



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

**February 9, 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
- F. PUBLIC COMMENT - Anyone wishing to address the Town Council may do so during the Public Comment section. Please state your name and address for the record, be courteous and do not repeat what has already been said. Please keep your comments about the subject and not personal in nature.

2. CONSENT AGENDA

- A. Consider the minutes of the January 12, 2026 Town Council Meeting
- B. 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. Transportation Report
- C. MAYOR'S COMMENTS
- D. COUNCIL COMMENTS

4. **PUBLIC HEARINGS**

- A. H-2025-01-ANX -The Burg Property Annexation: Consider a petition to annex a 8.1-acre parcel (PID#5507912913000), located at 7155 Hickory Ridge Road into the Town of Harrisburg.
- B. H-2025-02-R Foils: Request to Rezone 3.85 acre site from Neighborhood Commercial to a Conditional General Commercial Zoning District

5. **OLD BUSINESS**

6. **NEW BUSINESS**

- A. Consideration of Contract for Fireworks for the Harrisburg July 4th Celebration

7. **ACTION ITEMS**

8. **CLOSED SESSION**

- A. Council discussion of legal matters and property acquisition.

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 January 12, 2026 Town Council Meeting

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the January 12, 2026, Town Council meeting.

Description/Background:

Draft minutes of the January 12, 2026, Town Council meeting are presented for consideration.

Recommendation:

Approval

Fiscal Impact:

n/a

Attachments:

1. January 12, 2026 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, JANUARY 12, 2026
6:00 PM**

MINUTES

Mayor Jennifer Teague called the meeting to order.

PRESENT: Mayor Jennifer Teague; Mayor Pro-Tem La'Trecia Glover, Councilmembers Ron Smith, Mike Thevenin, Chris Faw, Altyn Cotell, Dr. Erin Banks, Lex Thomas

1A.

CALL TO ORDER

Mayor Teague called the meeting to order.

1B.

AGENDA ADOPTION

Amend agenda to add Item 5A - Consideration of Professional Services Contract with McGill and Associates for the design and engineering of Historic Mill.

MOTION:

Councilmember Smith made a motion to adopt the agenda with the addition of Item 5A - Consideration of Professional Services Contract with McGill and Associates for the design and engineering of Historic Mill. Second was made by Councilmember Banks. **The motion passed 7-0.**

1C.

INVOCATION

Councilmember Thevenin conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

- 1. Audit Presentation – Fiscal Year 2025.** Finance Director, Brian Lee and Kang Moua from Martin Starnes, presented the Fiscal Year 2025 audit information.

1F.

PUBLIC COMMENT

- Suzi Schoonmaker, 10449 Paper Birch Drive, Charlotte – spoke concerning Mayor Pro-Tem selection – supporting Dr. Erin Banks
- Karen Powell, 5641 Berry Ridge Drive, Harrisburg – spoke concerning industrial park near Orchard Park, Builders Resource emitting loud buzzing noise all day and night now. Wants to see if there is any way to mitigate this issue.

- Dan Redding, 4378 Bridge Pointe Drive, Harrisburg – spoke concerning the Mayor Pro-Tem selection – supporting Dr. Erin Banks
- Ian Patrick, Harrisburg – County Commissioner – new Harrisburg liaison - offered support for the Town
- Keshia Sandidge, Cabarrus County, Concord – spoke concerning consistency and equity in government – supported continuing tradition of appointing highest vote-getter in election to Mayor Pro-Tem position.
- Patrice Pribis, 6550 River Hills Drive, Harrisburg – spoke concerning concept of Historic Mill project. Not aware of the project before last month. Several concerns about the project, including flood risk, traffic, security, and whether it is a good use of taxpayer money.
- Rodney Dellinger, 3713 Ayrshire Court, Harrisburg – spoke concerning the Town’s Charter – role of Mayor Pro-Tem, and Councilmembers. Suggested Council discuss process of selecting Mayor Pro-Tem at Retreat.
- Franklin Watkins, 200 Sims Parkway, Harrisburg – spoke concerning selection of Mayor Pro-Tem. Would like to see some clarity in how selection is made and what the role involves.

2.

CONSENT AGENDA

- A. Consider the minutes of the December 8, 2025, Town Council Meeting
- B. Consider H-2025-01-Anx-The Burg Property: Certify the sufficiency of the annexation petition and call for public hearing to annex 8.1-acre property, (PID#5507912913000) located at 7155 Hickory Ridge Road, into the Town of Harrisburg
- C. Consider acceptance of 3.26 acres of donated land
- D. Consideration of contract with Kimley-Horn for Traffic Impact Analysis (TIA) services

MOTION:

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

3A.

COMMUNICATIONS

Town Manager Report

- Turf fields at Harrisburg Parks are well underway. Check out our social media, the website, or drive by yourself to see the work. We have begun taking all the soil offsite. Speaking of that, we have had a capital project on the books that hadn’t really reached the ROI to get there, and that is the parking lot at Stallings Road Park. With all this extra dirt at Harrisburg Park, we had to get rid of it somewhere, and we would have had to pay to get rid of it. Part of the cost-prohibitive part of the parking lot at Stallings Road Park was dirt. So we were able to truck it from one place to another, and Jon is using in-house forces, our Public Works folks, and our equipment to compact that. That is going to save us about \$500,000 to \$700,000 being able to do those projects concurrently.
- We also completed the trailhead for Back Creek next to The Burg Church. I would encourage everyone to get out there and walk that greenway. It’s a beautiful greenway.
- Tonight in the consent agenda you approve the donation of about four acres on the corner of Ragin Ridge and Stallings. That greenway will go through there as well.

- Attended that County Needs Assessment meeting last week. That meeting focused mostly on housing throughout the county. It was very enlightening being in that meeting and seeing the difference between the total county needs for housing versus what we see locally. Really in the county what we see is a big need on housing barriers for very different emergency needs. Needs for temporary housing for folks that have some crisis going on. Transitional housing also. These are not issues we don't experience in Harrisburg, but we don't experience them on the same scale as the rest of the county. It was interesting as we compared notes on how we are tackling housing, far away, affordability was not the highest issue. The emergency and temporary housing needs were the things talked about the most. Still working through this and will work collaboratively to see what opportunities we have throughout the county to make sure we are serving the needs of everyone.
- Comp Plan Update – this Thursday we have our housing summit here in the Council Chambers. That will be our Town Council members as well as our steering committee. We will discuss the first open house that we held, the community survey results and get some guidance for the Council and the steering committee on next steps and how we are going to approach housing as it relates to land use and the Comp Plan. That will then move us into February 12th when we have the second neighborhood meeting where we will get a look at the rest of the community survey as an entire community and we will be able to get the results of that guidance and fold that in and take a look at everything we discussed here.
- The first workshop for the budget process will be in February where we will get all our staff in and have that detailed workshop. We have been working on this since October with staff and we will continue working on it internally and with Council. That will be the first opportunity for the public to comment on it as well. There will be a couple more after that, one of which will be an all-day Saturday meeting for staff presentations, so check out our website for all those dates if you want to sit with us for those eight hours and talk about things, like the Historic Mill. We would love to have you, the more the merrier.

3B.

COMMUNICATIONS

Staff Reports

1. **Finance Report** – Finance Director, Brian Lee, presented the Finance report.
2. **Law Enforcement Report** – Captain Sherry Nash presented the Law Enforcement report.
3. **Fire Department Report** – Fire Chief, Bryan Dunn, presented the Fire Department report.
4. **Economic Development Report** – Economic Development Director, Ryan McDaniels, presented the Economic Development report.

3C.

COMMUNICATIONS

Mayor's Comments

1. **Appointments and Committee Assignments.**
Arts, Culture & Heritage Committee – Primary – Dr. Erin Banks, Alternate – Lex Thomas
Youth Council – Primary – Chris Faw, Alternate – Jennifer Teague
Parks & Recreation – Primary – La'Trecia Glover, Alternate – Chris Faw
Planning & Zoning – Primary – Mike Thevenin, Alternate – La'Trecia Glover
Board of Adjustments – Primary – Altyn Cotell, Alternate – Lex Thomas

Discussion of Mayor Pro-Tem appointment was held. The role of the Mayor Pro-Tem and current rules of appointment were discussed. Following discussion, the following action was taken:

MOTION:

Councilmember Faw made a motion to appoint Dr. Erin Banks to the Mayor Pro-Tem position. Second was made by Councilmember Glover. **The motion passed 7-0.**

Just a couple of other Council reminders – we do have a networking breakfast for elected officials hosted by Centralina Regional Council. That is on January 30th. Janet sent that email out to us last Wednesday. It is really a great opportunity to meet with other elected officials throughout our region. State Treasurer Briner will be there as well.

We attended our first quarterly summit last week and we heard from each of our five municipalities and the County. We also heard directly from a Communications panel, where our very own Communications Director Kacey Nestor was able to share with us how they communicate internally and externally with the public. That was very eye-opening to see how well they all work together amongst the different municipalities.

We also heard from our local animal shelter about the work they are doing in the County. They are a division of the Cabarrus County Sheriff's Department, and it was very helpful hearing how they operate and they also laid out some future needs.

3D.

COMMUNICATIONS

Council Comments

Councilmember Glover

- We have our celebration of Dr. Martin Luther King, Jr. coming up and there are events across Cabarrus County. Thursday, January 15th at 6:00pm will be the wreath laying ceremony at Grace Lutheran Church at 58 Chestnut in Concord, and then on Friday, January 16th at 6:00pm we will have our 4th annual Keeper of the Dream awards banquet at the Laureate Center in Kannapolis. If you are interested in tickets for this, they are still available. On Monday, January 19th we will close out our celebration with our 4th annual MLK Day parade at 11:00am, which will take us to Kannapolis where there will be a Dream Day event. There will be a career fair, college fair, as well as other civic organizations that will be there.

Councilmember Faw

- Congratulations on Stephanie Burleson. I don't know whether to congratulate her or Ryan or what, but it is a win-win all the way around. She is very talented and we are lucky to have her.
- We got some greenway grant information and forwarded that to Rob to investigate so hopefully we can get some of that.
- I can't believe a year has gone by and we didn't find any land to purchase. If we could get that done this year that would be awesome and if there is anything Council can do to help in that process, we will.

Councilmember Thevenin

- I did notice last Monday evening right around dark; there was a vehicle that entered the Back Creek Greenway. I didn't know if there is something we could do, maybe some vehicular barriers to keep vehicles from entering there, or some signage or something like that. Mr. Donham stated that we traditionally end up with some bollards there because they are traversable by our maintenance vehicles.

4A.

PUBLIC HEARINGS

None

5A.

OLD BUSINESS

Consideration of Professional Services Contract with McGill and Associates for the design and engineering of Historic Mill. The Historic Mill project is the Town's last known opportunity to preserve a piece of its history with the restoration of the Town's mill property along Rocky River. The original mill building was deconstructed in 2021, with only a few of the last timbers and artifacts preserved. The goal of this project is to bring the historic site back as an amenity that can be enjoyed again, while focusing on highlighting the history, the educational components of the mill, and its impact on the Town, providing access to the river, and incorporating a meeting space with a working waterwheel.

A concept plan has been developed by McGill and Associates and accepted by Council, which incorporates these components into the park. This next step moves the project into professional design and engineering services, which is expected to take up to a year to complete, followed by construction.

The fiscal impact of this contract is \$279,045, and includes site survey, design and engineering, and flood impact analysis. The architectural design of the building in the site plan has been removed from the scope of this contract because that portion of the project is being performed pro-bono by former Council Member Ian Patrick.

The budget for this project was established at \$700,000. With approval of this contract, the remaining budget will be \$448,955. Once 60% design plans are completed, an opinion of probable cost will be provided to establish the final construction cost for the budget. With this current action, no budget modification is currently required.

MOTION:

Councilmember Glover made a motion to approve the contract with McGill and Associates in the amount of \$279,045 for design and engineering services for the Historic Mill. Second was made by Councilmember Cotell. **The motion passed 7-0.**

6A.

NEW BUSINESS

Appointments to the 2026 Centralina Regional Council Board of Delegates. 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 remain the same for 2026.

MOTION:

Councilmember Thevenin made a motion to reappoint Mayor Jennifer Teague to serve on the Centralina Regional Board of Delegates for calendar year 2026, and Councilmember Allyn Cotell to serve as the alternate. Second was made by Councilmember Thomas. **The motion passed 7-0.**

6B.

NEW BUSINESS

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

MOTION #1:

Councilmember Faw made a motion reappoint Ron Smith as the CRMPO TAC representative, Councilmember Thevenin as the alternate TAC representative. Second was made by Mayor Pro-Tem Banks. **The motion passed 7-0.**

MOTION #1:

Mayor Pro-Tem Banks made a motion to appoint Devin Huston as the TCC representative, and Jonathan Young as the alternate TCC representative for calendar year 2026. Second was made by Councilmember Glover. **The motion passed 7-0.**

7.

ACTION ITEMS

- Investigate the complaint about noise coming from Builders FirstSource
- Look into adding bollards at the new entrance to the Back Creek Greenway

8.

CLOSED SESSION

None

9.

ADJOURNMENT

MOTION:

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



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 amendment with Kimley Horn for the additional \$13,500, for a Traffic Impact Analysis for the Caldwell Park Industrial Project for a total value of \$51,200.

Description/Background:

The attached contract is associated with the Caldwell Park Industrial project. The project requires a traffic impact analysis (TIA) be prepared in accordance with Town regulations and policy and requires the TIA be prepared by the Town's transportation consultant, Kimley Horn. Our regulations also require the study be paid for by the applicant, Trammel Crow Company, although 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.

In October 2025, the Town executed the original TIA contract in the amount of \$37,700 after receiving the related funds from the applicant. Subsequent to the original contract, a 5th Task was identified for a traffic signal warrant analysis for the intersection of Caldwell Road and Tom Query Road. The cost of this task is \$13,500 and needs to be added to the original contract, thereby bringing the total contract cost to be \$51,200. The Town's policy requires all contracts over \$50,000 be presented to Town Council for approval. The attached contract for Task 5 (\$13,500) is an amendment to the prior contract. All fees have been paid to the Town by the applicant.

Recommendation:

Staff recommends approval of the contract.

Fiscal Impact:

There is no net fiscal impact to the Town with revenue received from Trammel Crow Company equal to the expenditure made with Kimley Horn.

Attachments:

1. Contract Amendment_2026-01-20_Caldwell Park TIA
2. Amendment_ Receipt
3. Original Contract and Payment

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 1 dated January 20, 2026 to the agreement between Town of Harrisburg ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated October 24, 2025 ("the Agreement") concerning Caldwell Park TIA (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Project Understanding

The Caldwell Park TIA (Kimley-Horn, January 2026) identified the potential installation of a traffic signal at the currently unsignalized intersection of Caldwell Road and Tom Query Road as mitigation for the proposed development. In their review, NCDOT noted a full 13-hour signal warrant analysis would be needed. Therefore, this amendment is provided to perform a 13-hour signal warrant analysis to determine justification for potential signalization.

Consultant will perform the following services:

Task 5 – Traffic Signal Warrant Analysis

AM and PM TMCs were collected (7-9AM and 4-6PM) on November 5, 2025, at the study intersection of Caldwell Road and Tom Query Road for the purposes of the TIA as part of Task 3 of the Agreement. Kimley-Horn will obtain TMCs for the remaining nine (9) hours (6-7AM, 9AM-4PM, 6-7PM) that were video-recorded on November 5, 2025, at the study intersection and will convert to TMCs for the purposes of a signal warrant analysis.

Future (2027) traffic volume projections for the full 13-hours required for this analysis will be developed for the study intersection based on the parameters and methodology outlined in Task 3 of the Agreement. Future approved development traffic and proposed site traffic will be generated for the non-peak hours utilizing daily distribution percentages provided by ITE.

Utilizing the supplemental counts and traffic volumes developed as described above, a 13-hour traffic signal warrant analysis will be conducted under 2027 build-out conditions at the study intersection in accordance with the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD, 2023 edition). Proposed site traffic and approved development traffic will be generated for the non-peak hours utilizing the daily distribution percentages provided by ITE. The signal warrant analysis 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 this analysis, recommendations will be made concerning justification of a traffic signal at the study intersection. The results will be coordinated with the Client.

Results and recommendations will be summarized in a brief TIA Addendum in the form of a memo for submittal to the Client and NCDOT. Kimley-Horn will address up to one (1) round of minor comments from the Client (and/or other agencies) and incorporate into a final TIA Addendum. Additional rounds of comments, if needed, and/or additional coordination can be covered under

Additional Services.

Up to one (1) TIA Addendum review meeting (conference call) with the City (including NCDOT and/or applicant, if needed) is included in Task 5. Additional meetings/coordination beyond the meetings scoped in Task 5 can be provided as Additional Services.

For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the services in Task 5 for the total lump sum fee of \$13,500.

Lump sum fees 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. Fees and times states in this Agreement are valid for sixty (60) days after the date of this amendment.

CLIENT:

TOWN OF HARRISBURG

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: Steve Blakley, P.E. 

Title: Senior Vice President

Date: 1/20/2026

Carly Bedgood

From: Harrisburg Finance
Sent: Friday, January 23, 2026 9:57 AM
To: Carly Bedgood
Subject: Receipt #R00860013

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

DATE : 1/23/2026 9:56 AM

OPER : 20

TKBY : 20

TERM : 20

REC# : R00860013

3 - GF CC Fee Convenience Fees - GF

ZONING 337.50

Convenience Fee - GF 337.50

100-49130 -337.50

49564 Traffic Review Fees

CALDWELL TIA ADDENDUM WITH KIMLEY-HORN 13500.00 Traffic Review Fees 13500.00

Paid By:ZONING

4 13837.50AUTH:18212Z



October 24, 2025

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

Re: Letter Agreement for Professional Services for
Caldwell Park Traffic Impact Analysis
Caldwell Park Drive, 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 Caldwell Park development, located along both sides of Caldwell Park Drive in Harrisburg, North Carolina ("Project").

Project Understanding

It is our understanding that the applicant is proposing a new development along both sides of Caldwell Park Drive in Harrisburg, North Carolina which is anticipated to trigger the Town of Harrisburg's traffic impact analysis (TIA) thresholds. Two (2) general light industrial buildings, comprising of 231,000 square feet (SF) total, are being proposed with four (4) new access points along Caldwell Park Drive.

Scope of Services

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

Task 1 – TIA Scoping

In September 2025, Kimley-Horn obtained the proposed site plan from the applicant that included land uses, densities, and proposed access points, and shall be entitled to rely on the completeness and accuracy of this information.

One (1) trip generation analysis was calculated based on the September 2025 conceptual site plan provided by the applicant to be 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 September 16, 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, 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 study intersections:

- Caldwell Road and Caldwell Park Drive
- Caldwell Road and Tom Query Road
- Caldwell Park Drive and Millbrook Road

Kimley-Horn will obtain previously collected TMCs (May 2025) at the intersection of NC 49 and Caldwell Road.

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:

- NC 49 and Caldwell Road
- Caldwell Road and Caldwell Park Drive
- Caldwell Road and Tom Query Road
- Caldwell Park Drive and Access A/Access B
- Caldwell Park Drive and Access C/Access D

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

- 2025 Existing Conditions
- 2027 Background Conditions
- 2027 Build-out Conditions

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

- Growth rate: 2%
- Three (3) approved developments (volumes to be obtained from prior TIAs, as applicable):
 - Courtyards on Robinson Church
 - YMCA
 - Farmington
- Weighted peak-hour factor (PHF) will be calculated for Intersection 2 during the AM peak hour under future year conditions to reflect school operations
- Weighted heavy vehicle percentage will not be calculated based on the low volume of trucks in the trip generation
- TMCs at Caldwell Park Drive and Millbrook Road will be used to determine through volumes along Caldwell Park Drive at the proposed access points. Analysis will not be performed for the Millbrook Road intersection.

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

- 2025 Existing Conditions
- 2027 Background Conditions
- 2027 Build-out Conditions

Based on the results of the capacity analyses and auxiliary turn-lane analysis, 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 – Expedited Production

Kimley-Horn will expedite the production for the TIA report for the project at the request of the applicant.

If authorized by the Town and applicant, Kimley-Horn will perform the services outlined in Tasks 2 and 3, up to the TIA submittal to the Town (excluding TIA review meeting) in 30 days from receipt of the signed Letter Agreement by Town staff.

Task 5 – Meetings and Post-TIA Coordination

Kimley-Horn will prepare for and attend meetings, beyond meetings included in Tasks 1-4, 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 1-4 for the total lump sum fee of \$37,700. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – TIA Scoping	\$5,300
Task 2 – Background Data Collection	\$3,900
Task 3 – Traffic Analysis and TIA Report	\$22,500
Task 4 – Expedited Production	\$6,000

Lump sum fees for Tasks 1-4 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 5** 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 5 are unknown. Kimley-Horn recommends the Client establish a budget of \$5,000 for the Services under Task 5 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 5 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 sdehart@harrisburgnc.gov

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: Rob Donham

TITLE: Town Manager

DATE: 10/31/2025

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

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

Account Number: 100-1400-56310-02
Date: 10/28/2025 Finance Officer: *Brian Lee*



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	Andrew S. Whiteley - VP			
Mailing Address for Invoices	555 Fayetteville St, STE 715, Raleigh, NC 27601			
Contact for Billing Inquiries				
Contact's Phone and e-mail	AWhiteley@trammellcrow.com			
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address	45978257840000 & 45978253120000			
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name	Same as above			
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.

Guillermo "Alex" Acuna

From: Carly Bedgood
Sent: Friday, October 24, 2025 2:28 PM
To: bschon@trammellcrow.com; Whiteley, Andy @ Raleigh; tlittle@seamonwhiteside.com; Bures, Brooke @ Austin; cberwick@seamonwhiteside.com
Cc: Shelley DeHart; Guillermo "Alex" Acuna
Subject: Receipt #R00836567

-----Original Message-----

From: Harrisburg Finance <Harrisburg.Finance@harrisburgnc.gov>
Sent: Friday, October 24, 2025 2:27 PM
To: Carly Bedgood <cbedgood@harrisburgnc.gov>
Subject: Receipt #R00836567

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

DATE : 10/24/2025 2:21 PM
OPER : 20
TKBY : 20
TERM : 20
REC# : R00836567
3 - GF CC Fee Convenience Fees - GF
ZONING 150.00
Convenience Fee - GF 150.00
100-49130 -150.00

49564 Traffic Review Fees
TIA- CALDWELL PARK EXPEDITED STUDY 6000.00 Traffic Review Fees 6000.00

Paid By:ZONING
3 6150.00AUTH:086311

From: [Harrisburg Finance](#)
To: [Carly Bedgood](#)
Subject: Receipt #R00835682
Date: Friday, October 17, 2025 8:27:06 AM

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

DATE : 10/17/2025 8:26 AM
OPER : 20
TKBY : 20
TERM : 20
REC# : R00835682
49564 Traffic Review Fees
CBRE- CALDWELL PARK TIA 31700.00
Traffic Review Fees 31700.00

Paid By:CBRE- CALDWELL PARK TIA
1 31700.00 REF:025903



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2025-01-ANX -The Burg Property Annexation: Consider a petition to annex a 8.1-acre parcel (PID#5507912913000), located at 7155 Hickory Ridge Road into the Town of Harrisburg.

Presenting Personnel:

Shelley DeHart, Assistant Planning Director

Suggested Motion or Action:

If approved:

Motion to: Approve the annexation of a 8.1 acre parcel (PID#5507912913000), located at 7155 Hickory Ridge Road as described within the draft annexation ordinance.

Description/Background:

The property owner has petitioned the Town to annex a 8.1 acre parcel into its corporate boundary pursuant to NCGS 160A-58.1. The subject property is located within the Town's Extraterritorial Jurisdiction (ETJ) within Cabarrus County. The site's existing zoning classification is Harrisburg Residential Estate (RE) and is developed with an institutional use authorized by an approved Conditional Use Permit.

This Council consideration and action qualifies for a one-meeting process.

Recommendation:

Approve annexation H-2025-01-ANX The Burg Property Annexation by adopting the annexation ordinance.

Fiscal Impact:

None

Attachments:

1. H-2025-01-Anx_TC Report
2. Attachment A_ Annexation Application
3. Attachment B_ Directing Town Clerk to Investigate Annexation Petitions 5-13-2024 (2)
4. Certificate of Sufficiency
5. Fixing Date of Public Hearing - the Burg Property
6. Annexation Ordinance 7034 - The Burg Property



Planning and Zoning Department

**Staff Report – Town Council
Annexation H-2025-01-(ANX)**

DATE: February 9, 2026

SUBJECT: H-2025-01-Anx- The Burg Property Annexation
Request to annex a single property into the Town jurisdictional boundaries.

LOCATION 7155 Hickory Ridge Road; PIN# 55079129130000

APPLICANT: The Burg Church; Represented by Jeff Young

PROPERTY OWNER: The Burg Church; Represented by Wesley Shell

Staff Report Prepared by: Shelley DeHart, Assistant Planning Director

Existing Land Use: Institutional

Existing Zoning: Harrisburg Residential Estate (RE)

APPLICATION SUMMARY:

- The applicant and property owner are proposing to annex an 8.1-acre site located at 7155 Hickory Ridge Road. The subject property is developed and home to “The Burg” Church classified as an institutional use. This is a contiguous annexation.
- The property is located within the Town’s Extraterritorial Jurisdiction (ETJ) area and is zoned Residential Estate (RE); Therefore, no zoning action (rezoning) is required.
- Pursuant to N.C.G.S. 160A-31, 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 B).
 - The Town Clerk certified the sufficiency of the petition on January 12, 2026, and presented it to the Town Council on (Attachment C).
 - The Town Council adopted a Resolution at its January 12, 2026, meeting (Attachment D) fixing the public hearing date for the requested annexation for the February 9, 2026, meeting.
 - The public hearing was advertised as required.

ANALYSIS: The subject property is located within the Harrisburg Extraterritorial (ETJ) area and has a Residential Estate (RE) zoning classification. It is developed with an institutional use building and is home to the Burg Church. The site is operating under a Conditional Use Permit granted by the Town in April of 2004. The action of annexation does not affect the existing zoning or the granted Conditional Use Permit associated with the property.



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-2025-01-Anx The Burg Property

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

Attachment C – Certificate of Sufficiency

Attachment D – Resolution Fixing the Public Hearing Date

Attachment E – Draft Annexation Ordinance for H-2025-01-Anx

Attachment F - Final Annex. Map – H-2025-01-Anx.

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*

Public Hearing Date(s): February 9, 2026 *Fees paid on 12/22/25.*

Published Notice Date: January 29, 2026

Mailed Notice Date: January 29, 2026

Posted Notice Date: January 29, 2026

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

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.

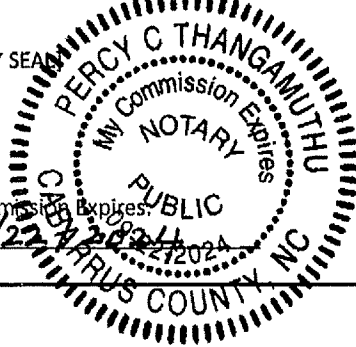
Multiply Church Global:

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

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

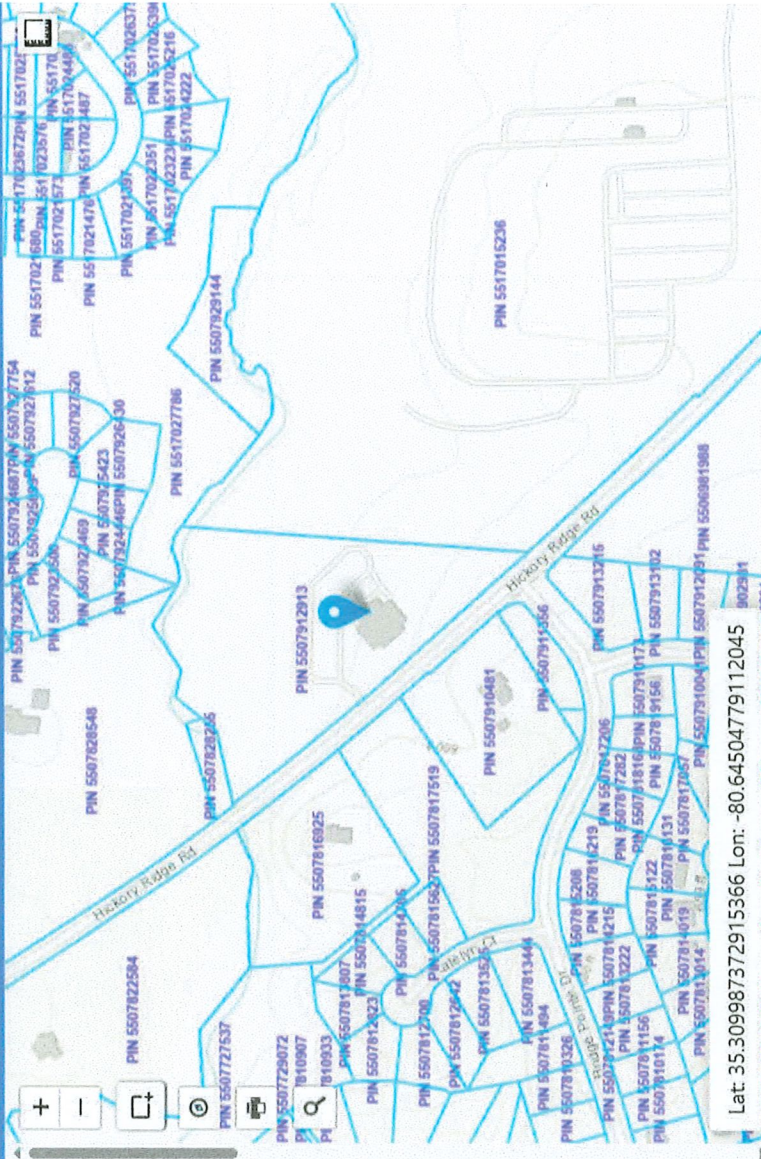
Parcel number: 55079129130000

Property Data

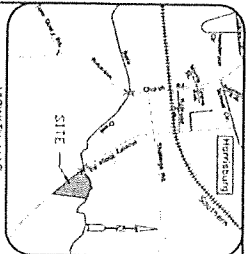
Physical Address: ► 7155 HICKORY RIDGE RD HARRISBURG NC 28075
 PIN: 55079129130000
 Property Real ID: 01-016 -0038.10
 CLaRIS: [More property data here](#)

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

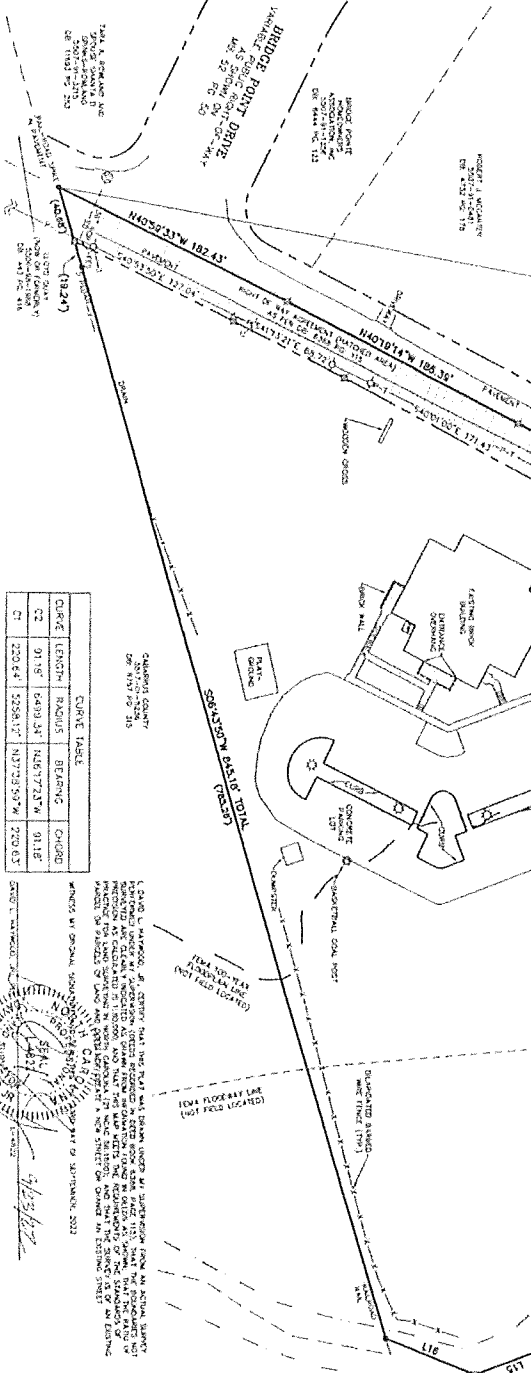
Land Units: 8.1 AC
 Land Value: \$184460
 Building Value: \$1660170
 OBF Value: \$63650
 Assessed Value: \$1908280
 Market Value: \$1908280



Lat: 35.309987372915366 Lon: -80.64504779112045

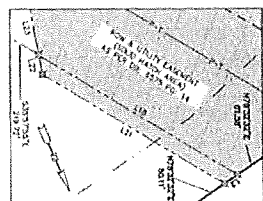


LINE	BEARING	DISTANCE
L1	N42°27'14.74\"	20.47'
L2	N72°32'32.27\"	1.86'
L3	N62°03'39.72\"	49.78'
L4	N14°05'07.61\"	61.14'
L5	N37°01'34.72\"	29.36'
L6	N62°03'32.27\"	54.45'
L7	N72°32'31.91\"	21.73'
L8	S78°53'01.72\"	52.63'
L9	N62°03'39.72\"	30.84'
L10	N62°03'39.72\"	40.07'
L11	S84°29'36.72\"	21.69'
L12	S44°03'32.27\"	75.21'
L13	S77°01'39.72\"	78.65'
L14	N26°06'42.01\"	15.01'
L15	S30°07'37.72\"	38.70'
L16	S44°03'32.27\"	69.45'
L17	N46°04'32.27\"	28.16'
L18	S32°03'32.27\"	44.20'
L19	S20°03'37.72\"	19.85'
L20	S91°22'28.58\"	50.00'
L21	S32°03'32.27\"	48.32'
L22	S72°02'28.58\"	3.79'
L23	S12°24'43.79\"	31.43'
L24	S54°03'32.27\"	32.00'



CHORD	LENGTH	RADIUS	BEARING	CHORDS
C1	220.64'	5028.17'	N47°23'57.72\"	91.18'
C2	31.15'	849.14'	N63°17'23.72\"	91.18'

CHORD	LENGTH	RADIUS	BEARING	CHORDS
C1	220.64'	5028.17'	N47°23'57.72\"	91.18'
C2	31.15'	849.14'	N63°17'23.72\"	91.18'



- NOTES:
1. ALL SETBACKS AND ZONING REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
 2. THE PROPERTY IS SUBJECT TO THE CITY OF CHARLOTTE ZONING ORDINANCES AND THE CITY OF CHARLOTTE PLANNING DEPARTMENT'S REGULATIONS.
 3. THE PROPERTY IS SUBJECT TO THE CITY OF CHARLOTTE ZONING ORDINANCES AND THE CITY OF CHARLOTTE PLANNING DEPARTMENT'S REGULATIONS.
 4. THE PROPERTY IS SUBJECT TO THE CITY OF CHARLOTTE ZONING ORDINANCES AND THE CITY OF CHARLOTTE PLANNING DEPARTMENT'S REGULATIONS.
 5. THE PROPERTY IS SUBJECT TO THE CITY OF CHARLOTTE ZONING ORDINANCES AND THE CITY OF CHARLOTTE PLANNING DEPARTMENT'S REGULATIONS.
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 7. THE PROPERTY IS SUBJECT TO THE CITY OF CHARLOTTE ZONING ORDINANCES AND THE CITY OF CHARLOTTE PLANNING DEPARTMENT'S REGULATIONS.
 8. THE PROPERTY IS SUBJECT TO THE CITY OF CHARLOTTE ZONING ORDINANCES AND THE CITY OF CHARLOTTE PLANNING DEPARTMENT'S REGULATIONS.
 9. THE PROPERTY IS SUBJECT TO THE CITY OF CHARLOTTE ZONING ORDINANCES AND THE CITY OF CHARLOTTE PLANNING DEPARTMENT'S REGULATIONS.
 10. THE PROPERTY IS SUBJECT TO THE CITY OF CHARLOTTE ZONING ORDINANCES AND THE CITY OF CHARLOTTE PLANNING DEPARTMENT'S REGULATIONS.

BOUNDARY AND PHYSICAL SURVEY OF:
NO. 1 TOWNSHIP, CHARLES CO., NORTH CAROLINA
7155 HICKORY RIDGE ROAD

CLIENT:
 DRUG REEFER - MULTIPLE CHILDREN CORAL
 500 WILSON ST. #202
 CHARLOTTE, NC 28202

DATE: 07-21-2012
 DRAWN BY: [Signature]
 SCALE: AS SHOWN
 JOB NO.: 12007-000

SCALE: 1" = 100'

CIVIL - GEOTECHNICAL - SURVEYING
 45 SPRING STREET SW, SUITE 200
 CHARLOTTE, NC 28202
 (704) 375-1111

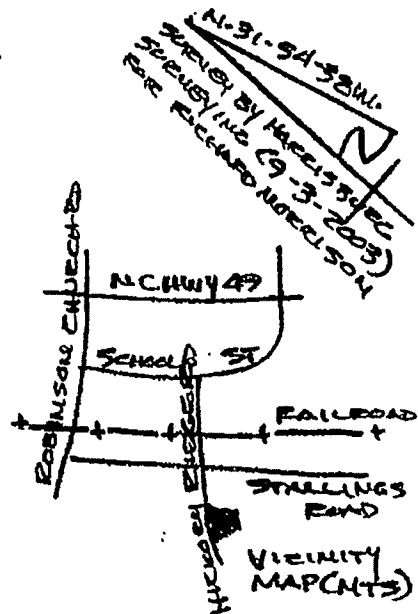
THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AREA OF COUNTY-MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. BOUNDARY PREDICATED ON MONUMENTS FOUND IN FIELD.
 AREA BY COORDINATES RATIO OF PRECISION = 1:10,000+
 _____ BOUNDARY SURVEYED
 _____ BOUNDARY BY DEEDS
 _____ STATE HIGHWAY R/W

ALL PROPERTY CORNERS IN BACK CREEK AND HICKORY RIDGE ROAD ARE COMPUTED POINTS UNLESS OTHERWISE NOTED.

PROPERTY LINE AGREEMENT WITH YATES McCACHERN(11-18-03) WILL PLACE PROPERTY LINE SEPARATING McCACHERN & JOE SIMS WITH MEANDERS OF CREEK.

- L1: N.77-55-20E. 161.91'
- L2: N.42-54-58E. 136.20'
- L3: N.72-51-57E. 78.97'
- L4: N.85-28-46E. 51.34'
- L5: S.68-31-50E. 45.37'
- L6: N.39-24-25E. 75.59'
- L7: S.38-31-01E. 116.72'
- L8: S.83-30-07E. 58.11'
- L9: S.70-49-27E. 132.00'

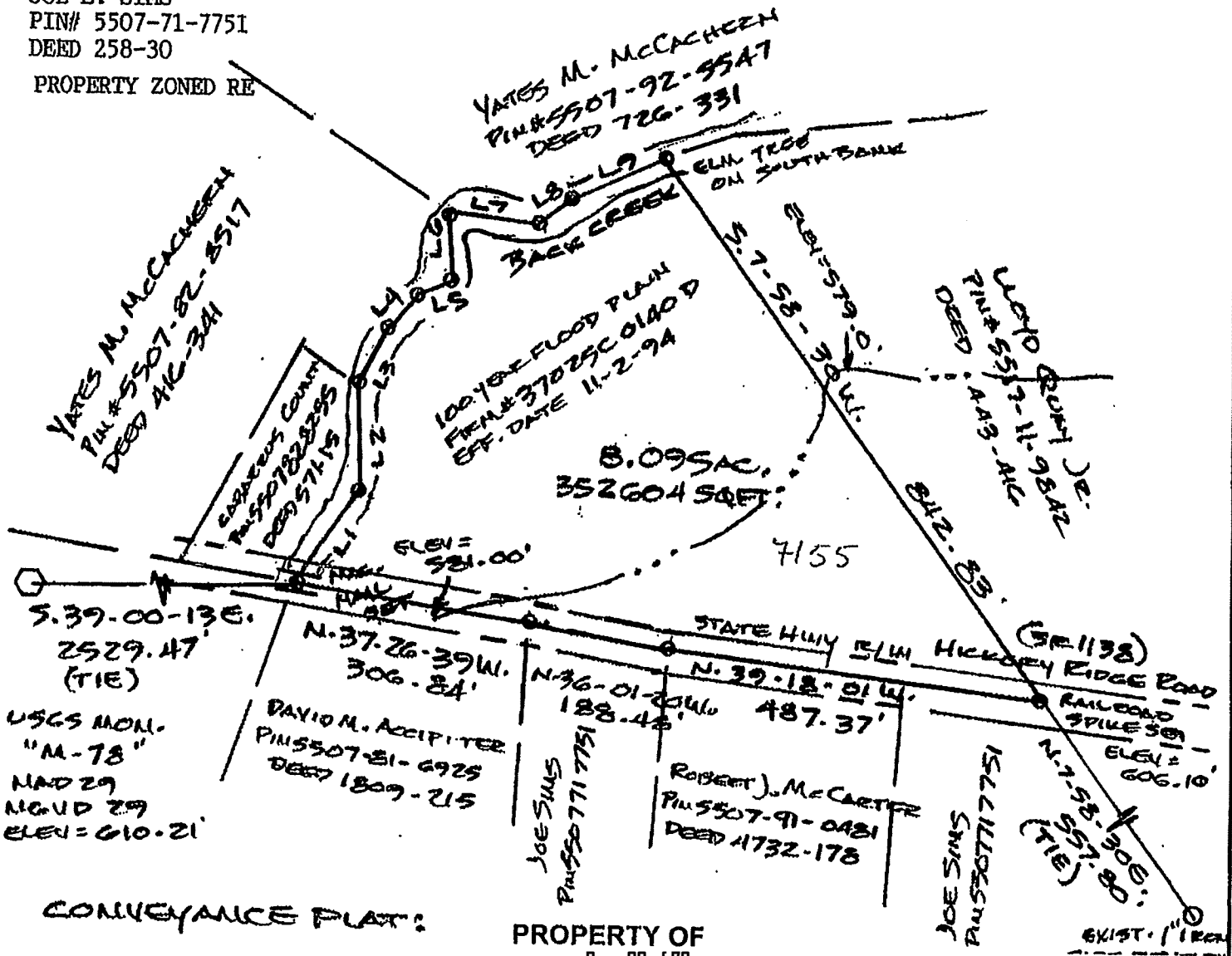
Jonathan Marshall
 REVIEWED BY JONATHAN MARSHALL
 11-24-03
 REVIEWED BY *Jonathan Marshall* MRS



CURRENT OWNER OF 8.095 ac. TRACT:

JOE L. SIMS
 PIN# 5507-71-7751
 DEED 258-30

PROPERTY ZONED RE



CONVEYANCE PLAT:



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

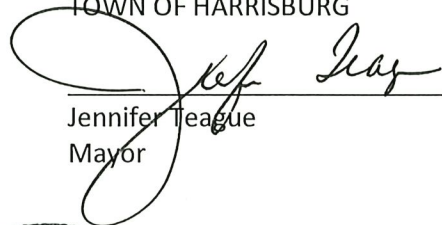
WHEREAS, pursuant to the power vested in the Town Council by the constitution and statutes of the State of North Carolina and the Town Charter, the Town Council issues the following resolution.

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 League
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 30th day of December 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 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:

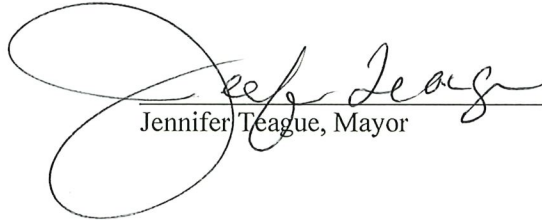
BEGINNING at a railroad spike in or near the centerline of Hickory Ridge Road, a corner in the line of Lloyd Quay Jr. (Deed Book 443, Page 416), and a new corner the line of Joe L. Sims, and runs thence with the centerline of Hickory Ridge Road three (3) lines as follows: First, North 39-18-01 West 487.37 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



ORDINANCE #7034
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF HARRISBURG, NORTH CAROLINA

WHEREAS, the Town Council has adopted a resolution under G. S. 160A-31 stating its intent to annex the area described below; and

WHEREAS, a public hearing on the question of annexation was held at Harrisburg Town Hall, 4100 Main Street, Suite 101, Harrisburg NC at 6:00 p.m. on February 9, 2026, after due notice; and

WHEREAS, the Town Council finds that the proposed annexation meets the requirements of G. S. 160A-31;

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

Section 1. By virtue of the authority granted by G. S. 160A-31, the following described contiguous property is hereby annexed into the Town of Harrisburg as of February 9, 2026:

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

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

Section 2. Upon and after 9th day of February 2026 the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force 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 the Town of Harrisburg shall cause to be recorded in the office of Register of Deeds Cabarrus County, and in the Office of Secretary of the State in Raleigh, North Carolina, an accurate map of the annexed property, along with a certified copy of the ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G. S. 163-288.1.

Adopted this the 9th day of February 2026.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2025-02-R Foils: Request to Rezone 3.85 acre site from Neighborhood Commercial to a Conditional General Commercial Zoning District

Presenting Personnel:

Shelley DeHart, Assistant Planning Director

Suggested Motion or Action:

If approved:

Motion to:

- Approve the zoning map amendment (H-2025-02-R) as conditioned; and
- Make the required finding for reasonableness and consistency with the HALUP.
 1. The map amendment is a reasonable request because it provides for repurposing of a commercial site within an economic corridor while bringing the site into compliance with current development regulations; and
 2. The map amendment is consistent with the HALUP supporting land use and economic development goals of the Town.

Description/Background:

A request to amend the Town Zoning Map rezoning two properties from Neighborhood Commercial (NC) to a Conditional General Commercial (CZ_GC) zoning district to accommodate a retail/wholesale business with outdoor storage and professional office located at 3350 HWY 49 S. The purpose of the rezoning is to accommodate a business with outdoor storage. PINs 5517-39-0324 & 5517-39-0482.

This item was heard at a public meeting by the Planning & Zoning Board on January 20, 2026, and after presentation, public comment, and deliberations the Board unanimously approved a motion to recommend the Town Council approve the request as conditioned.

This Council consideration and action qualifies for a one-meeting process.

Recommendation:

Receive the report, conduct the public hearing and after public comment and deliberations:

- Approve the zoning map amendment (H-2025-02-R) as conditioned; and
- Make the required finding for reasonableness and consistency with the HALUP.
 1. The map amendment is a reasonable request because it provides for repurposing of a commercial site within an economic corridor while bringing the site into compliance with current development regulations; and
 2. The map amendment is consistent with the HALUP supporting land use and economic development goals of the Town.

Fiscal Impact:

N/A

Attachments:

1. H-2025-002-Foils Rezone_TC_Report
2. Attachment A_Foils Harrisburg Application
3. Attachment B_FOILS REZONING 121625
4. Attachment C_CMRFoils - Harrisburg (14136494.1)
5. Attachment D_H-2025-02-R_Draft Ordinance

**Planning and Zoning Department
Staff Report – Town Council
Rezoning H-2025-02-(R)**

DATE: January 26, 2026

SUBJECT: H-2025-02-R-Foils Rezone: Request to amend the zoning map rezoning two parcels (PIN#5517-39-0324 & 5517-39-0482) from Neighborhood Commercial (NC) to General Commercial Conditional Zoning District (CZ-GC). 3350 Hwy 49 S.

APPLICANT: Mike Torrance of Foil’s, Inc.

PROJECT MANAGER: Bridget Grant of Moore & Van Allen

Staff Report Prepared by: Shelley DeHart, Assistant Planning Director

Neighborhood Meeting: April 17, 2025

BACKGROUND: The property owner, Mike Torrance, is proposing to rezone two properties located at 3350 Hwy 49 S from Neighborhood Commercial (NC) to a Conditional General Commercial (CZ-GC) zoning district for the purpose of operating a building supply commercial operation with outdoor storage. This business operation is associated with their exiting operation in Harrisburg offering their customers new and recycled steel material. Unlike their existing business located at 2283 Hwy 49S, a recycling scrap yard, this facility will be a retail establishment of materials with no dismantling operations on-site.





ANALYSIS: The subject site is approximately 3.95 acres in size, developed with two commercial buildings, and shares circulation, parking, and access from Hwy 49. Town records confirm that these properties have been historically used as office warehouse, automotive service, and truck servicing in the past. The impetus for the rezoning petition is tied to the request for an outdoor storage component of the business.

The analysis of the zoning petition included an evaluation of the existing site as it relates to current codes in the area of landscaping, parking, site design, and compliance with adopted plans. The rezoning site plan is attached as Attachment B.

Site Design

The site is non-conforming with current regulations and will be conditioned to come into compliance with codes where feasible as shown within the conditional zoning plan. These improvements include:

- *Paving the parking area and compliance with parking requirements including ADA spaces.*
- *Installation of site lighting within parking lot and streetlights adjacent to Hwy 49.*
- *Landscaping and buffers where required along property lines.*
 - *Some of the existing tree canopy will be preserved and serve as a buffer. Said area will be protected as a buffer or tree save area.*
 - *Street-yard landscaping will be installed adjacent to Hwy 49.*
- *Removal of some of the gravel circulation area behind the building, near the 100-year floodplain area and restoration of said area to include planting of tree saplings.*
- *Compliance with Hwy 49 Corridor Plan*
 - *Dedication of street frontage (approximately 4,991 sq. feet).*
 - *Construction of curb, gutter, and a 10-foot-wide multi-use path along the site frontage.*
 - *Construction of a landscape median east of the driveway, within the center of Hwy 49, transitioning into the existing concrete median at the site property line.*

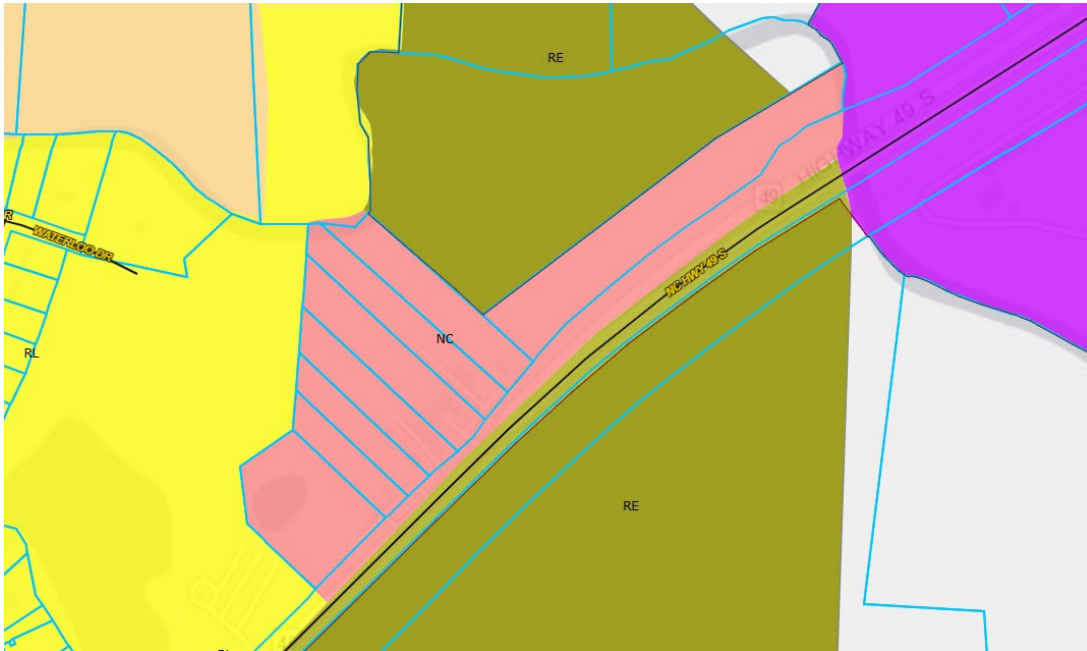
The project proposes outdoor storage area that will consist of metal storage racks as shown below.



Surrounding Zoning and Future Land Use Map

The zoning map below is centered on the project area. The subject site is currently zoned Neighborhood Commercial (NC) This district targets low-intensity nonresidential development supporting adjacent residential use that is ideally located at the intersections of collector streets. The existing zoning classification is inconsistent with:

- Its intended location (located adjacent to Hwy 49).
- The existing buildings on the subject properties and adjacent properties (primarily office warehouse structures; and
- Historical uses on the subject properties and adjacent properties.



Based on the location of the subject, and adjacent lots that are also zoned Neighborhood Commercial, staff is of the option the General Commercial zoning designation is an appropriate zoning district for the area and supports the request. Additionally, the topography of the subject property, streams, floodplain, and floodway acts as a natural buffer from the commercial uses and the residential properties as shown below.



SPECIFIC REVIEW CRITERIA: Pursuant to the UDO, a conditional zoning petition shall meet the requirements of Section 145.03.03 (E) and the common decision criteria in Section 145.01.07. This petition meets the common decision criteria found in the UDO as follows:

1. The proposed zoning map amendment, as conditioned, complies with the applicable standards of the UDO and Town Code and is conditioned to obtain any federal, county, or state permits.
2. The proposed zoning map amendment allowing the use with outdoor storage will not be detrimental to or endanger the public health, safety, or welfare, because it will have to be developed and maintained in accordance with the UDO.
3. This amendment is following the public hearing process as provided within the UDO.
4. The amendment demonstrates compatibility with the character of the area adjacent to Hwy 49 S and brings the site into compliance with current site development regulations.
5. All site improvements shall be permitted, constructed, and installed prior to occupancy.

Criteria in Section 145.03.03 (E):

1. *Use and Location.* The proposed CZ District use is appropriate for its proposed location and consistency with the purposes, goals, objectives, and policies of the HALUP.

This proposed rezoning is consistent with the vision, goals, and objectives of the HALUP because it proposes a commercial use within the future Commercial Land Use Designation.

2. *Eligible Uses.* The use(s) requested are among those listed as eligible permitted use, permitted use with limitations, or special use in the general use district as included in the CZ Zoning Map Amendment request.

The proposed use of a building material yard with outdoor storage is consistent with the proposed conditional zoning district of GC.

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

The existing site is developed and has been used in the past as office warehouse, automotive services, and office. The uses are consistent with prior uses with the addition of outdoor storage. The outdoor storage area is limited and will be screened from adjacent properties.

4. *Reasonableness.* The use limitations and conditions as proposed and/or imposed for the requested district can reasonably be implemented and enforced for the subject property. *The proposed map amendment as condition is reasonable and can be implemented to accommodate the use.*

5. *Improvement from General Zoning District.* When implemented the proposed and/or imposed use limitations and conditions will mitigate specific land development issues that would likely result if the subject property were zoned to accommodate all the uses and the minimum standards of the corresponding general zoning district;

This amendment provides the opportunity to repurpose an existing commercial site for commercial use compatible with surrounding uses.

6. *Greater Standards.* If any standards are proposed that are different from the underlying zoning district, the applicant must clearly demonstrate that the overall resultant project is greater than that which is typically allowed by the general district.

This map amendment is consistent with the underlying zoning district.

7. *Applicant's Agreement.* The applicant has agreed to accept the use limitations and conditions as proposed and/or imposed for the requested district.

The applicant has agreed to the conditions associated with this conditional zoning.

8. *Town Statement.* For approval, the Town Council shall adopt a consistency statement that the amendment being considered is either consistent or inconsistent with the HALUP and that the Town Council considers the action to be reasonable and in the public interest.

The proposed zoning map amendment is to change the classification from neighborhood commercial (NC) to a conditional General Commercial (CZ-GC) allowing for repurposing of existing office-warehouse buildings.

Accordingly, this amendment is consistent with the following Goals of the HALUP:

LU-2 This amendment links land use with transportation improvements in keeping with the Hwy 49 Corridor Plan.

LU-6 As conditioned, this amendment focuses on quality at a key gateway location with bringing the site into compliance with current development regulations and implementing the Hwy 49 corridor plan along the project sites' frontage.

LU-7 This map amendment ensures zoning in the planning area is consistent with the vision for the future as a commercial area within the HALUP.

ED-1 This amendment supports an existing employment area adjacent to Hwy 49 S.

STAFF RECOMMENDATION:

Staff recommends that the proposed conditional zoning petition H-2025-02-R be approved with the following conditions of approval:

1. The applicant shall obtain all required federal, state, and local permits associated with the redevelopment of the site and NCDOT improvements. Local permits include Harrisburg construction documents; Cabarrus County Building permits and Cabarrus County Health Alliance.
2. Development of the site shall be consistent with the conditional zoning plan and applicable regulations.
3. The approved uses on the site include office, retail (new & resale), material warehousing, and material yard storage. **No salvage or scrap yard activity such as dismantling (or other processing), and recycling collection is permissible at this site. Other restricted uses on the site shall include: Automotive Repair; Tobacco and/or Vape Stores; Restaurants with or without Drive-Through; Multi-family Use; Sexually Oriented Businesses; Vehicle Sales or Self Storage Facility.**
4. Outdoor storage shall be screened and not visible from the public right-of-way.
5. All improvements shall be permitted, constructed, and/or installed prior to occupancy.

PLANNING BOARD ACTION

This item went before the Planning & Zoning Board at its January 20, 2026, public meeting. The Board discussion focused on the possibility of a future **need** for a right-turn lane into the access driveway. The applicant shared the anticipated trips associated with their proposed use. Staff shared the following information with the Board:

- Roadway requirements (improvements) are required to be directly tied to impacts associated with the proposed use on a property.
- This project (change in use adding outdoor storage), based on building size, type of use, and proposed operations did not meet the Town or NCDOT warrants (threshold) for requiring a traffic study; and

- Any future change in use would require the new use to be permitted and evaluated for transportation impacts; and
- Staff will follow up again with NCDOT regarding this issue prior to the Town Council Meeting.

After deliberations, the Planning and Zoning Board unanimously approved the following:

- A motion to recommend approval of the zoning map amendment to the Town Council as conditioned; and
- Made the required finding for reasonableness and consistency with the HALUP as follows:
 - The map amendment is a reasonable request because it provides for repurposing of a commercial site within an economic corridor while bringing the site into compliance with current development regulations; and
 - The map amendment is consistent with the HALUP supporting land use and economic development goals of the Town.

Attachment A – Application

Attachment B – Rezoning Plan

Attachment C – Neighborhood Meeting Minutes

Attachment D – Draft Ordinance

Legislative Approval Application

1. Application Type (select all that apply)

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

2. Project Information

- a. Project Name: Foils, Inc.
- b. Project Location/Address: 3350 NC HWY 49
- c. Tax Map and Parcel Number (PIN): 5517-39-0324 & 5517-39-0482
- d. Zoning: Existing: NC Proposed: GC
- e. Land Use: Existing: Building Material supply Proposed: Building material supply with outdoor storage
- g. Description of Request (attach separate sheet if needed):

Requesting a rezoning from NC to GC to allow the site to be used for building material supply with outdoor storage.

3. Contact Information

- a. Project Manager/Contact Person: Bridget Grant
- Company: Moore & Van Allen
- Address: 100 North Tryon Street, Suite 4700 City, State, Zip: Charlotte, NC 28202-4003
- Phone Number: 704.331.1000 Email Address: bridgetgrant@mvalaw.com
- b. Applicant Name (if different than above): Mike Torrence
- Company: Foil's, Inc.
- Address: PO Box 296 City, State, Zip: Harrisburg, NC 28075
- Phone Number: 704.455.5134 Email Address: mtorrence@foilsinc.com
- c. Owner Name: Mike Torrence
- Company: Foil's, Inc.
- Address: 3350 NC Hwy 49 S City, State, Zip: Harrisburg, NC 28075
- Phone Number: 704.455.5134 Email Address: Mtorrence@foilsinc.com

4. Owner's Consent

Mike Torrence of Foils, Inc. ("Owner") certifies that it is the owner of the property located at 3350 NC Hwy 49 S ("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, Bridget Grant 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: Mike Torrence Date: 05/13/2025

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

Project Name: Foils, Inc. Submittal Date: _____

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.

Mike Torrence

Applicant Name: _____

Applicant Signature: Mike Torrence

6. Staff Use Only:

Record of Process

Date Received: 5/16/2025

Application Number: H-2025-02-R

Is Application Complete? Yes No

Public Hearing Date(s): P & Z - 01/20/2026; TC - 2/9/2026

Published Notice Date: Legal Ad/Mail Out 1/29/2026

Mailed Notice Date: P & Z Meeting - 1/9/2026

Posted Notice Date: 1/29/2026

Final Action Applicant Notification Mailed Date: _____

Town Staff Signature: _____

Record of Decision

Reviewed By: _____

Recommendation: Approve Deny

Final Action: Approve Deny

7. Required Attachments

All development application submittals must be accompanied by:

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

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

Conditional Zoning Approval

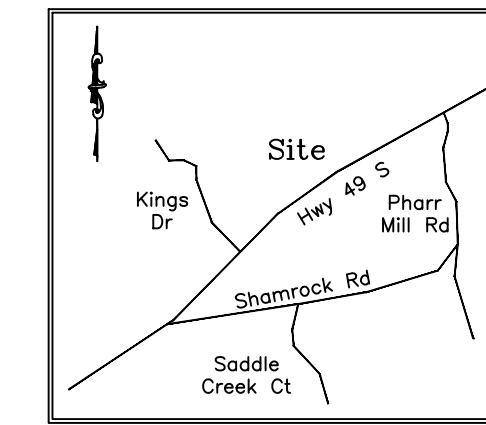
1. List of all abutting property owners' name, mailing address, and PINs
2. Recent survey or legal description of property requested to be rezoned
3. Copies of the invitation letter, minutes, and sign-up sheet from required neighborhood meeting
4. If determined required at the pre-application meeting:
 - 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:
 - 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

UDO Text Amendment

1. Proposed text of amendment ordinance
2. Written rationale for the change

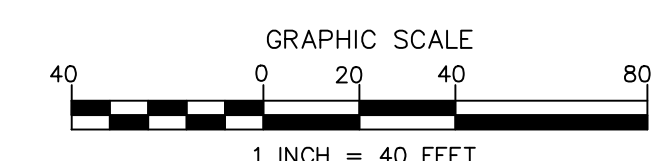
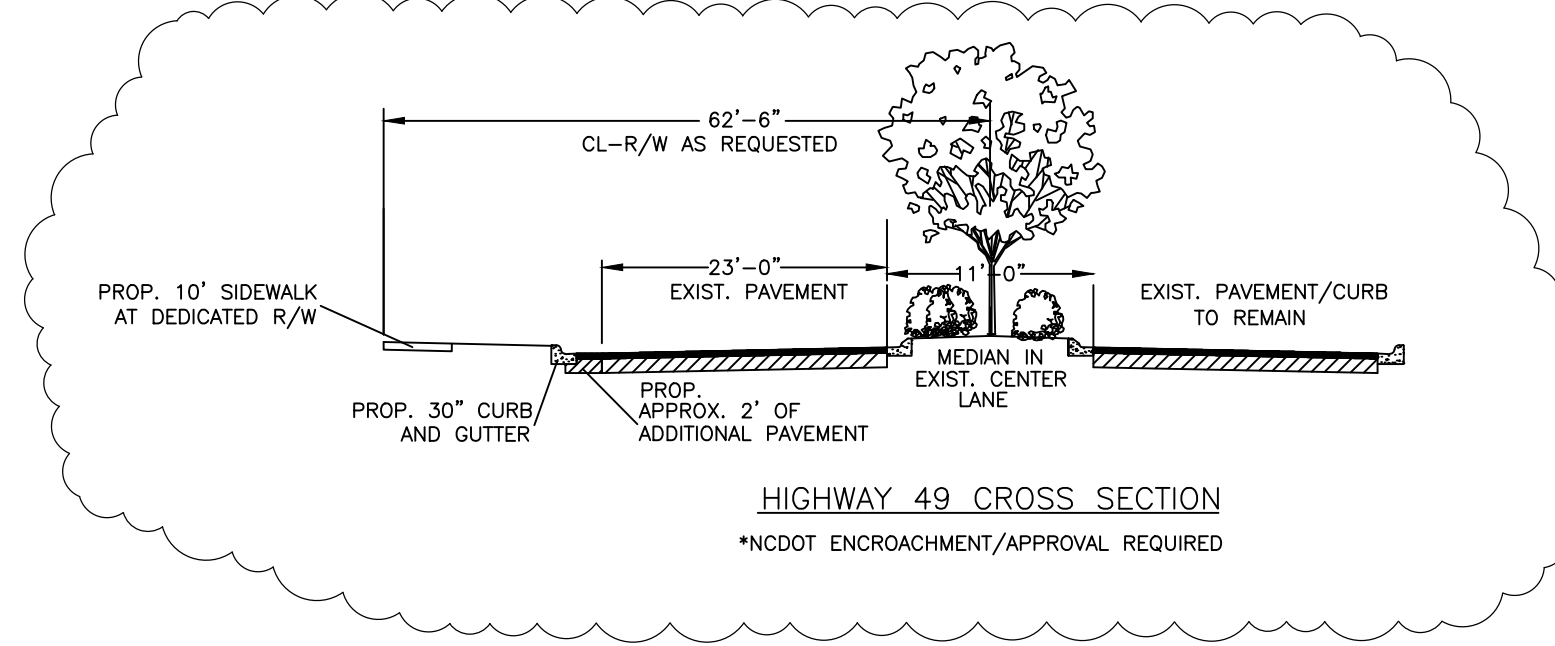
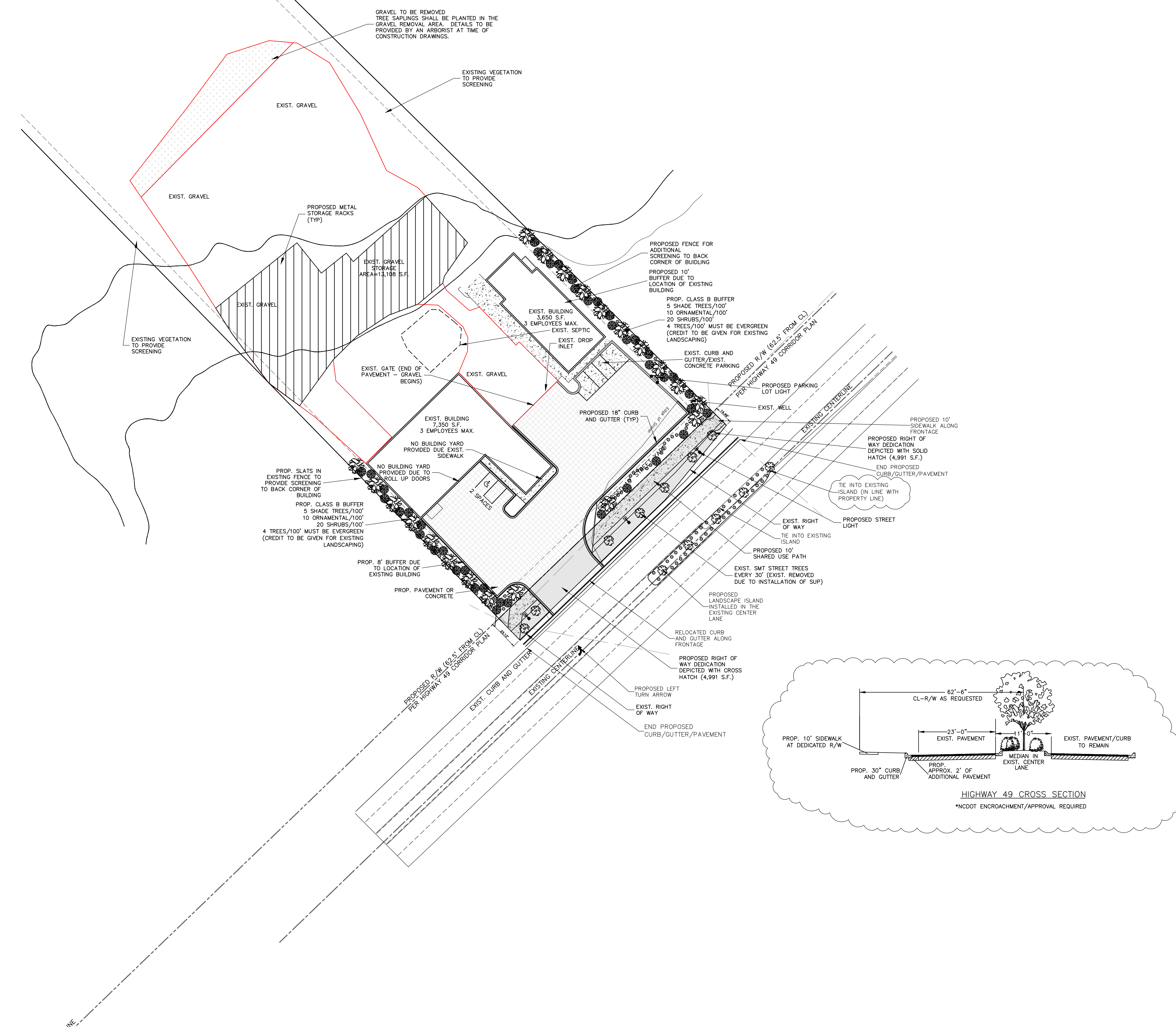


VICINITY MAP: N.T.S.

**FOILS, INC.
DEVELOPMENT STANDARDS
4/28/2025
REZONING PETITION**

SITE DEVELOPMENT DATA:
 -ACREAGE: 3.55 ACRES
 -TAX PARCEL #: 5517-39-024 & 5517-39-0482
 -EXISTING ZONING: NC (NEIGHBORHOOD COMMERCIAL)
 -PROPOSED ZONING: GC (GENERAL COMMERCIAL)
 -EXISTING USES: BUILDING MATERIAL SUPPLY AND OUTDOOR STORAGE
 -PROPOSED USES: USES PERMITTED BY RIGHT AND UNDER PRESCRIBED CONDITIONS TOGETHER WITH ACCESSORY USES AS ALLOWED IN GC(CD) ZONING DISTRICT AS GENERALLY DEPICTED ON THE REZONING PLAN WITH UP TO FOURTEEN THOUSAND (14,000) SQUARE FEET OF COMMERCIAL AND OFFICE USES, ALL AS FURTHER DESCRIBED IN SECTION 2 BELOW.

1. **GENERAL PROVISIONS:**
 - a. **SITE LOCATION:** THESE DEVELOPMENT STANDARDS FORM A PART OF THE REZONING PLAN ASSOCIATED WITH THE REZONING PETITION FILED BY FOILS, INC. ("PETITIONER") TO ACCOMMODATE THE EXISTING COMMERCIAL BUILDINGS AND ACCESSORY USES AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PROPOSED DEVELOPMENT WILL BE ON AN APPROXIMATELY 3.55-ACRE SITE LOCATED ON N.C. HIGHWAY 49 (THE "SITE") IN HARRISBURG, NORTH CAROLINA.
 - b. **ZONING DISTRICTS/ORDINANCE:** DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE REZONING PLAN AS WELL AS THE APPLICABLE PROVISIONS OF THE HARRISBURG ZONING ORDINANCE (THE "ORDINANCE"). UNLESS THE REZONING PLAN ESTABLISHES MORE STRINGENT STANDARDS THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE FOR THE GC (CD) ZONING CLASSIFICATION SHALL GOVERN.
 - c. **GRAPHICS AND ALTERATIONS:** THE SCHEMATIC DEPICTIONS LOTS, SIDEWALKS, STRUCTURES, AND BUILDINGS, BUILDING ELEVATIONS, DRIVEWAYS, STREETS AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS (COLLECTIVELY THE "DEVELOPMENT/SITE ELEMENTS") SET FORTH ON THE REZONING PLAN SHOULD BE REVIEWED IN CONJUNCTION WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS. THE LAYOUT, LOCATIONS, SIZES, AND FORMULATIONS OF THE DEVELOPMENT/SITE ELEMENTS DEPICTED ON THE REZONING PLAN ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED. CHANGES TO THE REZONING PLAN NOT ANTICIPATED BY THE REZONING PLAN WILL BE REVIEWED AND APPROVED AS ALLOWED BY ORDINANCE. SINCE THE PROJECT HAS NOT UNDERGONE THE DESIGN DEVELOPMENT AND CONSTRUCTION PHASES, IT IS INTENDED THAT THIS REZONING PLAN PROVIDE FOR FLEXIBILITY IN ALLOWING SOME ALTERATIONS OR MODIFICATIONS FROM THE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS. THEREFORE, THERE MAY BE INSTANCES WHERE MINOR MODIFICATIONS WILL BE ALLOWED WITHOUT RESORTING TO THE ADMINISTRATIVE AMENDMENT PROCESS PER THE ORDINANCE. THESE INSTANCES WOULD INCLUDE CHANGES TO GRAPHICS IF THEY ARE MINOR AND DON'T MATERIALLY CHANGE THE OVERALL DESIGN INTENT DEPICTED ON THE REZONING PLAN. THE PLANNING DIRECTOR WILL DETERMINE IF SUCH MINOR MODIFICATIONS ARE ALLOWED PER THIS AMENDED PROCESS, AND IF IT IS DETERMINED THAT THE ALTERATION DOES NOT MEET THE CRITERIA DESCRIBED ABOVE, THE PETITIONER SHALL THEN FOLLOW THE ADMINISTRATIVE AMENDMENT PROCESS OF THE ORDINANCE; IN EACH INSTANCE, HOWEVER, SUBJECT TO THE PETITIONER'S APPEAL RIGHTS SET FORTH IN THE ORDINANCE.
2. **PERMITTED USES:**
 - a. **USES WITHIN GC(CD) DEVELOPMENT AREA A:** THE SITE MAY BE DEVELOPED WITH UP TO FOURTEEN THOUSAND (14,000) SQUARE FEET OF COMMERCIAL AND OFFICE USES SUBJECT TO THE SECTION 2.B BELOW.
 - b. THE FOLLOWING USES SHALL NOT BE PERMITTED:
 - i. AUTOMOBILE REPAIR
 - ii. TOBACCO AND/OR VAPOR STORES
 - iii. RESTAURANTS WITH OR WITHOUT AN ACCESSORY DRIVE THROUGH
 - iv. MULTI-FAMILY
 - v. SEXUALLY ORIENTED BUSINESSES
 - vi. VEHICLE SALES
 - vii. SELF-STORAGE
3. **ACCESS AND TRANSPORTATION:**
 - a. ACCESS TO THE SITE WILL BE FROM N.C. HIGHWAY 49 AS GENERALLY DEPICTED ON THE REZONING PLAN.
 - b. THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE DEVELOPMENT AND CONSTRUCTION PLANS AND TO ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE TOWN OF HARRISBURG AND/OR NCDOT IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS.
 - c. **RIGHT-OF-WAY CONVEYANCE:** THE PETITIONER WILL DEDICATE VIA FEE SIMPLE CONVEYANCE ANY ADDITIONAL RIGHT-OF-WAY INDICATED ON THE REZONING PLAN AS RIGHT-OF-WAY TO BE DEDICATED. THE ADDITIONAL RIGHT-OF-WAY WILL BE DEDICATED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY. THE PETITIONER WILL PROVIDE A PERMANENT SIDEWALK EASEMENT FOR ANY OF THE PROPOSED SIDEWALKS LOCATED ALONG THE PUBLIC STREETS LOCATED OUTSIDE OF THE RIGHT-OF-WAY WHERE ROW DEDICATION IS NOT PROVIDED.
4. **STREETSCAPE:**
 - a. ALONG N.C. HIGHWAY 49, A TEN (10) FOOT MULTUSE PATH SHALL BE PROVIDED AS GENERALLY DEPICTED ON THE REZONING PLAN AND FURTHER DESCRIBED IN RZ.0.
5. **ENVIRONMENTAL FEATURES:**
 - a. THE PETITIONER SHALL ADHERE TO ALL APPLICABLE ORDINANCE REQUIREMENTS.
6. **MISCELLANEOUS PROVISIONS:**
 - a. PETITIONER AGREES TO OBTAIN ALL APPLICABLE LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR DEVELOPMENT BEFORE ANY DEVELOPMENT ACTIVITY OCCURS ON THE SITE.
7. **AMENDMENTS TO THE REZONING PLAN:**
 - a. FUTURE AMENDMENTS TO THE REZONING PLAN (WHICH INCLUDES THESE DEVELOPMENT STANDARDS) MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE APPLICABLE PORTION OF THE SITE AFFECTED BY SUCH AMENDMENT IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE.
8. **BINDING EFFECT OF THE REZONING APPLICATION:**
 - a. IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT OF THE SITE IMPOSED UNDER THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INSURE TO THE BENEFIT OF THE PETITIONER AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS.



**PRELIMINARY
FOR REVIEW PURPOSES ONLY**

Project: **FOILS, INC.**
 3350 HIGHWAY 49S
 HARRISBURG, NORTH CAROLINA

Title: **REZONING PLAN**

File #: 24193DWG Date: 12/16/25 Project Egr: FBL
 Design By: FBL
 Drawn By: FBL
 Scale: 1"=40'

8720 RED OAK BOULEVARD, SUITE 420
 CHARLOTTE, N.C. 28217
 PHONE (704) 527-3440 FAX (704) 527-8335

RZ1.0

COMMUNITY MEETING REPORT FOR HARRISBURG REZONING

Petitioner: Foil's, Inc.

Petition Number: TBD

Property: ±3.93 acres located at 3350 NC Highway 49 South (the "Site").

This Community Meeting Report is being filed with the Town of Harrisburg Planning Department.

PERSONS AND ORGANIZATIONS CONTACTED WITH DATES AND EXPLANATIONS OF HOW CONTACTED:

The required Community Meeting was held on Thursday, April 17, 2025, at 6:00 p.m. The Town of Harrisburg mailed a written notice of the date, time and details of the Community Meeting to the individuals and organizations as required by Ordinance.

TIME AND DATE OF MEETING:

The Community Meeting required by the Ordinance was held on Thursday, April 17, 2025, at 6:00 PM at the Harrisburg Town Hall, 4100 Main Street, Harrisburg, NC, 28075.

PERSONS IN ATTENDANCE AT MEETING:

There were no attendees at the Community Meeting. The Petitioner representatives at the required Community Meeting were Mike Torrence of Foil's, Inc. and Bridget Grant with Moore & Van Allen, PLLC.

SUMMARY OF MEETING DISCUSSION:

I. Overview of Petitioner's Presentation.

Introduction and Overview of Development Plan.

Ms. Grant presented the location of the 3.93-acre site at 3350 NC Highway 49 S in Harrisburg, North Carolina. She explained conditional zoning, and that the neighborhood meeting and public hearing are required by ordinance. A short history of the family-owned business of Foil's, Inc. was given. She explained that the existing zoning of Neighborhood Commercial (NC) does not allow for the current uses of the business and the proposed zoning is General Commercial (GC). She further explained the zoning and provided a site plan.

There were no attendees at the meeting, so the Community Meeting was completed without questions or concerns.

II. Summary of Questions/Comments and Responses:

There were no attendees at the meeting and thus no questions, comments or changes to the site plan.

CHANGES MADE TO PETITION AS A RESULT OF THE MEETING:

The development team will continue to address staff comments as they arise.

cc: Zachary D. Gordon, AICP, Town of Harrisburg Planning Director
Mike Torrence, Foil's, Inc.
Bridget Grant, Moore & Van Allen, PLLC



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 Mike Torrance, Property Owner, submitted a zoning map amendment petition (H-2025-02-R) to rezone two parcels located at 3350 Hwy 49 S, (PINs#5517-39-0324 & 5517-39-0482), from a Harrisburg Neighborhood Commercial (NC) zoning designation (NC) to a Conditional General Commercial (CZ-GC)) zoning district; 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-2025-02-R) at its January 20, 2026 public meeting and voted unanimously(4-0) to recommend approval to the Town Council finding that although the amendment is a reasonable request, 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 under “Land Use” and “Economic Development.”

WHEREAS, the Harrisburg Town Council held a public hearing on February 9, 2026, 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-2025-02-R) is a reasonable request and is in the best interest of the public because it provides for the repurposing of a commercial site within an economic corridor while bringing the site into compliance with current development regulations; and
- It is consistent with the Goals of the Harrisburg Area Land Use Plan as follows:
 - **LU-2** *This amendment links land use with transportation improvements in keeping with the Hwy 49 Corridor Plan.*
 - **LU-6** *As conditioned, this amendment focuses on quality at a key gateway location with bringing the site into compliance with current development regulations and implementing the Hwy 49 corridor plan along the project sites’ frontage.*
 - **LU-7** *This map amendment ensures zoning in the planning area is consistent with the vision for the future as a commercial area within the HALUP.*
 - **ED-1** *This amendment supports an existing employment area adjacent to Hwy 49 S.*

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Harrisburg, North Carolina, that approval is hereby granted to H-2025-02- R-Foils Rezone, as conditioned, and the Harrisburg Zoning Map is hereby amended establishing a Conditional General Commercial (CZ-GC) zoning district to the subject properties fully enforced from the time this ordinance is adopted as conditioned below and in compliance with the Rezone Site Plan attached herein as Exhibit A.

H-2025-02-R Conditions of Approval

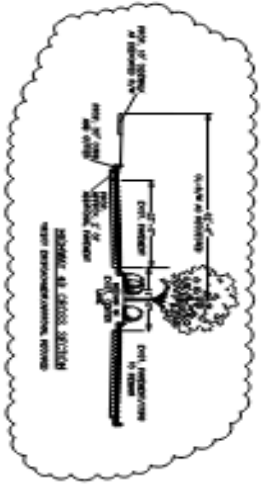
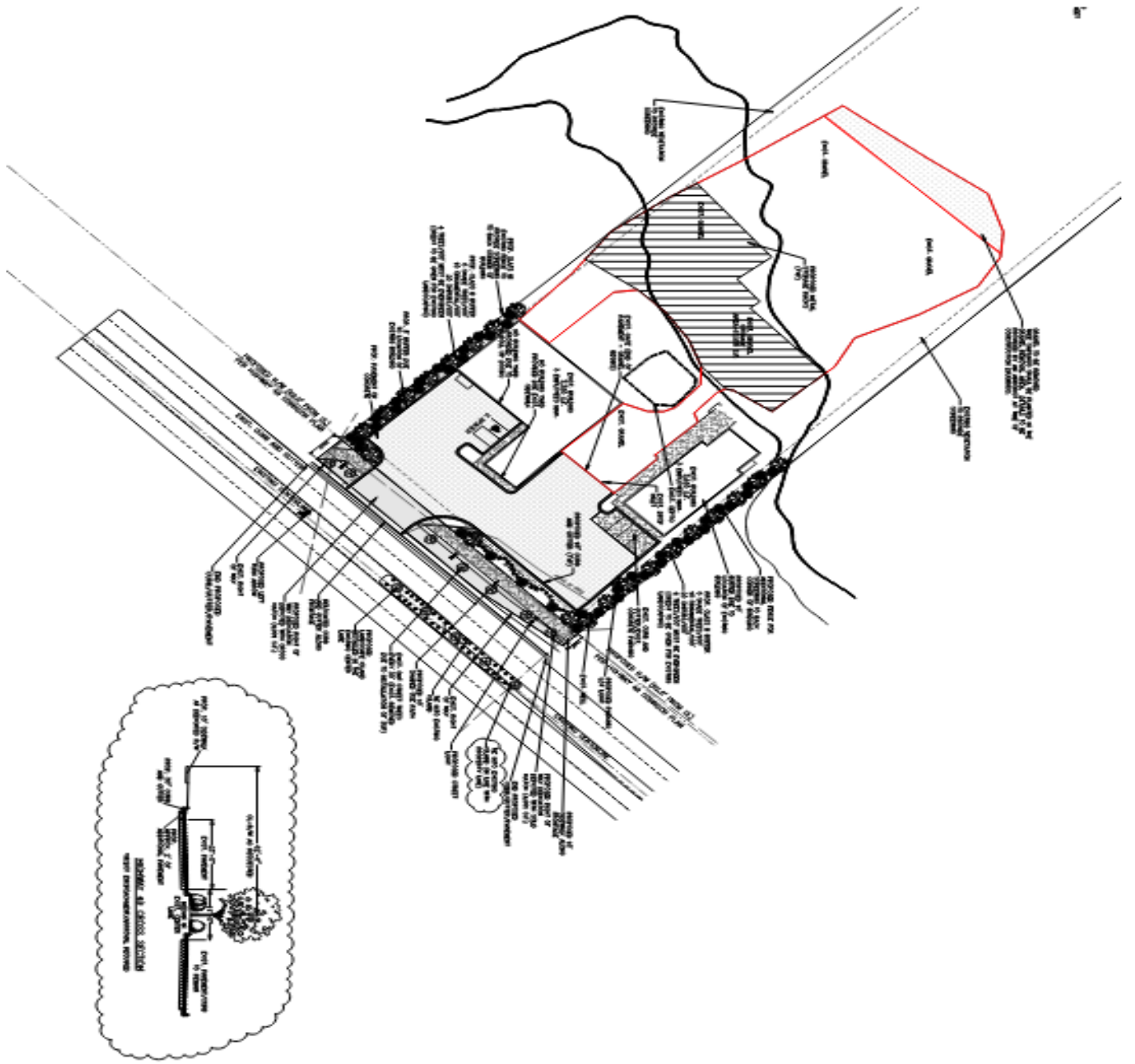
1. The applicant shall obtain all required federal, state, and local permits associated with the redevelopment of the site and NCDOT improvements. Local permits include Harrisburg construction documents; Cabarrus County Building permits and Cabarrus County Health Alliance.
2. Development of the site shall be consistent with the conditional zoning plan and applicable regulations.
3. The approved uses on the site include office, retail (new & resale), material warehousing, and material yard storage. **No salvage or scrap yard activity such as dismantling (or other processing), and recycling collection is permissible at this site. Other restricted uses on the site shall include Automotive Repair; Tobacco and/or Vape Stores; Restaurants with or without Drive-Through; Multi-family Use; Sexually Oriented Businesses; Vehicle Sales or Self Storage Facility.**
4. Outdoor storage shall be screened and not visible from the public right-of-way.
5. All improvements shall be permitted, constructed, and/or installed prior to occupancy.

PASSED and ADOPTED this 09th day of February 2026.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



1. THE LANDSCAPE BUFFER SHALL BE MAINTAINED AS SUCH AND NOT BE USED FOR ANY OTHER PURPOSES.
2. THE LANDSCAPE BUFFER SHALL BE MAINTAINED AS SUCH AND NOT BE USED FOR ANY OTHER PURPOSES.
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TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract for Fireworks for the Harrisburg July 4th Celebration

Presenting Personnel:

Jim Spina, Parks and Recreation Director

Suggested Motion or Action:

Motion to approve the contract with Pyrotecnico for \$70,000 for two fireworks displays for July 3 and July 4 at the 2026 Harrisburg July 4th Celebration event.

Description/Background:

The Town of Harrisburg is well known in the community and beyond for its two-day July 4th Celebration that features live music, food, amusements, an Independence Day parade, and two nights of fireworks. On July 4th of this year, our nation will honor and celebrate the 250th anniversary of the signing of the Declaration of Independence. To help commemorate this milestone, the fireworks shows on July 3rd and 4th have been expanded to celebrate this special occasion.

Staff has reached out to multiple fireworks vendors over the past year to ensure we are getting the best product for our July 4th Celebration. Although many vendors have long-standing commitments to other Independence Day events, two vendors did meet with staff this year: Pyro Shows East Coast and Pyrotecnico. One big change for this year was the request to try and shoot the fireworks show from the YMCA parking lot area. This required a meeting on site with both vendors and the Fire Department and also coordinating with the YMCA. Two goals could be met by changing the shooting location: (1) Fireworks will not be shot off next to the new artificial turf fields at Harrisburg Park reducing the risk of damaging these fields; and (2) Fields 1 and 2 can be open to patrons at the event allowing for more space for the event and to expand event offerings. The Harrisburg Fire Department is in full support of this location change and feels confident they can keep this area safe and secure for the fireworks show.

After our site meetings, Pyro Shows East Coast, who has provided the Town's July 4th fireworks show for many years, did not feel they could meet the request to use the YMCA site. Pyrotecnico presented the Town with a proposal for this year's event. The shell count will not only be higher, but the show provided by Pyrotecnico will be choreographed to different soundtracks each night to create an immersive experience.

Pyrotecnico has not provided fireworks for the Harrisburg July 4th Celebration. However, they have done the fireworks shows at the Rockin the Burgs in 2024 and 2025. The shows they have provided at the Rockin the Burg concerts have gone above and beyond expectations and staff has received nothing but positive feedback about these shows. Staff feels the shows Pyrotecnico could provide on July 3 and 4 will truly light up the sky and showcase a true celebration of Independence Day and the 250th Anniversary of the adoption of the Declaration of Independence!

Recommendation:

Staff recommends approval of the contract with Pyrotecnico for fireworks displays on July 3 and 4 at the 2026 Harrisburg July 4th Celebration event.

Fiscal Impact:

The total cost for the fireworks shows on two days, July 3 and 4, 2026, will cost \$70,000. This is part of a total event budget of \$470,000.

Attachments:

1. Pyrotecnico Contract - 1.29.26 - with attorney revisions

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement (“Agreement”) entered into this on **January 28, 2026** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **Town of Harrisburg, NC** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services (“Fireworks Display”), including the services of Pyrotecnico’s on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **REFER TO ATTACHMENT “A”** (the “Display Date”), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **March 1, 2026** (“Expiration Date”). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum(s) of **REFER TO ATTACHMENT “A”**(the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **REFER TO ATTACHMENT “A”** to be due **REFER TO ATTACHMENT “A”** and the final balance shall be due **REFER TO ATTACHMENT “A”**.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico’s truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **REFER TO ATTACHMENT “A”** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico’s truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **REFER TO ATTACHMENT “A”** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall be made jointly by Pyrotecnico and CUSTOMER. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **REFER TO ATTACHMENT “A”**.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for the fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price. Clean-up of unexploded ordnance and all firing equipment shall be the responsibility of Pyrotecnico.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **600 FEET** at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate personnel protection to prevent spectators from entering display area; (e) Directly secure, confirm, and pay for 24-hour security of the set-up and discharge areas at the Display Site, if required, beginning upon the arrival of Pyrotecnico’s fireworks product through the completion of the Fireworks Display; (f) Search of the fallout area at first light following a nighttime display; and (g) Provide credit as “Fireworks by Pyrotecnico” in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policies. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured, but should include coverage or any risk involving the fireworks. CUSTOMER has the right to approve Pyrotecnico’s insurance coverage or if considered inadequate by CUSTOMER, the right to have coverages increased.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys’ fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives; or (b) the failure of CUSTOMER to comply with its obligations under this Agreement Pyrotecnico shall indemnify, defend and hold harmless CUSTOMER and its elected board, staff, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys’ fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of Pyrotecnico or its employees, agents, contractors or representatives or (b) the failure of Pyrotecnico to comply with its obligations under this Agreement. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

SIGNATURES TO FOLLOW ON NEXT PAGE

Customer Initials: _____

PYROTECNICO:

By (sign): 

Name: **Lynn Ann Hamed**

Title: **Corporate Secretary**

Date: **January 28, 2026**

Address: 299 Wilson Road

New Castle PA 16101

Phone: (724) 652-9555

Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign) : _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: : _____

ATTACHMENT A

DISPLAY DATE	CONTRACT PRICE	DEPOSIT	DEPOSIT DUE DATE	BALANCE DUE DATE	POSTPONEMENT FEE - NOT LEFT FACILITY	POSTPONEMENT FEE - LEFT FACILITY	CANCELLATION FEE
July 3, 2026	\$35,000.00 (*includes \$125.00 permit fee)	\$0.00	N/A	Net 30	\$5,250.00	\$14,000.00	\$17,500.00
July 4, 2026	\$35,000.00 (*includes \$125.00 permit fee)	\$0.00	N/A	Net 30	\$5,250.00	\$14,000.00	\$17,500.00

Customer Initials: _____

CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Legal Entity Contracting Pyrotecnico: _____

Primary Point of Contact Name: _____

Phone: _____ Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Display Date(s): _____ Display Start Time(s): _____

Rain Date(s): _____

Day-of-Display Contact Name: _____

Day-of-Display Mobile Phone Number: _____

Day-of-Display Email: _____

Display Site Location(s) and Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

If Applicable - Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured):

Customer Initials: _____



**** Approximately 250' from front of building**

- Fire
- Closed
- Safety Fallout Zone

- Radius
- 1,100'+ From Gas Storage
- 6" Maximum Device Per Pyrotechnico 100' Per Inch Policy

600' Safety Fall Out Radius

Town of Harrisburg	Display Site Plan	5055 Z-Max Blvd. Harrisburg, NC 28075	<p>NOTES: Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.</p> <p>REVISED DATE: 11/13/25</p> <p>Drawn By: Chaz Adams</p>

Town of Harrisburg

Display Site Plan

5055 Z-Max Blvd.
Harrisburg, NC 28075

NOTES:
Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.

REVISED DATE:
11/13/25

Drawn By:
Chaz Adams



- Approximate fireworks



- FD/Fire personnel



- 600' radius for fireworks

** Approximately 250' from front of building