



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

**January 12, 2026
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. Audit Presentation - Fiscal Year 2025
- 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 December 8, 2025 Town Council Meeting
- B. Consideration of H-2025-01-Anx-The Burg Property: Certify the sufficiency of the annexation petition and call for Public Hearing to Annex a 8.1 acre property, (PID#5507912913000) located at 7155 Hickory Ridge Road, into the Town of Harrisburg.
- C. Consideration of Acceptance of 3.26 Acres of Donated Land
- D. Consideration of Contract with Kimley Horn for Traffic Impact Analysis (TIA) Services

3. COMMUNICATIONS

- A. TOWN MANAGER REPORT
- B. STAFF REPORTS
 - 1. Finance Report

2. Law Enforcement Report
3. Fire Department Report
4. Economic Development Report

C. MAYOR'S COMMENTS

1. Appointments and Committee Assignments

D. COUNCIL COMMENTS

4. **PUBLIC HEARINGS**

5. **OLD BUSINESS**

6. **NEW BUSINESS**

- A. Appointments to the 2026 Centralina Regional Council Board of Delegates
- B. 2026 Appointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarus-Rowan Urban Area Metropolitan Planning Organization (CRMPO)

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 December 8, 2025 Town Council Meeting

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

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

Description/Background:

Draft minutes of the December 8, 2025, Town Council meeting are presented for consideration.

Recommendation:

Approval

Fiscal Impact:

n/a

Attachments:

1. Minutes December 8

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, DECEMBER 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, Ron Smith, Maurice Price Jr.

**1A.
CALL TO ORDER**

Mayor Teague called the meeting to order.

**1B.
AGENDA ADOPTION**

MOTION:

Councilmember Smith made a motion to adopt the agenda as presented. Second was made by Mayor Pro-Tem Glover. **The motion passed 7-0.**

**1C.
INVOCATION**

Councilmember Thevenin conducted the invocation.

**1D.
PLEDGE OF ALLEGIANCE**

**1E.
SPECIAL PRESENTATIONS**

- 1. Harrisburg Youth Council: Grow with Harrisburg.** Introducing the 2025-2026 Town of Harrisburg Youth Council Capstone Project, titled "Grow with Harrisburg." The purpose of this project is to plant a pollinator garden in one of the parks. The goal of this project is to create a pollinator garden using native plants, building community support in local biodiversity, and providing a thriving, year-round habitat for pollinators.

- 2. 2025 Citizen's Academy Recognition.** Recognition for Jelena Krum for completing the 2025 Town of Harrisburg Citizens Academy program.

**1F.
PUBLIC COMMENT**

- Mark Monroe, 6751 River Hills Drive, Harrisburg – spoke concerning the gate at the end of Shamrock Road. The gate was removed in November, in violation of the agreement between

the Town of Harrisburg and NCDOT that was signed in 2012. NCDOT did not approve the removal. Asking that the Town work with NCDOT to get the gate replaced.

Town Manager, Rob Donham, explained why the gate was removed. The first six years of the agreement, traffic was restricted by other means, and then in 2018 a gate was installed. The gate has had many issues in the past, with people cutting the locks, etc. This fall we decided to try other means of restricting the traffic and removed the gate. Currently assessing how those are working before moving onto something else. Have spoken to NCDOT to see if there is another way to handle the situation out there without using a gate, or if there were another gate mechanism that would work better. Looking at several options and have been meeting with residents out there to discuss this as well.

2.

CONSENT AGENDA

- A. Consider the minutes of the November 10, 2025, Town Council Meeting
- B. Consider the minutes of the November 6, 2025, Town Council Work Session
- C. Consider approval of the 2026 Town Meetings Calendar
- D. Consideration of contract with Nu-Pipe for the Piccadily Lane Culvert Rehabilitation

MOTION:

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

3A.

PUBLIC HEARING

Conduct a public hearing to consider extending an Annexation Agreement between the Town of Harrisburg and the City of Charlotte. The Town of Harrisburg and City of Charlotte have been parties to an annexation agreement since January 1, 2006, for a period of 10 years. The agreement was extended by both parties on January 1, 2016, and is set to expire on January 1, 2026. Town staff reached out to Charlotte to inquire about extending the annexation agreement between the two jurisdictions. Charlotte agreed and the attorneys for both Harrisburg and Charlotte have developed the annexation agreement attached to this report for approval. Charlotte is considering the agreement on their end and is planned to adopt at a future meeting.

The public hearing was opened.

Speaking: none

The public hearing was then closed.

MOTION:

Councilmember Cotell made a motion to adopt an ordinance approving an annexation agreement between the Town of Harrisburg and the City of Charlotte, effective from 2026 to 2036. Second was made by Councilmember Price. **The motion passed 7-0.**

4A.

OLD BUSINESS

None

5A.

COMMUNICATIONS

Town Manager Report

- Presented the 2025 State of the Town and Quarterly Report. The Quarterly Report is available on the Town's website.

5B.

COMMUNICATIONS

Finance Report

Finance Director Brian Lee presented the Finance report.

5C.

COMMUNICATIONS

Law Enforcement Report:

Captain Sherry Nash presented the Law Enforcement report.

5D.

COMMUNICATIONS

Fire Department Report:

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

5E.

COMMUNICATIONS

MAYOR'S COMMENTS

- Council please be on the lookout for an email from me. I will list out what the opportunities are for serving on various committees and such. You can rank them in order of your interest, and we will make those assignments at the January meeting.
- Thank you to everyone who came out to the Christmas Tree Lighting on Friday, and also our sponsors, vendors, and community. That's a wrap on another fabulous year of events planned with our Parks and Recreation department, so kudos to them for twelve months of lots of activity.

5G.

COMMUNICATIONS

COUNCIL COMMENTS

Mayor Pro-Tem Glover

- Asked about opportunities for food assistance in the community that was talked about last month. Rob Donham stated that as a municipality, we are not directly empowered with the ability to do that. We may partner with a private entity through a 501(c)(3), but we cannot give cash. The only partnership we could ever have is if we hired someone to perform a service. Counties are permitted to do things like this because they work with health and human services, so they can do direct spending, but public expenditure in that realm is not permitted for municipalities except in emergency cases, and that must be through an outside contracted source. There is a pretty stringent and cost prohibitive auditing process associated with that.
- Recently had our RMS Board of Trustees quarterly meeting and there are a couple of things that we need to make sure we are doing correctly. Especially with us doing our One Harrisburg Plan and updating the UDO, because they are seeing a lot of denial of claims because things are

outdated. We talked about FEMA reimbursement last month, but it's even becoming that way with municipal claims. There was also a suit from a municipality that they lost over candy items being thrown out at a parade. So we really need to revisit that as we look at planning for our July 4th, and the last part of that is ensuring that our insurance is specific to our special events just to make sure that we are covered as we partner with people in the community or as we host events.

- The final thing I want to discuss is, when we look at the Town of Harrisburg, I consider it a privilege to be able to represent people here, and our Code of Conduct, line number 5, it says, "we want to make sure we are inspiring confidence as we govern within our town". I think that we are in a rare time, where this is the third time there will be an appointment to a seat on our Council. This resolution was established in 2001 and updated in 2015. I think it's fair, especially in the spirit of all things being transparent, that we establish the policy or practice of how seats are going to be appointed so that when things like this happen, everyone knows what to expect. The two previous appointments have happened very differently, but for our community, we need to establish what that is going to look like going forward. As a part of that, with our Harrisburg Code of Ordinances it says in the mayor's absence, who steps in and what does that look like? That is not what it has been and in the role of Mayor Pro-Tem, I totally understand that it is not written anywhere what the precedence has been for the Town. However, it has been that the highest vote getter is the person that is given that title. It is my understanding in speaking with folks from previous Councils that this has not come into question except for when I won and now with our current candidate who will be sworn in here in just a little bit, Dr. Erin Banks. So I think it is also important too, if that is what the precedence has been and we continue to move that forward, just put that in writing so there's no longer a question. There was a question when I won, I don't know where it's coming from, but the questions have come up again. Ensuring those roles are filled as what is outlined, and again, to ensure that we are inspiring the confidence of the people that are trusting us to make decisions on their behalf.

Discussion followed by all the Councilmembers. It was noted that putting it in writing would only apply to the current Council as they could not bind future Councils to this. Each Mayor and Council can choose how this is handled and may change any policy that was set forth by a previous Council.

Mayor Pro-Tem Glover asked that this be a discussion in a future Council workshop.

Councilmember Thevenin

- Thanked everyone for the last three years. It has been an honor to serve with you all on this Council and to serve the Town. I tried to do my best and look forward to the future of Harrisburg. Rob, you put out an incredible report, and kudos to our staff, you don't hear it enough from Council, but we see how hard you work, and none of these numbers would have made any difference without you, it's all because of the work you put in, so thank you very much.

Councilmember Faw

- Thanked Mike for his service. I know your heart and I can't thank you enough. I see you show up, when it's raining and cold, you're always there.

- Ian, thank you for your mentorship. Going to a better place, I guess. Take us with you when you go, and don't let them forget about Harrisburg. You bring a wealth of experience.
- Maurice, I appreciate your mentorship and leading along the way. I know you couldn't always be here at the end, but I really appreciate getting to know you.
- Altyn, congratulations to you.
- Mayor, congratulations to you as well.
- Congratulations to our new members. See what you are signing up for? It's going to be fun. We welcome you and look forward to getting to know you.

Councilmember Smith

- Maurice, I always want a seat at your table. You started this by inviting us to your table. Brother, I will always want to be at your table. Thank you for your service and thank you for your friendship.
- Mike, you know where my heart is. I always like Mike. I love you like a brother.
- Ian, get a Kevlar vest, a fire suit, because your work is going to be cut out for you. I am sure we will call on you as we need you but thank you for stepping into that role.

Councilmember Price

- I never expected to be in a place like this because I come from a land where these things don't happen. I come from a place where we don't sit at a table like this. Where drama is created so you can make an excuse to do what you do. I never thought that I would find the friends that I have here. Warriors, people with hearts and passions, wisdom. I have no politically correct words. I have no politically correct character, and I never expected to be accepted here. I was more than accepted and it has been an honor to serve you. I apologize for the last eighteen months. I just haven't been able to be here. I was telling the mayor earlier if it were not for certain circumstances, I would have sold my house a year ago and left, but I love this town. Some things are about to change so you will see me. I will be sitting out there, but I thank you. It's been an honor to serve. It truly has, and Rob, what you have done, I wish I could take you back to the land I come from so you could do it there. It has been truly a pleasure to watch you guys, all of you. Just to see what you do, it's amazing.

1. Acceptance of resignation of Councilmember Ian Patrick.

Councilmember Patrick read a very moving resignation letter to Council. He thanked Council, Staff, Rob, and the residents of Harrisburg. He has been appointed to the County Commission to fill the seat of the late Lynn Shue. Mr. Patrick was presented a plaque for his service to the Town.

2. Oath of Office for Town Councilmembers and Mayor.

Outgoing Councilmembers Maurice Price and Mike Thevenin were presented plaques for their service to the Town.

Mayor Jennifer Teague, and Councilmember Altyn Cotell were sworn in for their second terms of office. Newly elected Councilmembers, Dr. Erin Banks and Lex Thomas, were sworn in to their first term of office.

Town Manager, Rob Donham, suggested that due to Ian Patrick's resignation, we will add a New Business item to the agenda to consider an appointment to fill the vacated seat.

6A.

NEW BUSINESS

Consideration of Appointment to Fill the Remainder of Ian Patrick's Term on Town Council.

Discussion was held to determine who should be appointed to fill Ian Patrick's seat on Council. Due to the election being held just last month, and Mike Thevenin losing his seat by only five votes, it would seem that he would be the logical choice to appoint. After some discussion, the following action was taken:

MOTION:

Councilmember Cotell made a motion to appoint Mike Thevenin to fill the remainder of Ian Patrick's term on Town Council. Second was made by Councilmember Faw. **The motion passed 6-0.**

Mike Thevenin was then sworn in to serve the remainder of Ian Patrick's term on Council.

7.

ACTION ITEMS

- Look into the candy throw at July 4th parade
- Look into Property and Liability coverages
- Seat appointments – will send out information

8.

CLOSED SESSION

None

9.

ADJOURNMENT

MOTION:

There being no further business, Mayor Pro-Tem Glover made a motion to adjourn the meeting. Second was made by Councilmember Smith. **The motion passed 7-0.**

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of H-2025-01-Anx-The Burg Property: Certify the sufficiency of the annexation petition and call for Public Hearing to Annex a 8.1 acre property, (PID#5507912913000) located at 7155 Hickory Ridge Road, into the Town of Harrisburg.

Presenting Personnel:

Shelley DeHart, Assistant Planning Director

Suggested Motion or Action:

Motion to accept the Certificate of Sufficiency and adopt the Resolution fixing the public hearing date for Petition H-2025-01 Anx for the February 9, 2026 Town Council Meeting at 6:00 p.m.

Description/Background:

The property owner of a parcel located at 7155 Hickory Ridge Road (PID#5507912913000) has petitioned to annex into the Town jurisdictional boundaries. The 8.1-acre property is developed and is home to "The Burg" Church. The subject property is located within the Extraterritorial Jurisdiction (ETJ) area of the Town and has Residential Estate (RE) zoning that supports its operations at this time.

Pursuant to a Resolution Directing the Town Clerk to Investigate the Annexation Petition on May 13, 2024, the Town Clerk presents the Certificate of Sufficiency and a Resolution fixing the public hearing for the subject annexation petition for February 9, 2026.

Recommendation:

Staff recommends accepting the Certificate of Sufficiency and Adopting the Resolution Fixing the Public Hearing Date for February 9, 2026, at 6:00 p.m.

Fiscal Impact:

N/A

Attachments:

1. Annexation Application_The Burg
2. Certificate of Sufficiency
3. Resolution Fixing Date of Public Hearing - 7155 Hickory Ridge Road

Annexation Application

1. Request for Annexation

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

2. Property Information

a. Property Location/Address: 7155 Hickory Ridge Road, Harrisburg, NC 28075

b. Tax Map and Parcel Number (PIN): 55079129130000

c. Current Zoning: RE

d. Current Land Use: Religious Institution

e. Area to be annexed is: Contiguous Non-Contiguous

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

SEE ATTACHED

3. Contact Information

a. Contact Person: Jeff Young

Company: N/A

Address: 2578 Sunberry Lane NW

City, State, Zip: Concord, NC 28027

Phone Number: 704-796-1766

Email Address: jym1a1976@gmail.com

b. Applicant Name (if different than above): Rev. Wesley Shell

Company: The Burg Church

Address: 7155 Hickory Ridge Road

City, State, Zip: Harrisburg, NC 28075

Phone Number: 704-454-5333

Email Address: wesley@theburg.church

c. Owner Name: The Burg Church

Company: The Burg Church

Address: 7155 Hickory Ridge Road

City, State, Zip: Harrisburg, NC 28075

Phone Number: 704-454-5333

Email Address: wesley@theburg.church

4. Signature of Owner(s)

Owner Name: Wesley Shell Address: 4151 Rothwood Ln, Harrisburg

Owner Signature: Wesley Shell Date: 05.14.2025

Owner Name: MARY D. GASPARINI Address: 657 HARRISON DR
CONCORD, NC 28027

Owner Signature: Mary D. Gasparini Date: 5-14-25

Owner Name: _____ Address: _____

Owner Signature: _____ Date: _____

Owner Name: _____ Address: _____

Owner Signature: _____ Date: _____

Owner Name: _____ Address: _____

Owner Signature: _____ Date: _____

Owner Name: _____ Address: _____

Owner Signature: _____ Date: _____

Owner Name: _____ Address: _____

Owner Signature: _____ Date: _____

5. 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 the property they own is the subject of this application. I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning and Zoning Department of Harrisburg, North Carolina, and will not be returned.
I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required to process this application. I further consent to the Town of Harrisburg to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Applicant Name: Wesley Shell Submittal Date: 5/16/25

Applicant Signature: Wesley Shell

7. 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.

6. Staff Use Only:

Record of Process

Date Received: 5/14/2025

Application Number: H-2025-01

Is Application Complete? Yes No

Processing Fees 5/19/25
Fees paid on 12/22/25.

Public Hearing Date(s): TBD

Published Notice Date: _____

Mailed Notice Date: _____

Posted Notice Date: _____

Final Action Applicant Notification Mailed Date: _____

Town Staff Signature: _____

Record of Decision

Reviewed By: _____

Recommendation: Approve Deny

Final Action: Approve Deny

FILED Jan 30, 2024
AT 04:18:00 PM
BOOK 16798
START PAGE 0024
END PAGE 0026
INSTRUMENT # 01923
EXCISE TAX \$860.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$860

Parcel Identifier No.: 55079129130000 Verified By: _____ County on the _____ day of _____, 20__

By: _____

Mail/Box to: Grantee: _____

This instrument was prepared by: Jason Goins, Attorney-at-Law

Brief description for the Index: _____

THIS DEED made this 23 day of January, 2024, by and between

GRANTOR	GRANTEE
<p>Multiply Church Global, A North Carolina Non-profit Corporation A/K/A Multiply Church Gospel</p>	<p>The Burg Church</p>
<p>Address: <u>150 WARREN C COLEMAN BLDG N CONCORD, NC 28027</u></p>	<p>Property Address: <u>7155 Hickory Ridge Road Harrisburg NC 28075</u></p>

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. 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 **Cabarrus** County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

The property herein above described was acquired by Grantor by Instrument recorded in Book 16247 Page 330.

Multiply Church Gospel has been the titled owner pursuant to the above referenced deed, however, Multiply Church Gospel was never the corporate name of Multiply Church Global. Multiply Church Gospel does not exist as an entity registered with the Secretary of State of North Carolina. Such scrivener's error has been insured over by Title Connect, policy number 24-0015.

A map showing the above described property is recorded in Plat Book , Page .

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:

Any easements, restrictions or rights of way of record.
2024 ad valorem taxes.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand the day and year first above written.

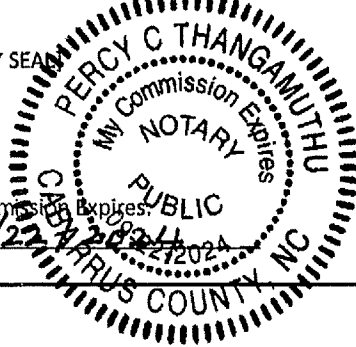
Multiply Church Global:

Danny Bass (SEAL)
Name: Danny Bass
Title: Chief Financial Officer

STATE OF NORTH CAROLINA, COUNTY OF CABARRUS

I, the undersigned, a Notary Public of the state of NC and county of CABARRUS, certify that Danny Bass personally appeared before me this day and acknowledged that (s)he is Chief Financial Officer of Multiply Church Global, and that (s)he, in that capacity, being authorized to do so, executed the foregoing instrument. Witness my hand and Notarial Seal this 23 day of JANUARY, 2024.

[NOTARY SEAL]



Percy C Thangamuthu
Print Name: PERCY THANGAMUTHU

My Commission Expires 9/22/2024

EXHIBIT A

Lying and being in Cabarrus County, North Carolina, and being more particularly described as follows:

Lying and being in Number One (1) Township of Cabarrus County, North Carolina on the East side of Hickory Ridge Road (SR 1138), adjoining the property of Lloyd Quay, Jr. and others, Being a part of the property of Joe L. Sims (Deed Book 258, Page 30), and being more fully described as follows:

BEGINNING at a railroad spike in or near the centerline of Hickory Ridge Road, a corner in the line of Lloyd Quay Jr. (Deed Book 443, Page 416), and a new corner in the line of Joe L. Sims, and runs thence with the centerline of Hickory Ridge Road three (3) lines as follows: First, North 39-18-01 West 487.37 feet to a point; thence Second, North 36-01-20 West 188.48 feet to a point; thence Third, North 37-26-39 West 306.84 feet to a nail set in or near the centerline of Hickory Ridge Road, a corner of Cabarrus County (Deed Book 571, Page 150; thence with the line of Cabarrus County and two (2) tracts of Yates M. McCachern (Deed Book 416, Page 341, and Deed Book 726, Page 331) and generally with Back Creek nine (9) lines as follows: First, North 77-55-20 East 161.91 feet to a point; thence Second, North 42-54-058 East 136.20 feet to a point; thence Third, North 72-51-57 East 78.97 feet to a point; thence Fourth, North 85-28-46 East 51.34 feet to a point; thence Fifth, South 68-31-50 East 45.37 feet to a point; thence Sixth, North 39-24-25 East 75.59 feet to a point; thence Seventh, South 38-31-01 East 116.72 feet to a point; thence Eighth, South 83-30-07 East 58.11 feet to a point; thence Ninth, South 70-49-27 East 132.00 feet to a point in Back Creek (evidenced by an elm tree on the South bank of the creek), in the line of Yates M. McCachern, a rear corner of Lloyd Quay Jr.; thence with the line of Quay South 07-58-30 West 842.83 feet to the point of BEGINNING, containing 8.095 acres, more or less, as surveyed and platted by Billy B. Long, P.L.S., November 13, 2003 Subject to the Right of Way for Hickory Ridge Road.

For back reference, see Deed Book 233, Page 178, Deed Book 259, Page 158, Deed Book 259, Page 159, Deed Book 258, Page 30 and Deed Book 258, Page 49, Cabarrus Registry. Also, see Estate of Eliza M. Sims who died intestate on October 19, 1945. Margaret P. Sims is now deceased.

Property Address: 7155 Hickory Ridge Road, Harrisburg, NC 28075

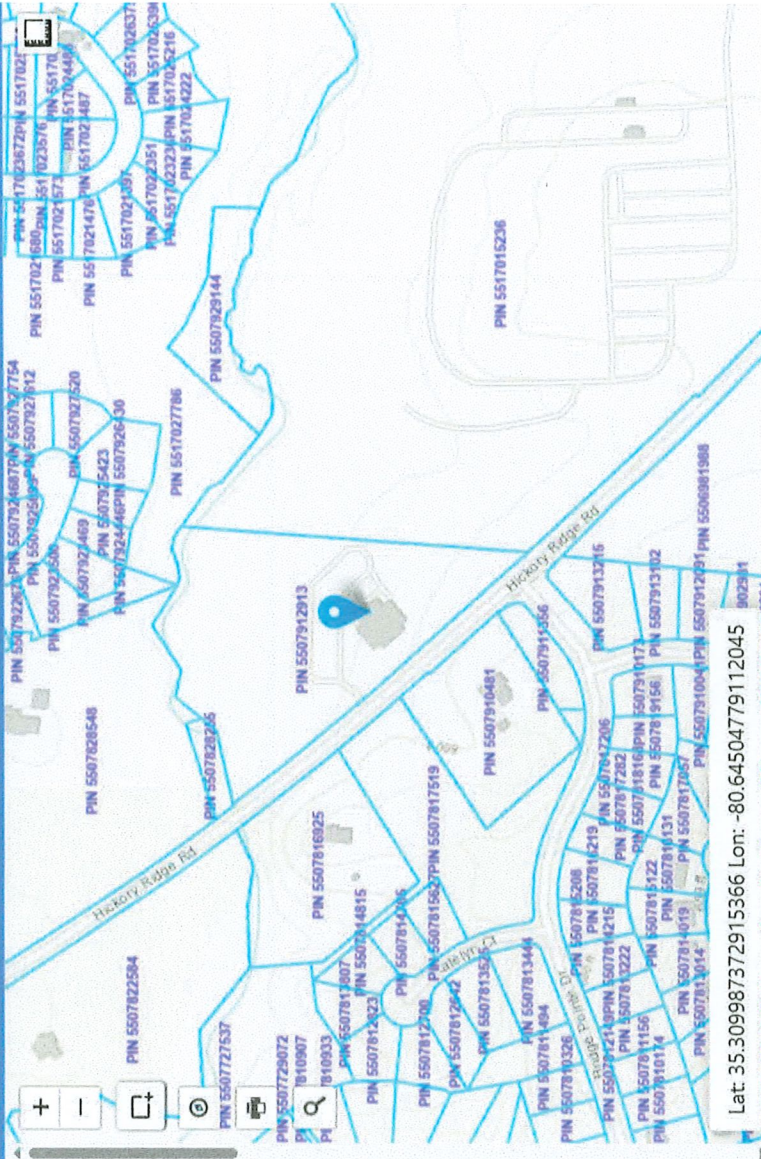
Parcel number: 55079129130000

Property Data

Physical Address: ► 7155 HICKORY RIDGE RD HARRISBURG NC 28075
 PIN: 55079129130000
 Property Real ID: 01-016 -0038.10
 CLaRIS: [More property data here](#)

Account Name: THE BURG CHURCH
 Mailing Address: 7155 HICKORY RIDGE RD HARRISBURG, NC 28075

Land Units: 8.1 AC
 Land Value: \$184460
 Building Value: \$1660170
 OBFX Value: \$63650
 Assessed Value: \$1908280
 Market Value: \$1908280



Lat: 35.309987372915366 Lon: -80.64504779112045

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 30th day of December 2025.



Janet Rackley
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 February 9, 2026.

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

Lying and being in Number One (1) Township of Cabarrus County, North Carolina on the East side of Hickory Ridge Road (SR 1138), adjoining the property of Lloyd Quay, Jr. and others, Being a part of the property of Joe L. Sims (Deed Bools 258, Page 30), and being more fully described as follows:

BEGINNING at a railroad spike in or near the centerline of Hickory Ridge Road, a corner In the line of Lloyd Quay Jr. (Deed Book 443, Page 416), and a new corner the line of Joe L. Sims, and runs thence with the centerline of Hickory Ridge Road three (3) lines as follows: First, North 39-18-01 West 487.37 feet to a point; thence Second, North 36-01-20 West 188.48 feet to a point; thence Third, North 37-26-39 West 306.84 feet to a nail set in or near the centerline of Hickory Ridge Road, a corner of Cabarrus County (Deed Book 571, Page 150; thence with the line of Cabarrus County and two (2) tracts of Yates M. McCachern (Deed Book 416, Page 341, and Deed Book 726, Page 331) and generally with Back Creek nine (9) lines as follows: First, North 77-55-20 East 161.91 feet to a point; thence Second, North 42-54-058 East 136.20 feet to a point; thence Third, North 72-51-57 East 78.97 feet to a point; thence Fourth, North 85-28-46 East 51.34 feet to a point; thence Fifth, South 68-31-50 East 45.37 feet to a point; thence Sixth, North 39- 24-25 East 75.59 feet to a point; thence Seventh, South 38-31-01 East 116.72 feet to a point; thence Eighth, South 83-30-07 East 58.11 feet to a point; thence Ninth, South 70-49-27 East 132.00 feet to a point in Back Creek (evidenced by an elm tree on the South bank of the creek), in the line of Yates M. McCachern, a rear corner of Lloyd Quay Jr.; thence with the line of Quay South 07-58-30 West 842.83 feet to the point of BEGINNING, containing 8.095 acres, more or less, as surveyed and platted by Billy B. Long, P.L.S., November 13, 2003 Subject to the Right of Way for Hickory Ridge Road.



For back reference, see Deed Book 233, Page 178, Deed Book 259, Page 158, Deed Book 259, Page 159, Deed Book 258, Page 30 and Deed Book 258, Page 49, Cabarrus Registry. Also, see Estate of Eliza M. Sims who died intestate on October 19, 1945. Margaret P. Sims is now deceased.

Property Address: 7155 Hickory Ridge Road, Harrisburg, NC 28075
Parcel number: 55079129130000

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



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Acceptance of 3.26 Acres of Donated Land

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

Motion to accept 3.26 acres of land at the intersection of Stallings Rd. and Raging Rd., with a total tax value of \$155,120.

Description/Background:

Bob Nixon, owner of Farmingdale, LLC, the developer of the Harmony Subdivision in Harrisburg, has donated 3.26 acres of land at the corner of Stallings Rd. and Raging Ridge Rd. to the Town. This donation is not part of a developers agreement or any other requirement of the subdivision, but instead, represents a charitable contribution of land to the Town for permanent ownership. There are no restrictions on the land by the donor nor by deed restriction. The donation has been recorded by the Cabarrus County Register of Deeds as of 12/29/2025 but must be accepted by the Town Council to take full effect and to properly account for the asset in the Town's financial records.

Recommendation:

Staff recommends acceptance of the land valued at \$155,120.

Fiscal Impact:

The value of land accepted of \$155,120 will be reflected in the FY2026 annual financial statements as a contributed asset. The Town will own the two parcels of land, which were previously in the Town's ETJ planning area.

Attachments:

1. Deed - Land Donation and Reference Map

FILED Dec 29, 2025 11:01 am
BOOK 17782
PAGE 0100 THRU 102B
INSTRUMENT # 29896
EXCISE TAX \$0.00
MKL

FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS

SCANNED AND RETURNED

NORTH CAROLINA NON-WARRANTY DEED

Excise Stamps: **\$0.00**

Parcel Identifier numbers: (1) **01-017-0006.13 (Lot 1)** and
(2) **01-017-0006.16 (Lot 2)**

NO TITLE OPINION

Prepared by: HOWARD S. IRVIN, Attorney
Hartsell & Williams, P.A.
Post Office Box 368
Concord, NC 28026-0368

THIS DEED is made and entered into this the 26th day of December 2025 by and between

FARMINGDALE, LLC,
A North Carolina Limited Liability Company
Post Office Box 124
Concord, NC 288026-0124

Hereinafter GRANTOR

And

TOWN OF HARRISBURG
A North Carolina Municipal Corporation
4100 Main Street, Suite 101
Harrisburg, NC 28075

Hereinafter GRANTEE

15
PPS 26-

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 being more fully described on Legal Description attached hereto. as Exhibit "A".

The property herein conveyed does not include the primary residence of the Grantor.

For back reference, see Book 13530, Page 113, Cabarrus Registry.


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.

Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year shown herein.

SEE ACKNOWLEDGEMENT ATTACHED HERETO

FARMINGDALE, LLC
A North Carolina Limited Liability Company

By:  (Seal)
Robert W. Nixon
Member/Manager

State of North Carolina
Cabarrus County

I, Howard S. Irvin, the undersigned Notary Public of the County and State aforesaid certify that the following person personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purposes stated therein and in the capacity as indicated:

Robert W. Nixon, Member/Manager of Farmingdale, LLC, a North Carolina Limited Liability Company.

WITNESS my hand and notary stamp, this the 26th day of December 2025.


Howard S. Irvin
Notary Public

My Commission Expires:
June 17, 2027

(Notary Stamp)



EXHIBIT "A"

TRACT ONE:

Township 1, Tax Map 17, Parcel 6.13

Lying and Being the City of Harrisburg, Number One (1) Township of Cabarrus County, North Carolina on the Southern side of Stallings Road and being a 1.13 acre parcel designated as Lot 1 as shown on the plat entitled "**MARGARET ANN STALLINGS PROPERTY AND PARCEL #1, 'RAGING ROAD R/W' PLAT**" as same is shown on map recorded in Map Book 68, Page 28, Cabarrus County Registry, to which reference is hereby made for a complete description thereof by metes and bounds.

TRACT TWO:

Township 1, Tax Map 17, Parcel 6.16

Lying and Being in the City of Harrisburg, Number One (1) Township of Cabarrus County, North Carolina on the Southern side of Stallings Road and Being a 2.13 acre parcel designated as Lot 2 as shown on the plat entitled "**MARGARET ANN STALLINGS AND PARCEL #2, 'RAGING RIDGE ROAD R/W' PLAT**" as same is shown on map recorded in Map Book 68, Page 28, Cabarrus County Registry. To which reference is hereby made for a complete description thereof as to metes and bounds.



31386014532584 Lon: -80.63505601272607



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract with Kimley Horn for Traffic Impact Analysis (TIA) Services

Presenting Personnel:

Shelley DeHart, Assistant Planning Director

Suggested Motion or Action:

Motion to approve the contract with Kimley Horn for \$75,200 for a Traffic Impact Analysis for the Atrium Health Hospital Expansion.

Description/Background:

The attached contract is associated with the Atrium Health Hospital Expansion project. The project requires a traffic impact analysis (TIA) be prepared in accordance with Town regulations and policy. This requires the TIA be prepared by the Town's transportation consultant, Kimley Horn, and is to be paid for by the applicant, Atrium Health. Although the applicant is responsible for associated costs, the contract is between the Town and Kimley Horn. The Town collects the TIA cost prior to executing the contract, and pays the associated invoices as they are received for the services.

The Town's policy requires all contracts over \$50,000 be presented to Town Council for approval. The cost for the TIA is \$75,200 and these funds have been paid for by the applicant to the Town on 12/9/2025.

Recommendation:

Staff recommends approval of the contract.

Fiscal Impact:

There is no net fiscal impact to the Town with revenue received from Atrium Health equal to the expenditure made with Kimley Horn.

Attachments:

1. 2025-10-31_Atrium Expansion TIA Letter Agreement
2. Receipt #R00846576 TIA



October 31, 2025

Shelley DeHart, AICP
Town of Harrisburg
4100 Main Street
Suite 102
Harrisburg, NC 28075

Re: Letter Agreement for Professional Services for
***Atrium Expansion Traffic Impact Analysis
Rock River Road, Harrisburg, North Carolina***

Dear Shelley:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) submits this Letter Agreement (“Agreement”) to the Town of Harrisburg (“Client”) for providing transportation engineering services related to the evaluation of the proposed Atrium Expansion development, located in the northeast quadrant of the Rocky River Road/Stafford Road intersection in Harrisburg, North Carolina (“Project”).

Project Understanding

It is our understanding that the applicant is proposing a new development located in the northeast quadrant of the Rocky River Road/Stafford Road intersection in Harrisburg, North Carolina which is anticipated to trigger the Town of Harrisburg’s traffic impact analysis (TIA) thresholds. Three (3) phases comprising of 75,000 square feet (SF) of medical office space and 96 hospital beds total (215,000 SF), are being proposed with two (2) new access points along Starwood Drive. This development will expand upon the existing 29,166 SF free-standing emergency department.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – TIA Scoping

In June 2025, Kimley-Horn obtained the proposed site plan from the applicant that included land uses, densities, and proposed access points.

One (1) trip generation analysis was calculated based on the June 2025 conceptual site plan provided by the applicant which was included in the initial Memorandum of Understanding (MOU). Traffic generation rates were based on data provided by the Institute of Transportation Engineers’ (ITE) *Trip Generation, 11th Edition*.

One (1) overall/external trip distribution was determined based on available average daily traffic (ADT) and intersection peak-hour counts, site layout, surrounding land uses, and coordination with agencies and the applicant.

Kimley-Horn reviewed available planning documents to determine planned transportation improvements within the study area.

Kimley-Horn coordinated with Town and North Carolina Department of Transportation (NCDOT) staff to determine future approved developments to be included in the background traffic volume development of the TIA.

Kimley-Horn prepared a draft MOU outlining the understood scope of the project to review at the TIA Scoping Meeting. Kimley-Horn attended one (1) TIA Scoping Meeting on June 25, 2025, with the Client and NCDOT to discuss the scoping parameters for the TIA specific to the site and proposed development.

Based on the scoping meeting, it was determined the site plan was to be updated by the applicant. In October 2025, Kimley-Horn obtained an updated site plan, and a phased trip generation analysis was calculated using data provided by the ITE *Trip Generation, 11th Edition*. Kimley-Horn will finalize the MOU outlining the understood scope of the project to be signed by the Client, NCDOT, and applicant.

Task 2 – Background Data Collection

Kimley-Horn will collect weekday AM (7:00-9:00) and PM (4:00-6:00) peak period turning movement counts (TMCs) for the following intersections:

- Stafford Road and Access B (Existing Ambulance Access)
- Starwood Drive and Charlotte Dermatology Driveway
- Starwood Drive and DaVita Hickory Ridge Dialysis Driveway (southern)
- Starwood Drive and DaVita Hickory Ridge Dialysis Driveway (northern)

Kimley-Horn will collect weekday 13-hour (7:00 AM-6:00 PM) TMCs for the following intersections:

- Rocky River Road and Starwood Drive
- Farmington Ridge Parkway and Caldwell Road

Kimley-Horn will obtain previously collected TMCs (May 2025) at the following intersections:

- Rocky River Road and I-485 Inner Loop
- Rocky River Road and I-485 Outer Loop
- Rocky River Road and Farmington Ridge Parkway/Plaza Road Extension
- Rocky River Road and Stafford Road
- Rocky River Road and Access A
- Rocky River Road and Starwood Drive
- Rocky River Road and Robinson Church Road
- Stafford Road and Access C

Up to one (1) site visit will be performed to observe traffic operations and collect background information, consisting of photographs, intersection laneage, posted speed limits, and traffic control operations.

Crash data from the most recent three (3) years will be obtained from NCDOT or the Town for all

existing study intersections.

Task 3 – Traffic Analysis and TIA Report

The study area is assumed to include the following intersections:

1. Rocky River Road and I-485 Inner Loop
2. Rocky River Road and I-485 Outer Loop
3. Rocky River Road and Farmington Ridge Parkway/Plaza Road Extension
4. Rocky River Road and Stafford Road
5. Rocky River Road and Access A (Existing)
6. Rocky River Road and Starwood Drive
7. Rocky River Road and Robinson Church Road
8. Farmington Ridge Parkway and Caldwell Road
9. Stafford Road and Access B (Existing Ambulance Access)
10. Stafford Road and Access C (Existing)
11. Starwood Drive and Access D (Phase 1)
12. Starwood Drive and Access E (Phase 2)

Traffic volume projections will be developed at the study intersections for the following scenarios:

- 2025 Existing Conditions
- 2028 Background Conditions
- 2028 Phase 1 Build-out Conditions
- 2030 Background Conditions
- 2030 Phase 2 Build-out Conditions
- 2035 Background Conditions
- 2035 Phase 3 (Full Build) Build-out Conditions

This scope assumes the following methodologies per coordination with the Town and NCDOT:

- Growth rate: 2%
- Six (6) approved developments (volumes to be obtained from prior TIAs, as applicable):
 - Farmington Mixed Use
 - Grantham
 - Calloway
 - Camellia Gardens
 - Preserve at Litchfield
 - Blume Corner
- TMCs at the intersections of Starwood Drive with Charlotte Dermatology and DaVita Hickory Ridge Dialysis Driveways will be used to determine through volumes along Starwood Drive at the proposed access points. Analysis will not be performed for these intersections.
- The Rocky River Road and Stafford Road intersection is planned to be restricted to left-over operations under 2028 background conditions upon build-out of the Preserve at Litchfield development. 2028, 2030, and 2035 background volumes will be redistributed throughout the network to reflect the intersection reconfiguration.

- The Rocky River Road and Access A intersection is planned to be restricted to right-in/right-out (RIRO) under 2028 Phase 1 build-out conditions upon build-out of Phase 1 of the proposed Atrium Health Expansion development. 2028, 2030, and 2035 background volumes will be redistributed throughout the network to reflect the intersection reconfiguration.

A detailed traffic engineering capacity analysis will be prepared for the following weekday AM and PM peak-hour scenarios:

- 2025 Existing Conditions
- 2028 Background Conditions
- 2028 Phase 1 Build-out Conditions
- 2030 Background Conditions
- 2030 Phase 2 Build-out Conditions
- 2035 Background Conditions
- 2035 Phase 3 (Full Build) Build-out Conditions

Utilizing the traffic volume developed above, a 13-hour traffic signal warrant analysis will be conducted in accordance with the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD, 11th Edition) for the following intersections:

- Rocky River Road and Starwood Drive
- Farmington Ridge Parkway and Caldwell Road

Future approved development traffic and proposed site traffic will be generated for the non-peak hours utilizing daily distribution percentages provided by ITE. Signal warrant analyses will be performed for up to three (3) phases for each intersection. The signal warrant analyses will be performed for the following MUTCD warrants:

- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour

Based on the results of the capacity analyses, auxiliary turn-lane analysis, and signal warrants, general recommendations for needed roadway and operational improvements will be developed for the study area identified above.

Utilizing the crash data obtained at the study intersections from NCDOT, a crash analysis will be prepared.

Kimley-Horn will produce a draft TIA report that presents the findings of the analysis for your review. Comments will then be incorporated into a final draft report for submittal to NCDOT and the Client. We will then incorporate one (1) set of comments from the reviewing agencies into a final TIA report. One (1) PDF copy of the final TIA report will be provided for the Client's use and distribution.

Task 4 – Meetings and Post-TIA Coordination

Kimley-Horn will prepare for and attend meetings, beyond meetings included in Tasks 1-3, as directed by the Town of Harrisburg to be billed on an hourly basis.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Additional data collection outside the assumed parameters documented above
- Additional meetings outside the assumed parameters documented above

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in **Tasks 1-3** for the total lump sum fee of \$75,200. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – TIA Scoping	\$7,800
Task 2 – Background Data Collection	\$5,700
Task 3 – Traffic Analysis and TIA Report	\$61,700

Lump sum fees for Tasks 1-3 will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the services in **Task 4** on a labor fee plus expenses basis. Labor fees will be billed on an hourly basis according to our then-current rates. Based on current information, the labor fees for Task 4 are unknown. Kimley-Horn recommends the Client establish a budget of \$5,000 for the Services under Task 4 to be used if needed. The recommended budget amount is for general budgeting purposes only and should not be interpreted as a minimum or maximum amount. Any services under Task 4 and/or additional services will not be performed without authorization from the Client.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Town of Harrisburg.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Laura Reid, P.E.
Engineer



Steve Blakley, P.E.
Senior Vice President

TOWN OF HARRISBURG

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client	Town of Harrisburg				
Mailing Address for Invoices	100 Main Street, STE 101 PO Box 100				
Contact for Billing Inquiries	Harrisburg, NC 28075				
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address	9592 Rocky River Road			
County in which Property is Located	Cabarrus			
Tax Assessor's Number(s)	55063300540000			

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name	Eugene Wright of Atruim Health			
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

From: [Harrisburg Finance](#)
To: [Carly Bedgood](#)
Subject: Receipt #R00846576
Date: Tuesday, December 9, 2025 4:37:34 PM

Town of Harrisburg
4100 Main Street, Suite 101
P.O. Box 100
Harrisburg, NC 28075

DATE : 12/9/2025 4:36 PM
OPER : 20
TKBY : 20
TERM : 20
REC# : R00846576
49564 Traffic Review Fees
ADVOCATE HEALTH- ATRIUM TIA 75200.00
Traffic Review Fees 75200.00

Paid By:ADVOCATE HEALTH- ATRIUM TIA
1 75200.00 REF:165873



TOWN OF HARRISBURG

Agenda Item Details

Title:

Appointments to the 2026 Centralina Regional Council Board of Delegates

Presenting Personnel:

Suggested Motion or Action:

Motion to reappoint Mayor Jennifer Teague to serve on the Centralina Regional Board of Delegates for calendar year 2026, and Councilmember Altyn Cotell to serve as the alternate.

Description/Background:

Each year the Town appoints members to serve on the Centralina Regional Board of Delegates. Currently, Mayor Teague is that representative and Councilmember Cotell serves as the alternate. The recommendation is to have both of these remain the same for 2026.

Recommendation:

n/a

Fiscal Impact:

n/a

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

2026 Appointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarus-Rowan Urban Area Metropolitan Planning Organization (CRMPO)

Presenting Personnel:

Suggested Motion or Action:

Motion to reappoint Ron Smith as the CRMPO TAC representative, Devin Huston as the TCC representative, and Jonathan Young as the alternate TCC representative for calendar year 2026. After selection of alternate, motion to appoint selected councilmember as the alternate CRMPO TAC representative for the calendar year 2026.

Description/Background:

Each year, the North Carolina Department of Transportation (NCDOT) requires the CRMPO to supply a list of current TAC and TCC representatives along with their alternates. At present, Councilmember Smith is the appointed member and Councilmember Price serves as the alternate to represent the Town of Harrisburg on the TAC. Currently, Devin Huston serves as the TCC representative and Jonathan Young serves as the alternate. The only change necessary for 2026 is to appoint a new alternate to the TAC to replace Maurice Price.

Recommendation:

n/a

Fiscal Impact:

n/a

Attachments:

None