



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

**March 16, 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 February 9, 2026, Town Council Meeting
- B. Consideration of H-2026-01-Anx-Peach Orchard Subdivision: Certify the sufficiency of the annexation petition and call for Public Hearing to Annex two properties, (PID# 55150573720000 & 55152604280000) located at 10960 & 11011 Peach Orchard Road, into the Town of Harrisburg.
- C. Consideration of FY2026 Financial Audit Contract
- D. Consideration of Youth Council Grant Award and related FY2026 Budget Ordinance Amendment

3. COMMUNICATIONS

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

3. Fire Department Report
 - C. MAYOR'S COMMENTS
 - D. COUNCIL COMMENTS
 4. **PUBLIC HEARINGS**
 5. **OLD BUSINESS**
 6. **NEW BUSINESS**
 - A. Consideration of Contract with Kell Marketing to construct a Restroom/Shelter Facility at Holcomb Woods Athletic Complex and related Capital Project Ordinance Amendment
 - B. Consideration of Change Order 1 with Kimley Horn for Professional Design Services Contract for BL-0086 - Hickory Ridge Road Sidewalk
 - C. Consideration of Contract with Lumin Strategies for Legislative Advocacy and Education
 - D. Consideration of a Resolution to appoint a Deputy Finance Officer
 7. **ACTION ITEMS**
 8. **CLOSED SESSION**
 9. **ADJOURNMENT**
-

Vision Statement

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

Mission Statement

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



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the February 9, 2026, Town Council Meeting

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the February 9, 2026, Town Council meeting.

Description/Background:

Draft minutes of the February 9, 2026, Town Council meeting are presented for consideration.

Recommendation:

Approval

Fiscal Impact:

n/a

Attachments:

1. Feb. 9 TC Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, FEBRUARY 9, 2026
6:00PM**

MINTUES

Mayor Jennifer Teague called the meeting to order.

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

1A.

CALL TO ORDER

Mayor Teague called the meeting to order.

1B.

AGENDA ADOPTION

MOTION:

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

1C.

INVOCATION

Councilmember Thevenin conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

None

1F.

PUBLIC COMMENT

- Chad Baucom, 4393 Fox Field Court, Harrisburg – advocating for the Friends of Harrisburg Greenways and ultimately just building greenways to have the ability for community connectivity.

- Brett Crosby, Harrisburg YMCA - gave an update on the opening and success this far for the Harrisburg YMCA. As part of the agreement with the Town, we currently have 76 employees with memberships. Summer camp registration starts next week, we anticipate serving over 130 kids a week this summer. Afterschool programs are growing; we are still hosting Town Basketball games and next week the Special Olympics will be using our pool.
- Martin Wheeler, 5541 Prosperity View Dr, Charlotte – spoke on the train station and train service that comes through Harrisburg. I am the president of the All Aboard Carolina’s organization and hopefully in the future you will get to a station, and we will be part of that.

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

MOTION:

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

3A.

COMMUNICATIONS

Town Manager Report

- I would like to thank Friends of the Greenway and our other two speakers tonight who are all partnerships looking towards Harrisburg on whatever the special interest might be.
- I would like to thank our staff, Public Works department and Fire, for the incredible work they have done over the past few weeks with the inclement weather. I got lots of emails and calls from the community who were very impressed with the work that our staff did and that means a lot.
- We have budget workshop #1 coming up on February 18th and I would like to invite everybody in the room and everybody listening at home, please engage.
- Presented the 2026 Q2 (Quarterly Report). The Quarterly Report is available on the Town’s website.

3B.

COMMUNICATIONS

Finance Report

Finance Director Brian Lee presented the Finance report.

3C.

COMMUNICATIONS

Law Enforcement Report:

Lieutenant Helms presented the Law Enforcement report.

3D.

COMMUNICATIONS

Fire Department Report:

Fire Chief Bryan Dunn presented the Fire Department report.

3E.

COMMUNICATIONS

Transportation Report:

Public Works Director Jonathan Young and Town Engineer Devin Huston presented the Transportation report.

3F.

COMMUNICATIONS

MAYOR'S COMMENTS

- Several of us attended the elected officials breakfast hosted by Centralina a couple of weeks ago and we had a great discussion with our state treasurer.
- We were able to squeeze out our budget retreat before the ice storm happened.
- Our housing summit was held along with the Caldwell Extension public engagement meeting.
- This coming Thursday will be the second One Harrisburg open house at the YMCA; we would love to have a great turnout. I am incredibly proud and thankful for our staff and our council for putting the time and effort into this project. The Town received 900 responses from our survey which is unheard of.
- Our next budget workshop will be on February 18th.
- March 5th, we have our Highway 49 public engagement meeting, all these dates and times can be found on our website.

3G.

COMMUNICATIONS

COUNCIL COMMENTS

Councilmember Faw

- I would like to congratulate Brian Lee, I think it's a signal not only to Brian but to his investment in our community but our investment in him and I was telling Rob before the meeting, the best place to find new employees is old employees.

Councilmember Thevenin

- I would like to commend Public Works and the fire department and everyone else for the work they did last week on getting those roads cleared off.

4A.

PUBLIC HEARING

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

The public hearing was opened.

Speaking:

- Jeff Young, Community Planner

The public hearing was then closed.

After some discussion, the following action was taken:

MOTION:

Councilmember Smith made a motion to approve H-2025-01-Anx the Burg Property annexing the subject property into the Town of Harrisburg. Second was made by Councilmember Faw. **The motion passed 6-0 (Councilmember Thevenin recused himself from this hearing).**

4B.

PUBLIC HEARING

H-2025-02-R Foils: Request to Rezone 3.85-acre site from Neighborhood Commercial to a Conditional General Commercial Zoning District. 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 qualify for a one-meeting process.

The public hearing was opened.

Speaking:

- Bridgett Grant, 100 N Tryon Street, Charlotte
- Mike Torrance, 851 Burrage Rd, Concord

The public hearing was then closed.

After some discussion, the following action was taken:

MOTION:

Councilmember Banks made a motion to approve H-2025-02-R Foils Map Amendment request rezoning the property to a Conditional General Commercial (GC); and make the required finding for reasonableness and consistency with the HALUP. Second was made by Councilmember Glover. **The motion passed 7-0.**

5A.

OLD BUSINESS

None

6A.

NEW BUSINESS

Consideration of Contract for Fireworks for the Harrisburg July 4th Celebration. 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 show on July 3rd, and 4th have been expanded to celebrate this special occasion.

Staff have 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 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 some discussion, the following action was taken:

MOTION:

Councilmember Thevenin made a motion to approve the contract for fireworks for the Harrisburg July 4th Celebration. Second was made by Councilmember Faw. **The motion passed 7-0.**

7.

ACTION ITEMS

None

8. CLOSED SESSION

MOTION:

Councilmember Glover made a motion to go into Closed Session to discuss legal matters and property acquisition. Second was made by Councilmember Thomas. **The motion passed 7-0.**

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

MOTION:

Councilmember Glover made a motion to come out of Closed Session to return to regular business. Second was made by Councilmember Cottell. **The motion passed 7-0.**

9.

ADJOURNMENT

MOTION:

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of H-2026-01-Anx-Peach Orchard Subdivision: Certify the sufficiency of the annexation petition and call for Public Hearing to Annex two properties, (PID# 55150573720000 & 55152604280000) located at 10960 & 11011 Peach Orchard Road, into the Town of Harrisburg.

Presenting Personnel:

Shelley DeHart, Assistant Planning Director

Suggested Motion or Action:

Motion to accept the Certificate of Sufficiency and adopt the Resolution fixing the public hearing date for Petition H-2026-01 Anx for the April 13, 2026 Town Council Meeting at 6:00 p.m.

Description/Background:

The property owner of a parcel located at 10960 & 11011 Peach Orchard Road (PID# 55150573720000 & 55152604280000) has petitioned to annex into the Town jurisdictional boundaries.

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

Recommendation:

Staff recommends accepting the Certificate of Sufficiency and Adopting the Resolution Fixing the Public Hearing Date for April 13, 2026, at 6:00 p.m.

Fiscal Impact:

N/A

Attachments:

1. Fully Executed Peach Orchard Annexation App
2. Annexation Survey
3. Directing Town Clerk to Investigate Annexation Petitions 5-13-2024
4. CERTIFICATE OF SUFFICIENCY
5. RESOLUTION OF PUBLIC HEARING - non contiguous
6. Attachment C _CMR Pulte Peach Orchard Rd Harrisburg (14643987.1)
7. Attachment B - 1st Rezoning Submittal
8. Attachment A _ Cond. Zoning App
9. H-2026_01_Peach Orchard_PB Report

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: 10960 & 11011 Peach Orchard Rd., Harrisburg, NC 28075
- b. Tax Map and Parcel Number (PIN): 55150573720000, 55152604280000
- c. Current Zoning: CR
- d. Current Land Use: Residential
- e. Area to be annexed is: Contiguous Non-Contiguous
- f. Boundaries of territory to be annexed (attach separate sheet or describe below):

Annexation boundary map and description is attached.


3. Contact Information

- a. Contact Person: Lisa Thompson
Company: Moore & VanAllen
Address: 100 N. Tryon St., Suite 4700 City, State, Zip: Charlotte, NC 28202
Phone Number: 704.331.1079 Email Address: lisathompson@mvalaw.com
- b. Applicant Name (if different than above): William Gaines Hunter
Company: Pulte Group, Inc.
Address: 3430 Toringdon Way, Suite 201 City, State, Zip: Charlotte, NC 28277
Phone Number: 704.212.6321 Email Address: william.hunter@pultegroup.com
- c. Owner Name: Divine Armistead Eugene Estate
Company: c/o Steve Rich and Robert M. Critz, Co-Commissioners
Address: 10960 & 11011 Peach Orchard Rd. City, State, Zip: Harrisburg, NC 28075
Phone Number: _____ Email Address: _____

4. Signature of Owner(s)

Owner Name: Divine Armistead Eugene Estate Address: 10960 & 11011 Peach Orchard Rd.

Owner Signature: Robert M. Critz, Co-Commissioner Date: 12/15/2025

Owner Name:  Address: _____

Owner Signature: Co-Commissioner Date: 12/15/2025

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: William Gaines Hunter Submittal Date: _____

Applicant Signature: 

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: January 22, 2026

Application Number: H-2026-01-Anx

Is Application Complete?

Yes

No

Public Hearing Date(s): TBD

January 22, 2026

Published Notice Date:

Mailed Notice Date:

Posted Notice Date:

Final Action Applicant Notification Mailed Date:

Town Staff Signature:

Record of Decision

Reviewed By:

Recommendation:

Approve

Deny

Final Action:

Approve

Deny

NOTES:

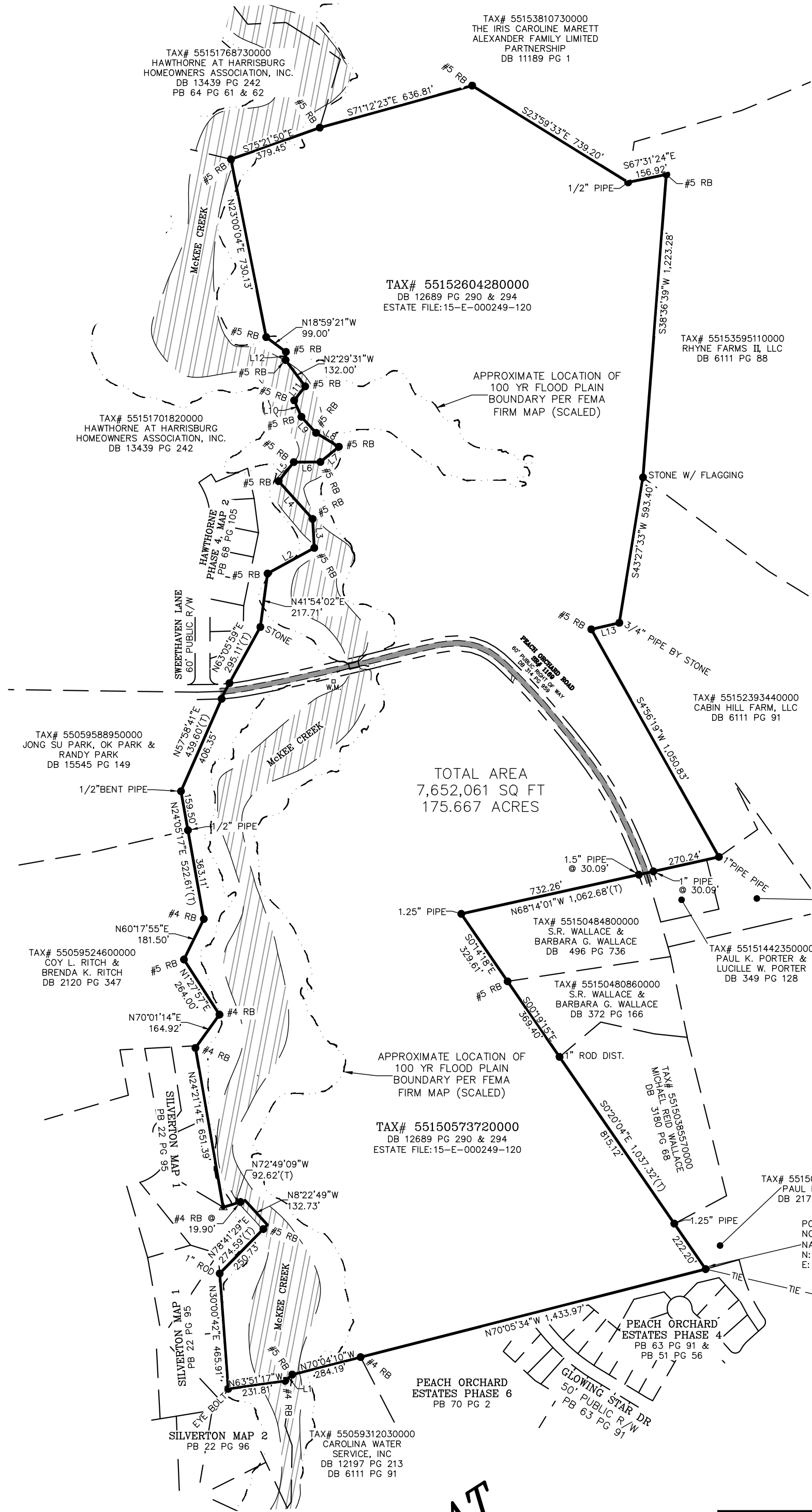
THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHTS-OF-WAY.
 SET #5 REBAR AT ALL CORNERS UNLESS OTHERWISE NOTED.
 AREAS COMPUTED BY COORDINATE METHOD.
 UNADJUSTED RATIO OF PRECISION: 1:25,568
 SUBJECT TRACT ADDRESS: PEACH ORCHARD ROAD
 TOTAL ACREAGE FOR THE AREA ENCOMPASSED BY THIS MAP IS: 175.667 ACRES
 NO DEVELOPMENTAL STUMP HOLES REPORTED TO THIS FIRM WITHIN THE LOTS WHICH MAKE UP THIS MAP.
 SUBJECT TAX PARCEL: 55150573720000 & 55152604280000
 SUBJECT TRACT DEED REFERENCE: DB 12689 PG 290 & 294
 THE GRAPHIC REPRESENTATION OF THE UNDERGROUND UTILITIES SHOWN ON THIS PLAT WERE ESTABLISHED BY FIELD LOCATION OF PAINT MARKS AND/OR PIN FLAGS PLACED BY UTILITY LOCATION CONTRACTOR AND OTHER INFORMATION SHOWING APPROXIMATE LOCATION.
 NO NGS OR NCGS TRAVERSE WITHIN 2000 FEET OF THIS SITE.

OWNERSHIP INFORMATION

DB 12689 PG 290:
 CHRISTOPHER CIANCIOLO AND TINA GOETZ CIANCIOLO, TRUSTEES OF THE FRANK CIANCIOLO SPECIAL NEEDS TRUST, OF BURNS, TN.
 DB 12689 PG 294:
 ANDREA CIANCIOLO, CHRISTOPHER CIANCIOLO AND TINA GOETZ CIANCIOLO, TRUSTEES OF THE ANDREA CIANCIOLO SPECIAL NEEDS TRUST OF BURNS, TN.
 ESTATE FILE 15-E-000249-120:
 DAWANA DIVINE; HAL HAMILTON DIVINE, IV; JACQUELINE (JACKIE) DIVINE GRAVES; CHRISTOPHER (CHRIS) CIANCIOLO, INDIVIDUALLY; CHRISTOPHER (CHRIS) CIANCIOLO AND TINA GOETZ CIANCIOLO, AS TRUSTEES OF THE ANDREA CIANCIOLO SPECIAL NEEDS TRUST; CHRISTOPHER (CHRIS) CIANCIOLO AND TINA GOETZ CIANCIOLO, AS TRUSTEES OF THE FRANK CIANCIOLO SPECIAL NEEDS TRUST; JOHN C. MCMANUS, III AND HEIRS OF ANN DIVINE HAILEY; ESTATE OF ARMSTEAD EUGENE DIVINE

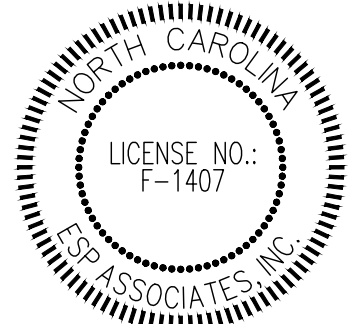


SUBJECT TRACT GRAPHICALLY LOCATED WITHIN SPECIAL FLOOD HAZARD AREAS PER FEMA FIRM MAP NUMBER 3710550500M WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2018 AND 3710551500K WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2018.



LINE #	DIRECTION	LENGTH
L1	S83°01'43"W	38.00'
L2	S84°29'13"E	214.47'
L3	N31°00'19"E	116.80'
L4	N07°48'21"W	204.85'
L5	N72°48'02"E	98.12'
L6	S56°07'56"E	107.32'
L7	N84°42'07"E	96.27'
L8	N24°25'59"W	107.68'
L9	N08°13'25"W	87.38'
L10	N10°37'31"E	72.67'
L11	N72°30'35"E	71.40'
L12	N36°30'20"E	33.00'
L13	N68°42'18"W	115.84'

- LEGEND**
- DB - DEED BOOK
 - PB - PLAT BOOK
 - PG - PAGE
 - BWF - BARBED WIRE FENCE
 - WWF - WOVEN WIRE FENCE
 - OU - OVERHEAD UTILITY
 - RB - REBAR
 - SR# - SECONDARY ROAD NUMBER
 - SS - SANITARY SEWER
 - SD - STORM DRAIN
 - R/W - RIGHT OF WAY
 - FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM - FLOOD INSURANCE RATE MAP
 - NCGS - NORTH CAROLINA GEODETIC SURVEY
 - EP - EDGE OF PAVEMENT
 - - FOUND CORNER
 - ▲ - FOUND CONSERVATION EASEMENT DISC
 - - SET CORNER (#5 REBAR)
 - - BOUNDARY LINE
 - - - - - ADJOINING BOUNDARY LINE (NOT SURVEYED)
 - - - - - 100 YR FLOOD PLAIN BOUNDARY (SCALED)
 - ▨ - PAVEMENT
 - ▨ - FEMA FLOODWAY



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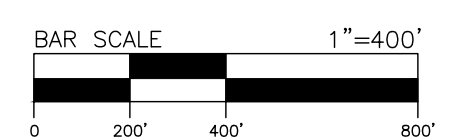
ESP Associates, Inc.
 P.O. Box 7030
 Charlotte, NC 28241
 3475 Lakemont Blvd.
 Fort Mill, SC 29708
 704-583-4949 (NC)
 803-802-2440 (SC)
 www.espassociates.com

CERTIFICATE OF SURVEY ACCURACY

ROBERT D. BARTLETT CERTIFIES THAT THIS PLAT WAS PREPARED FROM A RECORD BOOK MADE UNDER MY SUPERVISION (DEED DESCRIPTION ORDERED BY BOOK 288 AND PAGE 290 & 294); THAT THE SURVEY WAS NOT SURVEYED ARE SHOWN AS BROKEN LINES FOUND IN DEEDS; AND AS NOTED; THAT THE RATION OF PRECISION IS 1:25,568; AND THAT THIS PLAT MEETS THE REQUIREMENT OF G.S. 47-30 AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF ACCURACY.

WITNESS MY ORIGINAL SIGNATURE, SEAL THIS ____ DAY OF _____, 2025.

ROBERT D. BARTLETT NCPLS: L-3635



NCGS MONUMENT "PEACHES"
 NC GRID COORDS
 NAD 83/2011
 N: 549,390.16
 E: 1,513,953.88
 ELEV: 726.7 (NAVD 88)
 C.F.: 0.99984258

ANNEXATION SURVEY OF: TAX PARCEL 55150573720000 & TAX PARCEL 55152604280000 CONTAINING 175.667 ACRES		PROJECT NO 25-01456-SUR-002
LOCATED IN: NO. 4 TOWNSHIP CABARRUS COUNTY NORTH CAROLINA		SCALE 1"=400'
PULTE HOME COMPANY, LLC 3430 TORINGDON WAY, SUITE 201 CHARLOTTE, NC 28277		DATE December 18, 2025
CLIENT:		DRAWN BY TFB
SHEET 1 OF 1		CHECKED BY RDB
		DATE SURVEYED DECEMBER 2025
		DRAWING NO 25-01456-SUR-002_ANNEX



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

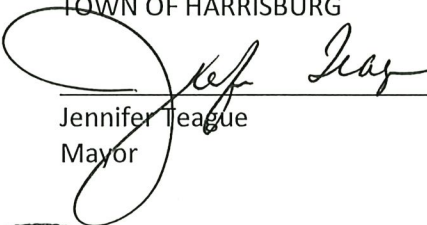
WHEREAS, pursuant to the power vested in the Town Council by the constitution and statutes of the State of North Carolina and the Town Charter, the Town Council issues the following resolution.

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





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-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 26th day of January 2026.

(Seal)



Janet Rackley, Clerk



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-58.1**

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 April 13, 2026.

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

AS SURVEYED PARCEL DESCRIPTION:

COMMENCING FROM NORTH CAROLINA GEODETIC SURVEY MONUMENT "PEACHES" HAVING NORTH CAROLINA NAD 83(2011) GRID COORDINATES NORTHING: 549,390.16, EASTING: 1,513,953.88, PROCEED N 42°44'22" W 4,840.36 FEET (GROUND DISTANCE) TO THE POINT OF BEGINNING A FOUND #5 REBAR AND A COMMON CORNER WITH PEACH ORCHARD ESTATES PHASE 4 AS RECORDED IN PLAT BOOK 63 PAGE 91 AND PLAT BOOK 51 PAGE 56 OF THE CABARRUS COUNTY REGISTRY AND PEACH ORCHARD ESTATES PHASE 6 AS RECORDED IN PLAT BOOK 70 PAGE 2 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH PEACH ORCHARD ESTATES PHASES 4 AND 6 N 70°05'34" W 1,433.97 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH CAROLINA WATER SERVICE, INC. AS RECORDED IN BOOK 12197 PAGE 213 AND BOOK 6111 PAGE 91 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH CAROLINA WATER SERVICE, INC. N 70°04'10" W 284.19 FEET TO A FOUND #5 REBAR A COMMON CORNER WITH SILVERTON MAP 2 AS RECORDED IN PLAT BOOK 22 PAGE 96 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH SILVERTON MAP 2 THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) S 83°01'43" W 38.00 FEET TO A FOUND #4 REBAR, 2) N 63°51'17" W 231.81 FEET TO A FOUND EYE BOLT A COMMON CORNER WITH SILVERTON MAP 1 AS RECORDED IN PLAT BOOK 22 PAGE 95 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH SILVERTON MAP 1 THE FOLLOWING FIVE (5) COURSES AND DISTANCES; 1) N 30°00'42" E, PASSING A FOUND #4 REBAR AT 228.21 FEET, A TOTAL DISTANCE OF 465.91 FEET TO A FOUND 1" ROD, 2) N 78°41'29" E, PASSING A FOUND #5 REBAR AT 250.73 FEET, A TOTAL DISTANCE OF 274.59 FEET TO A POINT IN MCKEE CREEK CONTINUING IN MCKEE CREEK, 3) N 08°22'49" W 132.73 FEET TO A POINT, LEAVING MCKEE CREEK, 4) N 72°49'09" W, PASSING A FOUND #4 REBAR AT 19.90 FEET, A TOTAL DISTANCE OF 92.62 FEET TO A FOUND CONSERVATION EASEMENT DISK, 5) N 24°21'14" E, PASSING A FOUND #5 REBAR AT 364.87 FEET, A TOTAL DISTANCE OF 651.39 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH COY L. RITCH AND BRENDA K. RITCH AS RECORDED IN BOOK 2120 PAGE 347 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH COY L. RITCH AND BRENDA K. RITCH THE FOLLOWING FOUR (4) COURSES AND DISTANCES; 1) N 70°01'14" E 164.92 FEET TO A FOUND #4 REBAR, 2) N 01°27'57" E 264.00 FEET TO A FOUND #5 REBAR, 3) N 60°17'55" E 181.50 FEET TO A FOUND #4 REBAR, 4) N 24°05'17" E 363.11 FEET TO A FOUND ½" PIPE A COMMON CORNER WITH JONG SU PARK,



OK PARK AND RANDY PARK AS RECORDED IN BOOK 15545 PAGE 149 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH JONG SU PARK, OK PARK AND RANDY PARK THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) N 24°05'17" E 159.50 FEET TO A 1/2" PIPE, 2) N 57°58'41" E, PASSING A FOUND #5 REBAR AT 406.35 FEET, A TOTAL DISTANCE OF 439.60 FEET TO A POINT IN THE CENTER OF PEACH ORCHARD ROAD SR# 1169 HAVING A 60' PUBLIC RIGHT-OF-WAY AS RECORDED IN BOOK 314 PAGE 959 OF THE CABARRUS COUNTY REGISTRY AND BEING A COMMON CORNER WITH HAWTHORNE AT HARRISBURG HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN BOOK 13439 PAGE 242 AND PLAT BOOK 64 PAGES 61 AND 62 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH HAWTHORNE AT HARRISBURG HOMEOWNERS ASSOCIATION, INC. THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES, 1) N 63°05'59" E, PASSING A FOUND #5 REBAR AT 37.46 FEET, A TOTAL DISTANCE OF 295.11 FEET TO A FOUND STONE, 2) N 41°54'02" E 217.71 FEET TO A FOUND #5 REBAR, 3) S 84°29'13" E 214.47 FEET TO A FOUND #5 REBAR, 4) N 31°00'19" E 116.80 FEET TO A FOUND #5 REBAR, 5) N 07°48'21" W 204.85 FEET TO A FOUND #5 REBAR, 6) N 72°48'02" E 98.12 FEET TO A FOUND #5 REBAR, 7) S 56°07'56" E 107.32 FEET TO A FOUND #5 REBAR, 8) N 84°42'07" E 96.27 FEET TO A FOUND #5 REBAR, 9) N 24°25'59" W 107.68 FEET TO A FOUND #5 REBAR, 10) N 08°13'25" W 87.38 FEET TO A FOUND #5 REBAR, 11) N 10°37'31" E 72.67 FEET TO A FOUND #5 REBAR, 12) N 72°30'35" E 71.40 FEET TO A FOUND #5 REBAR, 13) N 02°29'31" W 132.00 FEET TO A FOUND #5 REBAR, 14) N 36°30'20" E 33.00 FEET TO A FOUND #5 REBAR, 15) N 18°59'21" W 99.00 FEET TO A FOUND #5 REBAR, 16) N 23°00'04" E 730.13 FEET TO A FOUND #5 REBAR, 17) S 75°21'50" E 379.45 FEET TO A FOUND #5 REBAR A COMMON CORNER WITH THE IRIS CAROLINE MARRETT ALEXANDER FAMILY LIMITED PARTNERSHIP AS RECORDED IN BOOK 11189 PAGE 1 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH THE IRIS CAROLINE MARRETT ALEXANDER FAMILY LIMITED PARTNERSHIP THE FOLLOWING TWO (2) COURSES AND DISTANCES, 1) S 71°12'23" E 636.81 FEET TO A FOUND #5 REBAR, 2) S 23°59'33" E 739.20 FEET TO A FOUND 1/2" PIPE A COMMON CORNER WITH RHYNE FARMS II, LLC AS RECORDED IN BOOK 6111 PAGE 88 OF THE CABARRUS COUNTY REGISTRY THENCE WITH THE COMMON LINE OF RHYNE FARMS II, LLC THE FOLLOWING TWO (2) COURSES AND DISTANCES, 1) S 67°31'24" E 156.92 FEET TO A FOUND #5 REBAR, 2) S 38°36'39" W 1,223.28 FEET TO A FOUND STONE WITH FLAGGING A COMMON CORNER WITH CABIN HILL FARM, LLC AS RECORDED IN BOOK 6111 PAGE 91 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH CABIN HILL FARM, LLC THE FOLLOWING THREE (3) COURSES AND DISTANCES; 1) S 43°27'33" W 593.40 FEET TO A 3/4" PIPE BY STONE, 2) N 68°42'18" W 115.84 FEET TO A FOUND #5 REBAR, 3) S 04°56'19" W 1,050.83 FEET TO A 1" PIPE BY STONE A COMMON CORNER WITH PAUL K. PORTER AND LUCILLE W. PORTER AS RECORDED IN BOOK 349 PAGE 128 AND BOOK 496 PAGE 733 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH PAUL K. PORTER AND LUCILLE W. PORTER N 68°14'01" W, PASSING A FOUND 1" PIPE AT 270.24 FEET A TOTAL DISTANCE OF 300.33 FEET TO A POINT IN THE CENTER OF AFOREMENTIONED PEACH ORCHARD ROAD SR# 1169 A COMMON CORNER WITH S.R. WALLACE AND BARBARA G. WALLACE AS RECORDED IN BOOK 496 PAGE 736 AND BOOK 372 PAGE 166 OF THE CABARRUS COUNTRY REGISTRY, THENCE WITH THE COMMON LINE WITH S.R. WALLACE AND BARBARA G. WALLACE THE FOLLOWING THREE (3) COURSES AND DISTANCES, 1) N 68°14'01" W, PASSING A FOUND 1.5" PIPE AT 30.09' A TOTAL DISTANCE OF 762.35 FEET TO A FOUND 1.25" PIPE, 2) S 00°14'18" E 329.61 FEET TO A FOUND #5 REBAR, 3) S 00°19'15" E, PASSING A FOUND 1.25 PIPE AT 64.47 FEET A TOTAL DISTANCE OF 369.40 FEET TO A FOUND 1" ROD A COMMON CORNER WITH MICHAEL REID WALLACE AS RECORDED IN BOOK 3180 PAGE 68 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH MICHAEL REID WALLACE S 00°20'04" E 815.12 FEET TO A FOUND 1.25" PIPE A COMMON CORNER WITH PAUL PORTER AS RECORDED IN BOOK 217 PAGE 150 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON CORNER WITH PAUL PORTER S 00°20'04" E 222.20 FEET TO THE POINT OF BEGINNING CONTAINING 175.667 ACRES MORE OR LESS.

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, Clerk

COMMUNITY MEETING REPORT FOR PULTE PEACH ORCAHRD REZONING

Petitioner: Pulte Homes
Petition Number: H-2026-01
Property: ±175.67 acres located at 10960 & 11011 Peach Orchard Road (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, February 19, 2026, at 6:00 p.m. at the Harrisburg Town Hall, 4100 Main Street, Harrisburg, NC 28075. 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.

PERSONS IN ATTENDANCE AT MEETING:

The list of attendees from the required Community Meeting is attached as **Exhibit A**. The Petitioner representatives at the required Community Meeting were William Gaines Hunter with Pulte, Emily Robak with ESP Associates; and Lisa Thompson with Moore & Van Allen, PLLC.

SUMMARY OF MEETING DISCUSSION:

I. Overview of Petitioner’s Presentation.

Ms. Thompson presented an overview of the 175.67-acre property along Peach Orchard Road in Harrisburg, NC. The site is currently zoned Countryside Residential (CR) in Cabarrus County and the applicant is requesting Conditional Low Density Residential (CZ RL) zoning in Harrisburg upon annexation. She noted that the Town’s Land Use Plan envisions the area to remain predominantly rural with residential densities below one unit per acre; which the proposed plan aligns.

A conceptual site plan was reviewed, illustrating approximately 149 single family lots, open space areas, buffers, and average lot dimensions. Ms. Thompson explained that Pulte intends to dedicate approximately 20.18 acres of land to the Town for use as a public park site.

The team confirmed that improvements identified in the final traffic impact analysis (TIA) will be required of the developer.

Ms. Thompson shared proposed elevations which included imagery from their John Wieland Homes product.

She continued to review the plan benefits and a tentative rezoning timeline, with a Planning Board meeting anticipated on March 17, 2026 and a Public Hearing with Town Council on April 13, 2026.

II. Summary of Questions/Comments and Responses:

Attendees raised concerns related to traffic, roadway conditions, site access, safety, and project impacts. The development team explained that a TIA is currently underway and that Pulte will be required to complete any improvements identified on the final TIA, prior to the first certificate of occupancy. Additional traffic concerns included an existing sight distance limitation along the curve on Peach Orchard Road; the development team explained NCDOT will require adherence to site line standards. It is understood that this may include cutting down the existing hill and removing vegetation. When asked whether Peach Orchard Road would be widened, it was clarified that Pulte will install curb, gutter, and sidewalk along the project frontage, but no full widening is planned. The intersection of Peach Orchard Road and Lower Rocky River Road was also suggested to be reviewed for improvements, which was acknowledged by the development team.

Attendees expressed concerns related to site access and safety due to only one northern access point.

The attendees had several concerns related to the security, maintenance and programming of the future park development. Staff stated that the Town maintains all public parks and will continue to work with the residents to address questions and concerns.

Environmental concerns were also discussed, including the presence of potential nesting areas on the property. Pulte stated they would review this with their environmental consultant and provide confirmation.

Questions were asked regarding the timeline and process. The development team explained the notification process, rezoning and permitting/construction timeline, and where to access the plan.

There being no further questions, the development team thanked the participants for their time and interest in the project.

CHANGES MADE TO PETITION AS A RESULT OF THE MEETING:

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

cc: Shelley DeHart, Town of Harrisburg, Assistant Planning Director
W. Gaines Hunter, Pulte
Bridget Grant and Lisa Thompson, Moore & Van Allen, PLLC

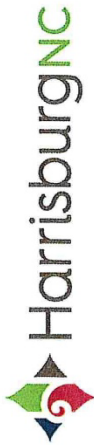


Sign In Sheet
Meeting Date: 2/19/2026

Neighborhood Meeting H-2026-01 R Peach Orchard Subdivision

Exhibit A

PLEASE PRINT YOUR NAME	STREET ADDRESS	CITY	PHONE NUMBER	EMAIL
1. MARTIN MARTIN	3769 JOHN BOSTARD LA	CHARLOTTE	980.258.0721	robdelebsmartine@optonline.net
2. Mary Jettis	11562 Macallano Dr	Charlotte	301-492-3059	mdjettis@aol.com
3. Mike Wallace	11460 Peach Orchard Rd	Harrisburg	704-737-3947	
4. Daniel Wallace	11301 Peach Orchard Rd	Harrisburg	704-621-2866	
5. Shari Howard	11495 Peach Orchard Rd	Harrisburg		sehord@bellsouth.net
6. Randy Howard	" " "	" "		rhoward@yahoo.com
7.				
8.				
9.				
10.				
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12.				
13.				
14.				
15.				



Meeting Date: 2/19/2026

If you wish to speak, please sign up below
H-2026-01 R Peach Orchard Subdivision

PLEASE PRINT YOUR NAME	STREET ADDRESS	CITY	PHONE NUMBER	EMAIL
1. Amy Nappi's	11275 Peach Orchard	Harrisburg		
2. Kaitlin Williams	4558 Surprise Dr.	Harrisburg		willikato@gmail.com
3.				
4.				
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Exhibit A (Cont.)

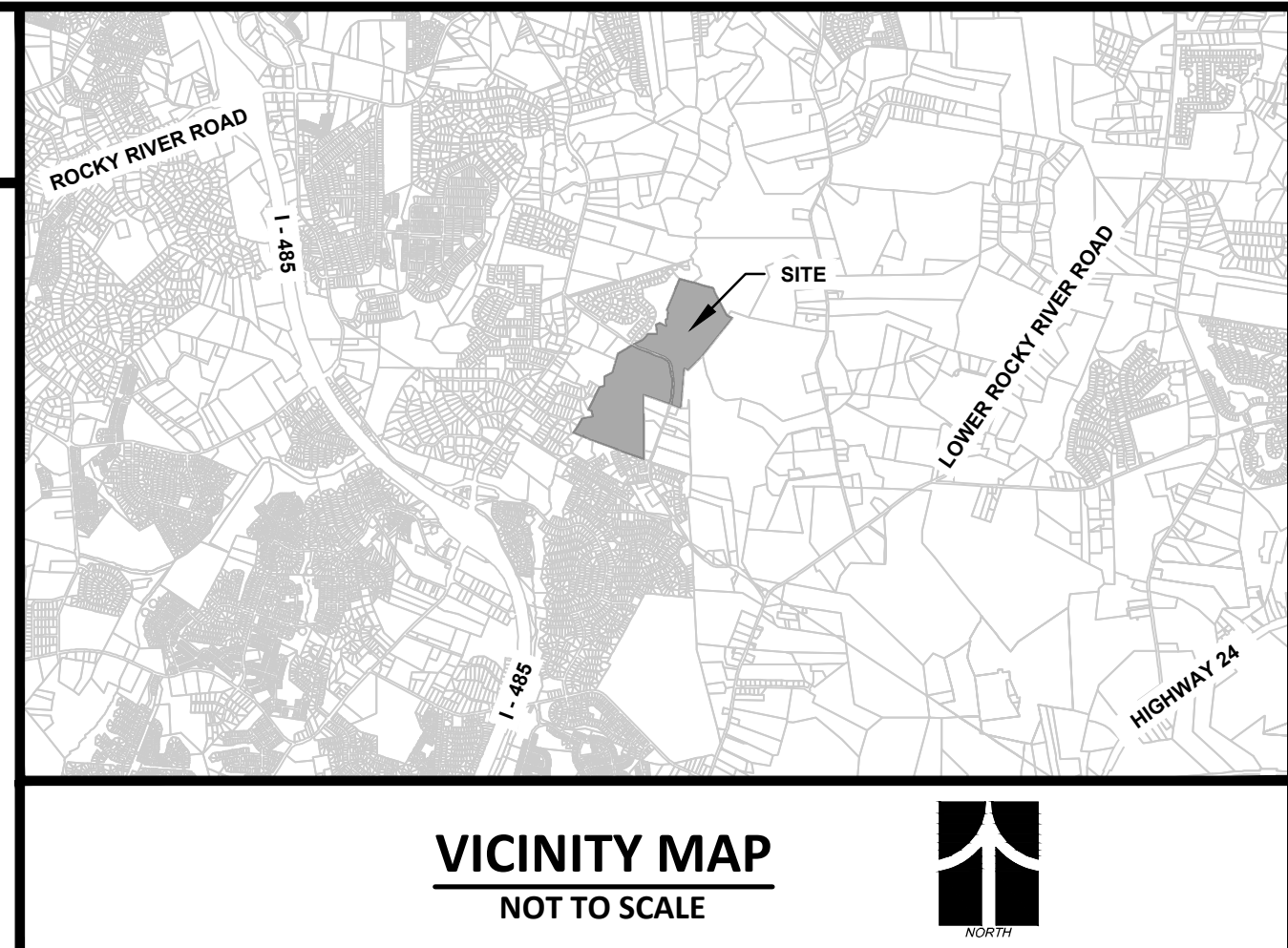
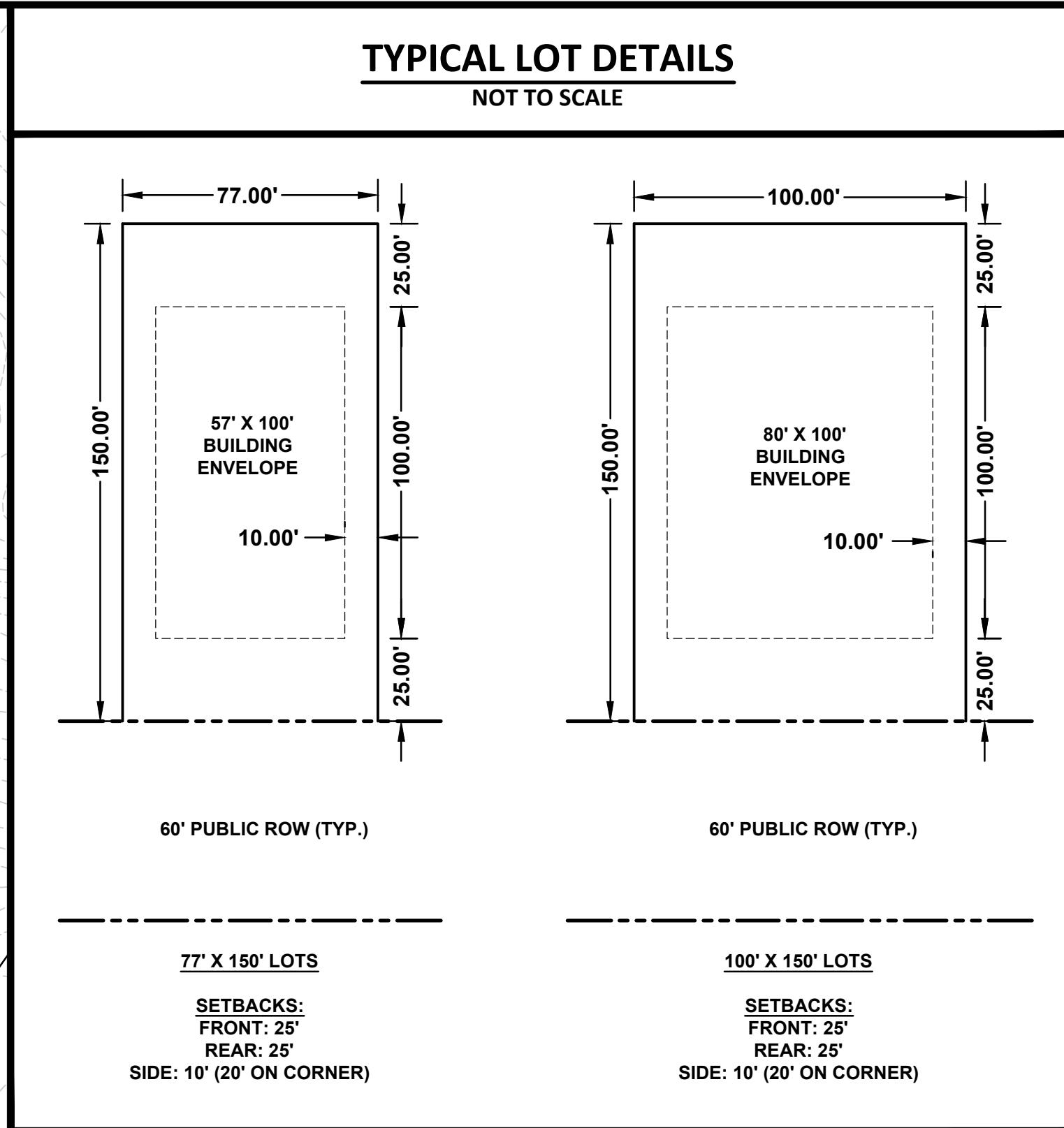
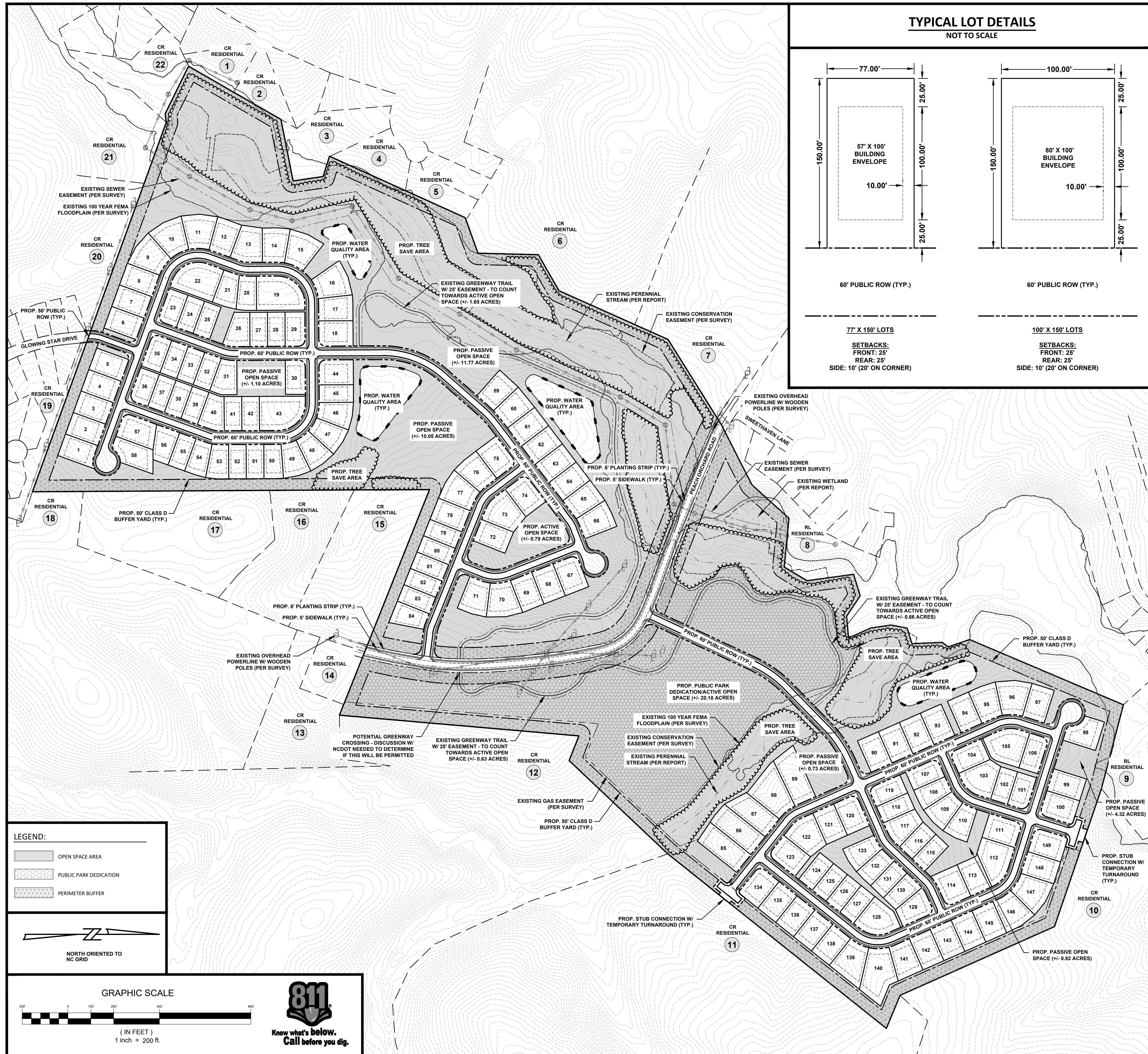


Meeting Date: 2/19/2026

**If you wish to speak, please sign up below
H-2026-01 R Peach Orchard Subdivision**

Exhibit A(Cont.)

PLEASE PRINT	YOUR NAME	STREET ADDRESS	CITY	PHONE NUMBER	EMAIL
1.	Mike Mike Wallace	11460 Peach Orchard Rd	Harrisburg	704-737-3947	
2.	Randy Hard	11495 Peach Orchard	Harrisburg	704-200-8010	
3.	_____				
4.					
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DEVELOPMENT DATA:

TAX PARCELS:	55150573720000 & 55152604280000
TOTAL ACREAGE:	+/- 175.67 ACERS (PER SURVEY)
LOCATION:	CABARRUS COUNTY, NORTH CAROLINA TOWN OF HARRISBURG, NORTH CAROLINA
ZONING:	CR (CABARRUS COUNTY, NORTH CAROLINA) CZ-RL CONSERVATION (TOWN OF HARRISBURG, NORTH CAROLINA)
TOTAL POTENTIAL LOTS:	+/- 149 LOTS 77' X 150' LOTS: +/- 69 LOTS 100' X 150' LOTS: +/- 80 LOTS
PROPOSED DENSITY:	+/- 0.85 DU/AC
OPEN SPACE:	REQUIRED: +/- 52.70 ACRES (30% MIN.)* PROPOSED: +/- 52.70 ACRES (30%)
ACTIVE OPEN SPACE:	REQUIRED: +/- 3.73 ACRES MIN.** PROPOSED: +/- 3.73 ACRES
PUBLIC PARK DEDICATION:	REQUIRED: +/- 4.26 ACRES*** PROPOSED: +/- 20.18 ACRES MIN.
CONNECTIVITY:	REQUIRED: 1.0 (LINKS/NODES) PROPOSED: 1.56 (25 LINKS/16 NODES)
AVERAGE LOT AREA:	REQUIRED: +/- 14,500 SF MIN. PROPOSED: +/- 15,3530 SF

*NOTE: ACTIVE OPEN SPACE AND PUBLIC PARK DEDICATION MAY COUNT TOWARDS OVERALL OPEN SPACE REQUIREMENT.
 **NOTE: ACTIVE OPEN SPACE IS REQUIRED AT A RATE OF 0.025 ACRES PER LOT. (10,025 ACRE X 149 LOTS = +/- 3.73 ACRES).
 ***NOTE: PUBLIC PARK DEDICATION IS REQUIRED AT A RATE OF 1/35TH OF AN ACRE PER LOT (1/35 ACRE X 149 LOTS = +/- 4.26 ACRES).
 ****NOTE: ACTIVE OPEN SPACE AND PARK DEDICATION MAY OVERLAP.

OPEN SPACE BREAKDOWN:

TOTAL OPEN SPACE REQUIRED:	+/- 52.70 ACRES
PASSIVE OPEN SPACE:	+/- 28.79 ACRES
ACTIVE OPEN SPACE:	+/- 3.73 ACRES
PUBLIC PARK DEDICATION:	+/- 20.18 ACRES

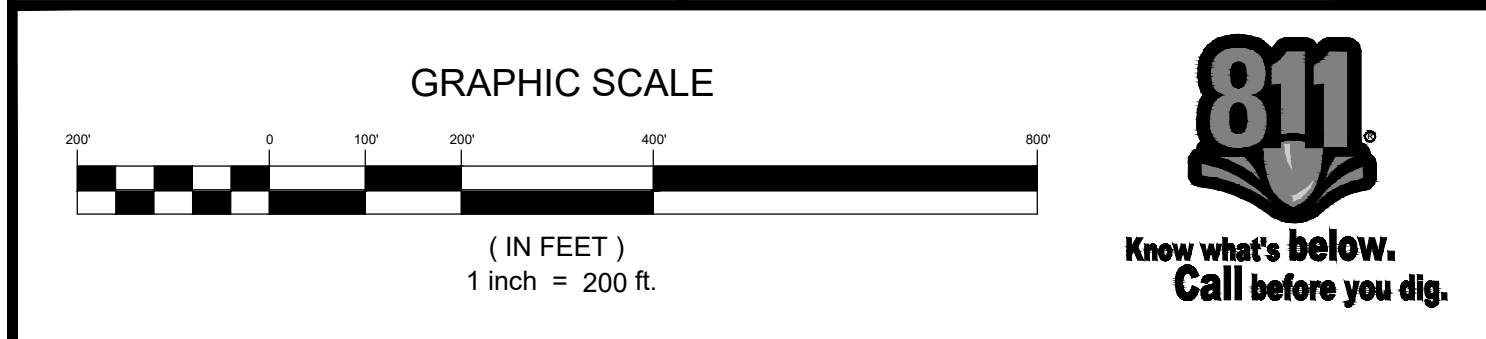
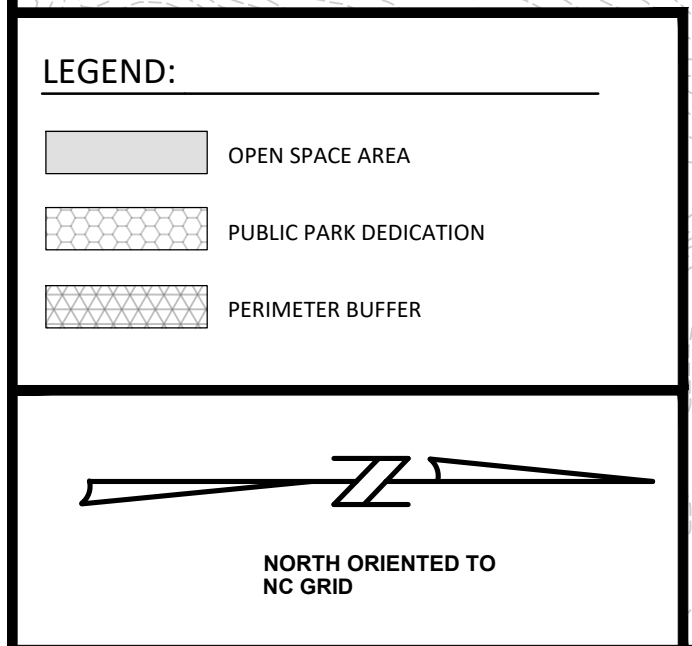
GENERAL NOTES:
 1. BASE INFORMATION PROVIDED BY A SURVEY TITLED 'ALTANSP'S LAND SURVEY OF TAX PARCEL 55150573720000 & TAX PARCEL 55152604280000 CONTAINING 175.687 ACRES' PROVIDED BY ESP ASSOCIATES DATED 11/01/2025 AND CABARRUS COUNTY GIS DATA AND SHOULD BE VERIFIED FOR ACCURACY.
 2. FLOODPLAIN INFORMATION OBTAINED FROM FEMA FIRM PANEL 3710550500M & 3710551500K EFFECTIVE DATE OF STUDY 11/16/2018.
 3. STREAM/WETLAND INFORMATION IS BASED ON PRELIMINARY INFORMATION PROVIDED TO ESP BY A REPORT TITLED 'DELINERATION OF WETLANDS AND WATERS OF THE U.S. - PEACH ORCHARD ROAD' PREPARED BY WETLANDS & WATERS, INC. 08/20/2025 AND CABARRUS COUNTY GIS DATA. FOR PURPOSES OF PREPARATION OF THIS PRELIMINARY CONCEPT PLAN, ANY POTENTIAL WETLAND AREAS AND STREAM FEATURES DEPICTED ON THE PLAN ARE CONSIDERED TO BE PRELIMINARY IN NATURE AND APPROXIMATE IN LOCATION. THE PRELIMINARY CONCEPT PLAN WILL NEED TO BE REVISED ONCE ALL AGENCIES APPROVED ON-SITE WETLAND/STREAM AND APPROPRIATE JURISDICTIONAL BOUNDARIES ARE SURVEYED AND VERIFIED WITH ACCEPTABLE LEVELS OF ACCURACY. UNIT LOSS MAY OCCUR.

ADJACENT PROPERTY OWNERS

REF. #	OWNER	PIN	ZONING
1	HELSEY TIMOTHY JR & LAMB MICHAEL	5505837891000	CR
2	IVANOV MARINA D & IVANOV STANISLAV	5505839906000	CR
3	BASALDUA LUCY & BASALDUA MIGUEL	5505941224000	CR
4	COSTA MARIO DA CRUZ & COSTA MIRNA J	5505942417000	CR
5	MCCORKLE GARY JR & MCCORKLE TERESA	5505943733000	CR
6	RITCH COY L ESTATE & RITCH BRENDA K	5505952460000	CR
7	PARK JONG SU & PARK YOUNG OK	5505958885000	CR
8	HAWTHORNE AT HARRISBURG	5515170162000	CR
9	HAWTHORNE AT HARRISBURG	5515176873000	CR
10	FRED & IRIS ALEXANDER FAMILY LLC	5515381077000	CR
11	RHYNE FARMS II LLC	5515388110000	CR
12	CABIN HILL FARM LLC	5515235440000	CR
13	PORTER PAUL	5515146171000	CR
14	PORTER PAUL	5515144235000	CR
15	WALLACE BARBARA G	5515048480000	CR
16	WALLACE BARBARA G	5515048086000	CR
17	WALLACE MICHAEL REID	5515038557000	CR
18	PORTER PAUL	5515037076000	CR
19	PEACH ORCHARD ESTATES HOMEOWNERS ASSN INC	5515026903000	CR
20	PEACH ORCHARD ESTATES HOMEOWNERS ASSN INC	5505933038000	CR
21	CAROLINA WATER SERVICE INC OF NC	5505931203000	CR
22	CAROLINA WATER SERVICE INC OF NC	5505838467000	CR

PROPERTY OWNERS

OWNER	PIN	ZONING
DIVINE ARMISTEAD EUGENE ESTATE	5515057372000	CR
DIVINE ARMISTEAD EUGENE ESTATE	5515260428000	CR



ESP Associates, Inc.
 P.O. Box 2030
 Charlotte, NC 28241
 3475 Lakemont Blvd.
 Fort Mill, SC 29708
 704-583-0440 (NC)
 803-802-2410 (SC)
 www.espassociates.com

ESP

**PRELIMINARY
NOT FOR
CONSTRUCTION**

BY: _____
 DATE: _____
 REVISION: _____

ZONING MAP AMENDMENT
 CONCEPTUAL SITE PLAN
PEACH ORCHARD ROAD SITE
 TOWN OF HARRISBURG, NC
 PULTE GROUP, INC.

PROJECT INFORMATION
 PROJECT MANAGER: ER
 DESIGNED BY: RM
 DRAWN BY: CP
 PROJECT NUMBER: 25-01456
 ORIGINAL DATE: 01/30/2026
 SHEET:
1 OF 3

**PEACH ORCHARD ROAD SITE
ZONING MAP AMENDMENT - DEVELOPMENT STANDARDS - 01/30/2026**

Site Development Data:

- Acreage: ± 175.67 Acres
- Tax Parcel #: 55150573720000 & 55152604280000
- Existing Zoning: CR (Countryside Residential- Cabarrus County)
- Proposed Zoning: RL- CZ (Conservation, Residential Low-Conditional Zoning)
- Existing Uses: Vacant
- Proposed Uses: Uses permitted by right and under prescribed conditions together with accessory uses as allowed in the RL(CZ) and as further described in Section 2 below.

1. General Provisions:

- Site Location.** These Development Standards form a part of the Rezoning Plan associated with the Rezoning Petition filed by Pulte Group, Inc. ("Petitioner") to accommodate the development of a residential development as generally depicted on the Rezoning Plan. The proposed development will be on an approximately 175.67 acre site located on Peach Orchard Road (the "Site").
- Zoning Districts/Ordinance.** Development of the Site will be governed by the Rezoning Plan and 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 RL zoning classification shall govern.
- Graphics and Alterations.** The schematic depictions of lots, sidewalks, structures, buildings, driveways, streets and other site features 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.

Since the project has not undergone the design development and construction phases, it is intended that this Rezoning Plan provides for flexibility to allow 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 requiring 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:

- The Site may be developed with up to one hundred forty-nine (149) single-family detached units together with accessory uses as allowed by Ordinance. In addition, the Site includes public park land to be dedicated to the Town of Harrisburg.

3. Transportation:

I. Proposed Access.

- Access to the Site shall be from Peach Orchard Road as generally depicted on the Rezoning Plan.
- 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.
- The Site shall meet the provisions of the Ordinance related to connectivity.
- A driveway permit from NCDOT shall be required. All rights-of-way necessary for road improvements will be acquired prior to NCDOT driveway permit being executed.

II. Standards and Other Provisions.

- Town of Harrisburg and NCDOT Standards.** All the public roadway improvements shall be installed and subject to the transportation technical memorandum (TTM) and standards and criteria of the Town of Harrisburg and/or NCDOT (as it relates to the improvements within their respective road system authority).
- Substantial Completion.** In the event certain non-essential roadway improvements (as reasonably determined by the Town of Harrisburg) are not completed at the time that the Petitioner seeks to obtain a certificate of occupancy for building(s) on the Site, then the Town of Harrisburg may instruct applicable authorities and/or departments to allow the issuance of certificates of occupancy for the applicable buildings, and in such event the Petitioner may be asked to post a letter of credit or a bond for any improvements not in place at the time such a certificate of occupancy is issued to secure completion of the applicable improvements.
- Right-of-way Conveyance.** The Petitioner will dedicate via fee simple conveyance any additional right-of-way indicated on the Rezoning Plan 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.
- Alternative Improvements.** Changes to roadway improvements identified in the TTM may be approved through Council action upon the determination and mutual agreement of Petitioner, NCDOT, and the Town of Harrisburg; provided, however, the proposed alternate transportation improvements provide comparable overall transportation network benefits to the improvements identified in this Petition in the area of the rezoning. It is understood that changes to the TTM shall not require a rezoning.

For example, transportation improvements may be substituted and/or payment in lieu for other improvements in the overall area of the rezoning may be implemented in lieu of improvements identified in the TTM.
- The overall street network is conceptual in nature and may be adjusted during the permitting process so long as the provisions of the Ordinance related to connectivity, block lengths and links are adhered to.
- Final construction documents shall comply with TTM requirements unless otherwise approved.
- Intersections shall meet minimum spacing requirements per the Town and NCDOT.

4. Architectural Standards:

- Building Materials.** The building materials used on the residential buildings constructed on Site will be a combination of at least two of the following: brick, stone, precast stone, precast concrete, synthetic stone, cementitious fiber board, cementitious fiber shake, EIFS, stucco, decorative block and/or wood. Vinyl or aluminum shall not be used as a primary siding material however it may be used on windows, soffits, fascia and/or similar roof overhang elements, handrails/railings, and/or other miscellaneous trim elements. The proposed roofing materials will be architectural shingles, slate, tile and/or metal.
 - There shall be no exposed concrete foundations. Siding and/or other materials must extend to the ground level on all sides of the attached residential units.

5. Streetscape and Open Space:

- Along the Site's frontage on Peach Orchard Road, and along internal public streets, a minimum six (6) foot planting strip and five (5) foot sidewalk shall be provided, as generally depicted on the Rezoning Plan.
- Open space associated with and accessory to the residential development, shall be provided as generally depicted on the Rezoning Plan. Open spaces may include benches, play structures, trails, signature landscaping, courtyards, sports courts, lawns and/or other features that provide opportunities to recreate or foster community engagement.
- All street trees shall be planted in the planting strip.
- Any heritage tree removed during construction shall be mitigated per Ordinance Section 9.3.5.

- Park Development and Dedication.** The Petitioner will dedicate the 20.18 +/- proposed Public Park as generally depicted on the Rezoning Plan to the Town of Harrisburg. The terms governing the dedication and construction of amenities shall be established in a separate Development Agreement between the Petitioner and the Town of Harrisburg. The Development Agreement does not have to be executed for the Petitioner to commence development of permitting on the Site. Its execution shall not limit land development approvals, nor is it required as a condition of granting certificates of occupancy.

6. Environmental Features:

- Stormwater, water quality features, and details shall comply with the Town of Harrisburg Ordinances and NCDEQ standards.
- The Stormwater submittal checklist and site design checklist will be completed and included with the first construction document submittal.

7. Miscellaneous Provisions:

- The Petitioner shall obtain all applicable local, state, and federal permits required for development before any development activity occurs on the Site.
- Mailbox clusters shall be provided with construction document submittal. Kiosk parking will meet ADA standards and not interfere with traffic flow.
- The Petitioner will coordinate road names with Cabarrus County E9111 Addressing during permitting of the project.

8. Deviation Request from Ordinance Requirements:

- Harrisburg Ordinance Section 142.02.03.C and the North Carolina Fire Code require residential developments exceeding thirty (30) dwelling units to provide a minimum of two (2) access points. Pending amendments to the North Carolina Fire Code modify this requirement such that a secondary access road is required only for developments exceeding one hundred (100) dwelling units, and anticipated to go into effect July, 2026 therefore, the following shall apply:
 - Phasing:** Residential units located north of Peach Orchard Road shall not be constructed until the amended North Carolina Fire Code is in effect and applicable to the project.
 - Secondary Access:** The Applicant shall provide secondary access via a driveway connection to the dedicated park area from the northern spine road. This access shall be designed to accommodate fire apparatus and meet applicable fire code requirements, but shall not be required to meet full public street standards (i.e. curb and gutter, street trees, sidewalk, and pavement)

9. Amendments to the Rezoning Plan:

- 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.

10. Binding Effect of the Rezoning Application:

- 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.

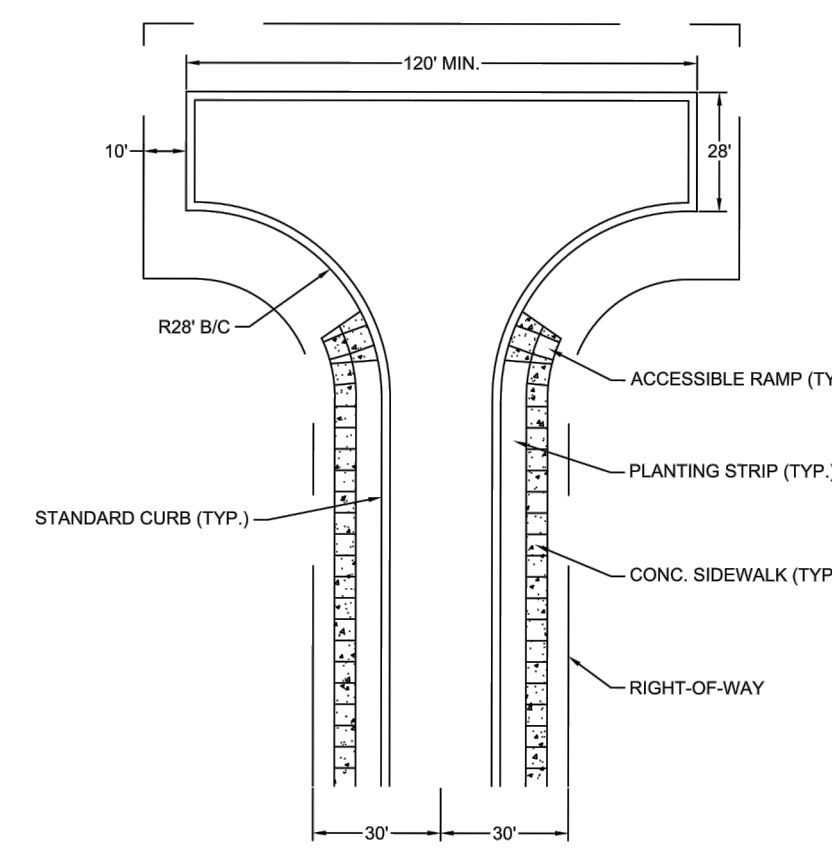
Proposed Average Lot Area Data:

The below list identifies the lot area provided for each lot on the sketch plan. Please note that the sketch plan is conceptual in nature. Exact calculations and lot areas subject to change through the rezoning and construction documentation processes.

Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area
1	16306.30	21	13411.32	41	11550.00	61	14997.63	81	11550.00	101	12856.86	121	15000.00
2	15000.00	22	26459.73	42	11550.00	62	15000.00	82	11550.00	102	11550.00	122	19918.20
3	15000.00	23	12856.86	43	26887.39	63	15000.00	83	11550.00	103	20099.92	123	15316.48
4	15000.00	24	11550.00	44	16218.08	64	15000.00	84	13053.04	104	13832.75	124	11550.00
5	14998.29	25	11550.00	45	11549.78	65	15515.48	85	22368.82	105	23585.09	125	11550.00
6	14994.35	26	14642.96	46	14274.04	66	16483.82	86	22930.12	106	13726.86	126	11550.00
7	15000.00	27	11550.00	47	14329.45	67	16498.77	87	20645.72	107	12856.86	127	11550.00
8	14999.61	28	11550.00	48	14330.69	68	15000.00	88	25948.28	108	12720.68	128	20405.99
9	18634.08	29	12856.86	49	14326.90	69	14979.46	89	23912.83	109	14327.20	129	16718.63
10	18560.34	30	12856.86	50	12048.10	70	18597.84	90	15000.00	110	13887.74	130	11550.00
11	18577.75	31	14464.32	51	11542.39	71	16900.43	91	15000.00	111	16306.86	131	11550.00
12	15570.89	32	11550.12	52	11536.21	72	15000.00	92	15000.00	112	22350.01	132	12426.75
13	18521.54	33	11550.00	53	12982.00	73	20598.90	93	15000.00	113	15192.53	133	13571.69
14	16511.85	34	11550.00	54	12735.83	74	16306.86	94	15000.00	114	16522.90	134	16306.86
15	18567.82	35	12856.86	55	11550.00	75	16306.86	95	16506.61	115	11550.00	135	15000.00
16	18574.54	36	12856.86	56	13609.86	76	16552.75	96	18575.99	116	11550.00	136	15000.00
17	15777.46	37	11550.00	57	17571.69	77	17432.95	97	15139.83	117	15252.99	137	15000.00
18	16307.39	38	11550.00	58	17321.87	78	15000.00	98	16430.31	118	11550.00	138	15000.00
19	28676.27	39	11550.00	59	15559.05	79	11550.00	99	15000.00	119	12856.86	139	20375.57
20	12311.08	40	14601.40	60	15735.72	80	11550.00	100	16306.86	120	16306.86	140	27484.74

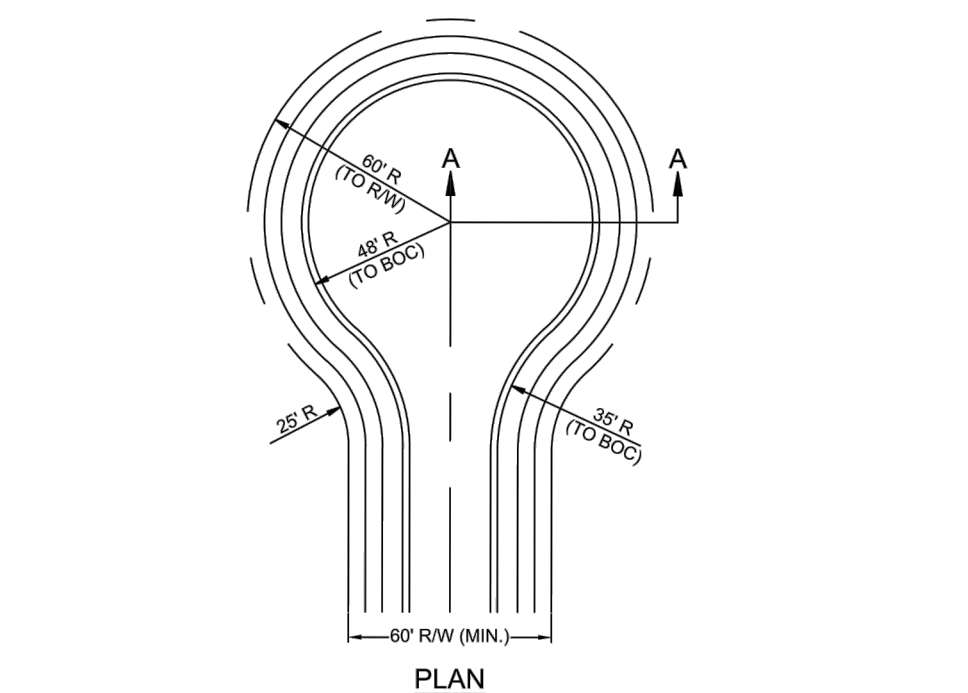
Total Lot Square Footage: **2,287,542.79 Square Feet.**

Overall Average Lot Square Footage: **15,353.64 Square Feet**



NOTES:
 1. VARIATIONS ON THIS DESIGN CAN BE SUBMITTED TO THE TOWN FOR REVIEW AND APPROVAL ON A CASE BY CASE BASIS.
 2. SIDEWALK MAY BE REQUIRED TO EXTEND AROUND THE HAMMERHEAD WHERE PARKS OR SCHOOLS HAVE FRONTAGE TO THE END OF THE HAMMERHEAD.

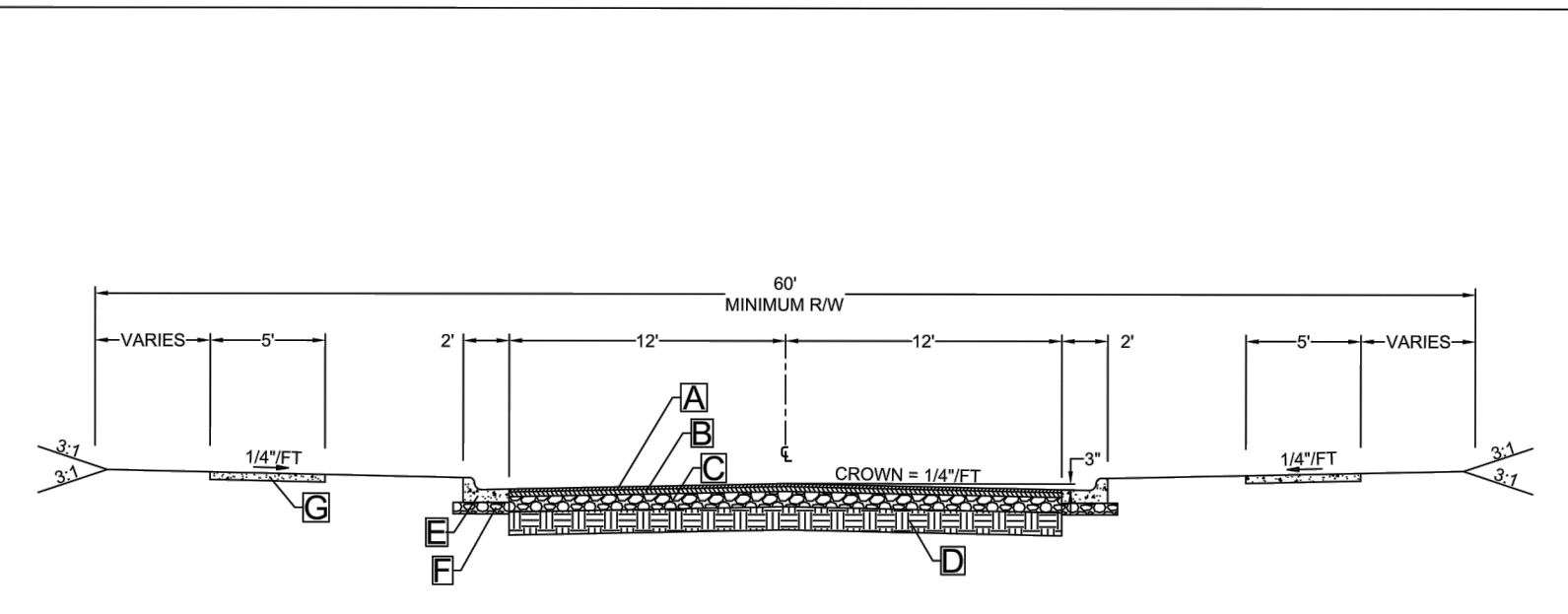
PROJECT MANAGER:	MAH		RESIDENTIAL HAMMERHEAD INTERSECTION
DRAWN BY:	PMK		DRAWING NUMBER: 9 OF 15
DATE:	5/17/2022		



SECTION A-A
 DIMENSIONS FOR RESIDENTIAL CUL-DE-SAC
 TYPICAL CROSS SECTION AND MINIMUM PAVEMENT SECTION

LEGEND:
 A. 1.5" BITUMINOUS CONCRETE SURFACE COURSE, TYPE S9.9B
 B. 2.5" BITUMINOUS CONCRETE INTERMEDIATE COURSE, TYP 11.9B
 C. 8" AGGREGATE BASE COURSE COMPACTED TO 100% STANDARD PROCTOR
 D. SUBGRADE COMPACTED TO 100% STANDARD PROCTOR
 E. 2.0" STANDARD CURB & GUTTER
 F. MINIMUM 5" AGGREGATE BASE COURSE COMPACTED TO 100% STANDARD PROCTOR BENEATH CURB
 G. 4.0" CONCRETE SIDEWALK, MAXIMUM 2.0% CROSS SLOPE

PROJECT MANAGER:	MAH		TYPICAL RESIDENTIAL CUL-DE-SAC SECTION
DRAWN BY:	PMK		DRAWING NUMBER: 6 OF 15
DATE:	5/17/2022		

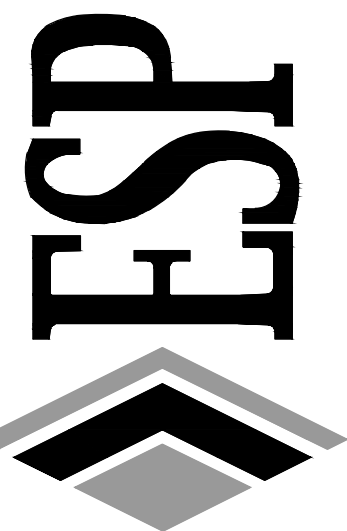


SECTION A-A
 DIMENSIONS FOR RESIDENTIAL STREET
 TYPICAL CROSS SECTION AND MINIMUM PAVEMENT SECTION

LEGEND:
 A. 1.5" BITUMINOUS CONCRETE SURFACE COURSE, TYPE S9.9B
 B. 2.5" BITUMINOUS CONCRETE INTERMEDIATE COURSE, TYP 11.9B
 C. 8" AGGREGATE BASE COURSE COMPACTED TO 100% STANDARD PROCTOR
 D. SUBGRADE COMPACTED TO 100% STANDARD PROCTOR
 E. 2.0" STANDARD CURB & GUTTER
 F. MINIMUM 5" AGGREGATE BASE COURSE COMPACTED TO 100% STANDARD PROCTOR BENEATH CURB
 G. 4.0" CONCRETE SIDEWALK, MAXIMUM 2.0% CROSS SLOPE

PROJECT MANAGER:	MAH		TYPICAL RESIDENTIAL STREET SECTION
DRAWN BY:	PMK		DRAWING NUMBER: 3 OF 14
DATE:	11/17/2021		

ESP Associates, Inc.
 P.O. Box 2020
 Charlotte, NC 28241
 3475 Lakemont Blvd.
 Fort Mill, SC 29708
 704-583-0440 (NC)
 803-802-2440 (SC)
 www.espassociates.com



PRELIMINARY
 NOT FOR
 CONSTRUCTION

NO.	DATE	REVISION

ZONING MAP AMENDMENT
 TECHNICAL DATA
 PEACH ORCHARD ROAD SITE
 TOWN OF HARRISBURG, NC
 PULTE GROUP, INC.

PROJECT INFORMATION	
PROJECT MANAGER:	ER
DESIGNED BY:	RM
DRAWN BY:	CP
PROJECT NUMBER:	25-01456
ORIGINAL DATE:	01/30/2026
SHEET:	2 OF 3

U:\2025 projects (0125-01456) - peach orchard road site (public) submittals working drawings\2026-01-xx_1st rezoning submittal\Sheet05-01166LAND.dwg, 3 OF 3 ZONING MAP AMENDMENT LANDSCAPE PLAN, erobak

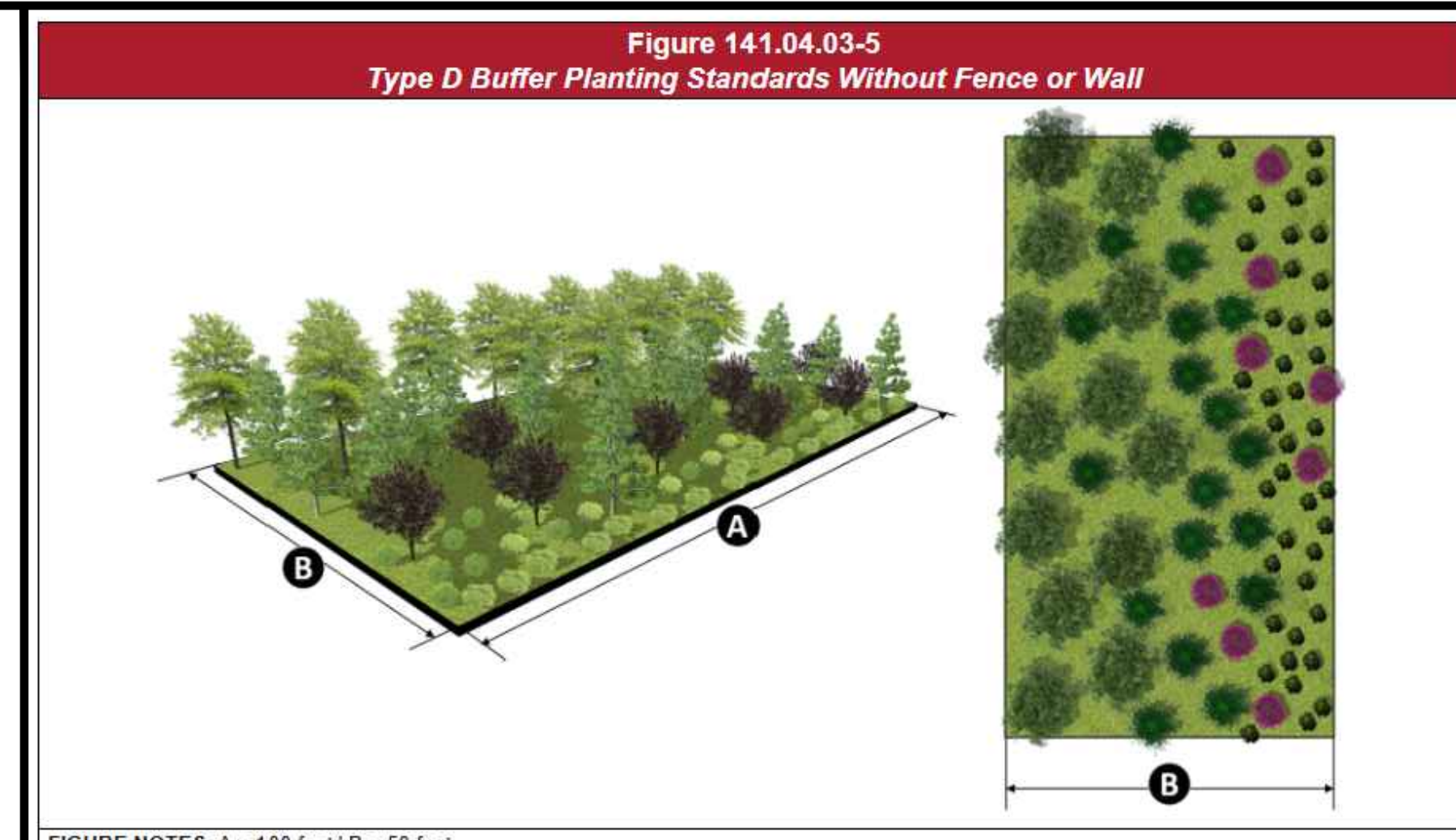
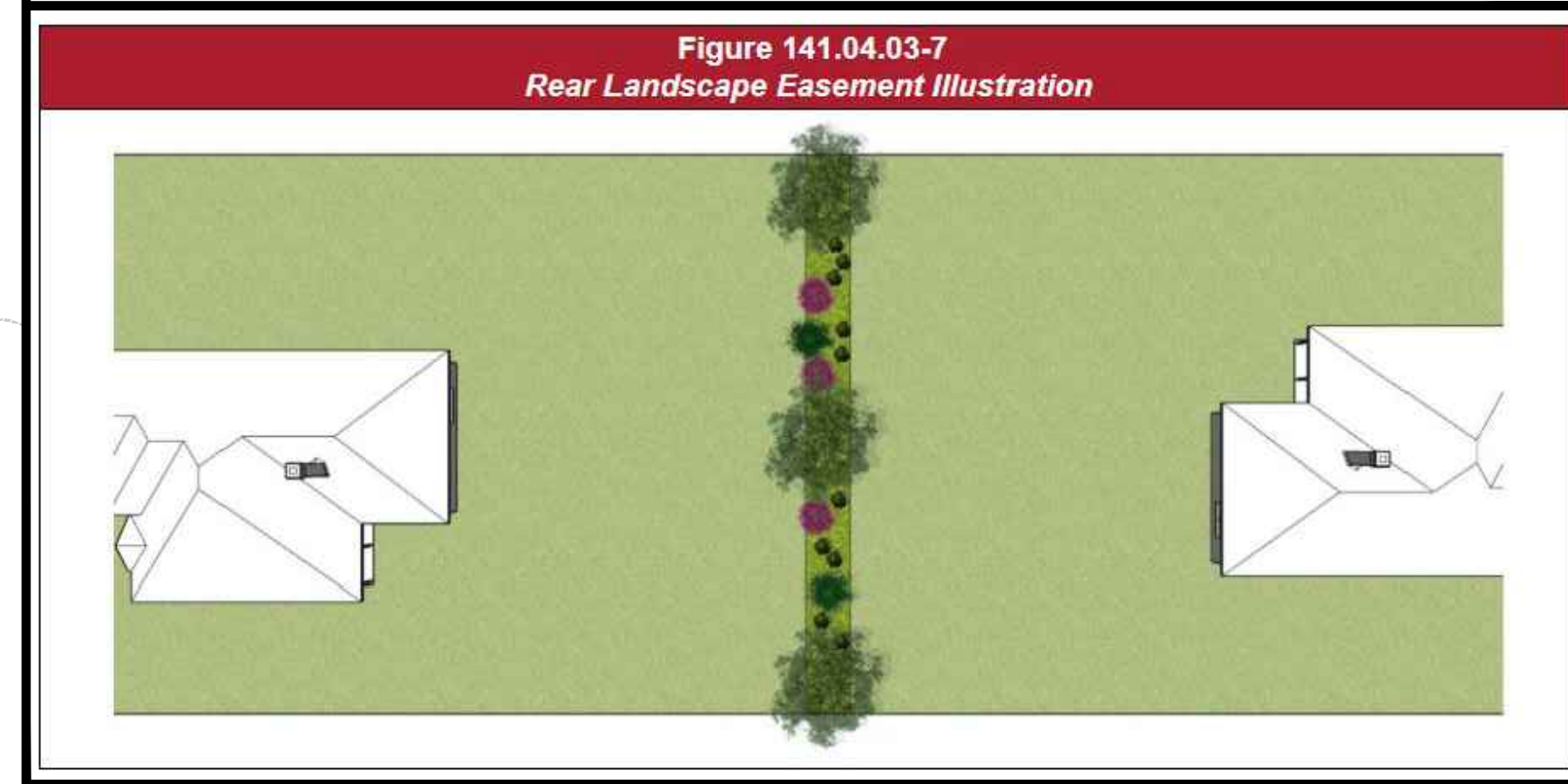


FIGURE NOTES: A = 100 feet; B = 50 feet

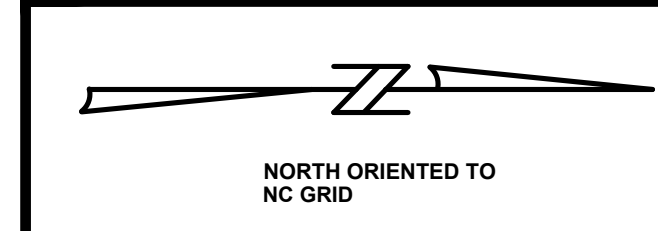
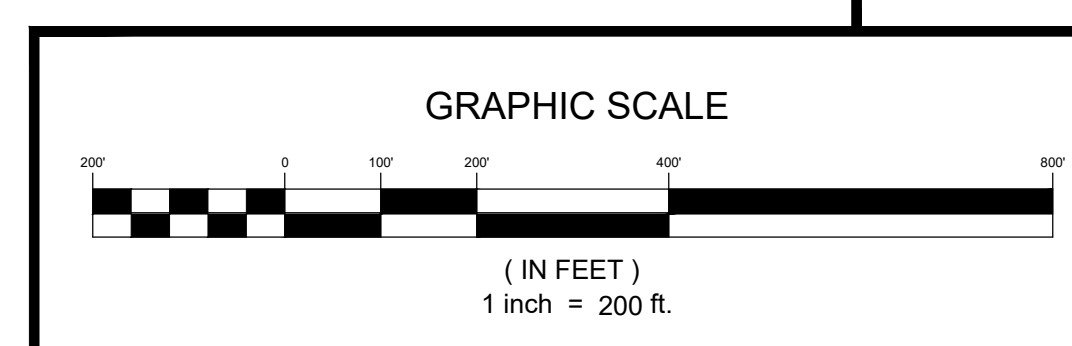
**Table 141.04.03-2
Buffer Yard Landscaping Requirements**

Buffer Yard Type	Minimum Width	Min. Required Shade Trees (per 100 linear feet)	Min. Required Ornamental Trees (per 100 linear feet)	Trees Required to be Evergreen (per 100 linear feet)*	Min. Required Evergreen Shrubs (per 100 linear ft.)
A	12'	3	5	2	10
B	15'	5	10	4	20
C	20' or 15' w/ 6' high berm, fence or wall	10	20	15	30
D	50' or 25' w/ 6' high berm, fence, or wall	15	25'	20	40

TABLE NOTES:
*Evergreen trees shall be interspersed with other required plantings on a regular interval.



*NOTE: LANDSCAPE PLAN IS CONCEPTUAL IN NATURE. STREET TREE LOCATION WILL BE DETERMINED DURING THE CONSTRUCTION DOCUMENTATION PHASE.



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Fort Mill, SC 29708
704-583-9440 (NC)
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www.espassociates.com

PRELIMINARY
NOT FOR CONSTRUCTION

ZONING MAP AMENDMENT
LANDSCAPE PLAN
PEACH ORCHARD ROAD SITE
TOWN OF HARRISBURG, NC
PULTE GROUP, INC.

BY: _____
DATE: _____
NO. _____
REVISION: _____

PROJECT INFORMATION
PROJECT MANAGER: ER
DESIGNED BY: RM
DRAWN BY: CP
PROJECT NUMBER: 25-01456
ORIGINAL DATE: 01/30/2026
SHEET:
3 OF 3

LEGISLATIVE APPROVAL APPLICATION

Application Type (select all that apply)

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

Project Information

Project Name: Pulte-Peach Orchard Site
Project Location/Address: 10960 & 11011 Peach Orchard Rd, Harrisburg, NC 28075
Tax Map and Parcel Number (PIN): 55150573720000, 55152604280000
Zoning: Existing: CR Proposed: CZ-RL
Lane Use: Existing: Residential Proposed: Residential
Description of Request (attach separate sheet if needed):

To rezone parcels to allow development of a single-family residential neighborhood with up to 149 homes.

Contact Information

Project Manager/Contact Person: Lisa Thompson
Company: Moore & VanAllen
Address: 100 N. Tryon St, Suite 4700 City, State, Zip: Charlotte NC 28202
Phone Number: 704-331-1079 Email Address: lisathompson@mvalaw.com
Applicant Name (if different than above): William Gaines Hunter
Company: Pulte Group, Inc.
Address: 3430 Toringdon Way, Suite 201 City, State, Zip: Charlotte NC 28277
Phone Number: 704-212-6321 Email Address: william.hunter@pultegroup.com
Owner Name: Divine Armistead Eugene Estate
Company: c/o Steve Rich and Robert M. Critz, Co-Commissioners
Address: 10960 & 11011 Peach Orchard Rd. City, State, Zip: Harrisburg, NC 28075
Phone Number: _____ Email Address: _____

Owner's Consent

Divine Armistead Eugene Estate ("Owner") certifies that it is the owner of the property located at 10960 & 11011 Peach Orchard Rd. ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes, William Gaines Hunter 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: Stephen Rich Digitally signed by Stephen Rich
Date: 2025.12.15 20:57:00 -05'00' Date: 12.15.2025
Robert M. Critz, Co-Commissioner
Stephen Rich, Co-Commissioner

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

Project Name: Peach Orchard Road Site Submittal Date: _____

STATEMENT OF COMPLETENESS AND ACCURACY:

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

I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application request, approval or permit. I further acknowledge that additional information may be required to process this application. I further consent to the Town of Harrisburg to publish, copy 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: Pulte Group/Williams Gaines Hunter

Applicant Signature: 

Owner's Consent

Divine Armistead Eugene Estate ("Owner") certifies that it is the owner of the property located at 10960 & 11011 Peach Orchard Rd. ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

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

Robert M. Critz, Co-Commissioner

12/15/2025

Owner's Signature: _____ Date: _____
Robert M. Critz, Co-Commissioner
Stephen Rich, Co-Commissioner

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

Project Name: Peach Orchard Road Site Submittal Date: _____

STATEMENT OF COMPLETENESS AND ACCURACY:

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Applicant Name: Pulte Group/Williams Gaines Hunter

Applicant Signature: *William Gaines Hunter*

Staff Use Only

Record of Process

1/30/2026

Date Received: _____

Application Number: H-2026-01- R Peach Orchard

Is Application Complete? Yes No

Public Hearing Date(s): PB Meeting - 3/17/2026; TC TBD

Published Notice Date: _____

Mailed Notice Date: PB Meeting - 3/5/2026; TC TBD

Posted Notice Date: PB Meeting - 3/5/2026; TC TBD

Final Action Applicant Notification Mailed Date: _____

Record of Decision

Reviewed By: _____

Recommendation: Approve Deny

Final Action: Approve Deny

Required Attachments

All development application submittals must be accompanied by:

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

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

Conditional Zoning Approval

1. List of all abutting property owners' name, mailing address, and PINs
2. Recent survey or legal description of property requested to be rezoned
3. Copies of the invitation letter, minutes, and sign-up sheet from required neighborhood meeting
4. If determined required at the pre-application meeting:
 - a. Copies of the Traffic Impact Analysis (TIA)
 - b. Proposed site plan
 - c. Landscape plan (with number, location, and type of proposed plantings)
 - d. Proposed building elevations
5. A digital (PDF) copy of a complete site-specific development plan
6. List of specific proposed permitted uses (chosen from permitted used of proposed district)
7. Any specific conditions willing to be imposed as part of application (e.g. no outside storage, increased buffer width, etc.)

Zoning Map Amendment (rezoning)

1. List of all abutting property owners' name, mailing address, and PINs
2. Recent survey or legal description of property requested to be rezoned
3. Copies of the invitation letter, minutes, and sign-up sheet from required neighborhood meeting.
4. If determined required at the pre-application meeting:
5. Copies of the Traffic Impact Analysis (TIA)
6. Proposed site plan
7. Landscape plan (with number, location, and type of proposed plantings)
8. Proposed building elevations

UDO Text Amendment

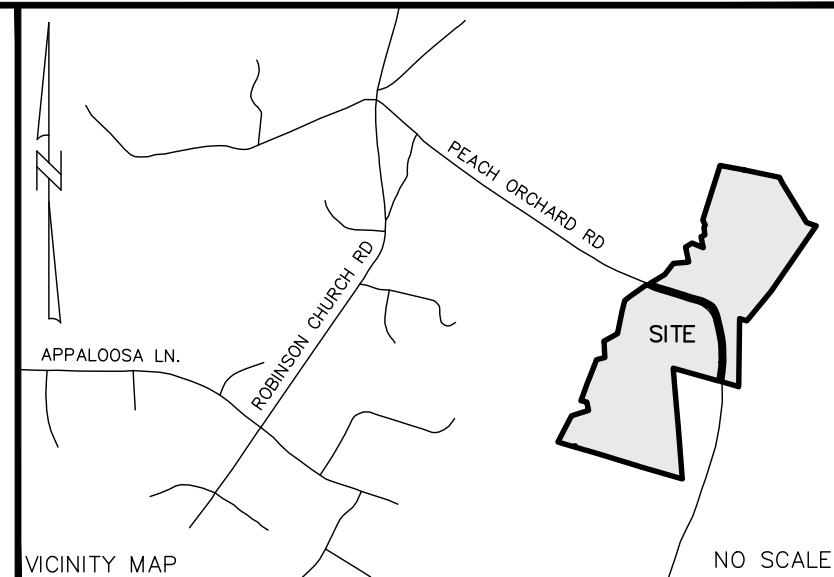
1. Proposed text of amendment ordinance
2. Written rationale for the change

NOTES:

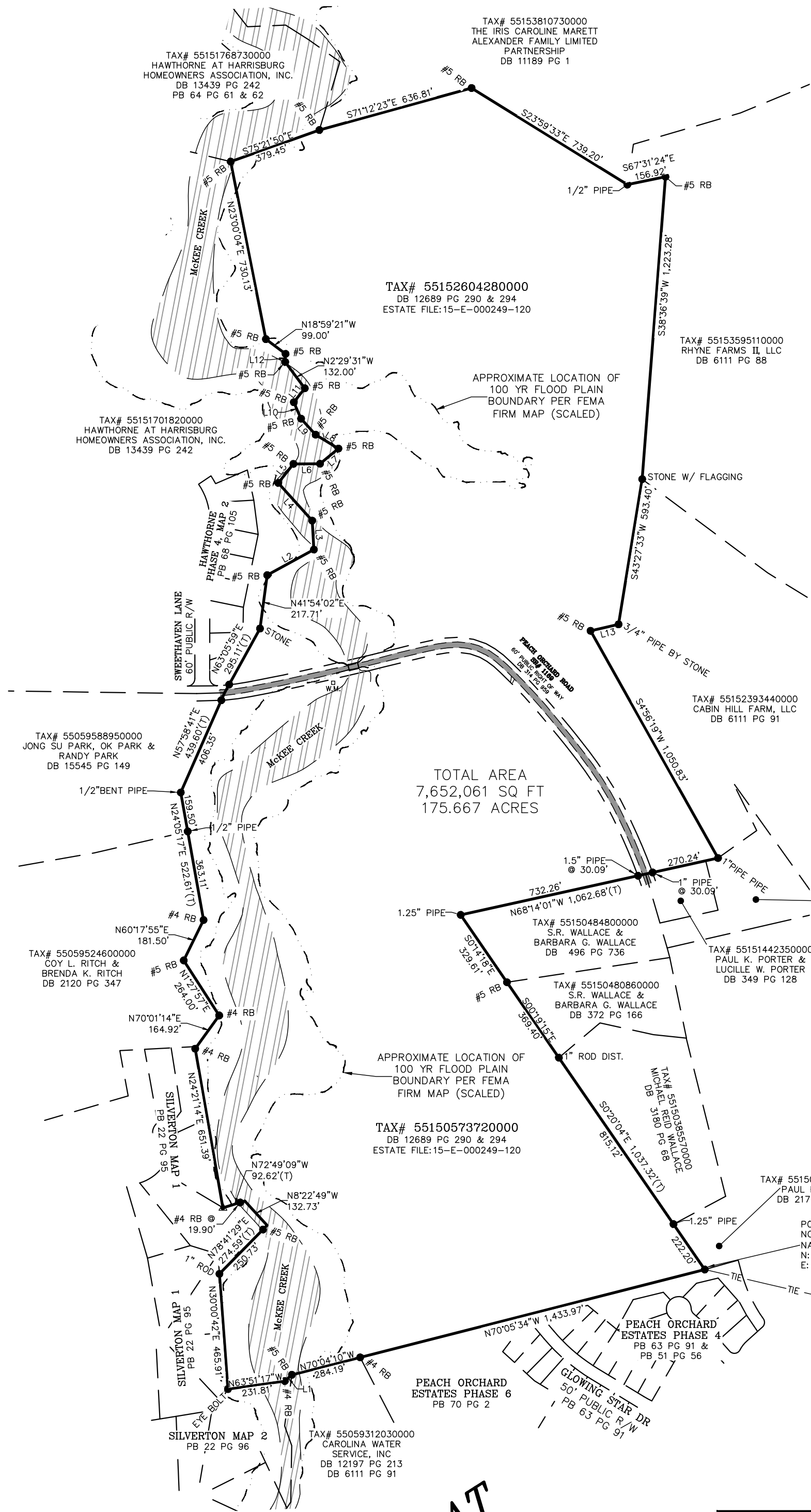
THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHTS-OF-WAY.
 SET #5 REBAR AT ALL CORNERS UNLESS OTHERWISE NOTED.
 AREAS COMPUTED BY COORDINATE METHOD.
 UNADJUSTED RATIO OF PRECISION: 1:25,568
 SUBJECT TRACT ADDRESS: PEACH ORCHARD ROAD
 TOTAL ACREAGE FOR THE AREA ENCOMPASSED BY THIS MAP IS: 175.667 ACRES
 NO DEVELOPMENTAL STUMP HOLES REPORTED TO THIS FIRM WITHIN THE LOTS WHICH MAKE UP THIS MAP.
 SUBJECT TAX PARCEL: 55150573720000 & 55152604280000
 SUBJECT TRACT DEED REFERENCE: DB 12689 PG 290 & 294
 THE GRAPHIC REPRESENTATION OF THE UNDERGROUND UTILITIES SHOWN ON THIS PLAT WERE ESTABLISHED BY FIELD LOCATION OF PAINT MARKS AND/OR PIN FLAGS PLACED BY UTILITY LOCATION CONTRACTOR AND OTHER INFORMATION SHOWING APPROXIMATE LOCATION.
 NO NGS OR NCGS TRAVERSE WITHIN 2000 FEET OF THIS SITE.

OWNERSHIP INFORMATION

DB 12689 PG 290:
 CHRISTOPHER CIANCIOLO AND TINA GOETZ CIANCIOLO, TRUSTEES OF THE FRANK CIANCIOLO SPECIAL NEEDS TRUST, OF BURNS, TN.
 DB 12689 PG 294:
 ANDREA CIANCIOLO, CHRISTOPHER CIANCIOLO AND TINA GOETZ CIANCIOLO, TRUSTEES OF THE ANDREA CIANCIOLO SPECIAL NEEDS TRUST OF BURNS, TN.
 ESTATE FILE 15-E-000249-120:
 DAWANA DIVINE; HAL HAMILTON DIVINE, IV; JACQUELINE (JACKIE) DIVINE GRAVES; CHRISTOPHER (CHRIS) CIANCIOLO, INDIVIDUALLY; CHRISTOPHER (CHRIS) CIANCIOLO AND TINA GOETZ CIANCIOLO, AS TRUSTEES OF THE ANDREA CIANCIOLO SPECIAL NEEDS TRUST; CHRISTOPHER (CHRIS) CIANCIOLO AND TINA GOETZ CIANCIOLO, AS TRUSTEES OF THE FRANK CIANCIOLO SPECIAL NEEDS TRUST; JOHN C. MCMANUS, III AND HEIRS OF ANN DIVINE HAILEY; ESTATE OF ARMSTEAD EUGENE DIVINE



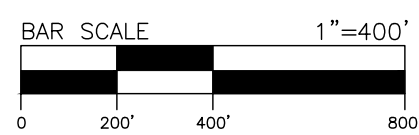
SUBJECT TRACT GRAPHICALLY LOCATED WITHIN SPECIAL FLOOD HAZARD AREAS PER FEMA FIRM MAP NUMBER 3710550500M WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2018 AND 3710551500K WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2018.



LINE #	DIRECTION	LENGTH
L1	S83°01'43"W	38.00'
L2	S84°29'13"E	214.47'
L3	N31°00'19"E	116.80'
L4	N07°48'21"W	204.85'
L5	N72°48'02"E	98.12'
L6	S56°07'56"E	107.32'
L7	N84°42'07"E	96.27'
L8	N24°25'59"W	107.68'
L9	N08°13'25"W	87.38'
L10	N10°37'31"E	72.67'
L11	N72°30'35"E	71.40'
L12	N36°30'20"E	33.00'
L13	N68°42'18"W	115.84'

LEGEND

- DB - DEED BOOK
- PB - PLAT BOOK
- PG - PAGE
- BWF - BARBED WIRE FENCE
- WWF - WOVEN WIRE FENCE
- OU - OVERHEAD UTILITY
- RB - REBAR
- SR# - SECONDARY ROAD NUMBER
- SS - SANITARY SEWER
- SD - STORM DRAIN
- R/W - RIGHT OF WAY
- FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY
- FIRM - FLOOD INSURANCE RATE MAP
- NCGS - NORTH CAROLINA GEODETIC SURVEY
- EP - EDGE OF PAVEMENT
- - FOUND CORNER
- ▲ - FOUND CONSERVATION EASEMENT DISC
- - SET CORNER (#5 REBAR)
- - BOUNDARY LINE
- - - - - ADJOINING BOUNDARY LINE (NOT SURVEYED)
- - - - - 100 YR FLOOD PLAIN BOUNDARY (SCALED)
- ▨ - PAVEMENT
- ▨ - FEMA FLOODWAY



NCGS MONUMENT "PEACHES"
 NC GRID COORDS
 NAD 83/2011
 N: 549,390.16
 E: 1,513,953.88
 ELEV: 726.7 (NAVD 88)
 C.F.: 0.99984258

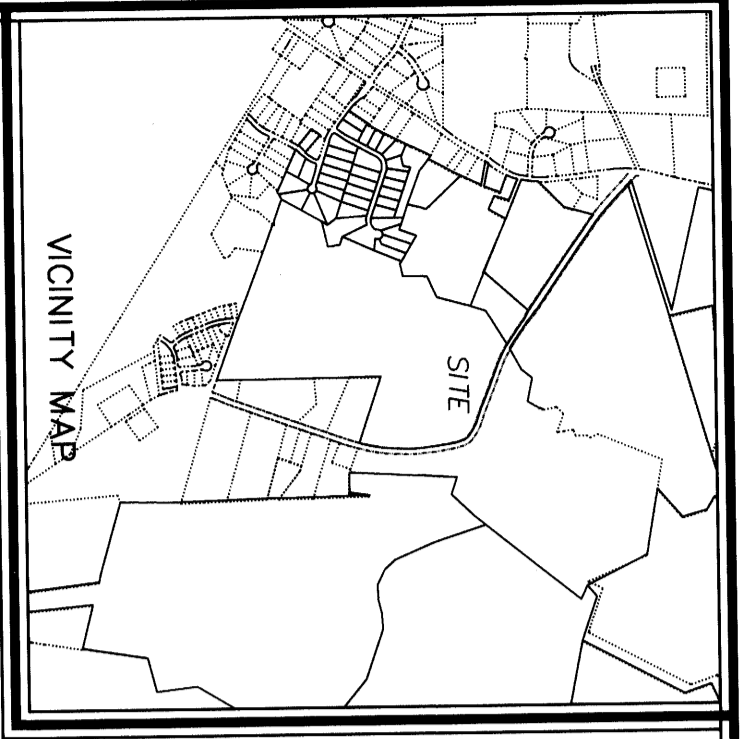


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 Charlotte, NC 28241
 3475 Lakemont Blvd.
 Fort Mill, SC 29708
 704-583-4949 (NC)
 803-802-2440 (SC)
 www.espassociates.com

CERTIFICATE OF SURVEY ACCURACY
 I, ROBERT D. BARTLETT, CERTIFY THAT THIS PLAT WAS PREPARED FROM A FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION ORDERED BY DEED BOOK 290 & 294); THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES FOUND IN DEEDS; AND THAT THE RATION OF PRECISION IS 1:25,568; AND THAT THIS PLAT MEETS THE REQUIREMENT OF G.S. 47-30 AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF A SURVEY.
 WITNESS MY ORIGINAL SIGNATURE, SEAL THIS ____ DAY OF _____, 2025.
 ROBERT D. BARTLETT NCPLS: L-3635

ANNEXATION SURVEY OF: TAX PARCEL 55150573720000 & TAX PARCEL 55152604280000 CONTAINING 175.667 ACRES		PROJECT NO 25-01456-SUR-002
LOCATED IN: NO. 4 TOWNSHIP CABARRUS COUNTY NORTH CAROLINA		SCALE 1"=400'
PULTE HOME COMPANY, LLC 3430 TORINGDON WAY, SUITE 201 CHARLOTTE, NC 28277		DATE December 18, 2025
CLIENT:		DRAWN BY TFB
SHEET 1 OF 1		CHECKED BY RDB
		DATE SURVEYED DECEMBER 2025
		DRAWING NO 25-01456-SUR-002_ANNEX



CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISHED MINIMUM BUILDING LINES, AND DEDICATE ALL ROADS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO THE PUBLIC USE EXCEPT AS NOTED. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN HEREON IS WITHIN THE PLATTING JURISDICTION OF CABARRUS COUNTY.

DATE: **11/2/08**
 OWNER/DEVELOPER: **A E Divine**

REVIEW OFFICER CERTIFICATE
 STATE OF NORTH CAROLINA
 COUNTY OF CABARRUS

I, JONATHAN MARSHALL, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER: **Jonathan Marshall**
 BY: **Jeff Huss**

DESCRIPTION	AREAS (SF)	AREA (ACRES)
EASEMENT 1	144,892	3.33
EASEMENT 2	61,559	1.41
EASEMENT 3	87,906	2.02
EASEMENT 4	229,391	5.27
EASEMENT 5	190,844	4.38
EASEMENT 6	43,198	0.99
TOTAL EASEMENT AREA	757,789	17.40

MAP / DEED REFERENCES

- DB 819 PG. 182
- DB 6111 PG. 83
- DB 496 PG. 733
- DB 318 PG. 68
- DB 2906 PG. 274
- DB 3538 PG. 302
- DB 7879 PG. 239
- DB 2120 PG. 547
- DB 7054 PG. 88
- DB 5531 PG. 252
- DB 6111 PG. 91
- DB 491 PG. 736
- DB 491 PG. 70
- DB 6511 PG. 70
- DB 1251 PG. 9
- DB 1251 PG. 9
- DB 1199 PG. 309
- DB 785 PG. 276

LEGEND

- EXISTING IRON PIPE
- NORTH CAROLINA GEODETIC SURVEY MONUMENT
- PROPERTY LINE NOT SURVEYED
- R/W CONSERVATION EASEMENT

SURVEY CERTIFICATE

I, JAMES S. ARMSTRONG, LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND COMPLETED ON **6-9-08**. USING THE REFERENCES SHOWN HEREON, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN THE REFERENCES SHOWN HEREON. THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 34,500. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH NORTH CAROLINA GENERAL STATUTES 47-30, AS AMENDED. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS **11** DAY OF **November**, A.D., 2008.

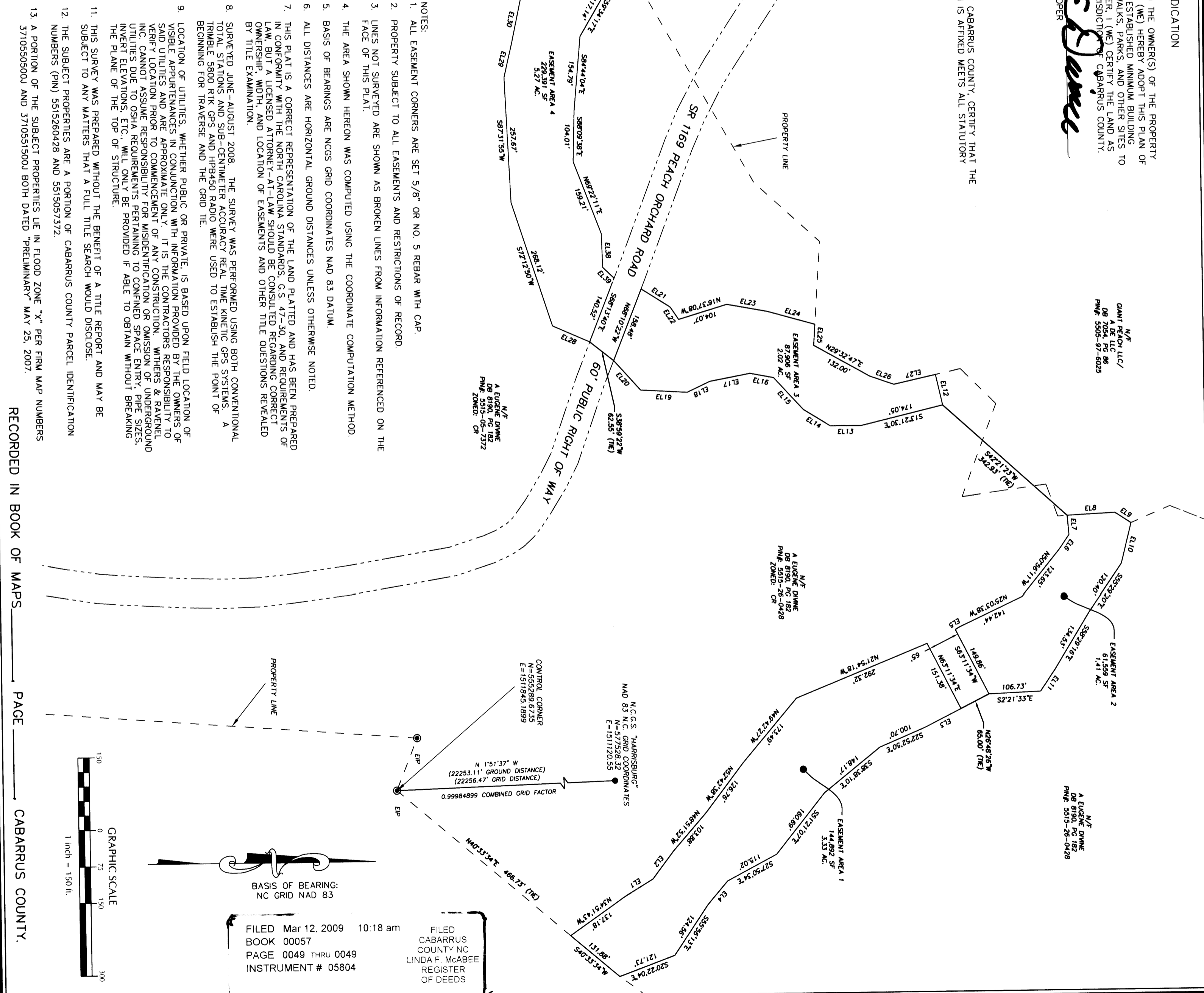
PROFESSIONAL LAND SURVEYOR L-4411
James S. Armstrong
 SEAL
 NORTH CAROLINA
 LAND SURVEYOR
 JAMES S. ARMSTRONG

TYPE OF PLAT

- A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- C. THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
- D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF A SUBDIVISION.
- E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

JAMES S. ARMSTRONG, PROFESSIONAL LAND SURVEYOR NO. L-4411

James S. Armstrong



NOTES:

1. ALL EASEMENT CORNERS ARE SET 5/8" OR NO. 5 REBAR WITH CAP.
2. PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
3. LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
4. THE AREA SHOWN HEREON WAS COMPUTED USING THE COORDINATE COMPUTATION METHOD.
5. BASIS OF BEARINGS ARE NCGS GRID COORDINATES NAD 83 DATUM.
6. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
7. THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE NORTH CAROLINA STANDARDS, G.S. 47-30, AND REQUIREMENTS OF LAW, BUT A LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED REGARDING CORRECT OWNERSHIP, WIDTH, AND LOCATION OF EASEMENTS AND OTHER TITLE QUESTIONS REVEALED BY TITLE EXAMINATION.
8. SURVEYED JUNE-AUGUST 2008. THE SURVEY WAS PERFORMED USING BOTH CONVENTIONAL TOTAL STATIONS AND SUB-CENTIMETER ACCURACY REAL TIME KINETIC GPS SYSTEMS. A TRIMBLE 5800 RTK GPS AND HP4450 RADIO WERE USED TO ESTABLISH THE POINT OF BEGINNING FOR TRAVERSE AND THE GRID TIE.
9. LOCATION OF UTILITIES, WHETHER PUBLIC OR PRIVATE, IS BASED UPON FIELD LOCATION OF VISIBLE APPURTENANCES IN CONJUNCTION WITH INFORMATION PROVIDED BY THE OWNERS OF SAID UTILITIES AND ARE APPROXIMATE ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR DISPOSITION OF UNDERGROUND UTILITIES DUE TO OSHA REQUIREMENTS PERTAINING TO CONTAINED SPACE ENTRY, PIPE SIZES, INVERT ELEVATIONS, ETC., WILL ONLY BE PROVIDED IF ABLE TO OBTAIN WITHOUT BREAKING THE PLANE OF THE TOP OF STRUCTURE.
10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY BE SUBJECT TO ANY MATTERS THAT A FULL TITLE SEARCH WOULD DISCLOSE.
11. THE SUBJECT PROPERTIES ARE A PORTION OF CABARRUS COUNTY PARCEL IDENTIFICATION NUMBERS (PIN) 5515260428 AND 5515057372.
12. A PORTION OF THE SUBJECT PROPERTIES ARE IN FLOOD ZONE "X" PER FIRM MAP NUMBERS 3710550500J AND 3710551500J BOTH DATED "PRELIMINARY" MAY 25, 2007.

FILED Mar 12, 2009 10:18 am
 BOOK 00057
 PAGE 0049 THRU 0049
 INSTRUMENT # 05804

FILED
 CABARRUS
 COUNTY NC
 LINDA F. McABEE
 REGISTER
 OF DEEDS

RECORDED IN BOOK OF MAPS PAGE CABARRUS COUNTY.

NO.	DATE	DESCRIPTION	BY
1	06-09-2008	PRIME: KSD/DST	CSA

SCALE: 1" = 150'

CAD FILE: BD_08082

PROJECT NO: 2070568

CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA, ECOSYSTEM ENHANCEMENT PROGRAM

OWNER: A EUGENE DIVINE

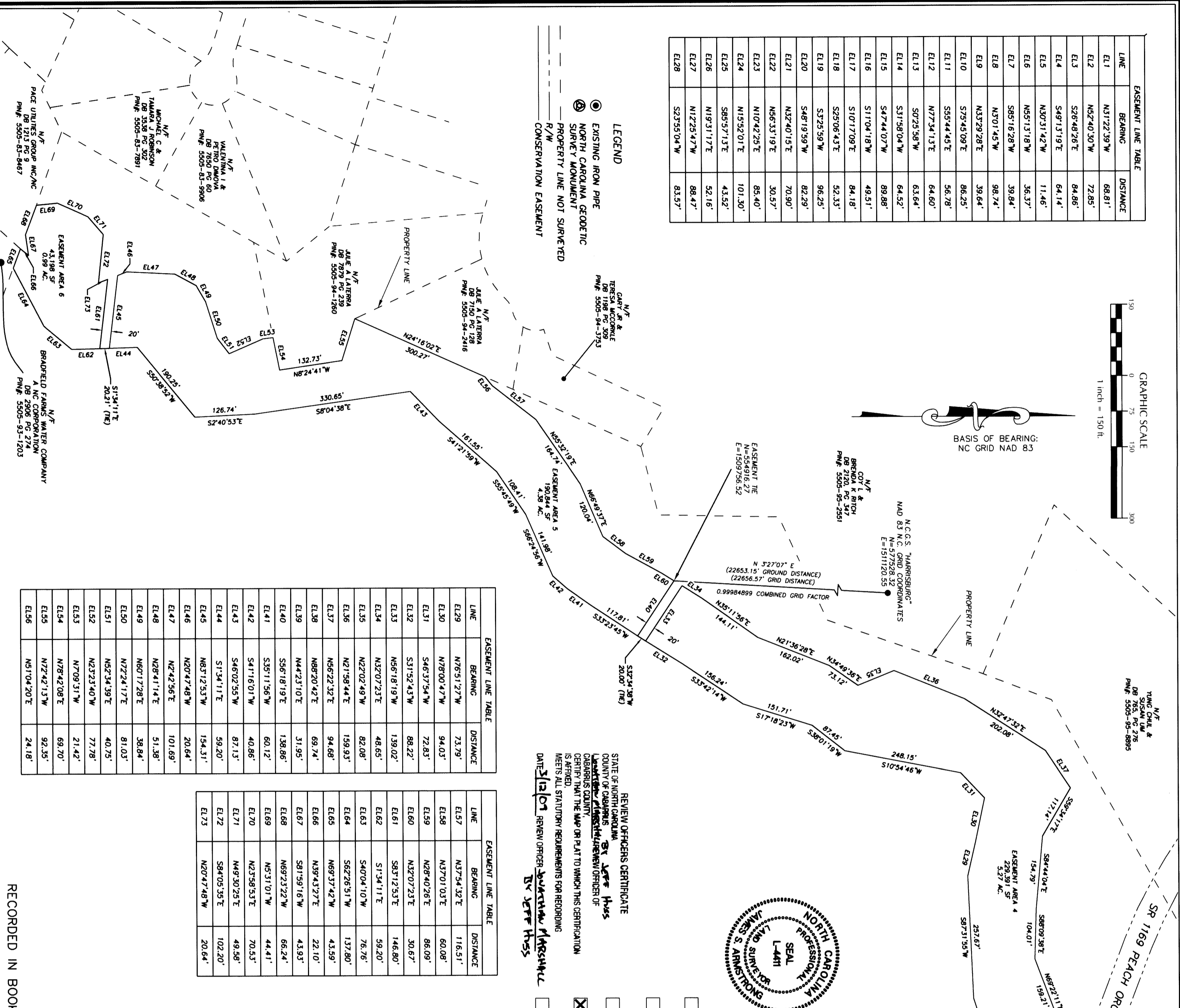
HARRISBURG TOWNSHIP CABARRUS COUNTY NORTH CAROLINA

CONSERVATION EASEMENT PLAT

WITHERS & RAVENEL
 ENGINEERS | PLANNERS | SURVEYORS

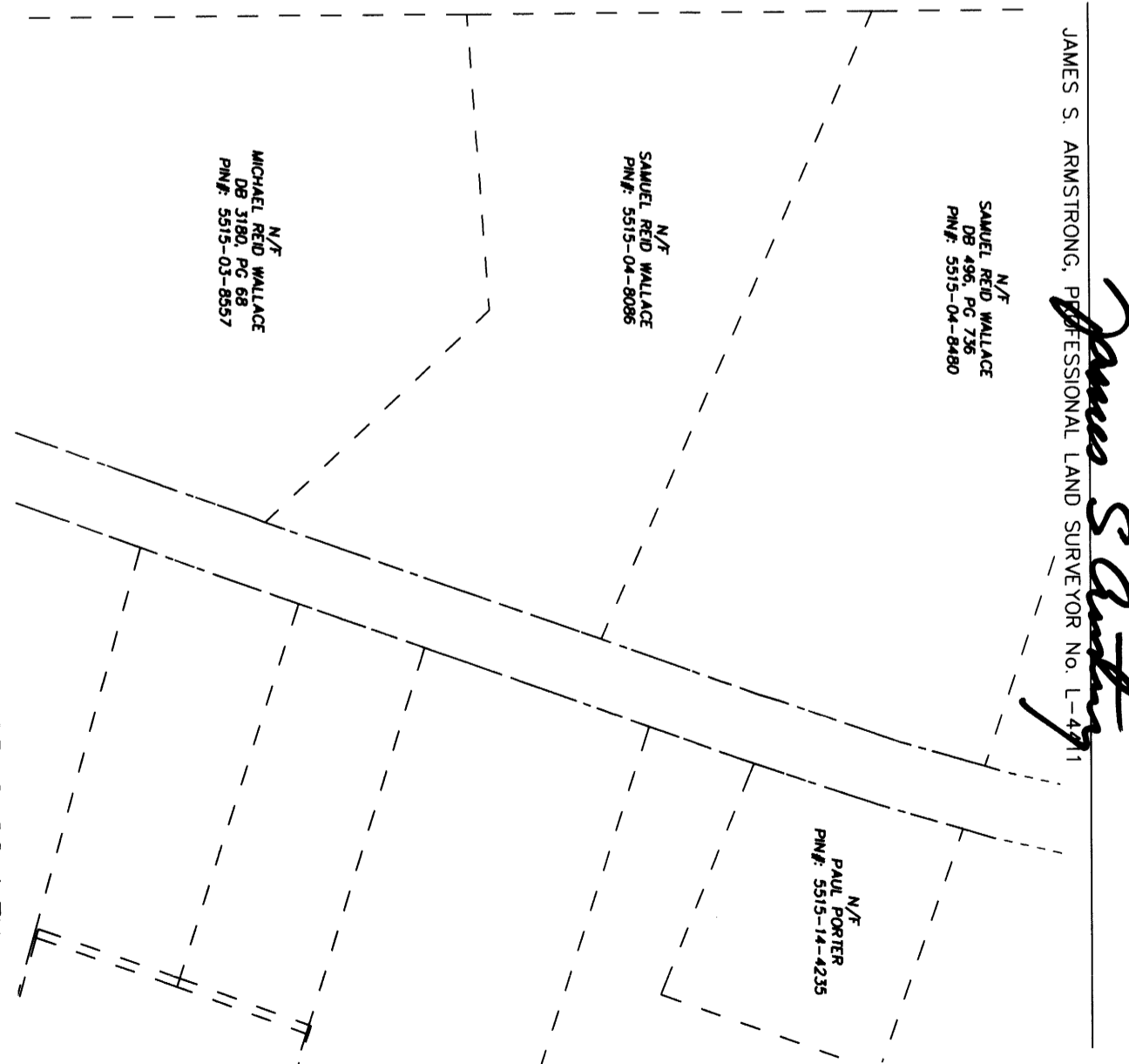
111 MacKenan Drive Cary, North Carolina 27511 tel: 919-469-3340 fax: 919-467-6008 www.withersravenel.com

LINE	BEARING	DISTANCE
EL1	N31°22'39"W	68.81'
EL2	N52°40'30"W	72.85'
EL3	S26°48'28"E	84.86'
EL4	S49°13'19"E	64.14'
EL5	N30°31'42"W	11.46'
EL6	N55°13'18"W	36.37'
EL7	S85°16'28"W	39.84'
EL8	N30°14'45"W	98.74'
EL9	N33°29'28"E	39.64'
EL10	S75°45'09"E	86.25'
EL11	S85°44'45"E	56.78'
EL12	N77°34'13"E	64.60'
EL13	S02°55'58"W	63.64'
EL14	S31°58'04"W	64.52'
EL15	S47°44'07"W	89.88'
EL16	S11°04'18"W	49.51'
EL17	S10°17'09"E	84.18'
EL18	S25°06'43"E	52.33'
EL19	S37°55'59"W	96.25'
EL20	S48°19'59"W	82.29'
EL21	N32°40'15"E	70.90'
EL22	N56°33'19"E	30.57'
EL23	N10°42'25"E	85.40'
EL24	N15°52'01"E	101.30'
EL25	S85°57'13"E	43.52'
EL26	N19°31'17"E	52.16'
EL27	N12°25'47"W	88.47'
EL28	S23°55'04"W	83.57'



LINE	BEARING	DISTANCE
EL29	N78°51'27"W	73.79'
EL30	N78°00'47"W	94.03'
EL31	S46°37'54"W	72.83'
EL32	S31°52'43"W	88.22'
EL33	N56°18'19"W	139.02'
EL34	N32°07'23"E	48.65'
EL35	N22°02'49"W	82.08'
EL36	N21°58'44"E	159.93'
EL37	N56°22'32"E	94.68'
EL38	N88°20'42"E	69.74'
EL39	N44°23'10"E	31.95'
EL40	S56°18'19"E	138.86'
EL41	S35°11'56"W	60.12'
EL42	S41°16'01"W	40.86'
EL43	S46°02'55"W	87.13'
EL44	S1°34'11"E	59.20'
EL45	N83°12'53"W	154.31'
EL46	N20°47'48"W	20.64'
EL47	N2°42'56"E	101.69'
EL48	N28°41'14"E	51.38'
EL49	N60°17'28"E	38.84'
EL50	N72°24'17"E	81.03'
EL51	N52°34'39"E	40.75'
EL52	N23°23'40"W	77.78'
EL53	N7°09'31"W	21.42'
EL54	N78°42'08"E	69.70'
EL55	N72°42'13"W	92.35'
EL56	N51°04'20"E	24.18'

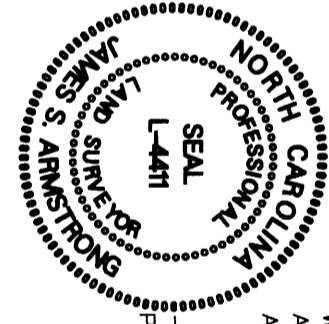
LINE	BEARING	DISTANCE
EL57	N37°54'32"E	116.51'
EL58	N37°01'03"E	60.08'
EL59	N28°40'26"E	86.09'
EL60	N32°07'23"E	30.67'
EL61	S83°12'53"E	146.80'
EL62	S1°34'11"E	59.20'
EL63	S40°04'10"W	76.76'
EL64	S62°26'51"W	137.80'
EL65	N69°37'42"W	43.59'
EL66	N39°43'27"E	22.10'
EL67	S81°59'16"W	43.93'
EL68	N69°23'22"W	66.24'
EL69	N53°10'1"W	44.41'
EL70	N23°58'53"E	70.53'
EL71	N49°30'25"E	49.58'
EL72	S84°05'35"E	102.20'
EL73	N20°47'48"W	20.64'



RECORDED IN BOOK OF MAPS _____ PAGE _____ CABARRUS COUNTY.

REVIEW OFFICER'S CERTIFICATE
 STATE OF NORTH CAROLINA
 COUNTY OF CABARRUS
 I, James S. Armstrong, Professional Land Surveyor No. 1-4411, do hereby certify that the map or plat to which this certification is appended meets all statutory requirements for recording.

- DATE: March 12, 2009 REVIEW OFFICER: James S. Armstrong
- A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;
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- E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.



James S. Armstrong
 PROFESSIONAL LAND SURVEYOR NO. 1-4411

SURVEY CERTIFICATE
 I, JAMES S. ARMSTRONG, LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND COMPLETED ON 6-9-08. USING THE REFERENCES SHOWN HEREON, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN THE REFERENCES SHOWN HEREON. THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 34,500. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH NORTH CAROLINA GENERAL STATUTES 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 11 DAY OF NOVEMBER A.D., 2008.

FILED Mar 12, 2009 10:18 am
 BOOK 00057
 PAGE 0050 THRU 0050
 INSTRUMENT # 05805

FILED
 CABARRUS
 COUNTY NC
 LINDA F. McABEE
 REGISTER
 OF DEEDS

CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA, ECOSYSTEM ENHANCEMENT PROGRAM OWNER: A EUGENE DIVINE HARRISBURG TOWNSHIP CABARRUS COUNTY NORTH CAROLINA CONSERVATION EASEMENT PLAT		<p>111 MacKenan Drive Cary, North Carolina 27511 tel: 919-469-3340 fax: 919-467-6008 www.withersravenel.com</p>
DATE: 06-09-2008 SCALE: 1" = 150' DRAWN: KSD/DST CHECKED: ISA SHEET: 2 of 2 CAD FILE: BD_08082 PROJECT NO: 20705668	NO. DATE DESCRIPTION BY	



Planning and Zoning Department

**Staff Report – Planning and Zoning Board
Rezoning H-2026-01-(R)**

DATE: March 4, 2026

SUBJECT: H-2026-01-R-Peach Orchard Subdivision Map Amendment
Request to rezone approximately 175+ acres from Cabarrus
County CR to CZ RL- Conservation (Residential Low Conditional
District) for the purpose of developing a 149-lot residential
neighborhood.

LOCATION 10960 & 11011 Peach Orchard Road
(PINs#5515057382000 & 55152604280000)

APPLICANT: Pulte Group, Inc; Represented by William Gaines Hunter

PROPERTY OWNER: Divine Armistead Eugene Estate
Represented by Steve Rich and Robert M. Critz
Co-Commissioners

Staff Report Prepared by: Shelley DeHart, Assistant Planning Director

Neighborhood Meeting: February 19, 2026

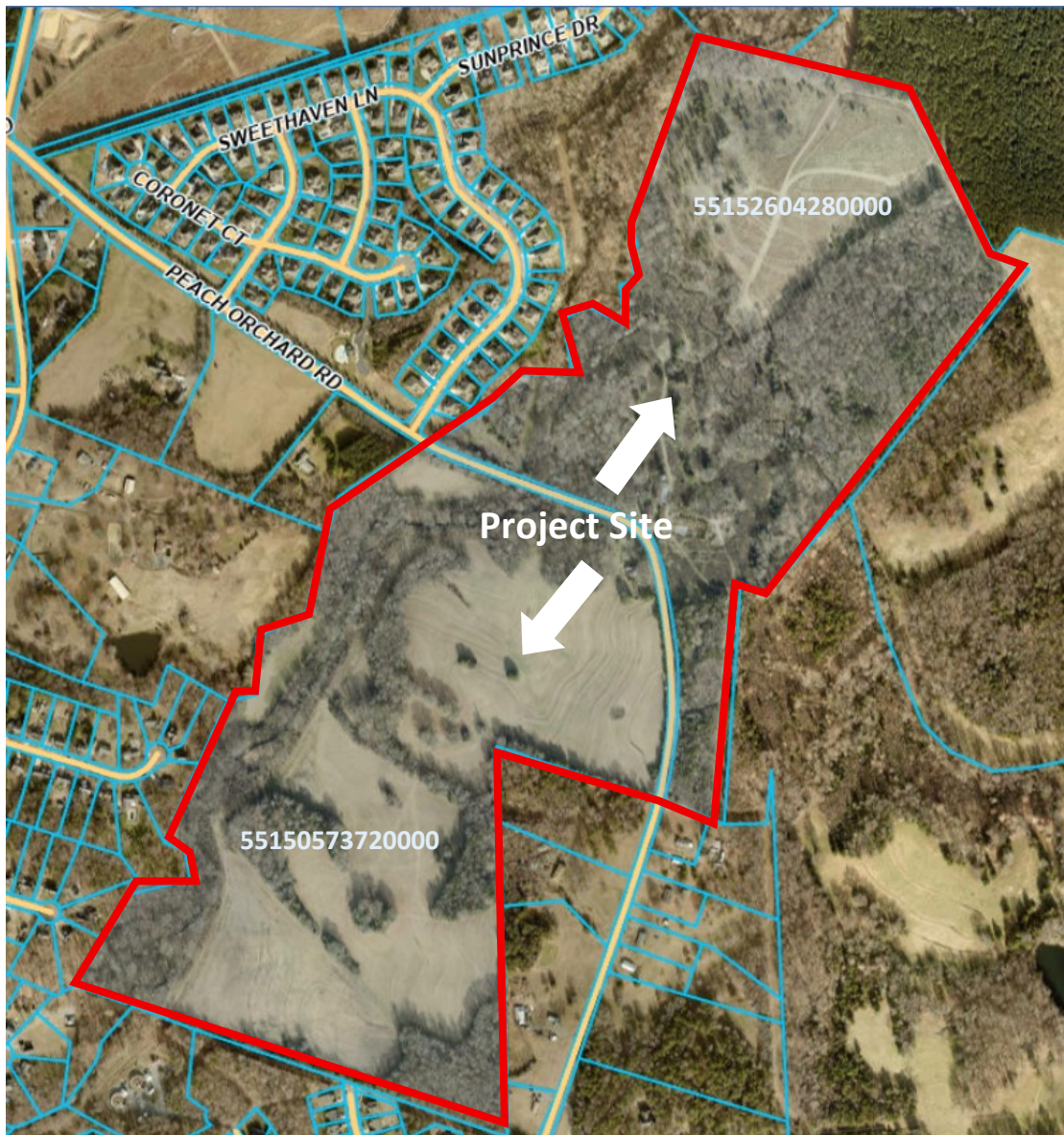
Existing Land Use: Vacant

Zoning within 500 feet: Northwest- Countryside Residential (CR) Cabarrus County
Northeast – Conditional Low Density (CZ-RL), Harrisburg
South - Countryside Residential (CR) Cabarrus County
East - Countryside Residential (CR) Cabarrus County
West - Countryside Residential (CR) Cabarrus County

Land Uses within 500 feet: North - Singel Family Residential, Harrisburg (Hawthorne)
South - Single-family Residential, County
East - Single-family Residential, County
West - Single-family Residential, County

APPLICATION SUMMARY:

- The applicant is proposing an annexation and rezoning of a 175+-acre site for the purpose of developing a single-family subdivision with one-hundred and forty-nine (149) detached units. Lot sizes vary from $\frac{1}{4}$ of an acre to over $\frac{1}{2}$ of an acre resulting in an average lot size of 15,353 sq. ft or .35 of an acre.
- The proposed density for the site is 0.85 dwelling units per acre. The RL district has a maximum density of two (2) dwelling units per acre; however, if approved, this conditional zoning district will be tied to the proposed site plan and density be capped at 0.85 units/acre.
- The applicant is proposing 32.52 acres of open space (active and passive) within the community and offering 20.18 acres of dedicated public open space.
- As a conditional zoning request, the applicant has submitted a site plan along with the request for rezoning, which is attached for your consideration (**Attachment C**).





ANALYSIS

Background - The subject site consists of two properties totaling approximately 175.67 acres in area located on the east and west side of Peach Orchard Road.

The northeast parcel is approximately 100 acres in size, with remnants of dilapidated structures that include silos, barns and sheds reflecting its historic agricultural use and home site. This property includes conservation easement areas (NC Ecosystem Enhancement Program) and a 60-ft. wide Gas Line Easement (Piedmont Natural Gas.) The gas line easement follows the north and east property line. The environmental setting of the property consists of two creeks, McKee and Clear Creek, with associated floodplain and floodway adjacent to McKee Creek. Although the property has been disturbed by agricultural operations, it still has a healthy mix of trees.

The southwest parcel is approximately 75 acres in size and can be described as a rural homestead with multiple existing vacant residential structures. Based on historic aerial photographs this parcel has also been used for agricultural uses and is host to a conservation easement area adjacent to the McKee Creek with associated floodway and floodplain areas. A healthy stand of trees exist within the conservation easement with other stands existing near the perimeter of the parcel.

Proposed Development – The applicant is proposing a 149-lot single-family residential development under a conditional Residential Low (RL) zoning classification (Attachment B). The RL zoning classification allows for a maximum density up to two (2) dwelling units per acre. There are two sets of dimensional standards based on the type of subdivision. The applicant is proposing a “Conservation” subdivision. A dimensional standard comparison chart is provided below. The project, as proposed, complies with all the dimensional standards of the base Residential Low (RL) zoning district.

	Density	% Open Space	Lot Area	Lot Width	Ht	Front	Side Inter	Side Exterior	Rear	% Lot Coverage
Conservation Development	1-2 du/ac	30	14,500 SF	75 ft	35'	25'	10'	20'	25'	35
Proposed Development	.85 du/ac	30	15,353 SF Avg.	77 ft +	35'	25'	10'	20'	25'	35

Transportation: The 149-lot single-family detached residential community was required to prepare traffic impact analysis (TTM) and a sight-distance analysis at the proposed access points on Peach Orchard. These documents have been reviewed by the Development Review Committee (DRC) and NCDOT. The development will be required to provide the following transportation improvements which are conditions of approval.

Mitigation and Access Safety

Peach Orchard Road and Robinson Church Road

- **Westbound right-turn lane along Peach Orchard Road**
 - due to level-of-service (LOS) drop during both peak hours.
 - consistent with 2023 TIA
- **Southbound left-turn lane along Robinson Church Road**
 - based on turn-lane warrants
 - consistent with 2023 TIA

Peach Orchard Road and Lower Rocky River Road/Rocky River Church Road

- **Southbound right-turn lane along Peach Orchard Road**
 - due to increased delay while operating at LOS F during the PM peak hour.
- **Eastbound left-turn lane along Rocky River Church Road**
 - based on turn-lane warrants
 - consistent with 2023 TIA
- **Westbound right-turn lane along Lower Rocky River Road**
 - based on turn-lane warrants
 - consistent with 2023 TIA

Peach Orchard Road at Access Driveway 1 & 2

- **Right-turn Lane along Peach Orchard Road**
- **Left-turn Lane on Peach Orchard Road**

Sight Distance Easement as shown within the Sight Distance Analysis prepared by ESP.

Relief Request from Ordinance Requirement – Section 142.02.03 C- Access Points

The design of the northeast parcel provides one access point from Peach Orchard Road that will service 64- lots, and two future stubbed-out streets (Attachment B). Section 142.02.03C of the UDO and the North Carolina Building Code requires development exceeding thirty (30) dwelling units to provide a minimum of two (2) access points.

An amendment to the NC Building Code takes effect in July 2026, that requires one access point for up to 100 dwellings. The applicant is requesting relief in the current standard (2-access point), conditioning this project as follows:

- Phasing: Residential units located on the northeast parcel shall not be constructed until the amended North Carolina Building Code is in effect and applicable to the project; . However, if adoption of the amended Code is delayed, the Petitioner may proceed with construction of up to thirty (30) dwelling units, consistent with the access requirements of the current UDO; and
- Secondary Access: The applicant shall provide secondary access via a driveway connection to the dedicated open space/park area from the northern spine road to Peach Orchard Road. This access shall be designed to accommodate fire apparatus and applicable fire code requirements. This illustration represents what this connection could look like.



Open Space: The proposed conservation development is required to provide a minimum of 30 percent open space (52.70-acres) within the development acreage. The project as designed complies with the required open space. This open space is required to be split between active, passive, and public open space dedication. The project proposes the following:

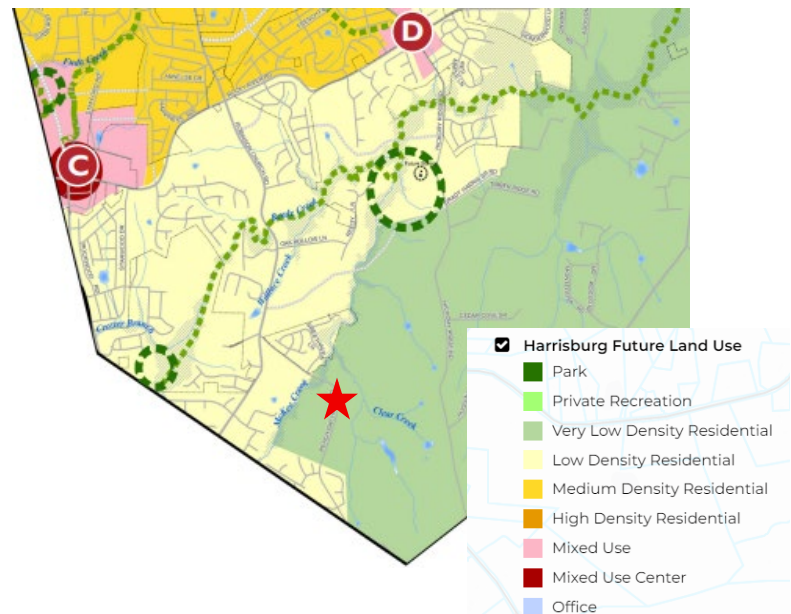
Type of Open Space	Required	Proposed
Active Open Space	3.73 acres	3.73 acres
Public Open Space (Dedication)	4.26 acres	20.18 acres
Passive Open Space	No minimum	28.79 acres
Total Required	52.70 acres	52.70 acres

The proposed offer of public open space dedication (20.18 ac) was presented to the Park & Recreation Advisory Board at its February meeting for their consideration and recommendation. The Board unanimously recommend that the Town accept the dedication. The applicant has also been in discussions with the Town regarding the development of this dedicated open space for a public park via a public-private partnership. The details of the park development and partnership will be considered and worked out through a development agreement at Town Council. It is requested that the Planning Board support the offer to dedicate, and the Town accepts the 20.18-acre open space area to satisfy the public open space requirement of the UDO.

Neighborhood Development Meeting – The meeting was held on February 19, 2026 and was well attended. The raised concerns included: traffic, site access, safety, gas easement, and future park safety, maintenance questions (see minutes in Attachment C).

HALUP - According to the UDO, the RL zoning classification should align with the future land use category of Low Density Residential found in the Harrisburg Area Land Use Plan (HALUP). The HALUP map places the subject property within the Very Low-Density Residential land use classification. This area is envisioned to remain rural while allowing residential use at very low densities. Conservation designed communities are anticipated within this area if utilities are available, trading opportunities for smaller lots in exchange for preservation of open space.

The project, as proposed, complies with the vision of the HALUP because it utilizes the conservation design approach, and is proposed at a very low density of .85 dwelling units to the acre, and is providing heavily landscaped buffers around the perimeter of the development site.



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 found in Section 145.01.07. This petition meets the common decision criteria found in the UDO as follows:

1. The proposed conditional zoning map amendment conforms to the standards and purpose of the Unified Development Ordinance (pending approval of relief) and Town codes and is conditioned to comply with all local, state, or federal requirements.
2. This is a new conditional zoning petition and therefore not required to comply with any previous approval.
3. The project promotes the purpose of the UDO around public health and safety by proposing a density that is in keeping with the surrounding area and supports the quality of life by utilizing the conservation design approach and providing housing choice.
4. The proposed zoning map amendment, as conditioned, will not be detrimental to or endanger the public health, safety, or welfare, and adequate public facilities are present and/or planned to serve.
5. This application follows the public hearing process as provided within the UDO that includes a Neighborhood Developer Meeting, Public Meeting at the Planning Board, and a future public hearing at the Town Council.
6. The map amendment demonstrates compatibility with the character, permitted uses and building types of the surrounding neighborhood.
7. The proposed conditional zoning map amendment complies with the HALUP in vision, density, conservation, and land use and does not impair the implementation of the HALUP or other adopted plan.
8. The development is limited to single-family residential use within a conservation designed subdivision supporting existing single-family residential community within the area of the proposed development.

Criteria in Section 145.03.03 (E):

1. *Use and Location.* The proposed CZ District uses appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the HALUP.
The proposed CZ-RL development is appropriate for the area and consistent with the following goals and objectives of the HALUP:
 - LU-3: Balance Development and conservation interest- the development is utilizing the conservation design approach maintaining 30% open space.
 - LU-2: Link Land Use with Transportation Improvements: the development includes transportation improvements on adjacent roads appropriate for this development.
 - PR-3: Integrate Open Space & Amenities in New Development: this project's conservation design and open space preservation are proposed within an area having sensitive natural resources.
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 development for a 149-lot single-family residential community is consistent with allowed uses for the CZ-RL zoning classification.
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 design of the residential community includes the following design features minimizing the potential for adverse impacts:

- 50-foot wide, type D - landscape buffers and/or privacy fence are provided along the perimeter of the community providing visual screening between neighboring properties; and
- Transportation improvements are proposed to mitigate the **potential** for traffic impacts including improvements at Robinson Church Road, Lower Rocky River Road, and Peach Orchard Road; and
- The design of the proposed community is consistent with the requirements of the Unified Development Ordinance, which includes appropriate infrastructure as required for the proposed residential use.

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 development, as designed and conditioned, is a reasonable conditional district, appropriate for the zoning area, and can be implemented and enforced through the Town's development process.

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;

The conditional zoning district (CZ-RL) as designed and conditioned, meets and/or exceeds the minimum requirements of the Unified Development Ordinance (UDO).

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.

The proposed development meets the standards of the Unified Development Ordinance (UDO) accept for access points on the northeast side of the development; however, as conditioned, the development will be in compliance with NC Fire Code in July of 2026, and will provide a driveway connection through the dedicated open space that could be used for emergency access.

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

The applicant has agreed to accept the use limitations and conditions associated with this conditional zoning district.

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 project (H-2026-01-R) is a reasonable request and is in the best interest of the public because:

- *The 175-acre site is located within a rural area of the Town that promotes the use of conservation designed communities to preserve the natural resources of the area; and*
- *The proposed project is continuing to protect the potential impacts to the natural environment through the conservation design, maintaining the conservation easements, tree protection and/or mitigation, traffic impacts, and stormwater runoff, while providing housing opportunities within the Town.*

The Board finds the proposed development (H-2026-01-R) is consistent with the requirements of the very low-density land use area (where it is located), because it complies with the following goals:

- LU-3: Balance Development and conservation interest- the development is utilizing the conservation design approach maintaining 30% open space, providing the opportunity for a public park, and maintaining the conservation easements on the property.
- LU-2: Link Land Use with Transportation Improvements: the development includes transportation improvements on adjacent roads appropriate for this development.
- PR-3: Integrate Open Space & Amenities in New Development: this project's conservation design, open space preservation, and parkland dedication is proposed within an area having sensitive natural resources.

STAFF RECOMMENDATION: Staff recommends approval of the proposed map amendment H-2026-01-R rezoning 175+ acres to a RL conditional zoning district for the purpose of developing a 149-lot single-family conservation subdivision and for the Board to transmit a recommendation to approve to the Town Council with the following conditions as agreed to by the applicant:

1. The conditional zoning district shall be restricted to a 149-lot, single-family detached residential community as designed within the accompanied site plan. The proposed development includes the dedication of a 20.18 acre as depicted in the rezoning plan. Dedication shall occur prior to the recording of the first final plat. Said dedication area shall be developed through a public/private partnership as outlined in a Development Agreement.
2. Obtain all applicable local, state, and federal permits required for development before any development activity can take place.
3. Primary cladding materials for all residential buildings are restricted to masonry or similar products; vinyl siding may be used for soffits, windows, and other accessory features.
4. No exposed concrete foundations are permissible, and appropriate cladding must extend to the ground level on all sides of the homes.
5. No permits for dwelling units will be issued for the northeast side of the project until the change in access points and number of dwelling unit is in compliance with the NC Fire Code and the secondary driveway is constructed through the dedicated open space by the 31st home for permitting is received.

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

Peach Orchard Road and Robinson Church Road

- **Westbound right-turn lane along Peach Orchard Road**
 - due to level-of-service (LOS) drop during both peak hours.
 - consistent with 2023 TIA
- **Southbound left-turn lane along Robinson Church Road**
 - based on turn-lane w



- consistent with 2023 TIA

Peach Orchard Road and Lower Rocky River Road/Rocky River Church Road

- **Southbound right-turn lane along Peach Orchard Road**
 - due to increased delay while operating at LOS F during the PM peak hour.
- **Eastbound left-turn lane along Rocky River Church Road**
 - based on turn-lane warrants
 - consistent with 2023 TIA
- **Westbound right-turn lane along Lower Rocky River Road**
 - based on turn-lane warrants
 - consistent with 2023 TIA

Peach Orchard Road at Access Driveway 1 & 2 – installed at the time of phasing.

- **Right-turn Lane along Peach Orchard Road**
- **Left-turn Lane on Peach Orchard Road**

Sight Distance Easement as shown within the Sight Distance Analysis prepared by ESP. Required buffer located adjacent to the sight-distance easement along the Peach Orchard frontage shall be installed outside of the required easement.

7. All ponds, shall be wet detention ponds with fountains. Ponds shall be designed such that there is a minimum depth of ten' over at least 25% of the permanent pool area. Said pond shall be fenced with a vinyl 4-rail farm fence, preferably white.
8. Mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
9. The mailbox clusters shall meet minimum ADA Standards and include a cover structure and meet requirements of the UDO.
10. All streets should be to the Town of Harrisburg Engineering Design standards; alternate pavement schedule is not allowable. Roadways cross sections will be reviewed and approved at the construction document phase.
11. There will be no more than 10% of the residential units as rentals at any given time and will be restricted as such by deed restrictions.

PLANNING BOARD ACTION

Receive the report, public comment, and after deliberations:

- Motion to Approve, approve with modifications, or disapprove the zoning map amendment; and
- Motion to recommend to the Town Council to approve, approve with modifications, or disapprove the zoning map amendment; and
- Make the required finding for reasonableness and consistency with the HALUP.

Attachment A – Application- H-2026-01 Peach Orchard

Attachment B – Proposed Conditional Zoning Plan

Attachment C – Neighborhood Meeting Notes



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2026 Financial Audit Contract

Presenting Personnel:

Brian Lee, Assistant Town Manager/Finance Director

Suggested Motion or Action:

Motion to approve the attached contract for financial audit services for the Fiscal Year ending June 30, 2026 with Martin Starnes & Associates, CPAs, P.A. for \$41,630

Description/Background:

During fiscal year 2022, a contract was awarded to Martin Starnes & Associates, CPAs, P.A. to provide financial audit services to the Town for fiscal years 2022, 2023 and 2024, with options to extend. Each year, the audit contract must be approved by Council despite the initial three-year agreement and/or any extension agreements. In the previous fiscal year, the Town and Martin Starnes agreed to a three-year extension covering Fiscal Years 2025, 2026, and 2027 with a general pricing structure that will be evaluated each year individually. During recent discussions applicable for the FY2026 audit contract, we established a pricing model of no more than 5% increases in the base audit fee for fiscal years 2026, 2027, and 2028, and an annual increase in the Single Audit fee of \$1,000 even. The Town has several very large Federal transportation grants that will necessitate this expanded Single Audit work over the next few fiscal years.

The engagement with an auditor is between the auditor and Town Council, not between the auditor and management or staff, and the results of the audit will be addressed to Council accordingly. A letter that describes the audit relationship and services to be provided is also included in the agenda packet for your reference.

Recommendation:

Staff recommends approval of the FY2026 audit contract with Martin Starnes & Associates, CPAs, P.A.

Martin Starnes is the governmental audit leader in North Carolina and not only performs a thorough and extensive audit of our records, processes, and internal controls, but is also a great partner to the Finance team in discussing upcoming pronouncements from GASB or the LGC that will impact the Town. Martin Starnes periodically rotates its staff members assigned to the Town's audit to ensure continued independence through multi-year engagements.

Fiscal Impact:

The total cost for the FY2026 audit for the Town is \$41,630, which includes \$36,380 for the base audit fee and \$5,250 for the Town's Single Audit, the audit of its Federal and State programs and grants. The Town will continue to require a Single Audit in the coming years with its expenditure of Federal Funds resulting from ARPA and the Town's various Transportation grants.

Attachments:

1. Town of Harrisburg - 2026 Audit Contract
2. Town of Harrisburg - 2026 Single Audit Engagement Letter

The	Governing Board Town Council
of	Primary Government Unit Town of Harrisburg, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs. P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/26	Date Audit Will Be Submitted to LGC 12/31/26
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Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by “U.S. Auditing Standards – AICPA (Clarified),” referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance.

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.
20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. The Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if the Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, the Auditor must document and include in the audit workpapers how the Auditor reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The Auditor shall present the audited financial statements including any compliance reports to the Government Unit's Governing Board or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary of the LGC. The Auditor's presentation to the Governing Board or audit committee shall include:
- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;
 - b) the status of the prior year audit findings;
 - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
 - d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>.

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Paragraph 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: The individual at the Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Brian Lee	Finance Director, Town of Harrisburg	blee@harrisburgnc.gov

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Paragraphs 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit firm for correction.

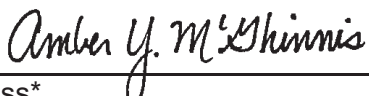
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the Unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in Rule 20 NCAC .0503 shall be submitted to the Secretary of the LGC for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Harrisburg, NC
Audit Fee (financial and compliance if applicable)	\$ 41,630 (\$36,380 audit + \$5,250 single audit for up to 2 programs)
Fee per Major Program (if not included above)	\$ 5,250 per major program in excess of 2
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 41,630 (includes 2 major programs)

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs. P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 03/04/26	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Town of Harrisburg, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Jennifer Teague, Mayor	Signature*
Date	Email Address* jteague@harrisburgnc.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$ 41,630 (includes 2 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) Brian Lee, Finance Director	Signature*
Date of Preaudit Certificate*	Email Address* blee@harrisburgnc.gov

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

DPCU – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Preaudit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Dean Dorton Allen Ford, PLLC

Dean Dorton Allen Ford, PLLC

May 10, 2024

MARTIN STARNES

& ASSOCIATES, CPAs, P.A.

“A Professional Association of Certified Public Accountants and Management Consultants”

March 4, 2026

Brian T. Lee, Finance Director
Town of Harrisburg
4100 Main Street, Suite 101
Harrisburg, NC 28075

Martin Starnes & Associates, CPAs, P.A. (“we”) are pleased to provide the Town of Harrisburg (the “Town,” “you” or “your”) with the professional services described below. Please read this letter, and any other attachments incorporated herein (collectively, “Agreement”). This Agreement details the nature and limitations of the services we will provide, the terms of our engagement and each party’s responsibilities.

Engagement Objective and Scope

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Harrisburg, NC, as of June 30, 2026, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town of Harrisburg’s basic financial statements as listed in the table of contents.

In addition, we will audit the entity’s compliance over major federal and state award programs for the period ended June 30, 2026. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity’s major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Budgetary comparison info and related notes to RSI
- Local Governmental Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the Town of Harrisburg's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budget to actual schedules
- Ad valorem tax schedules
- Schedule of Expenditures of Federal and State Awards

We will read the introductory section and statistical section accompanying the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements. In addition, we will remain alert for indications that a material inconsistency exists between the other information and knowledge obtained in the audit, or if such information contains a material misstatement of fact or is otherwise misleading. If based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

This engagement letter documents the agreed-upon terms of the audit in accordance with AU-C section 210. In accordance with AU-C section 935, the provisions of AU-C section 210 have been adapted and applied to meet the objectives of a compliance audit under the Uniform Guidance.

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- May include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, financial institutions, and other third parties as part of our audit procedures. We also may request written representations from your attorneys on litigation, claims, and assessments as part of the engagement, and they may bill you for responding to our inquiries. At the conclusion of our audit, we also will require certain written representations from management made during the audit about the financial statements and related matters.
- Obtain an understanding of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Harrisburg's ability to continue as a going concern for a reasonable period of time.

We may advise management about appropriate accounting principles and their application, and we may assist in the assembly of your financial statements. However, management has the final responsibility for the selection and application of accounting policies and the fair presentation of financial statements that reflect the nature and operation of the Town of Harrisburg.

Although we are currently in the planning stage of our audit, we have identified the following significant risks during our audit to date that require special audit consideration:

- Improper revenue recognition is considered a fraud and significant risk according to GAAS
- Management override of controls (including journal entries and budget amendments) is considered a fraud and significant risk according to GAAS

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Audit of Major Program Compliance

Our audit of the Town of Harrisburg's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The objective of a compliance audit under the Uniform Guidance and the State Single Audit Implementation Act is to obtain reasonable assurance about whether the entity complied in all material respects with the applicable compliance requirements for each of its major federal programs and to express an opinion on the entity's compliance based on the audit.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud

may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to management and those charged with governance, regarding, among other matters, the planned scope and timing of the compliance audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For the prevention and detection of fraud, including the design and implementation of programs and controls to prevent and detect fraud;
4. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
5. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;

6. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
7. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on the financials and/or compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information, records and documentation;

23. For informing us of any events encountered subsequent to the period under audit that may require adjustment to or note disclosure in the financial statements; and
24. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Limitations of the Audit Report

Should the Town wish to include or incorporate by reference these financial statements and our report thereon into any other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards (GAAS) to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the Town will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

Nonattest Services

We will perform the following nonattest services:

- Preparation of auditor portions of Data Collection Form

We will not assume management responsibilities on behalf of the Town of Harrisburg. However, we will provide advice and recommendations to assist management of the Town of Harrisburg in performing its responsibilities.

The Town of Harrisburg's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

Reporting

We will issue a written report upon completion of our audit of the Town of Harrisburg's basic financial statements. Our report will be addressed to the governing body of the Town of Harrisburg. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

In accordance with the Uniform Guidance, we will issue (1) a report on compliance for each major program and (2) a report on internal control over compliance. These reports are intended solely for the information

and use of management, those charged with governance, federal awarding agencies, pass-through entities, and oversight bodies, and are not intended to be used by anyone other than these specified parties.

We will provide copies of our reports to the Town. However, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We also are responsible for communicating with the Town's management or those charged with governance our audit responsibility under GAAS, an overview of the planned scope and timing of the audit including significant risks identified by us, significant issues or findings from the audit, including our views about the qualitative aspects of the Town of Harrisburg's significant accounting practices, significant unusual transactions, significant difficulties encountered during the audit, disagreements with management, difficult or contentious matters for which we consulted outside the engagement team and that are, in our professional judgment, relevant to those charged with governance, uncorrected and corrected misstatements, and other findings or issues arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Electronic Transmittals

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The Town is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner

other than a secure portal, and (b) any loss arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Timing of Engagement

We expect to begin our services at a time mutually determined by you and Martin Starnes & Associates, CPAs, P.A. and after receipt of this executed Agreement and all documents requested by our office. The timing of our work is dependent upon the timely receipt of the information we request from you, including timely responses to any questions we may ask.

Our services under this Agreement will conclude at the earlier of:

- issuance of the deliverable outlined in this Agreement;
- written notification by either party that the Agreement is terminated

Provisions of Engagement Administration and Fees

Erica Brown is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Our fees for these services are as follows:

Audit Fee	\$ 36,380
Single Audit Fees (up to 2 programs)	<u>5,250</u>
	<u>\$ 41,630</u>
Additional Fees:	
Charge per major program in excess of 2	<u>\$ 5,250</u>

Please note that the fees above include up to 2 major programs, as indicated. The "total amount not to exceed" listed on the audit contract also includes up to 2 major programs. If the total number of major programs exceeds 2 and the "total amount not to exceed" needs to be increased, we will prepare an amended contract to include the fees necessary based on the per program amount listed as additional fees above.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. The Town agrees to pay all cost of collection (including reasonable attorney fees) that the Firm may incur in connection with the collection of unpaid invoices. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs

through the date of termination. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent or non-payment, we shall not be liable for any loss you may incur as a result of the work stoppage, including penalties and interest. In such cases, you assume all risk associated with your failure to meet any governmental or other deadlines.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Harrisburg's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the Town at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the Town for the first time.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements. If, for any reason, the Town is unable to provide such schedules, information, and assistance, the Firm and the Town will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff or accommodate the Town's requested scheduling change because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established

by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Assistance with Financial Statement Drafting

Your personnel is responsible for drafting the financial statements and related notes and the Schedule of Expenditures of Federal and State Awards. Upon completion of the drafted financial statements, we will review them and return them to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$90-\$450 per hour.

Non-Solicitation of Employees and Independent Contractors

During the term of this engagement and for a period of eighteen (18) months after the end of this engagement, for whatever reason, you agree that you shall not, directly or indirectly: (i) solicit or attempt to solicit for employment or for engagement as an independent contractor, any of our employees or independent contractors; or (ii) solicit, encourage, or induce, or attempt to solicit, encourage, or induce, any of our employees or independent contractors to leave the employment of Martin Starnes & Associates, CPAs, P.A. or terminate their relationship with Martin Starnes & Associates, CPAs, P.A. For the avoidance of doubt, general advertisements for employment shall not be deemed a violation of this paragraph.

You agree that we invest a large amount of capital and resources to ensure that our employees and independent contractors deliver the highest level of service in our industry. You also agree that the cost of recruiting and hiring qualified individuals to replace our employees or independent contractors would be a lengthy and expensive process. You therefore agree that your violation of the non-solicitation provision above will result in economic damages that are difficult to ascertain and that, in the event of a breach of the non-solicitation provision above, you will pay to Martin Starnes & Associates, CPAs, P.A. a fee equal to One Hundred Percent (100%) of the employee's or independent contractor's annual rate of compensation at the time their relationship with us ends.

You further agree that your breach or threatened breach of the non-solicitation provision above would result in irreparable loss and injury to us. You agree that, in addition to all other remedies provided at law or equity, we shall be entitled to a temporary restraining order and preliminary and permanent injunctive relief in the event of a breach or threatened breach of the non-solicitation provision above, and you hereby waive any requirement that we post any bond in connection with obtaining such restraining order and/or injunctive relief. We shall be entitled to a restraining order and/or injunctive relief without regard to whether we can demonstrate that we have suffered actual damages or economic loss as a result of the breach or threatened breach of the non-solicitation provision.

Termination and Withdrawal

Either party may terminate this Agreement at any time and for any reason. If this Agreement is terminated before services are completed, you agree to pay all fees and expenses we incur through the effective date of termination.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our

association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, “hard copy” format or other medium.

Conflicts of Interest

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to terminate our services without issuing our work product.

Third-Party Service Providers or Subcontractors

We may use third-party service providers, subcontractors, commercially available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, “external party” or “external parties”), to assist us where necessary to help provide professional services to you or support the needs of our firm. You consent to our use of external parties. Our firm remains responsible for exercising reasonable care in providing our services, and our services and work product will be subjected to our firm's customary quality control procedures.

We may provide your confidential information to external parties in support of our services. You consent to the disclosure of your confidential information to those external parties. We take reasonably prudent business care consistent with our professional standards to prevent the unauthorized release of your confidential information.

In certain circumstances, we may require a separate, written consent from you before your information is transmitted to an external party or parties.

Records Management

We will return any original records and documents you provide to us. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own record-keeping obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 60 days. Professional standards may preclude us from being the sole repository of your original data, records, or information.

Workpapers and other items created by us to support the delivery of our services are our property and will remain in our control. We will consider requests for copies of workpapers and other items created by us in accordance with the AICPA Code of Professional Conduct. Our workpapers will be maintained by us in accordance with our firm’s record retention policy and any applicable legal and regulatory requirements.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. Catastrophic events or physical deterioration may result in damage to or destruction of our firm’s records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Confidentiality

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.

Referrals

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. As a courtesy, we may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or suitability of any product we refer to you or that you separately retain.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute investment advice unless specifically engaged in the *Engagement Objective and Scope* section of this Agreement. Our services under this Agreement do not constitute legal advice.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Marketing and Educational Communications

If we send you newsletters, updates, explanations of technical developments or similar communications, it is strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

Independent Contractor

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Martin Starnes & Associates, CPAs, P.A., and no Martin Starnes & Associates, CPAs, P.A. stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Survivability

The following sections of this Agreement shall survive termination of the Agreement: Limitation of Liability and Statute of Limitations.

Assignment, No Third-Party Beneficiaries

All parties acknowledge and agree that the obligations and responsibilities of this Agreement cannot be assigned to any third party except as agreed to in writing. This Agreement has been entered into solely

between you and Martin Starnes & Associates, CPAs, P.A., and no third-party beneficiaries are created hereby.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, “electronic signature” includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Entire Agreement

This Agreement, including the LGC-205 Contract to Audit Accounts, represents the entire agreement of the parties and supersedes all previous oral, written or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

Statute of Limitations

You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Martin Starnes & Associates, CPAs, P.A. performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Martin Starnes & Associates, CPAs, P.A. in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

Limitation of Liability

You agree that Martin Starnes & Associates, CPAs, P.A.’s liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. In no event shall Martin Starnes & Associates, CPAs, P.A. be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. The foregoing limitations shall not apply to the extent it is finally, judicially determined that the liability resulted from gross negligence or fraud of Martin Starnes & Associates, CPAs, P.A. or if enforcement of this provision is disallowed by applicable law or professional standards.

Mediation

If a timely dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in North Carolina.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Arbitration Procedures

If a dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the rules). The arbitration shall be conducted before a panel of three arbitrators. Each of the Town and firm shall designate one arbitrator in accordance with the “screened” appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the state of North Carolina (without giving effect to its choice of law principles) in connection with the dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Town of Harrisburg by:

Signature: _____

Title: _____

Date: _____



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Youth Council Grant Award and related FY2026 Budget Ordinance Amendment

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the FY2026 Budget Ordinance Amendment to recognize the grant received by the Youth Council.

Description/Background:

The Harrisburg Youth Council has been awarded a 2026 Lorrie Otto Seeds for Education Grant in the amount of \$450 from Wild Ones, a national nonprofit organization dedicated to promoting environmentally sound landscaping practices and the use of native plants. The Seeds for Education program supports youth-led projects that create or enhance native plant gardens while providing hands-on environmental education and community engagement opportunities.

The grant was secured through the efforts of the Youth Council's Grants Committee, a team of five student members who actively researched and pursued funding opportunities to support both the Council's initiatives and the development of the pollinator garden project. Youth Council member Emma Piper, a member of the committee, successfully identified and completed the application that resulted in the award. Emma has played an instrumental role in the project, organizing community outreach initiatives and helping secure donations and support to advance the effort.

Grant funds must be used specifically for the purchase of native plants and seeds, which will directly support the Youth Council's "Grow With Harrisburg" Pollinator Garden Project. The project aims to establish a native pollinator garden that provides habitat for bees, butterflies, and other pollinators while also serving as an educational and community-focused environmental initiative. Planning and early preparation for the garden are already underway, and these funds will help support the next phase of implementation by expanding native plantings within the project area.

If approved, the grant funds will be formally recognized and incorporated into the pollinator project budget to support the continued development of this youth-led environmental initiative.

Recommendation:

Staff recommends approval of the budget amendment recognizing the grant revenue and appropriating the funds towards the Youth Council's pollinator garden service project.

Fiscal Impact:

This budget amendment results in zero net impact to the Town. The Youth Council received a grant of \$450, which will be appropriated to be spent on the pollinator garden project.

Attachments:

1. Amendment - GF - Youth Council Grant 03162026



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

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

Section 1. Amend the General Fund to account for a grant received by the Youth Council toward its pollinator garden service project.

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

Increase line item 100-1200-55708	\$ 450
Programming	

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

Increase line item 100-48901	\$ 450
General Fund Sponsorships	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 16th day of March, 2026.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract with Kell Marketing to construct a Restroom/Shelter Facility at Holcomb Woods Athletic Complex and related Capital Project Ordinance Amendment

Presenting Personnel:

Jim Spina, Parks and Recreation Director

Suggested Motion or Action:

Motion to approve a contract with Kell Marketing for approximately \$235,000 to construct a restroom and shelter facility at Holcomb Woods Athletic Complex.

Description/Background:

The Parks and Recreation Department has used Holcomb Woods Athletic Complex for youth and adult soccer as well as adult flag football since the Fall of 2021. During that time, we have had to use portable toilets as we currently do not have a restroom facility on site. The Holcomb Woods Athletic Complex welcomes over 30,000 participants and visitors per year and this new facility, featuring restrooms and a covered shelter, will help to provide a quality experience for our residents and guests for the foreseeable future.

Recommendation:

Staff recommends the approval of this contract and related capital project ordinance amendment.

Fiscal Impact:

Fiscal impact of this contract is approximately \$235,000, which contains a 5% contingency budget. Public Works staff will make the utility connections for Water and Sewer, which requires approximately \$10,000 in materials. In total, the project will cost approximately \$245,000.

Original Budget

The original budget was established at \$210,000, with \$20,000 for professional engineering services and \$190,000 for construction. The original plan did not include the add-alternate option for the covered shelter and larger footprint.

Project Changes

No engineering contract was required for this build as the contractor is able to construct from a simple design and specifications list. This results in the associated budget amendment shifting those engineering funds to construction. Town staff also believe there is great value being added with the covered patio in addition to the restroom building, justifying the request to increase the authorized capital expenditure in total by \$35,000.

Amended Budget

Professional Services - \$0

Construction - \$245,000

Additional funding, if approved, will be transferred from the Capital Reserve Fund. There is no discernible impact to the financial model as a result of this amendment.

The project was properly informally bid, with two quotes received and two contractors that did not elect to submit bids. The contract has been approved by the Town attorney.

Attachments:

1. Restrooms at Holcomb Woods Contract_03.06.2026
2. Amendment - CRF - GF - Holcomb Woods Restroom 03162026
3. Project Amendment - CPF-Rec - Holcomb Woods Restroom 03162026

CONTRACT FOR RESTROOMS AT HOLCOMB WOODS

This Contract is by and between Town of Harrisburg, NC (Owner) and The Kell Marketing Group (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
- C. 24'x15'x12' Restroom building for Holcomb Woods Park; complete build from the ground up; Town is responsible for water/sewer lines to be ran to site location; includes all materials/labor for a complete turnkey bathroom build per discussions and contract documents; Also includes an added shelter to attach to the restrooms 25'x45'x12' including ground prep, extended concrete pad, block support, electrical/lights, framing of shelter, staining/painting of all wood per contract documents.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed issued by the Town.
- B. Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Owner for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages or milestones of the Work.
 - 2. a preliminary Schedule of Submittals; and

3. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

No progress payment shall be made to Contractor until acceptable schedules are submitted to the Owner.

- C. The Contractor shall create, maintain, and regularly update the Project Schedule using the Critical Path Method (CPM) or other Owner-approved scheduling methodology beginning on the first Monday of the month following the Notice to Proceed, and continuing each first Monday of the month until all work is complete and ready for final payment. These updates shall accurately reflect project progress, identify delays, and support the management of potential liabilities. Failure by the Contractor to provide timely and accurate schedule updates constitutes a material breach of contract and may impair the Contractor's ability to substantiate any delay claims.
- D. The Work is to be substantially complete within 60 days from the date of the Notice to Proceed. All Work not required for substantial completion, including among other things, punch list and restoration, shall be completed within 30 days after substantial completion. Failure to perform the work required for acceptance within the time specified above shall subject the Contractor to an assessment of liquidated damages of Two Hundred Dollars (\$200.00) per calendar day.
- E. Substantial Completion is defined as the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- F. Work must be performed continuously by the Contractor except with consent from the designated Town representative. Inclement weather that prohibits the performance of the Work by the Contractor shall not result in the performance of the Work being considered not continuous. These times can be extended with a timely request. Unless so extended, failure to comply shall subject the Contractor to liquidated damages as described above. Please reference section 3.03 for further details.

3.02 Delays in Contractor's Progress

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

for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times and the timely notification to the Owner in writing of adjustment request.

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

3.03 Weather delays

- A. Weather conditions are considered anticipated and non-compensable except as specifically provided in this section. Contractor shall plan, schedule, and conduct the Work with full consideration of typical weather conditions for Charlotte, North Carolina, as published in the U.S. Climate Data Monthly Chart (USClimateData.com).
- B. No adjustment to the Contract Price or Contract Times shall be made for weather delays unless the Contractor demonstrates that actual weather conditions exceeded the normal monthly averages for the Project location.
- C. A Rain-Impacted Day is a day on which both of the following occur:
 - 1. Measured rainfall at the Project site exceeds the expected number of rain-impacted days for the applicable month, as shown in the U.S. Climate Data Monthly Chart for Charlotte, North Carolina; and
 - 2. The rainfall or resulting site conditions prevent the Contractor from performing scheduled critical-path activities, despite the Contractor having labor, materials, equipment, and access available for work
- D. Rainfall or site conditions that delay non-critical work, or work that could reasonably be resequenced, shall not constitute a Rain-Impacted Day.
- E. For a weather delay to be considered, the Contractor shall submit the following within three (3) calendar days of the alleged impact:
 - 1. Daily weather records for the Project site, including measured precipitation from an on-site gauge or recognized local weather station;
 - 2. Photographs documenting site conditions that prevented work;
 - 3. Daily reports identifying the critical-path activity scheduled for that day and describing how the weather prevented its performance;
 - 4. Updated critical-path schedule analysis demonstrating the impact to the Contract Time.
- F. Failure to provide complete and timely documentation constitutes a waiver of the claim.
- G. The following do not constitute compensable or excusable weather delays:
 - 1. Weather within normal monthly averages per U.S. Climate Data;
 - 2. Delays affecting non-critical activities or activities that could be resequenced;
 - 3. Delays resulting from Contractor's failure to maintain stormwater controls, access routes, temporary drainage, or weather protection;

- 4. Saturated soils or muddy working areas that are typical for the season;
- 5. Delays related to Contractor's means, methods, labor availability, or equipment issues.
- H. Only Rain-Impacted Days that exceed the monthly average number of rain-impacted days, as defined in section 3.03 - C, may qualify for an extension of Contract Time.
- I. Contract Price adjustments are not permitted unless specifically authorized elsewhere in the Contract.
- J. The Town will review the Contractor's submitted documentation and schedule analysis. The Town shall have sole authority to determine whether a Rain-Impacted Day qualifies as an excusable delay under this Contract.

3.04 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the prices outlined in Exhibit "A". **The total contract price shall not exceed \$234,773.15** as provided by Contractor's quote KQ2301-3 received on November 19th, 2025 plus the additional quote KQ-2301-4 received on March 3, 2026 plus a 5% contingency of \$11,179.67. Payment will be in a manner as described in Article 9 of this contract. Payment will be paid for Work completed as of the date of the application for payment. Use of contingency shall only be authorized by official Change Order in accordance with Article 7 of this contract.

ARTICLE 4 - INSURANCE

4.01 Insurance

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

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to always be present during the execution of the Work.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

5.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid

damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

5.03 Services, Materials, and Equipment

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

5.04 Subcontractors and Suppliers

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

5.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall pay all governmental charges and inspection fees necessary for the completion of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract).

5.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.
- D. Contractor shall submit with each application for pay, an itemized breakdown of taxes paid per sheet 2 of Exhibit "B".

5.07 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Owner and Inspectors for reference.

5.08 Safety and Protection

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

5.09 Warranties and Guarantees

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

5.10 Correction Period

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

5.11 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and any officers, directors, members, partners, employees, agents, consultants and subcontractors of the Owner from and against all claims, costs, losses, and

damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

6.01 Owner's Responsibilities

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

ARTICLE 7 - CHANGES IN THE WORK

7.01 Authority to Change the Work

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

7.02 Change Orders

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

ARTICLE 8 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

8.01 Tests and Inspections

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

8.02 Defective Work

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

ARTICLE 9 - PAYMENTS TO CONTRACTOR

9.01 Applications for Payments:

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

9.02 Retainage

- A. The Owner shall retain **5%** of each progress payment until the Work is substantially complete. Retainage shall be computed based on work completed including any added tax.

9.03 Review of Applications

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

9.04 Substantial Completion

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

9.05 Final Inspection

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

9.06 Final Payment

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

9.07 Waiver of Claims

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

ARTICLE 10 - CONTRACTOR'S REPRESENTATIONS

10.01 Contractor Representations

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

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

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

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

OWNER: Town of Harrisburg, NC

CONTRACTOR: The Kell Marketing Group

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

EXHIBIT A

(CONTRACTING QUOTES AND
RENDERINGS)



1332 Tomberlin Rd.
Monroe, NC 28110

Phone: 704-292-1920
Fax: 704-292-2246
E-mail: Darius@KELLmarketing.com

November 19, 2025

Shawn Marble
City of Harrisburg
4050 Stallings Park Rd.
Harrisburg, NC 28075

Subject: Holcomb Woods Park Restrooms

Dimensions: 24'x15'x12'

Description: Restroom building for Holcomb Woods Park; complete build from the ground up; city is responsible for water/sewer lines to be ran to site location; includes all materials/labor for a complete turnkey bathroom build per discussions; if any unforeseen issues arise or changes are made we will have to adjust accordingly.

Artwork: NA

Finishing: NA

	<u>Quantity</u>		<u>Unit Price</u>	<u>Extension</u>
Price:	1	@	\$191,412.77	\$191,412.77

Prep. & Setup Charges: Unless otherwise noted, all one-time charges are included in the unit pricing above for new orders. If there are any changes in the plans, or if additional chnages are required, additional charges will apply.

Terms: DOR
A 2 1/2% finance charge on all outstanding balances over 45 days.

- Note:**
- 1 Prices are fob Origin.
 - 2 Quoted prices are valid for 14 days

All designs and pricing are confidential and the exclusive property of The KELL Marketing Group, Inc. and/or their suppliers, and are not to be disclosed to third parties. Quotation is subject to change if an error is made in good faith. All design rights, citations, attributes, and accreditations are retained by The KELL Marketing Group, Inc. and/or their suppliers.

Respectfully submitted,
Darius Williams







Plumbing, Electrical, and Building Scope of Work

General Notes

- All work is priced for **regular business hours**.
- All **new water lines** will be **copper**.
- All **water line insulation** will be **fiberglass**.
- All **sewer and vent lines** will be **PVC**.
- All **slab trenches** will be **backfilled with removed spoils**. Excess spoils will remain onsite; **no haul-off included**.
- **Permit fees, design fees, and Davis-Bacon wages** are **not included** in this proposal.
- **Customer is responsible** for **water and sewer lines** run to the **new building location**.
- **Customer is responsible** for **water and sewer permits**.
- **Timeline from start to finish is 60 days** weather permitting

Plumbing Scope of Work

Included Fixtures & Equipment

- (4) ADA-compliant water closets with **sensor flush valves**
- (4) Wall-hung lavatories with **sensor faucets**
- (1) Urinal with flush valve
- (2) Floor drains
- (1) Bi-level water fountain

Work to be Performed

- Complete installation of all slab, rough-in, set fixtures, and piping.
- Supply and installation of all plumbing fixtures and associated materials.

Specified Plumbing Fixtures

Item	Model / Description
Drinking Fountain / Bubbler	Elkay EDFP217K
Toilet Bowl	American Standard Madera
Flush Valve	Zurn ZER6000PLHETCPM
Wall-Hung Lavatory	American Standard
Lavatory Faucet	Zurn Z6950
Lavatory Carrier	Zurn Z1231
Floor Drain	Sioux Chief

Electrical Scope of Work

- Inside-rated **200 AMP meter and panel**
 - **Dedicated 20 AMP circuits** for hand dryers
 - (2) **2x4 lay-in lights**
 - (2) **20 AMP circuits** for water fountains
 - (2) **Bath fans**
 - (2) **Flood lights**
 - (2) **Outside exhaust vents**
 - (1) **Meter tie-on**
 - (1) **300 ft trench/line lay (covered)**
 - (2) **Wall-mounted blow dryers**
 - (2) **Baby changing tables**
 - (2) **Automatic soap dispensers**
-

Building Materials & Concrete Scope

- **Stick-built lumber frame construction**
- **Drywall walls** throughout
- (3) **Metal doors**
- **Black shingles** roofing
- **Grey siding** exterior finish
- **Restroom signage** included
- **Gable vent**
- (2) **Handrail systems**
- **Tile walls** from floor to ceiling
- (2) **Non-shatter mirrors**
- **Grading of new site**
- **Concrete footings**
- **Rebar grid-lay/ Block lay**
- **Concrete foundation pad/ Over lay pour**
- **4' concrete perimeter** around the building

Exclusions

- Permit fees (Kell Marketing will pull the building permit)
- Design or engineering fees
- Davis-Bacon wage requirements
- Hauling of excess spoils
- Water and sewer line installation to the new building location (to be provided by customer)
- Art work is billed for in full with 100% credit back with order placement



1332 Tomberlin Rd.
Monroe, NC 28110

Phone: 704-292-1920
Fax: 704-292-2246
E-mail: Darius@KELLmarketing.com

March 3, 2026

Jim Spina
City of Harrisburg
4050 Stallings Park Rd.
Harrisburg, NC 28075

Subject: Holcomb Woods Add on Shelter Option

Dimensions: 25'x45'x12'

Description: Add on Shelter option for Holcomb restroom building; ground prep; extended concert pad; lay block support; electrical/lights; framing of shelter; staining/painting of all wood; all materials and labor included.

Artwork: NA

Finishing: NA

Price:	<u>Quantity</u>		<u>Unit Price</u>	<u>Extension</u>
Electrical:	1	@	\$2,981.77	\$2,981.77
Concrete:	1	@	\$8,770.40	\$8,770.40
Shelter:	1	@	\$20,428.54	\$20,428.54

Total: \$32,180.71

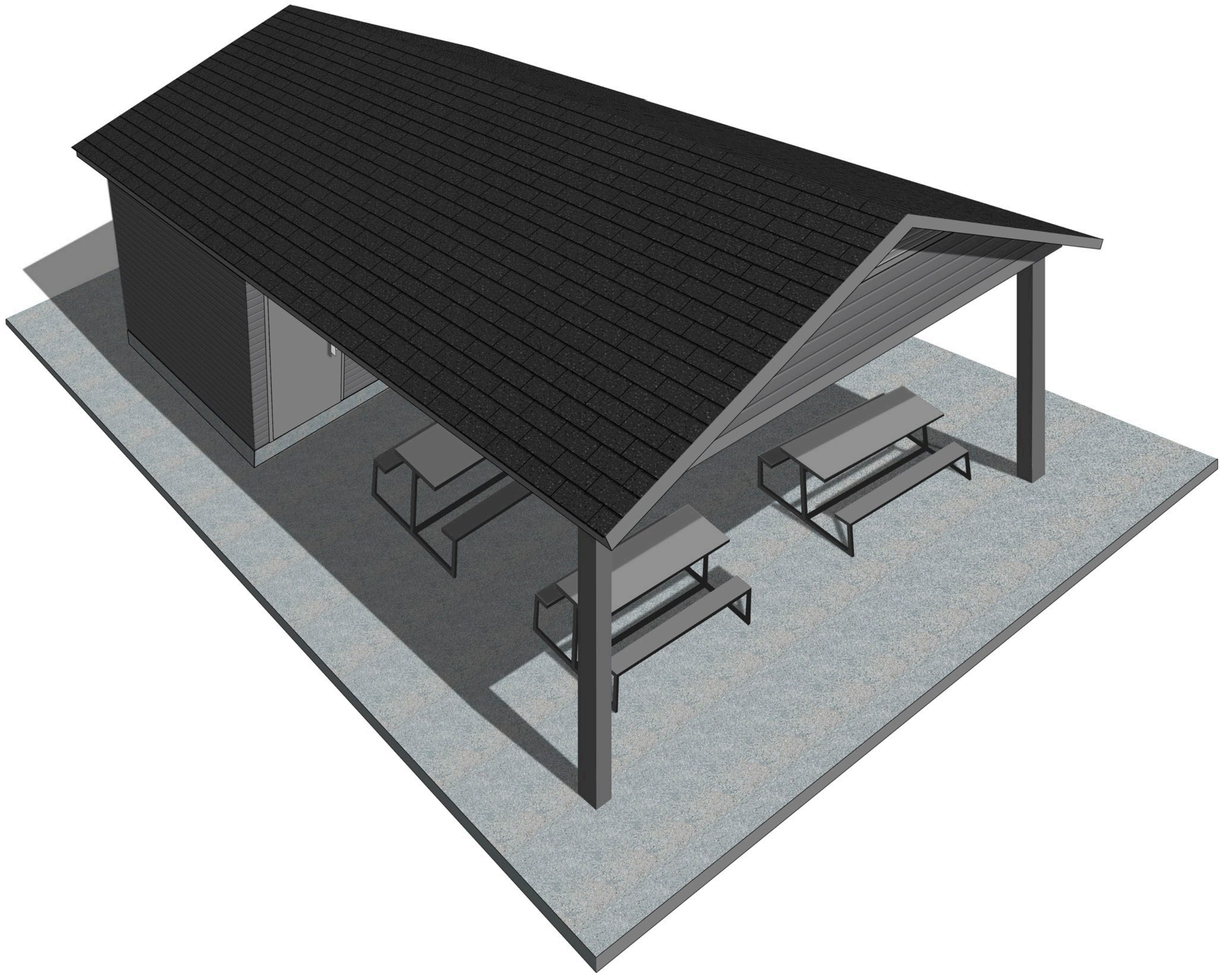
Prep. & Setup Charges: Unless otherwise noted, all one-time charges are included in the unit pricing above for new orders. If there are any changes in the plans, or if additional changes are required, additional charges will apply.

Terms: DOR
A 2 1/2% finance charge on all outstanding balances over 45 days.

- Note:**
- 1 Prices are fob Origin.
 - 2 Quoted prices are valid for 14 days

All designs and pricing are confidential and the exclusive property of The KELL Marketing Group, Inc. and/or their suppliers, and are not to be disclosed to third parties. Quotation is subject to change if an error is made in good faith. All design rights, citations, attributes, and accreditations are retained by The KELL Marketing Group, Inc. and/or their suppliers.

Respectfully submitted,
Darius Williams



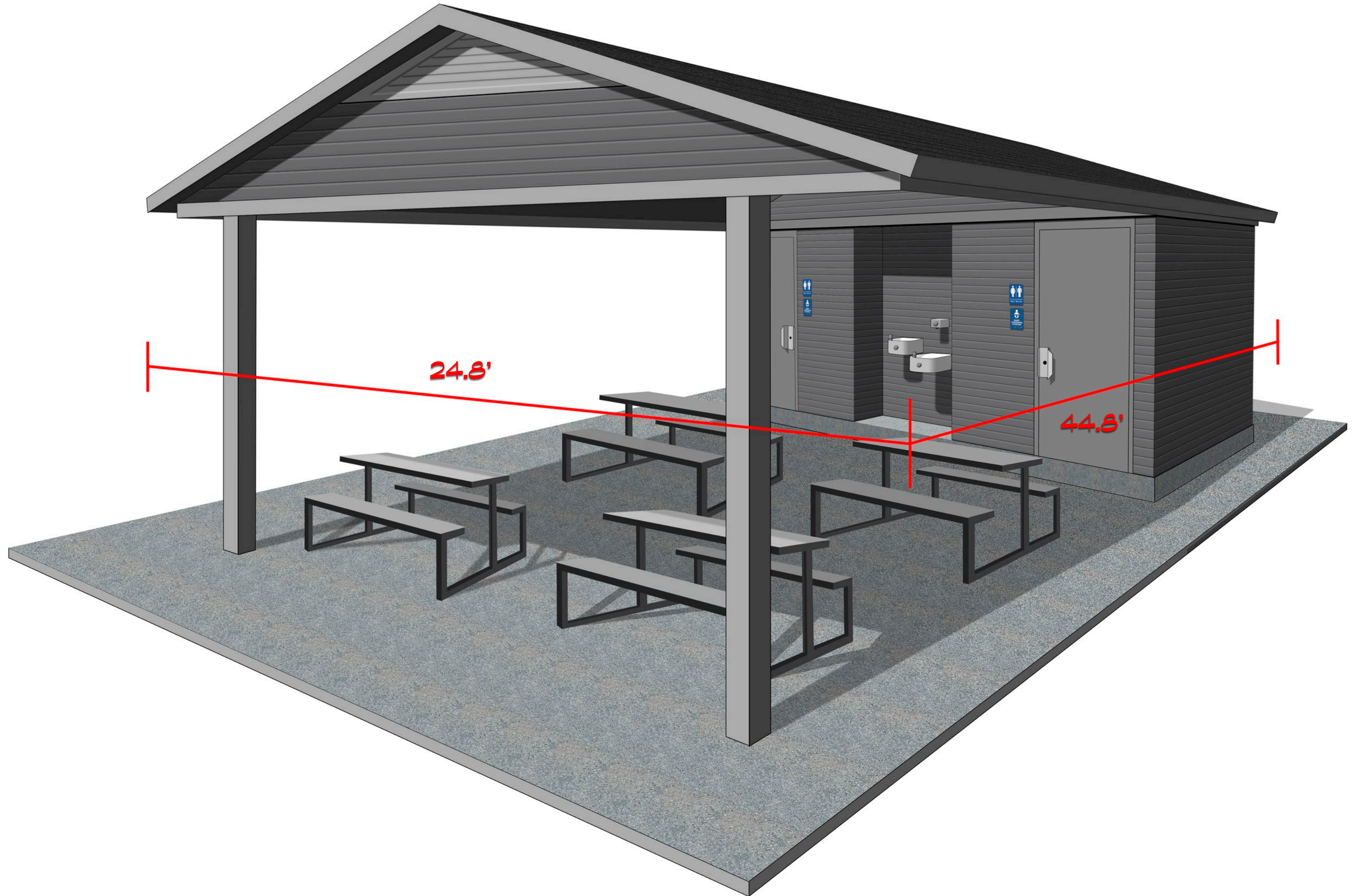




EXHIBIT B

(APPLICATION FOR PAYMENT FORM)

APPLICATION FOR PAYMENT

OWNER:

PROJECT:

APPLICATION #: _____

DATE: _____

% COMPLETE: _____

CONTRACTOR:

ENGINEER:

 PREPARED BY:

APPLICATION PAYMENT SUMMARY

1. ORIGINAL CONTRACT AMOUNT: _____
2. NET CHANGES TO CONTRACT: _____
3. TOTAL CONTRACT AMOUNT: _____
4. TOTAL COMPLETED TO DATE: _____
5. RETAINAGE:
 - a. _____ % OF TOTAL WORK COMPLETED: _____
 - b. _____ % OF STORED MATERIAL: _____
6. TOTAL COMPLETED LESS RETAINAGE: _____
7. TOTAL PREVIOUS APPLICATIONS: _____
8. CURRENT PAYMENT DUE: _____
9. RETAINAGE FOR CURRENT PAY PERIOD: _____
10. BALANCE TO FINISH INCLUDING RETAINAGE: _____

CONTRACTOR'S CERTIFICATION

It is to the best of my knowledge that the information covered by this Application for Payment from the Town of Harrisburg has been completed in accordance with the Contract Documents, that all previous Applications for Payment have been received from the Town of Harrisburg and that the current payment stated above is now due.

CONTRACTOR SIGNATURE: _____

DATE: _____

CONTRACTOR TO INCLUDE WITH THIS FORM A BREAKDOWN OF WORK COMPLETED WITH AMOUNTS AND A SALES TAX REPORT WHERE APPLICABLE.



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

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

Section 1. Amend the Capital Reserve Fund - General Fund to account for the Holcomb Woods Athletic Facility Restroom and Picnic Shelter project.

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

Increase line item 200-8500-59114	\$ 35,000
Transfers Out – Capital Projects Fund – Recreation	

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

Increase line item 200-48599	\$ 35,000
Appropriated Fund Balance	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 16th day of March, 2026.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



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

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the Capital Projects Fund – Transportation ordinance for the fiscal years beginning July 1, 2024 and ending June 30, 2026:

- Section 1.** Amend Capital Projects Fund – Recreation to account for construction of the Holcomb Woods Athletic Complex restroom and picnic shelter.
- Section 2.** To amend the Capital Projects Fund – Recreation, the appropriations are to be changed as follows:
- | | |
|--|-----------|
| Decrease line item 320-5000-56310
Professional Services
2025-5000-013-01 | \$ 20,000 |
| Increase line item 320-5000-57100
Construction
2025-5000-013-02 | \$ 55,000 |
- Section 3.** To amend the Capital Projects Fund – Recreation, the estimated revenues are to be changed as follows:
- | | |
|---|-----------|
| Increase line item 320-49555
Transfers In – Capital Reserve Fund | \$ 35,000 |
|---|-----------|
- Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.
- Section 5.** That this ordinance shall be effective upon its passage. Adopted this 16th day of March, 2026.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Change Order 1 with Kimley Horn for Professional Design Services Contract for BL-0086 - Hickory Ridge Road Sidewalk

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

Motion to approve Change Order 1 in relation to the existing Professional Design Services Contract for BL-0086 Hickory Ridge Road Sidewalk in an amount not to exceed \$29,600.

Description/Background:

The Professional Services Contract for BL-0086 - Hickory Ridge Road Sidewalk with Kimley-Horn was approved on the March 2025 Town Council agenda in the amount of \$242,515, of which 80% is reimbursable as part of the grant award. The original scope and fees were based on certain design assumptions that all parties felt appropriate and reasonable based on the known conditions at the time. After completing field surveys and site investigations as part of the detailed design, along with review comments following initial submittals to NCDOT, it has been determined that additional design work and utility coordination not originally included in scope will be needed to advance the project design to a fully permitted set of construction plans.

Based on comments from the NCDOT review of the 30% plans and subsequent initial submittal of the 75% plans, the original design assumptions need to be adjusted, necessitating additional drainage design to avoid costly impacts to numerous Duke Energy utility poles as well as additional impacts to private property. The change order is not strictly based on NCDOT comments alone. As previously mentioned, field studies and site surveys in support of the detailed design work have also identified the need for additional engineering to mitigate conflicts with existing waterlines and the proposed pedestrian bridge abutment foundation, as well as the need for additional private utility coordination with Duke Energy associated with relocating utility poles near the bridge that will not be able to be avoided as originally assumed. This change order is proposed to account for these additional services to be added to the contract. Staff will continue to work closely with the consultant to value engineer solutions with the aim of staying within the total project budget.

NCDOT has reviewed and approved the scope and fees for this change order and confirmed the \$29,600 is eligible for 80% reimbursement as part of the federal grant. The Town's 20% share totals approximately \$5,920.

Recommendation:

Staff recommends approving Change Order 1 in relation to the existing Professional Design Services Contract for BL-0086 Hickory Ridge Road Sidewalk for approximately \$29,600.

Fiscal Impact:

The total amount of the TADA Grant award for BL-0086 is \$1,662,400. Of this, the Town's 20% match is \$415,600. The original amount awarded for the design contract of \$242,515 left a total of \$1,419,885 remaining for ROW acquisition, utility relocation, and construction stages of the project. Approval of this change order will reduce the amount remaining for future project stages from \$1,419,885 to \$1,390,285. No project ordinance amendment is required to facilitate this change order.

Attachments:

1. KHA - Change order 1- SSA - BL0086

2. SIGNED CONTRACT - KHA - H Ridge SWLK



CHANGE ORDER NO. [1]

**TOWN OF HARRISBURG, NORTH CAROLINA
CHANGE ORDER FOR PROFESSIONAL ENGINEERING SERVICES – BL-0086 – HICKORY RIDGE
ROAD SIDEWALK**

SECTION I: PURPOSE

The purpose of this Change order (hereinafter “CO”) is to alter the scope of the PROFESSIONAL ENGINEERING SERVICES – BL-0086 – HICKORY RIDGE ROAD SIDEWALK agreement between the Town and KIMLEY-HORN AND ASSOCIATES, INC. (“Consultant”, “KHA”), dated April 08, 2025 (hereinafter “Agreement”).

SECTION II: SCOPE

The scope of the Agreement is to be altered with the addition of supplemental services as described in the attached Amendment Number 01 to Professional Services for BL-0086 Hickory Ridge Road Sidewalk Project (Exhibit A) as provided by KHA dated 11-28-2025. The Consultant shall comply with all terms of the Agreement, which agreement is incorporated into this CO as if fully set forth verbatim herein.

SECTION III: SCHEDULE

Consultant shall perform tasks as expeditiously as practical and in conformance with schedules developed at the time of assignment of individual tasks and agreed upon by the Town and Consultant.

SECTION V: COMPENSATION

Consultant shall perform the services detailed in the scope described in Section II above on the basis of the hourly rate schedule or set fee for services and attached hereto.

Billing shall be in conformance with the Agreement. The total amount billed to the Town related to this Change Order shall not exceed \$29,599.15 without the written permission of the Town.

[SIGNATURE PAGE(S) FOLLOW]



IN WITNESS WHEREOF, the Town of Harrisburg and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF HARRISBURG:

Kimley-Horn and Associates, Inc.

(Typed of Printed Legal Name of Consultant)

By: _____
Town Manager

By: _____
Signature of Authorized Officer

Date: _____

Printed Name: _____

Title: _____

APPROVAL BY TOWN FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

11/28/2025

Jennifer Skuya, EI
Engineering Project Manager
Town of Harrisburg
5405 Harrisburg Industrial Park Dr
Harrisburg, NC 28075

Re: Amendment Number 01 to Professional Services Agreement Services for
BL-0086 Hickory Ridge Road Sidewalk Project

Dear Jennifer:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) and the Town of Harrisburg (“Client” or “Town”) entered in a Professional Services Agreement dated April 8, 2025 (“Agreement”) concerning BL-0086 Hickory Ridge Road Sidewalk Project (“Project”).

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

The original agreement assumed in Task 5 that the typical sidewalk section would include a minimum 5-foot-wide planting strip adjacent to the roadway’s travel lane. It was also assumed that, where curb and gutter exists, the sidewalk would be located directly behind the curb. These typical sections were agreed upon to avoid conflicts with utility poles and reduce impacts to private properties.

Based on NCDOT comments dated July 10, 2025, and November 18, 2025, the Town now intends to revise the typical section as follows:

- For areas where Hickory Ridge Road has a shoulder section, a defined ditch will be provided between the roadway and the proposed sidewalk.
- For areas with existing curb and gutter, a minimum 3-foot-wide planting strip will be included between the curb and the sidewalk.

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

Task 7 (Amended) – Right of Way Plans (75%)

Task 7.1 – Drainage Design

Kimley-Horn will perform a hydraulic analysis for drainage pipe crossings and linear ditches along the updated proposed alignment for incorporation into the 75% plans. All cross pipes and ditches will be sized. Cross pipes will be included in the drainage summary sheet. Proposed ditches will be designed to appropriately drain low areas adjacent to sidewalk. Proposed drainage pipes will be designed to NCDOT standard. Stormwater report will be revised and resubmitted with associated changes.

Task 7.2 – 75% Real Estate Plans

Kimley-Horn will revise the 75% Real Estate Plans and Opinion of Probable Construction Cost (OPCC) to include the updated design as described above. The following plan sheets will be revised:

- Typical Sections - C-3.0 – C-3.2
- Drainage Summary Sheet - C-3.3
- Sidewalk Plans – C-4.1 through C-4.3
- Pavement Marking and Signage – Sheet C-6.1 and C-6.2
- Details – C-7.1
- Erosion Control Plans – C-9.3 through C-9.5
- Cross Sections – C-11.0 through C-11.12

Kimley-Horn will resubmit the 75% plans to the Town and NCDOT for review and will respond to up to one (1) round of revisions based on consolidated NCDOT Comments.

Task 10 (Amended) – Utility Coordination

The design modifications necessitate additional utility coordination beyond the scope of the original agreement. This amendment provides for the extra time required to develop relocation plans for up to ten (10) additional pole conflicts with Duke, as well as line relocations involving Duke, Spectrum, Windstream, and potential waterline adjustments in coordination with the Harrisburg Public Works Department.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-16 for the total lump sum fee below in the “Amended Contract Amount” column. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Maximum Labor Fee **\$ 29,599.15**

Task Number & Name		Amended Contract Amount	Type
7	Right of Way Plans (75%)	\$19,599.15	Lump Sum
10	Utility Coordination	\$10,000.00	Lump Sum
Total		\$29,599.15	

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.



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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:

Printed Name:

Title:

AGREED AND ACCEPTED:
Town of Harrisburg

By: _____

Title: _____

Date: _____



HARRISBURG, NORTH CAROLINA
PROFESSIONAL ENGINEERING SERVICES – BL-0086 – HICKORY RIDGE SIDEWALK

TOWN OF HARRISBURG, NORTH CAROLINA AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of the 25 day of March, 2025 by the Town of Harrisburg (“Town”) and Kimley-Horn & Associates (“Consultant”), organized and existing under the laws of the State of North Carolina.

GENERAL PROFESSIONAL SERVICES

WHEREAS, the Town desires to engage the Consultant to provide Professional Engineering, and other technical Professional Services related to engineering, design, and other services, as set forth in Exhibit “A,” for TIP project BL-0086 – Hickory Ridge Road Sidewalk, the “Project”, and

WHEREAS, Consultant provides professional consulting services and has experience, staff, and resources to perform such Services;

NOW THEREFORE, Town and Consultant, in consideration of their mutual covenants, herein agree as follows:

SECTION I: BACKGROUND AND PURPOSE

The purpose of this agreement is to secure professional services necessary to complete the design and other services as outlined in Exhibit “A” related to TIP project BL-0086. Partial funding for this project is matching federal grant program funds subject to certain terms. An agreement between NCDOT and the Town which outlines these terms has been executed and is attached here as Exhibit “B.” Exhibit “B” is hereto attached and incorporated herein by reference as if the same were fully recited, the applicable requirements and provisions related to the services to be provided by this Agreement shall become terms of this Agreement upon execution by both parties.

SECTION II: SERVICES and SCOPE to be PERFORMED

The Consultant shall perform Professional Services as described in the attached Exhibit “A” containing the “Scope of Services and Fee Proposal.”

SECTION III: AGREEMENT DURATION

The Consultant shall commence work upon receipt of written Notice to Proceed from the Town. All work as set forth in Section 1 shall be completed in accordance with the schedule outlined in Exhibit “A.” The Consultant understands that time is of the essence with regard to this Project. If Consultant’s obligations are not completed in accordance with the agreed upon schedule, the Town reserves the right to nullify this Agreement, order the Consultant to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Section 1. The Consultant shall be held accountable for all damages incurred by the Town as a consequence of the missed deadline. The exercise of any of these rights by the Town shall not be interpreted to prejudice any other rights the Town may have in law or equity.

Requests for changes or extensions to the agreed upon schedule shall be submitted in writing to the Town. Consultant understands that approval of such requests may be contingent on review and approval by NCDOT or other grant authority, and the approval of any Amendments to the approved timelines associated with the project by the state or other entities involved with the administration of the subject grant funding.

SECTION IV: COMPLETE WORK without EXTRA COST

Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.



HARRISBURG, NORTH CAROLINA
 PROFESSIONAL ENGINEERING SERVICES – BL-0086 – HICKORY RIDGE SIDEWALK

SECTION V: COMPENSATION

Fees for services shall be paid at the rates outlined in Exhibit “A.”

SECTION VI: CONSULTANT’S BILLINGS TO TOWN

Consultant shall submit an Invoice for payment in a form acceptable to the Town, no more frequently than monthly. Invoices will be prepared and signed by Consultant and submitted electronically to the Town. Payment will be made for services completed as of the date of the Invoice. Invoices should be submitted to Cathleen Kiker at ckiker@harrisburgnc.gov.

Should changes or extra services be needed, which will cause a cost overrun; Timmons will consult with the Town for adjustments prior to conducting the work.

SECTION VII: INSURANCE

Consultant shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Workers’ Compensation</u>	Statutory Limits
<u>Employers’ Liability</u>	\$1,000,000
<u>General Liability</u>	\$1,000,000 per occurrence regardless of contract size
<u>Automobile Liability</u>	\$1,000,000 per occurrence regardless of contract size
<u>Professional Liability</u>	

Policy limit requirements shall be based on the total amount of compensation to be paid to Contractor under this Agreement and as set forth in Exhibit “A,” and on a determination by Town of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

For Non-Hazardous Activities:

\$1,000,000 per claim / \$1,000,000 annual aggregate

For Hazardous Activities:

For contracts less than \$100,000 –
 \$2,000,000 per claim / \$2,000,000 annual aggregate

For contracts over \$100,000 –
 \$5,000,000 per claim / \$5,000,000 annual aggregate

Consultant shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or consultant’s agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Consultant shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Consultant to provide such notice, Consultant assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period and shall be renewed by the consultant for each subsequent renewal period of the contract. The Town shall be listed as certificate holder and named as an additional insured under General Liability. It is required that coverage be placed with “A” rated insurance companies acceptable to the Town. Failure to maintain the required insurance in force may be cause for contract termination. In the event that the consultant fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice.



HARRISBURG, NORTH CAROLINA
PROFESSIONAL ENGINEERING SERVICES – BL-0086 – HICKORY RIDGE SIDEWALK

Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements, if requested.

SECTION VIII: PERFORMANCE of WORK by TOWN

If the Consultant fails to perform the Services in accordance to Section II above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Services, and doing so shall not waive any of the Town’s rights and remedies. Before doing so, the Town shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Services pursuant to this section.

SECTION IX: DOCUMENTS

All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by the Consultant pursuant to this Agreement, shall be the Town’s sole property. The Consultant shall furnish or cause to be furnished to the Town any and all such reports, data, studies, plans, specifications, documents, computer files, and other information created or collected by the Consultant for the Project. The documents so provided will remain the property of the Town. All documents prepared by the Consultant for the Town are subject to public records requirements, and the Town will not assume any responsibility for any third party’s use of the documents that are produced.

SECTION X: ATTACHMENTS

Additional Exhibits may be used to further define this Agreement when the Consultant and Town so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. The following attachments are made a part of this Agreement and incorporated herein by reference:

- Exhibit “A”: Scope of Services and Fee Proposal
- Exhibit “B”: E-Verify Affidavit
- Exhibit “C”: Tax Form(s)
- Exhibit “D”: Certificate of Insurance
- Exhibit “E”: Municipal Agreement
- Exhibit “F”: MBE Documents
- Exhibit “G”: Notice to Proceed

SECTION XI: NOTICE

All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, email, or certified United States mail, return receipt requested, addressed as follows:

To the Town:
Town of Harrisburg
Attn: Devin Huston
Town Engineer
4100 Main St., STE 101
Harrisburg, NC 28075
dhuston@harrisburgnc.gov

To the Consultant:
Kimley-Horn
Attn: Tony Spacek
Vice President
200 South Tryon, Ste 200
Charlotte, NC 08202
tony.spacek@kimley-horn.com



Change of Address, Date Notice Deemed Given:

A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

SECTION XII: INDEMNIFICATION

To the extent permitted by law, the Consultant agrees to pay on behalf of, indemnify, and hold-harmless the Town of Harrisburg, its elected and appointed officials, and employees against any and all fault, actual liabilities, expenses, suits, or losses, including all actual and reasonable costs connected therewith, which may be recovered against or from the Town of Harrisburg, its elected or appointed officials and employees by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, but only to the extent caused by the negligence of the Consultant.

SECTION XIII: ADDITIONAL PROVISIONS

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Consultant shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Consultant and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Consultant's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Consultant the right to assign, it is agreed that the duties of the Consultant that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Consultant shall comply with all applicable law.

(g) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONSULTANTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONSULTANTS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Consultant agrees as follows:
(1) The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated equally during



HARRISBURG, NORTH CAROLINA
PROFESSIONAL ENGINEERING SERVICES – BL-0086 – HICKORY RIDGE SIDEWALK

employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Consultant in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Consultant and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) E-Verify. Consultant shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Consultant utilizes a subconsultant, Consultant shall require the Subconsultant to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

(m) Iran Divestment Act. Consultant certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this Contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

(n) Divestment from Companies that Boycott Israel. Consultant represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

(o) Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Harrisburg. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

(p) Non-appropriation clause. Consultant acknowledges that the Town of Harrisburg is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Town of Harrisburg’s obligations under this contract, then this contract shall automatically expire without penalty to the Town of Harrisburg thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Harrisburg shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Town of Harrisburg’s statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town of Harrisburg’s authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to



HARRISBURG, NORTH CAROLINA
PROFESSIONAL ENGINEERING SERVICES – BL-0086 – HICKORY RIDGE SIDEWALK

the Town of Harrisburg upon written notice to Contractor of such limitation or change in the Town of Harrisburg's legal authority.

(q) No pledge of taxing authority. The taxing power of the Town of Harrisburg is not pledged directly or indirectly to secure any monies due under this contract.

(r) No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town of Harrisburg makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town of Harrisburg.

(s) Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Harrisburg and the third parties regarding the subject matter of this Contract or Agreement.

(t) Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

SECTION XIV: TERMINATION

Either party may terminate this Agreement upon sixty (60) day written notice; provided, however, no such termination shall discharge Consultant's obligations to complete and furnish services as previously agreed to by the parties pursuant to this Agreement or any Supplemental Service Agreement, nor shall termination discharge the Town's obligations to pay for such services as provided for in this Agreement or any Supplemental Service Agreement.

[SIGNATURE PAGE(S) FOLLOW]



HARRISBURG, NORTH CAROLINA
PROFESSIONAL ENGINEERING SERVICES – BL-0086 – HICKORY RIDGE SIDEWALK

IN WITNESS WHEREOF, the Town of Harrisburg and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF HARRISBURG:

Signed by:
By: Robert Danham
98D5068DA25447E...
Town Manager

Date: 4/7/2025

ATTEST BY:
Signed by:
Janet Rackley 4/7/2025
2100D98E2C0D40C...
Town Clerk

APPROVED AS TO FORM:
Signed by:
Richard M. Koch 4/8/2025
3C045D930DD745D...
Attorney for Town of Harrisburg

Kimley-Horn and Associates, Inc.
(Typed of Printed Legal Name of Consultant)

By: [Signature]
Signature of Authorized Officer

Printed Name: Benjamin Taylor

Title: Vice President

Date: 3.11.25

ATTEST:
BY: [Signature]
Signature of Authorized Officer

Printed Name: Tony Spacek

Title: Vice President

SEAL

APPROVAL BY TOWN FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Brian Lee 3/27/2025
0E000CB5D121494...
Signature 2024-3001-007-01



HARRISBURG, NORTH CAROLINA
PROFESSIONAL ENGINEERING SERVICES – BL-0086 – HICKORY RIDGE SIDEWALK

EXHIBIT “A”

This document is an Exhibit to the Agreement for Professional Engineering Services between the TOWN OF HARRISBURG and Kimley-Horn & Associates, (KHA) dated the 25 day of March, 2025.

Scope of Services:

The scope of services is as described in the attached Scope of Work and Fee Proposal by KHA dated January 30, 2025, which is hereby incorporated as part of this exhibit.

Fee for Scope of Services:

The fee for services shall not exceed \$242,515 and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Fees shall be based on the rate schedule provided in the attached Scope of Work and Fee Proposal. Invoices shall be directed to: Town of Harrisburg Attention: Devin Huston, 4100 Main Street, STE 101, Harrisburg, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; KHA shall consult with the Town for adjustments prior to conducting the work.

BL-0086 (HICKORY RIDGE ROAD SIDEWALK) MILESTONE SCHEDULE

Notice to Proceed	TBD
Survey	30 days after NTP
Begin Environmental Documentation	30 days after NTP
Submit 30% Plans to NCDOT/Town for Review	75 days after NTP
Submit Floodplain Development Permit to Town	130 days after NTP
Begin Utility Coordination	135 days after NTP
Attend Community Engagement Meeting	160 days after NTP
Receive Floodplain Development Permit Approval	170 days after NTP
Submit 75% Plans to NCDOT/Town for Review	190 days after NTP
Receive NCDOT Encroachment Permit Approval	210 days after NTP
Incorporate Comments and Resubmit 75% Plans	235 days after NTP
Receive NCDEQ Grading Permit Approval	245 days after NTP
Receive Categorical Exclusion Approval	260 days after NTP
75% Plan Approval and Receive ROW Authorization	265 days after NTP
Begin ROW Acquisition	295 days after NTP
Submit Draft 100% Plans/Specifications & Estimate	520 days after NTP
Receive ROW Certification	560 days after NTP
Begin Utility Relocation	570 days after NTP
Final Construction Document (100%) submittal to NCDOT/Town	590 days after NTP
Receive Construction Authorization	610 days after NTP
Bid Advertisement	615 days after NTP
Begin Construction	675 days after NTP
Project Complete	855 days after NTP



January 30, 2025

Devin Huston, P.E.
Town Engineer
Town of Harrisburg
4100 Main Street, Suite 101
Harrisburg, NC 28075

Re: Scope of Services for Professional Services for
BL-0086 Hickory Ridge Road Sidewalk Project

Dear Mr. Huston:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to Town of Harrisburg ("Client") for providing preliminary engineering, permitting, and construction documents for the BL-0086 Hickory Ridge Road Sidewalk Project.

Project Understanding

The BL-0086 Hickory Ridge Road Sidewalk Project will include preliminary engineering and design for the construction of approximately 3,400 LF of sidewalk along the east side of Hickory Ridge Road, starting at the existing sidewalk in front of the Hickory Ridge Middle school, running north to the intersection of Hickory Ridge Road, turning right on the south side of Stallings Road to the intersection with Harrisburg Veterans Road. This project includes the design of a rectangular rapid flashing beacon (RRFB) at Bridge Point Road, and signal modifications at the intersection of Stallings Road and Harrisburg Veterans Road to accommodate a proposed crosswalk to connect the proposed sidewalk to the existing network. Additionally, the project includes the design of a proposed pedestrian bridge over Back Creek. It is understood that the project is funded through the North Carolina TADA Program from the North Carolina Department of Transportation (NCDOT) and the negotiation of this Agreement shall be conducted in accordance with all NCDOT requirements and guidelines.

Scope of Services

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

Task 1 – Survey and Base Mapping (ESP)

The scope of services will be performed in accordance with the requirements of the NCDOT Location and Surveys Unit for Route Surveys and shall include:

- Perform deed and plat research for adjacent properties along corridor. Prepare property owner database of all property owners within the survey limits. Can mail contact letters if needed. (11 properties)
- Obtain any right of way plans for Hickory Ridge and Stallings Road (if any) in order to establish the R/W along the proposed corridor.
- Establish horizontal and vertical control along the proposed corridor.
- Perform a strip topographic survey along the proposed corridor and will pick up the northbound lane to and 35 feet from edge of pavement along the corridor for approximately

3,400 lf. EP shots will be taken on the right (SW) EP at approximately 200' intervals to assist in computing the centerline best fit (NCDOT ELN) alignment. The limits on Stallings Road is 600 feet from centerline to 35 feet from edge of pavement.

- Locate physical improvements along proposed corridor (ie. edge of road, drives, culverts, signs, etc.).
- Locate ground shots at 50' intervals within the survey limits and breaklines as needed to create an accurate DTM.
- Locate underground utilities as marked by "NC One Call" (SUE Class D). No actual utility designation is included in this scope.
- Locate any property monumentation to establish the right-of-way line for Hickory Ridge and Stallings Road. We will attempt to locate front corners where possible and only look for back corners in the absence of any evidence on the existing right of way.(11 Properties)
Locate storm and sanitary sewer structures within the survey limits. At this time we estimate 12 storm and 6 sanitary sewer structures.
- Prepare an overall strip topographic survey in accordance with NC Standards of Practice. All mapping will be at 1:20 scale. We estimate 6 plan sheets.
- Provide a hard copy and CAD file to include existing topo surface file. All mapping will be in Civil_3D.
- Stake new right of way and easement points (#5 rebar on R/W and Survey nails on easements). At this time we estimate 35 right of way points.
- Right of Way Control Sheets: At this time, 6 plan sheets are estimated. ESP will prepare control sheets (1C, 2D, 2E, and ROW sheets) to current NCDOT standards.
- Attestation Sheets: ESP will prepare attestation sheets for the conventional surveys on this project; they will be delivered in PDF format.

Kimley-Horn will conduct one (1) two (2) hour site visit to verify the survey.

Task 2 – Environmental (NEPA) Documentation

Environmental documentation services for the project will be provided as follows:

- KHA will prepare a Start of Study Letter for distribution to federal, state, local agencies, and other key local stakeholders. The Start of Study Letter will serve to solicit comments and collect pertinent project information early in the project development process. The letter will include the project description, TIP number, anticipated project schedule, and type of documentation proposed for the project. KHA will also prepare the accompanying figures, which will include a Project Vicinity Map and Environmental Features Map. KHA will submit the letter and figures to the Town for their review. KHA will revise the document once per Town comments. Once approved, KHA will send the letter to the agencies on Town letterhead. Per NCDOT guidelines, KHA will also prepare tribal coordination letters for distribution to relevant tribes. The letters will be prepared on NCDOT letterhead and sent by NCDOT to each tribe.
- KHA will prepare a Direct and Indirect Screening Tool form to document the lack of potential for community direct and indirect impacts.
- Kimley-Horn will review selected reasonably ascertainable regulatory lists such as permitted hazardous waste sites, leaking underground storage tanks, registered underground storage tanks and Resource Conservation and Recovery Act (RCRA) generators for documented environmental incidents within the project area.
- KHA will prepare environmental documentation consistent with the National Environmental Policy Act of 1969, as amended (NEPA), as the project is federally funded. This task is based

on our understanding that this project will be considered a Categorical Exclusion (CE), an action which defined in 23 CFR 771.117: does not induce significant impacts to planned growth or land use of an area; does not require the relocation of significant numbers of people; does not have a significant impact on the natural, cultural, recreational, historic, or other resources; does not involve significant air, noise, or water quality impacts; does not have significant impacts on travel patterns; and does not otherwise, either individually or cumulatively, have any significant impacts.

- Since the proposed project consists of Type I (ground disturbing) actions, it is anticipated that the Type I and II Ground Disturbing Categorical Exclusion Action Classification Form (CE Checklist) will need to be filled out for this project. In cases where there is one or more box checked (threshold values exceeded) in Part E of the CE Checklist, the Federal Highway Administration (FHWA) may individually approve the project as a CE upon receipt of the completed CE Checklist and documentation that those threshold values exceeded will not have a significant effect on the environment. If no boxes are checked, NCDOT will be the only reviewing agency. KHA will prepare a CE Checklist in accordance with current NCDOT and FHWA procedures. If further NEPA documentation is required, it would be considered additional services.
- KHA will submit an electronic copy of the completed CE Checklist to the Town and NCDOT for review and comment. KHA will revise the document once per Town and NCDOT comments. If needed, KHA will submit the revised document to FHWA for review and comment. If comments from FHWA are received, KHA will revise the document and submit a final copy for signatures.
 - This scope of services does not include any investigation or reporting of historic resources. Should the design or other conditions change that would require further research or analysis of historic resources, it would be considered additional services.

Task 3 – Hydraulic Analysis

The Consultant shall provide flood study and stream modeling for the project and develop a means to mitigate for project improvements, modeling the full length of the stream adjacent to the sidewalk to account for sidewalk grading impacts in the floodplain. A preliminary flood study was performed as part of the feasibility study contract, it is assumed that the model can be utilized as part of this project and that the existing conditions have not changed since the original modeling. Back Creek is a FEMA regulated stream studied by detailed methods. The proposed pedestrian bridge will encroach into the effective FEMA floodway requiring hydraulic modeling and analysis. Based on the preliminary modeling conducted during the feasibility study, the Consultant anticipates that the floodway/floodplain encroachment can be approved by the Town's Floodplain Administrator as a no-rise certification, however the proposed pedestrian bridge must "shadow" the existing road bridge—meaning the pedestrian bridge must be parallel to Hickory Ridge Road, located no further than 5' from the existing road bridge abutments, and must be the same span length (56 LF). The Consultant will perform hydraulic modeling and prepare a Floodplain Permit submittal package as follows:

- 3.1 Obtain the FEMA HEC-RAS Stream model for Back Creek from the Town. Utilize the provided HEC-RAS Stream Model to evaluate the proposed trail improvements to regulate floodplain.

Areas of proposed fill or structures that encroach or cross the floodway will be evaluated. The modeling effort will include a duplicate effective, corrective effective and proposed conditions model run(s). This model will incorporate corrections to the received HEC-RAS model, as well as project specific survey data and gather supplemental hydraulic surveys, which will be incorporated into the model. Engineer will prepare and hydraulic modeling in HEC-RAS v4.1 or 5.0 format using the following assumptions:

- 3.1.1** Hydrology - The peak discharges for the 2, 10, 25, and 100-year storms will be based on existing FEMA model data (obtained from FEMA). No separate hydrologic analysis will be performed.
- 3.1.2** Hydraulics - Engineer will use the existing effective or preliminary HEC-RAS to models (obtained from the County) to create a duplicate effective model. FEMA LiDAR (ncfloodmaps.com) data will be supplemented with the project specific topographic base mapping to create a surface for existing and proposed condition models.
- 3.1.3** Engineer will model the pedestrian bridge to verify that a no-rise condition can be achieved. Minor bank grading may be required around the bridge. It is anticipated that the stream grading design will be an iterative (maximum of 3 iterations assumed for this scope) process.
- 3.1.4** Kimley-Horn will submit data and documentation requirements contained in Part 65 of the National Flood Insurance Program (NFIP) regulations and in the Town of Harrisburg's/FEMA's application forms.
- 3.1.5** The floodplain development permit submittal will include the following:
 - No-impact analysis narrative which will include project background, model development, and summary.
 - Published effective excerpts from FIS and corresponding DFIRMs for the project area.
 - Model comparison tables which document the comparison (when applicable) between effective, duplicate, corrected, and proposed model plans.
 - Detailed results including the HEC-RAS output tables.
 - Certified Topographic Work Map illustrating the effective floodplain and floodway limits based on the detailed models.
 - Floodplain development permit application form(s) and check sheet per The Town of Harrisburg's floodplain regulations.

Kimley-Horn will submit the permit application(s) on the Client's behalf. The Town will review the permit application and provide comments (if any) and signatures. It is assumed the permit application would then be submitted to the State for technical review. The Client will reimburse the Engineer for the permit application fees. Kimley-Horn will respond to up to two (2) rounds of comments.

Task 4 – Environmental Permitting

- Wetland and Streams Delineation – KHA will prepare field mapping and conduct field delineation of the project area to verify the absence or presence of potential waters of the U.S., including wetlands. Wetlands and open waters within the project area will be identified utilizing

the three-parameter approach for wetland delineation as described in the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual. The jurisdictional limits for wetlands will be flagged following the guidelines presented in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0). Wetland data forms required for certification by the USACE will be completed with the data obtained during field reviews. KHA will determine the absence or presence of jurisdictional streams utilizing the current North Carolina Division of Water Resources (NCDWR) stream identification methodology. The documentation of site conditions will include sub-meter global positioning system (GPS) data collection of wetland boundary flags and stream centerlines to illustrate features on a figure to provide to the client for planning purposes and the USACE for verification.

- Natural Resources Technical Memorandum (NRTM) – KHA will summarize the findings of the stream and wetland delineation as well as the preliminary biological assessment in a technical memorandum. The NRTM will consist of a summary of the information gathered as part of this task. These findings will be used in part to supplement the Categorical Exclusion and the environmental permit application documentation for the project.
- Protected Species Surveys and USFWS Coordination - The Endangered Species Act of 1973 mandates that federal agencies ensure that any actions authorized, funded, or carried out by that agency do not jeopardize the “continued existence” of listed species or result in the destruction or adverse modification of critical habitat. Documentation must be an Incidental Take Permit, Incidental Take Statement, “not likely to adversely affect” determination from the USFWS, or concurrence from USFWS that the project has “No Effect” on the listed species or critical habitat. From a NEPA perspective, Question Number 2 on the Categorical Exclusion Action Classification Form asks, “Does the project involve habitat where federally listed endangered or threatened species may occur?” To address this issue from the NEPA perspective, KHA will conduct a thorough review for threatened and endangered species, including the U.S. Fish and Wildlife Service (USFWS) list of endangered species, threatened species, federal species of concern, candidate species for Gaston County, and the North Carolina Natural Heritage Program (NCNHP) database. In addition, KHA will perform a habitat assessment concurrently with the delineation effort, identifying and documenting areas of potentially suitable habitat. If potentially suitable habitat is identified, KHA will coordinate with the USFWS to determine if species surveys are required and endeavor to obtain a “not likely to adversely affect” determination, or concurrence from USFWS that the project has “No Effect” on the listed species or critical habitat.
- Jurisdictional Determination - KHA will prepare and submit a jurisdictional determination (JD) request to the USACE. A JD request will consist of a cover letter, JD form, JD Field Sketch, and the required data forms. Following submittal, KHA will coordinate with the USACE to schedule and conduct a field verification meeting to review the delineation for USACE concurrence.
- PCN Application (if required) - KHA will prepare and submit the appropriate 404/401 permit applications (Pre-Construction Notification) to the USACE and NCDWR and track the permit applications through the regulatory process. It is assumed that the proposed development will qualify for authorization under a Nationwide Permit. Upon receipt of a completed permit application, the USACE has a 45-day review period for Nationwide permits and NCDWR has a 120-day review period. KHA assumes impacts will be less than 0.1 acre of wetlands/waters

and/or less than 0.02 acre of stream and will not require compensatory mitigation. If impacts exceed these thresholds, then compensatory mitigation coordination with the Division of Mitigation Services and the USACE would be required and can be completed as an additional service.

Task 5 – Preliminary Design Plans (30% Design)

Kimley-Horn anticipates the typical section of the sidewalk to be 5-foot wide, with a minimum 5-foot wide planting strip adjacent to the edge of travel along the roadway. Where there is existing curb and gutter, it is anticipated the typical section of the sidewalk to be 5-foot wide along the back of the existing curb.

Kimley-Horn will prepare 30% Preliminary Plans which will consist of:

- Title Sheet
- Typical Sections
- Plan Sheets (1-inch = 20-feet horizontal)
 - Horizontal curve data
 - Superelevation
 - Preliminary slope stake lines
- Profile Sheets (1-inch = 10-feet vertical)
 - Vertical profile will match existing roadway
- Cross Sections (1-inch = 10-feet)
 - Cross Sections every 50' along sidewalk
 - Station labels, cross slope labels and existing ground labels for each cross section
- Preliminary Opinion of Probable Construction Costs (OPCC)

All plans, designs, specifications, and estimates shall conform to the latest edition of AASHTO and NCDOT standards and practices for highway construction.

Kimley-Horn will conduct one (1) two (2) hour site visit to perform general site reconnaissance during the preliminary design phase.

Kimley-Horn will submit the 30% Plans in electronic (PDF) format to the Town. The Town will submit the 30% Plans in electronic (PDF) format to the NCDOT for review. Kimley-Horn will provide a Quality Control/Quality Assurance review of the 30% Plans prior to submittal.

Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. All provided opinions of probable costs are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 6 – Geotechnical (Falcon Engineering)

Falcon Engineering, Inc. (FEI), as a subconsultant to the Engineer, will provide the following geotechnical engineering services for the Project:

Structure Investigation

- FEI will perform one Standard Penetration Test (SPT) boring on either side of the proposed pedestrian structure (total 2 borings). Borings will be advanced to depths sufficient to design a soldier pile and panel wall or design an intermediate or deep foundation system to support a cast-in-place concrete cantilever wall independent of the existing culvert. Depth up to 60 feet.
- FEI will contact the NC811 to request the location of subscriber utilities in the vicinity of the proposed boring locations. We will also coordinate with Town staff to identify and locate any additional utilities in the area if needed and to provide access through easement gates.
- FEI will conduct up to nine (9) hand auger probes for the sidewalk to provide pavement recommendations. FEI will hand auger to a depth of 3 feet at each location and perform a dual-mass dynamic cone penetrometer (DCP) test at each. This will allow for correlation of an in-situ CBR value to determine pavement support characteristics.
- It is assumed any necessary property owner notification/coordination will be facilitated by others prior to performing our work, and no access permits, clearing permits, or other special considerations will be required. Access for Geotechnical borings and necessary clearing, ground disturbance, and wetland activities are typically covered under applicable laws as “survey activities”.

Laboratory Testing – up to six (6)

The bulk soil sample will be transferred to our laboratory and tested for Atterberg limits, grain size analysis, moisture content, and standard Proctor compaction (Qty.1 each). Split-spoon samples will be transferred to our laboratory for potential further review but will not be tested. Laboratory testing will be performed in general accordance with the applicable test method noted in the attached manday estimate.

Geotechnical Reporting and Recommendations

After completion of our Field and Laboratory Investigation, FEI will prepare the following documents:

- Subsurface Investigation – Inventory (11x17) in general accordance with NCDOT GEU format
- Structure Foundation Recommendations (8.5x11 written recommendations)
- Provision of NCDOT format Inventory Report.
- Provision of NCDOT format Foundation Recommendations.
- Provision of NCDOT format “Roadway” recommendations. Written recommendations only, no 11x17 “graphic” recommendations will be provided.

Task 7 – Right of Way Plans (75% Design)

Task 7.1 Drainage Design

The Consultant will perform preliminary hydraulic analysis for drainage pipe crossings and linear ditches along the proposed alignment for incorporation into the 75% plans. This analysis will be based upon the topographical information included in the survey and base mapping and supplemented with; GIS contour information, USGS Quad maps, FEMA information, and surveyed

topography. The anticipated tasks associated with the drainage evaluation concurrent with the permit plans include:

- Conduct field reconnaissance of existing and proposed drainage features and patterns associated with proposed pipe crossings and existing ditches. Supplemental hydraulic surveys will be performed in addition to the provided survey, to be used to set proposed culvert inverts.
- Size all cross pipes along sidewalk alignment and determine critical path profile minimums to allow for the proposed cross pipes. Incorporate these critical profile control points to establishing the vertical alignment.
- Existing curb & gutter is assumed to be maintained along Hickory Ridge Road and Stallings Road.
 - Spread calculations will be completed for both roadways.
- Proposed drainage inlets and pipes will be designed to NCDOT standard.
- Design proposed ditches necessary to appropriately drain low areas adjacent to proposed Sidewalk, overland flow, and to replace existing ditches impacted by the proposed Sidewalk.
- Evaluate and design necessary revisions to existing hydraulic structures (drop inlets, cross pipes, headwalls) that may be impacted by the proposed sidewalk.
- Finalize hydraulic designs for ditches, storm drainage systems, drop inlet locations, outfall analyses, and final cross pipe designs.
- Draft the proposed drainage features (ditches, cross pipes, inlets, etc.) and all associated labeling.

Task 7.2 75% Real Estate Plans

Kimley-Horn will prepare Permit and Real Estate Plans consisting of sidewalk plans, centerline, vertical alignment, cross sections, construction limits, retaining wall plan and preliminary profiles, proposed easements, and pavement marking and signing plans. The designs will be performed in accordance with applicable Town, NCDOT, AASHTO and NACTO (National Association of Town Transportation Officials) standards and guidelines. Kimley-Horn will reference appropriate NCDOT Roadway Standard Drawings to indicate how vehicular and pedestrian traffic is to be maintained during construction of the project.

Engineer will prepare the sidewalk plans on combined plan and profile sheets at a scale of 1"= 20' horizontal and 1" = 2' vertical. Engineer will prepare preliminary sidewalk cross sections every 50' at a scale of 1" = 10'. This submittal will include an opinion of probable construction cost. Kimley-Horn will submit one (1) set of Permit and Real Estate Plans to the Town and one (1) set to NCDOT for review. Engineer will provide a Quality Control/Quality Assurance review of the plans prior to submittal.

Kimley-Horn shall provide a list (in 8-1/2" x 11" format) of all staff review comments with a written response for each, indicating how each comment was addressed. One (1) round of comment responses to each agency are anticipated in this task. Additional responses to rounds of comments will be considered an additional service.

Erosion and Sediment Control Design

Engineer will design and specify erosion control measures which minimize erosion and limit off-site sedimentation during construction. The design will be in accordance with the requirements of the NCDEQ and the Town. Kimley-Horn will submit the necessary application, calculations, and erosion control plans to the NCDEQ Division of Land Quality Regional Engineer to apply for a grading permit.

Work Zone Traffic Control

Kimley-Horn will develop Transportation Management Plans in accordance with the Guidelines for Transportation Management Plan Development, dated January 2010. The Transportation Management Plans and quantities will be submitted to the Town and NCDOT for review at the 75%, 90% and 100% submittals.

Task 7.3 Pedestrian Signal Design

Kimley-Horn will design a traffic signal upgrade at the intersection of Stallings Road and Harrisburg Veterans Road to support the sidewalk improvements and add pedestrian signals. Kimley-Horn will visit the site to confirm the existing conditions. Kimley-Horn will design a signal plan and electrical details in conformance to NCDOT and Town of Harrisburg standards for the subject intersection.

Kimley-Horn will prepare and submit 75% geometric plans to NCDOT and the Town of Harrisburg. Upon receipt of comments on the geometric plans, Kimley-Horn will revise the plans if needed based on comments and develop electrical details and submit 90% plans for review. Kimley-Horn will revise the plans if needed based on comments and submit 100% plans.

Based on a review of the existing signal conditions during scoping, Kimley-Horn does not anticipate impacts to existing signal poles; however, should those impacts arise, temporary design(s) may be needed to install new pole(s) and maintain the operation of the signal during construction. Kimley-Horn can prepare those temporary signal design(s) as an additional service if needed. Similarly, Kimley-Horn does not anticipate impacts to the existing signal cabinets or fiber optic cables which communicate between traffic signals; however, should those impacts arise, communication plans may be needed to provide new connections. Kimley-Horn can prepare those communication plans as an additional service if needed.

Deliverables:

1. 75% Design Plans
2. Opinion of Probable Construction Cost (OPCC)

Task 8 – Structural Plans

The structural design of one (1) pedestrian bridge (approximate total bridge length of 60 feet) will be performed in accordance with the AASHTO Guide Specification for the Design of Pedestrian Bridges, and the AASHTO LRFD Bridge Design Manual; and based on the foundation recommendations, provided by the project Geotechnical Engineer, and the hydraulic study. It is assumed that the pedestrian bridge will consist of a prefabricated superstructure (designed by others), supported by cast-in-place concrete on H-Piles designed by the Engineer. Geotechnical recommendations were not available at the time of this scope and fee. If a different substructure unit or foundation type is

recommended than that assumed above, Engineer will develop a new scope and fee for any additional effort.

Preliminary Bridge Plans

Engineer will develop Preliminary Bridge Plans, which will include two (2) plan sheets for the structure showing plan, profile, and typical pedestrian bridge section. Preliminary Bridge Plans will be submitted to the Town for review at the 75% plan phase.

Engineer will incorporate any comments on the Preliminary Bridge Plans provided by the Town into the Final Bridge Plans.

90% Bridge Plans

Kimley-Horn will develop 90% bridge plans for the pedestrian bridges. The 90% plans for the pedestrian bridges will consist of:

- Bridge plan and elevation
- Index of drawings
- General notes
- Foundation data
- Conceptual prefabricated steel truss superstructure plan and details, including specifications
- Substructure plans and details

Kimley-Horn will submit bridge plans for review at the 90% plan phase to the Town. One round of 90% plan review comments will be incorporated into the final bridge plans. The final bridge plans for the pedestrian bridges will consist of construction documents, and specifications.

Pedestrian Bridge Basis of Design

- Bridge length, span options, and height above creek/stream shall be based on hydraulic requirements.
 - Engineer has assumed one (1) span length for this scope of work.
- The maximum walkway (clear) width for the pedestrian bridge shall be 10 feet.
- The maximum vehicular live load on the pedestrian bridge shall be H-5.
- The anticipated span for the pedestrian bridge is 60 feet, simple span.
- Pedestrian bridge superstructure will be a prefabricated structure designed by others, based on the details and performance specification in the contract documents.
- The anticipated pedestrian bridge substructure units will consist of reinforced concrete founded on steel H-Piles.

The Consultant shall produce specifications for the bridge main spans suitable for bidding.

Task 9 – Permitting & Coordination

- NCDOT Encroachment

- Kimley-Horn will submit a third-party encroachment agreement between the Town and NCDOT to the Local District Office for the sidewalk within or adjacent to, NCDOT Right-of-Way. Environmental form, NPDES, will be included and filled out by Kimley-Horn.
- Kimley-Horn assumes reviews at milestones outlined in this scope will be reviewed at the Division. Kimley-Horn assumes there will be one (1) review at the Division level. Any additional reviews outside of Division 10 by NCDOT will be an additional service.
- NCDEQ
 - Sedimentation and Erosion Control Permit - Engineer will prepare and submit a sediment and erosion control permit to the Mooresville Regional Office of NCDEQ. The permit application package will include: NCDEQ E&SC checklist, Financial Responsibility Form (Signed by the Town), calculations package, Construction Plans, and application fee.

Up to two (2) rounds of drawing revisions due to reasonable regulatory review are included in this Scope.

Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and past experiences.

Task 10 – Utility Coordination

Kimley-Horn shall not be or become responsible for design or construction by utility companies as a result of performing the work of this section.

Kimley-Horn shall provide coordination with privately owned utilities which may be affected by the design of the Project and whose respective owners are responsible for the design and adjustments to these utilities (if any). Coordination of utilities and utility plans shall include the following tasks:

A. Utility Analysis

- (a) Identify Utility Agencies and/or Owners - Kimley-Horn will utilize all available resources, including but not necessarily limited to the NC One Call, previous projects and on-site visits to identify utility facilities within the project limits.
- (b) Develop Utility Contact List - Kimley-Horn will make contact with utilities and/or agencies to establish appropriate contact personnel. Information collected includes: type of utility company name personnel name, shipping address, phone numbers (office, mobile, fax), and e-mail address.
- (c) Distribute Plans - Engineer will distribute plans in formats provided by designer to utilities (hardcopy, PDF, Microstation).

B. Utility Owner Concurrence:

- (a) Preliminary Utility Meeting - Engineer will conduct preliminary utility meetings with the utilities and Client to review project plans and schedules. Utilities will be requested to verify existing facilities, provide as-built information and propose resolutions to conflicts with roadway construction. Engineer will secure venue, send meeting notices, conduct meeting and record meeting minutes.

- (b) Individual/Field Meetings - Engineer will conduct individual/field meetings with the utilities to review their facilities in relation to the proposed project. Engineer will secure venue, send meeting notices, conduct meeting and record meeting minutes.
 - (c) Collect and Review Utility Plans and Data - Engineer will collect as-built plans as well as marked plans from utilities and prepare a utility conflict analysis. Engineer will call out conflicts with respect to roadway plans, constructability as well as conflicts among utilities.
 - (d) Identify Utilities with Compensable Rights - Engineer will investigate prior right claims made by utilities submitting such claim. Engineer will request appropriate documentation from utilities to validate prior rights (recorded easement / right-of-way or adverse possession) and assist utility with the completion of appropriate Relocation Agreement.
 - (e) Utility Design Meetings - Engineer will conduct utility design meetings to review conflict resolution and constructability of utility relocation plans, schedules for installation cutover and removal of old facilities. Engineer will secure venue, send meeting notices, conduct meeting and record meeting minutes.
- C. Utility-by-Others (UbO) Plans - Engineer will prepare UbO plans for required private utility relocations within the project limits using the software specified by the Client. UbO plans will be submitted for review at periodic stages established by the Client. Engineer will conduct individual meetings with the utilities to review the UbO plans, estimates, and work schedules for accuracy and constructability.

Task 11 – Construction Documents (100% Design)

Kimley-Horn will prepare final construction documents for submittal as Draft Final and Final Construction plans for bidding. Drawings shall comply with applicable requirements of the Americans with Disabilities Act and Accessibility Guidelines (A.D.A.A.G.) and current applicable State and local codes.

Construction Documents will include, site drainage, grading, erosion control, layout, sidewalk design, details, and a specification manual for a formal bid procedure. Drawings and details will be prepared using NCDOT 2024 Roadway Standard Drawings as the primary standard. Specifications will be prepared using NCDOT's 2024 Standard Specifications and be based on unit price bid. Bid documents shall be prepared for Single Prime contract. Kimley-Horn will prepare a bid proposal manual using NCDOT standards for bidding. Kimley-Horn will submit the project proposal manual to the Town of Gastonia for review and will anticipate any additional information specific to the Town's procurement procedures to be included in the bid proposal. Kimley-Horn will complete the upfront contract document including standard provisions, supplemental conditions, notice to bidder, DBE requirement, change order forms, etc. that should be included in the Contract Manual. Kimley-Horn will only be responsible for preparing in project specific provisions and bid tab.

Kimley-Horn shall provide marked up plans showing all staff review comments with a written response for each, indicating how each comment was addressed.

Task 11.1: Draft Final Plans

Kimley-Horn will prepare Draft final plans, technical specifications and bid documents including construction-ready drawings, special conditions, and unit price proposal page. This task assumes the Town will provide and Town specific forms, narratives for use in the front-end specs for the bid book and the Consultant will assemble the bid book. The Draft Final Plans, Technical Specifications, and final Opinion of Probable Construction Cost will be submitted to the Town and NCDOT, for review and approval. Engineer will provide a Quality Control/Quality Assurance review of the Draft final construction plans prior to submittal. Two (2) rounds of comment responses are anticipated in this task.

Task 11.2: Final Sealed Plans

Upon receipt of comments or approval of the Draft final plans, Engineer will furnish one reproducible set of final sealed construction plans and documents for use by the Town in the bidding and construction phases. Reproducible drawings will be 22" by 34". Two (2) copies of final sealed plans and signed NCDOT Encroachment Agreement/NPDES forms will be submitted to NCDOT for approval. Kimley-Horn will provide the Town one (1) sealed hard copy as well as a DocuSign PDF of the final plans. Kimley-Horn will provide a CD with one (1) electronic set (in PDF format) of the sealed plans and specifications and applicable CADD files.

Task 12 – Public Involvement

Open House Meeting

- Consultant shall be responsible for attending and preparing up to three (3) exhibits for one (1) two (2) hour open-house (drop-in style) or virtual public meeting. Two attendees from Kimley-Horn are assumed.
- Consultant will attend the meeting and present the design, answer questions that may arise, and gather input shared by residents attending the meetings.
- Consultant shall develop a meeting summary to capture all information exchanged in the public meeting.
- It is assumed the Town will arrange the location of the meeting and notify the public of the meeting.

Online Information

- Consultant to assist Town by providing electronic copies of meeting materials to upload to Town website for project information.

Task 13 – Meetings & Coordination

- Design coordination conference calls, up to one (1) hour, with Town between milestones (3 meetings assumed). It is assumed up to two (2) members of Kimley-Horn staff will attend.
- Public meeting preparation meeting, up to one (1) hour, with Town and up to two (2) members of Kimley-Horn staff.

- Up to five (5) coordination conference calls, up to one (1) hour, with NCDOT. It is assumed up to two (2) members of Kimley-Horn staff will attend.
- Provide meeting notes for design review meetings with Town and NCDOT at major milestones (3 milestone meetings assumed)
- Monthly administration and coordination (24 months assumed)
- Progress reports provided with monthly invoices.
- Consultant will develop a project schedule including major milestones to get to construction. Any changes or updates required during the project's progression will be provided to the Division Project Manager. It is assumed up to two (2) revisions of the schedule will be made.
- Project to begin upon being issued notice to proceed (NTP) from Town.
- All deliverables to be forwarded to the Town Project Manager and NCDOT Division Project Manager, unless directed otherwise.

Task 14 – Bid Phase

Upon final approval of Construction Documents by all agencies, Kimley-Horn will assist the Town with bid phase services. Kimley-Horn shall perform the following tasks in order as shown below:

- Attend a pre-bid meeting to inform contractors of the project. This assumes up to 2 key staff members in attendance.
- Prepare Minutes/Notes of the Pre-bid meeting.
- Receive and provide clarifications and information as requested by bidders and help the Town issue up to three (3) addenda to the bid.
- Attend and conduct the bid opening.
- Upon selection of the contractor, assist the Town with their review of bid packages for compliance and prepare bid tabulation.
- Attend the pre-construction conference. This assumes up to 2 key staff members.
- Prepare Minutes/Notes of the Pre-construction conference.

Kimley-Horn assumes the Town shall:

- Advertise the project.
- Determine location and time of the bid opening.
- Review of all bid packages in conjunction with Kimley-Horn.
- Provide the final selection letter to the Contractor.

Additional Services

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

- Public Involvement
- Right of Way Appraisals
- Right of Way Negotiations
- Right of Way Mapping



- Additional Survey Services
- Geotechnical Services
- Sidewalk design beyond the limits of this project
- Water/sewer design
- Retaining wall design
- Landscape plans
- Meetings and workshops beyond those described above
- Construction Administration

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 14 for the total lump sum fee below. All permitting, application, and similar project fees will be paid directly by the Client.

Total Lump Sum Fee \$242,514.74

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.

(Remainder of page intentionally left blank.)

EXHIBIT "B"

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

AFFIDAVIT

I, Benjamin Taylor (the individual signing below), being duly authorized by and on behalf of Kinley-Horn and Associates, Inc (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES , or b. NO .
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the Town of Harrisburg.
5. Employer shall have a continuing duty to inform the Town of Harrisburg of any changes to this sworn information.

This 11th day of March, 2025.

[Signature]
Signature of Affiant
Print or Type Name: Benjamin Taylor

State of North Carolina County of ~~Cabarrus~~ Mecklenburg
Signed and sworn to (or affirmed) before me, this the 11
day of March, 2025.

My Commission Expires: 10/6/2027
[Signature]
Notary Public

(Affix Official/Notarial Seal)





EXHIBIT C

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Kimley-Horn and Associates, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 421 Fayetteville Street, Suite 600	Requester's name and address (optional)
	6 City, state, and ZIP code Raleigh, NC 27601	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	6	-	0	8	8	5	6	1	5
---	---	---	---	---	---	---	---	---	---


Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



EXHIBIT D



EXHIBIT E

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Town of Harrisburg

County: Cabarrus

TIP: BL-0086

Project: Hickory Ridge Road Sidewalk Extension

Scope: the construction of a public sidewalk extension of approximately 3,300 LF of 5-foot-wide concrete sidewalk, a pedestrian bridge with a span of 60 LF, and the addition of a signalized crosswalk to the existing intersection of SR 1161 (Stallings Road) and SR 1304 (Harrisburg Veterans Road).

Eligible Activities:

PE	50847.1.1	Design
		Environmental
ROW	50847.2.1	ROW Acquisition
	50847.2.2	Utility Relocation
CON	50847.3.1	Construction
FEDERAL-AID	5084701	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
TADA	\$1,662,400	80 %	\$415,600	20 %
Total Estimated Cost		\$2,078,000		

Responsibility: The Town of Harrisburg shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

CABARRUS COUNTY

DATE: 5/22/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: BL-0086

AND

WBS Elements: PE 50847.1.1

ROW 50847.2.1

UTL 50847.2.2

TOWN OF HARRISBURG

CON 50847.3.1

FEDERAL-AID NUMBER: 5084701

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,662,400

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Harrisburg, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Hickory Ridge Road Sidewalk Extension, hereinafter referred to as the Project, in Cabarrus County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,662,400 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction of a public sidewalk extension of approximately 3,300 LF of 5-foot-wide concrete sidewalk, a pedestrian bridge with a span of 60 LF, and the addition of a signalized crosswalk to the existing intersection of SR 1161 (Stallings Rd) and SR 1304 (Harrisburg Veterans Rd).

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Transportation Alternatives Program. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse **80%** of eligible expenses incurred by the Municipality up to a maximum amount of One Million Six Hundred Sixty -Two Thousand and Four Hundred Dollars (\$1662,400), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
TADA	\$1,662,400	80%	\$415,600	20%
Total Estimated Cost		\$2,078,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$207,800 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality’s appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in

writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required

thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections

133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules

and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.

- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this

Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Hickory Ridge Road Sidewalk Extension, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$1,662,400 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the

Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the

Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

TOWN OF HARRISBURG

DocuSigned by:
BY: *Janice League*
11A87CD1DC92410...

TITLE: Mayor

DATE: 8/3/2023

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

DocuSigned by:
Brian Lee 2024-3001-007
0E600CB5D171494
(FINANCE OFFICER)

Federal Tax Identification Number

56-1046351

Town of Harrisburg

Remittance Address:

PO Box 100

Harrisburg, NC, 28075

DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: *Cheryl A. Pope*
383C4344219947A4...
(CHIEF ENGINEER)

DS
MTG

DATE: 08/03/2023

APPROVED BY BOARD OF TRANSPORTATION ITEM O: July 6, 2023 (Date)

DS
YSM



EXHIBIT F

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

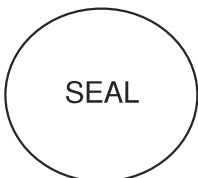
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____
 Signature: _____
 Title: _____



State of _____, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____
 My commission expires _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

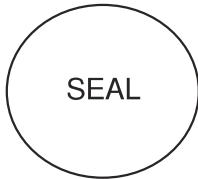
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses
 County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

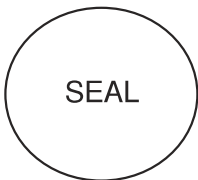
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

** **HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

_____ (Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____



OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN TOWN OF HARRISBURG BUILDING CONSTRUCTION OR REPAIR CONTRACTS

In accordance with G.S. 143-128.2, these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on Town of Harrisburg building construction or repair projects in the amount of \$300,000 or more. The outreach plan shall also be applicable to the selection process of architectural, engineering, and Construction Manager-at-Risk services.

Town of Harrisburg has a current verifiable goal of 10% percent for minority participation for building construction or repair projects. The goal will be reviewed at least every 5 years.

SECTION A: INTENT

It is the intent of these guidelines that Town of Harrisburg, as awarding authority for building construction or repair projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper, and reasonable to achieve the goal of 10% percent for participation by minority businesses in each building construction or repair project as required by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female

2. Minority Business (MBE) - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637: Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

4. Owner – Town of Harrisburg.

5. Designer – Any person, firm, partnership, or corporation which has contracted with Town of Harrisburg to perform architectural or engineering work.

6. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

7. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials, or services, including construction, and obligating the buyer to pay for them.

8. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with Town of Harrisburg to perform building construction or repair work.

9. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: MINORITY OUTREACH PLAN AND GUIDELINES

Owner

Town of Harrisburg will employ the following strategies to encourage participation from MBEs.

1. Work with minority-focused and small business groups that support MBE inclusion in the solicitation of bids. These groups include North Carolina Small Business Center Network, North Carolina Small Business Development Center – Charlotte, Business Link North Carolina, Charlotte Business Resources, NC@yourservice, and Small Business and Technology Center Development.
2. Place emphasis on the importance of soliciting certified MBE firms for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.
3. Provide detailed information to majority contractors concerning the bidding and good faith efforts requirements by holding meetings with the contractors.
4. Assess the effectiveness of the MBE program, and identify opportunities to enhance it by evaluating MBE participation and compliance and reviewing the good faith efforts provided in bid packages.
5. Build new and strengthen existing business relationships through networking. Continue communicating with other North Carolina public agencies to find out how their MBE outreach programs are working and to share “best practices” and ideas to improve programs.
6. Be visible through participation in trade shows and business organizations of interest to MBE firms, majority contractors, and small businesses, and provide information to the general public about the MBE program, and continue outreach efforts to the business community.
7. Enhance Town of Harrisburg web page by including the outreach plan and guidelines, listing good faith efforts, creating links to MBE resources, and creating awareness of specific subcontracting opportunities.

8. Maintain or continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with Town of Harrisburg have access to up-to-date information.
9. Advertise upcoming bid opportunities in minority-focused media.
10. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

1. Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
2. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
3. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
4. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders’ proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.
5. During construction phase of the project, review documentation for contract payment to MBEs (e.g. state form “Appendix E: MBE Documentation for Contract Payment” <http://interscope2.doa.state.nc.us/Guidelines/MBE/MBGuidelines2002R.pdf>) for compliance with minority business utilization commitments. Submit this form with monthly pay applications to the Owner.

Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk, and alternative contracting methods, contractor(s) will:

1. Attend the scheduled pre-bid conference.
2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
3. During the bidding process, comply with the owner’s requirements listed in the proposal for minority participation.
4. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
5. Make documentation showing evidence of implementation of Prime Contractor, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by Town of Harrisburg, upon request.
6. Upon being named the apparent low bidder, the bidder shall provide one of the following: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; or (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure

to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.

7. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
8. The contractor(s) shall submit with each monthly pay request(s) and final payment(s) documentation for contract payment to MBEs (e.g. state form "Appendix E: MBE Documentation for Contract Payment" <http://interscope2.doa.state.nc.us/Guidelines/MBE/MBGuidelines2002R.pdf>) for designer's review.
9. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
10. If during the construction of a project additional subcontracting opportunities become available, the contractor shall make a good faith effort to solicit sub-bids from minority businesses.

Minority Business Responsibilities

Certification

While minority businesses are not required to become certified in order to participate in Town of Harrisburg building construction or repair projects, it is recommended that they become certified and take advantage of appropriate technical assistance that is made available. Certification can be obtained from the following agencies:

North Carolina Department of Administration Historically Underutilized Business (HUB) certification
North Carolina Department of Transportation Minority/Disadvantaged/Women-owned Business certification
Small Business Administration 8(a) certification
Other governmental agencies on a case-by-case basis

Other Responsibilities

Minority businesses that are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION D: MINIMUM COMPLIANCE REQUIREMENTS

All written statements or affidavits made by the bidder shall become a part of the agreement between the Contractor and Town of Harrisburg for performance of the contract. Failure to comply with any of these statements, affidavits, or with the minority business guidelines shall constitute a breach of the contract. A finding by Town of Harrisburg that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false, or incomplete shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of Town of Harrisburg whether to terminate the contract for breach.

In determining whether a contractor has made good faith efforts, Town of Harrisburg will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, diligence, and results of these efforts. Contractors are required to earn at least 50 points for good faith efforts. Failure to file a required affidavit or documentation demonstrating that the contractor made the required good faith effort, is grounds for rejection of the bid. Good faith efforts include:

1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days

- before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (10 points)
2. Making the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. (10 points)
 3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation. (15 points)
 4. Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. (10 points)
 5. Attending any pre-bid meetings scheduled by the public owner. (10 points)
 6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (20 points)
 7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Reasons for rejection of a minority business based on lack of qualification should be documented in writing. (15 points)
 8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (25 points)
 9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. (20 points)
 10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands. (20 points)

SECTION E: DISPUTE RESOLUTION PROCEDURES

Pursuant to G.S. 143-128 (f1), all disputes involving contractors on a building construction or repair project with Town of Harrisburg shall be resolved pursuant to State of North Carolina Policy G.S. 143-135.26(11).

SECTION F: In addition to these guidelines, there will be issued with each construction bid package provisions for providing minority business participation in the Town of Harrisburg projects.



EXHIBIT G



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract with Lumin Strategies for Legislative Advocacy and Education

Presenting Personnel:

Robert Donham, Town Manager

Suggested Motion or Action:

Motion to approve the two-year contract with Lumin Strategies for \$66,000 per year for legislative advocacy and education services.

Description/Background:

Lumin Strategies is a legislative advocacy and education firm that will provide the Town with both a legislative partner and an external facilitator to develop, communicate, and advocate for a unified legislative agenda; and extend beyond legislative advocacy and add structured communication and community education support, helping the Town build public understanding and engagement around local and state issues. Among many other tasks and benefits of working with this group are the following key areas of service:

- Facilitate a legislative agenda workshop with the management team, Town Council, and/or department heads to prioritize and refine advocacy goals.
- Develop and update a biennial legislative agenda and coordinate strategic legislative meetings.
- Track and analyze state and federal legislation affecting municipalities.
- Provide weekly legislative updates during session with summaries, analysis, and recommended actions.
- Develop and maintain a custom legislative tracker for staff reference.
- Draft talking points, letters, and emails for the Town Manager, Staff, Mayor, or Council.
- Advise on advocacy timing and messaging, including when and how to engage legislators.
- Represent the Town in conversations with legislators, agency staff, and partner organizations to further the policy priorities of the town, as well as advocate for state appropriations and local project funding.
- Draft or review bill language and, when appropriate, coordinate with legislative drafting staff through a sponsoring legislator.

Recommendation:

Staff recommends approval of the contract with Lumin Strategies for \$66,000 per year for legislative advocacy and education.

Fiscal Impact:

The fiscal impact from this contract is an expenditure of \$5,500 monthly, which will span a two-year period and three separate fiscal years, totaling \$66,000 per year. The agreement runs from March 2026 to March 2028 to align with the State legislative calendar. The FY2026 Budget Ordinance contains an appropriation for this purpose and is sufficient, thus, no budget modification is necessary.

Attachments:

1. Lumin Strategies Agreement - Town of Harrisburg

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) made effective this 10th day of MARCH, 2026 (the “Effective Date”) is by and between FOX REGIONAL LLC, dba LUMIN STRATEGIES (herein “Consultant”), and the TOWN OF HARRISBURG, NC (herein “Client”)

1. Services. Consultant agrees, in exchange for the Compensation detailed in Exhibit B, to provide the Services described in Exhibit A.
2. Term. This Agreement shall be effective as of March 10, 2026 and shall continue until March 13, 2028. Either party may terminate this Agreement with sixty (60) days notice to the other party. In the event that either party terminates the Agreement, Client shall pay Consultant for all Services performed under this Agreement through the date of termination.
3. Compensation. In exchange for the Services described in Exhibit A, Client shall pay Consultant the fees described in Exhibit B. Client also agrees to reimburse Consultant for pre-approved and documented expenses, with such reimbursement to be included with the next payment for Services due as described in Exhibit B. If any payment due from Client to Consultant is not paid within thirty (30) days from the due date, then such overdue sums shall accrue interest at an annual interest rate of fifteen percent (15%) per year, calculated on a daily basis.
4. Relationship. Client and Consultant expressly agree and acknowledge that the relationship created by this Agreement is one of Independent Contractor. The Client is not the employer of Consultant, and the Consultant is not, and will not be treated as, an employee of Client for tax purposes or any other purpose.
5. Force Majeure. Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is due to causes beyond its reasonable control, including but not limited to, acts of God, war, terrorism, government regulation, natural disaster, or pandemics. In such an event, the affected party shall notify the other party as soon as practical and use reasonable efforts to resume performance.
6. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto. An amendment or modification to this Agreement shall be effective only if in writing and signed by all parties.
7. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8. Limitation of Liability. Consultant's total liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount paid by Client to Consultant for services rendered under this Agreement.

9. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but of which together shall constitute one and the same instrument.

11. Governing Law and Arbitration. This Agreement will be governed by and interpreted according to the law of the State of North Carolina.

[Signature page follows.]

**-SIGNATURE PAGE-
CONSULTING AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below their respective signatures.

FOX REGIONAL LLC

By: Bryan Fox, Manager

Date: _____

TOWN OF HARRISBURG, NC

By: Rob Donham, Manager

Date: _____

Exhibit A

Lumin Strategies will provide the Town of Harrisburg with the legislative insight, analysis, and materials necessary to effectively advocate for the town's interests; provide the Town of Harrisburg with both a legislative partner and an external facilitator to develop, communicate, and advocate for a unified legislative agenda; and extend beyond legislative advocacy and add structured communication and community education support, helping the Town of Harrisburg build public understanding and engagement around local and state issues.

- Register as both state and federal lobbyist for advocacy purposes.
- Facilitate a legislative agenda workshop with the management team, Town Council, and/or department heads to prioritize and refine advocacy goals.
- Develop and update a biennial legislative agenda and coordinate strategic legislative meetings.
- Track and analyze state and federal legislation affecting municipalities.
- Provide weekly legislative updates during session with summaries, analysis, and recommended actions.
- Develop and maintain a custom legislative tracker for staff reference.
- Draft talking points, letters, and emails for the Town Manager, Staff, Mayor, or Council.
- Advise on advocacy timing and messaging, including when and how to engage legislators.
- Conduct pre-session strategy meetings and post-session recaps.
- Attend committee meetings, legislative sessions, and agency hearings as needed.
- Represent the Town in conversations with legislators, agency staff, and partner organizations to further the policy priorities of the town, as well as advocate for state appropriations and local project funding.
- Engage with congressional delegation staff through regular communication focused on federal funding opportunities, grants, and policy matters relevant to municipalities.
- Draft or review bill language and, when appropriate, coordinate with legislative drafting staff through a sponsoring legislator.
- Prepare public-facing communications explaining the town's advocacy priorities and how state or federal policies affect local issues.
- Develop educational materials (articles, blogs, or social media posts) to support transparency and public understanding.
- Provide on-site or virtual briefings for Council, staff, or community stakeholders as requested.
- Assist with planning and logistics for legislative visits to Raleigh and/or Washington, D.C.

Exhibit B

\$132,000 billed as follows:

\$5,500/month

Invoiced first day of month of service and due on the last day of the month



TOWN OF HARRISBURG, NORTH CAROLINA

RESOLUTION

LEGISLATIVE INTENT: North Carolina General Statute 159-28 requires each contract, agreement, purchase order, check, draft, electronic payment, and electronic transfer to be preaudited by the finance officer or a deputy finance officer approved for this purpose by the governing board.

WHEREAS, Brian T. Lee was appointed as the Finance Officer by the Town of Harrisburg (hereinafter the “Town”) in June 2018; and

WHEREAS, the Town believes that it will be beneficial to the daily operations of the Town to appoint a Deputy Finance Officer to serve in the Finance Officer’s stead for the purposes of preauditing contracts, agreements, or purchase orders; and

WHEREAS, the Town believes that it will be beneficial to the daily operations of the Town to appoint a Deputy Finance Officer to serve in the Finance Officer’s stead for the purposes of preauditing and signing checks, drafts, electronic payments or electronic transfers; and

WHEREAS, with the addition of Maggie Peduto to the Town’s authorized signers, current individuals authorized by the Town to open and close bank accounts as well as administer banking services and entitle other individuals as necessary, are: Finance Officer – Brian T. Lee, Deputy Finance Officer – Maggie Peduto, Lee Connor, and Rob Donham.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Harrisburg, North Carolina, meeting in regular session on the 16th day of March 2026, make the following findings of fact:

1. The Town hereby appoints Maggie Peduto as Deputy Finance Officer, with duties as prescribed by law; and
2. All provisions of any Town ordinance or resolution in conflict with this resolution are repealed; and
3. This resolution shall become effective upon adoption.

This resolution is effective upon its adoption this 16th day of March, 2026.

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ adopted by the Harrisburg Town Council on the 16th day of March, 2026.