



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

**October 13, 2025
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. Heartsafe Workplace Certification Award Presentation
- F. PUBLIC COMMENT - Anyone wishing to address the Town Council may do so during the Public Comment section. Please state your name and address for the record, be courteous and do not repeat what has already been said. Please keep your comments about the subject and not personal in nature.

2. CONSENT AGENDA

- A. Consider the Minutes of the September 8, 2025 Town Council Meeting
- B. Consider the Minutes of the September 8, 2025 Closed Session
- C. Consideration for the Acceptance of Two Stormwater Easements along Caldwell Road
- D. Consideration of FY2026 Budget Ordinance Amendment for a \$30,000 grant from Enbridge for SRT Equipment
- E. Consideration of contract amendment for Harrisburg Veterans Median Conversion and the related FY2026 Budget Amendments

3. COMMUNICATIONS

- A. TOWN MANAGER REPORT
- B. FINANCE REPORT
- C. ECONOMIC DEVELOPMENT REPORT

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

4. PUBLIC HEARINGS

- A. H-2025-02-ANX Pit Road S Annexation: Consider a petition to annex a 1.98-acre parcel (PIN55080333540000) into the Town of Harrisburg.
- B. H-2025-03-R Pit Road Property Map Amendment: A request to rezone a 1.98-acre parcel (PIN#55080333540000) from a Cabarrus County zoning designation to a Harrisburg zoning designation

5. OLD BUSINESS

- A. Consideration of Resolution for the Private Sale of General Obligation Transportation Bonds and Approval of Associated Financial Services

6. NEW BUSINESS

- A. Consideration of Contract for Installation of Harrisburg Gateway Sign on Rocky River Road
- B. Approval of Contract with FieldTurf USA to construct two synthetic turf athletic fields at Harrisburg Park
- C. Consideration of the FY2026 Powell Bill Street Resurfacing Contract with Ram Pavement Services, Inc.

7. ACTION ITEMS

8. CLOSED SESSION

9. ADJOURNMENT

Vision Statement

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

Mission Statement

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



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the Minutes of the September 8, 2025 Town Council Meeting

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the September 8, 2025 Town Council meeting.

Description/Background:

Draft minutes from the September 8, 2025 Town Council meeting are presented for consideration.

Recommendation:

Approval

Fiscal Impact:

None

Attachments:

1. Sept 8 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, SEPTEMBER 8, 2025
6:00 PM**

MINUTES

Mayor Jennifer Teague called the meeting to order.

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

ABSENT: Councilmember Maurice Price Jr., Ron Smith

1A.

CALL TO ORDER

Mayor Teague called the meeting to order.

1B.

AGENDA ADOPTION

MOTION:

Councilmember Thevenin made a motion to adopt the agenda as presented. Second was made by Mayor Pro-Tem Glover. **The motion passed 5-0.**

1C.

INVOCATION

Councilmember Thevenin conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

1. **Presentation of Results from the Pavement Management Study and 3-Year Implementation Plan.** Public Works Director, Jonathan Young presented information concerning pavement preservation techniques and plans for maintenance of town roads.
2. **Update on Historical Pharr Mill Project.** In 2024, McGill and Associates were hired to develop a Master Plan for the development of a new park on the Historical Pharr Mill property. They presented preliminary renderings at a community meeting in Fall of 2024, gathered information and public input, and developed an updated Master Plan for the park. Jim Ford from McGill presented the new renderings to Council.

1F.

PUBLIC COMMENT

- Jim Eskew, 8010 Wycombe Court, Harrisburg – Friends of Harrisburg Greenways – talked about supporting greenways in the Town. One of the most requested items by Town residents is connected walkways and trails. Friends of Harrisburg Greenways will be holding fundraisers and Story Walks in September. Look for more information on social media. Also looking into potential grants.
- Bret Simoneau, 8471 Plantation Way, Harrisburg – spoke in support of greenways – also member of the Friends of Harrisburg Greenways.
- Bill Leake, 7238 Sandown Court, Harrisburg – concerns about the possibility of allowing pickleball at Pharr Mill Park. I would like to keep that type of activity at our parks that already have sports.
- Ellen Ivers, 7712 Orchard Park Circle, Harrisburg – expressed support for the Rail Trail item on the agenda tonight.
- Wally Wallace, 3093 Spring Forest Road, Harrisburg – spoke concerning the engagement plan for economic development. Needs to be specific. Also, does the Town have a motto?
- Kimberly Niefer, 8483 Plantation Way, Harrisburg – here with the Friends of Harrisburg Greenways. Spoke supporting more greenways – happy to see the Town is looking at expanding greenways in the Town.
- Brett Crosby, Harrisburg YMCA – Update on the new YMCA – expect to open the new facility very soon. Date will be announced on Wednesday.
- Mira Frisch, 5308 Harvest Hill Drive, Harrisburg – spoke in support of expanding greenways in the Town. I am especially excited about the Rail Trail project on tonight's agenda.
- Jim Fairchild, 9541 Millen Drive, Harrisburg – spoke in support of expanding greenways in the Town. Moving to a new home in Harrisburg that is closer to a greenway in January.

2.

CONSENT AGENDA

- A. Consider the minutes of the August 11, 2025, Town Council Meeting
- B. Consider the minutes of the August 11, 2025, Closed Session
- C. Consideration of Purchase Contract for a 2026 Ford F-450 Crew Cab Service Body for the Water and Sewer Department
- D. Consideration of Purchase Contract for three 2026 Chevrolet Silverado 2500HD Crew Cab Service Body Trucks for the Public Works Department
- E. Consideration of H-2025-02-Anx Pit Road Property: Certify the sufficiency of the annexation petition and call for Public Hearing to Annex a property PID#5508033354000 located on Pit Road
- F. Consideration of FY2025 Budget Ordinance Amendments for End-of-Year Transfers

MOTION:

Mayor Pro-Tem Glover made a motion to approve the Consent Agenda. Second was made by Councilmember Cotell. **The motion passed 5-0.**

3A.

COMMUNICATIONS

Town Manager Report

- This Thursday evening we have a UDO webinar. Check our website and socials for that. I would encourage anyone that cares about development in Harrisburg to attend as we are updating our Unified Development Ordinance and this is your chance to have some input and say in the process.
- Comp Plan Presentation – encourage everyone to take part in that. We are going to be coming out to HOAs, meeting halls, Lions Club, lots of places to have meetings and engage the residents in this process. We will also have social media activity, survey activity, webinars, and public meetings here. We will even have pop ups at our events. Through this process, we will be able to plan our future intentionally and do it together. If you only care about one thing, that's okay. Come and talk about that one thing. We will cover public safety, development, transportation, growth, jobs, education, and many other topics. It will be a year or year and a half of just getting all the information put together and updating all our plans.
- Economic Development – we have a renewed focus on Economic Development and reducing the number of housing developments. We have been able to slow the pace of housing, but we have also increased the pace of commercial and industrial development throughout the Town. A couple of updates on that front – we are in a pre-application phase with Atrium Health at Rocky River for a three-story hospital tower out there so you will see that on our development map. We are also in discussions with Pruitt Health, also in the pre-application phase there. We also have some items upcoming for the Morehead West area (Morehead Road west to the county line). That is an area where we do not have sewer or water or roadway connection, but it is a huge opportunity for us from an Economic Development standpoint. We are continuing to look at those sewer and roadway investments. The sewer is on the agenda tonight to get the engineering plans updated so we can move into that phase. We have also approved and gotten grants for the Caldwell Road extension to add the transportation access that we need there. As part of that we have been discussing internally about what else we need in that area as far as utilities. Ultimately, we are looking at a site-readiness program that Ryan has been able to set up so that that area is ready for any big development that comes through the State EDC, and we will be ready to land a nice investment into that area. We have already seen the 10/10ths Motor Club move into that area. Hendrick's Motor Sports has also invested in this area, coming down Morehead. All their future investment is really looking at Harrisburg and the Morehead West area. We expect the rest of it to fill up with research and development type businesses. We have discussed some businesses that would provide services but would also bring tourism into Harrisburg and bring employment and diversity to the tax base of the Town. So keep your eyes on this area as we expect it to grow in the next year or so. The second largest area we have is the Rocky River corridor area, specifically Farmington, 485 interchange area. We continue to see strong interest out there so keep your eyes open and look at the development map to see when things come up there. We have seen the quality of development improve there lately and we expect that to continue as well. We also had some questions this month about that area and what is planned and what the land uses are. This is something that is easy to look up. Just get on our website and look at the Land Use Plan. It is really that simple. We do not have to have a lot of questions or speculation, just look at that Land Use Plan. As we go through our long-term comprehensive plan, the Land Use Plan will be subject to input from the residents. It has been a

long time since we have had a comprehensive look at all our land use, and we will do that as part of the comp plan.

- I want to give a shout out to Wally Wallace, who asked me while I was working on something via email today about some grants and things we were working on. I put a grant summary together, and I will not read each one of these out loud, but here are some of our significant grants:
 - Hickory Ridge Pedestrian Greenway – almost \$1.7 million in State and Federal funds
 - NC49 Congestion Access Management - \$7.4 million – adding 10' wide multi-use paths on either side to connect our communities.
 - Caldwell Road Extension
 - Roberta Road Roundabout
 - YMCA – we went and lobbied for the YMCA, and we also have local funding in that because of the two gymnasiums there that we will program. We got direct State allocation of \$8 million for the YMCA. If not for the mayor going to Raleigh and getting those funds, that money would have had to come from the residents, the YMCA, or the Town tax dollars to make that project a reality. It is a \$25 million investment going into the middle of our signature park that our entire community will be able to experience. It is not a grant directly to the Town, but one the Town got for one of our partners.
 - Sewer Plant Expansion - \$70 million plant expansion. We were a cosigner on that lobbying effort to go to Raleigh to get that. We are about 11% of that plant so our direct allocation to the Town is about \$7.7 million. If we were not successful in that, it would come from the rate payers. Water and Sewer rates would have to go up to cover that expansion.
 - NC Rail MOU – we signed in 2022-2023 and secured original commitment of \$6 million that they were dedicating to that project. That is a long-haul passenger rail to get us connected with Atlanta and Raleigh and provide that access throughout the State and provide economic development opportunities as well as transportation opportunities for our community.
- All told, all the grants that we have gotten over the last four years amounted to \$39,250,000, either directly to the Town or to our partners through our lobbying efforts. We have a local match of around \$4 million. That is almost a 90% share paid for, and what does that mean for the taxpayer? If we look over that same four-year period, that equates to about a \$0.20 tax rate increase that we have gotten in funds that are not directly allocated to property tax rates. We have a tax rate of \$0.41 and would have to increase that to \$0.61 in order to do the same things we are doing now if not for our staff's efforts in acquiring these grants. They take time to get, but the money is worth it when you are successful, and our staff getting almost \$40 million in assistance for projects is really amazing but it does take away from some of the other things they do, so I ask that you be patient with our staff as we work through these things. Devin had only been here a few weeks when I pulled him off everything else to work on a train station grant of \$9 million that is still pending. We also have turf fields at \$2.5 million, and another \$1 million that we asked for the YMCA pending, as well as several other small grants. I wanted to mention that because I think sometimes, we work on these projects and forget to look back and see how successful we have been. Before we had this real initiative to bring in grants, the amounts we had received were tens of thousands of dollars. From tens of thousands to \$40 million is blowing me away, surpassing any type of expectation we put on our staff. Great job

to our staff and to the community for supporting us with the local matching funds that we needed to get those grants.

- Friends of the Greenway really needs to be stakeholder at our comp plan. I would really suggest you guys reach out to us on how to get involved in that and make sure your voices are being heard. The comp plan will update our greenway plan, we have talked about tonight, how do we keep that small town feel and maintain our quality of life, and it is really connecting with one another. There are lots of ways to do that, one of those is greenways. They connect us physically, connecting our neighborhoods so that you can get to the park, to other neighborhoods, without getting in a car on the roads. Our events connect us, our youth sports connect us, our parks connect us, and I think if you look at tonight's agenda and the totality of what we keep putting in front of you, I think it really feeds all of these, and I didn't want to miss the opportunity to mention why we do it. We do it to maintain that small town feel even though we know we have long since left the small-town numbers, and it's difficult to do, and it's difficult to keep the tax rate down while you do it because it is not inexpensive, but we are doing it and doing it very well. It is all because of our dedicated staff. They do an excellent job, they understand their mission, and they stay on it every day. Thank you to the staff, the Council, and the residents for coming out and expressing their heartfelt desires.

3B.

COMMUNICATIONS

Finance Report

Finance Director Brian Lee presented the Finance report.

3C.

COMMUNICATIONS

Law Enforcement Report:

Lt. Helms presented the Law Enforcement report.

3D.

COMMUNICATIONS

Fire Department Report:

Chief of Planning and Data Analysis Timothy Wooten presented the Fire Department report.

3E.

COMMUNICATIONS

MAYOR'S COMMENTS

- Thank you to Jennifer and Brian from our Engineering department. They presented to the Youth Council last month. Thanks to Kacey and Nicole for setting that up for that group. They were very engaged and had a hands-on simulation. I believe it was for water run-off and how development affects that.
- We already mentioned the Fire department grant. Kudos to those folks
- Rob mentioned the UDO webinar coming up.
- We did attend the grand opening and ribbon cutting for Hot Tuna, which is our newest fine dining restaurant right here in Harrisburg Town Center. I really appreciate the investment that Jenny, JJ, and Pete have made in our community. They also own Bubbas Bunkhouse and then

they will be opening a bakery that is adjacent to Hot Tuna, so they really have invested in our community. So if you have not had a chance to visit those, please be sure to patron our local businesses.

- Last week we also attended a Cabarrus Economic Development Summit and that was at 10/10th Motor Sports on Morehead. It is a beautiful facility, and we had the opportunity to hear about our North Carolina community colleges and just how they are responding to our workforce needs. I think it is important to note that Rowan Cabarrus is actually the 8th largest and the 3rd largest short-term training provider for North Carolina. They are really providing specific skillsets for these businesses that are coming to our area.
- This coming Saturday night is our Rockin the Burg featuring Absolute Queen, and then our last Rockin the Burg will be October 11th and that is the Docksiders.
- Next Saturday is the Multi-Cultural Festival on September 20th. That is from 10am – 2pm at Harrisburg Park. That is always a great time. This is the 7th year, and we hope to see everyone out there.
- Just a reminder that the Cabarrus County Fair is going on through the 13th and that is at the Cabarrus Arena. I believe they have a rodeo addition to that this year.
- Lastly, I wanted to share some facts about development in our Town. We were so heavy for housing developments for so long and now we have shifted that focus to economic development. I wanted to put some numbers to that because I think we have seen some uptick in misinformation on social media sites. So in the years 2018 to 2021, prior to my tenure here, there were 1,682 homes approved. Many of those were approved with large public opposition. From 2022 to the present, we have approved 204 homes. We even worked with a developer on a project that was approved by the previous administration to reduce that development from 164 houses to 60 and that was on bigger lots and with an 80-acre donation back to the Town for public use. That is a reduction of over 90% in new home development in 4 years. I think that transparency and really listening to our community has and will continue to be a priority for myself and for this Council. I encourage you that if you have any questions about anything you are seeing online or about any of the projects that we have going on please reach out. We are all incredibly accessible and our Communications department has really upped their game as well. We try to put all of this out on our website, our social media sites, so please feel free to use those and share all the good facts with the community.

3F.

COMMUNICATIONS

COUNCIL COMMENTS

Mayor Pro-Tem Glover

- September is Suicide Prevention and Awareness Month. I sit on the Cabarrus County Mental Health Advisory Board and one of our biggest goals is just increasing awareness and accessibility to resources. Similar to what Chief Wooten was talking about with Community Paramedics. That is not something the Town offers, but we partner with the County to make that happen. I would love to see us partner with the County in the realm of supporting our families that have been impacted by suicide or those who are struggling with mental illness. We understand that our community has certainly been impacted by suicide in the last several months and I know we will talk a little more about that and safety around the railroad tracks later in tonight's meeting. If you remember a few months ago I was asking the community to participate in the Needs Assessment Survey that Cabarrus County was doing, and Dr. Jessica

Grant presented the top 4 needs that showed up in that survey. The first one was the Behavioral Health concern, and we are getting a behavioral health clinic in the Copperfield area. Then early childhood development, housing, and transportation. I encourage everyone to go to the Cabarrus Health Alliance website and read the survey so you can see what the needs are and the efforts that not only this board, but others are working to address.

Councilmember Faw

- I missed the grand opening of Hot Tuna, but I made it up because I have been 5 times now and I am going to keep going. It is excellent. It is one of the #1 things we get hit with is why don't we have a great restaurant in Harrisburg. Well now you have it. Come by and support those guys.

Councilmember Thevenin

- Last Friday evening I attended the Lion's Club Fish Fry. It was the first time I have been. It was great and I want to encourage the community to go out and support them. This Friday night they are having a spaghetti dinner. It is free if you bring donations of canned goods to help with their blessing box.

4A.

PUBLIC HEARING

None

5A.

OLD BUSINESS

None

6A.

NEW BUSINESS

Consideration of Supplemental Service Agreement with RK&K for Harrisburg Rail Trail Greenway Design Services. The Harrisburg Rail Trail Project consists of approximately 1 mile of greenway trail connection to Harrisburg Park along Back Creek and connecting to Caldwell Road at a trailhead parking lot. This contract is only for the design of the portion of the overall project which will connect to the park and include a grade-separated pedestrian crossing spanning the NCCR-owned railroad tracks. A future project will connect the Caldwell Road parking and trailhead to the south side of the grade separated crossing.

The Harrisburg Rail Trail project represents one section of the overall proposed Back Creek Greenway, which staff have been working on for a number of years to make a reality. The original alignment had the greenway connecting Caldwell Road to Robinson Church Road, however, easement acquisition challenges resulted in a change to the alignment and the proposal to cross the railroad tracks was made, providing an opportunity to connect the greenway to Harrisburg Park. Since this change in proposed alignment was made, staff have been able to obtain easements from all necessary properties along the updated alignment.

The overall budget for this project in the Budget Ordinance and CIP is \$2,087,000, of which \$315,000 was estimated for professional services. Proposals were requested from multiple On-Call consultants

with RK&K being the lowest. The rail crossing, whether a bridge or tunnel, contributes significantly to the increased design costs in this proposal.

After some discussion, the following action was taken:

MOTION:

Councilmember Faw made a motion to approve the proposed Supplemental Services Agreement with RK&K in an amount not to exceed \$383,674.69 for design services related to the Harrisburg Rail Trail Greenway and the related FY2026 Budget Ordinance and Project Ordinance amendments. Second was made by Mayor Pro-Tem Glover. **The motion passed 5-0.**

6B.

NEW BUSINESS

Consideration of Construction Services Contract for Back Creek Greenway Trailhead. The Back Creek Greenway Trailhead project will expand the existing parking lot located at the Burg Church with a section open for public use to access the greenway. The greenway extension will connect the existing portion of Back Creek Greenway behind the Camellia Gardens neighborhood and Hickory Ridge Middle School to Hickory Ridge Road via approximately 660' of new greenway.

After some discussion, the following action was taken:

MOTION:

Councilmember Cotell made a motion to authorize the Town Manager to finalize negotiation and execution of the proposed Construction Services Contract for the Back Creek Greenway Trailhead to Ram Pavement Services in an amount not to exceed \$379,807.67 and the related FY2026 Budget Ordinance and Project Ordinance amendments. Second was made by Councilmember Faw. **The motion passed 5-0.**

6C.

NEW BUSINESS

Consideration of a Contract with Precision Safe Sidewalks, LLC. for Sidewalk Trip Hazard Removal in Kensington Forest Subdivision. The Town of Harrisburg completed an ADA transition plan for the majority of the Town in August 2021. Since that time, the Town Council has budgeted \$100,000 in each fiscal year's budget for the completion of the areas identified in that transition plan. One of the major components of the plan was to eliminate trip hazards on the existing Town of Harrisburg sidewalk network. Town staff have been steadily working to accomplish that goal over the past few years, and this project is another example of that progress. This contract will specifically address the trip hazards between 1/2" and 2.5" throughout Kensington Forest Subdivision while identifying any areas that exceed that in GIS. These will be addressed by the Town of Harrisburg Public Works staff at a later date.

Precision Safe Sidewalks, LLC. has been working with the Town for several years on this type of project and is a sole source for this work.

After some discussion, the following action was taken:

MOTION:

Councilmember Thevenin made a motion to award a construction services contract in the amount of \$88,841 to Precision Safe Sidewalks, LLC., for the Sidewalk Trip Hazard Removal in Kensington Forest Subdivision. Second was made by Councilmember Patrick. **The motion passed 5-0.**

6D.

NEW BUSINESS

Consideration of design contract for Phase 1 of the Morehead West Sanitary Sewer and Leatherwood Pump Station Decommissioning Capital Improvement Project and related budget amendments. The need for the proposed project arose due to the Town of Harrisburg's wish to provide infrastructure for sewer service to the Morehead West Area.

Development within the area was previously detailed and documented by the Town's Morehead West Area Plan, adopted on April 11, 2017, by Nealon Planning, PLLC. The Morehead West Area is approximately 1,600 acres in size and is located in Cabarrus County, between NC-49 and US-29. The proposed development includes light industrial, retail, office, mixed-use, as well as residential areas. The existing residential neighborhood on the south-east side of the Morehead West Area is currently served by an 8-inch gravity sewer and the Leatherwood pump station, while the existing subdivision along the south side is served by an 8-inch gravity sewer and the Bentley Hills pump station.

A preliminary engineering report was provided by WK Dickson on May 30th, 2019. The preliminary engineering report provided four alternatives. The alternative selected by the Town of Harrisburg provides the ability to serve the Morehead West Area while decommissioning the Leatherwood Pump Station, resulting in a reduction in lifetime maintenance costs. The design will consist of two phases. Phase 1 includes approximately 4,680 linear feet of 12-inch gravity sewer beginning along Mallard Creek, near the existing Leatherwood pump station. The proposed 12-inch line meanders along Mallard Creek to its confluence with Rocky River and discharges into Manhole #011680 in the Water and Sewer Authority of Cabarrus County (WSACC) Rocky River Interceptor Outfall. Approximately 710 linear feet of 8-inch gravity sewer is proposed from the Leatherwood Pump Station to the proposed 12-inch gravity sewer, allowing for the abandonment of the Leatherwood Pump Station. The 12-inch portion of Phase 1 would serve as the main outfall for future development within the Morehead Area.

This project was originally bid back in 2021, but it was decided at that time not to move forward because of the high cost of construction that occurred after the pandemic. With the increased economic development interest in this area over the last year, it is evident that this infrastructure will be critical to the success of that development; therefore, staff is recommending that the project be reopened and rebid. This will require an update to the plans and implementation of some cost-saving efforts identified in the original bid. This contract will address those needs and prepare the project for a rebid in the Spring of 2026.

After some discussion, the following action was taken:

MOTION:

Councilmember Faw made a motion to award the contract to Black and Veatch Engineering in the amount of \$103,000 for the updated design of Phase 1 of the Morehead West Sanitary Sewer and Leatherwood Pump Station Decommissioning Capital Improvement Project, authorize Town staff and

the Town Attorney to finalize contract terms, and the related budget documents. Second was made by Mayor Pro-Tem Glover. **The motion passed 5-0.**

7.

ACTION ITEMS

- Comp Plan Survey

8.

CLOSED SESSION

MOTION:

Councilmember Patrick made a motion to go into Closed Session to discuss land acquisition and personnel matters. Second was made by Mayor Pro-Tem Glover. **The motion passed 5-0.**

Upon returning from Closed Session, the following action was taken:

MOTION:

Mayor Pro-Tem Glover made a motion to come out of Closed Session to return to regular business. Second was made by Councilmember Cotell. **The motion passed 5-0.**

9.

ADJOURNMENT

MOTION:

There being no further business, Mayor Pro-Tem Glover made a motion to adjourn the meeting. Second was made by Councilmember Cotell. **The motion passed 5-0.**

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the Minutes of the September 8, 2025 Closed Session

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the August 11, 2025 Closed Session.

Description/Background:

Draft minutes from the September 8, 2025, Closed Session are presented for consideration.

Recommendation:

Approval

Fiscal Impact:

None

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration for the Acceptance of Two Stormwater Easements along Caldwell Road

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to approve the acceptance of two stormwater easements on property located at 8107 and 8113 Caldwell Road.

Description/Background:

Public Works staff has a planned stormwater maintenance project along Caldwell Road that requires easements along the property line that splits 8107 and 8113 Caldwell Road. There is existing storm drainage in this area, but there was never a recorded maintenance easement established. The permanent easement on each property is approximately 15'x150' with an additional 10' of temporary construction easement to be utilized during the maintenance project. Town staff have worked with each of the property owners to obtain the easements as presented and will be moving forward with the project as soon as possible.

Recommendation:

Staff recommends acceptance of the two stormwater easements located at 8107 and 8113 Caldwell Road.

Fiscal Impact:

The easements were donated by each of the property owners, so there were no taxpayer funds expended. Town staff are obligated to maintain the existing infrastructure and any additional infrastructure installed during this project.

Attachments:

1. Executed Easement
2. Executed Easement

Mail to: Town of Harrisburg
Post Office Box 100
Harrisburg, NC 28075

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

STORMWATER EASEMENT

This EASEMENT is made and entered into this 31st day of Aug 2025, by and between MONDWELLAS BURRIS and wife, CANDICE BURRIS (collectively "GRANTOR") and the TOWN OF HARRISBURG, North Carolina, a body politic and political subdivision of the State of North Carolina, (the "TOWN").

FOR AND IN CONSIDERATION of one dollar (\$1.00) and other valuable consideration in hand paid by TOWN to GRANTOR, the receipt of which is hereby acknowledged, GRANTOR does hereby give, grant and convey to TOWN, its successors and assigns, a Stormwater Easement totaling 0.051 acres and a Temporary Construction Easement totaling 0.039 acres across the GRANTOR'S property, as described in Deed Book 17278 Page 173 in the Cabarrus County Registry. The approximate locations of these Easements are shown in an Exhibit dated June 18, 2025, drawn by the TOWN and attached as Exhibit A. These Easements permit the TOWN to go in and upon such real property of GRANTOR for the purpose of constructing and installing a stormwater conveyance system and other appurtenances necessary for that construction and installation. Upon completion of the construction, the TOWN will restore the area to the pre-construction state consistent with the stormwater conveyance system installed. Temporary construction easement will end 60 days after final inspection and acceptance of the project by TOWN representatives.

GRANTOR further grants and conveys to TOWN the right to construct, maintain and operate in, upon and through such premises the necessary public stormwater facilities, together with the right at all times of ingress, egress and regress, and the right of entry upon such premises for the purposes of inspecting such facilities, making repairs or alterations, and/or clearing obstructions that may, in the opinion of the TOWN, endanger or interfere with the proper maintenance and operation of the same.

TO HAVE AND TO HOLD the aforesaid Stormwater Easements unto the TOWN, its successors and assigns into perpetuity.

THE GRANTOR, for GRANTOR and GRANTOR'S heirs, successors and assigns, covenants with the TOWN, its successors and assigns, the GRANTOR is seized of the premises in fee simple, that such premises are free from all encumbrances, that GRANTOR has good right and lawful authority to convey the same; and that GRANTOR will warrant and defend the premises unto the TOWN, its successors and assigns, against the lawful claims of all persons.

IN WITNESS, GRANTOR has executed and sealed this document the day and year first written.

GRANTOR:

Mondwellas Burris (SEAL)

Candice Burris (SEAL)

STATE OF North Carolina

COUNTY OF Mecklenburg

I, a Notary Public of the County and State aforesaid, certify that Mondwellas Burris and Candice Burris personally appeared before me this day and acknowledged the due execution of this Easement.

Witness my hand and official stamp or seal, this 31st day of August, 2025.

Clayton Green
Notary Public
My Commission expires: 3/10/26

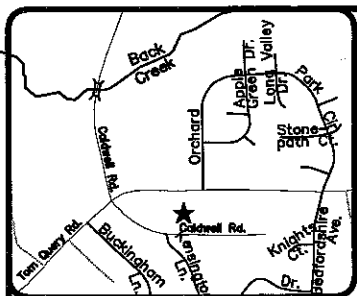


STATE OF NORTH CAROLINA
CABARRUS COUNTY

The foregoing certificate(s) of _____, a Notary Public of _____ County, is certified to be correct according to law. Filed for registration on the _____ day of _____, 2025, at _____ o'clock _____, and duly recorded in the office of the Register of Deeds of Cabarrus County, North Carolina.

Register of Deeds
Cabarrus County

By: _____

VICINITY MAP
NOT TO SCALE

LEGEND

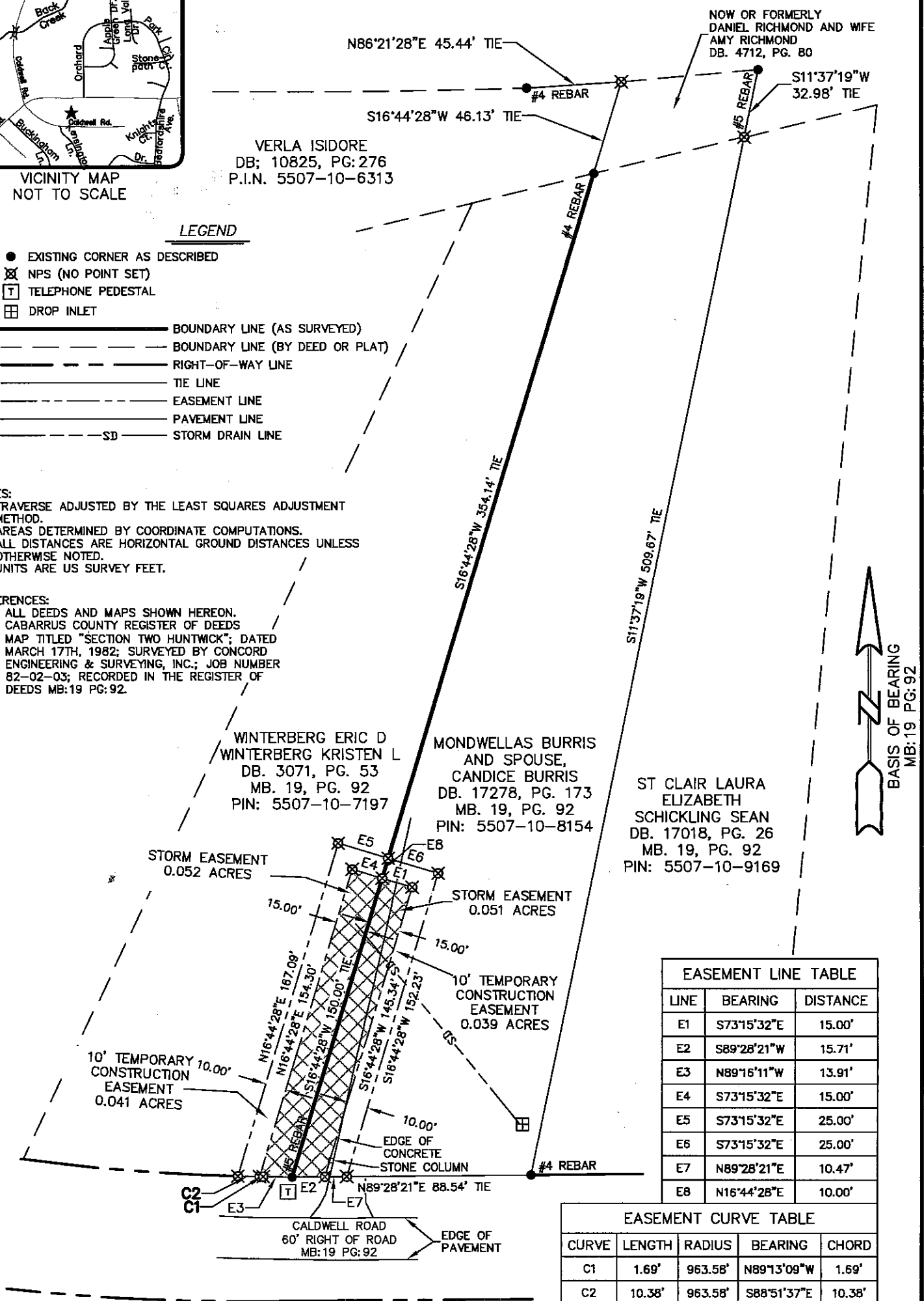
- EXISTING CORNER AS DESCRIBED
- ⊗ NPS (NO POINT SET)
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- · - · - RIGHT-OF-WAY LINE
- - - TIE LINE
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- - - PAVEMENT LINE
- · - · - SD - - - STORM DRAIN LINE

NOTES:

1. TRAVERSE ADJUSTED BY THE LEAST SQUARES ADJUSTMENT METHOD.
2. AREAS DETERMINED BY COORDINATE COMPUTATIONS.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. UNITS ARE US SURVEY FEET.

REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON.
2. CABARRUS COUNTY REGISTER OF DEEDS
3. MAP TITLED "SECTION TWO HUNTWICK"; DATED MARCH 17TH, 1982; SURVEYED BY CONCORD ENGINEERING & SURVEYING, INC.; JOB NUMBER 82-02-03; RECORDED IN THE REGISTER OF DEEDS MB:19 PG:92.



EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
E1	S73°15'32"E	15.00'
E2	S89°28'21"W	15.71'
E3	N89°16'11"W	13.91'
E4	S73°15'32"E	15.00'
E5	S73°15'32"E	25.00'
E6	S73°15'32"E	25.00'
E7	N89°28'21"E	10.47'
E8	N16°44'28"E	10.00'

EASEMENT CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	1.69'	963.58'	N89°13'09"W	1.69'
C2	10.38'	963.58'	S88°51'37"E	10.38'

PLAT CERTIFICATION

I, DAVID L. HAYWOOD, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN REFERENCES AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); AND THAT:

- ☒ D. THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
- WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 18TH DAY OF JUNE, 2025 A.D.

PROFESSIONAL LAND SURVEYOR

L-4822

EASEMENT SURVEY

8107 CALDWELL RD
& 8113 CALDWELL RD

PROPERTY OF _____

NUMBER 1 TOWNSHIP _____ CABARRUS _____, NC

ADDRESS: 8107 & 8113 CALDWELL RD, HARRISBURG, NC

LOT X, BLOCK X, 28075

PLAT RECORDED IN MB. 19, PG. 92, DEED RECORDED IN DB. 17278, PG. 173

FOR CLIENT: TOWN OF HARRISBURG

SCALE: 1 IN. = 60 FT. DATE: JUNE 18, 2025



CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-8263
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025
ACAD FILE: 250551.000.JWG

Mail to: Town of Harrisburg
Post Office Box 100
Harrisburg, NC 28075

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

PERMANENT AND TEMPORARY CONSTRUCTION STORMWATER EASEMENT

This EASEMENT is made and entered into this 6 day of September 2025, by and between ERIC D. WINTERBERG and wife, KRISTEN L. WINTERBERG (collectively "GRANTOR") and the TOWN OF HARRISBURG, North Carolina, a body politic and political subdivision of the State of North Carolina, (the "TOWN").

FOR AND IN CONSIDERATION of one dollar (\$1.00) and other valuable consideration in hand paid by TOWN to GRANTOR, the receipt of which is hereby acknowledged, GRANTOR does hereby give, grant and convey to TOWN, a Permanent Stormwater Easement totaling 0.052 acres and a Temporary Construction Easement totaling 0.041 acres across the GRANTOR'S property, as described in Deed Book 3071 Page 53 in the Cabarrus County Registry and shown on Exhibit B. The approximate locations of these Easements are shown in an Exhibit dated June 18, 2025, drawn by the TOWN and attached as Exhibit A. These Easements permit the TOWN to go in and upon such real property of GRANTOR for the purpose of constructing and installing a stormwater conveyance system and other appurtenances necessary for that construction and installation. Upon completion of the construction, the TOWN and GRANTOR will mutually agree on the restoration efforts in the construction area so that the area is returned to the pre-construction state consistent with the stormwater conveyance system installed. Temporary construction easement will end 60 days after final inspection and acceptance of the project by TOWN representatives or no later than June 30, 2026.

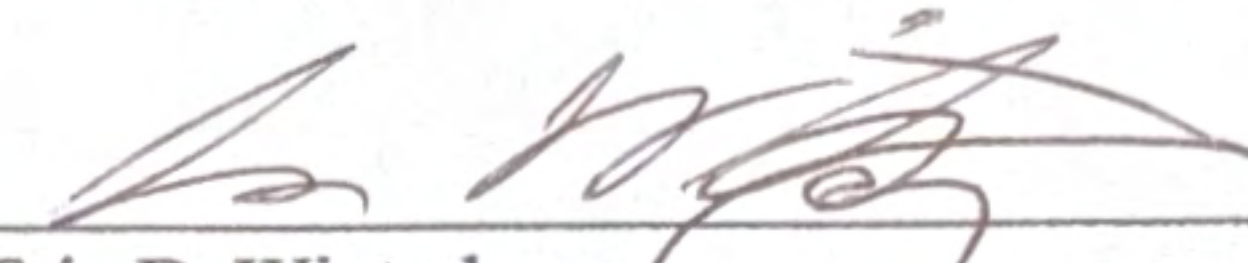
GRANTOR further grants and conveys to TOWN the right to construct, maintain and operate in, upon and through such premises the necessary public stormwater facilities, together with the right at all times of ingress, egress and regress, and the right of entry upon such premises for the purposes of inspecting such facilities, making repairs or alterations, and/or clearing obstructions that may, in the opinion of the TOWN, endanger or interfere with the proper maintenance and operation of the same.

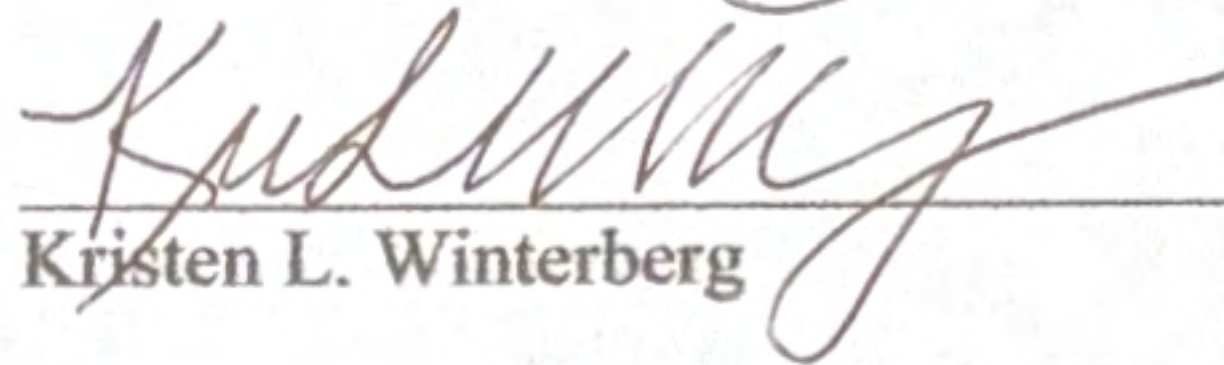
TO HAVE AND TO HOLD the aforesaid Stormwater Easements unto the TOWN, into perpetuity.

THE GRANTOR, for GRANTOR and GRANTOR'S heirs, successors and assigns, covenants with the TOWN, its successors and assigns, the GRANTOR is seized of the premises in fee simple, that such premises are free from all encumbrances, that GRANTOR has good right and lawful authority to convey the same; and that GRANTOR will warrant and defend the premises unto the TOWN, its successors and assigns, against the lawful claims of all persons.

IN WITNESS, GRANTOR has executed and sealed this document on the day and year first written.

GRANTOR:

 (SEAL)
Eric D. Winterberg

 (SEAL)
Kristen L. Winterberg

STATE OF NC

COUNTY OF Cabarrus

I, a Notary Public of the County and State aforesaid, certify that Eric D. Winterberg and Kristen L. Winterberg personally appeared before me this day and acknowledged the due execution of this Easement.

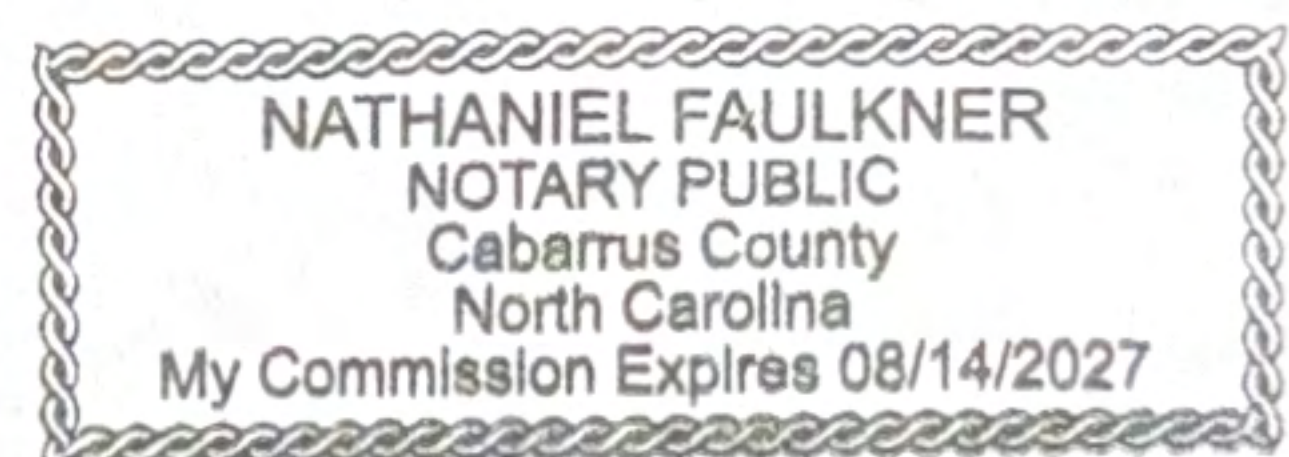
Witness my hand and official stamp or seal, this 6th day of September, 2025.



Notary Public

My Commission expires:

08/14/2027

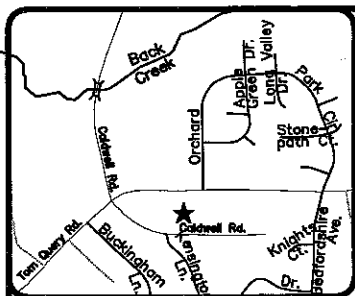


STATE OF NORTH CAROLINA
CABARRUS COUNTY

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Register of Deeds
Cabarrus County

By: _____

VICINITY MAP
NOT TO SCALE

LEGEND

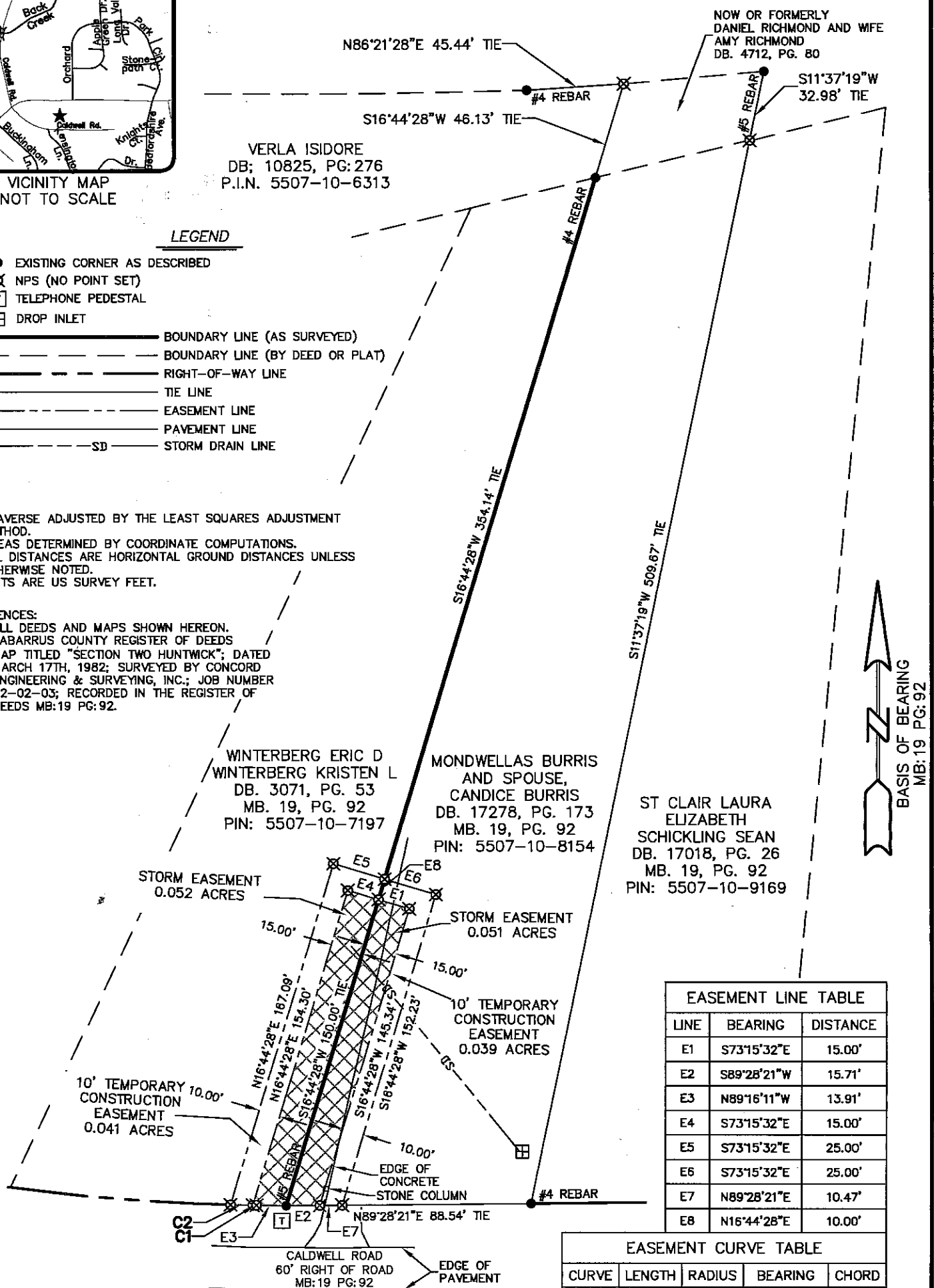
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PROFESSIONAL LAND SURVEYOR

L-4822

EASEMENT SURVEY

8107 CALDWELL RD
& 8113 CALDWELL RD

PROPERTY OF _____

NUMBER 1 TOWNSHIP _____ CABARRUS _____, NC

ADDRESS: 8107 & 8113 CALDWELL RD _____, HARRISBURG _____, NC

LOT X, BLOCK X, _____ 28075

PLAT RECORDED IN MB. 19, PG. 92, DEED RECORDED IN DB. 17278, PG. 53

FOR CLIENT: TOWN OF HARRISBURG

SCALE: 1 IN. = 60 FT. DATE: JUNE 18, 2025



CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-8263
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025
ACAD FILE: 250551.000.JWG

031695

BOOK 3071 PAGE 53

FILED

PAGE

2000 DEC 29 12:00

CABARRUS COUNTY NC 12/29/2000
\$290.00Real Estate
Excise TaxLINA A. N. GABEE
CLERK OF SUPERIOR COURT

Excise Tax -290.00-

Recording Time, Book and Page

Tax Lot No. 1-16-114.00

Parcel Identifier No.

Verified by County on the day of
by

Mail after recording to J. Richard McIntyre, Jr. @ ROD Box

This instrument was prepared by J. Richard McIntyre, Jr.

Brief description for the Index

Lot 24 HUNTWICK

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 27TH day of December, 2000, by and between

GRANTOR

GRANTEE

Nichole G. Bryant (fka Nichole
C. Gentile-Seabrook) and husband,
Cávin BryantEric D. Winterberg and wife,
Kristen L. Winterberg8107 Caldwell Rd.
Harrisburg, NC 28075

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Cabarrus County, North Carolina and more particularly described as follows: Township.

BEING all of Lot 24 of HUNTWICK as same is shown on map thereof recorded in Map Book 19 at Page 92 in the Cabarrus County Public Registry.

BOOK 3071 PAGE 54

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2269 page 129 of the Cabarrus Public Registry.

A map showing the above described property is recorded in Plat Book 19 page 92.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Restrictions and easements of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

BY: _____
President
ATTEST: _____
Secretary (Corporate Seal)

USE BLACK INK ONLY

Nichole G. Bryant
Nichole G. Bryant (fka Nichole C.
Gentile-Seabrook)
Cavin Bryant



NORTH CAROLINA, Mecklenburg County.
I, a Notary Public of the County and State aforesaid, certify that Nichole G. Bryant (fka Nichole C. Gentile-Seabrook) and Cavin Bryant, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27th day of December 2000.
My commission expires: 12/20/2003
J. Richard McIntyre, Jr. Notary Public

SEAL-STAMP

NORTH CAROLINA, County.
I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of
My commission expires: Notary Public

The foregoing Certificate(s) of J. Richard McIntyre, Jr., Notary Public, is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. 12-29-2000
LINDA F. MCAREE
REGISTER OF DEEDS
By Linda F. McAree Deputy/Assistant - Register of Deeds



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2026 Budget Ordinance Amendment for a \$30,000 grant from Enbridge for SRT Equipment

Presenting Personnel:

Bryan Dunn, Fire Chief

Suggested Motion or Action:

Motion to approve the FY2026 Budget Ordinance Amendment recognizing \$30,000 in Enbridge grant proceeds for the Swiftwater Rescue Team and authorizing the related Capital expenditure.

Description/Background:

These grant funds will be used to purchase an enclosed tent with HVAC and heating system to be used by the water team for state deployments where facilities are not available to the water team.

Recommendation:

Staff recommends approval of the budget amendment for \$30,000, appropriated for the Swiftwater Rescue Team.

Fiscal Impact:

The Town received \$30,000 in grant funds to be used by the Fire Department's Swiftwater Rescue Team. The attached FY2026 Budget Ordinance Amendment recognizes this revenue and appropriates it for a capital purchase for the benefit of the Swiftwater Rescue Team.

Attachments:

1. Amendment - GF - Swiftwater Grant 10132025



**AN ORDINANCE AMENDING THE 2025-2026 BUDGET ORDINANCE
OF THE TOWN OF HARRISBURG, NORTH CAROLINA**

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

Section 1. Amend the General Fund to account for the Enbridge grant toward a capital purchase for the Harrisburg Swiftwater Rescue Team.

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

Increase line item 100-2100-57103	\$ 30,000
Capital Outlay	
2026-2100-005	

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

Increase line item 100-43207	\$ 30,000
Grant Proceeds - Other	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 13th day of October, 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of contract amendment for Harrisburg Veterans Median Conversion and the related FY2026 Budget Amendments

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

Motion to approve and amendment to the contract from \$84,979 to \$98,557.20 for the Harrisburg Veterans Median Conversion project and the related FY2026 Budget Ordinance Amendments

Description/Background:

The original contract was awarded in June 2025 for \$84,979 and upon scheduling work to begin, NCDOT informed us that we needed an additional encroachment permit prior to starting work. Through the process for the permit, additional work was added to the scope at the direction of NCDOT. This change to the scope of work resulted in an additional amount of \$8,885. An additional 5% is being requested to provide some contingency for unexpected costs during construction, which brings the revised contract total to \$98,557.20.

Recommendation:

Staff recommend approving the budget amendments and increasing the contract amount from \$84,979 to \$98,557.20.

Fiscal Impact:

The Fiscal impact of this contract increase is \$13,578.20, which is funded with the Capital Reserve Fund - General Fund. The attached FY2026 Budget Ordinance Amendment supporting this increased contract value is rounded to \$14,000.

Attachments:

1. Harrisburg Vet Pkwy Island Change Order 22 Aug 25
2. Amendment - CRF - GF - Median Improvements 10132025
3. Amendment - GF - Median Improvements 10132025

CAROLINA SITEWORKS, INC.
Post Office Box 280
China Grove, North Carolina 28023
Telephone: 704-855-7483
Fax: 704-855-9676

August 22, 2025

To: Town of Harrisburg, NC

Project: Harrisburg Veteran's Parkway Concrete Median Improvements
Harrisburg, NC

REQUEST FOR CHANGE ORDER:

Increase depth of milling from 12 to 18 inches.
Increase fill dirt thickness from 12 to 18 inches.
Decrease curb length from 450 feet to 380 feet.

ADD TO CONTRACT AMOUNT: \$8,885.00

ORIGINAL CONTRACT AMOUNT: \$84,979.00

REVISED CONTRACT AMOUNT: \$93,864.00

TOTAL AMOUNT INCLUDING 5% CONTINGENCY: \$98,557.20

NOTE: This change order references work detailed on plan sheet SP-1 dated 7-23-25 and no other work areas or plan sheets are included.

Respectfully submitted,

Darrell Shell
Carolina Siteworks, Inc.

Accepted as Contract:

Carolina Siteworks, Inc.



AN ORDINANCE AMENDING THE 2025-2026 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

Section 1. Amend the Capital Reserve Fund - General Fund to account for the Harrisburg Veterans Median Improvements project.

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

Increase line item 200-8500-59100	\$ 14,000
Transfers Out – General Fund	

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

Increase line item 200-48599	\$ 14,000
Appropriated Fund Balance	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 13th day of October, 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2025-2026 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

Section 1. Amend the General Fund to account for the Harrisburg Veterans Median Improvement project.

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

Increase line item 100-3001-57103	\$ 14,000
Capital Outlay	
2024-3001-003	

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

Increase line item 100-49905	\$ 14,000
Transfers In – CRF – GF	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 13th day of October, 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2025-02-ANX Pit Road S Annexation: Consider a petition to annex a 1.98-acre parcel (PIN55080333540000) into the Town of Harrisburg.

Presenting Personnel:

Zachary Gordon, Planning Director

Suggested Motion or Action:

Motion to approve the annexation of a 1.98 acre property (PIN 55080333540000) located on Pit Road S as described within the draft annexation ordinance.

Description/Background:

The property owner has petitioned the Town to annex a 1.98- acre parcel into its corporate boundary pursuant to NCGS 160A-58.1. The subject property is located within an existing industrial park in Cabarrus County and situated between the City of Concord and the Town of Harrisburg. Pursuant to the annexation agreement between Concord and Harrisburg, the parcel is identified as a future Harrisburg parcel if the property owner petitioned for annexation.

Recommendation:

Approve Annexation H-2025-02-ANX Pit Road S by adopting the annexation ordinance.

Fiscal Impact:

None

Attachments:

1. H-2025-02-Anx_TC Report
2. Attachment A_Annexation Application (Signed)_Packet. pdf
3. Attachment B_Annexation Agreement Between Harrisburg and Concord_Adopted by Harrisburg 5-12-2025
4. Attachment C_Directing Town Clerk to Investigate Annexation Petitions 5-13-2024 (2)
5. Attachment D_Certificate of Sufficiency
6. Attachment E_Pit Road Resolution for Public Hearing Date
7. Attachment F_ ANNEX ORDINANCE #7033 (003)



Planning and Zoning Department

**Staff Report – Town Council
Annexation H-2025-02-(ANX)**

DATE: September 24, 2025

SUBJECT: H-2025-02-Anx- Pit Road Annexation
Request to annex a single property into the Town jurisdictional boundaries.

LOCATION No address; PIN# 55081333540000

APPLICANT: Jordan Wheeler of the McKeever Group

PROPERTY OWNER: MS Performance LLC via Max Siegel

Staff Report Prepared by: Shelley DeHart, Assistant Planning Director

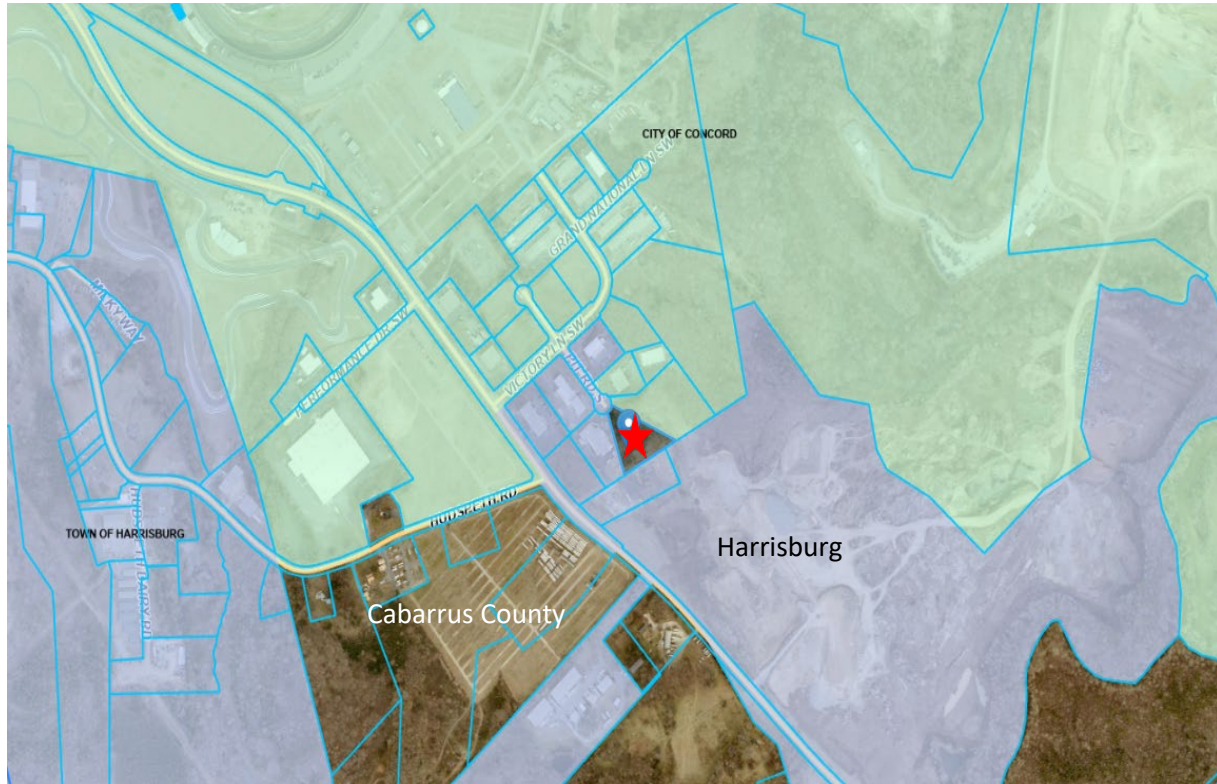
Existing Land Use: Vacant

Existing Zoning: Cabarrus County General Industrial (GI)

APPLICATION SUMMARY:

- The applicant and property owner is proposing to annex a 1.98-acre site for the purpose of accessing utilities and merging this lot with the adjacent lot to the west (5254 Pit Rd S). The associated zoning map amendment establishing a Harrisburg zoning classification is scheduled to be heard on October 13, 2025.
- Pursuant to N.C.G.S. 160A-58.1, the following actions have been taken:
 - The Town Clerk investigated the sufficiency of the annex petition as directed in the adopted resolution dated May 13, 2024 (Attachment C).
 - The Town Clerk certified the sufficiency of the petition on September 8, 2025, and presented it to the Town Council on (Attachment D).
 - The Town Council adopted a Resolution at its September 8, 2025, meeting (Attachment E) fixing the public hearing date for the requested annexation for the October 13, 2025, meeting.
 - The public hearing was advertised as required.

ANALYSIS: The subject property is undeveloped and located at the southern portion of Pit Road S, adjacent to, and east of 5254 Pit Road S. The subject lot was platted within Phase 1 of the Charlotte Motor Speedway Industrial Park in 1988. This property is currently in the unincorporated area of Cabarrus County and is zoned Cabarrus General Industrial (GI). The applicant is proposing to annex the property into the Town and establish an Employment Center (EC) zoning designation.



As noted in the map above, the subject property is in an area where three jurisdictions come together: the City of Concord, Town of Harrisburg, and the unincorporated area of Cabarrus County. This property is identified as a future parcel of the Town of Harrisburg by the adopted annexation agreement with the City of Concord (Attachment B).

The following standards have been met to support this annexation petition pursuant to NCGS 160A-58.1(b):

1. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Town of Harrisburg.
2. No point of the proposed satellite corporate limits is closer to another municipality than to the Town of Harrisburg.
3. The area described is so situated that the Town of Harrisburg will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits.
4. No subdivision, as defined in G.S. 160D-802, will be fragmented by this proposed annexation.

STAFF RECOMMENDATION:

Staff recommends the Town Council approve the annexation petition by adopting the annexation ordinance (Attachment F).



TOWN COUNCIL ACTION:

Receive the report, conduct the public hearing, and motion to approve or disapprove the annexation petition.

Attachment A – Application- H-2025-02-Anx Pit Rd S

Attachment B – Annexation agreement Map with City of Concord

Attachment C – Resolution Directing the Town Clerk to Automatically investigate petition.

Attachment D – Certificate of Sufficiency

Attachment E – Resolution Fixing the Public Hearing Date

Attachment F – Draft Annexation Ordinance for H-2025-02-Anx Pit Road S



4100 Main Street | PO Box 100 | Harrisburg, NC 28075
 t (704) 455-5614 | f (704) 455-1206
 harrisburgnc.gov

ANNEXATION APPLICATION

REQUEST FOR ANNEXATION

☒ We, the undersigned owners of real property respectfully request that the area described paragraph 2 below be annexed to the Town of Harrisburg.

PROPERTY INFORMATION

Property Location/Address: Pit Road South Concord, NC 28027

Tax Map and Parcel Number (PIN): 55080333540000

Current Zoning: GI - General Industrial

Current Land Use: Vacant

Area to be annexed is: ☒ ~~Contiguous~~ ☒ Non-Contiguous SDeHart
Assistant Planning Director

Boundaries of territory to be annexed (attach separate sheet or describe below):

See attached

CONTACT INFORMATION

Contact Person: Jordan Wheeler

Company: The McKeever Group NC Property Holdings, LLC

Address: 5115 Morehead Rd, Ste 200 City, State, Zip Concord, NC 28027

Phone Number: 435-775-2213 Email Address: jordan.wheeler@fpracingschool.com

Applicant Name (if different from above): _____

Company: _____

Address: _____ City, State, Zip _____

Phone Number: _____ Email Address: _____

Owner Name: MS Performance, LLC

Company: _____

Address: 3230 N. Meridian St., Ste 1006 City, State, Zip Indianapolis, IN 46204

Phone Number: 317.827.2970 Email Address: msiegel@maxsiegelinc.com



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 harrisburgnc.gov

SIGNATURE OF OWNER(S)

Owner name: MS Performance, LLC

Address: 320 N. Meridian St., Ste 1006 City, State, Zip Indianapolis, IN 46204

Owner Signature: *Max Siegel* Date: 8/21/25

Owner name: Max Siegel

Address: _____ City, State, Zip _____

Owner Signature: _____ Date: _____

Owner name: _____

Address: _____ City, State, Zip _____

Owner Signature: _____ Date: _____

Owner name: _____

Address: _____ City, State, Zip _____

Owner Signature: _____ Date: _____

Owner name: _____

Address: _____ City, State, Zip _____

Owner Signature: _____ Date: _____

Owner name: _____

Address: _____ City, State, Zip _____

Owner Signature: _____ Date: _____

Owner name: _____

Address: _____ City, State, Zip _____

Owner Signature: _____ Date: _____



4100 Main Street | PO Box 100 | Harrisburg, NC 28075
 t (704) 455-5614 | f (704) 455-1206
 harrisburgnc.gov

AFFIDAVIT OF COMPLETENESS AND ACCURACY

(to be completed by the individual submitting the application)

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge of 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 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 with all terms and conditions, which may be imposed as part of the approval of this application.

Applicant Name: The McKeever Group NC Property Holdings, LLC Submittal Date: 8/25/2025 | 9:16 AM MDT

Applicant Signature: *Jordan Wheeler*
 101AB2316700443...

REQUIRED ATTACHMENTS

All Annexation Application submittals must be accompanied by:

- Applicable fee(s) (see Master Fee Schedule in Appendix B of the Development Guidebook);
- Sealed survey showing area proposed for annexation in relation to the primary corporate limits of the Town of Harrisburg.

STAFF USE ONLY

Record of Process

Date Received: 8/26/2025

Application Number: H-2025-02-Anx - Pit Road Property - 160A-58.1

Is Application Complete? ☒ Yes ☐ No

Public Hearing Date(s): Request to set public hearing for October 13, 2025

Published Notice Date: October 2, 2025

Mailed Notice Date: October 2, 2025

Final Action Application Notification mailed Date: TBD

Town Staff Signature: _____

Record of Decision

Reviewed By: _____

Recommendation: ☐ Approve ☐ Deny

Final Action: ☐ Approve ☐ Deny

NORTH CAROLINA
CABARRUS COUNTY

ANNEXATION AGREEMENT BETWEEN
CITY OF CONCORD AND TOWN OF HARRISBURG

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

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter "Act") authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for ten (10) years after its effective date.
3. a) No portion of Concord's "Potential Area of Annexation" as adopted, is subject to annexation by Harrisburg, except as described below.

b) No portion of Harrisburg's "Potential Area of Annexation" as adopted, is subject to annexation by Concord, except as described below.
4. The effective date of this Agreement is _____ 2025.
5. a) At least sixty (60) days before the adoption of any annexation ordinance by a party, wherein the affected property lies within the potential area of annexation of the other party, the party which is considering annexation shall give written notice of the other affected party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the areas to be annexed in relation to: the boundaries of the area which the annexing party has agreed not to annex pursuant to this Agreement; roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

b) Either municipality, which has property within their potential area of annexation which is proposed for annexation by the other municipality, after notification from the other municipality as described in paragraph 5(a) above, may waive, in its sole and absolute discretion, their rights to annex said property. Such waiver must be made by the party's governing body.

c) Any waiver authorized by Paragraph 5(b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

d) So long as Concord does not take any action by ordinance or resolution to annex any property within Harrisburg's potential area of annexation, Harrisburg waives the notice requirements of Paragraph 5 (a). Under no circumstances may this Paragraph be construed to relieve Concord of the obligation to give notice of any proposed annexation of any portion of Cabarrus County. Harrisburg may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Concord, whichever date is later.

e) So long as Harrisburg does not take any action by ordinance or resolution to annex any property within Concord's potential area of annexation, Concord waives the notice requirements of Paragraph 5 (a). Under no circumstances may this Paragraph be construed to relieve Harrisburg of the obligation to give notice of any proposed annexation of any portion of Cabarrus County. Concord may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Harrisburg, whichever date is later.

6. The parties agree that the extension of utilities from within the corporate limits of either party to property located within the corporate limits of the other party will require the consent of the other party where the utilities are to be extended, provided that the proposed extension meets all the requirements of NCGS 160A Article 4A. The notice requirement of paragraph 5 is not applicable to this provision.

7. It shall be the responsibility of the annexing jurisdiction to provide utilities to the properties proposed for annexation. Nothing in this agreement shall prohibit either party from extending facilities across the other's boundary in order to provide services within their own annexation area.

8. The common boundary between Concord's area of consideration (generally east side of said line) and Harrisburg's area of consideration (generally west side of said line) shall be more particularly described as follows:

BEGINNING at a point, said point being the intersection of the Cabarrus County-Mecklenburg County line and the west right-of-way of Lower Rocky River Road (State Road 1136), thence along said right-of-way of Lower Rocky River Road in a north direction to a point on the north right-of-way of Rocky River Road (State Road 1139), thence along said right-of-way of Rocky River Road in an east and north direction to the intersection of the centerline of Rocky River, thence along said centerline in a west and north direction to its intersection with Coddle Creek, thence along the centerline of Coddle Creek in a north and west direction, (crossing NC Highway 49) to a point in an unnamed stream, thence along the centerline of said stream in a west direction, (passing an unnamed pond on the north), to a point on the east right-of-way of Roberta Road (SR 1304), thence along said right-of-way in a southwest direction to a point in the center of Rocky River, thence along the centerline of Rocky River in a west direction to the City of Concord's corporate limits, generally in a west direction to a point on the rear corner of P.I.N. 5508-04-7131(03), thence in a southeast direction 500 +/- feet to a point on the Town of Harrisburg corporate limit line, thence in a southwest direction 70 +/- feet to a point on the City of Concord's corporate limit, thence following said corporate limits to the intersection of Morehead Road (State Road 1300), thence along the centerline of Morehead Road in a southeast direction to the intersection of Hudspeth Road (State Road 1302), thence following the centerline of Hudspeth Road to the intersection of the Town of Harrisburg's corporate limits and the City of

Concord's corporate limits, thence along said common corporate boundary line to a point in the centerline of Hudspeth Road, thence along the centerline of Hudspeth Road in a northwest direction to a point on the north right-of-way of US Highway 29, South, thence following said right-of-way in a northeast direction to a point on the south right-of-way of Morehead Road, thence along said right-of-way in a west direction to a point on the Mecklenburg County line, thence along said County line in a southeast direction.

9. From and after the effective date of this Agreement, no party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, no party may annex all or any portion of any area in violation of the Act or this Agreement.

10. This Agreement shall not take effect until and unless it is duly approved and executed by all parties.

11. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

12. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

13. If Concord or Harrisburg lawfully extends water or sewer facilities into the other party's area of consideration, within the right-of-way of any public street which subsequently is annexed by and becomes a public street of that other party, the party that extended the utility will be permitted to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Concord or Harrisburg's area of consideration by the other party.

14. The provisions of this Agreement applicable to Concord and Harrisburg may only be amended or terminated upon the written agreement of Concord and Harrisburg, approved by the ordinance of their governing boards, and executed by the Mayors of Concord and Harrisburg and spread upon their respective minutes.

CITY OF CONCORD

Mayor

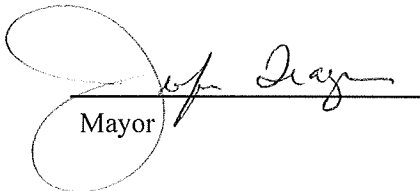
ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

TOWN OF HARRISBURG



Mayor

ATTEST:



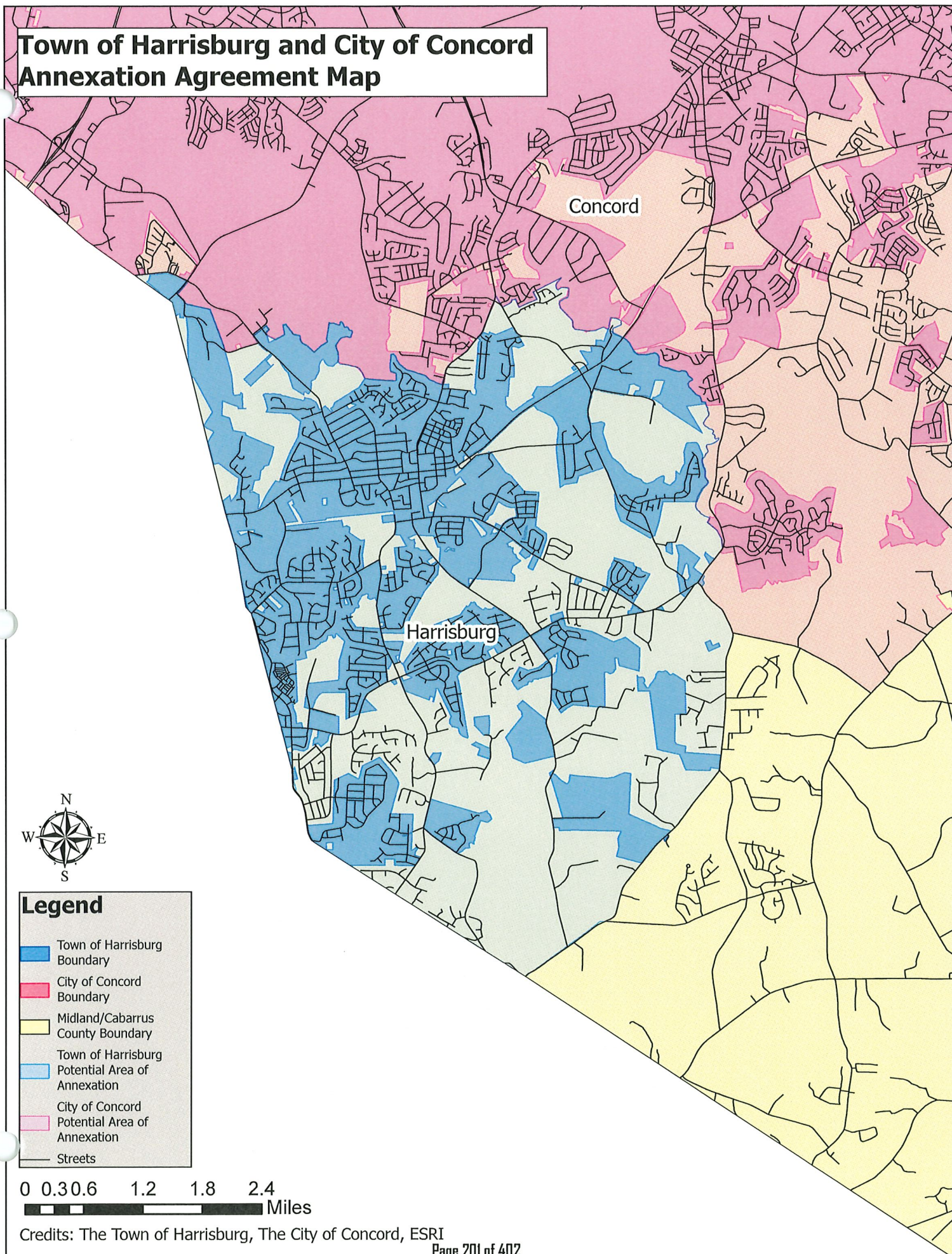
Town Clerk

APPROVED AS TO FORM:

Town Attorney



Town of Harrisburg and City of Concord Annexation Agreement Map





RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA DIRECTING THE TOWN CLERK TO INVESTIGATE ANNEXATION PETITIONS

WHEREAS, to the extent that it is required by statute for the Town Council for the Town of Harrisburg to do a resolution directing the Town Clerk to investigate any petition for annexation submitted to the Town, the Town hereby directs the Town Clerk to automatically conduct such investigation without the need for a separate resolution for each such petition; and

WHEREAS, this resolution applies to any petition for annexation of contiguous properties pursuant to N. C. Gen. Stat. § 160A-31(c) and any petition for annexation of non-contiguous properties pursuant to N. C. Gen. Stat. § 160A-58.1(d); and

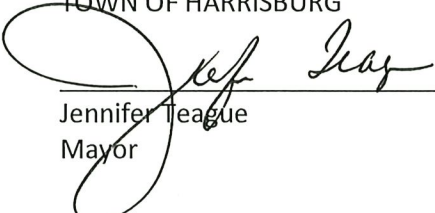
WHEREAS, pursuant to the power vested in the Town Council by the constitution and statutes of the State of North Carolina and the Town Charter, the Town Council issues the following resolution.

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, RESOLVES THAT:

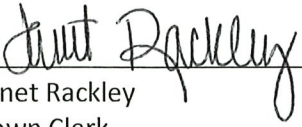
1. The Town Clerk is automatically directed by the Town Council to investigate any petition for annexation submitted to the Town, without the need for a separate resolution from the Town Council for each such petition.

ADOPTED the 13th day of May, 2024.

TOWN OF HARRISBURG


Jennifer Teague
Mayor

ATTEST:


Janet Rackley
Town Clerk





CERTIFICATE OF SUFFICIENCY

To the Town Council of the Town of Harrisburg of Harrisburg North Carolina:

I, Janet Rackley, Clerk, do hereby certify that I have investigated the petitions attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 26th day of August 2025.


Janet Rackley, Clerk





**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council has by resolution directed the Town of Harrisburg Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Harrisburg, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on October 13, 2025.

Section 2. The area proposed for annexation is described as follows:

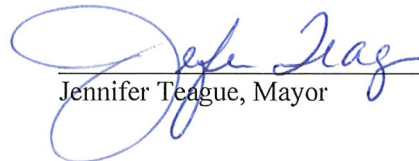
Lying and being in Number Two (2) Township, Cabarrus County, North Carolina and being all of Lot No. 5, Phase I of Charlotte Motor Speedway Industrial Park, a map of said property being recorded in Map Book 22, Page 90, Cabarrus County Registry, reference to which is made for a more completed description as to metes and bounds.

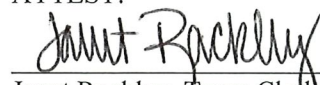
Also being described as:

BEGINNING at a 5/8" rebar set, corner for the parcel herein described, common corner for Lot 5 and Lot 6 as shown in that certain map or plat entitled, "Final Subdivision for: Phase I of Charlotte Motor Speedway Industrial Park", dated November 28, 1988, by Concord Engineering & Surveying, Inc., recorded in Plat Book 22, Page 90, Cabarrus County Registry; thence North 66° 37' 38" West 488.82 feet to a 5/8" rebar set in the right-of-way of Pit Road South; thence with the curve of the aforesaid right-of-way, a curve to the left, to a 5/8" rebar found in the aforesaid right-of-way, said curve having a radius of 60.00', an arc length of 45.00', chord length of 43.95', chord bearing of South 26° 46' 51" West, and Delta Angle of 42° 58' 09"; thence, leaving the aforesaid right-of-way, South 19° 39' 05" East 390.73 feet to a 5/8" rebar found; thence North 57° 31' 07 East 373.95 feet to the POINT AND PLACE OF BEGINNING, containing 1.9841 acres, more or less, all according to that certain map or survey entitled, "ALTA/NSPS Land Title Survey, Concord Site", by Timothy R. Durr, Professional Land Surveyor, dated August 7, 2025, revised August 7, 2025.



Section 3. Notice of the public hearing shall be published in the Independent Tribune, a newspaper having general circulation in the Town of Harrisburg, at least ten (10) days prior to the date of the public hearing.


Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



ORDINANCE #7033

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
TOWN OF HARRISBURG, NORTH CAROLINA**

WHEREAS, the Town of Harrisburg has been petitioned under G.S. 160A-58.1 to annex the area described below; and

WHEREAS, the Town of Harrisburg has by resolution directed the Town of Harrisburg Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town of Harrisburg Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Harrisburg Town Hall, 4100 Main Street, Suite 101, Harrisburg, N.C. on October 13, 2025, after due notice by Independent Tribune; and

WHEREAS, the Town of Harrisburg finds that the area described therein meets the standards of G.S. 160A-58,1(b), to wit:

- 1 The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Town of Harrisburg;
- 2 No point of the proposed satellite corporate limits is closer to another municipality than to the Town of Harrisburg;
- 3 The area described is so situated that the Town of Harrisburg will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- 4 No subdivision, as defined in G.S. 160D-802, will be fragmented by this proposed annexation; and

WHEREAS, the Town Council further finds that the petition has been signed by all owners of the real property in the area who are required by law to sign; and

WHEREAS, the Town Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town of Harrisburg and of the area proposed for annexation will best served by annexing the area described;

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

Section 1. By virtue of the authority granted by G.S. 160A-58.1, the following described non-contiguous territory is hereby annexed and made part of the Town of Harrisburg:

Lying and being in Number Two (2) Township, Cabarrus County, North Carolina and being all of Lot No. 5, Phase I of Charlotte Motor Speedway Industrial Park, a map of said property being recorded in Map Book 22, Page 90, Cabarrus County Registry, reference to which is made for a more completed description as to metes and bounds.

Also being described as:

BEGINNING at a 5/8" rebar set, corner for the parcel herein described, common corner for Lot 5 and Lot 6 as shown in that certain map or plat entitled, "Final Subdivision for: Phase I of Charlotte Motor Speedway Industrial Park", dated November 28, 1988, by Concord Engineering & Surveying, Inc., recorded in Plat Book 22, Page 90, Cabarrus County Registry; thence North 66° 37' 38" West 488.82 feet to a 5/8" rebar set in the right-of-way of Pit Road South; thence with the curve of the aforesaid right-of-way, a curve to the left, to a 5/8" rebar found in the aforesaid right-of-way, said curve having a radius of 60.00', an arc length of 45.00', chord length of 43.95', chord bearing of South 26° 46' 51" West, and Delta Angle of 42° 58' 09"; thence, leaving the aforesaid right-of-way, South 19° 39' 05" East 390.73 feet to a 5/8" rebar found; thence North 57° 31' 07" East 373.95 feet to the POINT AND PLACE OF BEGINNING, containing 1.9841 acres, more or less, all according to that certain map or survey entitled, "ALTA/NSPS Land Title Survey, Concord Site", by Timothy R. Durr, Professional Land Surveyor, dated August 7, 2025, revised August 7, 2025.

Map recorded at Cabarrus County Register of Deeds, Book _____ Page _____

Section 2. Upon and after October 13, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in forced in the Town of Harrisburg and shall be entitled to the same privileges and benefits as other parts of the Town of Harrisburg. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

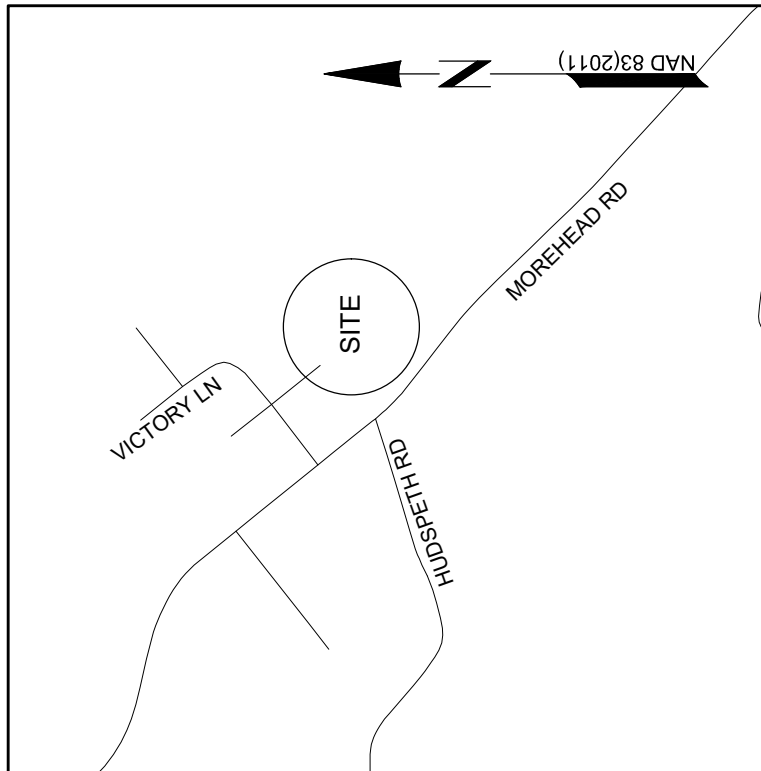
Section 3. The Mayor of the Town of Harrisburg shall cause to be recorded in the office of the Register of Deeds of Cabarrus County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of the ordinance. Such a map shall also be delivered to the Cabarrus County Board of Election, as required by G.S. 163-288.1.

Adopted this 13th day of October, 2025

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

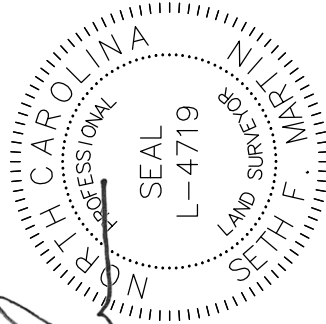


SURVEYOR CERTIFICATION:

I, Seth F Martin, hereby certify that this plat is an annexation plat and is therefore exempt from the requirements of N.C.G.S. 47-30 pursuant to N.C.G.S. 47-30(j).

Witness my original signature, registration number, and seal this 29th day of September, 2025.

Seth F Martin, NC PLS L-4719



ANNEXATION CERTIFICATION:

This plat represents one area being annexed to the Town of Harrisburg, North Carolina pursuant to NCGS 160A-58.1. By ordinance duly adopted (Annexation Ordinance #7033)

This ___ day of ___, 2025.

Mayor, Town of Harrisburg

Attest _____
Town Clerk

OWNER CERTIFICATION:

hereby certify that I am the owner of the property shown and described hereon and that I hereby adopt this with my free consent.

Owner

30

REVIEW OFFICER CERTIFICATION:

_____, Review Officer of Cabarrus County, certify that the map or plat to which this certificate is affixed meets all statutory requirements for recording.

Review

Review Officer
Cabarrus County, North Carolina

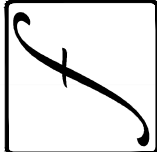
Date _____

ANNEXATION MAP of

LOT 5 CMS INDUSTRIAL PARK

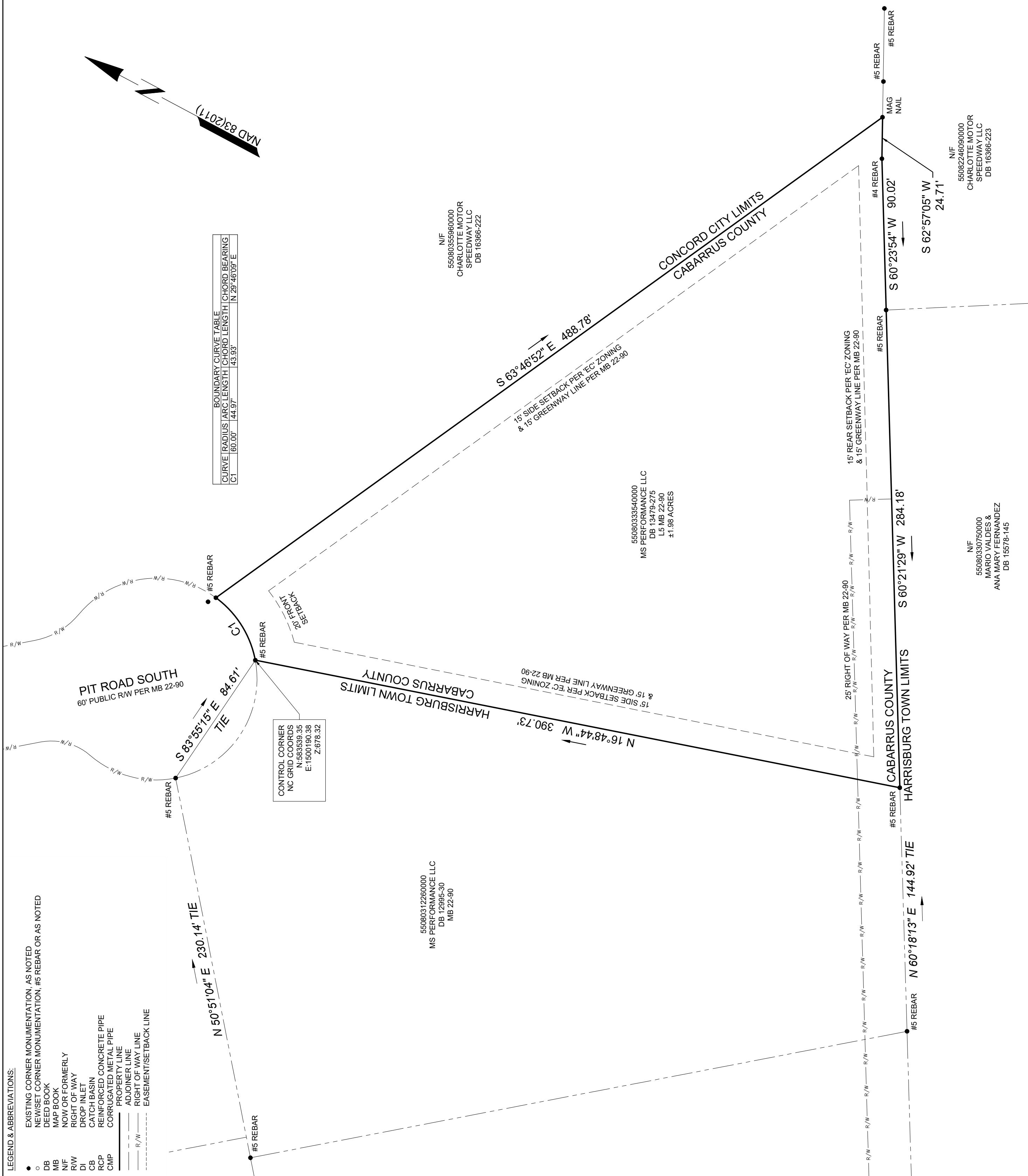
TOWN OF HARRISBURG ETJ,
CABARRUS COUNTY,

OWNER: MS PERFORMANCE LLC
BY



933 LOUISE AVE. #101, CHARLOTTE, NC 28204
PH: 704.400.7268 | WEB: WWW.FORRESTGEO.COM | IC: P-2932

PH: 704.400.7268 | WEB: WWW.FORRESTGEO.COM | LIC: P-2932



BOUNDARY CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	60.00'	44.97'	43.93'	N 29° 46'09" E

N/F
55080355960000
CHARLOTTE MOTOR
SPEEDWAY LLC
DB 16366-222

55080333540000
MS PERFORMANCE LLC
DB 13479-275
L5 MB 22-90
±1.98 ACRES

N/F
55080330750000
MARIO VALDES &
ANA MARY FERNANDEZ
DB 15578-145

N/F
55082246090000
CHARLOTTE MOTOR
SPEEDWAY LLC
DB 16366-223

CONTROL CORNER
NC GRID COORDS
N:583539.35
E:1500190.38
Z:678.32

55080312260000
MS PERFORMANCE LLC
DB 12995-30
MB 22-90

GENERAL NOTES:

1. Class of Survey: A
2. Positional Accuracy: N:0.03' E:0.03'
3. Type of GPS Field Procedure: RTK Network
4. Datum of Survey: NAD83(2011)
5. Units: US Survey Foot
6. Geoid Height: 10.00
7. Combined Grid Factor: 0.999851457
8. All distances shown are horizontal (ground) measurements unless otherwise noted.
9. No recoverable Geoidetic monument found within 2000' of subject property.



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2025-03-R Pit Road Property Map Amendment: A request to rezone a 1.98-acre parcel (PIN#55080333540000) from a Cabarrus County zoning designation to a Harrisburg zoning designation

Presenting Personnel:

Zachary Gordon, Planning Director

Suggested Motion or Action:

If approved:

- Motion to approve H-2025-03-R Pit Road S Map Amendment request rezoning the property (PIN#55080333540000) to Employment Center (EC); and make the required findings as presented.

CONSISTENCY STATEMENT

Motion to approve the following Consistency Statement for H-2025-03: Pit Road S. Zoning Map Amendment. The Town Council finds this map amendment is consistent with applicable Common Decision Criteria found within Section 145.01.07 and Specific Review Criteria within Section 145.03.03 of the UDO and the following findings:

- **The proposed project (H-2025-03-R) is a reasonable request and is in the best interest of the public because of its location within an existing industrial park, similar to surrounding land uses, and is consistent with the HALUP Goal - ED-1 that promotes maximizing potential industrial development opportunities within targeted areas along NC 49 and closer to Charlotte Motor Speedway (CMS); and**
- **Although inconsistent with the future land use designation of the HALUP (Private Recreation), it is compliant with other goals of the HALUP in the areas of “Fostering Economic Development” and “Encouraging a Mixture of Land Uses.”**

Description/Background:

The owner of the subject property, and applicant, are requesting to rezone the 1.98-acre parcel located on Pit Road S (PIN 55080333540000), from a Cabarrus County General Industrial (GI) zoning designation, to a Harrisburg Employment Center (EC) zoning designation. This is a conventional zoning request, not a conditional zoning request. This zoning map amendment request is associated with the annexation petition H-2025-02-Anx- Pit Road S, scheduled to be considered this evening in a public hearing. Pursuant to 160D-202(g), the Town is establishing its zoning designation on a newly annexed property. This case will not be considered if the annexation petition is denied by the Town Council.

Recommendation:

Staff and the Planning & Zoning Board are recommending the Town Council approve the request as follows:

- Motion to approve H-2025-03-R Pit Road S Map Amendment request rezoning the property (PIN#55080333540000) to Employment Center (EC); and
- Motion to approve the following Consistency Statement for H-2025-03: Pit Road S. Zoning Map Amendment. The Town Council finds this map amendment is consistent with applicable Common Decision Criteria found within Section 145.01.07 and Specific Review Criteria within Section 145.03.03 of the UDO and the following findings:

- The proposed project (H-2025-03-R) is a reasonable request and is in the best interest of the public because of its location within an existing industrial park, surrounding land uses, and is consistent with HALUP Goal - ED-1 that promotes maximizing potential industrial development opportunities within targeted areas along NC 49 and closer to Charlotte Motor Speedway (CMS); and
- Although inconsistent with the future land use designation of the HALUP (Private Recreation), it is compliant with other goals of the HALUP in the areas of “Fostering Economic Development” and “Encouraging a Mixture of Land Uses.”

Fiscal Impact:

None

Attachments:

1. H-2025-03-R-Pit Rd_TC Report
2. Attachment A_Application-H-2025-03-R Pit Rd S, Property (Signed)
3. Attachment B_Plat Book 22, Page 90 Cabarrus County
4. Attachment C_H-2025-03-R_Draft Ordinance



Planning and Zoning Department

Staff Report – Town Council Rezoning H-2025-03-R

DATE: September 24, 2025

SUBJECT: H-2025-03-R-Pit Road Property Map Amendment
Request to rezone 1.98-acres from Cabarrus County GI to Harrisburg EC (Employment Center District) associated with an annexation petition.

LOCATION No current address- Pit Road S (PIN# 5508-03-3354)

APPLICANT: Jordan Wheeler of the McKeever Group NC Property Holdings, LLC

PROPERTY OWNER: MS Performance LLC via Max Siegel

Staff Report Prepared by: Shelley DeHart, Assistant Planning Director

Neighborhood Meeting: N/A

Existing Land Use: Vacant

Existing Zoning: General Industrial – Cabarrus County

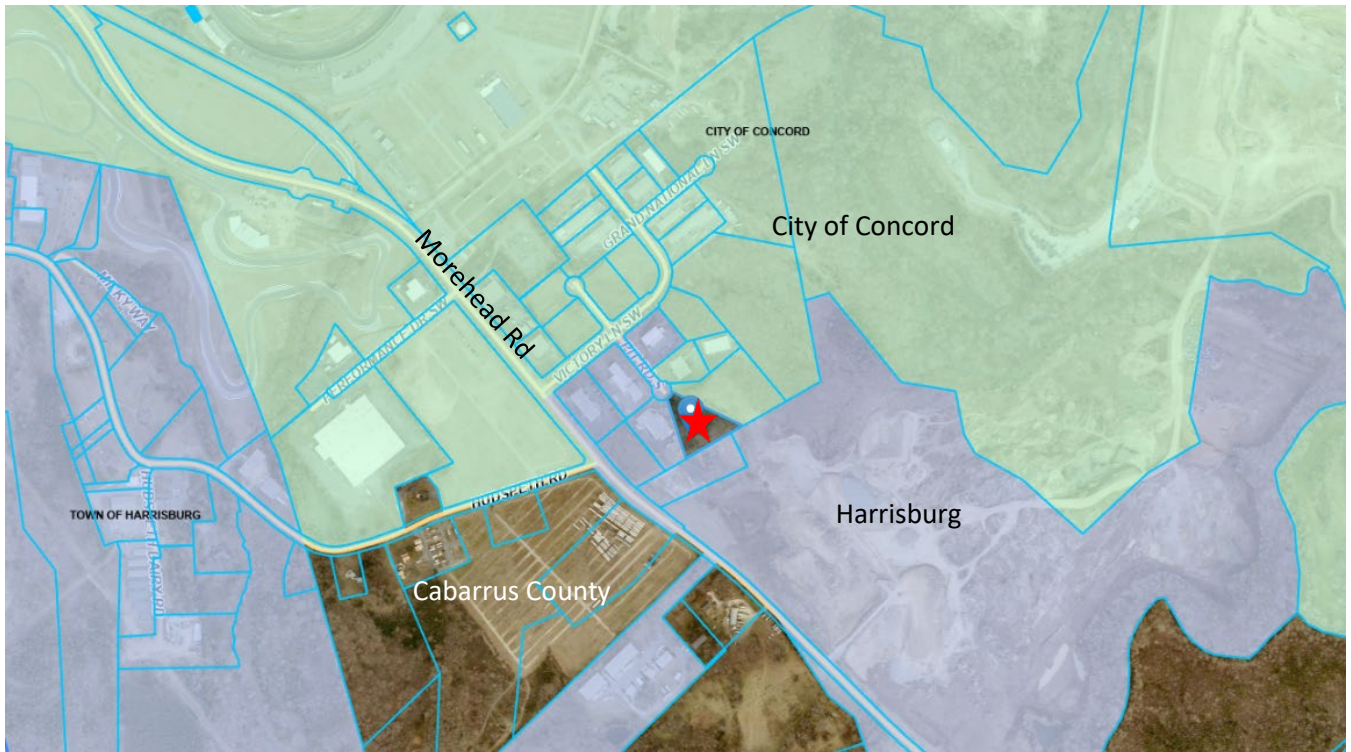
Proposed Zoning: Employment Center – Harrisburg

Zoning within 500 feet: North - Employment Center (EC) Harrisburg; and
General Industrial (I-2) City of Concord
South - Employment Center (EC), Harrisburg
East - Public Interest Development (PID), City of Concord
West - Employment Center (EC), Harrisburg

Land Uses within 500 feet: North - Industrial, Harrisburg, Concord.
South - Industrial, Harrisburg
East - Industrial, Concord
West - Industrial Harrisburg

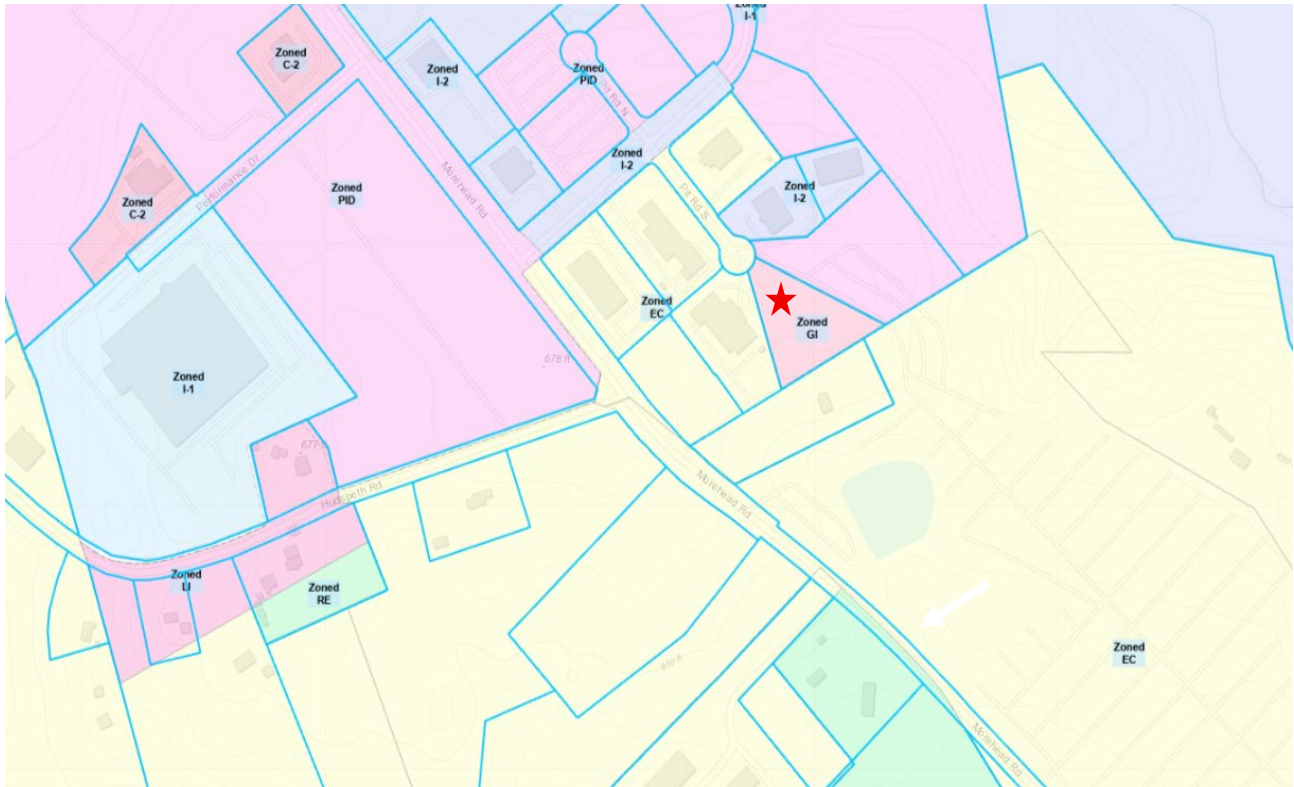
APPLICATION SUMMARY:

- The subject parcel is located in an area where three jurisdictions come together: the City of Concord, Town of Harrisburg, and the unincorporated area of Cabarrus County. This property is identified as a future parcel of the Town of Harrisburg per the adopted annexation agreement with the City of Concord.
- The applicant is proposing to annex and rezone a 1.98-acre site for the purpose of accessing utilities and merging this lot with the adjacent lot to the west (5254 Pit Rd S). The annexation petition (H-2025-02-Anx) is scheduled for public hearing on October 13, 2025.
- The proposed zoning petition request is to establish a conventional “Employment Center” (EC) zoning classification. This classification provides for areas of light industrial, office, and multi-tenant flex space.
- The EC zoning classification **is not consistent** with the “Future Land Use Map” of the Harrisburg Area Land Use Plan (HALUP) - which designates this property as “Private Recreation”; however, the petition is supported by staff, as this designation is no longer consistent with the Town’s current economic development program or the “Employment Center (EC) zoning for the property adjacent to this site.
- The Planning & Zoning Board considered this item in a public meeting (9/16/25) and unanimously approved a motion recommending the Town Council approve the zoning map amendment establishing Employment Center Zoning on the subject property.



ANALYSIS: The subject property is undeveloped and located at the southern portion of Pit Road S, adjacent to, and east of 5254 Pit Road S. The subject lot was platted within Phase 1 of the Charlotte Motor Speedway Industrial Park in 1988. This property is currently in the unincorporated area of Cabarrus County and is zoned Cabarrus General Industrial (GI). The applicant is proposing to annex the property into the Town and establish an Employment Center (EC) zoning designation.

Surrounding Zoning Classifications: The zoning map below displays the existing zoning classifications within the project area.



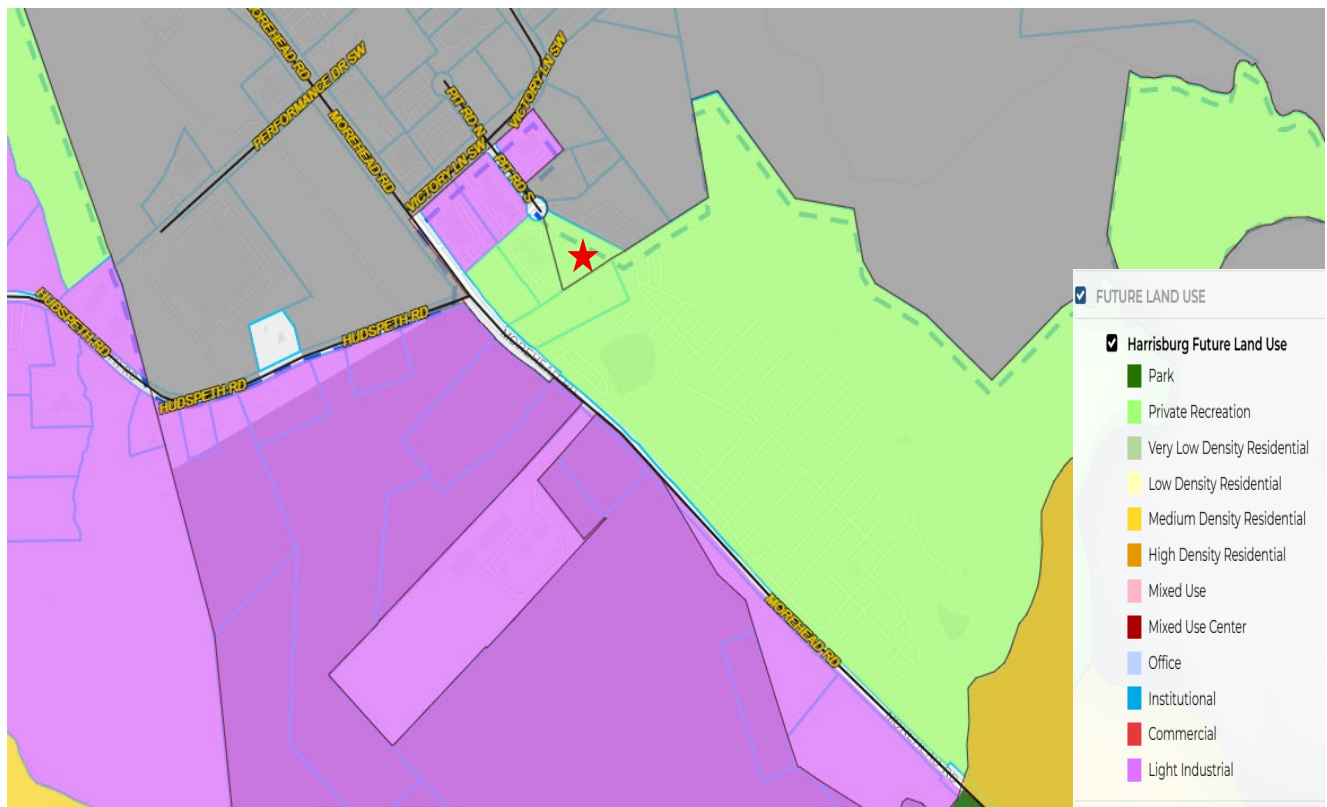
Proposed Zoning Classification: The EC zoning classification provides opportunity for light industrial, office, and multi-tenant flex space. The EC zoning areas are targeted away from residential uses and directly accessed or within close proximity to a major or minor thoroughfare. A conventional zoning is proposed, meaning that development of the parcel would comply with all Town development regulations including allowed uses. A complete list of permissible uses within the EC zoning district can be found within [Table 140.02.02-2 of the UDO](#). Dimensional standards are provided below.

Development Standard	MU		CC	O-I	NC	GC	CD	EC
	TND	TOD						
Development Area (min. acres)			--	--	--	--	20 ¹	--
Lot Width (min. ft.)			--	--	50	50	100	50
Height (max. ft.)			72	35	50	48	72	72
Impervious Surface (max. %)			100	70	65	80	80	90
Building Setbacks (ft.)	front (min. / max.)	Refer to Subsec. 140.03.01	-- / 10	10 / --	10 / --	10 / --	20 / --	20 / --
	rear ²		--	8	8	8	8	15
	interior side ²		--	8	8	8	8	15
	street side		--	10	10	10	30	30
	adjacent to residential district		--	15	15	15	25	25
Notes:								
1. Parcels which are less than 20 acres but are at least one acre shall require a Special Use Permit. Any such property less than 20 acres shall have been a lot of record at the time on or before [insert adoption date of previous UDO]. In reviewing such requests, the Planning and Zoning Board shall consider the project's relationship to adjacent CD- zoned properties, developed or undeveloped.								
2. Required buffer yards in Subsection 141.04.03, Buffer Yard Landscaping, may require increased rear or interior side setbacks.								
3. Applies to permitted multi-family and single-family attached dwellings.								

Harrisburg Area Land Use Plan (HALAP): According to the UDO, the EC zoning classification should align with the future land use category of Light Industrial found in the Harrisburg Area Land Use Plan (HALUP). The HALUP map provided below places the subject property within the Private Recreation land use classification. This area is intended to allow for indoor and outdoor recreation facilities, family-oriented entertainment, and special-use outdoor venues (for example).

The EC zoning classification is **inconsistent** with the future land use classification of “Private Recreation” within the HALUP, because it would allow light industrial, office, and multi-tenant flex space. Although inconsistent with the HALUP, staff supports the zoning classification of EC because:

1. The subject property is part of a planned industrial park (Charlotte Motor Speedway Industrial Park), where a majority of the lots are developed and in use. Existing uses are light industrial in nature supporting the motor speedway activities in the area.
2. The allowed uses within the EC are appropriate for this location avoiding residential areas and environmentally sensitive areas such as floodplains, streams, etc.



SPECIFIC REVIEW CRITERIA: Pursuant to the UDO, a zoning map amendment petition shall meet the requirements of Section 145.03.02 (B) and the common decision criteria found in Section 145.01.07.

This petition meets the common decision criteria (145.01.07) found in the UDO as follows:

1. The request is a rezone petition and is being processed in compliance with the UDO and state requirements. Development of the site will be required to comply with all local, state, or federal regulations.
2. The request to establish a Harrisburg zoning associated with an annexation and therefore not required to comply with any previous approval of Harrisburg.
3. The project is a request to establish Harrisburg zoning associated with an annexation. If approved, any future development on this property will be required to comply with and promote the purpose of the UDO pertaining to public health and safety, quality of life, and the Comprehensive Plan.
4. The proposed annexation and zoning map amendment establishing an Employment Center (EC) zoning designation, will provide the opportunity for the development of this property under the Town of Harrisburg regulations found within the UDO that focuses on the public health, safety, and welfare, and adequate public facilities are planned to serve.
5. This application follows the public hearing process as provided within the UDO that includes the Public Meeting at the Planning Board, and a future public hearing at the Town Council.
6. The proposed zoning map amendment is not consistent with the future land use, however, based on the subject property's location, it does support other goals of the HALUP such as economic development, diversity of land uses, and will not impair the implementation of the HALUP or other adopted plans such as the Harrisburg Transportation Plan.
7. Adequate facilities, such as roadways, drainage, and utilities are present and/or planned to serve.
8. The zoning map amendment demonstrates compatibility with the character, permitted uses and building types of the surrounding neighborhood.

Criteria in Section 145.03.02 (B):

1. Whether:
 - a. The proposed rezoning is compatible with the surrounding area, **or** the adopted [Harrisburg Area Land Use Plan](#) (HALUP).
The proposed rezoning is compatible with the surrounding area and not with the adopted HALUP that identifies the future land use as "private recreation."
 - b. There will be adverse effects on the capacity or safety of the portion of street network influenced by the Zoning Map Amendment.
The subject property is located within a developed industrial park with a supporting roadway network.
 - c. Parking problems; or
Development of the site will require compliance with on-site parking regulations.
2. Environmental impacts that the new use will generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances.

Development of this site will require compliance with town regulations which include storm water, air or noise pollution, lighting requirements, and/or potential impacts to floodplains, etc.

3. Any change of character in the area due to installation of public facilities other Zoning Map Amendments, new growth trends, deterioration, and development.

The establishment of the EC zoning is not anticipated to change the character of the area because the lot is located within an existing planned industrial park that is primarily built-out, similar to light industrial type uses, with existing utilities within the area.

4. The zoning districts and existing land uses of the surrounding properties.
The existing zoning designations and land uses are consistent with the proposed Employment Center Designation.

5. Whether the subject property is suitable for the uses to which it has been restricted under the existing zoning district.

The subject property is suitable for allowed uses found within the EC zoning designation and consistent with the existing Cabarrus County General Industrial zoning classification and City of Concord's zoning classification and uses in the area.

6. Whether subject property has sufficient dimensions to accommodate reasonable development that complies with the requirements of this UDO, including parking and buffering requirements.

The subject property is sufficient in size to meet and exceed minimum development regulations in the area of setbacks, parking, landscaping, and buffers as required by the Harrisburg UDO.

7. Whether the Zoning Map Amendment is compatible with the adjacent neighborhood, especially residential neighborhood stability, and character;

This map amendment is compatible with adjacent neighborhood and land uses because it is located within a planned industrial park with similar surrounding zoning classifications and uses.

8. The length of time the subject property has remained vacant as zoned.

The subject property was platted within Phase 1 of the Charlotte Motor Speedway Industrial Park in 1988 and zoned Cabarrus County General Industrial.

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

The subject property is currently zoned for light industrial/multi-tenant flex space, and it is proposed to be zoned Employment Center (EC) that accommodates the same type of uses.

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

The existing zoning is consistent with the planned industrial park.

STAFF RECOMMENDATION:

Staff is of the opinion the zoning map amendment is a reasonable request in the public interest and recommends approval of the proposed map amendment H-2025-03-R, rezoning 1.98-acre property from Cabarrus County zoning – General Industrial (GI) to a Harrisburg Employment Center (EC) zoning designation. This recommendation is made subject to annexation of the proposed development area by the Town Council. If approved by the Town Council, the HALUP would be automatically updated to reflect the future land use classification of Industrial.

PLANNING AND ZONING BOARD MEETING

The Board received this request at its September public meeting. After receiving the report, public comments, and deliberations, the Board approved the following motions:

- To recommend to the Town Council to approve the zoning map amendment (H-2025-03-R) establishing EC zoning on the subject property; and
- Make the required finding that the map amendment is a reasonable request and in the best interest of the public; and
- Although inconsistent with the future land use designation of the HALUP; it is compliant with other goals of the HALUP in the areas “Fostering Economic Development” and “Encouraging a Mixture of Land Uses.”
 - ED-1 Goal specifically identifies the goal to maximize potential industrial development opportunities within targeted areas along NC 49 and closer to Charlotte Motor Speedway (CMS).

TOWN COUNCIL ACTION REQUESTED

Conduct the public hearing, receive public comment, receive staff report and Planning & Zoning Board’s recommendation to approve rezoning, and after deliberations adopt the following motions:

- Motion to approve H-2025-03-R Pit Road S Map Amendment request rezoning the property to Employment Center (EC); and
- Motion to approve the following Consistency Statement for H-2025-03: Pit Road S. Zoning Map Amendment.
 - The Town Council finds this map amendment is consistent with applicable Common Decision Criteria found within Section 145.01.07 and Specific Review Criteria within Section 145.03.03 of the UDO and the following findings:
 - The proposed project (H-2025-03-R) is a reasonable request and is in the best interest of the public because of its location within an existing industrial park, surrounding land uses, and is consistent with HALUP Goal - ED-1- that promotes maximizing potential industrial development opportunities within targeted areas along NC 49 and closer to Charlotte Motor Speedway (CMS); and
 - Although inconsistent with the future land use designation of the HALUP (Private Recreation); it is in compliant with other goals of the HALUP in the

areas of “Fostering Economic Development” and “Encouraging a Mixture of Land Uses.”

Attachment A – Application- H-2025-03-R Pit Rd S Property

Attachment B – Recorded Plat_ Bk 22, Page 90 Cabarrus County

Attachment C – Draft Ordinance

LEGISLATIVE APPROVAL APPLICATION

Application Type (select all that apply)

- ☐ UDO Text Amendment
 ☒ Zoning Map Amendment (rezoning)
 ☐ Conditional Zoning Approval
 ☐ Certificate of Appropriateness

Project Information

Project Name: McKeever - Pit Road South
 Project Location/Address: Pit Road South Concord, NC 28027
 Tax Map and Parcel Number (PIN): 55080333540000
 Zoning: Existing: GI - General Industrial (Cabal Proposed: EC - Employment Center I
 Lane Use: Existing: Vacant Proposed: commercial - racing and au
 Description of Request (attach separate sheet if needed):

Simultaneously with its submission of this application, Applicant and Owner are submitting an application for the annexation of the subject parcel (Lot 5). Applicant desires to conform the zoning of the annexed parcel to that of PID 55080312260000, which Applicant is also acquiring. Following the annexation and rezoning, Applicant intends to recombine the two parcels and further develop and utilize them for its commercial purpose.

Contact Information

Project Manager/Contact Person: Jordan Wheeler
 Company: The McKeever Group NC Property Holdings, LLC
 Address: 5115 Morehead Rd, Ste 200 City, State, Zip: _____
 Phone Number: 435-775-2213 Email Address: 435-775-2213
 Applicant Name (if different than above): _____
 Company: _____
 Address: _____ City, State, Zip: _____
 Phone Number: _____ Email Address: _____
 Owner Name: MS Performance, LLC
 Company: _____
 Address: 320 N. Meridian St., Ste 1006 City, State, Zip: Indianapolis, IN 46204
 Phone Number: 317.827.2970 Email Address: msiegel@maxsiegelinc.com

Owner’s Consent

MS Performance, LLC (“Owner”) certifies that it is the owner of the property located at Pit Road South Concord, NC 28027 (“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, The McKeever Group NC Prope 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: *Max Siegel* Date: 8/22/25

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

Project Name: McKeever - Pit Road South Submittal Date: 8/25/2025 | 9:16 AM MDT

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of the 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 of 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: The McKeever Group NC Property Holdings, LLC

Applicant Signature: *Jordan Wheeler*

101AB2316700443...

Staff Use Only

Record of Process

Date Received: 8/26/2025

Application Number: H-2025-03-R Pit Road Property Map Amendment

Is Application Complete? ☒ Yes ☐ No

Public Hearing Date(s): October 13, 2025

Published Notice Date: October 2th & 9th

Mailed Notice Date: October 2, 2025

Posted Notice Date: October 2, 2025

Final Action Applicant Notification Mailed Date:

Record of Decision

Reviewed By:

Recommendation: ☐ Approve ☐ Deny

Final Action: ☐ Approve ☐ Deny

Required Attachments	
All development application submittals must be accompanied by: • Applicable fee(s) (see Master Fee Schedule in Appendix B of the Development Guidebook); • Attachments listed in under the pertinent application; • Case numbers of other related development applications; and • Any additional information or attachments required by the Town Attorney, Director or other Town staff, Historic Preservation Commission, Planning and Zoning Board, Board of Adjustment, or Town Council. Consult staff during pre-application meeting for any required paper copies consult staff during pre-application meeting for any required paper copies.	
Conditional Zoning Approval 1. List of all abutting property owners' name, mailing address, and PINs 2. Recent survey or legal description of property requested to be rezoned 3. Copies of the invitation letter, minutes, and sign-up sheet from required neighborhood meeting 4. If determined required at the pre-application meeting: a. Copies of the Traffic Impact Analysis (TIA) b. Proposed site plan c. Landscape plan (with number, location, and type of proposed plantings) d. Proposed building elevations 5. A digital (PDF) copy of a complete site-specific development plan 6. List of specific proposed permitted uses (chosen from permitted used of proposed district) 7. Any specific conditions willing to be imposed as part of application (e.g. no outside storage, increased buffer width, etc.)	Zoning Map Amendment (rezoning) 1. List of all abutting property owners' name, mailing address, and PINs 2. Recent survey or legal description of property requested to be rezoned 3. Copies of the invitation letter, minutes, and sign-up sheet from required neighborhood meeting. 4. If determined required at the pre-application meeting: 5. Copies of the Traffic Impact Analysis (TIA) 6. Proposed site plan 7. Landscape plan (with number, location, and type of proposed plantings) 8. Proposed building elevations UDO Text Amendment 1. Proposed text of amendment ordinance 2. Written rationale for the change

APPROVED
CABARRUS COUNTY LAND RECORDS
Paul J. [Signature] 12-13-84

CHARLIE H. &
CHRISTINE N.
SEHORN
517 - 344
Pln No. 5508-12-6204

Certificate of Approval by the Planning Board

I, Robert D. Swau, Chairman of the Cabarrus County Planning Board hereby certify that said Board duly approved the final plat of the subdivision entitled Lot 2, Pk. on the 12th day of 1988.

Robert D. Swau

SHOWN HEREON.
BY SURVEY FOR CHARLOTTE MOTOR SPEEDWAY INDUSTRIAL PARK
ORD ENGINEERING AND SURVEYING, INC. DATED JAN. 22, 1985
SHOWN HEREON IS PART OF PROPERTY OWNED BY CHARLOTTE MOTOR
RECORDED IN DB 312-287 CABARRUS COUNTY, REGISTER OF DEEDS.

RGUSON

Ar _____
DATE 12-08-88

[illegible]

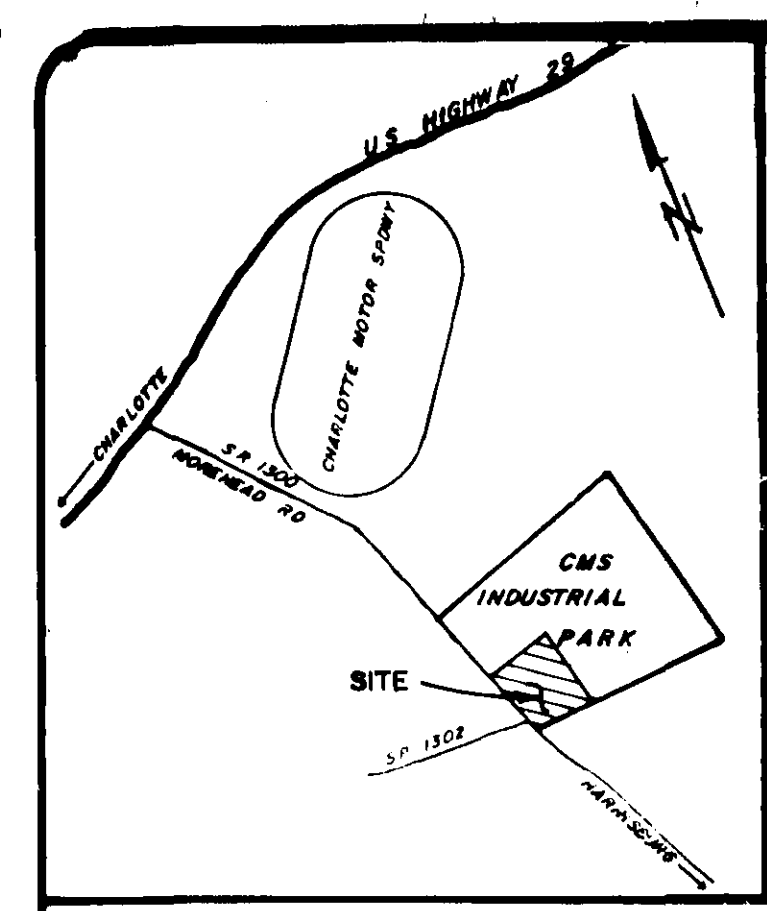
FINAL SUBDIVISION FOR :
PHASE I OF
CHARLOTTE MOTOR SPEEDWAY
INDUSTRIAL PARK
CHARLOTTE MOTOR SPEEDWAY, INC.
P.O. BOX 600
HARRISBURG, N.C. 28075
TOWNSHIP NO. 2, CABARRUS COUNTY, N.C.
ZONED: I-2

PREPARED BY
CONCORD ENGINEERING & SURVEYING, INC.
45 SPRING ST. S.W., CONCORD, N.C. 28025
(704) 786-5404 (704) 332-9934

DATE: 11-28-88
SCALE: 1" = 100'
JOB NO: 88-11-38

DRAWN BY: GEG
COMPUTED BY:
CHECKED BY:

JOB NO. 88-11-38
DISC 617 "CNSPROJ2"



VICINITY MAP 1" = 2,000'

CHARLOTTE MOTOR
SPEEDWAY
INDUSTRIAL PARK
PHASE II
Pln No. 4598-96-3802

- NOTES:
1. ERROR OF CLOSURE 1:10,000+. MIS-CLOSURE ADJUSTED BY COMPADJUSTMENT METHOD.
 2. AREA DETERMINED BY COORDINATE COMPUTATIONS.
 3. THIS MAP IS PREDICATED ON THE POSSESSION LINES AND EXISTING FIELD AS SHOWN.
 4. ALL LOTS TO BE SERVED BY INDIVIDUAL WELLS AND SEPTIC TANKS.
 5. ALL LOT LINES ARE SUBJECT TO 10' UTILITY EASEMENTS.
 6. THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD PLAIN ACCORDING TO F.I.R.M. COMMUNITY PANEL NO. 370038 0165 B EFFECTIVE DATE MAY 5, 1982.
 7. TOTAL AREA IN PHASE I 19028 ACRES.

CURVE	ARC	RADIUS	CHORD LENGTH	CHORD
C1	47.12	30.00	42.43	4.35
C2	39.27	25.00	35.36	8.86
C3	28.60	35.00	27.62	8.16
C4	49.29	60.00	47.91	8.16
C5	94.00	60.00	64.66	8.86
C6	45.00	60.00	43.95	N 25° 00' E
C7	95.28	60.00	67.64	N 65° 00' E
C8	26.60	35.00	27.62	N 65° 00' E
C9	39.27	25.00	35.36	N 30° 00' E
C10	47.12	30.00	42.43	S 86° 00' E

CERTIFICATE OF SURVEY AND ACCURACY

I, JAMES E. CRADDOCK, CERTIFY THAT THIS MAP WAS DRAWN UNDER SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY CLOSE PERSONAL SUPERVISION THAT THE ERROR OF CLOSURE AS CALCULATED BY LA PLATTE'S DEPARTURES IS 1:10,000+. THE ERROR OF CLOSURE WAS ADJUSTED BY THE COMPASS RULE ADJUSTMENT AND AREAS WERE CALCULATED BY COORDINATE COMPUTATION. THAT THE BOUNDARIES NOT SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FROM SECTION 613, PAGE 756. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30. AS AMENDED.

WITNESS MY HAND AND SEAL THIS 6th DAY OF DECEMBER
A.D., 1988

James E. Call
SURVEYOR OR ENGINEER

L-3039

LICENSE OR REGISTRATION NUMBER

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
I, GLENN E. GAMBLE, NOTARY PUBLIC, IN AND FOR THE COUNTY OF CABARRUS,
AND THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT JAMES E.
CRADDOCK SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY
AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING CERTIFICATE AND UPON HIS
OATH, SWORE TO THE TRUTH OF THE STATEMENTS SET FORTH THEREIN.

WITNESS MY HAND AND NOTORIAL SEAL THIS 6th DAY OF December
1982.

MY COMMISSION EXPIRES 12-4-88

NOTARY PUBLIC

LEGEND

- EIP - EXISTING IRON PIN (AS DESCRIBED)
- SIP - SET IRON PIN (#5 REBAR)

_____ RTW - RIGHT OF WAY LINE
 _____ PROPERTY LINE
 _____ ADJACENT PROPERTY LINE BY DEED OR PLAT
 _____ PP - POWER POLE W/ POWER LINE

CONC. MON. - CONCRETE MONUMENT CONTROL CORNER
GREENWAY
SETBACK

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE THE PROPERTY SHOWN
DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVI

WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES
DEDICATE ALL ROADS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO
PUBLIC USE EXCEPT AS NOTED. FURTHER, I CERTIFY THE LAND AS S

HEREON IS WITHIN THE PLATTING JURISDICTION OF CABARRUS COUNTY.
12/6/88 *Wes Swain*

DATE _____ OWNER _____

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ORDINANCE TO AMEND THE TOWN OF HARRISBURG OFFICIAL ZONING MAP

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

WHEREAS, the Applicant Jordan Wheeler, and Property Owner MS Performance LLC, submitted a zoning map amendment petition (H-2025-03-R) to rezone PIN# 55080333540000 from a Cabarrus County zoning designation (GI) to Harrisburg Employment Center (EC) zoning district associated with an annexation petition (H-2025-02-ANX); and

WHEREAS, the public hearing for this zoning map amendment 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-2025-03-R) at its September 16, 2025 public meeting and voted unanimously(4-0) to recommend approval to the Town Council finding that although the amendment is inconsistent with the Harrisburg Area Land Use Plan Map (HALUP), it is consistent with 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 HALUP that “Fostering Economic Development” and “Encouraging a Mixture of Land Uses.”

WHEREAS, the Harrisburg Town Council held a public hearing on October 13, 2025, for the map amendment 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 proposed project (H-2025-03-R) is a reasonable request and is in the best interest of the public because of its location within an existing industrial park, surrounding land uses, and is consistent with HALUP Goal - ED-1- that promotes maximizing potential industrial development opportunities within targeted areas along NC 49 and closer to Charlotte Motor Speedway (CMS); and
- Although inconsistent with the future land use designation of the HALUP (Private Recreation); it is in compliant with other goals of the HALUP in the areas of “Fostering Economic Development” and “Encouraging a Mixture of Land Uses.”

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Harrisburg, North Carolina, that approval is hereby granted to H-2025-03- R-Pit Road S Property and the Harrisburg Zoning Map is hereby amended establishing Employment Center (EC) zoning to (PIN# 55080333540000) and amending the HALUP land use map reflecting a “Light Industrial” future land use designation on the subject property fully enforced from the time this ordinance is adopted as conditioned below:

PASSED and ADOPTED this 13th day of October 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Resolution for the Private Sale of General Obligation Transportation Bonds and Approval of Associated Financial Services

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

Motion to approve the resolution requesting the private sale of a \$2,350,000 General Obligation Transportation Bond, Series 2025 and approve the financial services contract with Davenport Public Finance for \$70,000

Description/Background:

The Town approved the issuance of \$4,000,000 in General Obligation Transportation Bonds on November 7, 2017, and extended the order on September 9, 2024 for an additional three years. The first round of bonds for transportation projects was issued in 2021 for \$1,650,000, leaving \$2,350,000 to be issued.

The following projects have been accumulated over approximately the past 2 years and will be financed with the proceeds of the 2025 series of Transportation Bonds:

- Stallings Road Sidewalks - Phase I
- Stallings Road Sidewalks - Phase II
- Highway 49 Improvements
- Traffic Mitigation - Roberta Road
- Traffic Mitigation - Cambridge Drive Extension and Davis Creek Greenway

The attached resolution requests approval from the Local Government Commission (LGC) for the Town to sell the 2025 Transportation Bond in a private sale to a financial institution. A request for proposals has been issued and is due in the month of October. Staff and Davenport Public Finance will select a financial institution based on the best terms received in the proposal and make that recommendation to Town Council and the LGC at the next meeting, respectively.

October 13: Adopt Resolution for Direct Bank Loan Issuance

November 10: Approve winning lender and final Issuance Resolution

December 2: LGC approval of 2025 GO Bond Direct Bank Loan

December 11: Close on Bonds

The Town has used Davenport Public Finance for its financial advisory and debt advisory services, including the issuance of all the Town's debt dating back to 2017. The cost of issuance included in this agreement is funded with proceeds from the financing and may include advisory services received between debt issuances, assisting with long-term financing strategies, financing options, and planning.

Recommendation:

Staff recommends approval of the Resolution for a Direct Bank Sale of the 2025 GO Bond and the contract with Davenport Public Finance.

Fiscal Impact:

The Finance team, including Davenport Public Finance as the Town's advisor and facilitator of debt transactions, is recommending a direct bank loan for the General Obligation Bond rather than a true public sale because of the difference

in issuance costs and necessity to obtain costly bond ratings. A private sale to a financial institution has a much lower cost of issuance and ongoing costs throughout the repayment schedule.

The request for proposals details a 15-year repayment period, which equates to principal payments of \$157,000 for 10 years and \$156,000 for the final five years. Interest, based on the rate we are able to obtain, will be in addition to the established principal repayment schedule.

The attached contract with Davenport Public Finance is set not to exceed \$70,000 for planning, financial and debt advisory services, and substantially issuing the General Obligation Transportation bond package.

Attachments:

1. Resolution - Harrisburg GO Bonds 2025 - requesting private sale of LGC
2. Davenport

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA REQUESTING PRIVATE SALE OF \$2,350,000 GENERAL OBLIGATION TRANSPORTATION BOND, SERIES 2025

WHEREAS, the Bond Order relating to transportation projects has been adopted by the Town Council on August 14, 2017 and approved by the vote of a majority of the voters who voted thereon at a referendum duly called and held on November 7, 2017, and as extended by an order adopted by the Town Council on September 9, 2024, and the Town Council has determined to make provision for the issuance of bonds authorized by said Bond Order;

WHEREAS, the Town of Harrisburg, North Carolina (the “Town”) desires to issue its General Obligation Transportation Bond, Series 2025 in an aggregate principal amount not to exceed \$2,350,000 (the “2025 Bond”) under said Bond Order;

WHEREAS, the Town, with the assistance of its municipal advisor, has solicited bids from financial institutions to purchase the 2025 Bond to facilitate the financing of transportation projects;

WHEREAS, the Town is requesting the North Carolina Local Government Commission sell the 2025 Bond to a financial institution at private sale to be selected pursuant to the request for proposal process;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA (THE “TOWN COUNCIL”) AS FOLLOWS:

Section 1. The Town has received proposals from financial institutions to purchase the 2025 Bond. The North Carolina Local Government Commission is hereby requested to sell the 2025 Bond at private sale without advertisement to the financial institution to be selected by the Town pursuant to the request for proposal process, at such prices as the Local Government Commission determines to be in the best interest of the Town and in accordance with the terms submitted by selected financial institution, as permitted by Sections 159-123(b)(8) and 159-123(c) of the General Statutes of North Carolina, as amended. The Town Council will approve the selected financial institution to serve as purchaser and the final terms of the 2025 Bond in a subsequent resolution.

Section 2. The Mayor, the Town Manager, the Finance Officer, the Town Attorney and the Town Clerk, or their respective designees, individually and collectively, are authorized and directed to take all actions as may be required or provide any information to the North Carolina Local Government Commission necessary to proceed with the private sale of the 2025 Bond and as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 3. All resolutions or parts thereof of the Town Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 4. This Resolution is effective on its adoption.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

STATE OF NORTH CAROLINA)
)
TOWN OF HARRISBURG) SS:

I, Janet Rackley, Town Clerk of the Town of Harrisburg, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA REQUESTING PRIVATE SALE OF \$2,350,000 GENERAL OBLIGATION TRANSPORTATION BOND, SERIES 2025**” adopted by the Town Council of the Town of Harrisburg, North Carolina, at a meeting held on the 13th day of October, 2025.

WITNESS my hand and the corporate seal of the Town of Harrisburg, North Carolina, this the _____ day of _____, 2025.

[Seal]

Town Clerk
Town of Harrisburg, North Carolina

May 7, 2025

Mr. Brian Lee
Finance Director
Town of Harrisburg, NC
4100 Main Street, Ste 101
Harrisburg, NC 28075

Dear Mr. Lee:

Pursuant to our Financial Advisory Agreement dated July 7, 2017, this Fee Arrangement Addendum outlines Davenport's Scope of Work (attachments A – D) and proposed compensation for Financial Advisory Services related to Capital Planning/Non-Transaction Services and Transaction Related Services.

For Capital Planning/Non-Transactional Financial Advisory Services, Davenport's financial advisory fee will be based on the schedule of hourly rates shown below (subject to annual CPI adjustment) and the actual time required to complete the work requested by the Town, unless otherwise agreed upon.

- Senior Vice President	\$325
- First Vice President	\$300
- Vice President	\$275
- Associate Vice President / Analyst	\$250

For Transaction Related Services, Davenport's financial advisory fee will be a fixed amount in accordance with the schedule of not-to-exceed amounts outlined in the chart below (subject to annual CPI adjustment). The actual fee amount for each transaction will be mutually agreed upon by the Town and Davenport based on the size and complexity of the proposed issuance.

Credit	Public Offering with Bond Rating	Bank Placement without Bond Rating
General Obligation Bonds	NTE \$85,000	NTE \$70,000
Limited Obligation Bonds	NTE \$90,000	NTE \$75,000
Revenue Bonds	NTE \$95,000	NTE \$80,000
Refunding Component Upcharge	NTE \$30,000	NTE \$30,000
Other Financing Structures (e.g. Special Obligation Bonds, Special Assessment Financings, Tax Increment Financings, Variable Rate Demand Obligations, etc.) would be negotiated on a transaction by transaction basis.		

Financial Advisory fees shall be paid upon completion of the task requested by the Town. Davenport will charge an additional fee equal to four percent (4%) of the advisory fee. Customary direct out-of-pocket expenses (meals, lodging, and mileage) will be billed at cost. Please let us know if you have any questions or would like to discuss.

This Agreement shall be considered to be in effect until such time as either the Town or Davenport terminates the Agreement. The Town or Davenport may terminate this agreement at any time upon thirty (30) days written notice without cause. Davenport will be reimbursed for its reasonable and necessary out-of-pocket expenses and services provided prior to termination.

Sincerely,



Ted Cole
Senior Vice President
Davenport Public Finance



Mitch Brigulio
Senior Vice President
Davenport Public Finance

Accepted By:

Rob Donham
Town of Harrisburg, North Carolina

Attachment A: Non-Transaction / Capital Planning Scope of Work

1. Provide pertinent advice and counsel concerning developments in the financial community in general and municipal finance in particular.
2. Develop financial analysis programs, computer models and presentations to be used in conjunction with the capital planning and financing program(s).
3. Review and advise on special projects as requested by Staff.
4. Provide such other financial advisory services deemed appropriate by the Client.
5. Present Reports to the Governing Body on the status of the Client's debt, capital planning, and credit profile as requested.
6. Meet with Staff and the Governing Body on an as-needed basis to discuss, review, revise any Capital Plans.

Attachment B: Direct Bank Loan Scope of Work

1. Prepare a detailed financing calendar which will include all required notices, governing board actions and other financing milestones.
2. Coordinate the due diligence and issuance process with working group participants and assist in obtaining any necessary approvals.
3. In cooperation with staff, local attorney, bond counsel and/or other professionals, assist in reviewing/preparing the necessary documentation.
4. Conduct an RFP process to obtain financing proposals from local, regional and national financial institutions:
 - a. Establish terms and conditions for the Request for Proposal.
 - b. Prepare the Request for Proposals and distribute to the active local, regional and national banks.
 - c. Contact all potential bidders to discuss the RFP requirements and assist potential bidders with the due diligence process, as applicable, to maximize the number of bidders.
 - d. Prepare a summary analysis of each proposal such that issuance costs, interest rates and terms and conditions of each proposal can be easily compared to support staff / elected officials in making their selection of the winning proposal.
 - e. Negotiate terms and conditions of the proposals, including call provisions, closing requirements and other terms and conditions, as applicable.
5. Coordinate interactions with the Local Government Commission (the “LGC”) Staff to facilitate approval of the Direct Bank Loan, if necessary.
 - a. Develop a strategy for addressing LGC requirements (statutory and traditional practices) while also meeting the locality’s goals and objectives.
 - b. Conduct pre-application and due diligence meetings/calls with the LGC and prepare discussion materials to serve as a guide for the conversation including construction timing, proposed financing schedule, financing structure, repayment plan and method of sale.
 - c. Assist in the preparation of the LGC application.
 - d. Coordinate with LGC staff to ensure all necessary information is available in a timely fashion and assist in preparing the LGC Agenda item.
 - e. Attend LGC Meeting (if necessary).
6. Present the Summary of Results to local officials and/or the LGC as needed/requested.
7. Model the proposed financing and produce schedules outlining sources and uses of funds, debt service, bond statistics, and other schedules necessary for bond counsel.
8. Prepare a detailed closing memorandum to facilitate the efficient closing of the financing and memorialize the key aspects of the financing.
9. Review final financing documents with specific focus on final financing numbers and details.
10. Coordinate the closing process.
11. Attend and present at all conference calls and meetings as requested by Staff.

Attachment C: Negotiated Public Sale Scope of Work

1. Prepare a detailed financing calendar which will include all required notices, governing board actions and other financing milestones.
2. Coordinate the due diligence and issuance process with working group participants and assist in obtaining any necessary approvals.
3. Coordinate interactions with the Local Government Commission (the “LGC”) Staff to facilitate approval of the Negotiated Public Sale, if necessary.
 - a. Develop a strategy for addressing LGC requirements (statutory and traditional practices) while also meeting the locality’s goals and objectives.
 - b. Conduct pre-application and due diligence meetings/calls with the LGC and prepare discussion materials to serve as a guide for the conversation including construction timing, proposed financing schedule, financing structure, repayment plan and method of sale.
 - c. Assist in the preparation of the LGC application.
 - d. Coordinate with LGC staff to ensure all necessary information is available in a timely fashion and assist in preparing the LGC Agenda item.
 - e. Attend LGC Meeting (if necessary).
4. Assist in developing and providing information required for disclosure in the Official Statement, as requested.
5. Assist in examining past compliance with continuing disclosure requirements.
6. Coordinate all aspects of the rating agency interactions, including:
 - a. Schedule the rating agency meetings / calls.
 - b. Provide each rating agency with the required background information on the proposed bond issuance, finances and other items of interest in preparation for the rating agency interactions.
 - c. Prepare a comprehensive rating agency presentation to be used as the basis for discussion with the rating agencies. This presentation will incorporate financial, economic, demographic and economic development-related information.
 - d. Assist with the preparation for the rating agency meetings / calls, including working to prepare those individuals directly and indirectly involved with the ratings process to help ensure a positive interaction that maximizes the opportunity to benefit from the rating agency interaction.
 - e. Coordinate any required follow-up correspondence with the rating agencies to help ensure a complete ratings process.
 - f. Interface with the rating agencies on the drafting and publication of the official rating reports.
7. In cooperation with staff and bond counsel, assist in reviewing/preparing the necessary documentation.
8. Assist in the engagement of other professionals as needed, including bond trustee and underwriting team. Specific to the underwriting team, tasks may include:
 - a. Structure the underwriting syndicate.
 - b. Analyze/review proposed underwriter takedowns and expenses.
9. Manage the Bond Pricing Process and assist with the preparation, review and negotiations with the Underwriter(s).

- a. Coordinate on proposed pricing schedule and review marketing plan for the bonds.
 - b. Monitor pricing progressions provided by Underwriter(s) during the weeks leading up to the actual pricing.
 - c. Develop a Pre-Pricing Book that includes key market trends, preliminary pricing indications, and comparative pricings to assist in pricing discussions.
 - d. Analyze the proposed pricing structure and discuss with the Underwriter.
 - e. Monitor orders received on the day of pricing and assist with negotiating pricing adjustments with Underwriter.
10. Model the proposed financing and produce schedules outlining sources and uses of funds, debt service, bond statistics, and other schedules necessary for bond counsel.
11. Coordinate the closing process.
12. Attend and/or present at all conference calls and meetings as requested by Staff.

Attachment D: Competitive Public Sale Scope of Work

1. Prepare a detailed financing calendar which will include all required notices, governing board actions and other financing milestones.
2. Coordinate the due diligence and issuance process with working group participants and assist in obtaining any necessary approvals.
3. Assist in developing and providing information required for disclosure in the Official Statement, as requested.
4. Assist in examining past compliance with continuing disclosure requirements.
5. Assist in developing information to be presented to bond rating agencies in order to achieve the highest bond rating realistically achievable. Accompany staff on all presentations to the rating agencies.
6. In cooperation with staff, local attorney, bond counsel and/or other professionals, assist in reviewing/preparing the necessary documentation.
7. Coordinate with the Davenport Fixed Income Sales and Trading Desk to structure the bid parameters in the Notice of Sale.
8. Run sensitivity analyses on all bid parameters to ensure the client's goals and objectives are met.
9. Monitor bidder registration and reach out to potential bidders to maximize bidder participation.
10. Analyze bids received to ensure accuracy and compliance with bid parameters.
11. Coordinate with winning bidder to ensure timely receipt of bid details, good faith wire, and confirmation of final amortization amounts. Model the proposed financing and produce schedules outlining sources and uses of funds, debt service, bond statistics, and other schedules necessary for bond counsel.
12. Review final offering and closing documents with specific focus on final financing numbers and details.
13. Coordinate the closing process.
14. Attend and or present at all conference calls and meetings as requested by Staff.

July 7, 2017

Mr. Lee Connor
Ms. Branden Chopelas
Town of Harrisburg, NC
4100 Main Street, Ste 101
Harrisburg NC 28075

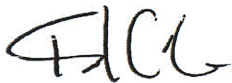
Dear Lee and Branden:

The Municipal Securities Rulemaking Board requires under Rule G-23 that we have a written engagement letter with our clients promptly upon the inception of a financial advisory relationship. Your signature below will confirm that Davenport & Company LLC will be providing general financial advisory services to the Town of Harrisburg, NC, including but not limited to capital planning, debt issuance, refinancing of Town debt obligations, and other services as requested by the Town, until the relationship is terminated, which you may do at any time.

The basis of compensation, if any, will be agreed upon in writing prior to the completion of the services at a mutually acceptable level.

If this appropriately describes our relationship, please indicate by signing and returning one copy of this letter to our attention.

Sincerely,

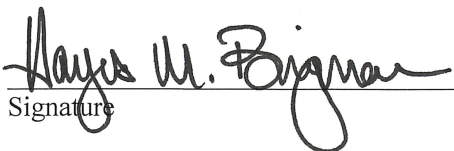


Ted Cole
Senior Vice President
Davenport & Company LLC



Mitch Brigulio
Senior Vice President
Davenport & Company LLC

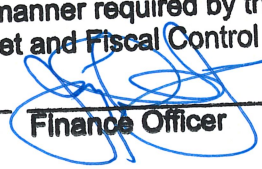
Accepted By:


Signature

Town Manager
Title

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

7/10/2017
Date


Finance Officer



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract for Installation of Harrisburg Gateway Sign on Rocky River Road

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

Motion to approve the contract with Casco Signs for fabrication and installation of the Harrisburg Gateway Sign in an amount not to exceed \$91,217.72.

Description/Background:

As part of the Town's continued priority on branding, Rocky River Road and I-485 has been the location for final Town gateway sign. Currently, there are gateway signs at Pharr Mill and Hwy 49 and Galvan Way and Hwy 49. This has been in the Town's CIP for a number of years and was moved into an active Capital Improvement Project in the FY2025 budget process with an original budget of \$150,000. To date, \$13,580 has been encumbered for the design contract with Bizzell Design leaving \$136,420 for construction of the sign and landscaping. Staff was able to secure an approved encroachment permit from NCDOT for the proposed location.

Recommendation:

Approve the contract with Casco Signs for fabrication and installation of the Harrisburg Gateway Sign in an amount not to exceed \$91,217.72.

Fiscal Impact:

The Fiscal Impact of this contract is \$91,217.72. The approved CIP budget for this project was \$150,000. \$13,580 has been encumbered for the design contract with Bizzell Design. If approved, the remaining budget for landscaping will be \$45,202.28. The construction of the sign was informally bid with Casco Signs being the lowest, responsive bidder. A 50% deposit is required to initiate work.

Attachments:

1. Gateway Illustration and Location
2. RR-Gateway Sign - Casco - Revised

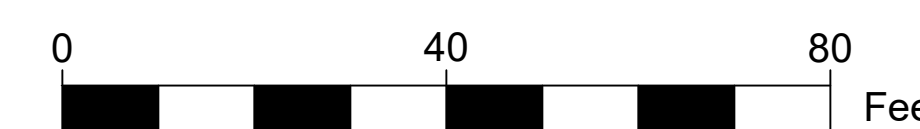
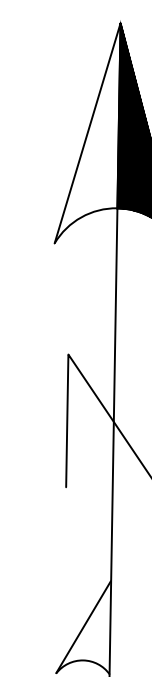
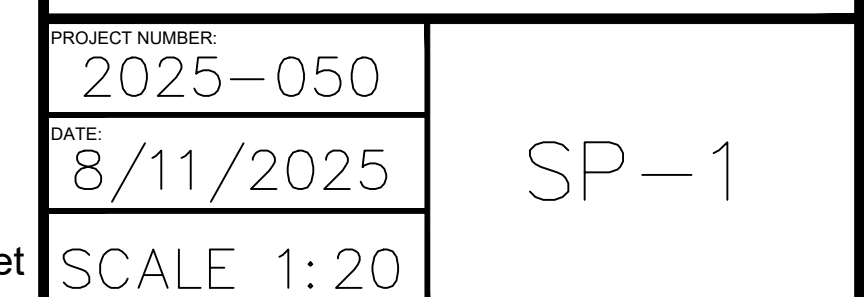
I-485 - Rocky River Gateway Location



TOWN OF HARRISBURG, NC

GATEWAY



[illegible]



TOWN OF HARRISBURG, NC

GATEWAY



Quote No. 12956

October 6, 2025

Page 1 of 2



Customer Town of Harrisburg

Reference New Gateway Sign Smaller Version

Bill to

Town of Harrisburg
Accounts Payable
PO Box 100
Harrisburg, NC 28075
US

Ship to

Town of Harrisburg
PO Box 100
Harrisburg, NC 28075
US

Valid Until	10/11/2025	Revision Date	10/06/2025	Lead Time	9 - 10 weeks	SR	Darin Martin
F.O.B.	Install	Revision No		Ship Method	Installed	PM	Stephanie Turgeon
Terms	Net 30 days						

No.	Item	Description	Qty	UOM	Unit Price	Extension
1.	Tier 1 Artwork	Design services for structural signage or sign packages.	8	Each	120.00	960.00
2.	Lighted Monument Signs	Smaller Version of the Gateway Monument Sign.	1	Each	64,161.74	64,161.74
3.	Custom Fab.	Manufacture light bar for Gateway sign, Meter box	1	Each	3,142.67	3,142.67
4.	Install 4065	Set and install meter box, run conduit and install light bar	7	Hour(s)	257.14	1,799.98
5.	Install 4065	Install Gateway Monument Sign	30	Hour(s)	322.50	9,675.00
6.	Estimated Permit Acquisition	Estimated Acquisition of permits.	3	Hour(s)	75.00	225.00
7.	Permits	Estimated cost of permits NOT ACCUAL COST.	1	Each	1,000.00	1,000.00
8.	Mobilization	Project Management Mobilization Fee	4	Hour(s)	120.00	480.00
9.	Mobilization	5% Contingency (\$4,070.22) NON TAXABLE	1	Hour(s)	4,070.00	4,070.00
Total Shipping: 0.00					Subtotal	85,516.61
					Sales Tax (7 %)	5,631.11
					Total	91,217.72

Quote Valid Until: October 11, 2025

By signing below, I approve and authorize this quote and acknowledge that I have read and agree to the attached terms and conditions.

Darin Martin

Submitted by

10/06/2025

Date

Approved by

Date

Print Name

continued on next page

Quote No. 12956

October 6, 2025

Page 2 of 2



Customer Town of Harrisburg

Reference New Gateway Sign Smaller Version

Conditions

* TERMS FOR PAYMENT ARE AS FOLLOWS: 50% down with placement of order balance DUE UPON INSTALLATION or PICK-UP. A Late fee of \$50.00 per month and a finance charge of 1.5% per month is applied for all balances over 5 Days Past Due. Product and labor warranty are subject to payment terms specified herein. If all payments are not received within terms, all warranties are canceled effective immediately. Collections, if required, are an additional charge of \$150.00 per hour until satisfied. Payments made by Credit Card will incur a 2.95% +.30 Administrative Processing Fee. NOTE: When the market price of diesel fuel exceeds \$3.50, a fuel surcharge will be billed in addition to the quoted prices on this contract. In addition, Freight and Taxes are TBD. 2. Our financing partner, Geneva Capital LLC, offers 100% financing in 2-to-5-year terms and will finance start-up companies. Estimated monthly lease payment based on a 5-year term. Leasing options are available through Geneva Capital LLC. Leases can be made on sign packages ranging from \$5,000 to \$820,000. All leases are subject to application review and approval. 3. This proposal is for custom signage and, if accepted, is not subject to cancellation. All fabricated sign products, as installed, are guaranteed to be in accordance with the specification herein to the extent materially required to be performed as intended by such specifications. Casco Signs, Inc. shall not be responsible for errors in plans, designs or specifications furnished by the purchaser or for defects caused thereby. Any alteration or deviation from specifications submitted hereto involving extra cost will be executed upon written orders and will become additional charges over and above the quotation. The Purchaser agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the sign. 4. Hidden conditions such as subsurface rock, manufactured foundations, unsuitable soil, water, etc., that increase normal expense of preparing site foundations will result in installation cost revision. Installation restrictions on equipment that may be used, installing short or night or weekend work, or rescheduling mutually planned installation after commencement will result in installation cost revision. All agreements and contracts for signs and installations are contingent upon strikes, accidents, or delays beyond our control. Where stated in this proposal, Casco Signs, Inc. warrants the sign products, as installed, to be free of defective workmanship and materials that materially affect the performance or appearance of signs for a standard (1) year warranty with an option for (3) Years from the date of installation except as noted otherwise in Casco Signs, Inc. warranty and except when not installed by Casco Signs, Inc. Whenever there is any circumstance on which a warranty claim might be based, Casco Signs, Inc. must be immediately informed or the provisions of the warranty are voided. Casco Signs, Inc. shall not be liable for damage or losses other than replacement of such defective work or material. There are no warranties which extend beyond the description on the face hereof and as contained herein. Stated warranty does not cover vandalism, abuse, or acts of God. During the said warranty period ONLY Casco Signs, Inc. or designers by Casco Signs, Inc. are permitted to service the referenced sign. Any unauthorized servicing of said signs will result in the entire warranty being voided. Service Labor for Parts covered by this warranty is not covered and billed on a time and material basis. For Example, if the ballast fails while covered by the manufacturer's warranty, Casco will replace the ballast under warranty but will charge for the service labor to perform the work. Additionally, Electrical connections are not covered by this contract unless SPECIFICALLY stated in the body of this contract. All additional trips that may be requested by the customer to resolve such issues will be billed as an extra and become an addition to this contract. No Exceptions unless SPECIFICALLY stated in this contract in writing and approved by Casco Signs, Inc. President. Title to all material and property covered by this contract shall remain in Casco Signs, Inc. and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price and any authorized extra charges are paid in full. Casco Signs, Inc. is given an express security interest in said material and property both erected and non-erected, notwithstanding the way such private property shall be annexed or attached to realty. In the event of default by the purchaser, including, but not limited to payment of any amounts due and payable, Casco Signs, Inc. may at once (without process of law) take possession of remove, as and when it sees fit and whenever found, all materials used or intended for use in this contract without liability of purchaser whatsoever. The purchaser will pay the expense of removal and storage. All artwork to begin and to be submitted to the customer for approval upon acceptance of proposal. The owner carries necessary insurance. Electrical connections are made by others unless otherwise stated.

WITH THE CURRENT VOLATILITY OF IMPORT TARIFFS YOUR QUOTED PRICE MAY INCREASE. IT IS NOT OUR GOAL TO RAISE YOUR PRICE BUT IF THIS HAPPENS TO BE THE CASE YOUR SALES REP WILL CONTACT YOU TO INFORM YOU BEFORE ANY SURPRISES.

* THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY ALL PARTIES; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 15 DAYS.

* THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

*

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION. PERMITS, ACQUISITION OF PERMITS, SALES TAX AND SHIPPING CHARGES ARE ADDITIONAL UNLESS OTHERWISE STATED IN THIS PROPOSAL. FUEL SURCHARGE WILL BE CHARGE WHEN FUEL COST ARE VOLATILE. THIS FUEL SURCHARGE WILL BE SHOWN SEPARATE ON INVOICES. PERMITS BILLED AT COST PLUS \$65.00 AN HOUR FOR ACQUISITION. FOR ELECTRICAL PERMITS, IF RETURN TRIP IS REQUIRED TO MEET ELECTRICAL INSPECTOR AT JOB SITE, A MINIMUM OF \$250.00 WILL BE CHARGED IN ADDITION TO THE PERMIT COST.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Approval of Contract with FieldTurf USA to construct two synthetic turf athletic fields at Harrisburg Park

Presenting Personnel:

Jim Spina, Parks and Recreation Director

Suggested Motion or Action:

Motion to authorize the Town Manager to finalize negotiation and execution of the attached contract with FieldTurf USA for the construction of two synthetic turf athletic fields at Harrisburg Park with a project cost not to exceed \$2,500,000, and a total contract value of \$2,675,000.

Description/Background:

Staff released a RFQ for construction services for two synthetic turf athletic fields on Fields 1 and 2 at Harrisburg Park. Six firms responded with submittals, of which three firms were selected to present to a staff committee. After presentations were completed, two finalists were selected and staff visited local field sites to get a first-hand look at the projects constructed by each of those finalists. After the visits, staff entered into negotiations with FieldTurf USA for the final price listed for this project.

The project scope includes alternate options within the total project budget to include:

- Relocating two light poles from within the field area - \$200,000 Allowance
- CoolPlay Surface - \$91,795.50
- Midfield Harrisburg Logo - \$10,000
- TickMark Packages at \$3,300 per set
- Option to remove Field Striping Package - (\$7,000)
- Project Contingency - \$175,478.50

Recommendation:

Staff recommends the approval of this contract with FieldTurf USA.

Fiscal Impact:

Total cost for the project would be \$2,675,000, which includes reimbursable sales taxes of \$175,000, producing a net project expense of \$2,500,000. Within this total budget are several allowances and alternate options that are available to be selected once the project commences. The funds established within those allowances, options, and contingency balances which remain unused at the completion of the project, are returned to the project for use separate from this contract, or are returned to the Capital Reserve Fund for future projects.

The approved FY2026 Budget and CIP provides a budget of \$2,500,000. Thus, no budget modification is deemed necessary. This contract was selected using the Request For Qualifications formal bidding process.

Attachments:

1. DRAFT - Harrisburg Park Field Contract

SALES AGREEMENT

This AGREEMENT dated October 3, 2025

Between: **Town of Harrisburg**
4100 Main St.
Harrisburg, NC 28075
Attn.: Jim Spina

Tel: 704-607-1535
Email:

(the "Customer")

And: **FieldTurf USA, Inc.**
7445 Côte-de-Liesse Road Suite 200
Montreal Quebec H4T 1G2

Tel: (514) 340-9311
Fax: (514) 340-9374

(the "Supplier")

WHEREAS Supplier wishes to sell, supply and install an artificial in-filled playing surface identified as **FieldTurf FTVTP-2 CORE** for use as an outdoor field measuring approximately 183,591 square feet to the Customer located at 191 Sims Pkwy, Harrisburg, NC 28075 (the "**Site**"), and, prepare the base in accordance with the specifications in **Schedule B**.

WHEREAS the Customer wishes to purchase same on the terms and conditions set out below;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SALE

The Supplier hereby agrees to sell, to supply and to install for the Customer who hereby agrees to purchase the Supplier's **FieldTurf FTVTP-2 CORE**, 2 inches thick outdoor all green artificial grass in-filled playing surface for use as a soccer field measuring approximately 183,591 square feet (the "**Product**") to be installed on a base prepared by Supplier in accordance with the specifications in **Schedule B**.

The Sale also includes:

SITE WORK

- a) Design/Engineering

GENERAL CONDITIONS

- b) Mobilization
- c) Layout/Containers
- d) Hotels

SEDIMENT & EROSION CONTROLS

- e) Sediment & Erosion Controls
- f) Install SCE

EXCAVATION

- g) Excavation to Subgrade w/in +/- .10' of Final Subgrade
- h) Laser Grade Subgrade

CONCRETE

- i) Sawcut

j) Install 6" x 12" Concrete Curb

DRAINAGE

k) S&I 10" Perf HDPE Perimeter Drain

l) Outlet Control Structure

STONE BASE

m) S&I 4 oz Geotextile Fabric

n) S&I 5" # 57 Base Stone

o) S&I 1" # 8 Finish Stone

p) Laser Grade Finish Stone

SYNTHETIC TURF

q) Installation of the artificial in-filled grass surface upon a suitable base.

r) A 10- year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface.

s) Inlaid Soccer Markings (1 per field).

t) 1 GMAX test per field (2 total).

v) Payment and Performance Bond Fees.

w) Use Tax on FieldTurf Materials (Owner to provide E-595E for Use Tax Exemption E-595E NC Exempt Entity Form if applicable.)

Voluntary Alternate 1:

Light Pole Relocation. Receipt of an executed change order by the Supplier in the additional Cost of the Voluntary Alternate shall be required prior to order of materials and furnishing of work associated with this Voluntary Alternate.

Cost of the Agreement Alternate 1: \$200,000.00.

Voluntary Alternate 2:

CoolPlay Top Layer. Receipt of an executed change order by the Supplier in the additional Cost of the Voluntary Alternate shall be required prior to order of materials and furnishing of work associated with this Voluntary Alternate.

Cost of the Agreement Alternate 2: \$91,795.50.

Voluntary Alternate 3:

Install Tick Marks. Receipt of an executed change order by the Supplier in the additional Cost of the Voluntary Alternate shall be required prior to order of materials and furnishing of work associated with this Voluntary Alternate.

Cost of the Agreement Alternate 3: \$3,300 per set of tick marks.

Voluntary Alternate 4:

Install Midfield Logo approximately 30' X 30'. Receipt of an executed change order by the Supplier in the additional Cost of the Voluntary Alternate shall be required prior to order of materials and furnishing of work associated with this Voluntary Alternate.

Cost of the Agreement Alternate 4: \$10,000.00.

Voluntary Alternate 5:

Remove full inlaid soccer markings. Receipt of an executed change order by the Supplier in the additional Cost of the Voluntary Alternate shall be required prior to order of materials and furnishing of work associated with this Voluntary Alternate.

Cost of the Agreement Alternate 5: (\$7,000.00)/ full set of markings.

2. EQUIPMENT

The following maintenance equipment is included in the sale: One (1) FieldTurf FieldSweep.

3. SUPPLY OF PRODUCT

The Supplier shall perform the work required by this Agreement as diligently and expeditiously as is consistent with professional standards and the orderly progress of the work and in a good and workmanlike fashion, and subject to and in accordance with the terms and conditions hereof.

The Supplier requires a minimum of twenty-one (21) days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, Supplier further requires twenty-eight (28) days per field to install the Product subject to weather and *Force Majeure*.

This Agreement is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

4. BASE WORK

The Supplier shall carry out the required base work in accordance with the specifications in **Schedule B**. The base work will be subject to the same conditions and requirements indicated in Section 8 "Installation" hereof. The scope of services listed above at Section 1 is based upon FieldTurf's typical dynamic base drainage system and storm water calculations. However, the said services and associated pricing are subject to change in the event of: (i) design and/or construction requirements of the local permitting authorities which dictate a change in design and/or construction and/or (ii) existing site conditions which are concealed, unknown and/or differ from readily available published data for the region.

5. PRICE

The purchase price for the Product fully installed, shall be **ONE MILLION NINE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED TWENTY-SIX DOLLARS AND 00/100 (\$1,996,326.00)** (the "**Purchase Price**") plus any other applicable taxes and/or any bonding costs. The Price is subject to increase if affected by a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Based upon Applications for Payment submitted to the Customer by the Supplier, the Customer shall make progress payments on account of the Purchase Price to the Supplier as provided below and elsewhere in the Agreement.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

The Customer shall make payment of the certified amount to the Supplier, less 5% retainage, within thirty (30) days of the date of the Application for Payment.

Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the rate of ten Percent (10%) per annum.

Final payment, constituting the entire unpaid balance of the Purchase Price, shall be made by the Customer to the Supplier when:

- The Supplier has fully performed the all the work; and
- Supplier's Certificate of Completion for the Turf Product has been signed by the Customer

The Customer's final payment to the Supplier shall be made no later than thirty (30) days after the conditions in this Section 5 have been met.

Supplier shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that Supplier pursues collection of payment of any past due invoice.

If this project is located in a state in which release of final payment and/or retainage is governed by statute or other applicable law, Customer shall use its best efforts to undertake all appropriate measures, including without limitation the recording of a notice of completion, so that final payment hereunder, including retainage, if any, shall be released to Supplier without delay. In all cases, Supplier shall be entitled to receive final payment, including retainage, if any, no later than the earliest eligible date according to applicable statute or law. If the lawful payment or release is delayed through no fault of Supplier, Owner shall pay Supplier interest thereon at the rate indicated below, as of the date when payment or release first became due by law.

Supplier shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that Supplier pursues collection of payment of any past due invoice.

Any unpaid balance bears interest at a rate of ten percent (10%) per year or at the legal rate to the extent required by applicable law or statute.

6. FUNDING AND PAYMENT CONTINGENCY

Supplier's obligations provided for in this Agreement are expressly conditioned upon (1) evaluation and verification of Customer's creditworthiness and (2) ability to timely issue payment in accordance to Section 5 "Price" hereof. In the event the results of such evaluation and verification aren't satisfactory to the Supplier and/or there is sufficient uncertainty to indicate that the Customer is not apt to timely issue payment to the Supplier; Supplier shall have the right to terminate this Agreement without penalty.

7. ACCEPTANCE

Upon the Supplier giving the Customer notice of completion of the work, the parties agree, acting reasonably, to mutually determine whether same conforms to the requirements of this Agreement and in the event the parties mutually determine that there are deficiencies, the Supplier will undertake to correct the deficiencies noted ("Acceptance");

Upon Acceptance both parties sign the Certificate of Completion in the form currently in force, a sample of which is attached hereto as **Schedule A**;

The form of Manufacturer's Limited Warranty currently in force takes effect upon the signing of the Certificate of Completion.

No use whatsoever shall be made of the field by the Customer until the Certificate of Completion is signed and delivered to Supplier. Any such use will be deemed as Acceptance of the field, triggering final payment and will automatically void any and all warranty of the work, subject to the reinstatement of the Warranty

later at the discretion of the Supplier upon the signing of the Certificate of Completion and final payment.

The Customer shall prohibit use of the field if the Customer alleges said field to be incomplete or dangerous. For greater security, in the event that the Customer deems the field to be incomplete or dangerous the Customer will immediately notify its insurers of this additional risk.

8. INSTALLATION

The installation of the Product shall be performed by Supplier's designated and approved installers. The Customer agrees to allow representatives of Supplier all necessary uninterrupted access and suitable staging area to the site for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.

Minimum staging area required is square footage of field x 0.12 and no more than 100 feet from the field. Minimum access should be 15 feet wide by 15 feet high. A 25 foot wide by 25 foot long hard or paved surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of in-fill material. Access to any field will include suitable bridging by the Customer over the field curbs from the staging area to permit suitable access to the field by low clearance vehicles.

Force Majeure. No Party shall be liable for delay or failure to perform under this Agreement if such delay or failure is due to any contingency beyond its reasonable control, including acts of God, war, explosion, fire, flood or civil disturbance or labor actions, disputes and disruptions by the employees or sub-trades of either Party hereto or delay or destruction caused by public carrier.

In addition to *Force Majeure*, the parties recognize that in certain cases severe weather while not constituting *Force Majeure* could delay the installation process of the work contemplated under this agreement.

The Supplier shall not be responsible for any acts of violence or vandalism. The Customer holds Supplier harmless and indemnifies the Supplier from vandalism and acts of violence regarding the present project.

The Customer understands that it is to its benefit and therefore undertakes to accept and store for the length of the warranty period, the remaining synthetic turf left over from the project in case of need.

9. SITE SECURITY

Adequate and reasonable security shall be provided during the installation process of Supplier's materials, products, and equipment. Vandalism of the Supplier's materials, products, and equipment shall be the sole responsibility of the Customer.

10. PERMITS

Although the Customer is responsible for obtaining its own permits or corporate authorizations, the Supplier will use its best efforts to assist the Customer in obtaining any local permits or corporate authorizations required.

11. ENTIRE AGREEMENT

The provisions herein contained, together with **Schedule A and B**, constitute the entire agreement between the parties and cancel all previous communications, representations and agreements whether verbal or written between the parties with respect to the subject matter hereof. Other than as provided herein

Customer hereby acknowledges that it is not relying on any representations of the Supplier as to the performance of the work, except as stated expressly herein.

12. CLAIMS FOR CONSEQUENTIAL DAMAGES

The Supplier and the Customer waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages, including but not limited to:

- 12.1 Damages incurred by the Customer for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 12.2 Damages incurred by the Supplier for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work under this agreement.

13. NOTICE

Supplier shall not entertain any claim for damages caused by itself or by persons for whom it is responsible unless the Customer advises the Supplier in writing of the damage-causing event, including photographs, within 7 days of the event, addressed to the project administrator as well as the contract administration of Supplier.

14. TERM OF AGREEMENT

This Agreement shall be effective as of the date and year first written above and shall remain in effect until thirty (30) days after the date on which (a) both parties sign the Certificate of Completion; and/or (b) Customer pays Supplier the full Purchase Price, whichever is later, at which time the Agreement shall terminate.

15. GOVERNING LAW AND CONSENT

The rights of the parties hereto and the provisions hereof shall be interpreted and construed according to the laws of the State of North Carolina. The parties consent to the exclusive jurisdiction and venue of the court of competent jurisdiction in said State.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date and year first above written.

FieldTurf USA, Inc.

Town of Harrisburg

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Attachment: **Schedule A – Certificate of Completion**
 Schedule B – Supplier’s Pricing Proposal dated October 3, 2025

SCHEDULE A
Certificate of Completion



CERTIFICATE OF COMPLETION

This certificate will confirm that the installation of the FieldTurf product located as indicated below, has been completed to the satisfaction of the Owner.

To be completed with certified installer on site.

Field Name: _____		School/City or Company Name: _____	
Address: _____			
Tel: _____		City: _____	
Fax: _____		State & Zip: _____	
Contact Name: _____		E-mail: _____	
Date of Substantial Completion: _____			
Sporting Activities: _____			
OWNER INFORMATION			
Owner: _____		Address: _____	
City: _____		State & Zip: _____	
Signature: _____		Organization: _____	
Print Name: _____		Title: _____	
City: _____		State & Zip: _____	
COACH APPROVAL - OPTIONAL			
Name: _____		Signature: _____	

This _____ day of _____, 20____

PUNCH LIST: ☐ NONE ☐ ATTACHED ☐ TO FOLLOW

The Owner acknowledges that in the event that the Product is used for purposes other than the specific activities it was designed for or any other uses for which FieldTurf gives its written authorization, it being understood that FieldTurf has tested the Product for use in connection with these activities and may not have tested it for other uses, FieldTurf shall not be responsible for any and all damages incurred and any warranties registered will become null and void.

The Owner hereby acknowledges that the Product may be protected by patents worldwide.

The Owner undertakes to carry on the proper maintenance of the Product as described in the maintenance guidelines, which will accompany the Warranty.

1.800.724.2969 | Info@fieldturf.com | fieldturf.com

Schedule B
Supplier's Pricing Proposal dated October 3, 2025

DRAFT

PRICING PROPOSAL



HARRISBURG PARKS & REC



October 3, 2025

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled turf system:

BASE BID

FIELD NAME	Harrisburg Park Fields 1 & 2
TURF SYSTEM	Vertex CORE 2" (FTVTP2-CORE)
SQUARE FOOTAGE	Approximately 183,591 SF
FIELD MARKINGS	Inlaid Soccer Markings
TOTAL PRICE	\$1,996,326.00
Estimated Sales Tax @ 7.25%	\$144,734.00
Total Project	\$2,141,060.00

ALTERNATE PRICE

ADD Alternate No. 1: Light Pole Relocation	LUMP SUM
Relocate existing two light poles	\$ 200,000.00

ADD Alternate No. 2: CoolPlay	LUMP SUM
Add CoolPlay top layer	\$ 91,795.50

ADD Alternate No. 3: Tick Marks	LUMP SUM
Install Tick Marks	\$ 3,300 per set of tick marks

PRICING PROPOSAL

ADD Alternate No. 4: Midfield Logo	LUMP SUM
Install Midfield Logo approximately 30' x 30'	\$ 10,000.00

DEDUCT Alternate No. 5: Remove Soccer Markings	LUMP SUM
Remove full inlaid soccer markings	(\$ 7,000.00) / full set of markings

See Exhibit A for Project Cost Schedule, with allowances and contingency

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Vertex CORE 2" (FTVTP2-CORE) system, with the following product characteristics:

- ▶ **Pile Height:** 2 Inches
- ▶ **Infill Weight:** 3.65lbs sand & 2.6lbs cryo per sq.ft.
- ▶ **Pile Weight:** 39 oz/yd²
- ▶ **Total System Weight:** 960 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

Site Work

- a) Design/Engineering

GENERAL CONDITIONS

- b) Mobilization
- c) Layout/Containers
- d) Hotels

SEDIMENT & EROSION CONTROLS

- e) Sediment & Erosion Controls
- f) Install SCE

EXCAVATION

- g) Excavation to Subgrade w/in +/- .10' of Final Subgrade
- h) Laser Grade Subgrade

CONCRETE

- i) Sawcut
- j) Install 6" x 12" Concrete Curb

DRAINAGE

- k) S&I 10" Perf HDPE Perimeter Drain
- l) Outlet Control Structure

PRICING PROPOSAL

STONE BASE

- m) S&I 4 oz Geotextile Fabric
- n) S&I 5" # 57 Base Stone
- o) S&I 1" # 8 Finish Stone
- p) Laser Grade Finish Stone

Synthetic Turf

- q) Installation of the artificial in-filled grass surface upon a suitable base.
- r) A 10- year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface.
- s) Inlaid Soccer Markings (1 per field).
- t) 1 GMAX test per field (2 total).
- u) 1 FieldTurf FieldSweep.
- v) Payment and Performance Bond Fees.
- w) **Use Tax on FieldTurf Materials (Owner to provide E-595E for Use Tax Exemption [E-595E](#) [NC Exempt Entity Form](#) if applicable.)**

PRICE DOES NOT INCLUDE:

- a) The supply, replacement, installation and/or modification of the field edging.
- b) Any costs associated with necessary changes relating to the delineation of the field.
- c) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers.
- d) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- e) The design and implementation of a storm water pollution prevention plan.
- f) Site security.
- g) Silt fencing and any other fencing.
- h) Boring for utilities.
- i) Any electrical work.
- j) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- k) Asphalt paving.
- l) Track surfacing, unless otherwise specified.
- m) Installation of manholes, junction boxes, gabions, concrete rip rap, storm drainage not related to the field construction, grate inlets and reinforced concrete pipe.
- n) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- o) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- p) Site sodding, landscaping or grow-in.

PRICING PROPOSAL



- q) Permit fees, Inspection fees.
- r) **Sales Tax on FieldTurf Materials (Owner to provide E-589CI Affidavit of Capital Improvement for Sales Tax exemption)** [E-589CI Form to Support Capital Improvement](#)
- s) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The price of the base preparation is subject to increase in the event FieldTurf encounters any of the following site conditions: soil contamination; bedrock; unknown utilities; underground springs; unstable or unsuitable ground; and any concealed or unknown conditions.

The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding

DRAFT

Please feel free to reach out to any member of our project team with questions about our offer:

Maggie Smith

Project Manager

419-309-0821

maggie.smith@fieldturf.com

Patrick Zeni

Regional Sales Manager

839-500-8368

patrick.zeni@fieldturf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per:

Darren Gill, Executive Vice-President
FieldTurf North America / Tarkett Sports

PRICING PROPOSAL



CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf preferred payment terms are progress payments. Such progress payments shall be billed monthly and shall be payable within thirty (30) days from invoicing.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



Exhibit A

Purchase Price	\$ 1,996,326.00
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Add Alternates:

Light Pole Relocation Allowance (Will use Harrisburg poles - Estimate includes cost of new poles)	200,000.00
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CoolPlay Top Layer	91,795.50
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Install Midfield Logo	10,000.00
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Install Tick Marks Allowance (\$3,300 per set of tick marks - qty 8 assumed)	26,400.00
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Remove Field Stripes (\$7,000 deduct, if elected by Harrisburg)	-
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Project Contingency	175,478.50
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Total Project (Maximum Cost)	<u>2,500,000.00</u>
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Sales Tax - 7%	175,000.00
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Total Contract Value, including allowances	<u><u>\$ 2,675,000.00</u></u>
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TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of the FY2026 Powell Bill Street Resurfacing Contract with Ram Pavement Services, Inc.

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to approve the contract with Ram Pavement Services, Inc. totaling \$622,638.45 for the FY2026 Powell Bill Street Resurfacing Project

Description/Background:

Each year, the Town conducts street resurfacing to maintain the life and quality of the Town's transportation network. This year's project encompasses street resurfacing of Galvan Way, Coral View Drive, Silverwood Drive, Bollenbecker Drive, Spring Court Lane, Cotton Street, Cabana Way, Gin Court, Sea Island Lane, Wills Run Place, Peachgrove Court, Fruitwood Court, Dell Drive, Torquay Drive and portions of Founders Way, Ford Street, Apple Glen Drive, Harrisburg Industrial Park Drive, and Berry Ridge Drive. This is the first year of the 3-year pavement management plan as presented to Council in September.

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

Recommendation:

Staff recommends award of the contract in the amount of \$622,638.45 to Ram Pavement Services, Inc. for the FY2026 Powell Bill Resurfacing Contract.

Fiscal Impact:

The fiscal impact of this project is \$622,638.45. This project is fully funded by the State's Powell Bill program, which provides financial assistance to municipalities for municipally-maintained streets. In FY2026, Powell Bill Funding received by the Town is projected to be \$725,000.

This project requires formal bidding procedures, which were carried out as required. This public bid process produced a low, responsive bidder of Ram Pavement Services, Inc., of the five total bids received. The attached contract has been approved by the Town attorney.

Attachments:

1. 2025 Fall Paving Bid Tab
2. 2025 Fall Paving Contract



Project 2025 Fall Resurfacing Project
Date Opened 9/19/2025 2:00pm

				Carolina Curb & Gutter, LLC. 125 Gibson Court Dallas, NC 28034		RAM Pavement PO Box 1379 Pineville, NC 28173		Abernethy Contracting 9824 Brookford St. Charlotte, NC 28273		Blythe Brothers Asphalt Co. 1415 E. Westinghouse Blvd. Charlotte, NC 28273		Hux Contracting, LLC. 798 NC Hwy 109 N. Troy, NC 27371	
Bid Item	Item Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	Lump Sum	\$ 35,000.00	\$ 35,000.00	\$ 21,375.00	\$ 21,375.00	\$ 32,000.00	\$ 32,000.00	\$ 38,000.00	\$ 38,000.00	\$ 35,000.00	\$ 35,000.00
2	Traffic Control	1	Lump Sum	\$ 64,000.00	\$ 64,000.00	\$ 25,312.00	\$ 25,312.00	\$ 70,000.00	\$ 70,000.00	\$ 41,400.00	\$ 41,400.00	\$ 15,500.00	\$ 15,500.00
3	Milling of Existing Pavement - 1 - 1/2"	41,200	SY	\$ 3.50	\$ 144,200.00	\$ 3.15	\$ 129,780.00	\$ 2.25	\$ 92,700.00	\$ 3.65	\$ 150,380.00	\$ 3.65	\$ 150,380.00
4	Tack Coat	2,472	GAL	\$ 9.00	\$ 22,248.00	\$ 3.50	\$ 8,652.00	\$ 5.50	\$ 13,596.00	\$ 3.00	\$ 7,416.00	\$ 3.75	\$ 9,270.00
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	41,200	SY	\$ 11.75	\$ 484,100.00	\$ 9.25	\$ 381,100.00	\$ 10.75	\$ 442,900.00	\$ 11.00	\$ 453,200.00	\$ 12.98	\$ 534,776.00
6	Thermoplastic Pavement Marking Stop Bars (90 mils)	19	EA	\$ 275.00	\$ 5,225.00	\$ 150.00	\$ 2,850.00	\$ 185.00	\$ 3,515.00	\$ 250.00	\$ 4,750.00	\$ 288.00	\$ 5,472.00
7	Thermoplastic Pavement Marking Crosswalk Keys (90 mils)	16	EA	\$ 275.00	\$ 4,400.00	\$ 170.00	\$ 2,720.00	\$ 65.00	\$ 1,040.00	\$ 250.00	\$ 4,000.00	\$ 288.00	\$ 4,608.00
8	Thermoplastic Pavement Marking Line (4" width, 90 mils)	5,500	LF	\$ 2.00	\$ 11,000.00	\$ 1.20	\$ 6,600.00	\$ 1.65	\$ 9,075.00	\$ 1.80	\$ 9,900.00	\$ 2.10	\$ 11,550.00
9	Thermoplastic Pavement Marking Symbols (90 mils)	8	EA	\$ 195.00	\$ 1,560.00	\$ 200.00	\$ 1,600.00	\$ 195.00	\$ 1,560.00	\$ 185.00	\$ 1,480.00	\$ 213.00	\$ 1,704.00
10	Incidental Patching	100	TON	\$ 225.00	\$ 22,500.00	\$ 130.00	\$ 13,000.00	\$ 175.00	\$ 17,500.00	\$ 250.00	\$ 25,000.00	\$ 250.00	\$ 25,000.00
Contract Price					\$ 794,233.00		\$ 592,989.00		\$ 683,886.00		\$ 735,526.00		\$ 793,260.00
5% Contingency					\$ 39,711.65		\$ 29,649.45		\$ 34,194.30		\$ 36,776.30		\$ 39,663.00
Total Contract Price					\$ 833,944.65		\$ 622,638.45		\$ 718,080.30		\$ 772,302.30		\$ 832,923.00

CONTRACT FOR 2025 FALL RESURFACING

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. This improvement project shall consist of milling approximately 2.84 miles of 2-lane road to a depth of 1.5" and resurfacing with 1.5" of surface course asphalt. The subject roads to be milled and resurfaced are Galvan Way, Founders Way, Silverwood Drive, Coral View Drive, Ford Street, Bollenbecker Drive, Spring Court Lane, Cotton Street, Gin Court, Sea Island Lane, Cabana Way, Wills Run Place, Apple Glen Drive, Peachgrove Court, Fruitwood Court, Berry Ridge Drive, Dell Drive, Torquay Drive, and Harrisburg Industrial Drive. The project also consists of 19 thermoplastic stop bars and restriping all existing pavement markings on the roadways specified in the bid documents. Also included in the project is 100 tons of incidental patching, to be identified by the Town of Harrisburg at the time of the project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. The Work will be completed and ready for final payment on or before December 19, 2025.

3.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 3.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$200 for each calendar day that expires after the Contract Time for final completion.

3.03 Delays in Contractor's Progress

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

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

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

Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price
1	Mobilization	1	LS	\$21,375.00	\$21,375.00
2	Traffic Control	1	LS	\$25,312.00	\$25,312.00
3	Milling of Existing Pavement - 1 - 1/2"	41,200	SY	\$3.15	\$129,780.00
4	Tack Coat	2,472	GAL	\$3.50	\$8,652.00
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	41,200	SY	\$9.25	\$381,100.00
6	Thermoplastic Pavement Marking Stop Bars (90 mils)	19	EA	\$150.00	\$2,850.00
7	Thermoplastic Pavement Marking Crosswalk Keys (90 mils)	16	EA	\$170.00	\$2,720.00
8	Thermoplastic Pavement Marking Line (4" width, 90 mils)	5,500	LF	\$1.20	\$6,600.00
9	Thermoplastic Pavement Marking Symbols (90 mils)	8	EA	\$200.00	\$1,600.00
10	Incidental Patching	100	TON	\$130.00	\$13,000.00
Contract Price					\$592,989.00
5% Contingency					\$29,649.45
Total Bid Price					\$622,638.45

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. The total contract price will be an extension of the payment per unit price and shall not exceed **\$622,638.45**. The contractor may add or delete from the bid quantities.

ARTICLE 5 - INSURANCE

5.01 Insurance

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

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

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

6.02 Other Work at the Site

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

6.03 Services, Materials, and Equipment

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

6.04 Subcontractors and Suppliers

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

6.05 Licenses, Fees and Permits

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

6.06 Laws and Regulations; Taxes

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

damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

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

6.07 Safety and Protection

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

6.08 Warranties and Guarantees

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

6.09 Correction Period

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

6.10 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and any officers, directors, members, partners, employees, agents, consultants and subcontractors of the Owner from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

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

8.02 Change Orders

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

ARTICLE 9 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.01 Tests and Inspections

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

9.02 Defective Work

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

ARTICLE 10 - PAYMENTS TO CONTRACTOR

10.01 Applications for Payments:

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

10.02 Retainage

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

10.03 Review of Applications

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

10.04 Substantial Completion

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

10.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

10.06 Final Payment

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

10.07 Waiver of Claims

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

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

11.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;

- b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
- 5. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 6. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

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

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

OWNER: Town of Harrisburg, NC

CONTRACTOR: Ram Pavement Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Attn: Jonathan Young

4100 Main Street, Suite 101

Harrisburg, NC 28075

License No.: _____

(where applicable)