such payment shall be the product of the number of acres to be dedicated and the average fair market value of the land being subdivided at the time of submission of the preliminary subdivision plat. Fair market value shall be determined by the Town Council on the advice of the Planning Board based upon current appraisals and acceptable to the subdivider.
8. **Use by Town.** The land received by the Town under this UDO shall be used only for the purpose of providing open space, park, and recreational areas, but shall not be so restricted should the Town decide to sell such land as provided by the following paragraph.
9. **Sale by Town.** The Town shall have the right to sell any land dedicated to the Town for park and recreation purposes on finding by the Planning Board and the Town Council that a particular piece of property is not feasible or incompatible with the Town's Parks and Recreation Master Plan.
10. **Use of Funds Received in Lieu of Dedication.** Fees collected in lieu of dedications and any proceeds from such transactions or sales shall be held in a special fund by the Town, and the funds shall be used by the Town for the purpose of acquiring or developing recreation, parks, greenways, or open space areas as shown in the Parks and Recreation Master Plan or the Comprehensive Bicycle, Pedestrian, and Greenway Plan, and for no other purposes.
11. **Disagreements between Town and Subdivider.**
 - a. In the event that the Town and the subdivider of land cannot agree upon the location, terrain, size, or shape of the land necessary to be dedicated for parks and public open space, or cannot agree upon the details of provisions for an equitable amount of land in another location, or where there is any disagreement between the Town and the subdivider, including the amount of the fee in lieu of land, such disagreement shall be determined by the Parks and Recreation Advisory Board.
 - b. The Board shall view the land and hear the contentions of both the Town and the subdivider. The decision of the Board shall be by majority vote and shall be certified to the Town Council within forty-five days of the decision.



Resort means a building or group of buildings containing two or more guest rooms, other than a boarding house, hotel or motel, and including outdoor recreational activities such as, but not limited to, horseback riding, golf course, swimming, tennis courts, shuffleboard courts, barbecue and picnic facilities, and dining facilities intended for the primary use of its guests, but not including bars and restaurants which cater primarily to other than guests of the guest ranch/resort.

Resource Extraction means a use category containing uses that undertake the on-site extraction of surface or sub-surface mineral products or other natural resources.

Uses in this use category include: borrow pit; mining operation; quarry; oil and gas extraction; sand and gravel operation and other uses meeting the definition of Resource Extraction according to the Director.

Refer to Subsection [120.04.04.U](#).

Restaurant means a use category containing uses serving food and beverages where all service takes place within an enclosed building or accessory outdoor eating or food dispensing areas.

Uses in this use category include: Baked Goods or Snack Shop; Catering Establishment; Coffee Shop; Ice Cream Shop; Restaurant, Full Service (dine-in only); Restaurant, Limited Service (delivery, carryout, drive-thru); and other uses meeting the definition of Restaurant *shall include some interior sit-down, dine-in service as determined by* according to the Director.

Re-Subdivision means the changing of an existing parcel created by a plat and recorded with the Register of Deeds.

Retail means the sale of any tangible personal property in any quantity or quantities for any use or purpose on the part of the purchaser other than for resale. (Source: North Carolina Sales and Use Tax Act, NCGS § 105-164.3).

Retail Repair, Sales, And Service means a use category containing establishments or individuals involved in the sale, lease, or rental of new or used products, or providing personal services or repair services to the general public. Refer to the definitions for repair-oriented, sales-oriented, and service-oriented uses.

Uses in this use category include: Art Dealer; Art Supply Store; Book, Periodical & Music Store; Carpet & Upholstery Cleaning Service; Cemetery Monument Dealer; Clothing & Clothing Accessories Store; Clothing Alterations/Repair Service; Footwear Repair; Consignment/Used Merchandise Store, Convenience Store (without gas sales); Electronic and Appliance Repair; Electronics & Appliance Rental; Electronics, Camera & Appliance Stores; Florist; Formal Wear & Costume Rental; Funeral Home & Services; Furniture Store; Party Supply/Sporting Goods Rental; General Merchandise Stores; Gift, Novelty & Souvenir Store; Grocery/Food Store; Hair, Nail & Skin Care Service, Hobby, Toy & Game Store; Jewelry, Luggage and Leather Goods Store; Liquor Sales (ABC store); Musical Instrument & Supplies Store; Personal and Household Goods Repair; Photocopy Services; Sports and Recreation Instruction; Shopping Center; and other uses meeting the definition of Retail Repair, Sales, And Service according to the Director.

Retailer means every person engaged in the business of making sales of tangible personal property at retail, or peddling the same or soliciting or taking orders for sales, whether for immediate or future delivery, for storage, use or consumption. (Adapted from: North Carolina Sales and Use Tax Act, NCGS § 105-164.3)

Retaining Wall means a manmade barrier constructed for the purpose of stabilizing soil, retarding erosion, or terracing a parcel or site.

Revision means "revision" means the changing and/or rescinding of zoning and other land use approvals following notice and an opportunity for objection. The status of the land use approvals, including zoning and/or subdivision approval(s) may be that which applied previously to the property or may be a new and/or different zoning or other land use status.

Rezoning means an amendment to the Official Zoning Map.

RH means the Residential High zoning district.



ORDINANCE TO AMEND TEXT OF THE TOWN OF HARRISBURG UNIFIED DEVELOPMENT ORDINANCE (UDO); SECTIONS 140.04.07, 142.02.11 AND 148.02 REGULATING CLUSTER BOX UNITS, STORMWATER PONDS AND OPEN SPACE, AND THE DEFINITION OF LIMITED-SERVICE RESTURANT USES WITHIN THE TOWN

WHEREAS, the Town of Harrisburg has a Unified Development Ordinance (UDO) that provides for various rules and operational framework for how land can be used and developed within Harrisburg’s planning and zoning jurisdiction; and

WHEREAS, the Town of Harrisburg finds the need to establish and/or modify design regulations for cluster mailbox areas and stormwater pond areas to enhance safety and the quality of life for Town residents; and

WHEREAS, the North Carolina General Statutes and the Town recognizes the need to amend the UDO to address changes in the community and in State Law; and

WHEREAS, the Town initiated the petition (H2024-01-TA) to amend these various sections of the UDO; and

WHEREAS, the public hearing for this text amendment has been noticed in compliance with North Carolina General Statutes; and

WHEREAS, the Planning and Zoning Advisory Board reviewed this text amendment petition (H-2024-01 -TA) at its November 19, 2024, public meeting and voted 7-0 to recommend approval to the Town Council finding the amendment consistent with the Common Decision Criteria found in Section 145.01.07 and Specific Review Criteria found in Section 145.03.01 of the UDO, and with the goals of the Harrisburg Area Land Use Plan (HALUP).

WHEREAS, the Harrisburg Town Council held the public hearing on December 9, 2024, and after considering the testimony in the public hearing and deliberations made the finding that this petition is consistent with Common Decision Criteria found within Section 145.01.07 and Specific Review Criteria in Section 145.03.01 of the UDO and the HALUP because:

1. This amendment establishes regulations that promote wellness and safety through development design; and
2. Promotes the goals of the Harrisburg Area Land Use Plan (HALUP) in the area of Parks, Recreation & Open Space, Public Safety, and Land Use and Development Design.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Harrisburg, North Carolina, that Sections 140.04.07, 142.02.11 AND 148.02 of the UDO be amended as described on Exhibit A (attached herein) and fully enforced from the time this ordinance is adopted.

PASSED and ADOPTED this 9th day of December 2024.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

Exhibit A
(See Attachment A, B, & C of this Report)



TOWN OF HARRISBURG

Agenda Item Details

Title:

Contract with NCRR Co. to purchase a parcel of land for the Harrisburg Passenger Rail Station in accordance with the previous adopted Memorandum of Understanding

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

Motion to approve the contract with NC Railroad Company to purchase a parcel of land for the Harrisburg Passenger Rail Station in the amount of \$1,390,000.

Description/Background:

The 2020 Budget Ordinance and Capital Improvement Plan included funding of \$1.75M for the Town's contribution toward the acquisition of land and construction of the Harrisburg passenger rail station as outlined in a memorandum of understanding between NCRR and the Town of Harrisburg. NCRR purchased the land back in 2020 and is now ready to transfer the land to the Town as it accumulates funding for construction. The Town originally funded an account with its contribution amount and is ready to close on the land to help move the project forward.

Recommendation:

Staff recommends approval of the purchase contract with NCRR in the amount of \$1,390,000.

Fiscal Impact:

The fiscal impact to the Town is a planned expenditure of \$1.39M for a parcel of land along Hwy 49. The total project ordinance authorization is \$1.75M. The funds for this project have been invested since the project was authorized, earning \$200k in interest income that will be added to the project.

Attachments:

1. Harrisburg - Rail Land Purchase

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

CONTRACT FOR PURCHASE
OF REAL PROPERTY

This CONTRACT FOR PURCHASE OF REAL PROPERTY ("Contract"), is made and entered into as of the Effective Date (as defined) by and between NORTH CAROLINA RAILROAD COMPANY ("Seller") and the TOWN OF HARRISBURG ("Buyer").

WITNESSETH:

To the full extent of Seller's title, Seller hereby agrees to sell and to convey and Buyer hereby agrees to purchase all of that property, plot, piece or parcel of land within the area described in Exhibit A attached and incorporated by reference ("Land"), together with all improvements, structures, and fixtures located thereon, together with all rights, privileges, easements and appurtenances belonging or appertaining including, without limitation, all rights of Seller in any strips and gores and any land lying in the bed of any street, road or alley adjoining the Property and any right, title and interest of Seller, or otherwise accruing to the owner of the Property, in and to any fee credits of any type with the Cabarrus County or the Town of Harrisburg in which the Property is located arising from any construction of improvements or dedication or contribution of property and any development rights, allocations of development density or similar rights allocated to or attributable to the Property, and any utility capacity allocated to or attributable to the Property (collectively with the Land, the "Property"), in accordance with the terms and conditions of this Contract.

1. Payment of the Purchase Price. The amount of the purchase price and the related terms of the payment of said price are as follows:

The purchase price for the Property is One Million Three Hundred Ninety Thousand and 00/100 Dollars (\$1,390,000.00) and shall be paid in full from current funds at Closing.

2. Seller's Representations and Warranties. To the best of Sellers knowledge, Seller makes the following representations and warranties to Buyer in connection with this Contract from which Seller shall not be relieved by any investigation(s) made by or on behalf of Buyer:

2.1 Title. Title to the Property at Closing will be free and clear of all encumbrances except for ad valorem taxes for the current year, minor utility easements of record, and "Permitted Encumbrances" as defined herein.

2.2 Assessments. Seller warrants that there are no encumbrances or special assessments, either pending or confirmed, for any improvements on or adjoining the Property. Pending assessments shall be deemed to include such assessments which have been passed by resolution of any governmental body having jurisdiction and authority over the Property even though such assessments have yet to be assessed or levied against the Property but shall not include "hook on fees" or "tie on fees" unless the owner of the Property is required to "hook on" or "tie" into the water or sanitary sewer system associated with such fees.

2.3 Removed

2.4 Environmental Issues.

a. Environmental Representation. Seller represents and warrants that, to the best of its knowledge, the Property and all activities thereon by Seller, its agents, employees, or contractors comply in all material respects with all federal, state and local laws, rules, regulations, orders and requirements relating to health, safety, or the environment, including without limitation those relating to ambient air, surface and ground water, wetlands, surface and subsurface soils and other natural resources and those relating to the manufacture, processing, distribution, use, treatment, storage, handling, transportation, release, disposal or importing and exporting of hazardous substances, hazardous wastes, pollutants, contaminants, toxic substances, pesticides, herbicides, asbestos, oil, other petroleum or chemical, biological or radioactive substances (collectively, "Hazardous Substances") including, specifically, but without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. § 9601, et seq., (said laws, rules, regulations, orders and requirements hereinafter are collectively referred to as "Environmental Laws"). Furthermore, (i) Seller has no notice, directly or indirectly, of any pending, threatened or anticipated environmental proceedings, claims, judgments, fines or orders against any of the Property or against Seller, (ii) to the best of Seller's knowledge, there does not exist on the Property any Hazardous Substance that is subject to regulation under any Environmental Law or any storage tank used for the storage thereof, whether above-ground or underground; (iii) to the best of Seller's knowledge, there has been no discharge, storage or disposal of any Hazardous Substance that is subject to regulation under any Environmental Law on or from the property; and (iv) any and all reports, analyses, studies, or other documentation known to or in the possession of Seller identifying or relating to the presence of any Hazardous Substance on, in, under or above the Property have been delivered to Buyer.

b. Removed

2.5 FIRPTA Representations. Seller represents that it is not a "foreign persons" as that term is used in Section 1445 of the Internal Revenue Code of 1954, as

amended, and Seller shall confirm such in accordance with the provisions of said Section 1445 and the Income Tax Regulations promulgated thereunder, by delivery to Buyer at the Closing of a "Nonforeign Affidavit."

2.6 Miscellaneous Representations of Seller. To the best of Sellers knowledge, Seller hereby represents and warrants to Buyer as of the date of Closing the following:

- a. There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property or a part thereof.
- c. There are no parties in possession of any portion of the Property as tenants, licensees or trespassers.
- d. No action, suits or legal proceedings (including but not limited to any moratoriums affecting development or construction) are pending or threatened on the date of the execution of this Contract which would affect any part of the Property. Seller will not without Buyer's approval grant, transfer, assign, lease, allow or willingly permit any liens, encumbrances, easements or restrictions to attach to any portion or part or all of the Property or grant any right in and unto the Property.
- e. Seller has not filed a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency or bankruptcy law.
- f. The Property and all activities thereon of Seller comply with all statutes, codes, laws, ordinances, rules, regulations, orders, judgments, decrees and requirements (including but not limited to those relating to zoning, building, subdivision, fire, health, safety, environmental, protection, occupational safety, age or disability discrimination and waste or sewage disposal) of each and every governmental authority having jurisdiction over the Property or the current use thereof.
- g. To the best knowledge of the Seller, all facilities for surface water drainage and utilities currently relating to the Property, from the boundary of the Property until entering a public easement, right of way or other public facility, lie within valid, subsisting and unencumbered easements joined in by all persons or other entities having any interest, right or title in the Property that is subject to any such easements, and, to the best of the knowledge of Seller, any discharge into any public facility is pursuant to due authority.
- h. Seller has not conveyed any interest in the Property, including, any of the timber, mineral or other subsurface rights with respect thereto.

i. Seller has not entered and will not enter into any contracts, subcontracts, arrangements, leases, licenses, concessions or other agreements, either recorded or unrecorded, written or oral, affecting all or any portion of the Property, or the use of it which will survive the Closing.

j. To the best knowledge of the Seller, the Property has not been used at any time as a sanitary landfill, there are no cemeteries, burial grounds or historical sites on the Property, nor are there any laws of any governmental agency for the protection of any "endangered species" or other wildlife that will interfere with Buyer's intended use of the Property.

2.7 Warranties and Representations to Survive Closing. All of Seller's warranties and representations herein shall survive the Closing and delivery of the deed. In the event the Buyer incurs any loss or damage due to any of Seller's warranties and representations not being true and correct, Buyer shall be entitled to recover for its loss or damage from Seller.

3. Conditions Precedent to Buyer's Obligation to Close. Buyer shall be obligated to complete its purchase of the Property only upon fulfillment of the following conditions and upon receipt of reasonable assurances from third parties as to their fulfillment:

3.1 Suitability of Property. As of the time of Closing, there shall be no covenants, conditions or restrictions in existence that would prohibit the Property from being used for the construction and operation of a railroad passenger train station and related activities.

3.2 Seller Cooperation. Seller shall cooperate fully with the Buyer and Buyer's efforts to obtain all appropriate governmental authority approvals and/or permits in connection with Buyer's intended use of the Property.

3.3 Performance of Seller. All representations and warranties of Seller as contained in this Contract shall be true and accurate as of the date of Closing, and the terms under Section 5 of this Contract shall have been met within the time period specifically provided therefor or if no such time period is provided herein then such terms shall have been met prior to Closing or shall be met at Closing.

3.4 Title Insurance. Buyer shall be able to obtain a policy of title insurance insuring title to the Property at standard rates from a reputable title company of Buyer's choosing subject only to the Permitted Exceptions.

3.6 Subdivision. Buyer and Seller acknowledge (i) that the Land is currently a portion of a larger parcel that has not yet been subdivided, and (ii) that the

dictates of N.C. Gen. Stat. Chapter 160D apply. Therefore, this Contract is expressly conditioned on receipt of approval of the subdivision contemplated by this Contract.

4. Inspection of the Property. Buyer shall be allowed access to the Property to conduct a study and inspection of the Property, including, but not limited to, conducting environmental audits and tests, soil tests, engineering studies, obtaining all necessary permits and licenses for its use of the Property, conducting a survey of the Property, obtaining an appraisal of the Property, and conducting an inspection of the Property, including all improvements thereon. Seller shall promptly provide copies to the Buyer of any such studies in its possession or to which it has access. Buyer shall indemnify and hold Seller harmless from any loss or damage resulting from such activities of Buyer prior to Closing and shall repair and restore any damage to the Property. Buyer shall have an initial sixty (60) day period (the "Inspection Period") after the Effective Date within which to conduct any appropriate studies, soil tests, surveying or engineering studies and to verify the status of the title to the Property and deed restrictions, if any, and any other matter which Buyer deems necessary in order to determine, in its sole discretion, whether the Property is suitable for its development purposes. Buyer shall have the option to cancel and terminate this Contract by written notification to Seller at or prior to the expiration of said Inspection Period whereupon the parties hereto shall be relieved of any further obligations or liabilities hereunder. In the event Buyer fails to notify Seller that it is exercising its option to cancel this Contract at or prior to the expiration of the Inspection Period, Buyer shall be deemed to have waived such right of cancellation, and this transaction shall proceed in accordance with the terms and conditions hereof. Time shall be of the essence with regard to such Inspection Period.

5. General Terms. The following paragraphs constitute the general terms and conditions of this Contract:

5.1. Default. In the event this offer is not executed by Buyer and Seller or in the event that any of the conditions precedent are not satisfied, or in the event of breach of this Contract by Seller, then such breach of this Contract by Seller shall not preclude the Buyer from seeking specific performance and monetary damages from Seller for such breach. In the event this Contract is fully executed, and Buyer breaches this Contract after the Inspection Period, then Seller shall be entitled to seek monetary damages from the Buyer for such a breach.

5.2. Prorations and Adjustments. Unless otherwise provided, the following items shall be prorated and adjusted between the parties or paid at Closing:

- a. All late listing penalties, if any, shall be paid by Seller;

b. Accrued, but unpaid, interest and other charges to Seller, if any, shall be computed to the date of Closing and paid by Seller; interest and other charges prepaid by Seller shall be credited to Seller at Closing and paid by Buyer;

c. Ad valorem taxes on the Property shall be prorated on a calendar year basis to the date of Closing;

d. All prorations referenced in this section of the Contract shall be effected as of 11:59 P.M. of the day of Closing.

5.3. Transfer and Other Expenses. Seller shall pay for the preparation of the general warranty deed conveying the Property to Buyer and the revenue or excise tax stamps to be affixed thereto. Buyer shall pay for recordation of Seller's general warranty deed. Each party shall pay such party's attorney's fees and all other expenses incurred by such party.

5.4. Title to Property. Seller agrees to convey title to the Property to Buyer at Closing by general warranty deed which title must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (to be prorated as referenced), minor utility easements (not adversely affecting Buyer's stated use of the Property and not including major power or telephone lines, major gas or water lines, or sanitary and/or storm sewers), and such other encumbrances as may be assumed or specifically approved by Buyer (the "Permitted Encumbrances"). Within thirty (30) days after the Effective Date, Buyer shall obtain a title commitment from the title company of Buyer's choice and shall provide written notice to Seller of any objections to any exceptions reflected on the title commitment. Within ten (10) days after receipt of notice of such objections, Seller shall provide written notice to Buyer whether Seller will cure any such objections or refuse to cure such objections. Failure by Seller to give written notice of its election shall be deemed an election not to cure the objections. In the event Seller elects to cure any such objections, Seller shall have until Closing to complete cure of such objections. In the event Seller elects, or is deemed to have elected, not to cure any objections, then Buyer shall give written notice to Seller within ten (10) days after receipt of Seller's notice, or the date that Seller is deemed to have elected not to cure, that Buyer either waives the objection(s) and will proceed to Closing or will terminate this Contract, and the parties shall have no other rights or obligations hereunder except as provided in Section 4. If Buyer fails to deliver written notice within the ten (10) day period, Buyer will be deemed to have elected to waive the objections. Any objections that are waived, or deemed to be waived, by Buyer shall become Permitted Encumbrances. The Property must have direct legal access to a public right of way, and must not lie within any flood zone as determined by any government or its agencies having jurisdiction over the Property.

5.5. General Conditions Regarding the Title and Physical Condition of the Property.

a. The Property must be in substantially the same condition at Closing as on the date of this Contract.

b. Any deeds of trust, liens and other charges against the Property must be paid and cancelled by Seller prior to or at Closing.

5.6. Risk of Loss. The risk of loss or damage by fire or other casualty prior to Closing shall be upon the Seller. In the event of any loss or damage, Buyer may terminate this Contract or Buyer may accept the Property in its then present condition and close whereupon Buyer shall be entitled to any and all awards and payments resulting therefrom.

5. 7. Condemnation. Should any entity having the power of eminent domain determine, prior to the time of Closing, to acquire all or any substantial portion of or any interest in the Property, Buyer, at Buyer's sole option, may elect to:

a. Terminate this Contract by giving written notice to Seller at any time prior to Closing;

b. Complete the terms of this Contract with regard to the purchase of the Property with Seller immediately appointing Buyer as Seller's attorney in fact to negotiate with said condemning entity and assigning to Buyer all sums to be awarded for the Property.

5.8. Intentionally omitted.

5.9. Assignment. Buyer's rights under this Contract prior to Closing may be assigned subject to Seller's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that any assignee permitted pursuant to this paragraph shall assume all of Buyer's obligations under this Contract.

5 .10. Possession. Possession of all the Property will be delivered at Closing to Buyer.

5.11. Closing. Buyer and Seller agree to execute any and all documents and papers necessary in connection with the Closing and transfer of title on or before fifteen (15) days after the expiration of the Inspection Period. The Closing shall take place at a location designated by Buyer located within Cabarrus County, North Carolina. If the conditions precedent have not all been waived by Buyer or satisfied and met by the date

of Closing, Buyer may terminate this Contract. The deed is to be made to Buyer or its designee or assignee permitted as provided in paragraph 5. 9.

5.12. Brokers. Buyer and Seller each represent and warrant that each respective party has dealt with no real estate broker, dealer or salesperson in connection with the transaction contemplated by this Contract. Buyer and Seller each hereby agree to indemnify, defend and hold the other harmless from any and against any loss, damage or claim resulting from a breach of the foregoing representation including reasonable attorneys' fees which shall not exceed such attorney's normal hourly rates. The provisions of this paragraph shall survive the Closing.

5.13. Notices. All notices required or permitted to be given hereunder or under any applicable law shall be in writing and shall be deemed served at the earlier of actual delivery or one (1) day after pick up by overnight delivery service and addressed to the parties as follows:

To Seller: North Carolina Railroad Company
Attn.: Patricia Haver, Chief Commercial Officer
2809 Highwoods Boulevard
Raleigh, NC 27604

With Copy to: Ellis & Winters LLP
Attn: Tom Blue
4131 Parklake Avenue, Suite 400
Raleigh, NC 27612

To Buyer: Town of Harrisburg
Attn: Brian Lee
4400 Main Street
Harrisburg, NC 28075

With Copy to: Law Offices of Richard M. Koch P.A.
Attn: Richard M. Koch
3220 Prosperity Church Road, Suite 201
Charlotte, NC 28269

or such other address as may from time to time be designated by written notice given as herein required.

5.14. Evidence of Title and Due Diligence. Seller agrees to deliver to Buyer within five (5) days after the Effective Date copies of all title and due diligence information in possession of or available to Seller or Seller's attorneys, including but not limited to, title insurance policies, attorneys' opinions on title, surveys, covenants, deeds,

deeds of trust, environmental reports, soil studies, wetlands delineations, and flood studies relating to the Property.

5.15. Captions. The captions of this Contract are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Contract or the intent of any provision hereof.

5.16. Entire Contract. This Contract shall constitute the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless made in writing and signed by all of the parties hereto. The provision of this Contract shall be governed by and construed and enforced in accordance with the laws of the State of the North Carolina.

5.17. Effective Date. The Effective Date of this Contract shall be the date of last execution by Buyer or Seller.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized representatives, or if individuals, the parties have individually executed as of the Effective Date.

SELLER:

BUYER:

North Carolina Railroad Company

Town of Harrisburg

By: _____

By: _____

Patricia Haver, Chief Commercial Officer

Rob Donham, Town Manager

Date: _____

Date: _____

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

Finance Officer: _____

Date: _____



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2024-01-S: McKinley Subdivision Preliminary Plat

Presenting Personnel:

Shelley DeHart, Assistant Planning Director

Suggested Motion or Action:

Motion to approve Preliminary Plat for the McKinley subdivision as presented.

Description/Background:

A 60-lot conditional zoning map amendment was approved by Town Council on August 12, 2024. The next step towards development is to obtain approval of the preliminary plat prior to submission of the construction documents. The preliminary plat was presented to the Planning and Zoning Board at its November 19th meeting. After a brief discussion, the Board unanimously approved a motion to recommend the Town Council approve as presented.

Recommendation:

Motion to approve Preliminary Plat for the McKinley subdivision as presented.

Fiscal Impact:

N/A

Attachments:

1. H-2024-01-S_McKinley_TC Report
2. Exhibit A_McKinley_Application and Recommended Plat
3. Exhibit B_McKinley_Signed Ordinance of Approval
4. Exhibit C_Section 145.01.07-A



Planning and Zoning Department

Staff Report – Town Council H-2024-01-S: McKinley Subdivision Preliminary Plat

DATE: December 9, 2024

SUBJECT: **H-2024-01-S: McKinley Subdivision Preliminary Plat**
Request for approval of the preliminary plat associated with
H-2023-03-R: McKinley Subdivision Conditional Zoning
approved by the Town Council on August 12, 2024.

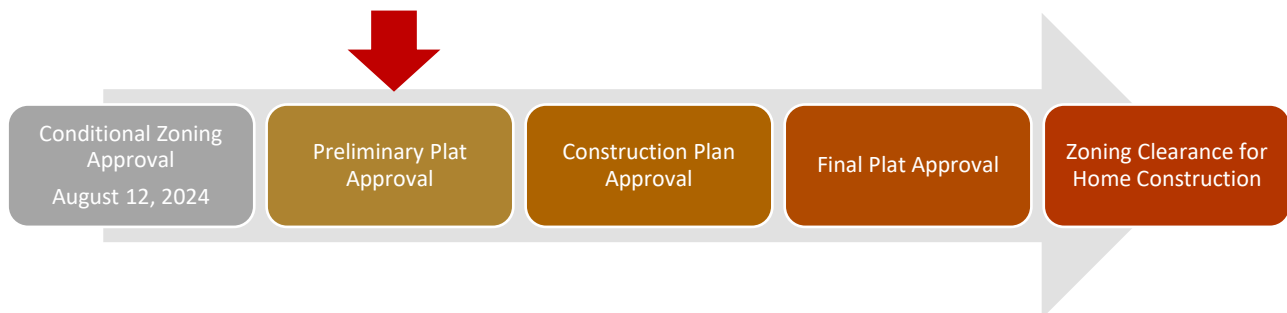
APPLICANT: Steve George of the CSC Group

Staff Report Prepared by: Christine Hamlett, Senior Planner

Neighborhood Meeting: N/A

APPLICATION SUMMARY

- Staff is proposing the acceptance of the preliminary plat as presented:
 - The applicant is requesting approval of the preliminary plat for the McKinley Subdivision, authorized with the approval of H-2023-03-R McKinley Map Amendment on August 12, 2024. This approval authorized the development of a 190-acre site to accommodate a 60-lot, single-family residential community with conditions of approval (see Attachment B – Ordinance of Approval).
 - The applicant is required to obtain approval of the preliminary plat prior to submitting construction plans.



- The preliminary plat was found to be consistent with the UDO and Town Code and the Planning and Zoning Board unanimously voted to recommend approval of this request to the Town Council.

STAFF ANALYSIS

Town staff has received and found that pursuant to the UDO, the preliminary plat has met the requirements of the “Common Decision Criteria.” The request complies with the applicable standards of this UDO and the Town Code, and the applicant is to provide proof of compliance with any preceding and applicable county, state, or federal requirements.

PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board heard this request at its November 19th public meeting. After receiving the staff report and deliberations, the board unanimously approved the motion recommending the Town Council approve the preliminary plat for H-2024-01-S McKinley Subdivision.

The Board further found the preliminary plat to be consistent with the UDO and the Common Decision Criteria Section 145.01.07, as follows:

Applicable Common Decision Criteria:

1. The request promotes the purposes of the UDO criteria.
 - a. Comprehensive Plan (HALUP) - The preliminary plat promotes with the proposed low-density development and conservation design.
 - b. Public Health & Safety – The preliminary plat protects public health, safety, and environmental quality by providing a compatible housing choice, effective traffic design, and fire safety infrastructure.
 - c. Quality of Life – The preliminary plat includes site design and landscaping to promote walkability, provide connectivity between neighborhoods, protect scenic open areas, and include public and private amenities.
 - d. Economic Development – The preliminary plat encourages the expansion of public and private infrastructure, provides roadway capacity, and promotes economic viability in the area.

RECOMMENDED ACTIONS: Consider both staff and the P & Z Board’s recommendation to approve as presented and render a decision.

Attachment A – Application and Preliminary Plat for McKinley subdivision (H-2024-01-S)

Attachment B – H-2023-03-R McKinley Subdivision Signed Ordinance of Approval

Attachment C – UDO Section 145.01.07: Common Decision Criteria

Subdivision Application

1. Application Type (select all that apply)

☐ Minor ☒ Major ☒ Preliminary Plat ☐ Final Plat

2. Project Information

- a. Project Name: McKinley Subdivision
- b. Project Location/Address: No address assigned - 500 ft North of Lower Rocky River Rd & Pioneer Mill Rd
- c. Tax Map and Parcel Number (PIN): 5526-21-8401 & 5526-14-5424
- d. Zoning: Existing: CZ-RL Conservation Subdivision Proposed: N/A
- e. Land Use: Existing: Wooded/Vacant Proposed: Single Family Detached Subdivision
- f. Description of Request (attach separate sheet if needed):

Request for review of a preliminary plat for the McKinley Subdivision project. Rezoning Case number H-2023-03 R. 60 lot single family subdivision.

3. Contact Information

- a. Project Manager/Contact Person: Andrew Allison
- Company: Timmons Group
- Address: 610 E Morehead St, Suite 250 City, State, Zip: Charlotte, NC 28202
- Phone Number: 704.227.1564 Email Address: andrew.allison@timmons.com
- b. Applicant Name (if different than above): Steve George
- Company: The CSC Group
- Address: 600 Park Offices Dr, Suite 372 City, State, Zip: Durham, NC 27709
- Phone Number: 919.815.9987 Email Address: steve@thecscgrp.com
- c. Owner Name: Steve George
- Company: Bethesda Investments, LLC & Rocky Investments, LLC
- Address: 600 Park Offices Dr, Suite 372 City, State, Zip: Durham, NC 27709
- 205 Iveyshaw Rd, Cary, NC 27519 Cary, NC 27519
- Phone Number: 919.815.9987 Email Address: steve@thecscgrp.com

4. Owner's Consent

Steve George ("Owner") certifies that it is the owner of the property located at 500 ft North of Lower Rocky River Rd & Pioneer Mill Rd ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes, Timmons Group as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: _____

Date: 9/12/24

5. Affidavit of Completeness and Accuracy (to be completed by the individual submitting the application)

Project Name: McKinley Subdivision

Submittal Date: 09/13/2024

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning and Zoning Department of Harrisburg, North Carolina, and will not be returned.

I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required to process this application. I further consent to the Town of Harrisburg to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Applicant Name: Steve George

Applicant Signature: _____

6. Staff Use Only:

Record of Process

Date Received: 9/13/2024

Application Number: H-2024-01-S

Is Application Complete? ☒ Yes ☐ No

Public Hearing Date(s): _____

Published Notice Date: _____

Mailed Notice Date: _____

Posted Notice Date: _____

Final Action Applicant Notification Mailed Date: _____

Town Staff Signature: _____

Record of Decision

Reviewed By: _____

Recommendation: ☐ Approve ☐ Deny

Final Action: ☐ Approve ☐ Deny

7. Required Attachments

All development application submittals must be accompanied by:

- Applicable fee(s) (see Master Fee Schedule in Appendix B of the Development Guidebook);
- Attachments listed in under the pertinent application;
- Case numbers of other related development applications; and
- Any additional information or attachments required by the Town Attorney, Director or other Town staff, Historic Preservation Commission, Planning and Zoning Board, Board of Adjustment, or Town Council.

Consult staff during pre-application meeting for any required paper copies consult staff during pre-application meeting for any required paper copies.

Minor Subdivision

1. A digital (PDF) of minor plat (black and blue lines).
Plat must contain elements listed for "Preliminary Plat"

Major Subdivision (Preliminary Plat)

1. A digital (PDF) of preliminary plat (black and blue lines) that includes the following elements:
 - a. Title
 - b. Vicinity map
 - c. Legal description including township, county, and state
 - d. Date(s) of survey
 - e. Date of any revisions to the plat
 - f. North arrow and declaration
 - g. Scale in feet per inch and bar graph
 - h. Name and address of the owner(s)
 - i. Name, address, registration number and seal of engineer and/or surveyor
 - j. Tract boundaries shown by a heavy line including all bearings and distances
 - k. Intersecting boundaries of adjoining lands
 - l. Location, purpose, and dimensions of areas to be used for other than residential purposes
 - m. Boundaries of floodways and one hundred-year flood plains + RSOD with no build buffer (if applicable)
 - n. Flood Panel(s)
 - o. Total acreage
 - p. Total number of lots
 - q. Lots numbered consecutively throughout the subdivision
 - r. Names of owners of adjoining properties
 - s. Building setbacks in table format
2. Street Name Review and Conformation form
3. Required number of copies of the Transportation Impact Analysis (Number of copies to be submitted to be determined at pre-submittal meeting)
4. List of who will provide utilities (public and private)

Major Subdivision (Final Plat)

1. A digital (PDF) of final plat (black and blue lines) that includes elements listed for "Preliminary Plat"
2. Letter of credit/bond reviews for performance and maintenance bonds and associated fees (Forms can be found at <https://harrisburgnc.org/270/Forms-Applications>)
3. Street Name Review and Conformation form (if streets have not already been approved/placed on reserve)

S:\10445805-Lower Rocky River Rd (CSC Group)\DWG\Sheet\Plat\45805-C000-COVER.dwg | Plotted on 11/14/2024 3:54 PM | by Elite Station

LEGEND

SEWER

- 8" SAN EXISTING SANITARY SEWER
8" SAN SANITARY SEWER
1 SANITARY MANHOLE NUMBER
EX SANITARY MANHOLE
SANITARY MANHOLE
EXISTING CLEAN OUT
CLEAN OUT

WATER

- 16" W EXISTING WATER LINE
8" W WATER LINE
EXISTING WATER VALVE
WATER VALVE
WATER METER
EXISTING FIRE HYDRANT
FIRE HYDRANT
WATER LINE PLUG
WATER LINE TEE

MISCELLANEOUS UTILITIES

- EXISTING UTILITY POLE
EXISTING OVERHEAD ELECTRIC

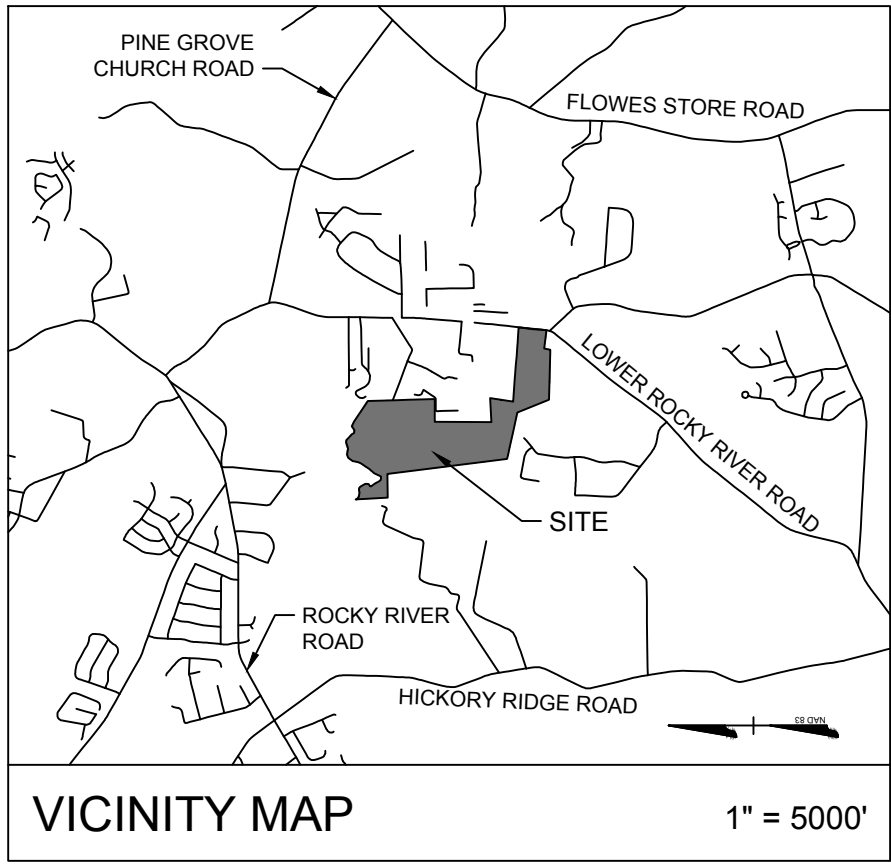
SITE

- EXISTING STORM SEWER
STORM SEWER
EX DROP INLET
DROP INLET & STRUCTURE NUMBER
CATCH BASIN
DOUBLE CATCH BASIN
DROP INLET
FLARED END SECTION
EXISTING STORM SEWER MANHOLE
STORM SEWER MANHOLE
CURB & CUTTER
PROPERTY LINE
BENCH MARK
LIMITS OF CONSTRUCTION
EXISTING TREE LINE
EXISTING SHRUB
EXISTING TREE
EXISTING FENCE
FENCE
EXISTING CONTOUR
CONTOUR
SPOT ELEVATION
C/L SWALE
EXISTING SIGN
SIGN
PROPERTY MARKER FOUND / ROD FOUND
PIPE FOUND
MONUMENT FOUND

MCKINLEY SUBDIVISION
PRELIMINARY PLAT
HARRISBURG, NORTH CAROLINA



SITE MAP



Sheet List Table

Sheet Number	Sheet Title
C-000	COVER SHEET
C-001	EXISTING CONDITIONS
C-002	SITE DETAILS
C-003	PRELIMINARY PLAT
C-004	SITE, STORM DRAINAGE, AND UTILITY PLAN OVERALL
C-005	SITE, STORM DRAINAGE, AND UTILITY PLAN
C-006	SITE, STORM DRAINAGE, AND UTILITY PLAN
C-007	SITE, STORM DRAINAGE, AND UTILITY PLAN
C-008	SITE, STORM DRAINAGE, AND UTILITY PLAN
C-009	OFFSITE SEWER CONNECTION
C-010	HOSE PULL MAP
C-011	HOSE PULL MAP
C-012	HOSE PULL MAP
C-013	HOSE PULL MAP
C-014	OPEN SPACE & AREA SUMMARY MAP
C-015	LOWER ROCKY RIVER ROAD TURNING MOVEMENTS
C-016	LOWER ROCKY RIVER ROAD IMPROVEMENTS
C-017	PLANTING PLAN OVERALL
C-018	PLANTING PLAN NOTES
C-019	PLANTING PLAN
C-020	PLANTING PLAN
C-021	PLANTING PLAN
C-022	PLANTING PLAN
C-023	TREE SURVEY

DEVELOPER

CSC GROUP
600 PARK OFFICES DRIVE, SUITE 372
DURHAM, NC 27709
CONTACT: STEVE GEORGE
PHONE: 919.815.9987
EMAIL: STEVE@THECSCGRP.COM

PROPERTY OWNERS

PARCEL ID: 55261454240000
BETHESDA INVESTMENTS, LLC
600 OFFICES DRIVE, DURHAM, NC 27709
PARCEL ID: 55261454240000
ROCKY INVESTMENTS, LLC
205 IVYSHAW ROAD, CARY, NC 27519

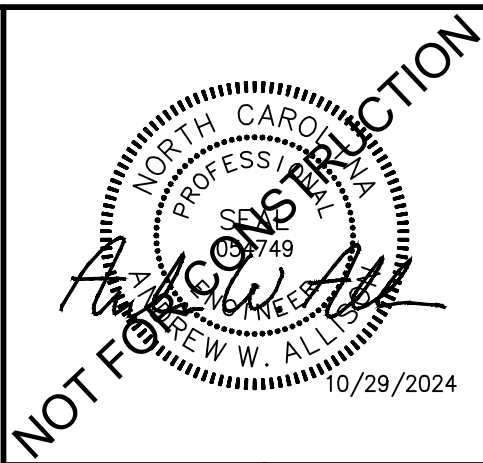
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CIVIL/LANDSCAPE

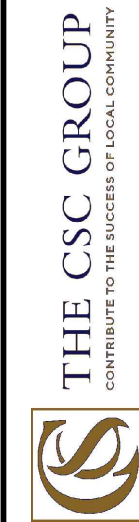
TIMMONS GROUP
610 E. MOREHEAD STREET, SUITE 250
CHARLOTTE, NC 28202
ENGINEER OF RECORD: ANDREW ALLISON, P.E.
PHONE: 704.227.1564
EMAIL: ANDREW.ALLISON@TIMMONS.COM



- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAG MEN, ETC. AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND TOWN OF HARRISBURG SPECIFICATIONS.
- SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART F, OR AS AMENDED.



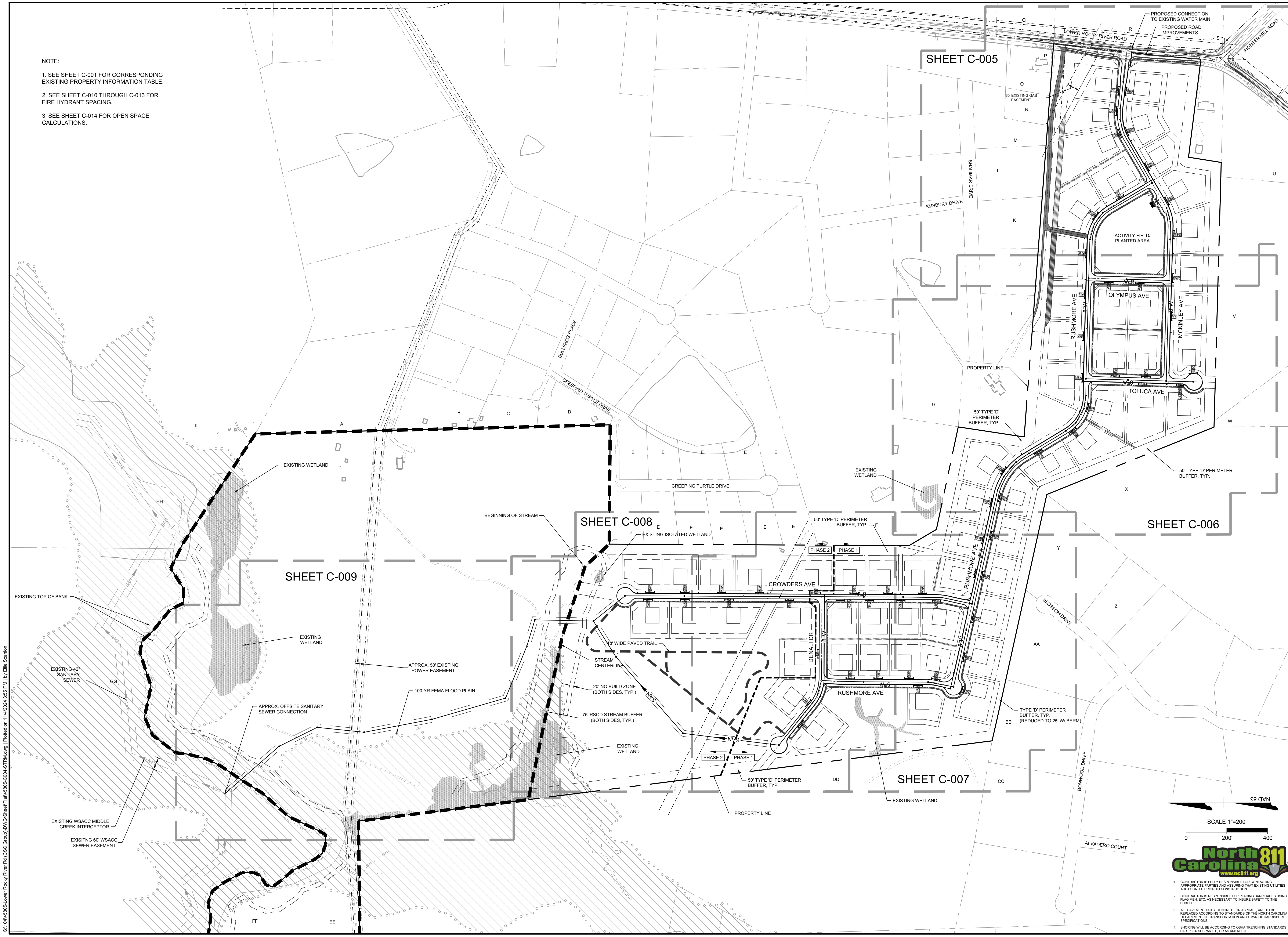
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TEL 704.602.8600 FAX 704.576.1076 www.timmons.com



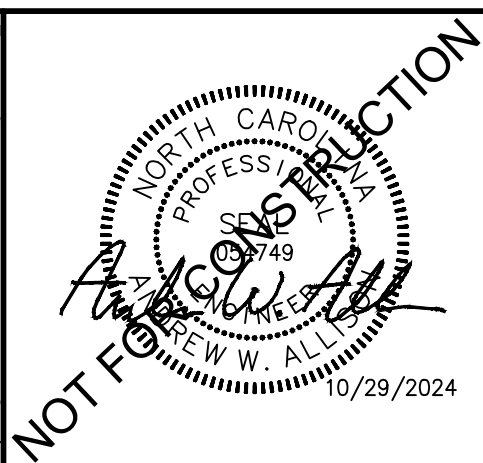
YOUR VISION ACHIEVED THROUGH OURS.

TIMMONS GROUP
NORTH CAROLINA LICENSE NO. C-1652
MCKINLEY SUBDIVISION
HARRISBURG, NORTH CAROLINA
COVER SHEET

JOB NO.
45805
SHEET NO.
C-000



- NOTE:
1. SEE SHEET C-001 FOR CORRESPONDING EXISTING PROPERTY INFORMATION TABLE.
 2. SEE SHEET C-010 THROUGH C-013 FOR FIRE HYDRANT SPACING.
 3. SEE SHEET C-014 FOR OPEN SPACE CALCULATIONS.



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TEL 704.602.8600 FAX 704.576.1076 www.timmons.com

THE CSC GROUP
CONSTRUCTION SERVICES GROUP, INC.
THE CSC GROUP
600 PARK OFFICES DRIVE, SUITE 372
DURHAM, NC 27709

NOT FOR CONSTRUCTION

10/29/2024

DATE
09/13/2024

DRAWN BY
E. SCANLON

DESIGNED BY
A. ALLISON

CHECKED BY
C. TODD

SCALE
1" = 200'

YOUR VISION ACHIEVED THROUGH OURS.

TIMMONS GROUP

NORTH CAROLINA LICENSE NO. C-1652

MCKINLEY SUBDIVISION
HARRISBURG, NORTH CAROLINA

SITE, STORM DRAINAGE, AND UTILITY PLAN OVERALL

JOB NO.
45805

SHEET NO.
C-004

REVISION DESCRIPTION

DATE
10/29/2024

REVISED PER TOWN COMMENTS

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.

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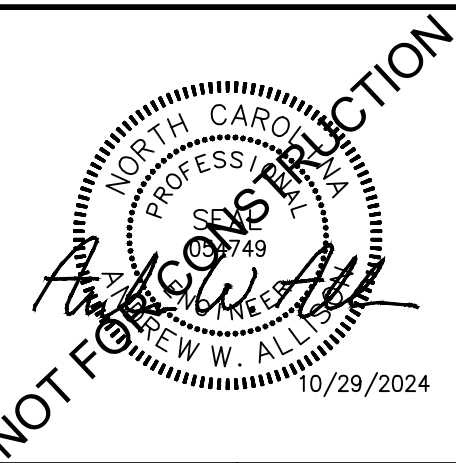
4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART F, OR AS AMENDED.

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Page 64 of 121

NOTE:

1. SEE SHEET C-001 FOR CORRESPONDING EXISTING PROPERTY INFORMATION TABLE.
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610 E. Morehead Street, Suite 250 | Charlotte, NC 28002
TEL 704.602.8600 FAX 704.576.1076 www.timmons.com

THE CSC GROUP
CONSULTANTS TO THE DIVISION OF PUBLIC WORKS
THE CSC GROUP
600 PARK OFFICES DRIVE, SUITE 372
DURHAM, NC 27709

DATE	REVISION DESCRIPTION
10/29/2024	REVISED PER TOWN COMMENTS

YOUR VISION ACHIEVED THROUGH OURS.

TIMMONS GROUP

NORTH CAROLINA LICENSE NO. C-1652

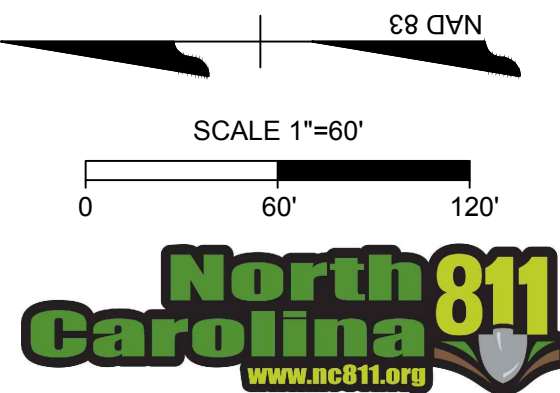
MCKINLEY SUBDIVISION

HARRISBURG, NORTH CAROLINA

SITE, STORM DRAINAGE, AND UTILITY PLAN

JOB NO.
45805

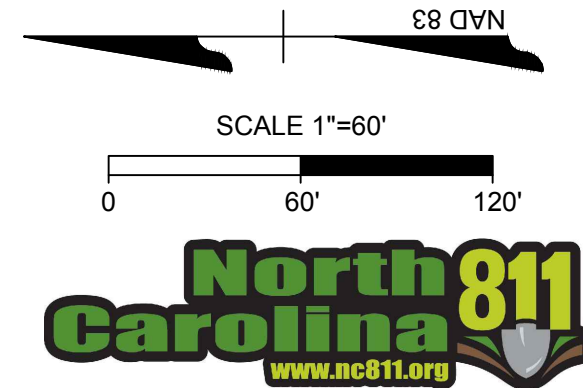
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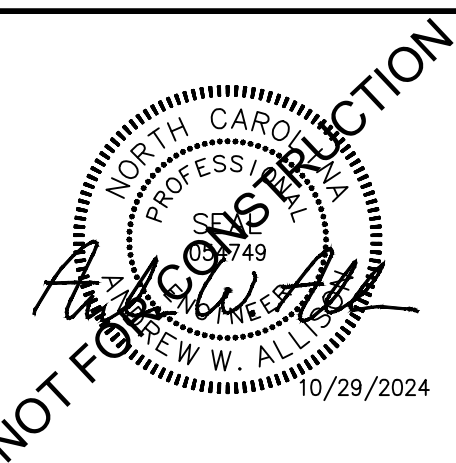
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4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART F, OR AS AMENDED.



THE CSC GROUP

COMMUNITY DEVELOPMENT SERVICES

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THE CSC GROUP

COMMUNITY DEVELOPMENT SERVICES

600 PARK OFFICES DRIVE, SUITE 372

DURHAM, NC 27709

DATE

10/29/2024

DRAWN BY

E. SCANLON

DESIGNED BY

A. ALLISON

CHECKED BY

C. TODD

SCALE

1" = 60'

YOUR VISION ACHIEVED THROUGH OURS.

NORTH CAROLINA LICENSE NO. C-1652

MCKINLEY SUBDIVISION

HARRISBURG, NORTH CAROLINA

SITE, STORM DRAINAGE, AND UTILITY PLAN

DATE

09/13/2024

DRAWN BY

E. SCANLON

DESIGNED BY

A. ALLISON

CHECKED BY

C. TODD

SCALE

1" = 60'

REVISION DESCRIPTION

REVISED PER TOWN COMMENTS

JOB NO.

45805

SHEET NO.

C-006

1. SEE SHEET C-001 FOR CORRESPONDING EXISTING PROPERTY INFORMATION TABLE
2. SEE SHEET C-010 THROUGH C-013 FOR FIRE HYDRANT SPACING.
3. SEE SHEET C-014 FOR OPEN SPACE CALCULATIONS.

NOT FOR CONSTRUCTION

NORTH CAROLINA
PROFESSIONAL
Surveyor
S 00749
J. W. W. ALLISON
10/29/2024

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DURHAM, NC 27709

DATE	REVISION DESCRIPTION
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DATE
09/13/2024

DRAWN BY

DESIGNED BY

CHECKED BY

SCALE
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MCKINLEY SUBDIVISION

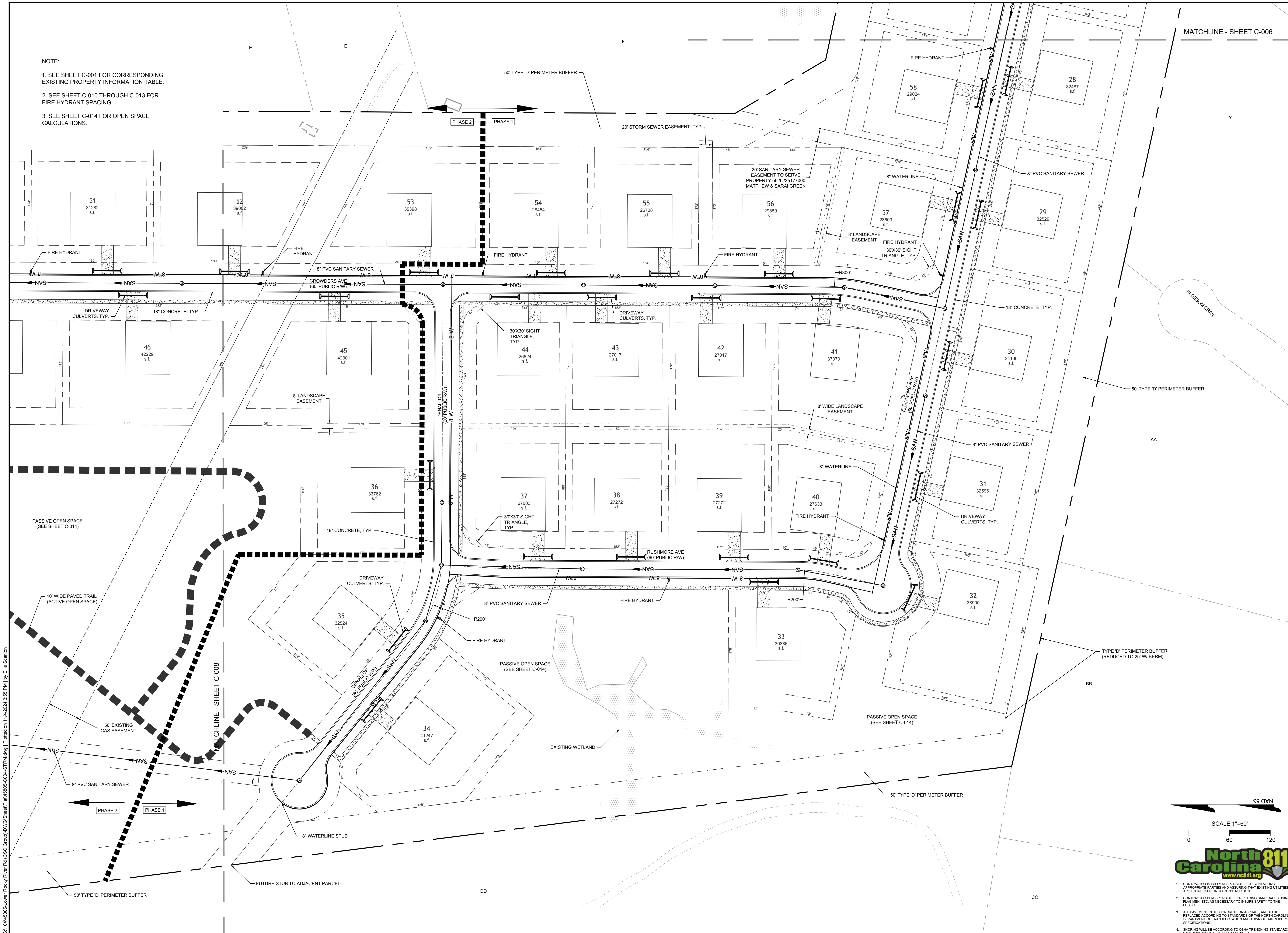
HARRISBURG, NORTH CAROLINA

SITE. STORM DRAINAGE. AND UTILITY PLAN

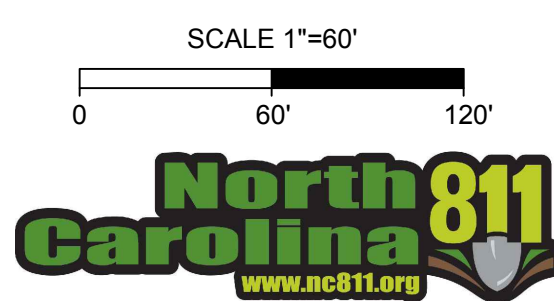
JOB NO.
45805

SHEET NO.
C-007

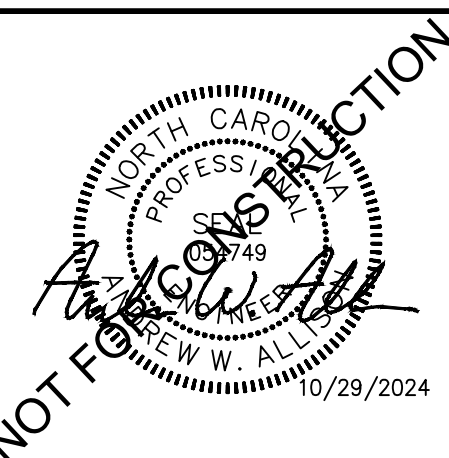
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2. SEE SHEET C-010 THROUGH C-013 FOR FIRE HYDRANT SPACING.
3. SEE SHEET C-014 FOR OPEN SPACE CALCULATIONS.



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4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS



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CHECKED BY <i>C. TODD</i>
SCALE <i>1" = 60'</i>

ONS GROUP
NORTH CAROLINA LICENSE NO. C-1652

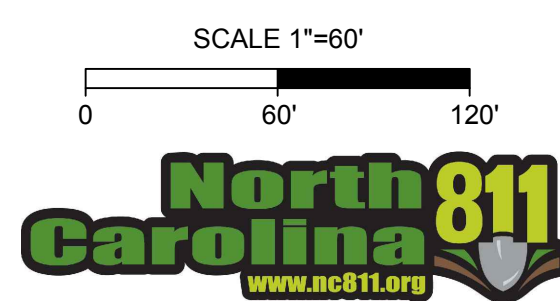
MCKINLEY SUBDIVISION
HARRISBURG, NORTH CAROLINA

E, STORM DRAINAGE, AND UTILITY PLAN

JOB NO.
45805

SHEET NO.
C-008

1. SEE SHEET C-001 FOR CORRESPONDING EXISTING PROPERTY INFORMATION TABLE
2. SEE SHEET C-010 THROUGH C-013 FOR FIRE HYDRANT SPACING.
3. SEE SHEET C-014 FOR OPEN SPACE CALCULATIONS.



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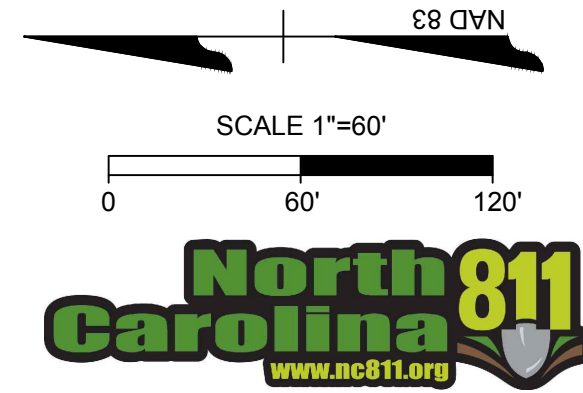
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ONS GRO



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MCKINLEY SUBDIVISION

HARRISBURG, NORTH CAROLINA

HOSE PULL MAP

JOB NO.
45805

SHEET NO.
C-011



THE CSC GROUP
THE CSC GROUP
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DURHAM, NC 27709

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REVISION DESCRIPTION

DATE

10/29/2024

REVISED PER TOWN COMMENTS

DRAWN BY

E. SCANLON

DESIGNED BY

A. ALLISON

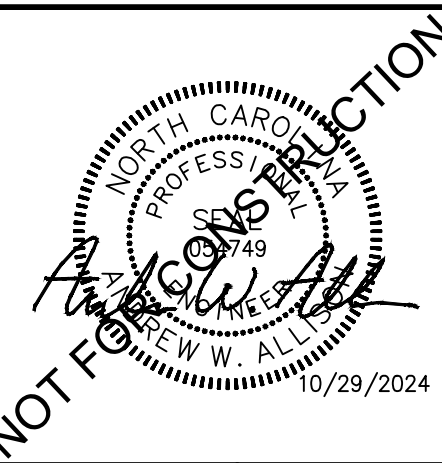
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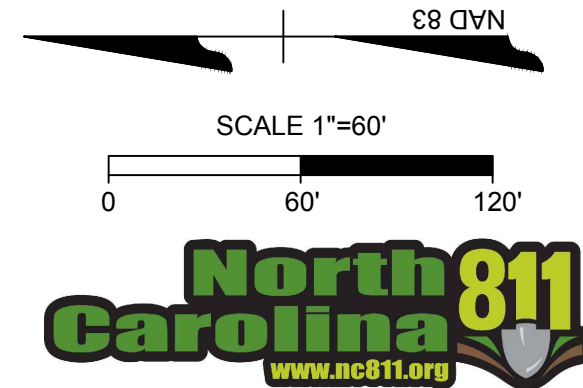
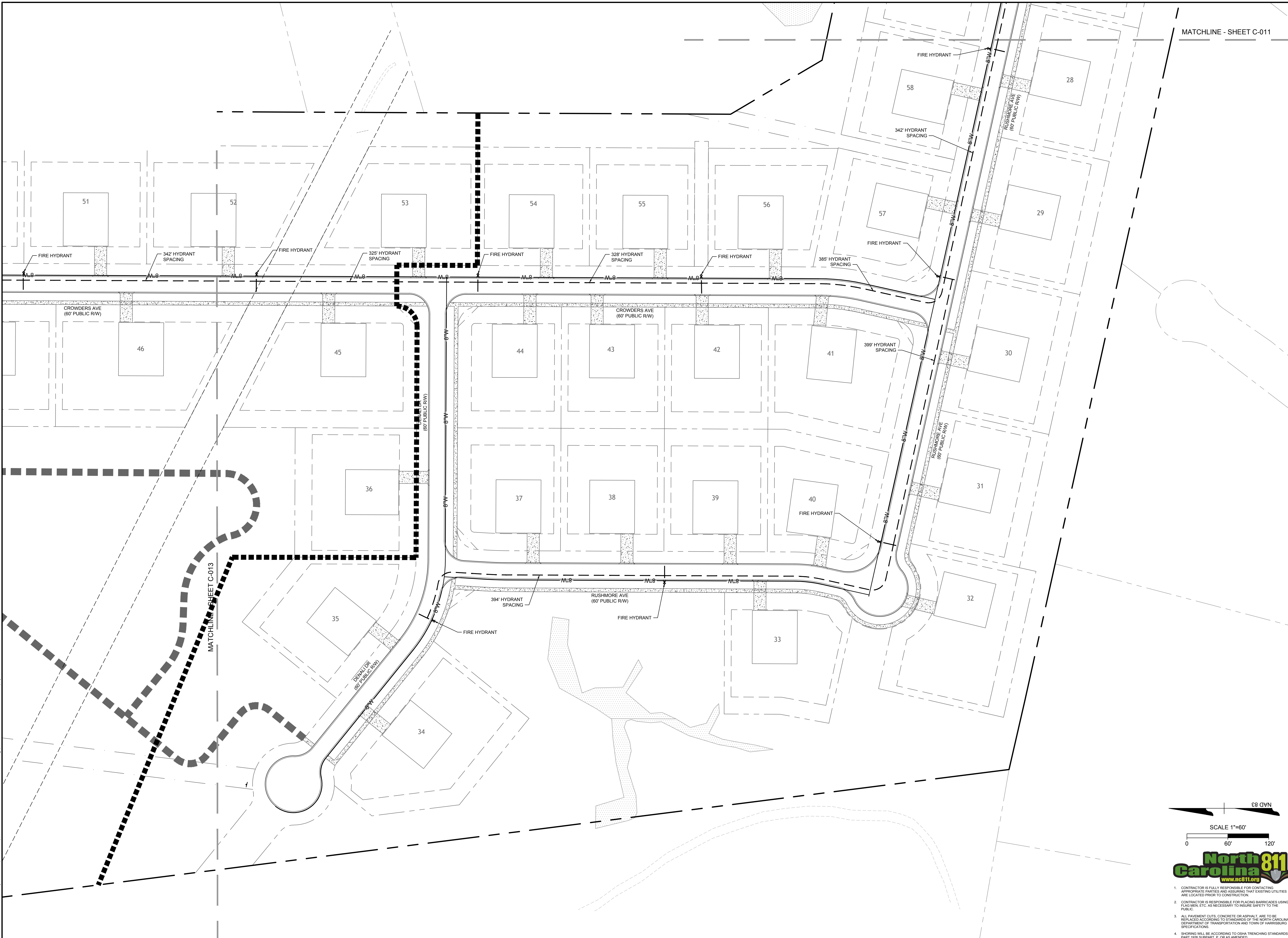
SCALE

1" = 60'

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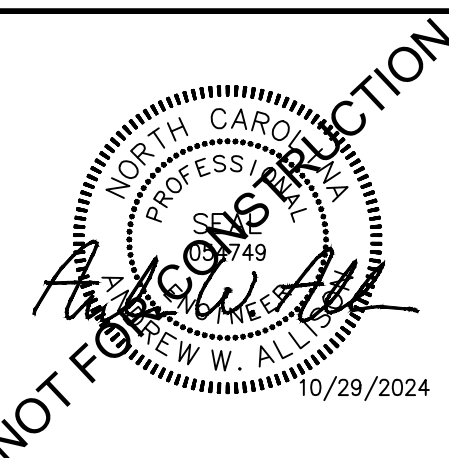
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CONSTRUCTION MANAGEMENT SERVICES

THE CSC GROUP
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MCKINLEY SUBDIVISION
HARRISBURG, NORTH CAROLINA
HOSE PULL MAP

NORTH CAROLINA LICENSE NO. C-1652

JOB NO.
45805

SHEET NO.
C-012

DATE	REVISION DESCRIPTION
10/29/2024	REVISED PER TOWN COMMENTS

DATE
09/13/2024

DRAWN BY
E. SCANLON

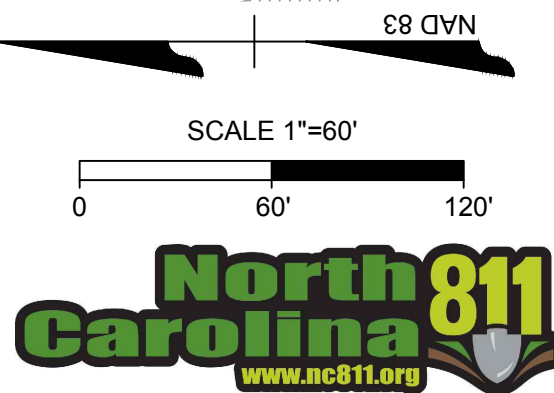
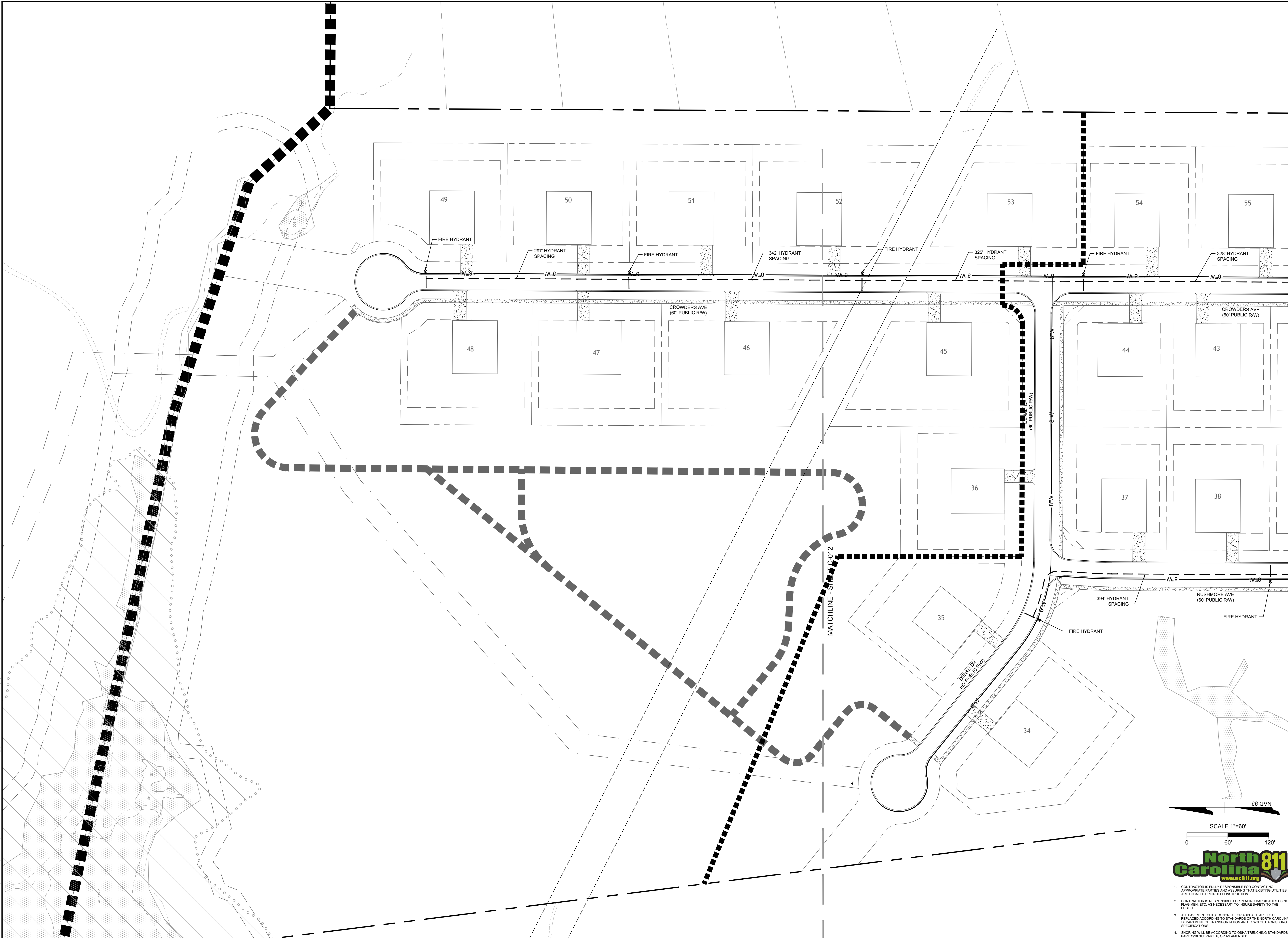
DESIGNED BY
A. ALLISON

CHECKED BY
C. TODD

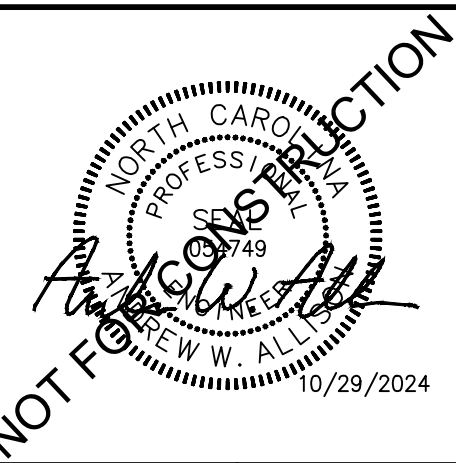
SCALE
1" = 60'

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THE CSC GROUP
CONSTRUCTION SERVICES COMPANY
 THE CSC GROUP
 600 PARK OFFICES DRIVE, SUITE 372
 DURHAM, NC 27709

DATE
 10/29/2024

DATE
 09/13/2024

DRAWN BY
 E. SCANLON

DESIGNED BY
 A. ALLISON

CHECKED BY
 C. TODD

SCALE
 1" = 60'

TIMMONS GROUP

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MCKINLEY SUBDIVISION
 NORTH CAROLINA LICENSE NO. C-1652
 HARRISBURG, NORTH CAROLINA

HOSE PULL MAP

JOB NO.
45805

SHEET NO.
C-013

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S:\10445805-Lower Rocky River Rd (CSC Group)\DWG\Sheet\Plan\45805-0096-OPENSPC.dwg | Plotted on 11/14/2024 3:58 PM | by: Elle Scanlon

OPEN SPACE SUMMARY:

REQUIRED:

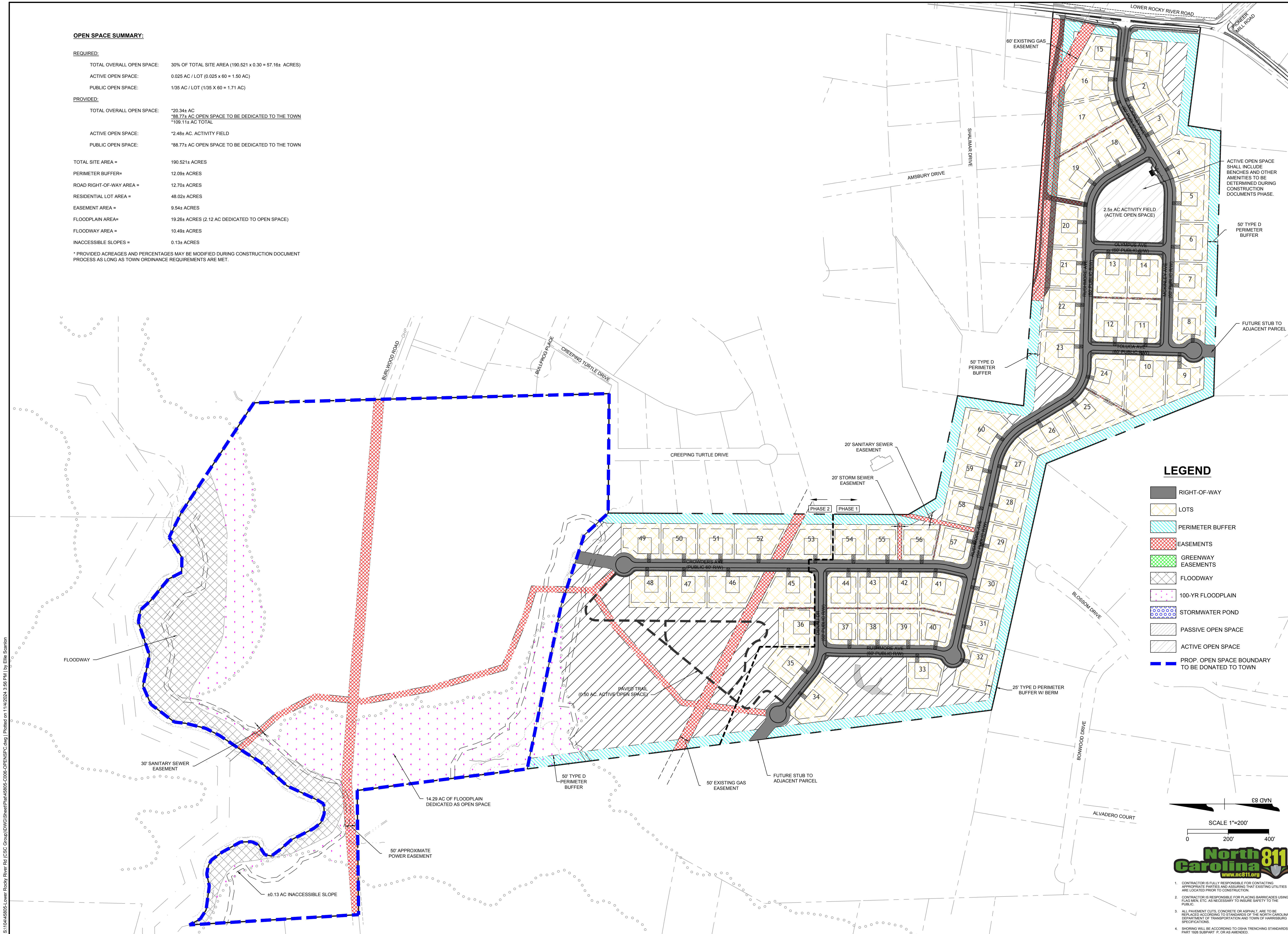
TOTAL OVERALL OPEN SPACE: 30% OF TOTAL SITE AREA (190.521 x 0.30 = 57.16± ACRES)
ACTIVE OPEN SPACE: 0.025 AC / LOT (0.025 x 60 = 1.50 AC)
PUBLIC OPEN SPACE: 1/35 AC / LOT (1/35 X 60 = 1.71 AC)

PROVIDED:

TOTAL OVERALL OPEN SPACE: *20.34± AC
*88.77± AC OPEN SPACE TO BE DEDICATED TO THE TOWN
*109.11± AC TOTAL
ACTIVE OPEN SPACE: *2.48± AC. ACTIVITY FIELD
PUBLIC OPEN SPACE: *88.77± AC OPEN SPACE TO BE DEDICATED TO THE TOWN

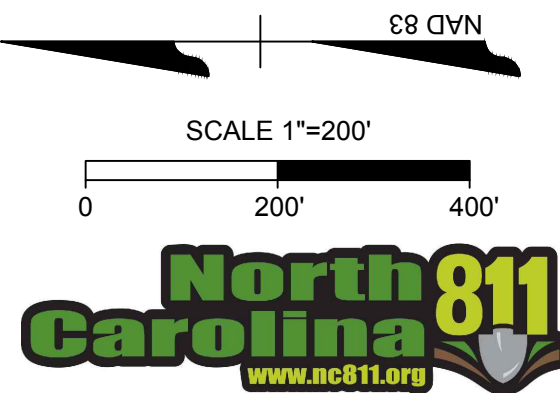
TOTAL SITE AREA = 190.521± ACRES
PERIMETER BUFFER= 12.09± ACRES
ROAD RIGHT-OF-WAY AREA = 12.70± ACRES
RESIDENTIAL LOT AREA = 48.02± ACRES
EASEMENT AREA = 9.54± ACRES
FLOODPLAIN AREA= 19.26± ACRES (2.12 AC DEDICATED TO OPEN SPACE)
FLOODWAY AREA = 10.49± ACRES
INACCESSIBLE SLOPES = 0.13± ACRES

* PROVIDED ACREAGES AND PERCENTAGES MAY BE MODIFIED DURING CONSTRUCTION DOCUMENT PROCESS AS LONG AS TOWN ORDINANCE REQUIREMENTS ARE MET.

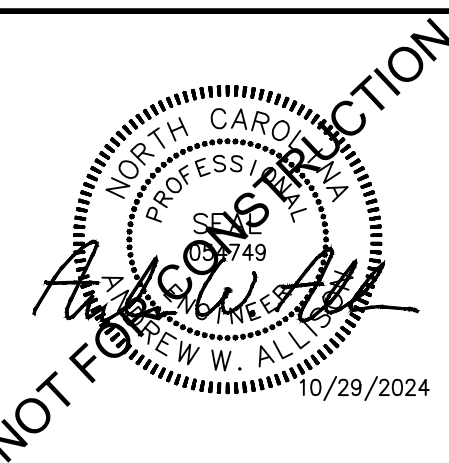


LEGEND

- RIGHT-OF-WAY
- LOTS
- PERIMETER BUFFER
- EASEMENTS
- GREENWAY EASEMENTS
- FLOODWAY
- 100-YR FLOODPLAIN
- STORMWATER POND
- PASSIVE OPEN SPACE
- ACTIVE OPEN SPACE
- PROP. OPEN SPACE BOUNDARY TO BE DONATED TO TOWN



- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
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CONSULTANTS TO THE INDUSTRY OF CONSTRUCTION
THE CSC GROUP
600 PARK OFFICES DRIVE, SUITE 372
DURHAM, NC 27719

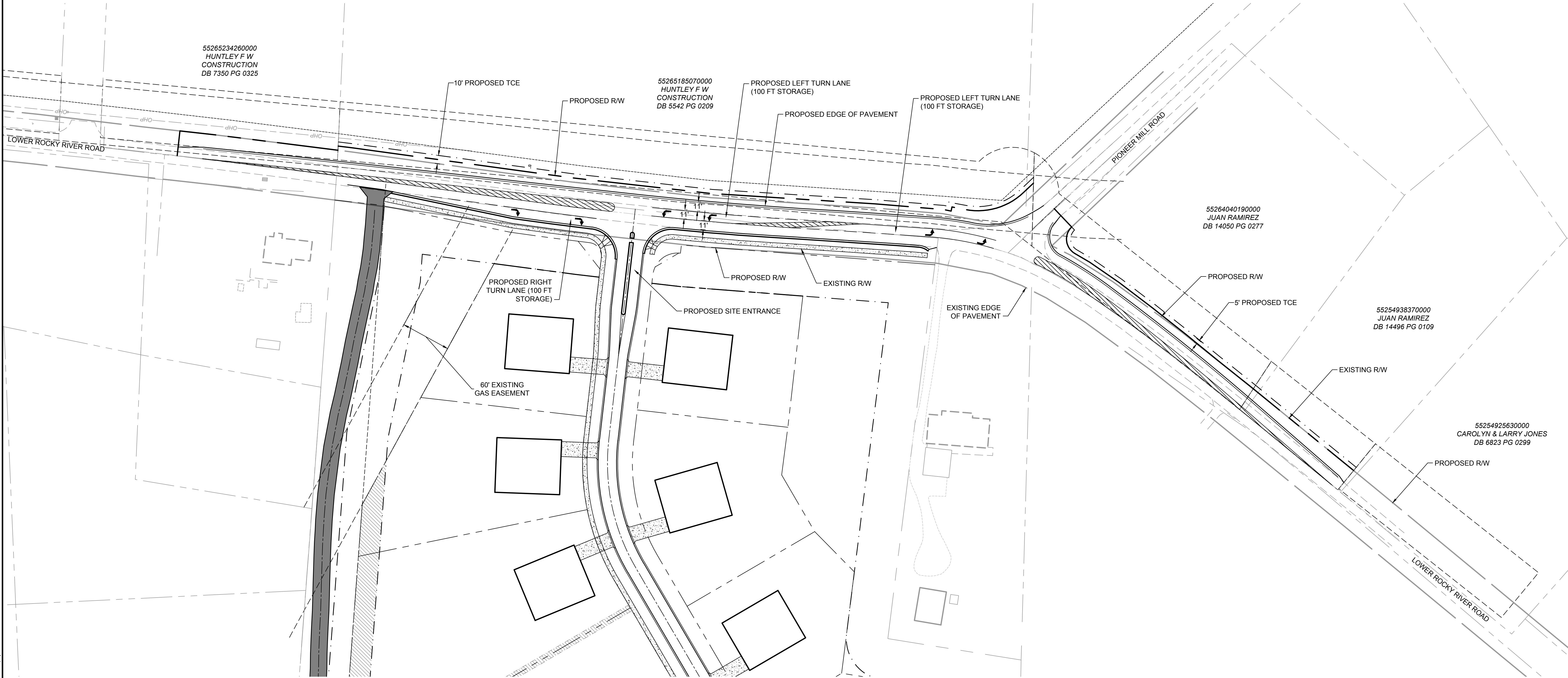
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MCKINLEY SUBDIVISION
NORTH CAROLINA LICENSE NO. C-1652
OPEN SPACE & AREA SUMMARY MAP

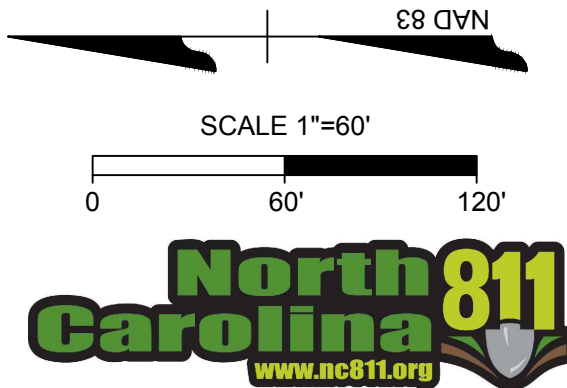
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C-014

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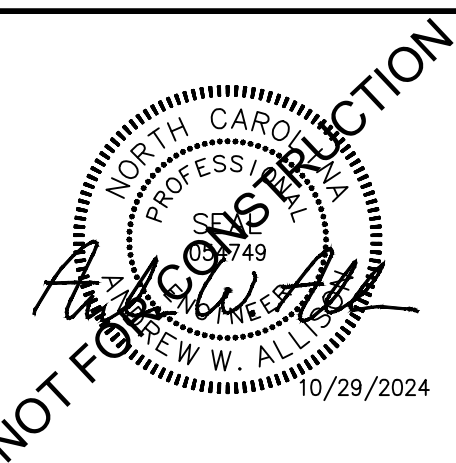
S:\10445805-Lower Rocky River Rd (CSC Group)\DWG\Sheet\Plan\45805-C007-C05RD.dwg | Plotted on 11/14/2024 3:56 PM | by Elise Stanton



PIONEER MILL ROAD & LOWER ROCKY RIVER - ROAD IMPROVEMENTS
(PHASE 1)



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NORTH CAROLINA LICENSE NO. C-1652

MCKINLEY SUBDIVISION
HARRISBURG, NORTH CAROLINA

LOWER ROCKY RIVER ROAD IMPROVEMENTS

JOB NO.
45805

SHEET NO.
C-016

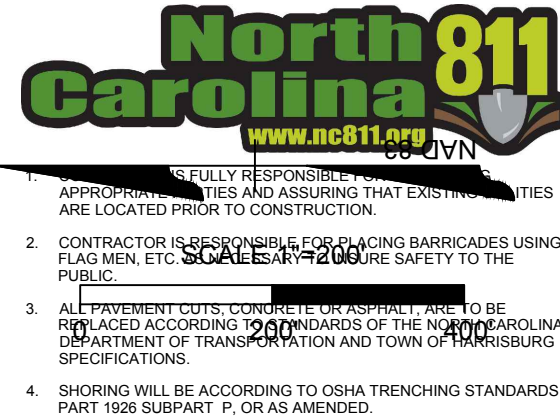
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AREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CAL	HT	SPAC	REMARKS
AB	16	ACER BUERGERIANUM	TRIDENT MAPLE	B&B	3"	12' MIN.	A.I.	SINGLE STEM, CENTRAL LEADER
CC	92	CERIS CANADENSIS 'FOREST PANSY'	FOREST PANSY REDBUR	B&B	2"	8' MIN.	A.I.	SINGLE STEM
JA	25	CORNUS KOUSA	KOUSA DOGWOOD	B&B	2"	8' MIN.	A.I.	SINGLE STEM
CC	25	ILEX X ATTENUATA 'FOSTERI'	FOSTER HOLLY	B&B	2"	8' MIN.	A.I.	FULL TO GROUND
LT	51	LIRIODENDRON TULIPIFERA	TULIP POPLAR	B&B	3.5"	12' MIN.	A.I.	SINGLE STEM, CENTRAL LEADER
NS	29	NYSSA SYLVATICA 'GREEN GABLE'	GREEN GABLE BLACK GUM	B&B	3.5"	12' MIN.	A.I.	SINGLE STEM, CENTRAL LEADER
AL	1	QUERCUS ALBA	WHITE OAK	B&B	3.5"	12' MIN.	A.I.	SINGLE STEM, CENTRAL LEADER
QF	10	QUERCUS FALCATA	SOUTHERN RED OAK	B&B	3.5"	12' MIN.	A.I.	SINGLE STEM, CENTRAL LEADER
QL	30	QUERCUS LYRATA	LAUREL OAK	B&B	3.5"	12' MIN.	A.I.	SINGLE STEM, CENTRAL LEADER
QS	41	QUERCUS SHUMARDII	SHUMARD OAK	B&B	3.5"	12' MIN.	A.I.	SINGLE STEM, CENTRAL LEADER
PL	17	ULMUS PARIETALIS	LACEBARK ELM	B&B	3.5"	12' MIN.	A.I.	SINGLE STEM
ZS	37	ZELKOVA SERRATA	JAPANESE ZELKOVA	B&B	3.5"	12' MIN.	A.I.	SINGLE STEM

TYPE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CAL	HT	SPAC	REMARKS
SHADE TREE SPECIES								
	376	ACER RUBRUM	RED MAPLE	B&B	3.5"	12' MIN.	A.I.	SINGLE STEM, CENTRAL LEADER
		BETULA NIGRA 'DURAHEAT'	DURAHEAT RIVER BIRCH	B&B	3.0"	12' MIN.	A.I.	MULTI-STEM
		LIQUIDAMBAR STYRACIFLUA 'ROTUNDILOBA'	FRUITLESS SWEETGUM	B&B	3.5"	12' MIN.	A.I.	SINGLE STEM, CENTRAL LEADER
EVERGREEN TREE SPECIES								
	943	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	B&B	3.0"	12' MIN.	A.I.	FULL TO GROUND
		CEDRUS DEODARA	DEODAR CEDAR	B&B	3.0"	12' MIN.	A.I.	FULL TO GROUND
		TAXODIUM DISTICHUM	BALDYPRESS	B&B	3.0"	12' MIN.	A.I.	FULL TO GROUND
ORNAMENTAL TREE SPECIES								
	376	CERCIS CANADENSIS 'FOREST PANSY'	FOREST PANSY REDBUD	B&B	2"	8' MIN.	A.I.	MULTI-STEM
		LAGERSTROMIA INDICA	CRAPE MYRTLE, SP	B&B	2"	8' MIN.	A.I.	MULTI-STEM
		PRUNUS CERASIFERA	PURPLE LEAF PLUM	B&B	2"	8' MIN.	A.I.	SINGLE STEM

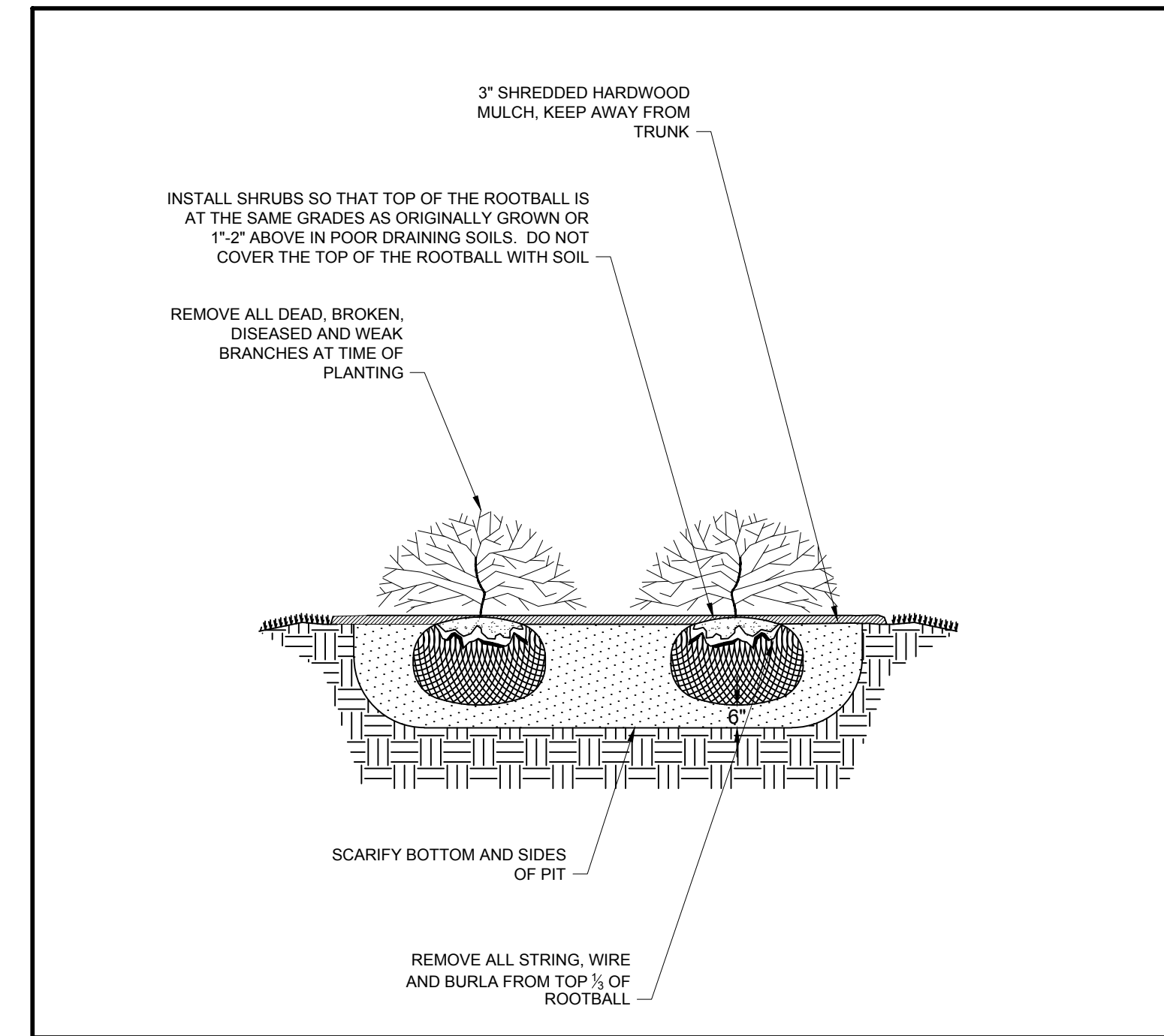
SEE SHEET C-018 FOR PLANTING NOTES, DETAILS AND PLANTING CALCULATIONS

	EXISTING TREE
	PROPOSED 50' WIDE TYPE D BUFFER YARD
	PROPOSED 25' WIDE TYPE D BUFFER YARD
	PROPOSED TREE MITIGATION AREA

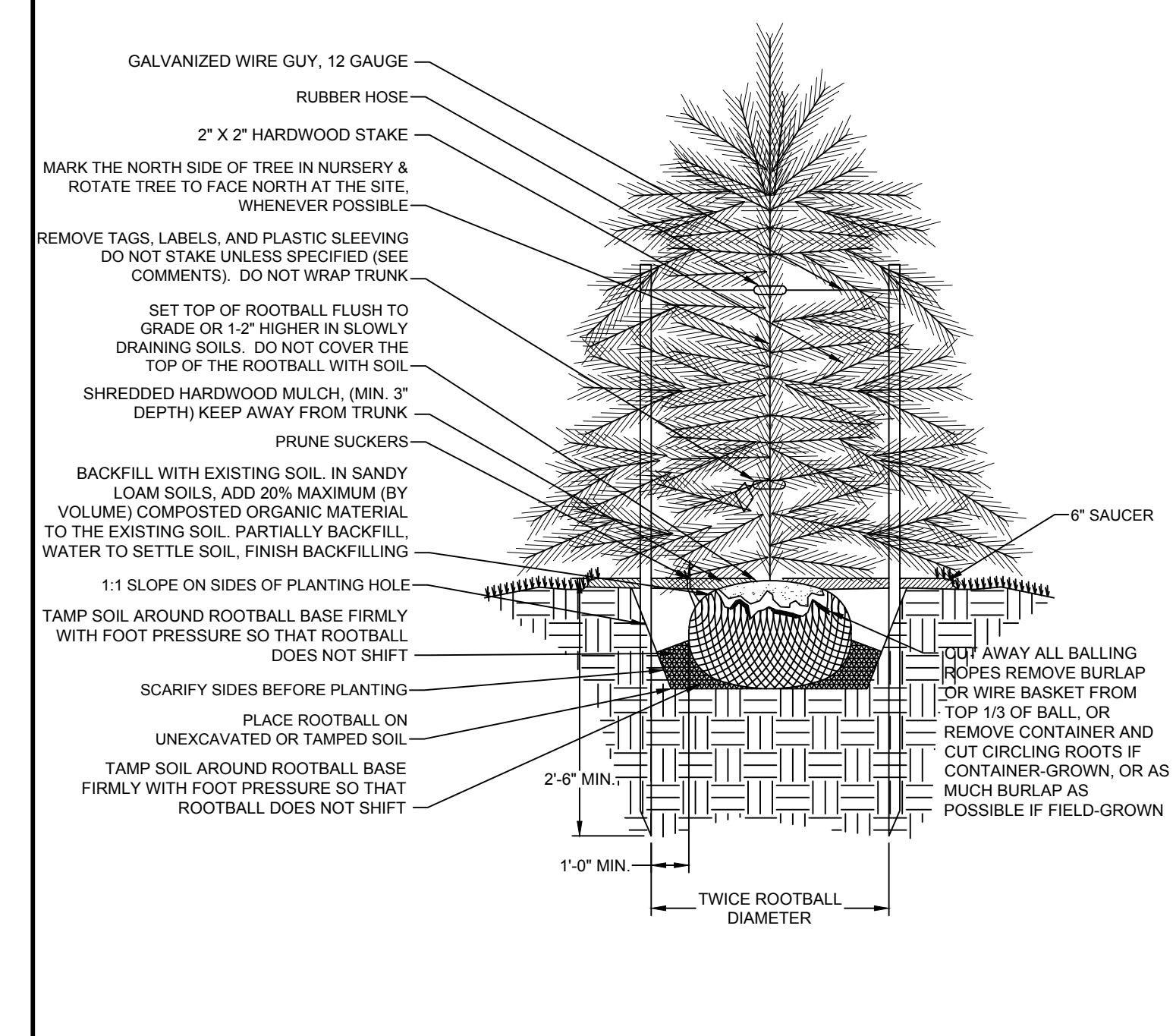


TIMMONS GROUP	
NORTH CAROLINA LICENSE NO. C-1652	
MCKINLEY SUBDIVISION	
HARRISBURG, NORTH CAROLINA	
PLANTING PLAN OVERALL	
JOB NO.	45805
SHEET NO.	C-017

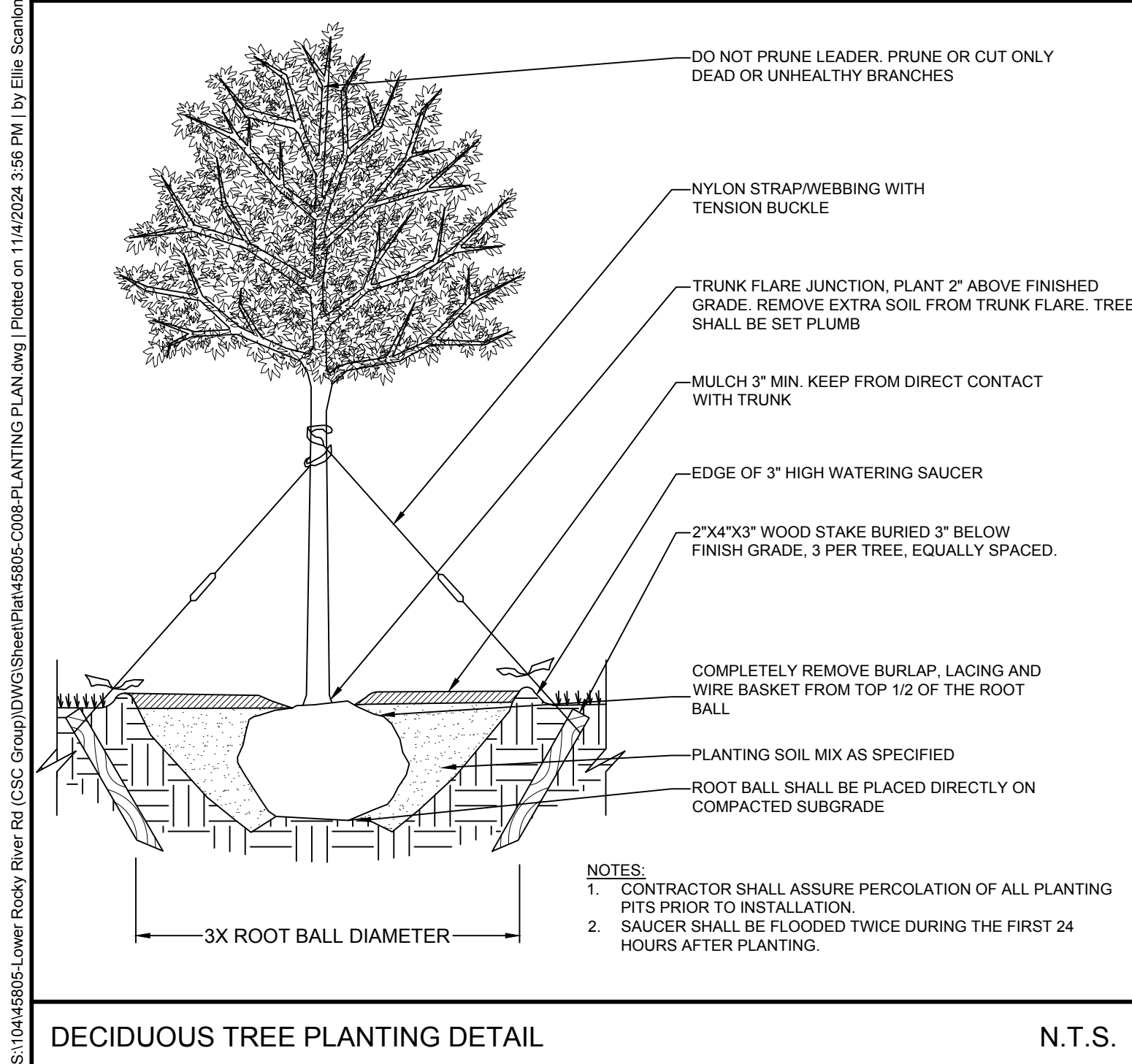
S:\10445805-Lower Rocky River Rd (CSC Group)\DWG\Sheet\Pair45805-C008-PLANTING PLAN.dwg | Plotted on 11/04/2024 3:56 PM | by Elle Stanton



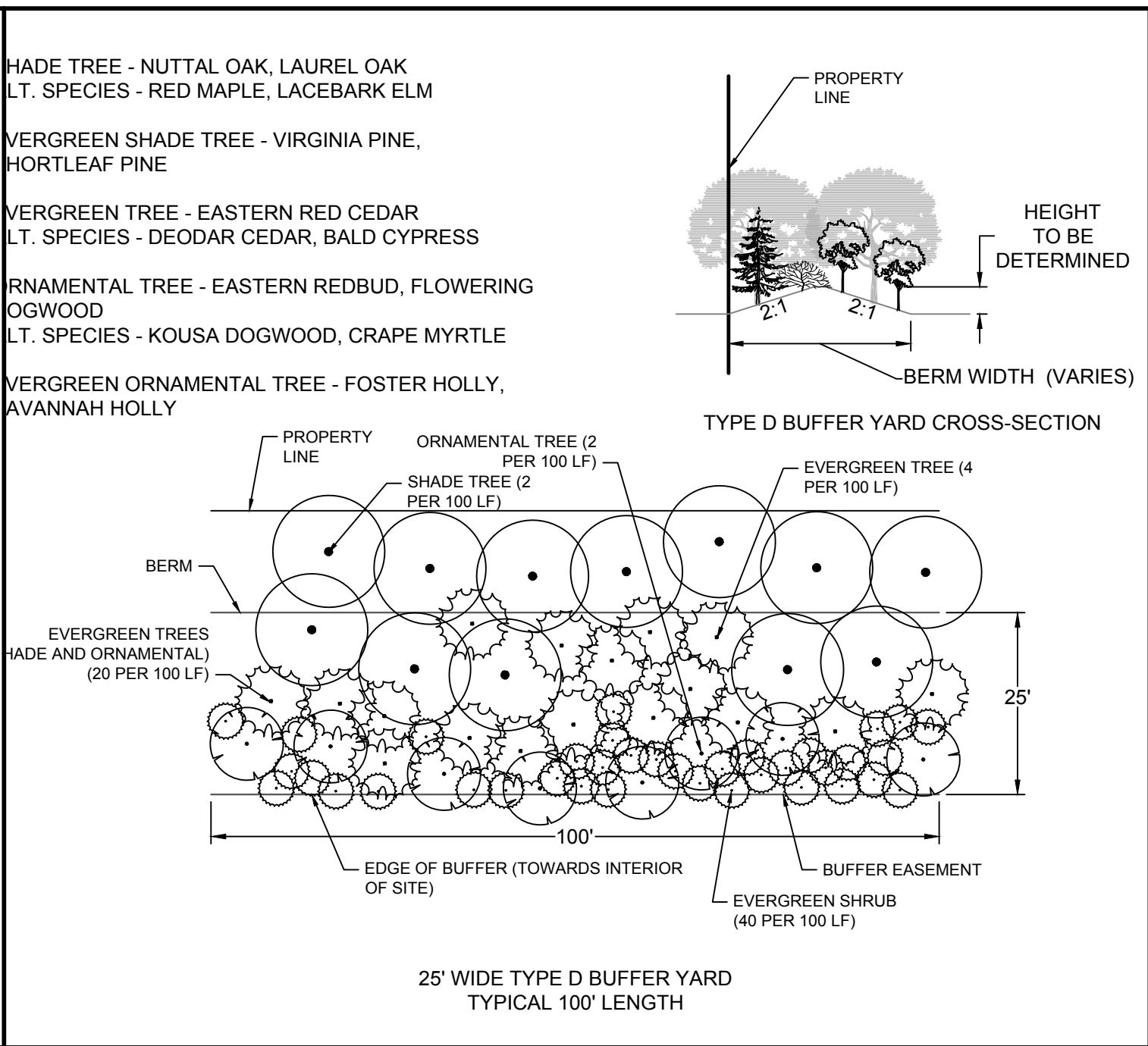
SHRUB PLANTING DETAIL N.T.S.



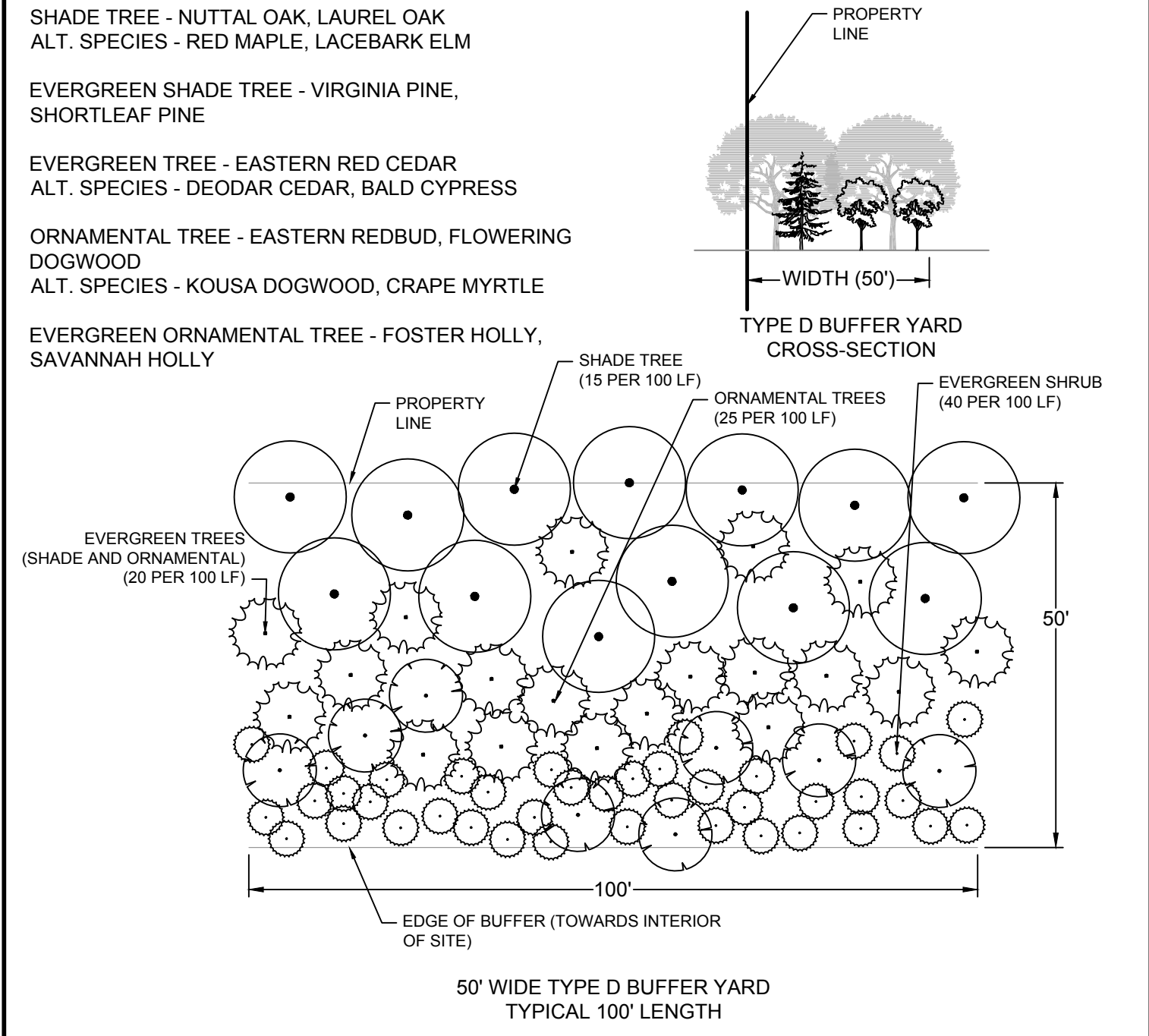
EVERGREEN TREE PLANTING DETAIL N.T.S.



DECIDUOUS TREE PLANTING DETAIL N.T.S.



25' WIDE TYPE D BUFFER YARD SCALE: 1" = 20'



50' WIDE TYPE D BUFFER YARD SCALE: 1" = 20'

PLANTING NOTES:

- SIZE AND GRADING STANDARDS OF PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF "USA STANDARDS FOR NURSERY STOCK", BY THE AMERICAN ASSOCIATION OF NURSERYMAN, INC.
- ALL ANNUAL/PERENNIAL BEDS SHALL BE AMENDED BY THE CONTRACTOR PER THE SPECIFICATIONS AND RAISED 6" ABOVE EXISTING OR PROPOSED GRADE. CONTRACTOR SHALL PROVIDE TOPSOIL AS REQUIRED TO RAISE GRADES.
- CONTRACTOR SHALL MOUND ALL PARKING LOT ISLANDS TO 6" ABOVE BACK OF CURB AT THE CENTER OF ISLAND. CONTRACTOR SHALL SUPPLY AND PLACE ADDITIONAL TOPSOIL IF NECESSARY FOR MOUNDING AS INDICATED ON CONSTRUCTION DOCUMENTS.
- CONTRACTOR SHALL MULCH ALL LANDSCAPE BEDS WITH DOUBLE-HAMMERED HARDWOOD MULCH AT MIN 1.5"-2" THICK.
- ALL DISTURBED AREAS WITHIN THE PROPERTY NOT INDICATED TO RECEIVE SOD OR MULCH SHALL BE SODDED BY THE CONTRACTOR.
- CONTRACTOR SHALL REMOVE ALL HARD LUMPS OF CLAY, ROCKS OVER 1" IN DIAMETER, AND ALL CONSTRUCTION DEBRIS INCLUDING GRAVEL, ROOTS, LIMBS AND OTHER DELETERIOUS MATTER WHICH WOULD BE HARMFUL, OR PREVENT PROPER ESTABLISHMENT AND/OR MAINTENANCE OF PLANTING AREAS.
- IN AREAS WHERE CONSTRUCTION GRAVEL IS EMBEDDED IN THE SOIL, CONTRACTOR SHALL REMOVE CONTAMINATED SOIL TO A DEPTH OF 6" AND FILL WITH CLEAN TOPSOIL. CONTRACTOR SHALL IMPORT TOPSOIL AT NO CHARGE TO OWNER IF REQUIRED TO FILL THESE EXCAVATIONS.
- CONTRACTOR SHALL RESEED LAWN AREAS DAMAGED DUE TO PLANT MATERIAL INSTALLATION.
- CONTRACTOR SHALL REPAIR ANY PAVERS OR HARDSCAPE DAMAGED DUE TO PLANT MATERIAL INSTALLATION.
- ALL PLANT MATERIAL & INSTALLATION TECHNIQUES SHALL CONFORM TO THE LATEST STANDARDS BY THE AMERICAN ASSOCIATION OF NURSERYMAN, INC.
- CONTRACTOR SHALL COORDINATE PLANTING PLAN WITH ALL CIVIL DRAWINGS AND LOCATE ALL UNDERGROUND UTILITIES PRIOR TO PLANTING.
- ALL CHANGES OR FIELD SUBSTITUTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL REMOVE TOP 4" OF EXISTING SOIL WITHIN PLANTING BEDS AND REPLACE WITH PRECONDITIONED SOIL WITH APPROPRIATE PERCENTAGE OF ORGANIC CONTENT FOR OPTIMUM DRAINAGE SUCH AS "GARDEN MAX" SOILS FROM BLUE MAX MATERIALS. BLACK WONDER 5000 BY SIDES SEEDING OR AN APPROVED EQUAL. CONTRACTOR TO TILL IN AMENDED SOIL IN ALL BEDS TO A DEPTH OF 12"-18".
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES ON PLANS. DRAWINGS SHALL RULE OVER PLANT SCHEDULES.
- HEIGHT AND/OR WIDTH OF PLANT MATERIAL SUPERCEDES CONTAINER SIZE.
- ALL ANNUAL BEDS DESIGNATED ON THE PLANTING PLAN SHALL BE DESIGNED AND INSTALLED PER THE LANDSCAPE CONTRACTOR'S DISCRETION DURING THE APPROPRIATE SEASON AT TIME OF PLANTING (WARM OR COOL SEASON) WITH INPUT AND/OR APPROVAL FROM OWNER AND/OR ITS REPRESENTATIVES.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE ANSI A300 STANDARD FOR TREE, SHRUB, AND OTHER WOODY PLANT MANAGEMENT-STANDARD PRACTICES.
- ALL PLANT STOCK SHALL COMPLY WITH THE CURRENT EDITION OF ANSI Z60.1 AMERICAN STANDARD FOR NURSERY STOCK.
- UTILITIES SHALL BE LOCATED BEFORE PLANTING. WWW.NC811.ORG
- ANY PROPOSED PRIVATE IRRIGATION SHALL NOT LIE WITHIN UTILITY EASEMENTS OR STREET RIGHT OF WAYS.
- PLANTING LOCATIONS WILL BE ADJUSTED TO PROVIDE SUFFICIENT SPACE FOR UTILITIES, EASEMENTS, STREET LIGHTING, TRAFFIC SIGNS, AND SIGHT TRIANGLES. 5' CLEARANCE AROUND ALL SIDES OF FIRE HYDRANTS AND UTILITY APPURTENANCES. ON PUBLIC STREETS, NO TREES SHALL BE PLANTED WITHIN 75' OF APPROACHING A STOP SIGN. NO PLANTS OR SIGNS OVER 2' TALL WITHIN SITE TRIANGLES.
- ALL TREES AND THEIR PLANTED LOCATIONS SHALL BE INSPECTED BY TOWN STAFF BEFORE APPROVAL. ANY PLANT MATERIAL WHICH HAS DIED, TURNED BROWN, OR DEFOLIATED PRIOR TO INSPECTION SHALL BE REJECTED.
- ALL PLANTING AREAS SHALL MEET THE REQUIREMENTS OF THE TOWN OF HARRISBURG UNIFIED DEVELOPMENT ORDINANCE.
- ANY PROPOSED REDESIGN OF THE APPROVED PLANTING PLAN OR PLANT SPECIES SUBSTITUTIONS SHALL BE APPROVED BY THE TOWN ARBORIST BEFORE INSTALLATION.

LANDSCAPE YARDS CALCULATION SUMMARY

STREET YARD LANDSCAPING										
LOCATION	LEVEL	LENGTH	WIDTH	SHADE TREES	ORNAMENTAL TREES	LARGE SHRUBS	MEDIUM SHRUBS	SMALL SHRUBS	REQUIRED POINTS/LF	PROVIDED POINTS
1 LOWER ROCKY RIVER ROAD	1	668'	6'	7 (10)	7 (11)	0	0	0	N/A	N/A (186)
2 MCKINLEY AVE	1	1684'	6'	34 (38)	34 (34)	0	0	0	N/A	N/A (660)
3 RUSHMORE AVE	1	2853'	6'	57 (69)	57 (63)	0	0	0	N/A	N/A (1206)
4 OLYMPUS AVE	1	415'	6'	8 (8)	8 (8)	0	0	0	N/A	N/A (144)
5 TOLUCA AVE	1	542'	6'	11 (15)	11 (12)	0	0	0	N/A	N/A (252)
6 TETON ST	1	663'	6'	13 (13)	13 (16)	0	0	0	N/A	N/A (252)
7 DENALI DR	1	800'	6'	16 (21)	16 (17)	0	0	0	N/A	N/A (364)
8 CROWDERS AVE	1	1720'	6'	34 (34)	34 (46)	0	0	0	N/A	N/A (684)

* INCLUDES STREET FRONTAGE ON BOTH SIDES OF NEW STREET.
(#) REPRESENTS QUANTITY OF PROPOSED TREES AND/OR SHRUBS.

BUFFER YARD LANDSCAPING								
LOCATION	TYPE	LENGTH	WIDTH	SHADE TREES	ORNAMENTAL TREES	EVERGREEN TREE PERCENT (%)	EVERGREEN TREES	EVERGREEN SHRUBS
1 SOUTH	D	1672'	25'	251	418	50	335	669
2 SOUTH	D	3366'	25'	505	842	50	674	1,347
3 SOUTH*	D	1050'	50'	***BUFFER WILL UTILIZE EXISTING VEGETATION***				
4 WEST*	D	100'	50'	***BUFFER WILL UTILIZE EXISTING VEGETATION***				
5 WEST	D	4566'	25'	91 (91)	91 (91)	50	91(183)	228 (228)

SEE TYPICAL BUFFER SECTIONS, THIS SHEET. PLANT QUANTITIES ARE ESTIMATES BASED ON LENGTH OF BUFFER YARDS.
(#) REPRESENTS QUANTITY OF PROPOSED TREES AND/OR SHRUBS.
(*) IDENTIFIES BUFFER THAT WILL UTILIZE EXISTING VEGETATION TO MEET PLANTING REQUIREMENTS.

BUFFERYARD LANDSCAPE REQUIREMENTS PER TABLE 141.04.03-2 HARRISBURG, NC UDO

CLASS D BUFFERYARD TYPE

MIN REQUIRED SHADE TREES PER 100 LF: 15
MIN REQUIRED ORNAMENTAL TREES PER 100 LF: 25
TREES TO BE EVERGREEN PER 100 LF: 20
MIN REQUIRED EVERGREEN SHRUBS PER 100 LF: 40
*EVERGREEN TREES SHALL BE INTERSPERSED WITH OTHER REQUIRED PLANTING ON A REGULAR INTERVAL

NOTE:

- FINAL LANDSCAPING QUANTITIES TO BE DETERMINED DURING CONSTRUCTION DOCUMENTS.

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CHARLOTTE OFFICE
610 E. Morehead Street, Suite 250 | Charlotte, NC 28202
TEL 704.602.8600 FAX 704.576.1076 www.timmons.com

THE CSC GROUP
CONTRACTOR TO THE TOWN OF HARRISBURG
THE CSC GROUP
600 PARK OFFICES DRIVE, SUITE 372
DURHAM, NC 27709

DATE
10/29/2024

REVISION DESCRIPTION

REVISED PER TOWN COMMENTS

DATE
09/13/2024

DRAWN BY
E. SCANLON

DESIGNED BY
A. ALLISON

CHECKED BY
C. TODD

SCALE
N/A

YOUR VISION ACHIEVED THROUGH OURS.

TIMMONS GROUP

NORTH CAROLINA LICENSE NO. C-1652

MCKINLEY SUBDIVISION
HARRISBURG, NORTH CAROLINA

PLANTING PLAN NOTES

JOB NO.
45805

SHEET NO.
C-018

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.

2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAG MEN, ETC. AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.

3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND TOWN OF HARRISBURG SPECIFICATIONS.

4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART F, OR AS AMENDED.

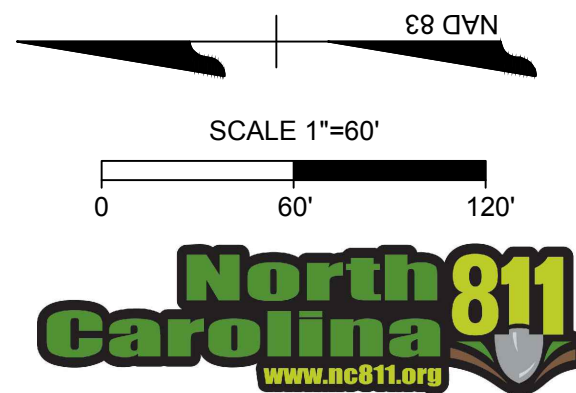
North Carolina 811
www.nc811.org

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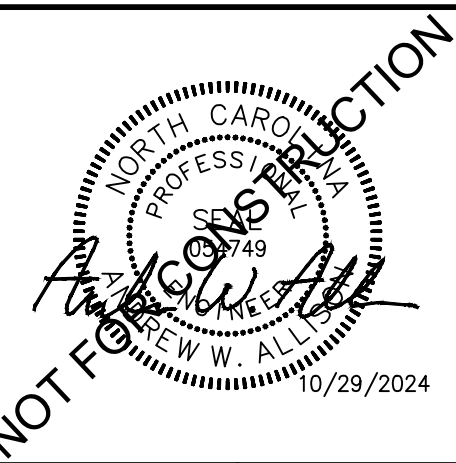


MATCHLINE - SHEET C-020

2.5± AC ACTIVITY FIELD/ PLANTED AREA
(LANDSCAPE PLAN TO BE PROVIDED
DURING CONSTRUCTION DOCUMENTS)



1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAG MEN, ETC. AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND TOWN OF HARRISBURG SPECIFICATIONS.
4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART F, OR AS AMENDED.



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THE CSC GROUP	DATE	REVISION DESCRIPTION
10/29/2024	REVISED PER TOWN COMMENTS	

THE CSC GROUP	DATE	REVISION DESCRIPTION
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THE CSC GROUP	DATE	REVISION DESCRIPTION
10/29/2024	REVISED PER TOWN COMMENTS	

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NORTH CAROLINA LICENSE NO. C-1652

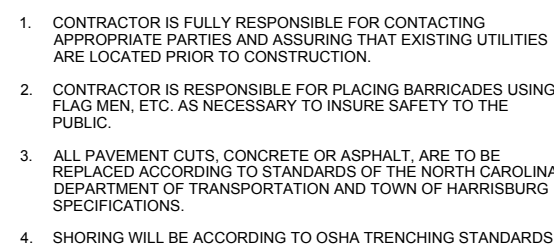
MCKINLEY SUBDIVISION

HARRISBURG, NORTH CAROLINA

PLANTING PLAN

JOB NO.
45805
SHEET NO.
C-019

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JOB NO.
45805

SHEET NO.
C-021

[illegible]

IN ACHIEVED THROUGH OURS.

DRAWN BY	E. SCANLON
DESIGNED BY	A. ALLISON
CHECKED BY	C. TODD
SCALE	1" = 60'

TIMMONS GROUP NORTH CAROLINA LICENSE NO. C-1652 YOUR VISION ACHIEVED THROUGH OURS. 		DESIGNED BY
		A. ALLITON
		CHECKED BY
		C. TODD
		SCALE
		1" = 60'
MCKINLEY SUBDIVISION HARRISBURG, NORTH CAROLINA PLANTING PLAN		JOB NO.
		45805
SHEET NO.		C-022

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**ORDINANCE TO AMEND THE TOWN OF HARRISBURG OFFICIAL ZONING MAP
AND ENTER INTO A DEVELOPMENT AGREEMENT**

WHEREAS, the Town of Harrisburg has a Unified Development Ordinance (UDO) and Official Zoning Map that provides for various rules and operational framework for how land can be used and developed within Harrisburg's planning and zoning jurisdiction; and

WHEREAS, Bethesda Associations, LLC and Rocky Investments, LLC represented by Steve George of the CSC Group, applicant, and property owner of record, submitted a zoning map amendment petition (H-2023-03-R) to amend an existing CZ-RL conditional use zoning district for the McKinley Subdivision to modify the approved zoning site plan by reducing the total lot count from 162 lots to 60 residential lots; and

WHEREAS, the zoning map amendment petition is accompanied by a development agreement between the Town and the applicant that sets forth the conditions of the approval granted by the Council, including the benefits to be received by the Town and Developer resulting from development of this project, along with the obligations to be met by both parties to this Agreement.; and

WHEREAS, the public hearing for this zoning map amendment and development agreement has been noticed in compliance with North Carolina General Statutes; and

WHEREAS, the Planning and Zoning Advisory Board reviewed this zoning map amendment petition (H-2023-03-R) at its June 18, 2024, public meeting and voted 5-1 to recommend approval to the Town Council finding the amendment consistent with the Common Decision Criteria found in Sections 145.01.07.A and Specific Review Criteria found in Section 145.03.03 (E) of the UDO, and with the goals of the Harrisburg Area Land Use Plan (HALUP); and

WHEREAS, the Harrisburg Town Council held a public hearing on August 12, 2024, for the map amendment and development agreement, and, after considering the testimony in the public hearing and Council deliberations, made the finding that this petition is consistent with Common Decision Criteria found within Section 145.01.07.A and Specific Review Criteria in Section 145.03.03(E) of the UDO and the HALUP because:

The proposed zoning map amendment modifying the associated zoning plan for the McKinley Subdivision is a reasonable request and is consistent with the goals of the HALUP, as follows:

- *The 190-acre site is located within a rural area of the Town that promotes the use of conservation-designed communities to preserve the natural resources of the area; and*
- *The proposed project is reducing the number of approved lots from 162-lots to 60-lots, thus reducing the potential impacts to the natural environment, traffic impacts, and stormwater runoff, while providing housing opportunities within the Town.*

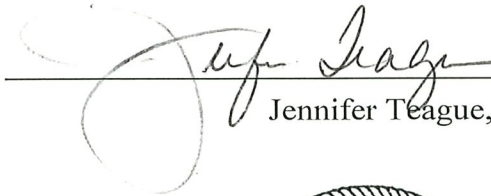
- *LU-3: Balance Development and conservation interest-the development is utilizing the conservation design approach development, maintaining over 50% open space.*
- *LU-2: Link Land Use with Transportation Improvements: the development includes transportation improvements on adjacent roads appropriate for this development.*
- *PR-3: Integrate Open Space & Amenities in New Development: this project's conservation design and open space preservation is proposed within an area having sensitive natural resources.*

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Harrisburg, North Carolina, that approval is hereby granted to H-2023-03-R McKinley Subdivision modifying the zoning site plan as described on Exhibit A (attached herein), **and** development agreement attached herein as Exhibit B, fully enforced from the time this ordinance is adopted as conditioned below:

1. The conditional zoning district shall be restricted to a 60-lot, single-family detached residential community as designed within the accompanied site plan (Exhibit A). The proposed development includes the dedication of an 88.77 acre as depicted in the rezoning plan. Dedication shall occur prior to the recording of the first final plat.
2. Obtain all applicable local, state, and federal permits required for development before any development activity can take place.
3. Primary cladding materials for all residential buildings are restricted to masonry or similar products (no vinyl siding).
4. No exposed concrete foundations are permissible, and appropriate cladding must extend to the ground level on all sides of the homes.
5. The following transportation improvements are required and shall be installed and complete prior to the recordation of the first final plat:
 - a. **Lower Rocky River Road & Pioneer Mill Road**
 - i. Construction of a southbound left-turn lane along Lower Rocky River Road with a minimum of 100 ft of storage.
 - ii. Construction of a three-lane section along Lower Rocky River Road between Pioneer Mill Road and Site Access.
 - b. **Lower Rocky River Road and Site Access**
 - i. Construction of the eastbound approach with one ingress & one egress land and an internal protected stem of 100 ft.
 - ii. Construction of a southbound right-turn lane along Lower Rocky River Road, with a minimum storage length of 100 ft.
 - iii. Construction of a northbound left-turn lane along lower Rocky River Road with a minimum storage length of 100 ft.
6. An 8-foot landscape easement (4 feet on each side of the property line) is required for residential lots sharing a rear property line. Easements shall be recorded with Final Plats
7. All ponds, if required, shall be wet detention ponds with fountains. Ponds shall be designed such that there is a minimum depth of ten' over at least 25% of the permanent pool area. Said pond shall be fence with a vinyl 4-rail farm fence, preferably white.

8. The existing gravel driveway, on an existing easement that runs parallel along the proposed lots 15 through 21 and provides access to parcel 55262174560000 outside this proposed subdivision, shall be:
 - a. Established as a sixty-foot-wide easement; and
 - b. Paved to Town standards; and
 - c. Prohibit parking within said easement; and
 - d. Equipped with a fire access gate with Knox box.
9. Mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
10. The mailbox clusters shall meet minimum ADA Standards and include a cover structure.
11. All streets should be to the Town of Harrisburg Engineering Design standards, alternate pavement schedule is not allowable. Roadways cross sections will be reviewed and approved at the construction document phase.
12. The applicant shall have a certified professional inspect ground water wells located within 100 ft from rock blasting activities a minimum of 14 days prior to any blasting activities. The well shall be reinspected a minimum of two times over the course of rock blasting activities with the final inspection occurring within 30 days of completion of the rock blasting. Inspection report shall be documented and presented to Town Staff for review. If it is determined that rock blasting construction had a negative impact on the well, the property owner will be compensated for any loss and such negotiations will occur between the applicant and affected property owner.
13. There will be no more than 10% of the residential units as rentals at any given time and will be restricted as such by deed restrictions.
14. The developer shall enter into a Development Agreement with the Town as provided by in Exhibit B.
15. The conditions shall run with the Property, and every purchaser, assignee, or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this conditional zoning ordinance.

PASSED and ADOPTED this 12th day of August, 2024.



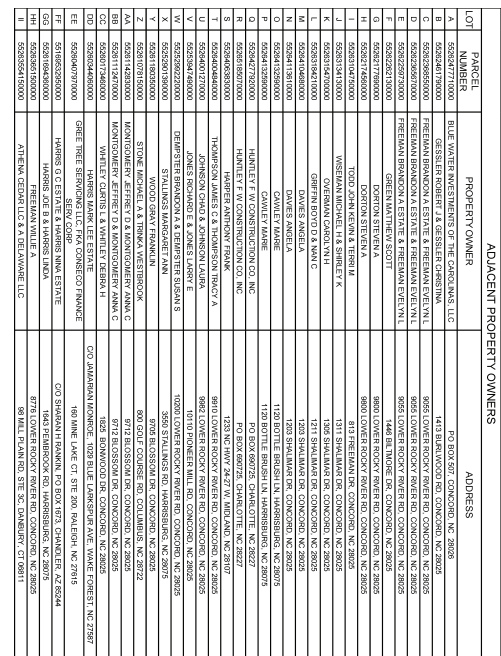
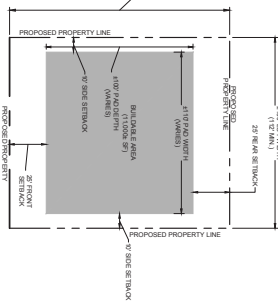
Jennifer Teague, Mayor

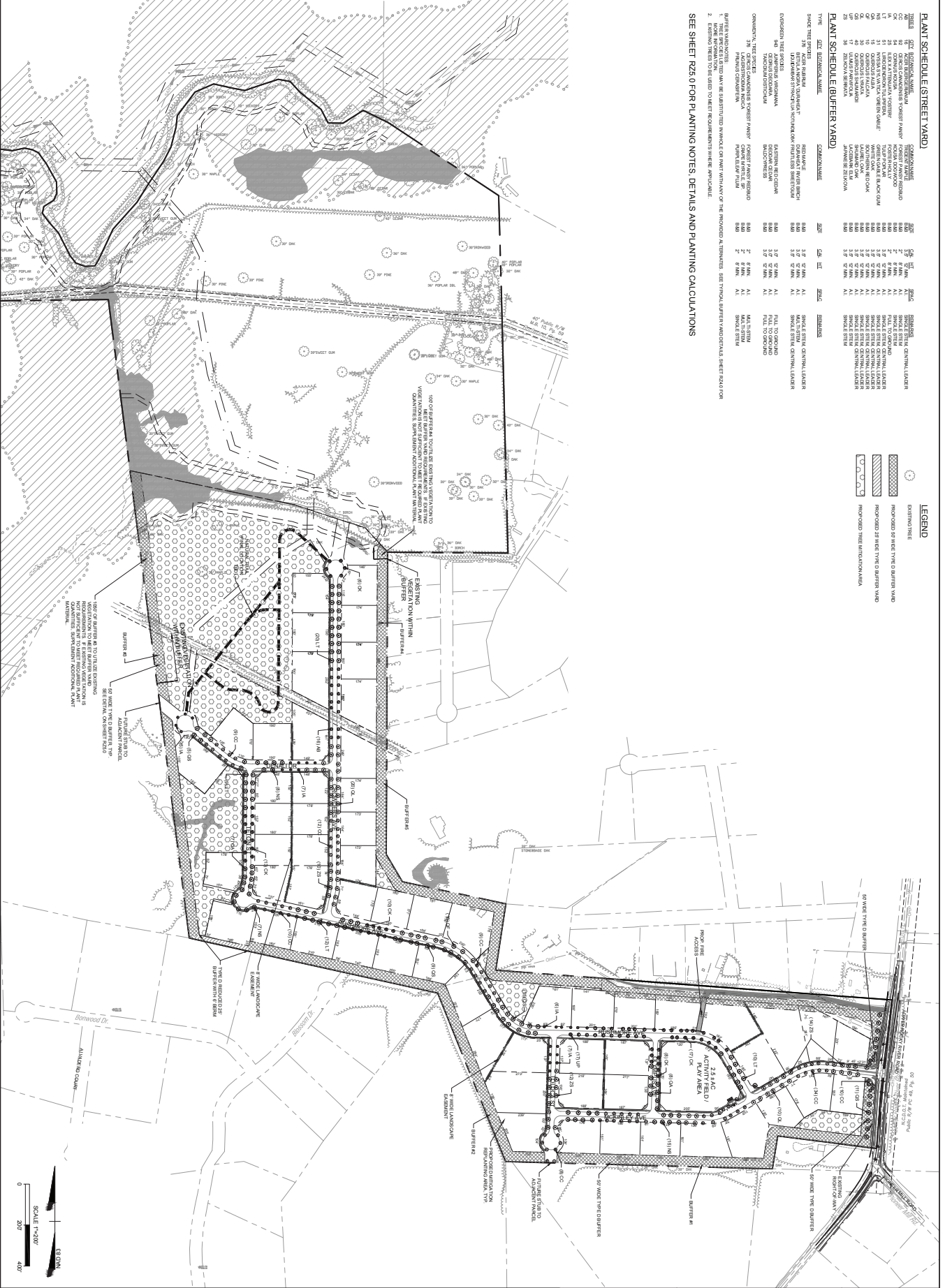
ATTEST:



Janet Rackley, Town Clerk



[illegible]



TIMMONS GROUP

NORTH CAROLINA LICENSE NO. C-1652

YOUR VISION ACHIEVED THROUGH OURS.

MCKINLEY SUBDIVISION

HARRISBURG, NORTH CAROLINA

PLANTING PLAN

DESIGNED BY
A. ALLISON

CHECKED BY
A. CARLSON

SCALE
1" = 200'

DATE
06/22/2023

DATE
09/28/2023

DATE
03/05/2024

DATE
05/22/2024

DATE
07/26/2024

REVISION DESCRIPTION
REVISED PER TOWN COMMENTS
REVISED PER TOWN COMMENTS
REVISED PER TOWN COMMENTS
REVISED PER TOWN COMMENTS
REVISED STREET SECTION PER TOWN COMMENTS

FOR REZONING ONLY

THE CSC GROUP
602 PARK OFFICE DRIVE, SUITE 372
DURHAM, NC 27709

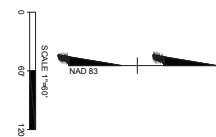
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Page 98 of 121

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SCANNED AND RETURNED

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

THE TOWN OF HARRISBURG, NORTH CAROLINA

AND

BETHESDA ASSOCIATION, LLC, AND ROCKY INVESTMENTS, LLC

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS
FILED Sep 16, 2024
AT 02:09 pm
BOOK 17099
START PAGE 0347
END PAGE 0374
INSTRUMENT # 19678
EXCISE TAX \$0.00
ABA

DEVELOPMENT AGREEMENT

This development agreement (together with the Exhibits attached hereto, (the “Agreement”) is entered into effective as of the __14th__ day of __September__, 2024 (the “Effective Date”), by and between the Town of Harrisburg, a municipal corporation of the State of North Carolina (the “Town”) and Bethesda Association, LLC, and Rocky Investments, LLC (collectively “Developer”), both of which are limited liability companies. The project (“Project”) is known as “McKinley Subdivision.” The Town and the Developer are sometimes separately referred to in this Agreement as a “party” or jointly referred to as the “parties.”

LEGAL FRAMEWORK

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

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

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

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

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

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

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

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

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

RECITALS

- A. The Developer is the fee simple owner of the real property described as Cabarrus County Property Real ID, as further depicted on **Exhibit A** and defined herein, and has the full and complete authority to enter into this Agreement.
- B. The Town is a local government entity, which is governed by its Town Council, and has full and complete authority to enter into this Agreement, which is being entered into for the public interest.
- C. The North Carolina Department of Transportation (the “NCDOT”) is the owner and maintenance provider of SR-1139 (“Lower Rocky River Road”) and SR-1134 (“Pioneer Mill Road”).
- D. The parties have determined that it is in the best interest of each to enter into this Agreement as described below.
- E. The purpose of this Agreement is to facilitate the Development (as defined herein) of the Property, of which the Developer is the fee simple owner, in a way that best realizes the benefits to the parties.
- F. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties.
- G. The Development of the Property is consistent with the Town’s Unified Development Ordinance (“UDO”) and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the Town:
 - 1. Furthering the goals of securing an appropriate use and density on the Property and implementation of the Development Plan (as defined below); and
 - 2. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- H. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
 - 1. Development rights for residential development community, consisting of sixty (60) detached single-family units.
 - 2. A sewer allocation in accordance with the Town’s “Wastewater Allocation and Commitment Policy (see Exhibit E)
- I. The general benefits to be received by the Town from the Development of the Property include, without limitation:
 - 1. Enhancement of the tax base of the Town and provision of needed single-family housing; and
 - 2. Construction by Developer of public infrastructure as described in **Paragraph 11, Section.B**; and
 - 3. Development of the Property in accordance with the Harrisburg Area Land Use Plan (“HALUP”).
- J. This Agreement would be a companion item to Conditional Rezoning Case #H-2023-03-R.

K. This Agreement was considered by the Harrisburg Town Council at its August 12, 2024 meeting, in a duly called and advertised public hearing, pursuant to NCGS 160D-1005. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the Town's website and at Town Hall.

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

TERMS

1. **The Property.** The property to be developed pursuant to this Agreement is described and depicted in the map recorded in Book 49 Page 50 of the Cabarrus County Register of Deeds Office ("Property").
2. **Definitions.** Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere in this Agreement:
 - a) "Applicable Law" means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
 - b) "Current Regulations" means all ordinances, resolutions, regulations, and comprehensive plans adopted by the Town on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
 - c) "Development" shall have the same meaning as it does in the Harrisburg Unified Development Ordinance, Chapter 148: *Word Usage*.
 - d) "Zoning Permit" or "Development Permit" means any building permit, site plan, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
 - e) "Development Plan" means a type of plan that becomes part of the zoning of a property that establishes the level of development allowed absent further zoning action except as otherwise allowed or required under this Agreement, and which is incorporated into the zoning map change approved as part of Case #H-2023-03-R, and as set forth on **Exhibit B** hereto.
 - f) "Development Schedule" means the schedule for development as shown in **Exhibit C**.
 - g) "Infrastructure" means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
 - h) "Local Government" means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.
 - i) "Parcel" means any lot of record on which Development may occur in accordance with the Development Plan.
 - j) "Project" means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.
 - k) "Property Owner" means (i) any person or entity, other than the Town, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.
3. **Relationship of the Parties.** This Agreement creates a contractual relationship between the parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant,

principal/agent, association, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. This Agreement does not impose any partnership obligation or liability upon either party. Further, this Agreement is not intended to create, nor does it create a relationship whereby the conduct of Developer constitutes “state action” for any purposes.

4. Legislative Act. Any change in the Developer Obligations established by this Agreement and as set forth in Paragraph 11, shall require the approval of Harrisburg Town Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of Town Council. Town Council adopted this Agreement only after following procedures required by Applicable Law.
5. Covenants Running with the Property. The conditions, covenants, and benefits set forth in this Agreement shall run with the Property, and every purchaser, assignee, or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be entitled to the benefits of this Agreement, as set forth in paragraph H. of the Recitals, for a duration of five (5) years in accordance with the terms of this Agreement. In addition, even after the term of this Agreement shall have expired, the zoning for the Property as described in the Development Plan shall survive and shall apply to future development of the Property, unless the Property is subsequently rezoned.
6. Applicable Regulations.
 - a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. § 160D-1001-1012 (Development Agreements), Development of the Property, including, without limitation, approval procedures and impact fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law.
 - b) Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. § 160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement.
 - c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity.
 - d) Updates to Town Ordinances. Where any Town ordinance, fee structure, resolution, or regulation adopted after of the date hereof (a “New Ordinance”), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the Town, and the Town shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.
7. Local Development Permits and Other Permits Needed. The parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Rezoning approval, Site Plan approval, plat approvals (preliminary or final), street, water, sewer, and stormwater construction drawing approval, zoning clearance permits, building permits, certificate of compliance, Town water and sewer permits, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not

relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions. It shall be the responsibility of the developer to obtain all applicable local, state and federal permits and adhere to the terms and conditions of these permits.

8. Project Development

- a) Project Development. Developer shall construct the Project substantially in accordance with the provisions of **Exhibit B** (“Development Plan”), including improvements within the public right-of-way, attached hereto and this Agreement.

- i. Significant Changes. Significant changes to the Development Plan or the Development Agreement, which is incorporated into the Development Plan as a text commitment, shall be considered in accordance with the procedures set forth in the UDO and State law.

9. Town Obligations.

- a) In accordance with the Town’s **Wastewater Allocation and Commitment Policy** (see **Exhibit D**), Developer may apply for a Wastewater Allocation Permit (“Allocation Permit”) to supply public water and sewer treatment for the Project as provided therein for an amount not to exceed 60 lots, or 22,500 gpd.

10. Other Approvals. To the extent that any county or other Local Government, state or federal approvals are required in connection with the Development of the Project, the Town shall use reasonable efforts to assist Developer in obtaining such approvals.

11. Developer Obligations.

A. Developer shall develop the property in accordance with the Development Plan and conditions of approval granted by the Town of Harrisburg on August 12, 2024, as enumerated below. For purposes of this section, “Applicant” shall mean and refer to Developer as herein defined.

1. The conditional zoning district shall be restricted to a 60-lot, single-family detached residential community as designed within the accompanied site plan. The proposed development includes the dedication of 88.77 acres to the Town as depicted in the rezoning plan. Dedication shall occur prior to the recording of the first final plat.
2. Obtain all applicable local, state, and federal permits required for development before any development activity can take place.
3. Primary cladding materials for all residential buildings are restricted to masonry or similar products (no vinyl siding).
4. No exposed concrete foundations are permissible, and appropriate cladding must extend to the ground level on all sides of the homes.
5. An 8-foot landscape easement (4 feet on each side of the property line) is required for residential lots sharing a rear property line. Easements shall be recorded with Final Plats
6. All ponds, if required, shall be wet detention ponds with fountains. Ponds shall be designed such that there is a minimum depth of ten’ over at least 25% of the permanent pool area. Said pond shall be fence with a vinyl 4-rail farm fence, preferably white.
7. The existing gravel driveway, on an existing easement that runs parallel along the proposed lots 15 through 21 and provides access to parcel 55262174560000 outside this proposed subdivision, shall be:

- a) Established as a sixty-foot-wide easement; and
 - b) Paved to Town standards; and
 - c) Prohibit parking within said easement; and
 - d) Equipped with a fire access gate with Knox box.
8. Mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
 9. The mailbox clusters shall meet minimum ADA Standards and include a cover structure.
 10. All streets should be to the Town of Harrisburg Engineering Design standards, alternate pavement schedule is not allowable. Roadways cross sections will be reviewed and approved at the construction document phase.
 11. The applicant shall have a certified professional inspect ground water wells located within 100 ft from rock blasting activities a minimum of 14 days prior to any blasting activities. The well shall be reinspected a minimum of two times over the course of rock blasting activities with the final inspection occurring within 30 days of completion of the rock blasting. Inspection report shall be documented and presented to Town Staff for review. If it is determined that rock blasting construction had a negative impact on the well, the property owner will be compensated for any loss and such negotiations will occur between the applicant and affected property owner.
 12. There will be no more than 10% of the residential units as rentals at any given time and will be restricted as such by deed restrictions.
 13. The conditions shall run with the property, and every purchaser, assignee, or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this conditional zoning ordinance.

B. The following transportation improvements are required and shall be installed and complete prior to the recordation of the first final plat:

- a) **Lower Rocky River Road & Pioneer Mill Road**
 - i. Construction of a southbound left-turn land along Lower Rocky River Road with a minimum of 100 ft of storage.
 - ii. Construction of a three-lane section along Lower Rocky River Road between Pioneer Mill Road and Site Access.
- b) **Lower Rocky River Road and Site Access**
 - i. Construction of the eastbound approach with one ingress & one egress land and an internal protected stem of 100 ft.
 - ii. Construction of a southbound right-turn lane along Lower Rocky River Road, with a minimum storage length of 100 ft.
 - iii. Construction of a northbound left-turn lane along lower Rocky River Road with a minimum storage length of 100 ft.

C. Developer will be responsible for the acquisition of all necessary right-of-way to accommodate the required road improvements noted in subsection 11.B.of this agreement. Should it be necessary, the Town will assist in the right-of-way acquisition process to the extent allowed under the NCGS.

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

12. Schedule. All work relating to the Project shall be in accordance with the specifications (zoning, details, etc.) as detailed in the applicable Project documents (site plan, preliminary plat and construction drawings, etc.) and Exhibit C, Development Schedule and Public Facilities Schedule/Scope of Work.

13. (Intentionally Omitted)

14. Maintenance and Warranty. The Developer will be bound to warranty and maintenance of the Project after completion solely prescribed within any surety bond or other Project agreement entered into with the Town or the NCDOT.

15. Default.

a) Developer Default. Per **Section 4. Procedure**, of the “Town of Harrisburg Wastewater Allocation and Commitment Policy”, Developer must initiate construction of the Project on or before 180 days following issuance of a “Preliminary Sewer Allocation Permit. Commencement of installation of water and/or sewer infrastructure shall begin within 120 days of final permit approval,” or approval shall be revoked. In cases where no utility extensions are necessary, construction permits must be obtained and building foundations constructed within 120 days of construction drawing approval or final allocation will be revoked. In the event the extension of utilities is required, construction of the Project must be initiated on or before 180 days after issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit. If the Developer fails to make continuous progress (which for purposes of this section shall be defined as proceeding with the planning and construction of the Project without major (more than 90 days) interruption) in the period following submission of construction plans for review and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit the projects sewer allocation may be revoked in the discretion of the Town as a material default under this Agreement. This requirement applies to construction for each phase of the Project for which an Allocation Permit is issued. If the Developer commits a material breach of the terms or conditions of this Agreement, Town shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Developer shall be permitted such time as reasonably necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.

b) Town Default. If the Town commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the Town setting forth with

reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Town shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Town shall be permitted such time as reasonably necessary to effect such cure so long as the Town shall use commercially reasonable efforts to diligently prosecute such cure.

16. Remedies.

- a. Town Remedies for Developer Default. In the event of a Developer material breach of this Agreement and fails to cure such breach within a 60-day period following notice Town may:
 - i) Refuse to issue certificates of compliance for the Development.
 - ii) Rescind any sewer allocation permit
 - iii) Terminate this agreement.
- b. Developer Remedies. If the Town fails to cure any material breach within a 60-day period following notice, then such breach shall be a "Town Default" hereunder, and Developer may be entitled to reimbursement of an amount of actual damages suffered by Developer from that breach, and shall not include any special, indirect, incidental, consequential or exemplary damages.

17. General Provisions.

- a. Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate five (5) years thereafter. The end of the term of this Agreement (the "Termination Date"), as may be extended from time to time by the parties or earlier terminated in accordance with the provisions of this Agreement.
- b. Amendment. As required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the parties formed this Agreement. A major modification or significant change of this agreement shall include any change not agreed to by both parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.
- c. Severability. If any word, phrase, sentence, paragraph, or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- d. Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the parties' intentions with respect to the subject matter hereof.

- e. Further Assurances. The parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties shall cooperate in defending such action.
- f. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the parties established by this Agreement shall be Cabarrus County Superior Court.
- g. Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term "Developer" as used herein, shall denote
 - (i) the named Developer herein, and (ii) any successor of Developer (which shall mean any person or entity that takes over the Project from Developer). The Developer shall record this Agreement in the Cabarrus County public records within fourteen (14) days after the execution of the Agreement by the parties. The rights and obligations contained herein shall run with the land.
- h. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not parties or successors and assigns to this Agreement.
- i. Estoppel. Each party agrees, from time to time, within thirty (30) days after request of another party, to deliver to the requesting party or such party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such party's knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.
- j. Representations and Warranties of the Developer. The Developer represents and warrants to the Town that:
 - i) It is an entity duly organized, existing, and in good standing under the laws of the State of Delaware; and
 - ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k. Force Majeure. In addition to specific provisions of this Agreement, no party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such party's reasonable control or due to interference by another party, any date or times by which the parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such party. Written notice of such alleged delay shall

be given to the other party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the parties. The parties agree that such consent to an extension of time shall not be unreasonably withheld.

- l. Construction of Agreement. Both parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a party hereto because such party drafted it or caused it to be drafted.
- m. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.
- n. E-Verify . For agreements that include construction or services, parties contracting with the Town as identified in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with a North Carolina local government entity.
- o. Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the Town:

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

With copies to:

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

To the Developer:

Steve George
steve@thescgrp.com
10030 Green Level Church Road
Suite 802, #149
Cary, NC 27519
Email: ping@thescgrp.com

With copies to:

Nicole Loeffler
Weatherspoon & Voltz
3700 Glenwood Avenue
Suite 250
Raleigh, NC 27612
Email: nicole@wvllp.com

Ping Chen
10030 Green Level Church Road
Suite 802, #149
Cary, NC 27519
Email: ping@thescgrp.com

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

[Separate Signature Page To Follow]

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

TOWN OF HARRISBURG

By: Robert Donham
Title: Town Manager

Attest: Janet Rackley
Janet Rackley, CMC
Town Clerk

[Signature]

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

8.14.24 [Signature]
Date Finance Officer

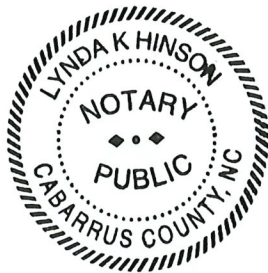
STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

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

Witness my hand and notarial seal, this 14th day of August, 2024.

[SEAL]



Notary Public

Lynda K. Hinson

My commission expires: 01/26/2027

DEVELOPER

BETHESDA ASSOCIATION, LLC

By:  Steve George, The CSC Group, Inc.
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF ~~CABARRUS~~ Wake

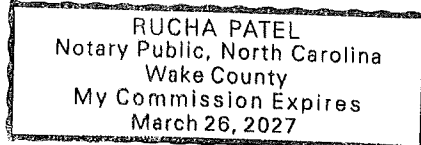
I, RUCHA PATEL, a Notary Public of the County and State aforesaid, certify that Stephan M. George personally came before me this day and acknowledged that (s)he is manager of Rocky Investment, LLC, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by.

Stephan M. George. manager

Witness my hand and notarial seal, this 4th day of September 2024.

Notary Public

[SEAL]



My commission expires: March 26, 2027

ROCKY INVESTMENTS, LLC

By: Steve George, The CSC Group, Inc
Title: Manager

STATE OF NORTH CAROLINA

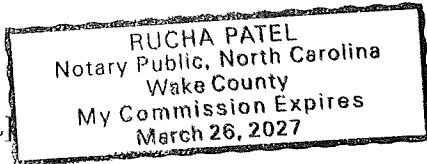
COUNTY OF ~~CABARRUS~~ Wake

I, Rucha Patel, a Notary Public of the County and State aforesaid, certify that Stephan M. George personally came before me this day and acknowledged that (s)he is manager of Rocky Investments and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by.

Stephan M. George, manager.

Witness my hand and notarial seal, this 15th day of Sept., 2024.

[SEAL]



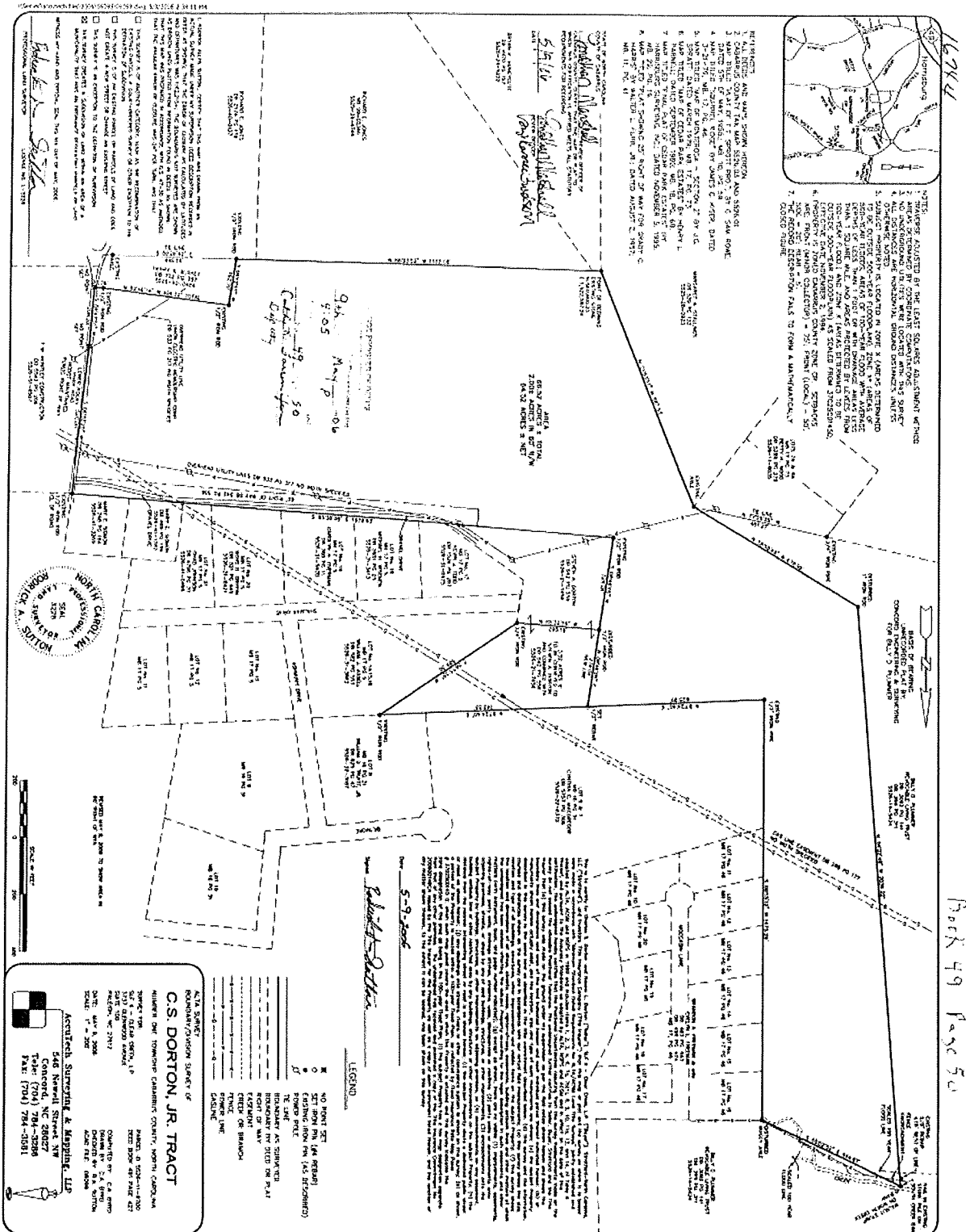
Notary Public

[Signature]

My commission expires: March 26, 2027

EXHIBIT A

Property Survey



S:\110460423-McKinley Subdivision (DRH)\DWG\Sheet\RZ60423C-REZONING PLAN.dwg | Plotted on 7/29/2024 8:38 AM | by Andrew Allison

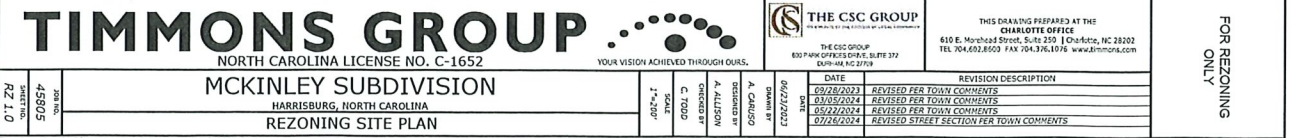


EXHIBIT C
Development Schedule and Public Facilities
Schedule/Scope of Work

1. Development of sixty (60) single-family detached homes in a residential community, including all infrastructure improvements for water, sanitary sewer, paving, and drainage, in accordance with the approved Construction documents for the McKinley Subdivision.
2. Construction of road improvements detailed in Section 11.B., with all transportation improvements to be completed prior to recording of the first final plat.
3. Comply with the requirements of the Town's Wastewater Allocation and Commitment Policy, adopted by the Town of Harrisburg on April 11, 2022, and as amended March of 2024.
4. Development Project is anticipated to be completed on or before December 31, 2026, but such construction completion timetable shall not be an obligation of Developer.

EXHIBIT D
Town of Harrisburg
Wastewater Allocation and
Commitment Policy
(See Next Page)



HarrisburgNC

The right side of opportunity

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.

145.01.07 Common Decision Criteria

- A. Generally.** In determining whether to approve, approve with conditions or modifications, or deny an application, the applicable development review bodies shall consider the basic review criteria denoted in Table 145.01.07-1, *Common Decision Criteria Applicability*. Additional review criteria may apply and are enumerated in the specific review procedures of this Section.

Table 145.01.07-1, Common Decision Criteria Applicability			
Common Decision Criteria	All Applications ¹	Legislative Applications	Quasi-Judicial Applications ¹
The request complies with the applicable standards of this UDO and the Town Code, and the applicant has provided proof of compliance with any preceding and applicable county, state, or federal requirements.	♦		
The request substantially conforms to any associated prior approval for the development, including, but not limited to: Special Use Permit, Conditional Zoning, Site Development Plan, etc.	♦		
The request promotes the purposes of this UDO as established in 144.01.02, Purposes, and in other applicable purpose statements in this UDO.	♦		
The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare	♦		
The administrative body has considered the recommendation of Staff in the public meeting or hearing.		♦	♦
The request is consistent with applicable policies of the most recently adopted HALUP, any applicable utility plans, and adopted capital improvements plans; or, if it addresses a topic that is not contained or not fully developed in the HALUP, the request does not impair the implementation of the HALUP.		♦	♦
Adequate facilities, including public or private utilities, solid waste service, roads, drainage, and other improvements are present or are planned to be provided.		♦ ²	♦ ³
The request demonstrates compatibility with surrounding conforming and permitted land uses and structures and with the essential character of the general vicinity of design, façade treatment, setbacks, building materials, and reasonably anticipated negative impacts.		♦ ²	♦
TABLE NOTES: ♦ = Basic review criteria applies ¹ Excluding Appeals of Administrative Decisions ² Excluding UDO Text Amendments ³ Excluding Variances			