



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

**May 11, 2026  
6:00 PM**

**AGENDA**

**1. CALL TO ORDER**

- A. The meeting may be viewed remotely via YouTube at the following link:

[Meeting Video](#)

B. AGENDA ADOPTION

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. SPECIAL PRESENTATIONS

1. Harrisburg Youth Council Capstone Project 2025-2026: Pollinator Garden Recap

2. Presentation of the FY2027 Manager's Recommended Budget

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 April 13, 2026, Town Council Meeting

B. Consideration of Contract with Professional Health Services, Inc. for annual physicals for Firefighters and the related FY2026 Budget Ordinance Amendment

C. Set a Public Hearing for Consideration of the FY2027 Proposed Budget Ordinance, Fee Schedule, Capital Improvement Plan, and Tax Rate for June 8, 2026.

D. Consideration of Amended Fee Schedule reflecting changes for Pop Warner Football and Cheer registration fees for the remainder of FY2026.

E. Consideration of Contract with Anchor-Richey for the repair of a Fire Department Ladder Truck

**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**
- A. H-2026-01-R Peach Orchard Road Subdivision: A request to annex and conditionally zone two properties for the purpose of developing a 149-lot residential neighborhood on 175 acres and related Development Agreement
5. **OLD BUSINESS**
6. **NEW BUSINESS**
- A. Consideration of FY2026 Budget Ordinance Amendment for North Carolina Amateur Sports Grant Proceeds
  - B. Consideration of a Construction Services Contract for Backcreek Greenway Connection at Raging Ridge Road
7. **ACTION ITEMS**
8. **CLOSED SESSION**
- A. Closed Session for Legal and Real Estate Matters
9. **ADJOURNMENT**

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**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.

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## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consider the minutes of the April 13, 2026, Town Council Meeting

**Presenting Personnel:**

Janet Rackley, Town Clerk

**Suggested Motion or Action:**

Motion to approve the minutes of the April 13, 2026, Town Council meeting.

**Description/Background:**

Draft minutes of the April 13, 2026, Town Council meeting are presented for consideration.

**Recommendation:**

Approval

**Fiscal Impact:**

n/a

**Attachments:**

1. April 13 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA  
TOWN COUNCIL MEETING  
MONDAY, APRIL 13, 2026  
6:00PM**

**MINUTES**

Mayor Jennifer Teague called the meeting to order.

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

**ABSENT:** Councilmembers Chris Faw and Lex Thomas

**1A.**

**CALL TO ORDER**

Mayor Teague called the meeting to order.

**1B.**

**AGENDA ADOPTION**

**MOTION:**

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

**1C.**

**INVOCATION**

Councilmember Thevenin conducted the invocation.

**1D.**

**PLEDGE OF ALLEGIANCE**

- Flag Ceremony performed by Harrisburg Girl Scout Troop #1584.

**1E.**

**SPECIAL PRESENTATIONS**

- Presentation of proposed plans for this year's Harrisburg July 4<sup>th</sup> Celebration. Town Staff has been working over the past few months to enhance the experience for those who attend our event, especially Harrisburg residents. Considerations include adjusting the event layout due to the addition of turf to Fields 1 & 2, moving our fireworks launch site, adjusting park access points, and discussion of event attendance.

**1F.**

**PUBLIC COMMENT**

- Mike Branham, 5662 Berry Ridge Drive, Harrisburg – spoke with concerns about potential data centers that may want to come to Harrisburg. Urged Council to research and consider the pros and cons carefully.
- Rosa Sims, 9445 Leyton Drive, Harrisburg – spoke concerning the lack of a Mayor Pro-Tem nameplate for Dr. Erin Banks. Asked Council to correct this.
- Justin Lewter, 1832 Mary Wynn Court, Kannapolis – Chair of the Black Political Caucus of Cabarrus County – spoke concerning the lack of Mayor Pro-Tem nameplate for Dr. Erin Banks and the absence of it on the website.
- Wally Wallace, 3093 Spring Forest Road, Harrisburg – spoke concerning doing the same thing over and over and expecting a different result

**2.**

**CONSENT AGENDA**

- A. Consider the minutes of the March 16, 2026, Town Council Meeting
- B. Consideration of FY2026 Budget Ordinance Amendment for Insurance Proceeds
- C. Consideration of Contract with Palmetto Amusements for the 2026 Harrisburg July 4<sup>th</sup> Celebration
- D. Consideration of Acceptance of Utility Easements for the Morehead West Phase 1 Sanitary Sewer Project
- E. Consideration of Ratifying Contract Amendment with Creech & Associates for the Town Hall Conceptual Design

**MOTION:**

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

**3A.**

**COMMUNICATIONS**

**TOWN MANAGER REPORT**

**Lee Connor for Robert Donham:**

- Reminder that the Council Budget Exercise has been sent out and should be completed and returned by the end of this week. The results will be presented at the April 30<sup>th</sup> Budget Workshop.

**3B.**

**COMMUNICATIONS**

**STAFF REPORTS**

1. Finance Director Brian Lee presented the Finance report
2. Lt. Helms presented the Law Enforcement report
3. Fire Chief Bryan Dunn presented the Fire Department report
4. Economic Development Director Ryan McDaniels presented the Economic Development report

### **3C.**

#### **COMMUNICATIONS**

##### **MAYOR'S COMMENTS**

- Ribbon Cutting tomorrow at 10am for the new turf fields at Harrisburg Park
- Have had two budget workshops since the last Council meeting. As a reminder, those are open to the public and you can go back and view those on YouTube as well. The next one will be held April 30, 2026, at 6pm here at Town Hall.
- Town Manager's Recommended Budget will be presented at the May 1, 2026, Town Council meeting, followed by a vote on the budget at the June 8, 2026, Town Council meeting.
- Attended the Cabarrus County Quarterly Summit, heard directly from Explore Cabarrus, which is our visitor's bureau, on the impact of tourism in the county.
- There is a proposed \$300,000,000 bond referendum for the November ballot for Cabarrus County schools.
- There is an upcoming vote on Wednesday in Raleigh on a Constitutional Amendment for tax reform. We met with our Raleigh delegation highlighting our desire to partner on solutions. The Centralina Regional Executive Board along with their entire delegation also sent a letter to the state outlining the regional perspective on that proposal. Similar letters have also gone out from the North Carolina League of Municipalities and the North Carolina Board of Commissioners.

### **3D.**

#### **COMMUNICATIONS**

##### **COUNCIL COMMENTS**

###### **Councilmember Glover**

- Commended Ryan McDaniels for Harrisburg's C4 Day presence. Really great feedback from that.
- Concord Alumnae Chapter of the Delta Sigma Theta Sorority invited all the municipalities to their Spring into Action luncheon back in March. She and Dr. Banks represented the Town of Harrisburg there.

###### **Councilmember Banks**

- Thanked Jim and his team and the HACH committee for a successful Art Walk.
- Thanked Jon and his public works team for their responsiveness to a recent situation.

- Expressed ongoing frustration about the Mayor Pro-Tem designation not being reflected on the town website and dais. Argued this contradicts North Carolina statutes, the town charter, and standard municipal practices.

### **Mayor Teague**

- Responded that the decision was made to avoid public confusion about hierarchy and to emphasize equality among council members.

### **Councilmember Banks**

- The issue is about proper governance, adherence to statutes, and collective decision-making. Failing to follow established rules undermines transparency and consistency. Urged Council to resolve the matter or ask the Town Attorney to weigh in on the subject if necessary.

### **4A.**

#### **PUBLIC HEARING**

None

### **5A.**

#### **OLD BUSINESS**

**H-2026-01-Anx Peach Orchard Subdivision Annexation: Consider moving the public hearing for this petition to the May 11, 2026, Town Council Meeting.** The public hearing for this annexation petition was set for the April 13th Town Council meeting in anticipation of the associated conditional zoning petition (H-2026-01-R Peach Orchard Subdivision) being heard by Council at the same meeting. The conditional zoning case was delayed at the March Planning Board due to a lack of quorum and is scheduled to be heard by P & Z at its April 21st meeting.

We respectfully request this public meeting be moved to the May 11, 2026, meeting to be heard with the associated zoning map amendment.

This petition is a request by the property owners and applicant to annex two properties totaling approximately 175 acres into its corporate boundary pursuant to NCGS 160A-58.1. The two properties are located on Peach Orchard Road southeast of Robinson Church Road. Pursuant to the annexation agreement between the Town of Midland and Harrisburg, these parcels are identified as future Harrisburg parcels if the property owner petitions for annexation.

#### **MOTION:**

Councilmember Thevenin made a motion to approve changing the public hearing date for H-2026-01-Anx to May 11, 2026, at 6:00 pm. Second was made by Councilmember Banks. **The motion passed 5-0.**

**6A.**

**NEW BUSINESS**

**Consideration of Change Order 2 with RK&K for Professional Design Services Contract for HL-0063 - Caldwell Road Extension.** The Professional Services Contract for HL-0063 - Caldwell Road Extension with RK&K was approved in March 2025 in the amount of \$861,070, of which 80% is reimbursable as part of the grant award. Change Order 1 was approved in November 2025 for \$72,413 to include additional utility design services in the contract.

The main purpose of this change is to include an Archeological Study as part of the required National Environmental Policy Act (NEPA) process. This is not a commonly required portion of the process for most projects and therefore was not included in the original scope. However, upon initial submittal of Start of Study project documents, the Environmental Analysis Unit identified the need to include the Archeological Study in the NEPA process for this project. This study, along with the rest of the required NEPA process elements, is required to cover all phases of the future project, not just Phase 1 which is currently under design.

Along with the Archeological Study, there are some other tasks that will need to be added to the scope as identified through field surveys and site investigations in support of the detailed design. Additional stream crossings were identified which will require design and permitting work beyond the original scope as well as additional geotechnical investigations to support site design. This change order has been reviewed and approved by NCDOT and is verified to be eligible for reimbursement in accordance with the existing Municipal Agreement and grant program from which the finding is being provided.

After some discussion, the following action was taken:

**MOTION:**

Councilmember Glover made a motion to approve Change Order 2 in relation to the existing Professional Design Services Contract for HL-0063 Caldwell Road Extension in an amount not to exceed \$135,556. Second was made by Councilmember Banks **The motion passed 5-0.**

**7.**

**ACTION ITEMS**

None

**8. CLOSED SESSION**

None

**9.**

**ADJOURNMENT**

**MOTION:**

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

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Jennifer Teague, Mayor

ATTEST:

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Janet Rackley, Town Clerk



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of Contract with Professional Health Services, Inc. for annual physicals for Firefighters and the related FY2026 Budget Ordinance Amendment

**Presenting Personnel:**

Bryan Dunn, Fire Chief

**Suggested Motion or Action:**

Motion to approve the contract with Professional Health Service, Inc. for \$56,300 for advanced firefighter physicals and the related FY2026 Budget Ordinance Amendment.

**Description/Background:**

The Town of Harrisburg Fire Department is required by NFPA1581 standard to complete an annual physical for Firefighters. This year, we will include ultrasound technology to detect possible issues with various body organs that are subject to a higher risk of cancer. See below for funding sources for this expanded service.

**Recommendation:**

Staff recommends approval of the contract for Firefighter physicals and the related FY2026 Budget Ordinance Amendment, recognizing Firefighter Relief Fund contributions.

**Fiscal Impact:**

Total expenditure for the Town is approximately \$56,300. Funding will come from two sources identified in the approved FY2026 budget. \$29,700 is authorized within the annual required physicals account for the normal, annually-required physical. An additional \$26,600 has been contributed by the State-funded Firefighters Relief Fund for the enhanced portion of the exam. The Town has an available balance of \$166,000 in the Firefighter's Relief Fund and must expend the balance below approximately \$145,000 by June 30 each year. The NC Relief Fund Board has approved the distribution of relief funds for these advanced health screens.

**Attachments:**

1. Amendment - GF - Firefighter Relief Fund Contribution 05112026
2. Annual Physicals PHS FY26



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

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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 contributions from the Firefighter Relief Fund to fund enhanced firefighter health physicals.

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

Increase line item 100-2100-55900	\$ 11,500
Firefighter Relief	

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

Increase line item 100-48902	\$ 11,500
Contributions - Other	

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

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of May, 2026.

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Jennifer Teague, Mayor

ATTEST:

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Janet Rackley, Town Clerk



Professional Health Services  
 600 Reed Road  
 Suite 103  
 Broomall, PA 19008

DATE	Apr 29, 2026
QUOTE #	AAAQ9914

**To**  
 John Renner  
 Harrisburg Fire Department  
 6462 Morehead Road  
 Harrisburg, NC 28075-8488  
 (704) 455-7744

**From**  
 Michael Kleinman  
 (610) 853-1330 x111  
 mkleinman@phsmobile.com

Salesperson	P.O. Number	Payment Terms	Due Date
Michael Kleinman		Net 30	Jul 31, 2026

Program Specifications	Quantity
Approximate Number of Participants	56
Number of Technicians Required	3
Days Required on Site	3
Exams Scheduled/Day	24
Flow Rate: (per hour)	3
Number of Nurse Practitioners Required	1
Number of Exercise Physiologist(s)	1

Daily Equipment, Labor & Administration Charges	Quantity	Unit Price	Ext Price
Program Setup/Travel Charge	1	\$600.00	\$600.00
Daily Equipment Charges	3	\$3,600.00	\$10,800.00
Daily Labor Charges - 3 Technicians	3	\$2,100.00	\$6,300.00
Daily Labor Charge - Nurse Practitioner	3	\$1,600.00	\$4,800.00
Daily Labor Charge - Exercise Physiologist	3	\$1,400.00	\$4,200.00
Daily Equipment Usage - PHS On-Board Generator (If Required)	TBD	\$250.00	
Overtime Rate Mobile Unit & 3 Technicians	TBD	\$625.00	
Overtime Rate Exercise Staff	TBD	\$250.00	
Overtime Rate Nurse Practitioner	TBD	\$185.00	

Exam Element Descriptions & Charges	Quantity	Unit Price	Ext Price
Work & Medical History (Comprehensive)	56	\$3.00	\$168.00
PA Chest X-Ray	56	\$25.00	\$1,400.00
X-Ray Comparative Reading (Abnormal X-Rays)	TBD	\$18.00	
Pulmonary Function Profile	56	\$10.00	\$560.00
Audiometric Examination	56	\$2.00	\$112.00
Visual Acuity with Peripheral	56	\$2.00	\$112.00
Cardiogram, resting	56	\$10.00	\$560.00
Blood Pressure/Height/Weight/BMI	56		
Colo-Rectal Stool Screen	56	\$5.00	\$280.00
LabCorp Profile #240927 Chem 23/CO2/CBC/UA	56	\$22.00	\$1,232.00
LabCorp Profile #010322 PSA (Males 40 yrs +)	51	\$16.00	\$816.00
LabCorp Profile #002303 CA-125 (Ovarian Cancer Screen)	5	\$16.00	\$80.00
LabCorp Profile #004259 Thyroid Stimulating Hormone (TSH)	56	\$9.00	\$504.00

LabCorp Profile #001453 Hemoglobin A1c Blood	56	\$14.00	\$784.00
Physical Examination	56	\$10.00	\$560.00
Fire Fighter Clearance #4714E - Respirator/PPE			
Fire Fighter Clearance #4714F- Fitness For Duty			
Sub-Maximal Treadmill Test with 12 lead EKG	56	\$40.00	\$2,240.00
Body Composition			
Comprehensive Health Ultrasound (9 Body Parts)	56	\$360.00	\$20,160.00
Echo Cardiogram			
Carotid Arteries			
Aortic Aneurysm			
Thyroid			
Abdominal Study - Liver, Pancreas, Gall Bladder,			
Spleen, Kidney			
Bladder			
Pelvis-Women (External)			
Prostate & Testicular (Men)			

ALL ULTRASOUND STUDIES RECEIVE PROFESSIONAL INTERPRETATIONS BY A BOARD CERTIFIED CARDIOLOGIST OR RADIOLOGIST

<b>TOTAL</b>	<b>\$56,268.00</b>
<b>Avg Cost per Exam</b>	<b>\$1,004.79</b>

**Notes**

Please contact me if I can be of further assistance.

Reports Included No Additional Charge  
For Individual Employees c/o Site Contact:  
Individual Employee Reports with cover letter in confidential envelope

For Fire Chief or Site Contact:  
Master Summary Report Included  
Participation Summary Report, without clinical data, Pass/Fail for clearances  
One set of Medical Clearance Statements

To accept this quotation, sign here and return: \_\_\_\_\_

**Thank You For Your Business!**



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Set a Public Hearing for Consideration of the FY2027 Proposed Budget Ordinance, Fee Schedule, Capital Improvement Plan, and Tax Rate for June 8, 2026.

**Presenting Personnel:**

Robert Donham, Town Manager

**Suggested Motion or Action:**

Motion to set a public hearing for June 8, 2026 to consider the FY2027 Proposed Budget Ordinance, fee schedule, Capital Improvement Plan, and tax rate.

**Description/Background:**

Town staff will present the proposed FY2027 budget ordinance, fee schedule, capital improvement plan, and tax rate for Town Council consideration.

**Recommendation:**

Staff recommends setting the public hearing as described above.

**Fiscal Impact:**

None

**Attachments:**

None



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of Amended Fee Schedule reflecting changes for Pop Warner Football and Cheer registration fees for the remainder of FY2026.

**Presenting Personnel:**

Jim Spina, Parks and Recreation Director

**Suggested Motion or Action:**

Motion to approve the amended FY2026 Schedule of Fees reflecting changes to Pop Warner football and cheer registration fees, effective May 11, 2026 for the remainder of FY2026.

**Description/Background:**

Fall registration for Pop Warner Football and Cheer, organized by the Harrisburg Parks and Recreation Department, is scheduled to begin in May pending the approved Fee Schedule changes. The upcoming FY2027 fee schedule includes a proposed increase of non-resident fees for football and cheer to cover the cost of increased registration numbers, uniforms, insurance, and league fees. Resident fees for both cheer and football are proposed to stay the same as they are in the current FY2026 Schedule of Fees. In order to charge those new rates in May and June with the registration schedule, the FY2026 fee schedule will need to be updated to include these new rates.

**Recommendation:**

Staff recommends approval of the Amended FY2026 Schedule of Fees reflecting changes to Pop Warner football and cheer fees for the remainder of FY2026.

**Fiscal Impact:**

The registration fee for cheer is increasing from \$250 to \$275 and the fee for Pop Warner Football is increasing from \$300 to \$350. This is estimated to provide between \$5,000 and \$10,000 in extra revenue for the program.

**Attachments:**

1. 2.28 - 2026 Schedule of Fees - Amended 5.11.2026



# Town of Harrisburg, North Carolina

Schedule of Fees

Fiscal Year 2026

Amended: 5/11/2026

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**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2026**

<b>GENERAL FEES</b>
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Copy Machine Fee	\$0.25 per copy
Passport Acceptance Fee	\$35 per Application
Renewal fee	\$7.50 per Application
Electric Vehicle Charging Station	
Harrisburg Park - 6.6 kW Charger	\$0.80 per hour
Solicitation Permit Application Fee	\$25 per Application
Credit Card Fees	Convenience Fee - \$2.50 per transaction Surcharge - 2.50% of amount of charge
Returned Item Fee	\$35
Applies to insufficient funds for checks and bank drafts and/or returned or disputed credit card payments	
911 Reflective Address Signs	\$10

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**Miscellaneous Zoning Fees**

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Copy of UDO	\$50
Map Fees	
17" x 22" Maps (ANSI C)	\$15
22" x 34" Maps (ANSI D)	\$20
34" x 44" Maps (ANSI E)	\$25

*Double Fees: Where construction begins without the appropriate permits in place, costs shall be doubled.*

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**Traffic Control**

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Temporary traffic control for parades, block parties and special events	
Barricades	\$5/day
Detour signs	\$5/day
Cones	\$0.50 each/day

<b>ENVIRONMENTAL PROTECTION</b>
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Residential Solid Waste and Recycling	\$10/month
Additional Cart Rental & Service Fee	\$12/month
Unreturned Additional-Cart Fee	\$50

**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2026**

<b>PLANNING</b>
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**Subdivision Case Fees**

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Annexation Fee	\$300 per application; additional \$25 per acre for tracts larger than 5 acres
Preliminary Plat Review	\$1,500 plus \$25 per lot
Preliminary Plat - Minor Revision	\$500 (no board hearing required)
Preliminary Plat - Major Revision	\$1,000 (board hearing required)
Final Plat Review - Major Subdivision	\$350 per map sheet (If a third submittal is required an additional review fee will be collected)
Final Plat Review - Minor Subdivision	\$150 per map sheet (If a third submittal is required an additional review fee will be collected)
Exempt Plats	\$150 per map sheet
Time Extension for Plat Approval	\$150
Sketch Plat or Sketch Plan Review	\$450
Construction Plans	\$2,000 plus \$50 per acre

**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2026**

**ZONING**

**Zoning Case Fees**

Vested Rights	\$400
Vested Rights Extension	\$150
Conventional Zoning Map Amendment (Residential - less than 10 acres)	\$500 plus \$10 per acre and legal advertising costs
Conventional Zoning Map Amendment (Residential - 10 or more acres)	\$2,500 plus \$25 per acre and legal advertising costs
Combined Residential Rezoning/Preliminary Plat Expedited Request	\$4,000 plus \$25 per lot and legal advertising costs
Conventional Zoning Map Amendment (Non-Residential/Mixed Use)	\$1,500 plus \$25 per acre and legal advertising costs
Text Amendment to UDO	\$500 plus legal advertising costs
Applicant Appeal to Elected Board	\$300 plus advertised costs
Conditional District Rezoning	\$2,500 plus \$25 per acre <sup>1</sup> and neighborhood notice/legal advertising costs
Appeal to Elected Board by Applicant	\$300 plus advertising costs
Neighborhood Meeting Notices (Adjoining owners within 300 feet)	\$100 plus \$1.00 per mailing address
Public Hearing Notices and Legal Advertising (Adjoining owners within 300 feet)	\$400 plus \$1.00 per mailing address
Re-advertising Cost (due to applicant action)	\$300 plus \$1.00 per mailing address for notices
Architectural Review	\$300
Street Name Change Petition (privately initiated)	\$500 + cost of new street sign(s)
Zoning Site Plan Review - If a third submittal is required, an additional fee will be collected	
Minor Site Plan Review	\$500 plus \$5 per acre
Major Site Plan Review	\$600 plus \$5 per acre
Board of Adjustment Fees	
Special Use Permit Application - Non-Residential	\$600 plus \$25 per acre and legal advertising costs
Special Use Permit Application - Residential	\$500 plus \$5 per acre and legal advertising costs
Variance Application	
Residential	\$500
Non-Residential	\$600
Variance Public Notice	\$100 plus \$1.00 per mailed notice (300-feet of site)
Specialty Consultant Plan Review	Actual cost
Appeal of Administrator Decision/Interpretation Request	\$300 plus same public notice fee as Variance.
Special Venue Rental	Actual cost

*Double Fees: Where construction begins without the appropriate permits in place, costs shall be doubled.*

**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2026**

<b>ZONING</b>
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**Zoning Permit Fees**

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Single, Two Family structures and mobile homes	\$150
Single Family attached/Multi-Family	\$300 plus \$5 per unit
Residential Addition/Accessory Structures	\$100
Commercial, Institutional and Industrial - New Construction or Addition	
1,000 SQ. FT. or less	\$250
1,001 - 5,000 SQ. FT.	\$350
5,001 - 10,000 SQ. FT.	\$450
Greater than 10,000 SQ. FT.	\$450 plus \$0.05 for each SQ. FT. over 10,000
Temporary Zoning Certificate of Compliance (TCOC) - Includes Review of Cost Estimates	\$250
Release of TCOC - Includes Final Inspection	\$150
Temporary Use Permits	\$75
Food Truck Annual Permit (Special Use Permit only)	\$100
Home Occupation Permits	\$75
Administrative Adjustment - Residential	\$100
Administrative Adjustment - Non-Residential	\$300
Zoning Verification Letter	\$100
Certificate of Non-Conformity Adjustment	\$400
Golf Cart Registration	\$25
Floodplain Development Permit - Minor	\$100
Floodplain Development Permit - Major (LOMR/CLOMR Reviews)	\$300
Sign Permits	
Permanent Sign	\$100
Master Sign Package	\$250 plus Conditional Zoning Fee (if applicable)
Outdoor Advertising Sign (Billboard)	\$1,000
Permit Re-Issuance - Minor Change	\$25

*Double Fees: Where construction begins without the appropriate permits in place, costs shall be doubled.*

**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2026**

<b>WATER &amp; SEWER</b>
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*Water and sewer charges shall be as authorized by Code Sections 50.44, 51.30 and 51.31, of the Town Code of Ordinances.*

**Water & Sewer Rates**  
**(Inside Town Limits)**

Residential Water Rates	0-2,000 - \$13.79 (first 2,000 gallons) 2,001-6,000 - \$8.46 per additional 1,000 gallons 6,001-9,000 - \$9.81 per additional 1,000 gallons 9,001 and above - \$11.30 per additional 1,000 gallons
Residential Sewer Rates	0-2,000 - \$11.00 (first 2,000 gallons) 2,001 and above - \$9.32 per additional 1,000 gallons
Commercial Water Rates	0-2,000 - \$28.42 (first 2,000 gallons) 2,001-15,000 - \$10.04 per additional 1,000 gallons 15,001 and above - \$11.73 per additional 1,000 gallons
Commercial Sewer Rates	0-2,000 - \$18.94 (first 2,000 gallons) 2,001 and above - \$10.97 per additional 1,000 gallons

**Water & Sewer Rates**  
**(Outside Town Limits)**

Residential Water Rates	0-2,000 - \$19.74 (first 2,000 gallons) 2,001 and above - \$13.04 per additional 1,000 gallons
Residential Sewer Rates	0-2,000 - \$16.25 (first 2,000 gallons) 2,001 and above - \$13.29 per additional 1,000 gallons
Commercial Water Rates	0-2,000 - \$40.69 (first 2,000 gallons) 2,001-15,000 - \$12.56 per additional 1,000 gallons 15,001 and above - \$13.75 per additional 1,000 gallons
Commercial Sewer Rates	0-2,000 - \$27.88 (first 2,000 gallons) 2,001 and above - \$14.86 per additional 1,000 gallons
Flat Sewer Rates	\$69.48

**Storm Water Charge**

Charge Per Equivalent Residential Unit (ERU)\*                      \$5.90 / Month

\*One (1) Commercial Property ERU equates to 3,723 SF of impervious area

**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2026**

<b>WATER &amp; SEWER</b>
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**Other Water and Sewer Charges and Fees**

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**Account Delinquency Fee\***

Charge for water/sewer account after delinquency due to nonpayment	\$100
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**Late Fee**

Late fee (will be charged on accounts with unpaid balances beyond the 15th of the month)	\$10
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**Returned Item Fee**

After customer has been charged a returned item fee three times, the Town will no longer accept checks from that customer	\$35
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**Water and Sewer Deposit/Set-up Fee**

W/S Deposit (refundable)	\$45
W/S Set-up fee (one-time fee, non-refundable)	\$30

**Meter Test Charges**

Meter Test Charge (only if meter is working properly; no charge if meter is not working properly)	\$25
Interrogate Meter - Customer Requested (First request at no cost)	\$50
Testing Meter - Customer Requested	\$100

**Other Water and Sewer Charges**

Non-emergency after hours water reconnections	\$100
Meter Change Out - Customer Requested	\$275
Water use permit for tank/tankers	\$50
Move existing water service to another location on the same property	At cost (labor, equipment and materials)

**Fees for Violations of Mandatory Water Restrictions (When Applicable)**

Residential	
First offense	\$100
Second and subsequent offense	\$300
Commercial/Industrial	
First offense	\$500
Second and subsequent offense	\$1,500

*\* 50% of the account delinquency fee can be credited back to the customer one time for the life of the account if the past due balance and all fees are paid in full before service is disconnected*

**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2026**

**WATER & SEWER**

**Water Charges**

Meter Size (in.)	Water System Development Charges	Facility Charge	Water Meter Delivery Charge	Total	Connection Charge <sup>1</sup>
5/8	\$4,280	\$590	\$0	\$4,870	\$1,220
1	\$10,750	\$820	\$0	\$11,570	\$1,280
1 1/2	\$21,500	\$1,450	\$0	\$22,950	\$2,070
2	\$34,400	\$1,550	\$0	\$35,950	\$2,350
3	\$68,830	Cost + 10%	\$100	To Be Determined	To Be Determined
4	\$107,560	Cost + 10%	\$100	To Be Determined	To Be Determined
6	\$215,130	Cost + 10%	\$100	To Be Determined	To Be Determined
8	\$344,230	Cost + 10%	\$100	To Be Determined	To Be Determined

<sup>1</sup>Time and Materials. 50% of the charges can be waived if connections and services are installed by applicant. 3-inch and larger services will be charged on a time and materials basis.

**Sewer Charges**

Meter Size (in.)	Sewer Service Size (in.)	Sewer System Development Fees	Connection Charge <sup>1</sup>
5/8	4	\$2,970	\$1,220
1	4	\$7,430	\$1,280
1 1/2	4	\$14,880	\$2,070
2	4	\$23,820	\$2,350
3	4	\$47,640	To Be Determined
4	4	\$74,440	To Be Determined
6	4	\$148,890	To Be Determined
8	4	\$238,230	To Be Determined

<sup>1</sup>Time and Materials. 50% of the charges can be waived if connections and services are installed by applicant. 3-inch and larger services will be charged on a time and materials basis.

Town of Harrisburg, North Carolina  
 Schedule of Fees  
 Fiscal Year 2026

**WATER & SEWER**

**Irrigation Service Charges**

Meter Size (in.)	Water System Development Charges	Facility Charge	Water Meter Delivery Charge	Total	Connection Charge <sup>1</sup>
5/8" T-Splice	\$4,280	\$590	\$0	\$4,870	\$0
5'8	\$4,280	\$590	\$0	\$4,870	\$1,220
1	\$10,750	\$820	\$0	\$11,570	\$1,280
1 1/2	\$21,500	\$1,450	\$0	\$22,950	\$2,070
2	\$34,400	\$1,550	\$0	\$35,950	\$2,350
3	\$68,830	Cost + 10%	\$100	To Be Determined	To Be Determined
4	\$107,560	Cost + 10%	\$100	To Be Determined	To Be Determined
6	\$215,130	Cost + 10%	\$100	To Be Determined	To Be Determined
8	\$344,230	Cost + 10%	\$100	To Be Determined	To Be Determined

<sup>1</sup> Time and Materials. 50% of the charges can be waived if connections and services are installed by applicant. 3-inch and larger services will be charged on a time and materials basis.

**Temporary Hydrant Meter Charge**

Construction use for 60 days or less	
Temporary meter service charge	\$200
Security deposit	\$1,000
Monthly charges consist of:	
Service charge for meter size	
Usage rates based on meter reading and size	
Hydraulic Fire Flow Testing (per test)	\$225

**Private Fire Protection Service Charges**

Meter Size (in.)	Fee
<4	\$60.00
4	\$60.00
6	\$110.00
8	\$160.00
10	\$240.00
12	\$380.00

**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2026**

<b>ENGINEERING</b>
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**Residential & Commercial Construction Plans**

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Water and Sewer	\$3,100 plus \$100 per acre of entire site
Roadway and Storm Water System	\$3,100 plus \$100 per acre of entire site
Storm Water Quality and Detention	\$2,600 plus \$100 per acre of entire site
Grading and Erosion Control	\$1,200 plus \$100 per acre of entire site

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**Other Engineering Review & Inspection Fees**

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Expedited Review Fee	\$2,500 Minor Commercial Plan <sup>1</sup> \$6,750 Residential Subdivision/Major Commercial Plan
Revision to Approved Plan	20% of original review fee
Harrisburg Encroachment Application Review	\$250
NCDOT Utility Encroachment Application Review	\$150
NCDOT Driveway Permit Review	\$100
	\$100
NCDENR - Division of Water Quality Application Review/Execution	
NCDENR - Division of Public Water Supply Application Review/Execution	\$100
"Letter of Intent to Serve" with Water and Sewer (If the proposed site requires a Water Model be run, the fee will be assessed)	\$500
Letter of Credit Review - Includes Partial Release Request	\$250 + Engineer's cost
Conditional Re-zoning Plat Review	\$500
Preliminary Plat Review	\$300
Annual Storm Water BMP Inspection/Certification Review	\$350
Town of Harrisburg Inspection (Failure to submit report)	Actual cost incurred by Town plus 2x the certification fee
<b>Infrastructure Inspections</b>	
Roadway	\$1.50 per LF
Storm Sewer	\$1.50 per LF
Water Line	\$1.50 per LF
Sanitary Sewer	\$1.50 per LF
Final Grading	\$75 per acre
Bridge or Culvert, 42" or greater	\$20 per LF
Greenway	\$1.00 per LF
<b>Lot Grading</b>	
Permit	\$250
Inspection	\$150
Third Part Testing / Inspections	Actual cost incurred by Town

*Review fees cover initial submittal and the second submittal addressing comments. If a third submittal is required, an additional fee will be collected. Fees are due at time of submittal for review to commence.*

<sup>1</sup> *In addition to the standard review costs.*

**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2026**

<b>PARKS &amp; RECREATION</b>
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For all Parks and Recreation fees, "Resident" refers to participants who are taxpayers of the Town of Harrisburg.

**Athletics**

	Town <sup>1</sup>	
	Resident <sup>2</sup>	Non-Resident
Pewee Sports (Age 3/4)	\$45	\$95
Baseball	\$90	\$140
Basketball	\$90	\$140
Cheerleading	\$200	\$275
Flag Football (Age 5/6)	\$90	\$140
Football	\$250	\$350
Soccer	\$90	\$140
Adult Team Registration	\$450	\$450
Late Registration Fee	\$25	\$25

<sup>1</sup> Refunds of registration fees are subject to a \$10 administrative fee and only credited toward a future registration.

<sup>2</sup> There is a \$270 per family, per season maximum for all sports registration fees. This \$270 maximum does not apply to Pop Warner registration or Out-of-Town residents.

**Facilities Rental<sup>3</sup>**

	Town	
	Resident	Non-Resident
<b>SplashPad</b>		
Two (2) Hour Individual Pass	\$0.00	\$3.00
Group Rental - per person	\$3.00	\$3.00
<b>Shelter Rental</b>		
Hourly Rate	\$30	\$40
Half Day	\$100	\$140
Full Day	\$140	\$200
<b>Field Rental</b>		
Field Rental Per Field Hourly Rate	\$50	\$100
Light Fee per Field	\$15	\$25

<sup>3</sup> Refunds of rental fees are subject to a \$10 administrative fee.

**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2026**

<b>FIRE</b>
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**Fire Inspection Program Fees**

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Periodic Inspection, State Mandated	\$0.00 1st and 2nd inspections \$25 for the 3rd inspection plus \$150 for each violation not corrected
Foster Care Safety Inspection	\$25
Group Home Safety Inspection	\$25
Daycare State License Inspection	\$50
Fire Certificate of Occupancy (Final Inspection)	\$100
ABC Permit Inspection	\$150

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**Commercial Building and Site Plan Review Fees<sup>1</sup>**

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*Commercial Plans or Commercial Up-fit Plan Reviews are Done by Square Footage (Sq Ft).*

Less than 5,000	\$350
5,000 to 9,999	\$400
10,000 to 24,999	\$500
25,000 to 49,000	\$650
50,000 or greater	\$0.020 per Sq Ft
Fire Site Review for Rezoning Commercial/Subdivisions	\$250
Fire Site Review for Commercial / Subdivisions	\$300
Fire Certificate of Occupancy (Final Inspection)	\$100

<sup>1</sup> For Multi-Tenant Buildings, Fees are per Tenant

*If a third submittal is required, an additional review fee of \$150 will be collected.*

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**Plan Review<sup>1</sup>**

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Fixed Fire Suppression System (Hood Systems- Ansul)	\$200 - plus \$100 performance test
Fire Alarm System	\$300 - plus \$100 performance test
Sprinkler System	\$300 - plus \$100 performance test
Residential Sprinkler System (1 & 2 Family Dwellings)	\$200 - plus \$100 performance test
Stand Pipe System	\$200 - plus \$100 performance test
Fire Pump & Related Equipment	\$200 - plus \$100 performance test

<sup>1</sup> For Multi-Tenant Buildings, Fees are per Tenant

**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2026**

<b>FIRE</b>
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**Fire Prevention Education Program Fees**

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Public Education Events	None
Fire Prevention for Business/Industry	\$25 / hour plus Material Cost Reimbursement

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**Installation, Construction and Operation Permit Fees**

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Blasting - 90 days	\$250 (per site)
Explosive Storage	\$200
Carnivals & Fairs	\$200
Covered Mall Buildings	\$200
Exhibits & Trade Shows	\$150 (each)
Fireworks Display: Outdoor/Indoor	\$300 (per day)
Pyrotechnical Special Effects Materials	\$200
Hydrant Flow Test	\$50 (per hydrant)
Spraying & Dipping Operations	\$150
Temporary Membrane Structure, Tents/Canopies	\$50 (each)
Under/Above Ground Storage Tank Installation, Upgrade or Removal	\$200 (per tank)
Fumigation & Thermal Insecticidal Fogging	\$150
Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildings	\$150 (per vehicle)

**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2026**

<b>FIRE</b>
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**Fines**

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Occupying a Structure Without a Certificate of Occupancy	\$500 (each day)
Life Safety Violations of Chapter 10 Involving Exit Obstructions as Described in the North Carolina Fire Code	\$500 (each)
All Open Burning Violations as Described in the Fire Protection Ordinance	\$100 (each)
All Other Violations of the North Carolina Fire Code	\$150 (each)
Parking in a Marked Fire Lane	\$100
Life Safety Equipment Installed without Permit or Plans	\$500

*Any system installation prior to plans being reviewed or permit issued will result in fees doubled.*



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of Contract with Anchor-Richey for the repair of a Fire Department Ladder Truck

**Presenting Personnel:**

Bryan Dunn, Fire Chief

**Suggested Motion or Action:**

Motion to approve the contract with Anchor-Richey for \$53,256 for repairs to the Fire Department Ladder Truck.

**Description/Background:**

The Fire Department Ladder Truck was involved in an accident on February 13, 2026. The town filed an insurance claim with the league of municipalities, who will proceed in turn to file a claim with the driver of the other involved passenger vehicle. The passenger car driver was at fault, per the Cabarrus County Sheriff's Office. Anchor-Richey is the approved vendor for major repairs to fire apparatus. The attached quotation represents the cost to repair the fire department ladder truck.

**Recommendation:**

Staff recommends approval of the contract with Anchor-Richey for \$53,256 to repair the damaged Ladder Truck.

**Fiscal Impact:**

The Town received insurance proceeds of \$48,885 as a result of this insurance claim, and recognized those proceeds and the related budget appropriation for the repair at the April 13, 2026 meeting. As a result of this contract, the Town will incur an expense of approximately \$49,885 plus reimbursable taxes of \$3,371. The net impact to the Town is an expenditure of \$1,000, or the Town's deductible for insurance claims on heavy equipment/vehicles. Because this contract is greater than \$50,000 in total, it requires Town Council approval.

**Attachments:**

1. Anchor-Richey Quote Ladder Repair 04282026



241 Advent Church Road Taylorsville, NC 28681  
 Toll Free: 1-800-754-7186  
 Fax: (828) 495-3025  
 E-Mail: sales@anchor-richeyevs.com  
 Web: www.anchor-richeyevs.com

## Emergency Vehicle Services, Inc.

March 6, 2026

Harrisburg Fire Department  
 Ladder 31

Re: 2022 Spartan/Smeal  
 S/N: 4S9AEFXB7NS559949

	<u>Paint Labor</u>	<u>Shop Labor</u>	<u>Parts &amp; Materials</u>	<u>Non-Tax Parts</u>
1. R&I lid for compartment in bumper extension.		2		
2. R&I preconnect piping to front bumper. Replace Victaulic seal.		4	\$69.19	
3. (A) R&I storage compartment for preconnect hose.		2.5		
(B) Repair preconnect compartment.		2.5		
4. R&I green ID tag on ATP filler curb side.		1		
5. Replace the anti-slip ATP filler for front bumper extension with two openings, one for preconnect compartment, one for tool storage.		6	\$1,932.44	
6. R&I two butterfly latches for lid on ATP filler.		1		
7. R&I Federal Q siren through front bumper driver's side.		3		
8. R&I both air horns and replace curb side air horn.		4	\$594.99	
9. R&I both siren speakers through front bumper.		2		
10. R&I both warning lights on front bumper.		3		
11. (A) Replace front 12" high severe duty front bumper.		4	\$4,355.00	
(B) Fabricate and install two recess mounts for the Roto lights on each end of the bumper.		4	\$1,125.00	
(C) Cut two air horns, two speakers, one Federal Q opening in the new severe duty bumper.		3		
(D) Prepare and paint the new severe duty bumper red.	2	6		
(E) Supply and install 31 in gold leaf on each end of the bumper 45-degree angle area.			\$160.00	

	<u>Paint Labor</u>	<u>Shop Labor</u>	<u>Parts &amp; Materials</u>	<u>Non-Tax Parts</u>
12. Repair damage and repaint the top black trim on top of the severe duty bumper.	2	6		
13. R&I rear support for the ATP bumper filler and repair.	0.5	2		
14. R&I front grille top and bottom section.		1.5		
15. R&I chrome bezel warning, turn and head lamp system on curb side of cab.		2		
16. Remove white reflective stripe on curb side front of cab.		1.5		
17. R&I Mars light and base on curb side of cab.		2		
18. R&I curb side wiper arm.		1.5		
19. R&I curb side front grated step on door opening with light.		1.5		
20. R&I amber marker/turn light on curb side front corner of cab.		0.5		
21. Replace round amber reflector on curb side front corner of cab.		0.1	\$3.19	
22. R&I curb side front cab door.		3		
23. Repair damage on curb side front corner of cab lower section, and replace skin as needed.	6	28.5	\$1,544.00	
24. Repair support on the back side of the front cab skin curb side.		2.5		
25. Replace anti-slip ATP hose tub curb side running board.		1.5	\$1,252.60	
26. R&I fire extinguisher mount in curb side running board.		1		
27. Replace curb side anti-slip ATP running board with cut out for hose tub and fire extinguisher mount.		2	\$1,214.16	
28. R&I two containment straps on hose tub.		1		
29. Replace rear running board support angle.	0.5	2	\$75.00	
30. Replace one chock block holder curb side.		1.5	\$115.07	
31. Replace one lighted fold down step on front end wall of body curb side.		1	\$171.19	

	<u>Paint Labor</u>	<u>Shop Labor</u>	<u>Parts &amp; Materials</u>	<u>Non-Tax Parts</u>
32. R&I three lighted fold down steps on front end wall of body curb side.		2.5		
33. R&I equipment in curb side front compartment.		1.5		
34. R&I one adjustable tray in curb side front compartment.		0.5		
35. Replace anti-slip ATP panel on front end wall of the curb side compartment.		3	\$579.80	
36. Replace one warning tag on front end wall.		1	\$15.00	
37. Recaulk ATP panel after installed.		1.5	\$10.00	
38. R&I aluminum protector angle in door opening of the curb side front compartment.		1	\$5.00	
39. (A) R&I curb side front compartment door.		3		
(B) Replace door seal on curb side front compartment door.		1.5	\$48.00	
(C) Remove all stripe on curb side front compartment door.		2		
(D) R&I d-ring handle on front compartment door with stick on gasket.		1	\$4.00	
(E) R&I door hinge on curb side front compartment door.		1		
40. Repair damage, refinish, prepare and paint curb side front compartment door exterior.	4.5	6.5		
41. Replace curb side front black plastic rub rail 34" long.		1.5	\$184.06	
42. R&I curb side front rear rubber fender flare.		3		
43. Replace amber reflector on front of curb side rear wheel opening panel.		1	\$4.98	
44. Repair damage to the lower section of the front end wall and bottom door sill on the curb side front compartment. Replace the front section of the sill.	4	12.5	\$95.00	
45. Supply and install two gold leaf scrolls on curb side front compartment door.			\$150.00	
46. Supply and install 9ft of 1/2" gold leaf stripe on curb side front compartment door.			\$315.00	
47. Supply and install 9ft of 1/16" white pin stripe on curb side front compartment door.			\$90.00	

	<u>Paint Labor</u>	<u>Shop Labor</u>	<u>Parts &amp; Materials</u>	<u>Non-Tax Parts</u>
48. Supply and install a 29" x 32 white reflective design with 1/8" black boarder on curb side front compartment door.			\$350.00	
49. Supply and install 3-1/2ft of white reflective stripe on curb side front corner of cab with 1/8" print on black boarder.			\$175.00	
50. R&I battery cables and electronics for welding.		2		
51. Paint match time.	2			
52. Tape and mask.		2.5	\$20.00	
53. Compound and wax new paint.		4	\$32.00	
54. Post cleanup.		2		
55. Freight			\$150.00	
56. Shop Materials.			\$660.40	
<b>Total</b>	<b>21.5</b>	<b>165.1</b>	<b>\$15,500.07</b>	

Paint Labor (21.5hrs. @ \$175.00)	\$3,762.50
Paint Materials	\$1,720.00
Shop Labor (165.1hrs. @ \$175.00)	\$28,892.50
Shop Materials	\$660.40
Parts & Materials	\$14,689.67
Freight	\$150.00
Hazardous Waste	\$10.00
Sales Tax @ 7%	\$3,370.85
<b>Total</b>	<b>\$53,255.92</b>

*\*\*Effective March 1, 2016, All labor and installation services performed in North Carolina are taxable as defined in NC Tax Statute 105-164.4(A).\*\**

**\*Please Note:** Unless other arrangements have been made, our standard company policy request payment upon completion of work at our facility @ 241 Advent Church Road, Taylorsville, NC.

If you have any questions or need additional information please give us a call.

Sincerely,

W. Matthew Richey

ddl



## TOWN OF HARRISBURG

### Agenda Item Details

#### **Title:**

H-2026-01-R Peach Orchard Road Subdivision: A request to annex and conditionally zone two properties for the purpose of developing a 149-lot residential neighborhood on 175 acres and related Development Agreement

#### **Presenting Personnel:**

Shelley DeHart, Assistant Planning Director

#### **Suggested Motion or Action:**

According to the Town Council's "Policy for Decision-making for Planning and Zoning Matters", consideration and final decision of a Zoning Map Amendment is a two-step process: The first step is a public hearing at an initial meeting, with the second step being a final decision vote at a second meeting. Under this policy, the Public Hearing for this rezoning would occur on May 11th, with a Final Decision to be made on June 8th. The Council's policy also has an option for a one-step process, where the public hearing and final decision may occur at the same meeting. **Motions for both of these options are found below:**

#### **Two-Step Decision-making process (Public Hearing tonight and Final Decision on June 8th)**

- Motion to continue consideration of Case # H-2026-01-R Peach Orchard zoning map amendment, annexation, and development agreement request to the May 8, 2026 Town Council meeting.

#### **One-Step Decision-making process (Public Hearing and Final Decision tonight) If approved:**

- Motion to approve H-2026-01-Anx Peach Orchard Subdivision annexing the subject property into the Town of Harrisburg.
- Motion to approve H-2026-01-R Peach Orchard Map Amendment request **as conditioned**, rezoning the property to Residential Low Conditional Zoning District (CZ-RL), and make the required findings as presented.
- Motion to approve the Development Agreement by and between the Town of Harrisburg,

**CONSISTENCY STATEMENT** Motion to approve the following Consistency Statement for H-2026-01-R: Peach Orchard Subdivision Zoning Map Amendment. The Town Council finds this map amendment is consistent with applicable Common Decision Criteria found within Section 145.01.07 and Specific Review Criteria within Section 145.03.03 of the UDO and with the HALUP, because: 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 envisioned for very low density and the development is proposing a density less than 1 dwelling

#### **Description/Background:**

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 ¼ of an acre to over ½ 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 project includes 32.52 acres of open space (active and passive) within the community and offering 20.18 acres of dedicated public open space to the Town.

The Planning and Zoning Board heard the item and, after deliberations at its April 21, 2026, meeting, approved a motion to recommend the Town Council disapprove the request citing public safety issues related to access to the northern property, speed and curvature of Peach Orchard Road, environmental concerns, and a pedestrian at-grade crossing.

Council will consider this project over the course of three separate public hearings tonight - the annexation to the Town Limits, a rezoning petition to change the zoning from the existing Carbarrus County zoning classification to a Harrisburg Residential Low Conditional Zoning District (CZ-RL) and entering into a development agreement outlining the responsibility, rights, and responsibility of the developer. These will be held as three distinct public hearings within this one agenda item and will ultimately lead to up to three separate motions in the June 8, 2026 Town Council meeting.

**Recommendation:**

**Recommendation:** Receive the report, conduct the public hearing, and after deliberations: Motion to continue H-2026-01-R Peach Orchard Road zoning map amendment, annexation and development agreement to June 8, 2026, Town Council Meeting.

**Fiscal Impact:**

None

**Attachments:**

1. H-2026\_01\_Peach Orchard\_TC\_Report
2. Attachment A\_ Applications
3. Attachment B\_ Development Plan
4. Attachment C\_Park Concept Plan
5. Attachment D\_Draft TTM
6. Attachment E\_H-2026\_01\_\_PB Report
7. Attachment F- Development Agreement \_5\_4\_26\_Draft



Planning and Zoning Department

**Staff Report – Town Council  
Rezoning H-2026-01-(R)**

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**DATE:** May 1, 2026

**SUBJECT:** H-2026-01-R-Peach Orchard Map Amendment, Annexation, and an associated development agreement for the proposed Peach Orchard Subdivision.

**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

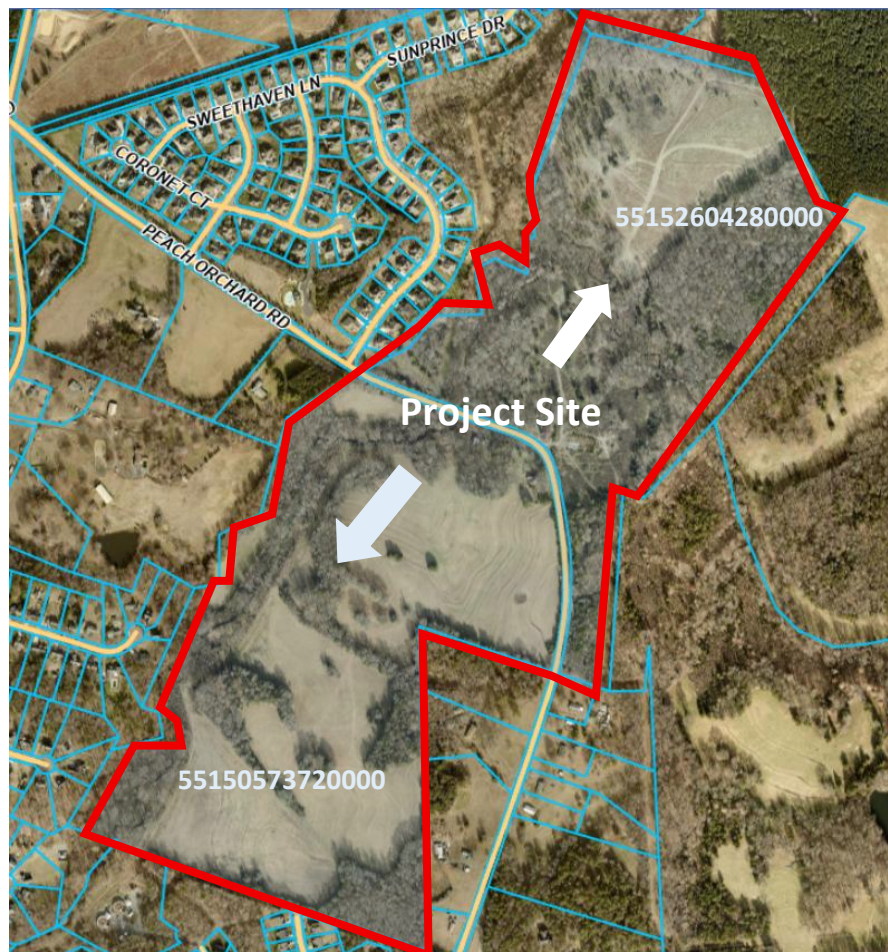
**Existing Land Use:** Vacant

**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.
- As a conditional zoning request, the applicant has submitted a site development plan which is attached for your consideration (**Attachment B**).
- The project includes:
  - A total of 32.52 acres of open space (active and passive) within the community that includes the offer of 20.18 acres of dedicated public open space for a public park. The developer has also committed to developing a portion of the park that includes two soccer fields, a children's playground, on-site parking, and utility connections for a future bathroom facility (**Attachment C**).
  - Off-site roadway improvements as identified in the Transportation Technical Memorandum (**TTM- Attachment D**).
  - A pedestrian crossing on Peach Orchard Road.
  - This request includes entering into a development agreement with the Town.
- The conditional zoning petition was presented to the Planning & Zoning Board at its April 21<sup>st</sup> meeting. The Board is transmitting a recommendation to disapprove citing the project is not a reasonable request in the public interest due to public safety concerns related to:
  - Speeding and Curvature of Peach Orchard Road.
  - At-grade Pedestrian Crossing on Peach Orchard Road
  - Single Access Road on North Parcel





## ANALYSIS SUMMARY – SEE ATTACHMENT D for FULL 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. Remnants of dilapidated structures that include silos, barns and sheds exist reflecting its historic agricultural use and home site on these properties. 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. Additionally, there are conservation easement areas (NC Ecosystem Enhancement Program) on both properties and a 60-ft. wide Gas Line Easement (Piedmont Natural Gas) located on a portion of the perimeter of the north property.

**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. The project as proposed complies with all the dimensional standards of the base Residential Low (RL) zoning district.

**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 based on the curvature of Peach Orchard Road (Attachment D). These documents have been reviewed and approved by the Development Review Committee (DRC) and NCDOT. The development will be required to provide the following transportation improvements which are conditions of approval:

### **Robinson Church Road and Peach Orchard Road**

- Westbound right-turn lane along Peach Orchard Road
- Southbound left-turn lane along Robinson Church Road

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

- Southbound right-turn lane along Peach Orchard Road
- Westbound right-turn lane along Lower Rocky River Road
- Eastbound left-turn lane along Rocky River Church Road

### **Peach Orchard Road and Access 1**

- Southbound approach of Access 1 with one ingress, one egress lane, stop-control, and an IPS of 100 feet.
- Eastbound left-turn lane along Peach Orchard Road
- Westbound right-turn lane along Peach Orchard Road

### **Peach Orchard Road and Access 2**

- Eastbound approach of Access 3 with one ingress, one egress lane, stop control, and an IPS of 100 feet.
- Westbound approach of Access 2 with one ingress, one egress lane, stop control, and an IPS of 100 feet.
- Northbound left-turn lane along Peach Orchard Road
- Northbound right-turn lane along Peach Orchard Road
- Southbound left-turn lane along Peach Orchard Road
- Southbound right-turn lane along Peach Orchard Road

## 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 Fire Code requires development exceeding thirty (30) dwelling units to provide a minimum of two (2) access points or homes be equipped with a fire sprinkler system.

An amendment to the NC Building Code is anticipated to take effect in July 2027 reducing access points to one for up to 100 dwellings based on changes to the 2024 Fire Code. 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:

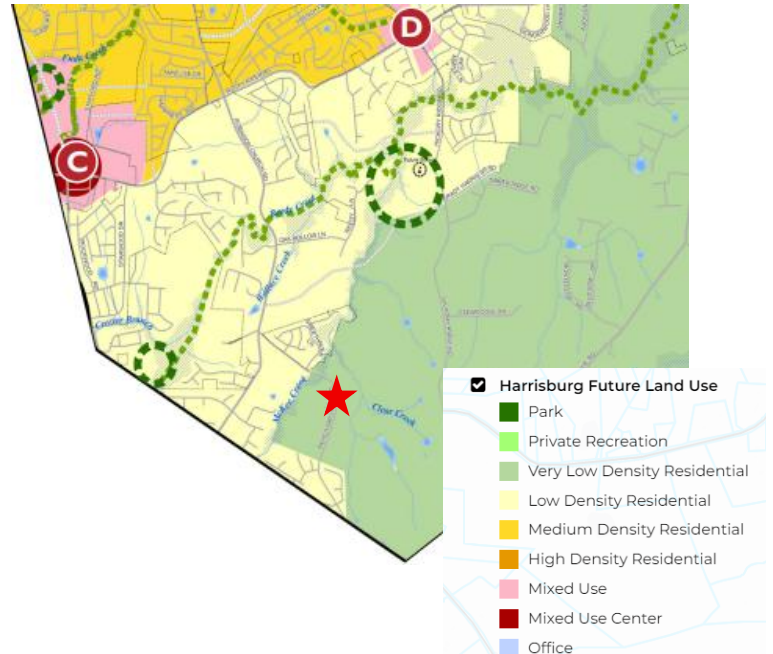
Type of Open Space	Required	Proposed
Active Open Space	3.73 acres	3.73 acres
Public Open Space (Dedication)	4.26 acres	20.18 acres
Passive Open Space	No minimum	28.79 acres
<b>Total Required</b>	<b>52.70 acres</b>	<b>52.70 acres</b>

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.

**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 focused on conservation designed communities.

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.



**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. Staff is of the opinion that this petition meets the common decision criteria found in the UDO (See Attachment E – P & Z Report for complete analysis).

### PLANNING BOARD RECOMMENDATION

The Planning and Zoning Board considered the zoning map amendment at its April 21, 2026, meeting. The discussion focused on:

- Northern Access Points (one primary access road)
- Traffic Speed and curvature of the Road
- Pedestrian Crossing on Peach Orchard
- Environmental Concerns

After a lengthy discussion, the Board motioned to recommend disapproval of the zoning map amendment to the Town Council with the following findings:

- The project is not a reasonable request and not in the best interest of the public due to limited access on the northern side, environmental concerns, and safety and topography concerns related to Peach Orchard Road including the grade pedestrian crossing.

The motion passed (4-3) with the dissenting votes by Furr, Schoonmaker, and Silva.

## STAFF REPOSENSE AND RECOMMENDATION

Staff working with the development team, and NCDOT has spent the past year analyzing the proposed design and potential impacts. We have also had post Planning Board meeting discussions with the applicant's team and NCDOT and offer the following response:

- **Northern Access Points (One primary Road)**
  - Conditions are included to ensure that the northern side will be developed in compliance with the NC Fire Code. This includes phasing home construction (limiting lots) until such time the NC Fire Code becomes effective.
  - The access road through the park **will be redesigned as a separate drive from the parking lot** to meet the intent of the NC Fire Code. The redesign is based on guidance from the Town's Fire Marshal Jeff William. Conditions related to the phasing of construction would still apply. The revised plan will be presented at the meeting.
- **Peach Orchard Road Curvature and Speed**
  - A Transportation Analysis (TTM) was prepared by the Town Consultant, Kimley Horn, and reviewed by NCDOT and Town Staff. This study requires off-site improvements including turn-lanes into the development on Peach Orchard Road taking turning movements out of travel lanes for safety.
  - A sight-distance analysis has been prepared and approved by NCDOT and the Town to address the curvature of the road and access points.
  - Staff has consulted with NCDOT regarding future requests to reduce posted travel speed on Peach Orchard. The Town can petition NCDOT to reduce speed at a future date coordinated with the development of park if so desired.
- **Environmental Concerns**
  - The applicant has conducted preliminary environmental assessments (Phase 1 Environmental Site Assessments) and other third-party assessments in response to public comments at the neighborhood meeting regarding nesting and condition of McKee Creek. Additional environmental assessments will follow if the project moves forward.
  - Additionally, the applicant has recently contracted for additional investigative soil analysis (Multi-Geophysical Investigation) based on public comment received that large amounts of debris are buried on the property. This analysis includes the use of ground penetrating radar and Frequency-Domain Electromagnetic scanners.
- **Pedestrian Crossing on Peach Orchard Road**
  - **Staff is recommending a condition be added requiring that the pedestrian crossing shall be "grade separated."**
  - The applicant had not agreed to this condition at the time of the preparation of this staff report. **Staff does not recommend approval of the project without this added condition.**



Staff finds the project as proposed and conditioned (**including “grade separation pedestrian crossing) complies** with the requirements of the UDO and the HALUP and recommends approval with the following conditions:

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.
2. **A grade separated pedestrian crossing is required connecting the north and south development across Peach Orchard Road.**
3. Dedication and development of the proposed park shall be in keeping with the associated Development Agreement.
4. Obtain all applicable local, state, and federal permits required for development before any development activity can take place.
5. 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.
6. No exposed concrete foundations are permissible, and appropriate cladding must extend to the ground level on all sides of the homes.
7. Development of the northeast side of the project in compliance with the NC Fire Code.
  - a. 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
  - b. 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.
8. Transportation improvements are required and shall be installed in accordance with the associated development agreement and approved Transportation Technical Memorandum prepared by Kimley Horn dated March 12, 2026.
9. The project shall be designed in compliance with the Sight Distance Analysis prepared by ESP and approved by NCDOT. The required buffer located adjacent to the sight-distance easement along the Peach Orchard frontage shall be installed outside of the required easement.
10. 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.
11. Mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
12. The mailbox clusters shall meet minimum ADA Standards and include a cover structure and meet requirements of the UDO.

13. 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.
14. 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.
15. The annexation map shall be recorded within 30 days of the approved annexation and conditional zoning petition.
16. The property owner/applicant shall enter into a development agreement with the Town.

**TOWN COUNCIL ACTION:** The subject case consists of three action items:

1. H-2026-01-Anx Peach Orchard Annexation; and
2. H-2026-01-R Peach Orchard Map Amendment
3. H-2026-01 Peach Orchard Development Agreement

According to the Town Council's "Policy for Decision-making for Planning and Zoning Matters", consideration and final decision of a Zoning Map Amendment is a two-step process: The first step is a public hearing at an initial meeting, with the second step being a final decision vote at a second meeting. Under this policy, the Public Hearing for this rezoning would occur on May 11th, with a Final Decision to be made on June 8th. The Council's policy also has an option for a one-step process, where the public hearing and final decision may occur at the same meeting. **Motions for both of these options are found below:**

**Two-Step Decision-making process (Public Hearing tonight and Final Decision on June 8th)**

- Motion to continue consideration of Case # H-2026-01-R Peach Orchard zoning map amendment, annexation, and development agreement request to the June 8, 2026, Town Council meeting.

**One-Step Decision-making process (Public Hearing and Final Decision tonight) If approved:**

- Motion to approve H-2026-01-Anx Peach Orchard Subdivision annexing the subject property into the Town of Harrisburg.
- Motion to approve H-2026-01-R Peach Orchard Map Amendment request **as conditioned**, rezoning the property to Residential Low Conditional Zoning District (CZ-RL) and make the required findings as presented.
- Motion to approve the Development Agreement by and between the Town of Harrisburg,

**Consistency Statement for the one-step decision making process:** Motion to approve the following Consistency Statement for H-2026-01-R: Peach Orchard Subdivision Zoning Map Amendment. The Town Council finds this map amendment is consistent with applicable Common Decision Criteria found within Section 145.01.07 and Specific Review Criteria within Section 145.03.03 of the UDO and with the HALUP, because: The proposed project (H-2026-01-R) as conditioned, 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 envisioned for very low density and the development is proposing a density less than 1 dwelling unit and is mitigating potential impacts.



- Attachment A – Application- H-2026-01 Peach Orchard/Annexation Application
- Attachment B – CZ Development Plan
- Attachment C - Public Park Concept Plan
- Attachment D – Transportation Technical Memorandum
- Attachment E - P& Z Staff Report
- Attachment F – Development Agreement

## 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:**

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.

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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 5/11/26

Published Notice Date: 4/30/26 & 5/7/26

Mailed Notice Date: PB Meeting - 3/5/2026; TC 4/30/26

Posted Notice Date: PB Meeting - 3/5/2026; TC 4/30/26

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:**

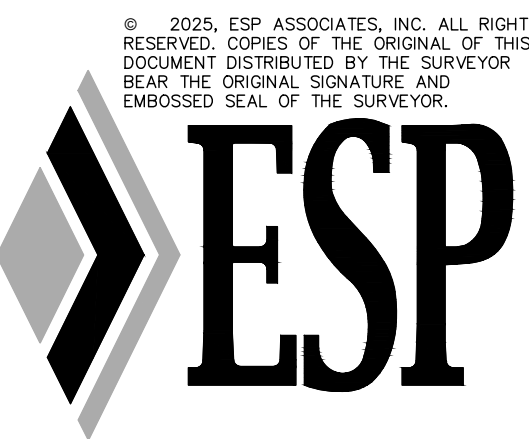
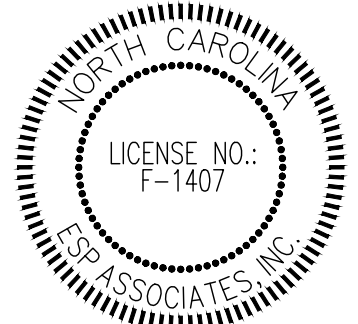
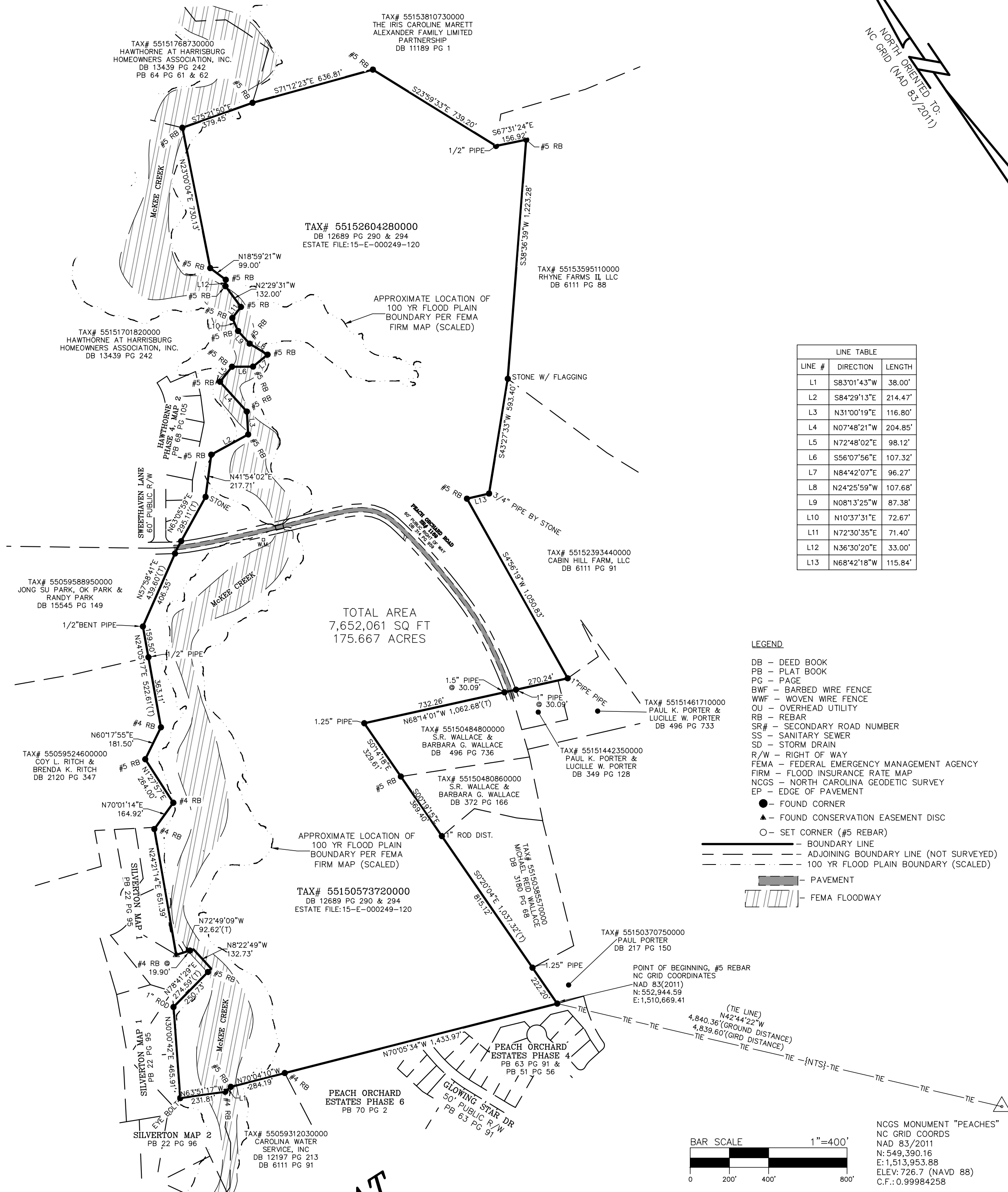
THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHTS-OF-WAY.  
 SET #5 REBAR AT ALL CORNERS UNLESS OTHERWISE NOTED.  
 AREAS COMPUTED BY COORDINATE METHOD.  
 UNADJUSTED RATIO OF PRECISION: 1:25,568  
 SUBJECT TRACT ADDRESS: PEACH ORCHARD ROAD  
 TOTAL ACREAGE FOR THE AREA 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.

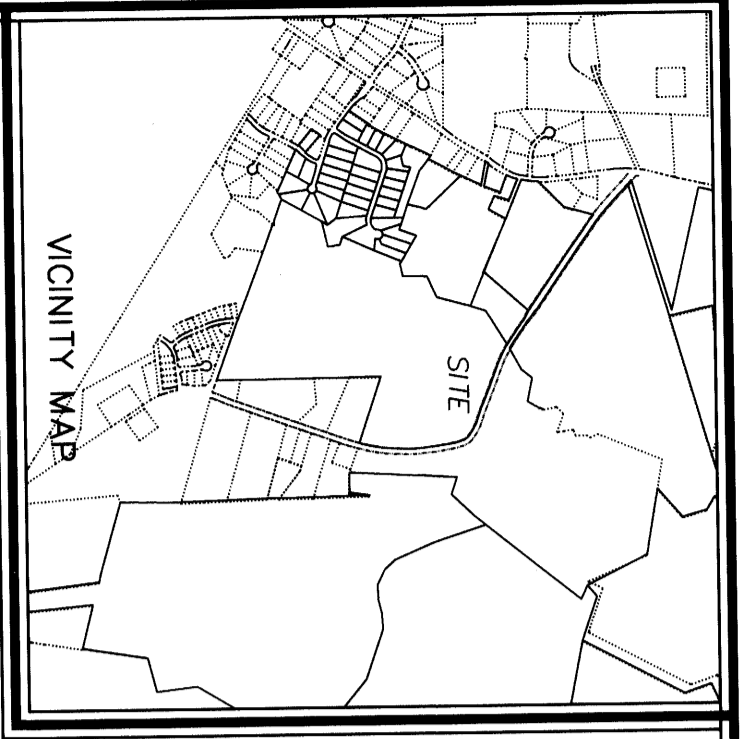


ESP Associates, Inc.  
 P.O. Box 7030  
 Charlotte, NC 28241  
 3475 Lakemont Blvd.  
 Fort Mill, SC 29708  
 704-583-4949 (NC)  
 803-802-2440 (SC)  
 www.espassociates.com

**PRELIMINARY PLAT**  
**NOT FOR RECORDATION**  
 CONVEYANCES OR EASEMENTS

CERTIFICATE OF SURVEY ACCURACY  
 I, ROBERT D. BARTLETT, CERTIFY THAT THIS PLAT WAS PREPARED FROM THE ORIGINAL BOOK MADE UNDER MY SUPERVISION (DEED DESCRIPTION ORDERED BY BOOK 288 AND PAGE 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 ACCURACY.  
 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 SCALE 1"=400' DATE December 18, 2025 DRAWN BY TFB CHECKED BY RDB DATE SURVEYED DECEMBER 2025 DRAWING NO 25-01456-SUR-002_ANNEX
LOCATED IN: NO. 4 TOWNSHIP CABARRUS COUNTY NORTH CAROLINA	CLIENT: <b>PULTE HOME COMPANY, LLC</b> 3430 TORINGDON WAY, SUITE 201 CHARLOTTE, NC 28277
<b>1.0</b>	
SHEET 1 OF 1	



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

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 PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER: **Jonathan Marshall** /s/ JRM  
BY: **Jeff Huss**

MAP /DEED REFERENCES

- DB 819 PG. 182 DB 5531 PG 252
- DB 6111 PG 83 DB 6111 PG 91
- DB 496 PG 733 DB 496 PG 736
- DB 318 PG 68 DB 6511 PG 70
- DB 2906 PG 274 DB 1241 PG 9
- DB 3538 PG 302 DB 1745 PG 80
- DB 7879 PG 239 DB 1198 PG 309
- DB 2120 PG 547 DB 785 PG 276
- DB 7054 PG 88

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 : 34,500.4 ; 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  
L-4411  
JAMES S. ARMSTRONG  
LAND SURVEYOR  
NORTH CAROLINA

CERTIFY TO ONE OR MORE OF THE FOLLOWING AS CHECKED BELOW:

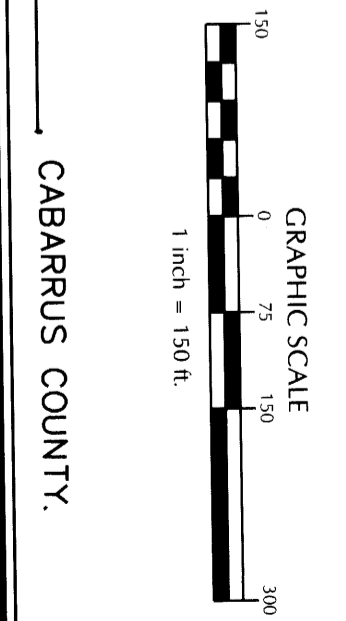
- A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE 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.

RECORDED IN BOOK OF MAPS \_\_\_\_\_ PAGE \_\_\_\_\_ CABARRUS COUNTY.



BASIS OF BEARING:  
NC GRID NAD 83

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

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

NO.	DATE	DESCRIPTION	BY
1	06-09-2008	PRIME: KSD/DST	
2		CHECKED: JSA	

SCALE: 1" = 150'

CAD FILE: BD\_08082

PROJECT NO: 2070568



# 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): 5/11/2026

January 22, 2026

Published Notice Date: 4/30/2026

Mailed Notice Date: 4/30/2026

Posted Notice Date: 4/30/2026

Final Action Applicant Notification Mailed Date: \_\_\_\_\_

Town Staff Signature: \_\_\_\_\_

**Record of Decision**

Reviewed By: \_\_\_\_\_

Recommendation:

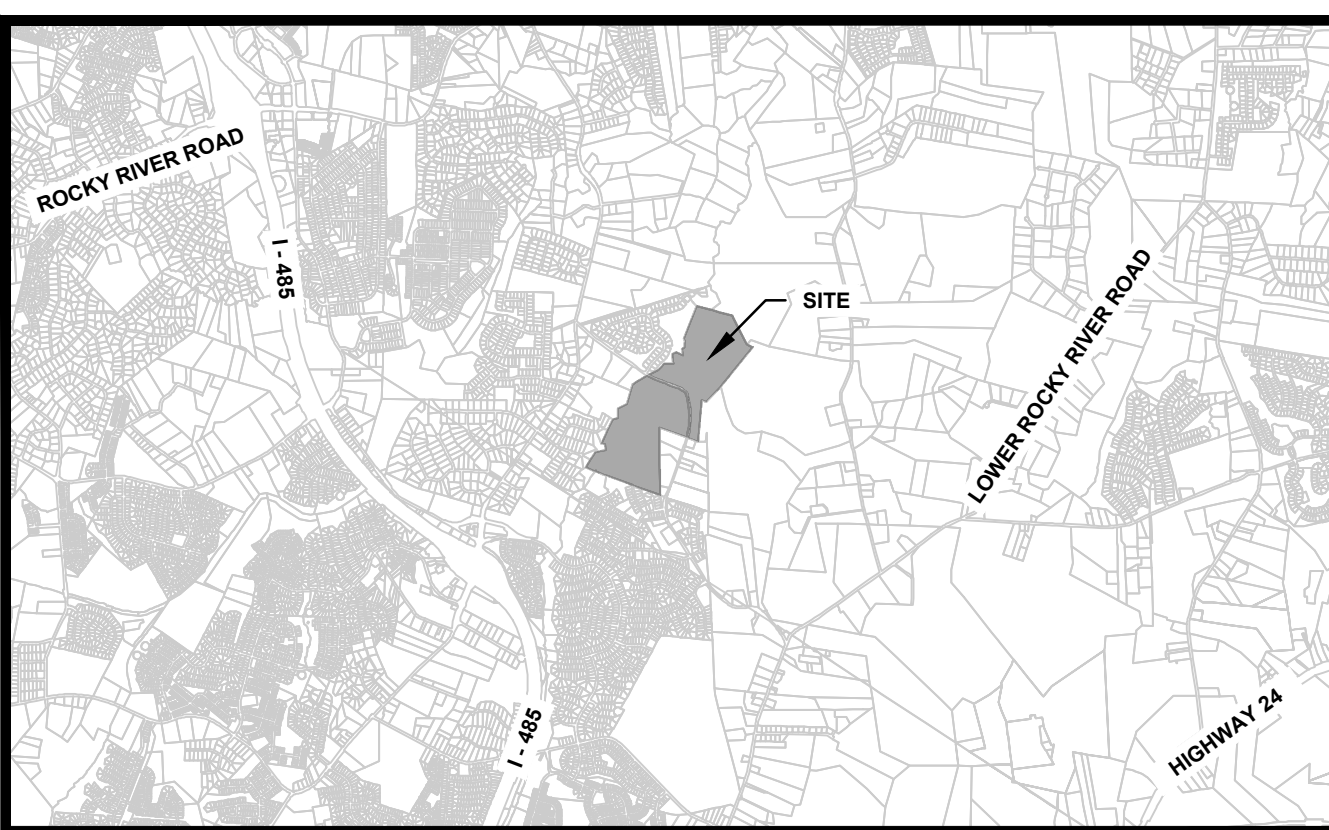
Approve

Deny

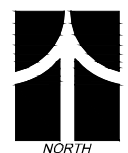
Final Action:

Approve

Deny



**VICINITY MAP**  
NOT TO SCALE



**DEVELOPMENT DATA:**

**TAX PARCELS:** 5515057320000 & 5515260428000  
**TOTAL ACREAGE:** +/- 175.67 ACRES (PER SURVEY)  
**LOCATION:** EXISTING: CABARRUS COUNTY, NORTH CAROLINA  
 PROPOSED: TOWN OF HARRISBURG, NORTH CAROLINA  
**ZONING:** EXISTING: CR (CABARRUS COUNTY, NORTH CAROLINA)  
 PROPOSED: C2-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 MIN.\*\*\*  
 PROPOSED: +/- 20.18 ACRES  
**CONNECTIVITY:** REQUIRED: 1.0 (LINKS/NODES)  
 PROPOSED: 1.56 (25 LINKS/16 NODES)  
**AVERAGE LOT AREA:** REQUIRED: +/- 14,500 SF MIN.  
 PROPOSED: +/- 15,353 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. (0.025 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:**

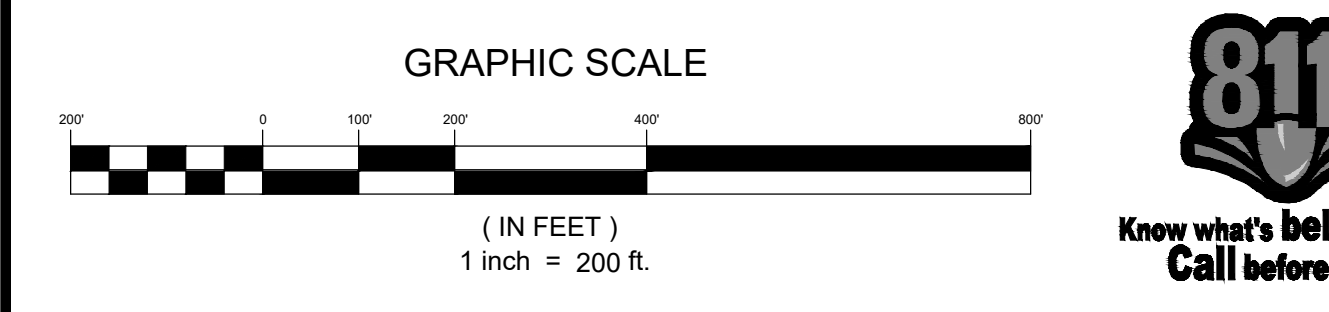
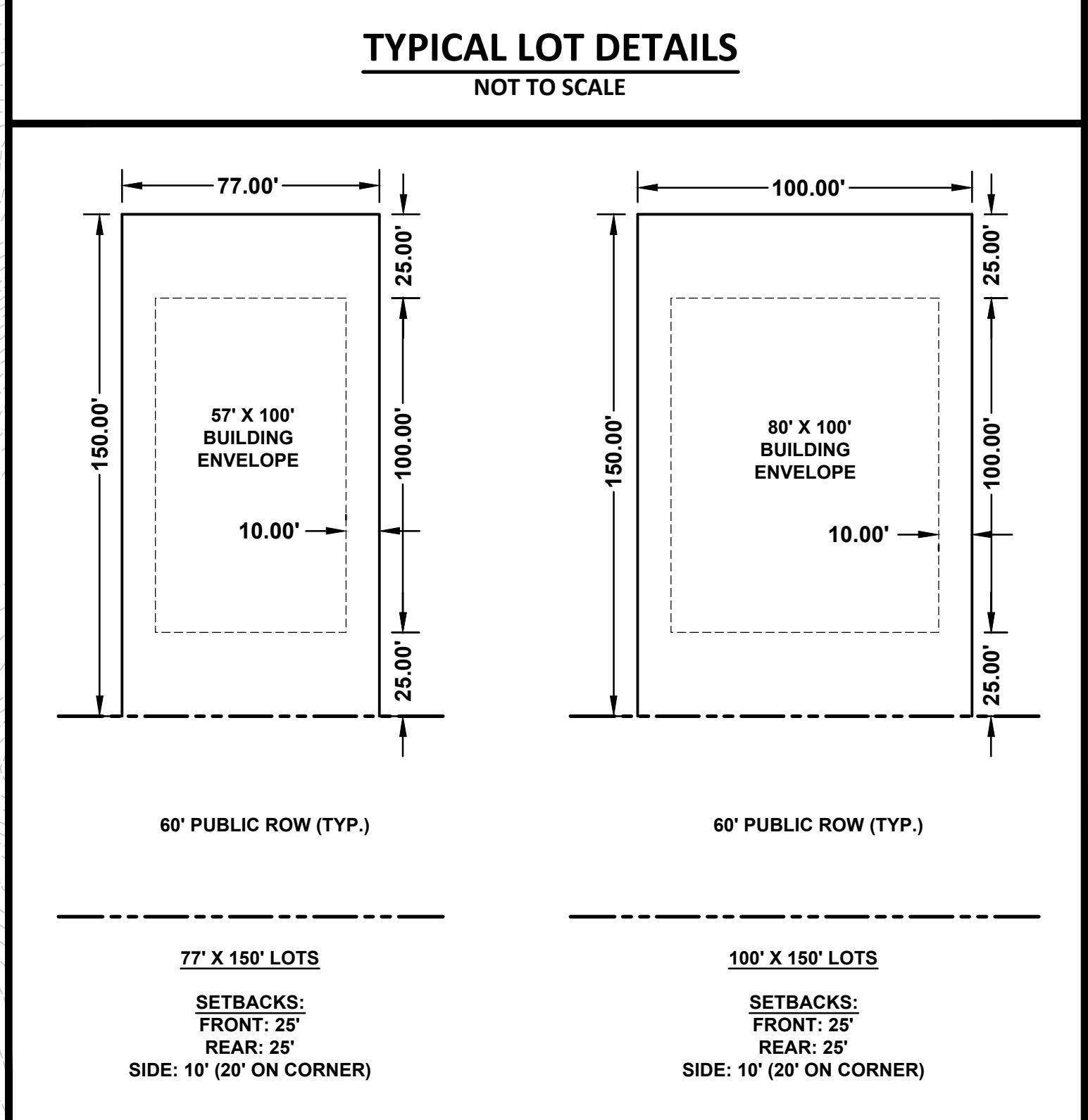
**TOTAL OPEN SPACE REQUIRED:** +/- 52.70 ACRES  
**PASSIVE OPEN SPACE:** +/- 28.79 ACRES  
**ACTIVE OPEN SPACE:** +/- 3.73 ACRES  
**PUBLIC PARK DEDICATION:** +/- 20.18 ACRES

**GENERAL NOTES:**

1. BASE INFORMATION PROVIDED BY A SURVEY TITLED "ALTA'SNPS LAND SURVEY OF TAX PARCEL 5515057320000 & TAX PARCEL 55152604280000 CONTAINING 175.667 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. STREAMWETLAND INFORMATION IS BASED ON PRELIMINARY INFORMATION PROVIDED TO ESP BY A REPORT TITLED "DELINEATION 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.

REF. #	OWNER	PIN	ZONING
1	HELSEY TIMOTHY JR & LAMB MICHAEL	5506837810000	CR
2	IVANOV MARINA D & IVANOV STANISLAV	5508339060000	CR
3	BASALDUA LUCY & BASALDUA MIGUEL	5506941240000	CR
4	COSTA MARIO DA CRUZ & COSTA MIRNA J	5509424170000	CR
5	MCCORKLE GARY JR & MCCORKLE TERESA	5506943730000	CR
6	RITCH COY L ESTATE & RITCH BRENDA K	5509924600000	CR
7	PARK JONG SU & PARK YOUNG OK	5506958950000	CR
8	HAWTHORNE AT HARRISBURG	55151701820000	CR
9	HAWTHORNE AT HARRISBURG	5515178730000	CR
10	FRED & IRIS ALEXANDER FAMILY LLC	55153810730000	CR
11	RHYNE FARMS II LLC	55153895110000	CR
12	CABIN HILL FARM LLC	55152393440000	CR
13	PORTER PAUL	55151461710000	CR
14	PORTER PAUL	55151442350000	CR
15	WALLACE BARBARA G	5515044800000	CR
16	WALLACE BARBARA G	55150448060000	CR
17	WALLACE MICHAEL REID	55150385670000	CR
18	PORTER PAUL	55150370750000	CR
19	PEACH ORCHARD ESTATES HOMEOWNERS ASSN INC	55150289030000	CR
20	PEACH ORCHARD ESTATES HOMEOWNERS ASSN INC	5509930380000	CR
21	CAROLINA WATER SERVICE INC OF NC	55099312030000	CR
22	CAROLINA WATER SERVICE INC OF NC	5509834670000	CR

OWNER	PIN	ZONING
DIVINE ARMISTEAD EUGENE ESTATE	5515057320000	CR
DIVINE ARMISTEAD EUGENE ESTATE	55152604280000	CR



NO.	DATE	REVISION	BY
1	03/16/2026	REVISED PER STAFF COMMENTS	RM

**ZONING MAP AMENDMENT  
CONCEPTUAL SITE PLAN**

**PEACH ORCHARD ROAD SITE**

PULTE GROUP, INC. TOWN OF HARRISBURG, NC

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

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 - 03/12/2026

## 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, Open Space and Buffers:

- 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

- Perimeter Buffers. All perimeter buffers required by the UDO, including the 50-foot Class D buffer (or 25 feet with a 6-foot berm, fence, or wall), shall be provided using a combination of the following strategies:
  - Preserved Natural Vegetation: Existing vegetation may be preserved where it meets the required buffer width, evergreen composition, and opacity performance of a Class D buffer.
  - Supplemental Plantings: Where existing vegetation is insufficient, additional evergreen trees and shrubs will be installed to achieve the required screening, evergreen percentages, and planting point totals.
  - Screening Elements: Fencing and/or berms may be incorporated to supplement plantings and help achieve the required buffer performance standards.
  - Utility Easements: Where utility easements (such as gas lines) prohibit plantings, the applicant may request Alternative Compliance to install a 6-foot opaque privacy fence along the easement, with plantings provided at the easement limits where feasible, to maintain overall Class D buffer performance.
- 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 requires residential developments exceeding thirty (30) dwelling units to provide a minimum of two (2) access points.

Pending amendments to the North Carolina Building 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 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.
- 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.

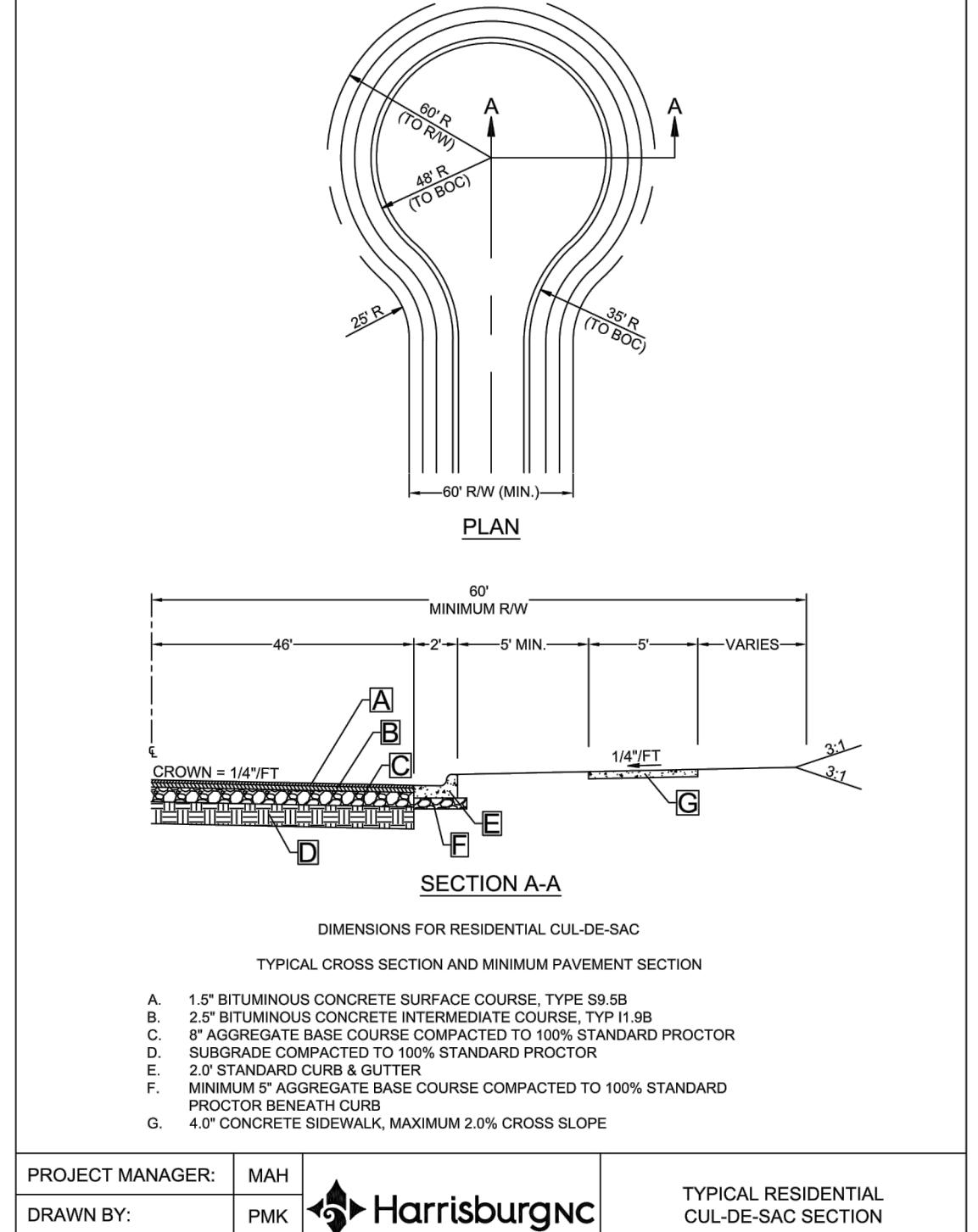
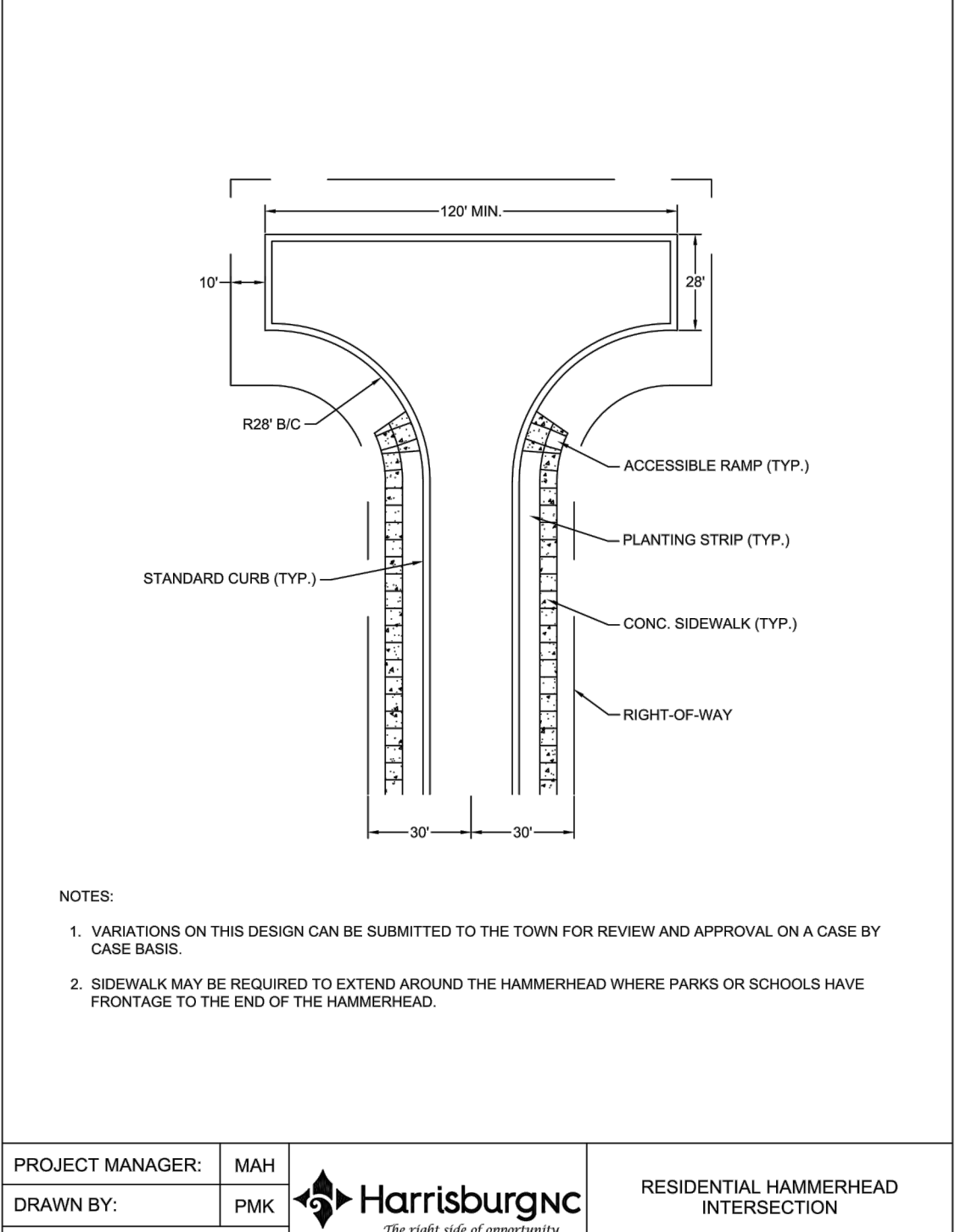
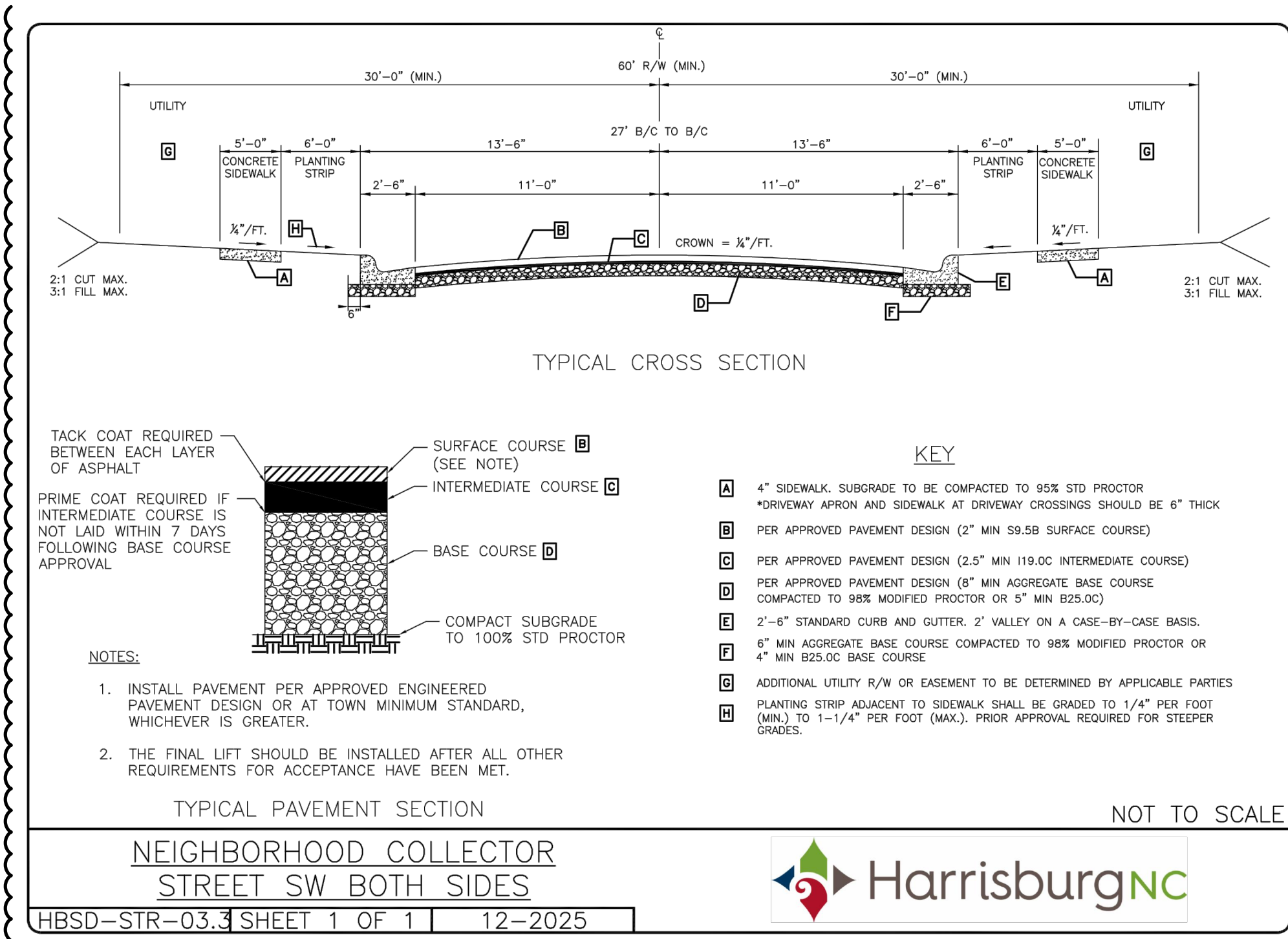
## Proposed Average Lot Area Data:

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	15306.30	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	19916.20
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**



**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

NO.	DATE	REVISION	BY
1	03/16/2026	REVISED PER STAFF COMMENTS	RM

**ZONING MAP AMENDMENT  
TECHNICAL DATA**

**PEACH ORCHARD ROAD SITE**

**PULTE GROUP, INC.**

**TOWN OF HARRISBURG, NC**

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

**PROJECT INFORMATION**

**PROJECT MANAGER: ER**

**DESIGNED BY: RM**

**DRAWN BY: CP**

**PROJECT NUMBER: 25-01456**

**ORIGINAL DATE: 01/30/2026**

**SHEET: 2 OF 3**

**Figure 141.04.03-5**  
Type D Buffer Planting Standards Without Fence or Wall

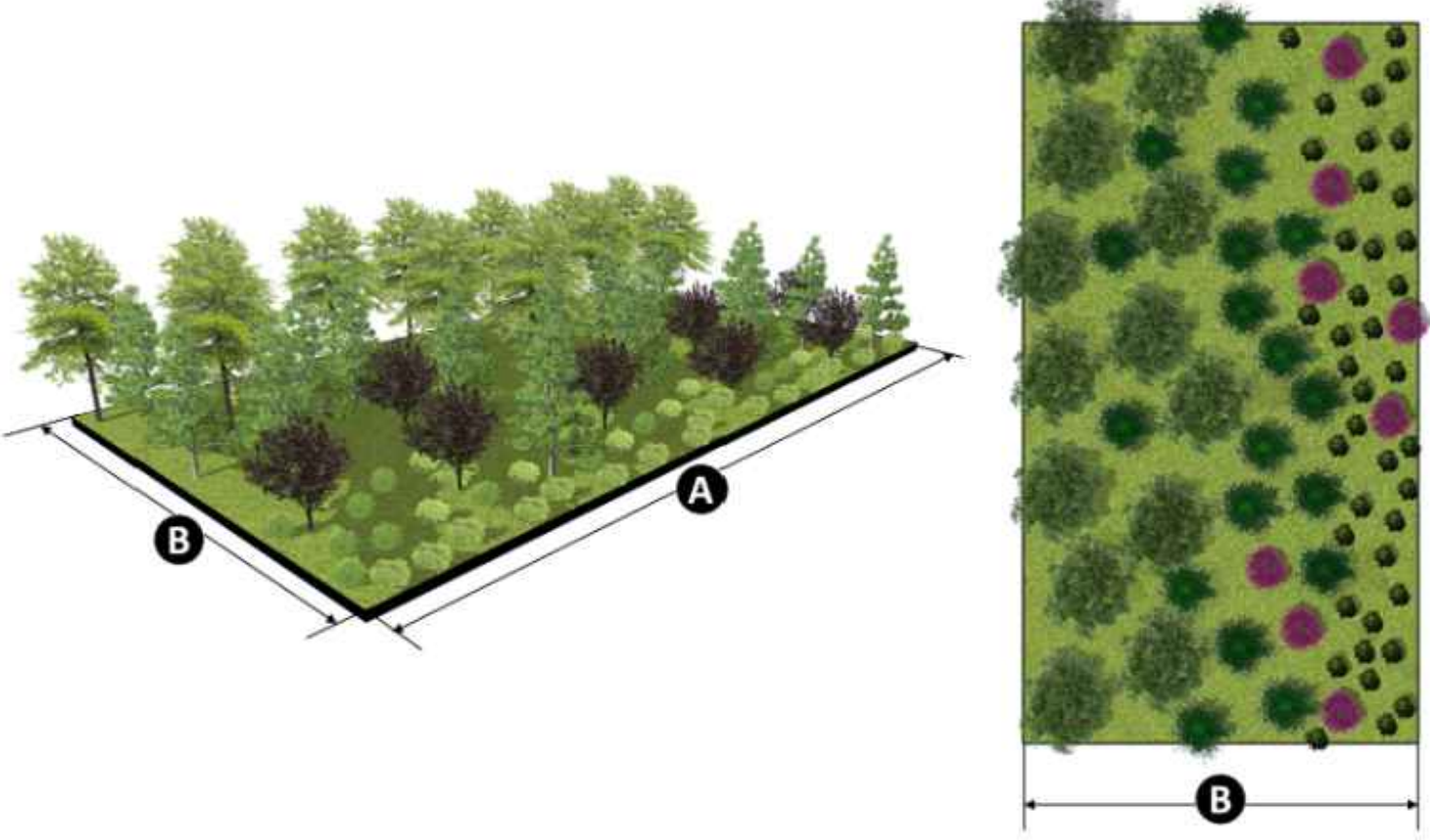
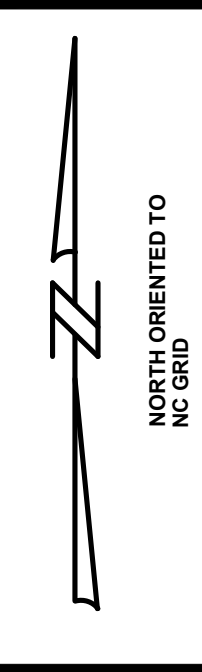
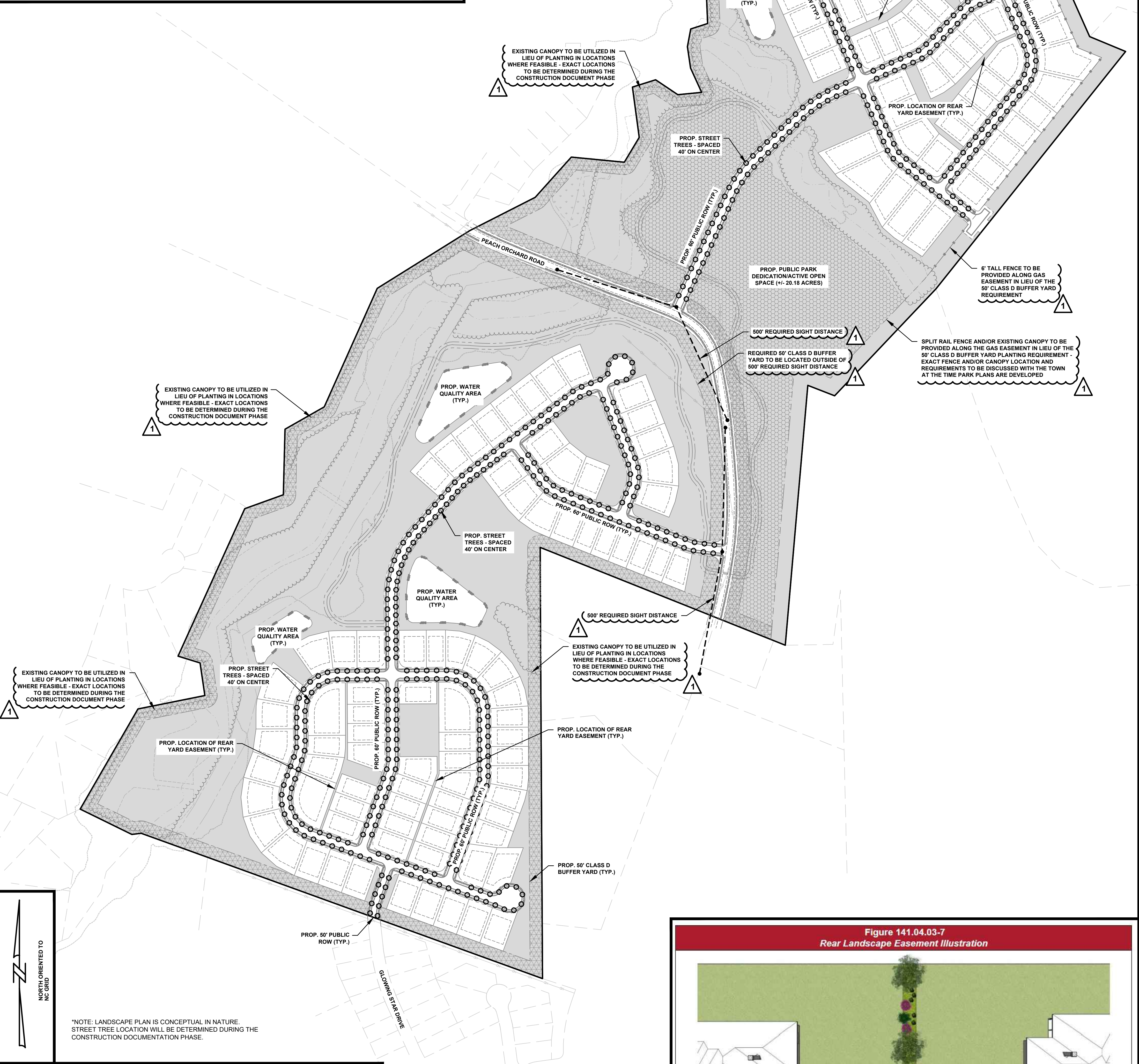


FIGURE NOTES: A = 100 feet; B = 50 feet

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

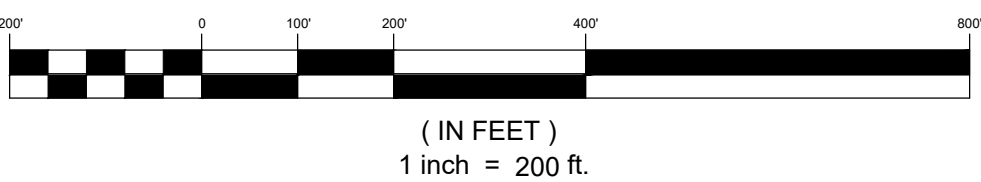
Buffer Yard Type	Minimum Width	Min. Required Shade Trees (per 100 linear feet)	Min. Required Ornamental Trees (per 100 linear feet)	Trees Required to be Evergreen (per 100 linear feet)*	Min. Required Evergreen Shrubs (per 100 linear ft.)
A	12'	3	5	2	10
B	15'	5	10	4	20
C	20' or 15' w/ 6' high berm, fence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



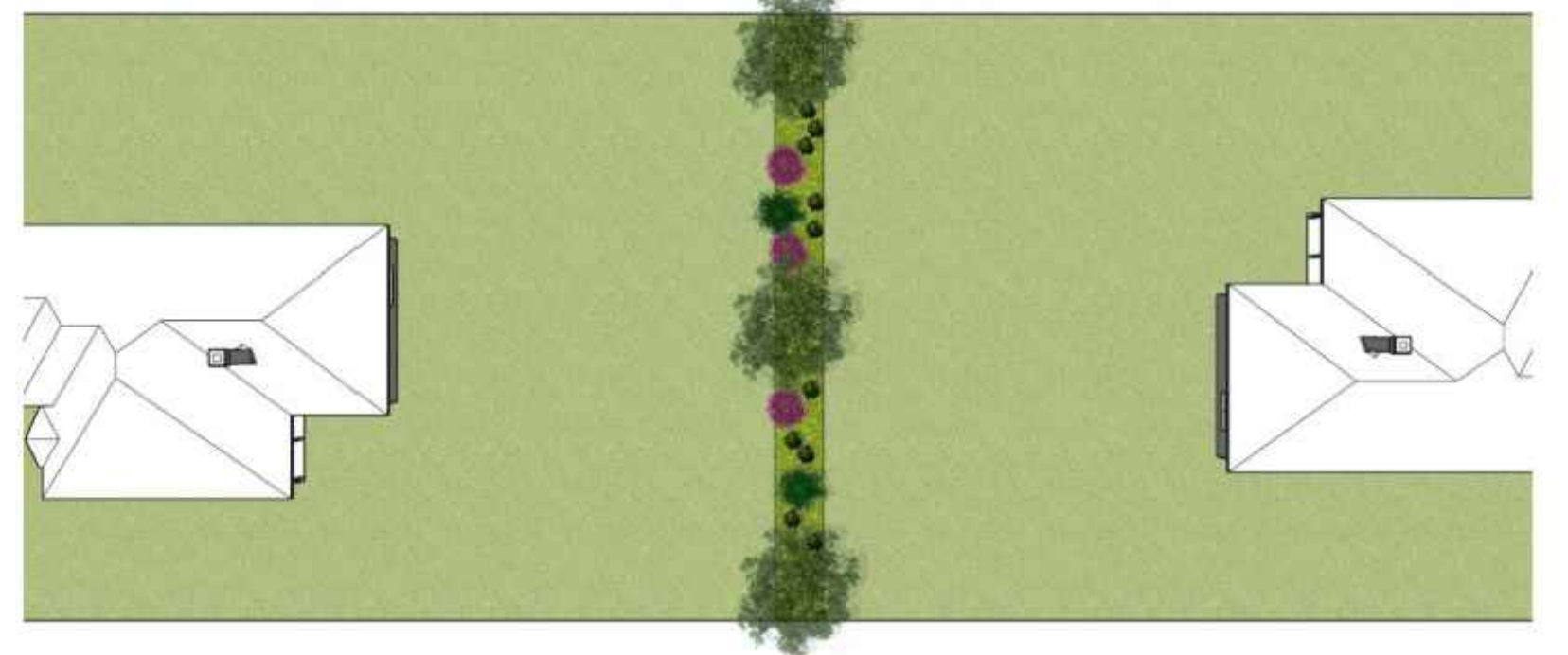
\*NOTE: LANDSCAPE PLAN IS CONCEPTUAL IN NATURE. STREET TREE LOCATION WILL BE DETERMINED DURING THE CONSTRUCTION DOCUMENTATION PHASE.

GRAPHIC SCALE



Know what's below.  
Call before you dig.

**Figure 141.04.03-7**  
Rear Landscape Easement Illustration



ESP Associates, Inc.  
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NO.	DATE	REVISION	BY
1	03/16/2026	REVISED PER STAFF COMMENTS	RM

ZONING MAP AMENDMENT  
LANDSCAPE PLAN

PEACH ORCHARD ROAD SITE

PULTE GROUP, INC.

TOWN OF HARRISBURG, NC

**PRELIMINARY**  
**NOT FOR**  
**CONSTRUCTION**

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



Existing 100 Year FEMA Floodplain (per Survey)

Prop. 60' Public ROW (typ.)

Prop. Bench Locations

Existing Tree Canopy

Prop. Soccer Field (55 yds x 110 yds)

Prop. Shade Structures

Prop. Playground (Ages: 2-5)

Prop. Soccer Field (55 yds x 110 yds)

Prop. Playground (Ages: 5-12)

Prop. Water Quality Area (typ.)

Potential Building Pad for Future Restroom/Storage - Building to be Designed and Constructed by Others

Prop. Parking (+/- 150 Spaces)

Existing Perennial Stream (per Report)

Existing Conservation Easement (per Survey)

Peach Orchard Road

Prop. 50' Class D Buffer Yard

Existing Overhead Power Easement w/ Wooden Poles (per Survey)

Existing Gas Easement (per Survey)

Split Rail Fence and/or Existing Canopy to be Provided Along the Gas Easement in Lieu of the 50' Class D Buffer Yard Planting Requirement - Exact Fence and/or Canopy Location Requirements to be Discussed with the Town at the Time Park Plans are Developed

Proposed Greenway Trail W/ 25' Easement - to Count Towards Active Open Space

**CONCLUSIONS**

Based on the capacity analyses performed at each of the identified study intersections, along with a review of the auxiliary turn-lane warrants contained herein, the following improvements have been identified to mitigate the impact of the proposed development on the adjacent street network:

**Robinson Church Road and Peach Orchard Road**

- Construction of a westbound right-turn lane along Peach Orchard Road with a minimum 100 feet of storage
- Construction of a southbound left-turn lane along Robinson Church Road with a minimum 100 feet of storage

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

- Construction of a southbound right-turn lane along Peach Orchard Road with a minimum 100 feet of storage
- Construction of a westbound right-turn lane along Lower Rocky River Road with a minimum 100 feet of storage
- Construction of an eastbound left-turn lane along Rocky River Church Road with a minimum 100 feet of storage

**Peach Orchard Road and Access 1**

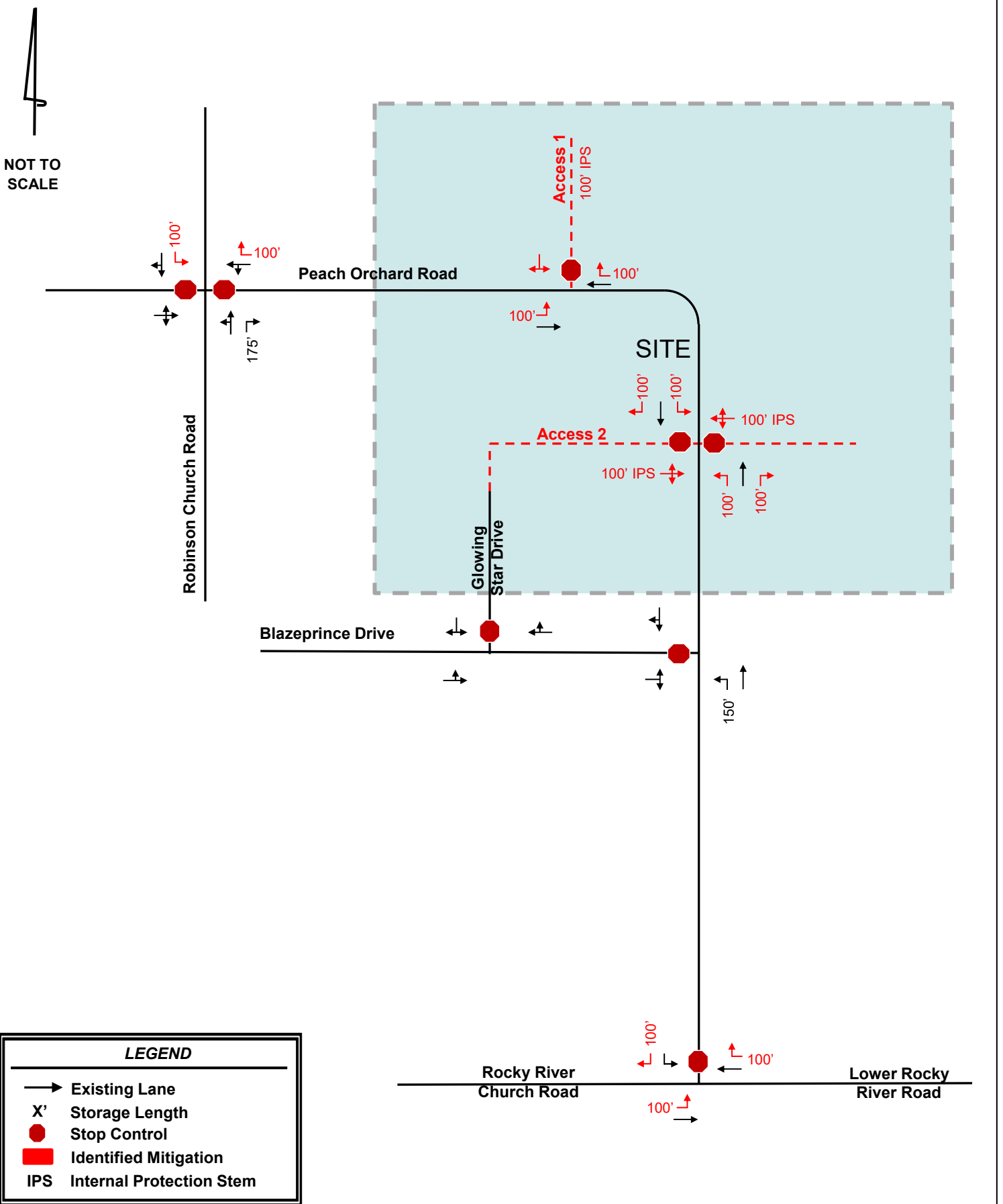
- Construction of the southbound approach of Access 1 with one ingress, one egress lane, stop-control, and an IPS of 100 feet
- Construction of an eastbound left-turn lane along Peach Orchard Road with a minimum 100 feet of storage
- Construction of a westbound right-turn lane along Peach Orchard Road with a minimum 100 feet of storage

**Peach Orchard Road and Access 2**

- Construction of the eastbound approach of Access 2 with one ingress, one egress lane, stop-control, and an IPS of 100 feet.
- Construction of the westbound approach of Access 2 with one ingress, one egress lane, stop-control, and an IPS of 100 feet.
- Construction of a northbound left-turn lane along Peach Orchard Road with a minimum 100 feet of storage
- Construction of a northbound right-turn lane along Peach Orchard Road with a minimum 100 feet of storage
- Construction of a southbound left-turn lane along Peach Orchard Road with a minimum 100 feet of storage
- Southbound right-turn lane along Peach Orchard Road with a minimum 100 feet of storage

The mitigation improvements identified with the study area are shown in **Figure 9**. The improvements shown on this figure are subject to approval by NCDOT and the Town of Harrisburg. All additions and attachments to the State and Town roadway system shall be properly permitted, designed, and constructed in conformance to standards maintained by the agencies, such as appropriate taper lengths.

NOT TO SCALE





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

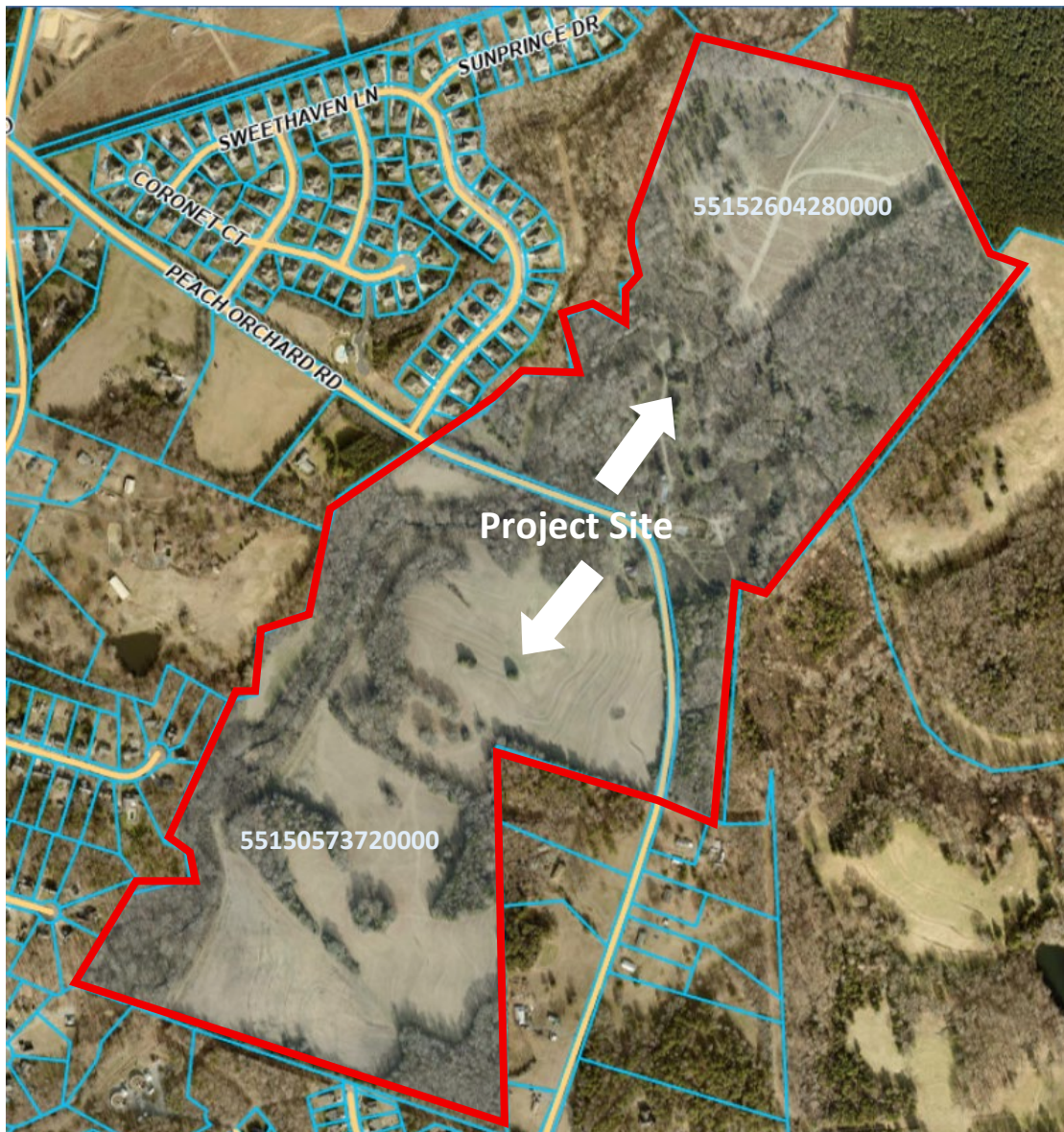
**Existing Land Use:** Vacant

**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 exists 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
<b>Conservation Development</b>	1-2 du/ac	30	14,500 SF	75 ft	35'	25'	10'	20'	25'	35
<b>Proposed Development</b>	.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:

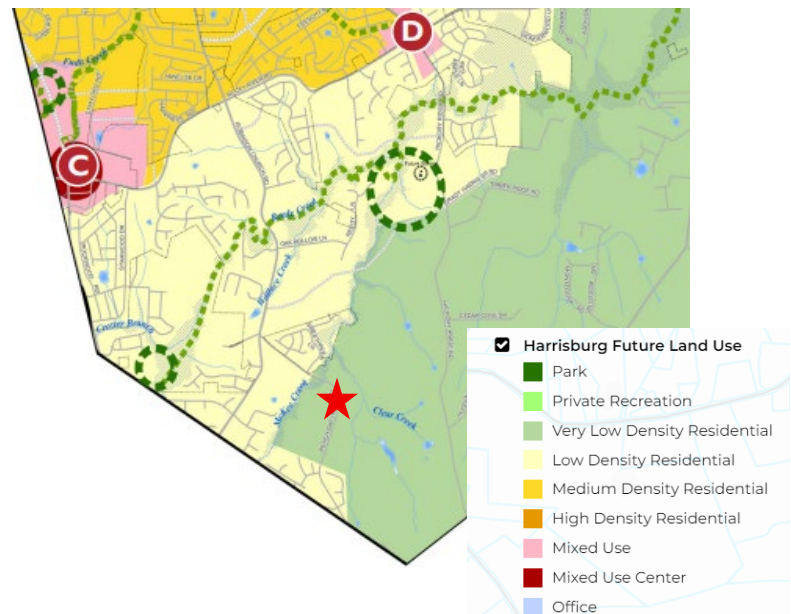
Type of Open Space	Required	Proposed
Active Open Space	3.73 acres	3.73 acres
Public Open Space (Dedication)	4.26 acres	20.18 acres
Passive Open Space	No minimum	28.79 acres
<b>Total Required</b>	52.70 acres	52.70 acres

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 Building 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 31<sup>st</sup> 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

## **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

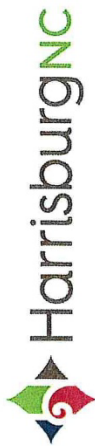


Sign In Sheet  
Meeting Date: 2/19/2026

**Neighborhood Meeting H-2026-01 R Peach Orchard Subdivision**

**Exhibit A**

PLEASE PRINT YOUR NAME	STREET ADDRESS	CITY	PHONE NUMBER	EMAIL
1. <del>MARY</del> MARTIN	3769 JOHN BOSTARD LA	CHARLOTTE	980.258.0721	robdelebsmartine@optonline.net
2. Mary jettts	11562 Macallano Dr	Charlotte	301-492-3059	mdulwa@bellsouth.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.				
11.				
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

Exhibit A (Cont.)

PLEASE PRINT YOUR NAME	STREET ADDRESS	CITY	PHONE NUMBER	EMAIL
1. Amy Norris	11275 Peach Orchard	Harrisburg		
2. Kaitlin Williams	4558 Surprise Dr.	Harrisburg		willikato@gmail.com
3.				
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15.				



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 Wallace	11460 Peach Orchard Rd	Harrisburg	704-737-3947	
2. Randy Hard	11495 Peach Orchard	Harrisburg	704-200-8010	
3. <del>_____</del>				
4.				
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**DEVELOPMENT AGREEMENT**  
**BY AND BETWEEN**  
**THE TOWN OF HARRISBURG, NORTH CAROLINA**  
**AND**  
**PULTE HOME COMPANY, LLC**  
**(DEVELOPER)**  
**AND**  
**ARMISTEAD EUGENE DEVINE ESTATE**  
**(OWNER)**

DRAFT

## **DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (together with the exhibits attached hereto, (the “Agreement”) is entered into effective as of the \_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the Town of Harrisburg, a municipal corporation of the State of North Carolina (the “Town”) and Pulte Home Company, LLC. (“Developer”), a Limited Liability Company and Armistead Eugene Devine Estate (“Owner”). The project (“Project”) is known as “Peach Orchard Subdivision.” The Town, and the Developer and Owner are sometimes separately referred to in this Agreement as a “party” or jointly referred to as the “parties.”

## **LEGAL FRAMEWORK**

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

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

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

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

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

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

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

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

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

### RECITALS

- A. The Developer is under contract to purchase fee simple ownership of real property described as Cabarrus County property PINs# 55150573720000 and 5515260428000 as further depicted in Exhibit A and defined in Paragraph 1 of the Terms of this Agreement. The Town requires the development agreement for the proposed rezoning, and pursuant to its purchase agreement, the Developer has full authority to rezone the property and enter into this Agreement.
- B. The Town is a local government entity, which is governed by its Town Council, and has full and complete authority to enter into this Agreement, which is being entered into for the public interest.
- C. The North Carolina Department of Transportation (the “NCDOT”) is the owner and maintenance provider of SR- 1169 (“Peach Orchard Road”).
- D. The parties have determined that it is in the best interest of each to enter into this Agreement as described below.
- E. The purpose of this Agreement is to facilitate the Development (as defined herein) of the Property, of which the Owner is the fee simple owner, in a way that best realizes the benefits to the parties including the Developer.
- F. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties.
- G. The Development of the Property is consistent with the Town’s Unified Development Ordinance (“UDO”) and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the Town:
  - a) Furthering the goals of securing an appropriate use and density on the Property and implementation of the Development Plan as shown in Exhibit B (as defined below); and
  - b) Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- H. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
  - a) Development rights for a residential development community consisting of one-hundred and forty-nine (149) detached single-family homes.
  - b) A sewer allocation in accordance with the Town’s “Wastewater Allocation and Commitment

Policy (see Exhibit D)

- I. The general benefits to be received by the Town from the Development of the Property include, without limitation:
- a) Enhancement of the tax base of the Town and provision of needed single-family housing;
  - b) Construction by Developer of public infrastructure as described in Paragraph K (n) and
  - c) Development of the Property in accordance with the Harrisburg Area Land Use Plan (“HALUP”).
- J. This Agreement would be a companion item to Rezoning Case - #H-2026-01-R Peach Orchard.

This Agreement was considered by the Harrisburg Town Council at its May 11, 2026 meeting, in a duly called and advertised public hearing. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the Town’s website and at Town Hall.

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

**TERMS**

- A. The Property. The real estate to be developed pursuant to this Agreement is described and depicted in the maps recorded in Map Book Page and Map Book Page and deed recorded in Book , Page of the Cabarrus County Public Registry (“Property”).
- B. Definitions. Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere in this Agreement:
- a) “Applicable Law” means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
  - b) “Current Regulations” means all ordinances, resolutions, regulations, and comprehensive plans adopted by the Town on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
  - c) “Development” shall have the same meaning as it does in the Harrisburg Unified Development Ordinance, Chapter 148: Word Usage.
  - d) “Zoning Permit” or “Development Permit” means any building permit, site plan, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
  - e) “Development Plan” means a type of plan that becomes part of the zoning of a property that establishes the level of development allowed absent further zoning action except as otherwise allowed or required under this Agreement, and which is incorporated into the zoning map change approved as part of Case #H-2026-01-R, and as set forth on Exhibit B hereto.
  - f) “Development Schedule” means the schedule for development as shown in Exhibit C.

- g) “Infrastructure” means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
  - h) “Local Government” means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.
  - i) “Parcel” means any lot of record on which Development may occur in accordance with the Development Plan.
  - j) “Project” means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.
  - k) “Property Owner” means (i) any person or entity, other than the Town, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.
- C. Relationship of the Parties. This Agreement creates a contractual relationship between the parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant, principal/agent, association, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. This Agreement does not impose any partnership obligation or liability upon either party. Further, this Agreement is not intended to create, nor does it create a relationship whereby the conduct of Developer constitutes “state action” for any purposes.
- D. Legislative Act. Any change in the Developer Obligations established by this Agreement and as set forth in Paragraph 11, shall require the approval of Harrisburg Town Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of Town Council. Town Council adopted this Agreement only after following procedures required by Applicable Law.
- E. Covenants Running with the Property. The conditions, covenants, and benefits set forth in this Agreement shall run with the Property, and every purchaser, assignee, or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be entitled to the benefits of this Agreement, as set forth in paragraph H. of the Recitals, for a duration of five (5) years in accordance with the terms of this Agreement. In addition, even after the term of this Agreement shall have expired, the zoning for the Property as described in the Development Plan shall survive and shall apply to future development of the Property, unless the Property is subsequently rezoned.
- F. Applicable Regulations.
- a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C. Gen. Stat. §§160D-1001 through 160D-1012. Development of the Property, including, without limitation, approval procedures and fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law.
  - b) Vested Rights. Pursuant to the authority granted therefor in N.C. Gen. Stat. § 160D-1001 through 160D-1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement.
  - c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding

any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity.

- d) Updates to Town Ordinances. Where any Town ordinance, fee structure, resolution, or regulation adopted after of the date hereof (a “New Ordinance”), differs from the Current Regulations, Developer may in its discretion, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the Town, and the Town shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.

G. Local Development Permits and Other Permits Needed. The parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Rezoning approval, Site Plan approval, plat approvals (preliminary or final), street, water, sewer, and stormwater construction drawing approval, zoning clearance permits, building permits, certificate of compliance, Town water and sewer permits, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions. It shall be the responsibility of the Developer to obtain all applicable local, state and federal permits and adhere to the terms and conditions of these permits.

H. Project Development

- a) Project Development. Developer shall construct the Project substantially in accordance with the provisions of Exhibit B (“Development Plan”) attached hereto, including improvements within the public right-of-way and this Agreement.
- b) Significant Changes. Significant changes to the Development Plan or the Development Agreement, which is incorporated into the Development Plan as a text commitment, shall be considered in accordance with the procedures set forth in the UDO and State law.

I. Town Obligations.

- a) In accordance with the Town’s Wastewater Allocation and Commitment Policy (see Exhibit D), Developer may apply for a Wastewater Allocation Permit (“Allocation Permit”) to supply public water and sewer treatment for the Project as provided therein for an amount not to exceed 149 lots.

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

K. Developer Obligations.

- a) Developer shall develop the property in accordance with the Development Plan and conditions of approval granted by the Town of Harrisburg on XXXXXX, 2026, as enumerated below. For purposes of this section, “Applicant” shall mean and refer to Developer as herein defined. The conditional zoning district shall be restricted to a 149-lot, single-family detached residential community as depicted in the Development Plan. The proposed Development includes a proposal for dedication of approximately 20.18 acres of open space to the Town and is due upon approval of the construction documents or as otherwise specified within this agreement.
- b) **A grade separated pedestrian crossing is required connecting the north and south development across Peach Orchard Road.**
- c) Obtain all applicable local, state, and federal permits required for development before any development activity can take place.
- d) The dedicated public open space to the Town shall be improved by the Developer with construction of a park, in accordance with the details in Exhibit E (the “Park Improvements”):
  - i) Two 55yd x 110 yd soccer fields with bermuda grass turf.
  - ii) A minimum of 3000 sq. ft. children playground area with artificial turf. Said playground shall include: a) play equipment for 2–5-year-olds and 5–12-year-olds children; b) benches; and c) shade structures.
  - iii) A paved parking lot consisting of 150 parking spaces and access driveway though the park connecting Peach Orchard Road with the primary road within the northeast parcel. Said access drive and parking lot shall be constructed in compliance with Town Standards.
  - iv) Utility connections for a future public restroom.
  - v) Said Park design, infrastructure, and equipment shall be approved by the Town during the construction document phase of the development.
  - vi) Construction of the Park Improvements shall commence prior to the issuance of a Certificate of Occupancy for the 75<sup>th</sup> single-family home. For purposes of this Agreement, “commence construction” shall mean mobilization and initiation of substantial work. Developer shall obtain all necessary construction plan approvals in advance of this milestone, and the Town shall not unreasonably delay in the issuance of any approval or permits necessary for Developer to commence construction.
  - vii) Developer’s obligation to design and construct the Park Improvements is limited solely to the improvements shown and described on Exhibit E. No additional equipment, facilities, lighting, irrigation, restrooms, trail extensions or other enhancements shall be required unless mutually agreed upon in writing by the Developer and the Town. Town review of the park construction plans shall be limited to confirming reasonable conformity with Exhibit E.
  - viii) Prior to the Town’s acceptance of the Park Improvements, the Developer shall provide a performance guarantee pursuant to NCGS 160D-801.1, securing completion of the required Park Improvements. Ther performance guarantee shall be released in full upon the Town’s acceptance of the completed Park Improvements. The Park shall be completed prior to the issuance of the 134<sup>th</sup> single-family home permit. Failure to complete the required Park Improvements, the Town will call in the performance guarantee.
  - ix) Upon substantial completion of the Park Improvements, the Developer shall notify the Town. Within thirty (30) days of receipt of Developer’s notice of completion, the Town and Pulte’s design engineer of record for the approved plans shall jointly inspect the Park Improvements. Any punch list items necessary to bring the Park Improvements into compliance with the obligations of Exhibit E shall be identified collaboratively. The Town’s failure to identify any issues within the thirty (30) day period shall be deemed an acceptance of the Park Improvements. Developer shall correct punch list items and submit a written request for reinspection. The Town and Developer’s engineer shall reinspect within fifteen (15) days of

- Developer's request and shall accept the Park Improvements upon confirmation that all listed items are complete. Acceptance shall not be unreasonably withheld, conditioned, or delayed.
- x) Following the Town's acceptance of the Park Improvements and Dedication, the Developer shall provide a one-year maintenance guarantee, in a form permitted under NCDGS 160D-801.1, securing correction of defects in material or workmanship for one (1) year after acceptance. Upon expiration of the maintenance period and correction of any identified items, the Town shall issue final acceptance and release the maintenance guarantee.
  - xi) Following the Town's final acceptance of the Park Improvements, the Developer shall have no continuing maintenance, operational, or liability obligations related to the Park Improvements or the dedicated park land.
- e) 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. Hardie Plank is acceptable as the primary cladding materials for any and all residential buildings.
  - f) No exposed concrete foundations are permissible, and appropriate cladding must extend to the ground level on all sides of the homes. Proposed walking trails shall be paved and constructed or bonded prior to the final plat. The construction of said walking trails shall occur prior to the 75<sup>th</sup> home building permit being issued.
  - g) A minimum of a type A buffer is required around the perimeter of the development and shall be designed and approved by the Town and Piedmont Natural Gas (if applicable). Existing vegetation proposed to be maintained to achieve required buffers shall be identified and inventoried within the required landscape plan in compliance with Section 141.04.03 of the UDO.
  - h) All ponds, if required, shall be wet detention ponds with fountains. Ponds shall be designed such that there is a minimum depth of 10' over at least 25% of the permanent pool area. Said pond shall be fenced with a fence (non-chain link) to delineate this area and will be determined at the construction plan phase.
  - i) Mitigation or replacement of heritage trees if damaged during construction, shall be performed in accordance with the Town of Harrisburg Unified Development Ordinance.
  - j) Mailbox clusters shall meet minimum ADA standards and Town regulations found in Section 140.04.07 B (12) of the UDO.
  - k) All streets shall be constructed to the Town of Harrisburg Engineering Design standards.
    - i) Alternate pavement schedule is not allowable.
    - ii) Roadways cross sections shall be consistent with the street details within the conditional zoning plan and shall provide a minimum of a 6 to 8 foot-wide landscaped area between curb and sidewalk/multi-use path to accommodate required street trees.
  - l) There will be no more than 10% of the residential units used as rentals at any given time and will be restricted as such by deed restriction.

- m) The annexation plat shall be recorded within 30-days of the approved annexation and conditional zoning petition.
- n) The following transportation improvements are required and shall be installed and complete prior to the first certificate of occupancy consistent with the approved Transportation Technical Memorandum.

**Robinson Church Road and Peach Orchard Road**

- Construction of a westbound right-turn lane along Peach Orchard Road with a minimum 100 feet of storage
- Construction of a southbound left-turn lane along Robinson Church Road with a minimum 100 feet of storage

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

- Construction of a southbound right-turn lane along Peach Orchard Road with a minimum 100 feet of storage
- Construction of a westbound right-turn lane along Lower Rocky River Road with a minimum 100 feet of storage
- Construction of an eastbound left-turn lane along Rocky River Church Road with a minimum 100 feet of storage

**Peach Orchard Road and Access 1**

- Construction of the southbound approach of Access 1 with one ingress, one egress lane, stop-control, and an IPS of 100 feet
- Construction of an eastbound left-turn lane along Peach Orchard Road with a minimum 100 feet of storage
- Construction of a westbound right-turn lane along Peach orchard Road with a minimum 100 feet of storage

**Peach Orchard Road and Access 2**

- Construction of the eastbound approach of Access 3 with one ingress, one egress lane, stop control, and an IPS of 100 feet.
- Construction of the westbound approach of Access 2 with one ingress, one egress lane, stop control, and an IPS of 100 feet.
- Construction of a northbound left-turn lane along Peach Orchard Road with a minimum 100 feet of storage.
- Construction of a northbound right-turn lane along Peach Orchard Road with a minimum of 100 feet of storage.
- Construction of a southbound left-turn lane along Peach Orchard Road with a minimum 100 feet of storage.
- Southbound right-turn lane along Peach Orchard Road with a minimum 100 feet of storage.

- L. Developer will be responsible for the acquisition of all necessary right-of-way to accommodate the required road improvements noted in Paragraph L of this Agreement. Should it be necessary, the Town will assist in the right-of-way acquisition process to the extent allowed under the North Carolina General Statutes.
- M. Developer will dedicate all public utilities and public right of way improvements to the Town and/or NCDOT as appropriate and required by Ordinance.
- N. Schedule. All work relating to the Project shall be in accordance with the specifications (zoning,

details, etc.) as detailed in the applicable Project documents (site plan, preliminary plat and construction drawings, etc.) and Exhibit C, Development Schedule and Public Facilities Schedule/Scope of Work.

O. (Intentionally Omitted)

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

Q. Default.

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

R. Remedies.

- a) Town Remedies for Developer Default. In the event of a Developer material breach of this Agreement and fails to cure such breach within a 60-day period following notice (or longer as set

forth above) the Town may:

i) Refuse to issue certificates of compliance for the Development.

ii) Rescind any sewer allocation permit

iii) Terminate this agreement.

b) Developer Remedies. If the Town fails to cure any material breach within a 60-day period following notice, then such breach shall be a “Town Default” hereunder, and Developer may be entitled to reimbursement of an amount of actual damages suffered by Developer from that breach, and shall not include any special, indirect, incidental, consequential or exemplary damages

S. General Provisions.

a) Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate five (5) years thereafter. The end of the term of this Agreement (the “Termination Date”), as may be extended from time to time by the parties or earlier terminated in accordance with the provisions of this Agreement.

b) Amendment. As required by N.C. Gen. Stat. § 160D-1006 (e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the parties formed this Agreement. A major modification or significant change of this Agreement shall include any change not agreed to by all parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified. Extensions to time periods set forth in this Agreement shall not constitute major amendments.

c) Severability. If any word, phrase, sentence, paragraph, or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

d) Merger. This Agreement, coupled with its exhibits, which are incorporated herein by reference, state the final and complete expression of the parties’ intentions with respect to the subject matter hereof.

e) Further Assurances. The parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties shall cooperate in defending such action.

f) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the parties established by this

Agreement shall be the Cabarrus County Superior Court.

- g) Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term “Developer” as used herein, shall denote (i) the named Developer herein, and (ii) any successor of Developer (which shall mean any person or entity that takes over the Project from Developer). The Developer shall record this Agreement in the Cabarrus County public records within fourteen (14) days after the execution of the Agreement by the parties. The rights and obligations contained herein shall run with the land.
- h) Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not parties or successors and assigns to this Agreement.
- i) Estoppel. Each party agrees, from time to time, within thirty (30) days after request of another party, to deliver to the requesting party or such party’s designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such party’s knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the party’s obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.
- j) Representations and Warranties of the Developer. The Developer represents and warrants to the Town that:
  - i) It is an entity duly organized, existing, and in good standing under the laws of the State of North Carolina; and
  - ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k) Force Majeure. In addition to specific provisions of this Agreement and except as provided in Paragraph 15, no party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such party’s reasonable control, including, but not limited to, strikes, lockouts, actions or inactions or unreasonable delay of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such party’s reasonable control or due to interference by another party, any date or times by which the parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such party. Written notice of such alleged delay shall be given to the other party within thirty (30) days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the parties. The parties agree that such consent to an extension of time shall not be unreasonably withheld.
- l) Construction of Agreement. Both parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a party hereto because such party drafted it or caused it to be drafted.
- m) No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of

the Town Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.

- n) E-Verify. For agreements that include construction or services, parties contracting with the Town as identified in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with E-Verify requirements to contract with a North Carolina local government entity.
- o) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the Town:

Robert Donham  
Town Manager

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

With copies to:

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

To the Developer:

Pulte Home Company, LLC  
c/o Daniel Rossi  
3430 Toringdon Way, Suite 201  
Charlotte, NC 28277  
  
Email: Daniel.Rossi@PulteGroup.com

With copies to:

Moore & Van Allen  
100 N. Tryon  
Suite 4700  
Charlotte NC 28202

Email: lisathompson@mvalaw.com

To Owner:                   Armistead Eugene Devine Estate  
                                  c/o Steve Rich and Robert M Critz, Co-Commissioners  
                                  33 Church St,  
                                  PO Box 745  
                                  Concord, NC 28025

                                  critz@critzpa.com  
                                  Steve.Rich@colliers.com

- a) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.
- b) Time for Performance. Any reference to “day” or “days” herein shall mean calendar day(s) unless otherwise specified, and any deadline or outside date set forth herein falling on a Saturday, Sunday, or holiday on which banks are closed for business in Harrisburg, North Carolina shall be automatically extended to the following business day.
- c) Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any Exhibits, the more stringent requirements shall apply.
- d) All improvements shall be deemed compliant if in substantial conformity with the Development Plan, applicable building codes, and the Current Regulations.

[Separate Signature Pages To Follow]

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

**TOWN OF HARRISBURG**

\_\_\_\_\_  
**By:** Robert Donham  
**Title:** Town Manager

Attest: \_\_\_\_\_  
Janet Rackley, CMC  
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

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

Witness my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public Signature

[SEAL]

My commission expires: \_\_\_\_\_

(NEED PRE-AUDIT)

**DEVELOPER**

PULTE HOME COMPANY, LLC

\_\_\_\_\_  
**By: Daniel Rossi**  
**Title: VP Land Planning and Development**

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

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

\_\_\_\_\_, \_\_\_\_\_.  
Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public Signature

[SEAL]  
My commission expires: \_\_\_\_\_

**OWNER**

**ARMISTEAD EUGENE DEVINE ESTATE**

**By:** Steve Rich  
**Title:** Co-Commissioner  
**By:** Robert M. Critz  
**Title:** Co-Commissioner

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

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

\_\_\_\_\_.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public Signature

[SEAL]

My commission expires: \_\_\_\_\_

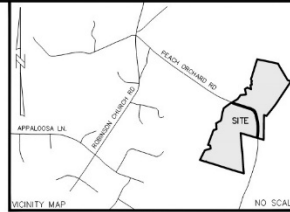
# EXHIBIT A Property Survey

**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 ACRES 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 NOS OR NCSS TRAVERSE WITHIN 2000 FEET OF THIS SITE.  
 SUBJECT TRACT GRAPHICALLY LOCATED WITHIN SPECIAL FLOOD HAZARD AREAS PER FEMA FIRM MAP NUMBER 3710250500M WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2018 AND 3710551500M WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2018.

**OWNERSHIP INFORMATION**

DB 12689 PG 290 & 294  
 CHRISTOPHER DANIGLO AND TRIA GOETZ DANIGLO, TRUSTEES OF THE TRIA DANIGLO SPECIAL NEEDS TRUST, OF BURNS TN.  
 DB 12689 PG 294  
 ANDREA DANIGLO, CHRISTOPHER DANIGLO AND TRIA GOETZ DANIGLO, TRUSTEES OF THE ANDREA DANIGLO SPECIAL NEEDS TRUST OF BURNS, TN.  
 ESTATE FILE 15-E-00048-120  
 DANNA DINE, HAL HAMILTON DINE, JR, JACQUELINE (JACKIE) DINE GRACE, CHRISTOPHER (CHRIS) DANIGLO, INDIVIDUALLY, CHRISTOPHER (CHRIS) DANIGLO AND TRIA GOETZ DANIGLO, AS TRUSTEES OF THE ANDREA DANIGLO SPECIAL NEEDS TRUST, CHRISTOPHER (CHRIS) DANIGLO AND TRIA GOETZ DANIGLO, AS TRUSTEES OF THE TRIA DANIGLO SPECIAL NEEDS TRUST, JOHN C. MUMFORD, III AND HEIRS OF ANN DINE HALEY, ESTATE OF AMELIA DINE DINE



**REVIEW OFFICER**

STATE OF NORTH CAROLINA  
 COUNTY OF CABARRUS

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

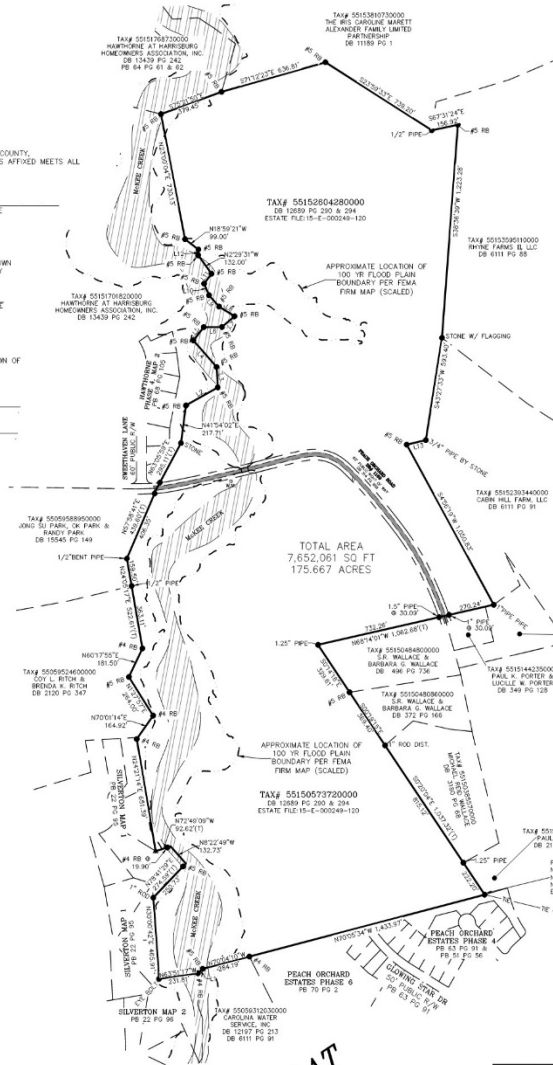
**OWNER CERTIFICATION**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADMIT THIS WITH MY FREE CONSENT.

**ANNEXATION CERTIFICATION**

THIS PLAT REPRESENTS ONE AREA GETTING ANNEXED TO THE TOWN OF HARRISBURG, NORTH CAROLINA PURSUANT TO NCSS 160A-58-1.  
 THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

MAYOR, TOWN OF HARRISBURG  
 ATTEST  
 TOWN CLERK



**LINE TABLE**

LINE #	DIRECTION	LENGTH
L1	S87°14'W	310.07
L2	S42°31'E	214.47
L3	N31°02'19"E	116.80
L4	N07°48'21"W	204.85
L5	N72°48'02"E	88.12
L6	S56°07'56"E	107.32
L7	N84°42'07"E	91.27
L8	N62°25'59"W	107.66
L9	N08°13'25"W	87.38
L10	N10°27'31"E	72.67
L11	N72°30'35"E	71.40
L12	N36°30'25"E	33.00
L13	N68°42'16"W	115.64

**LEGEND**

- DB = DEED BOOK
- PE = PLAT BOOK
- PL = PLAT
- BWF = BARBED WIRE FENCE
- WWF = WOVEN WIRE FENCE
- OU = OVERHEAD UTILITY
- REB = REBAR
- SR# = SECONDARY ROAD NUMBER
- SS = SANITARY SEWER
- SD = STORM DRAIN
- PLW = RIGHT OF WAY
- FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
- FIRM = FLOOD INSURANCE RATE MAP
- NCS = NORTH CAROLINA GEODETIC SURVEY
- EP = ELEVATION OF FINDER
- = FOUND CORNER
- ▲ = FOUND CONSERVATION EASEMENT DISC
- = SET CORNER (#5 REBAR)
- = BOUNDARY LINE
- - - = ADJOINING BOUNDARY LINE (NOT SURVEYED)
- - - = 100' W/ FLOOD PLAIN BOUNDARY (SCALED)
- ▨ = PAVEMENT
- ▨▨ = FEMA FLOODWAY



NOSS MONUMENT "TEACHES"  
 NO GRID COORDS  
 NAD 83/2011  
 N=549,380.16  
 E=1,512,953.88  
 ELEV 726.7 (NAVD 88)  
 G.F.# 03994253



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**ESP Associates, Inc.**  
 P.O. Box 7030  
 Charlotte, NC 28241  
 3475 Latham Blvd.  
 Fort Mill, SC 29708  
 704-583-4949 (INC)  
 803-502-2449 (SC)  
 www.espassociates.com

**PRELIMINARY PLAT**  
 NOT FOR RECORDATION  
 UNLESS INDICATED OTHERWISE

CERTIFICATE OF SURVEY  
 THIS PLAT WAS PREPARED FROM THE ORIGINAL RECORDS OF THE SURVEYOR UNDER HIS SUPERVISION (DEED DESCRIPTION). THE ORIGINAL RECORDS ARE SHOWN AS BROKEN LINES FOUND IN THIS PLAT. THE ORIGINAL RECORDS ARE FILED IN PAGE 2026-2-283. THAT THE SURVEY MEETS THE REQUIREMENT OF G.S. 47-30 THAT THE SURVEY IS OF ANOTHER CREATION, SUCH AS A RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SURVEY.  
 I, \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.  
 ROBERT D. GARTLETT NCLPS: L-3635

**ANNEXATION SURVEY OF:**  
**TAX PARCEL 55150573720000 &**  
**TAX PARCEL 55152604280000**  
**CONTAINING 175.667 ACRES**

**LOCATED IN: NO. 4 TOWNSHIP**  
**CABARRUS COUNTY**  
**NORTH CAROLINA**

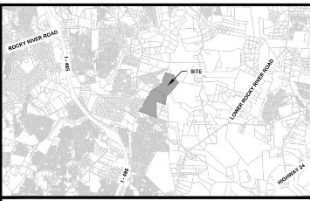
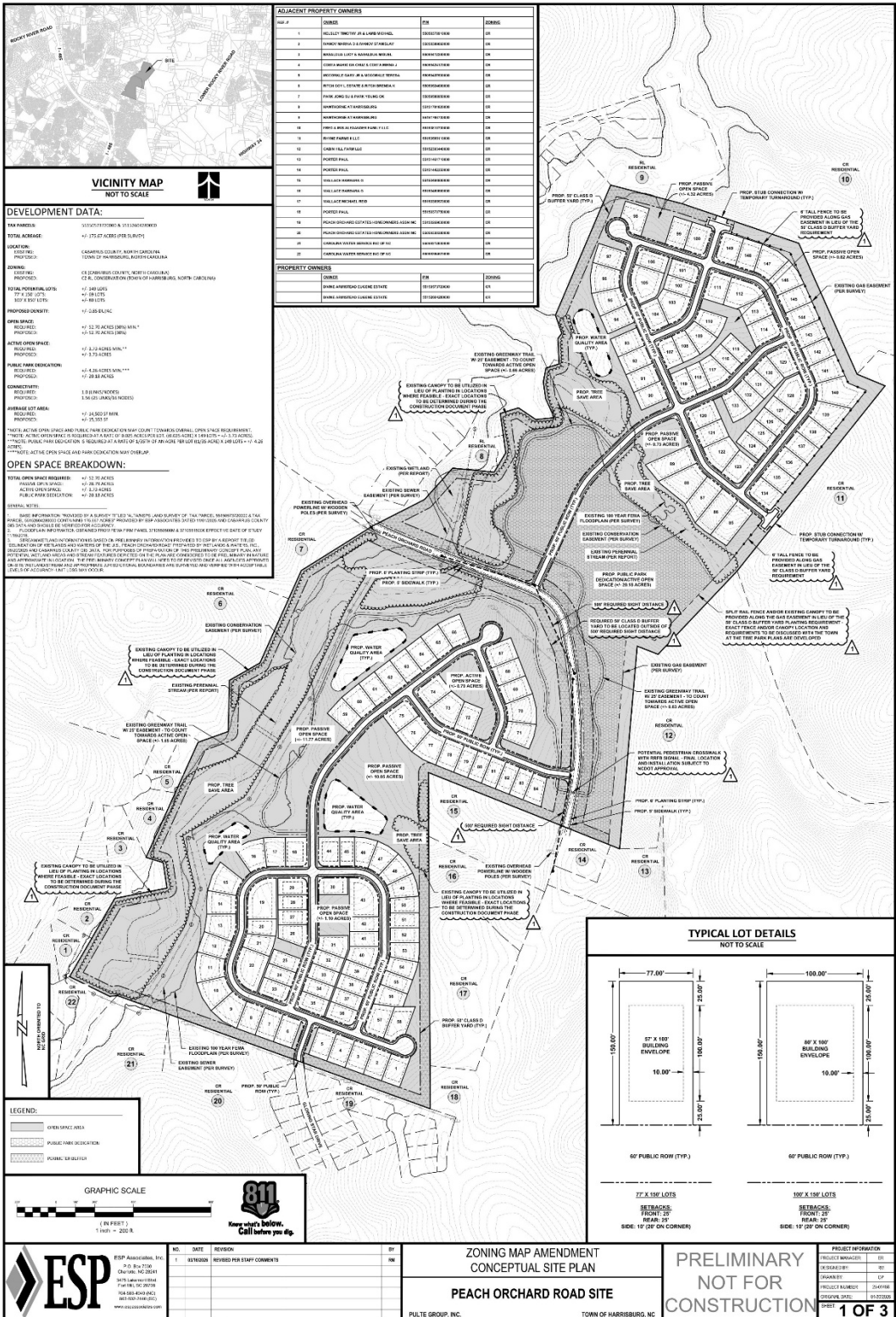
CLIENT:  
**PULTE HOME COMPANY, LLC**  
 3430 TORINGTON WAY, SUITE 201  
 CHARLOTTE, NC 28277

PROJECT NO: 25-01455-SUR-002  
 SCALE: 1"=400'  
 DATE: March 24, 2026  
 DRAWN BY: TTB  
 CHECKED BY: RDB  
 DATE SURVEYED: DECEMBER 2025  
 DRAWING NO: 25-01455-SUR-002-ANNEX

1.0

SHEET 1 OF 1

# EXHIBIT B Development Plan



VICINITY MAP  
NOT TO SCALE

**DEVELOPMENT DATA:**  
 PLAN NUMBER: 2024-000000000-001 (PROPOSED)  
 TOTAL ACRES: 17.27 ACRES PER SURVEY  
 LOCATION: 22200 PEACH ORCHARD ROAD, NORTH CAROLINA  
 TOWN OF HARRISBURG, HARRISBURG, NC  
 ZONING: R-10 (RESIDENTIAL)  
 TOTAL PERMITTED LOTS: 17 LOTS  
 PROPOSED DENSITY: 17.27 LOTS PER ACRE  
 OPEN SPACE: 1.12 ACRES (6.4% OF TOTAL)  
 PUBLIC PARK DEDICATION: 0.10 ACRES (0.6% OF TOTAL)  
 AVIATION LOT AREA: 17.27 ACRES  
 PUBLIC OPEN SPACE REQUIRED: 1.12 ACRES  
 PUBLIC OPEN SPACE PROVIDED: 1.12 ACRES  
 PUBLIC PARK DEDICATION: 0.10 ACRES

NO.	OWNER	ADDRESS	PERMITS
1	WELLS FARGO BANK	10000 WELLS	CM
2	WELLS FARGO BANK	10000 WELLS	CM
3	WELLS FARGO BANK	10000 WELLS	CM
4	WELLS FARGO BANK	10000 WELLS	CM
5	WELLS FARGO BANK	10000 WELLS	CM
6	WELLS FARGO BANK	10000 WELLS	CM
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**ADJACENT PROPERTY OWNERS:**  
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**LEGEND:**  
 OPEN SPACE AREA  
 PUBLIC PARK DEDICATION  
 PUBLIC OPEN SPACE  
 PUBLIC UTILITY

**GRAPHIC SCALE:**  
 1" = 200'

**TYPICAL LOT DETAILS:**  
 77' X 156' LOTS  
 100' X 156' LOTS

NO.	DATE	REVISION	BY
1	08/20/24	REVISED PER STAFF COMMENTS	ESP

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

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

PROJECT INFORMATION	
PROJECT MANAGER	ESP
DESIGNER	ESP
PROJECT NUMBER	2024-000000000-001
DATE	08/20/24
SCALE	AS SHOWN
SHEET	1 OF 3

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

1. Development of 149-lot, single-family detached residential community including all infrastructure improvements for water, sanitary sewer, paving, and drainage, in accordance with the approved construction documents for the Peach Orchard Subdivision.
2. Construction of road improvements detailed in Section K (n) ., with all transportation improvements to be completed prior to the first certificate of occupancy.
3. Comply with the requirements of the Town's Wastewater Allocation and Commitment Policy, adopted by the Town of Harrisburg on April 11, 2022, and as amended March of 2024.
4. Development Project is anticipated to be completed on or before 2031, but such construction completion timetable shall not be an obligation of Developer.

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



HarrisburgNC  
*The right side of opportunity*

## Wastewater Allocation and Commitment Policy

Originally Published: April 2022

Modified: March 2024

### 1. Term

- a. This policy shall control the preliminary allocation of wastewater capacity to projects requiring permits based upon 15A NCAC Subchapter 2T rules and the Water and Sewer Authority of Cabarrus County ("WSACC"). This Policy may be amended by the Harrisburg Town Council at any time.

### 2. Policy Applicability.

- a. All development within the Town of Harrisburg ("Town") which requires development approval in accordance with the Unified Development Ordinance (UDO) and any successor ordinance(s) will be required to make a request for a Wastewater Treatment Capacity Allocation Permit ("Allocation Permit"). Any existing development approval - with or without an Allocation Permit - that is modified or expanded in any way shall be considered a new allocation and will require a new Allocation Permit. More specifically, any increase in wastewater collection/treatment impacts, including discharge limits and volume allocation will require a new Allocation Permit.

In general, parcels of land with an existing wastewater service connection at the time of the adoption of this policy is considered to have an existing wastewater treatment capacity allocation based on current land and/or building use. A parcel of land with no wastewater service connection at the time of the adoption of this Policy is considered to not have an existing wastewater treatment capacity allocation.

Approval of a new or modified Allocation Permit will be at the sole and absolute discretion of the Town and shall be in accordance with this Policy. An allocation committee comprised of the Town Manager, Deputy Town Manager, and one staff member from each of the following Town Departments - Engineering, Public Works, and Planning, shall make allocation determinations under this Policy and hereafter referred to as "Allocation Committee".

b. Notwithstanding the provisions of Section 3, the following types of developments are exempt from the requirements of this Policy:

1. A single- or two-family home on one existing, recorded lot at the time of the adoption of this Policy.
2. New or expanded accessory building on a lot, where a primary structure already exists.
3. New additions or interior renovations to existing residential or commercial buildings.
4. Property serviced by a septic system which will not be connected to the Town's wastewater system.

### 3. General Policy.

The Town seeks to grant wastewater allocations in a way that supports its economic growth, economic diversity, strengthening of the tax base, creation of jobs, and promotion of high- quality development, while maximizing existing infrastructure and service delivery capacity. To provide a foundation for this policy, the Harrisburg Town Council hereby adopts the following broad development priorities and determines that they are in the best interests of the Town, its citizens and stakeholders.

This Policy provides that all development projects seeking an Allocation Permit fall into one of three (3) categories as described below. The priorities are rank ordered (first being most important).

- a. Priority 1: Economic Development and Strategic Reserve. This priority consists of a strategic reserve of wastewater treatment capacity to support future projects or development sites that support the general policy statement at the beginning of this Section IV, the Town economic development process, or municipal or civic facilities. These projects fall into a wide range of the development process from conceptual to preliminary plat or preliminary site plan submittal. In some cases no specific project will have been identified and only a high-level development carrying capacity estimate (density and design) for a particular site will be used. This estimate will be prepared by the Town. Further, a reserve amount for a general land development category (and not a specific site) may be set aside. The decision to set aside capacity for these projects, future sites and development categories will be at the sole discretion of the Town. Generally, these projects, project sites or development categories are expected to have significant positive community impacts. These strategic reserve projects, sites and development categories are intended to align with the following strategic priorities:

1. **Recent Town investments.** These are projects or project sites served by water, wastewater, storm water, street, buildings or other such public investments currently secured by current Town debt obligations.
  2. **Town Center Development.** These are projects or project sites: 1) located in the Harrisburg Town Center; and 2) identified by the Town as high quality that meet a Town need and complement the existing uses of Town Center
  3. **Economic Development.** These projects or project sites include commercial, office and industrial development (and similar uses) which create significant tax base, create jobs and require limited public resources.
  4. **Improved Town services or infrastructure.** These are projects that, if developed, will result in significant improvements to existing Town services or infrastructure through private financial participation. Examples may be partnerships on water or wastewater extensions that meet a Town need, or dedication of land for a public park. The improvements must be substantial in nature including a significant private commitment of funding or other public asset development.
- b. Priority 2: Waiting List Projects. These are projects that are not included in Section 3.a and have been previously denied a Wastewater Allocation Permit. The projects in this priority category become part of a waiting list and they are delineated as such on forms developed by Town staff. Should additional wastewater capacity become available from WSACC or from projects not proceeding expeditiously in accordance with this Policy, then projects on the waiting list will become eligible to request an Allocation Permit. Prior to considering approval of an Allocation Permit for a project on the waiting list, the Town shall review the project plan and re-affirm and/or update the prioritization scoring results based on any changes that may have been made to the project. This potential for assigning additional allocation will only occur once every six (6) months after receiving updated capacity reports from WSACC (expected by the end of January and July of each year) except in extraordinary circumstances as approved by the Town Manager. Projects that have secured preliminary plat or preliminary site plan approval at the time of the adoption of this policy shall be given first consideration for additional allocation over other projects.

#### 4. Procedure.

- a. Amount of wastewater allocation:
  1. The amount of wastewater allocation available and attributable to any designated calendar year shall be the amount given by WSACC to the Town,

as determined through the interlocal agreement executed by the Town Council.

2. The Town shall reserve at least 30 percent (30%) its available wastewater capacity for Economic Development projects and as a Strategic Reserve. As Economic Development flow is allocated, non-residential flow will be used to re-balance the Economic Development reserve, if available.
3. The Town shall allot from the remaining amount 40% to residential, 60% to non-residential .

Mixed use projects may be allocated using allocations from the non-residential and residential allocations, if available and approved by Allocation Committee.

- b. The owner or developer of any project requiring an Allocation Permit from the Town shall submit a written application via a form provided by Town staff. The application shall include detailed information on the amount of capacity necessary to serve the project, the nature of the project, project schedule and phasing in relation to demand of utility capacity, and other supporting information demonstrating how the project serves the needs and interests of the Town Additional information may be required and may be subject to other ordinances or policies of the Town and WSACC.
- c. Projects exempt from submitting a written application for wastewater treatment capacity allocation, still require Allocation Permit issued by the Town prior to construction commencing.
- d. In accordance with the Allocation Agreement, every six (6) months the updated wastewater treatment capacity available to the Town from WSACC will be reconciled with a list of projects that have applied for but have not yet received an Allocation Permit. At this time the Town will consider allocating some or all of its then available wastewater treatment capacity to strategic reserve projects and waiting list projects. There is no guarantee of any project receiving an Allocation Permit.

The assignment of any additional wastewater treatment capacity will only occur once every three (3) months except in extraordinary circumstances as approved by the Town Manager.

- e. Due to weather-related factors, the regulatory environment, and the dynamic nature of wastewater flow and treatment, accounting of available capacity is, by its very nature, inexact and subject to change. The Town will continually track allocation reservations granted and the amount of capacity available. Such reports do not constitute a policy statement, commitment or guarantee on the amount of capacity available for allocation.

- f. Allocation Permits issued by the Town will reserve the approved wastewater treatment plant capacity and permit the completion by the applicant of construction drawings. The Allocation Permit issued by the Town will be followed by the corresponding final allocation approval by WSACC following the final approval of construction drawings by the Town.
- g. Allocation Permits are not transferrable except upon written consent of the Town.
- h. Preliminary Allocation approvals
  1. Allocation Committee will be the body to approve preliminary allocation requests.
  2. Projects (excluding Economic Development) will be presented quarterly to the Allocation Committee. The Town Council will approve Economic Development projects separately.
  3. The Allocation Committee will be presented with current allocation available, and the impact of the projects presented on remaining capacity. Projects will be assigned prioritization points based upon the point system attached.
  4. Residential approvals may be phased to allow a maximum of 50 units per year. The 50 units is within a project and not cumulative Town-wide.
  5. If approved by the committee, a Preliminary Wastewater Allocation Permit shall be issued. A Preliminary Wastewater Allocation Permit may not be issued without the acceptance of Construction Documents for review by the Town, unless approved by the Town Manager. The Preliminary Permit will expire after six months. In the event where construction document approvals are not secured by the applicant within six months, a new Preliminary Wastewater Allocation Permit may be required. A project must have a valid Preliminary Wastewater Allocation Permit prior to receiving a final wastewater allocation, which shall occur at the time of utility permitting. The final wastewater allocation shall not be more than the preliminary wastewater allocation.
  6. Commencement of installation of water and/or wastewater infrastructure shall begin within 120 days of final permit approval, or approval shall be revoked. In cases where no utility extensions are necessary, construction permits must be obtained and building foundations constructed within 120 days of construction drawing approval or final allocation will be revoked.
  7. Any extension of preliminary or final wastewater allocation timelines must be approved by the Town Manager.

i. Project Prioritization Scoring

1. Projects will be scored using the table below.

**The project score is simply a guide for Town to evaluate the projects based on the given criteria.** Project scores do not guarantee acceptance or rejection and projects are also not specifically competing against each other. Project scores are one evaluation technique for Town Staff. Final allocation authority is the sole decision of the Town.

2. Projects deemed Economic Development projects will not be scored and will be evaluated by Town Council and potentially awarded an allocation through existing Economic Development processes.

RESIDENTIAL PRIORITIZATION EVALUATION

- Located within an adopted small area plan or growth nodes +2
- Vertical mixed use +2
- Redevelopment Site +1
- Horizontal mixed use +1
- Town Center Development +1
- Construction of an existing Town C.I.P. +1
- Low Density Storm Water Qualified +2
- Median lot sizes greater than ¾ acre +2
- Significant non-required Park and Rec. elements +1
- Contiguous Annexation -1
- Non-Contiguous Annexation -2

NON-RESIDENTIAL PRIORITIZATION EVALUATION

- Office +1
- Located within an adopted small area plan or growth nodes +1
- Part of an approved mixed-use plan or PUD +1
- Contiguous Annexation (Non- economic development) -1
- Non-Contiguous Annexation (Non- economic development) -2
- Industrial use +1
- Construction of an existing Town C.I.P. +1
- Complementary use to existing development\* +2

\*If seeking points for complementary use, the applicant should define the proposed use for the site and how it complements adjacent and nearby development.

j. Additional Factors which Town may consider.

1. Whether in Town's opinion, the application is for a land use which is consistent with the Town's adopted policies concerning growth and development, and
2. Such other factors as may be identified by the Allocation Committee in its deliberations, which either suggest that a particular application promotes or undermines the public health or safety, or the general welfare of the Town.

## 5. General Conditions

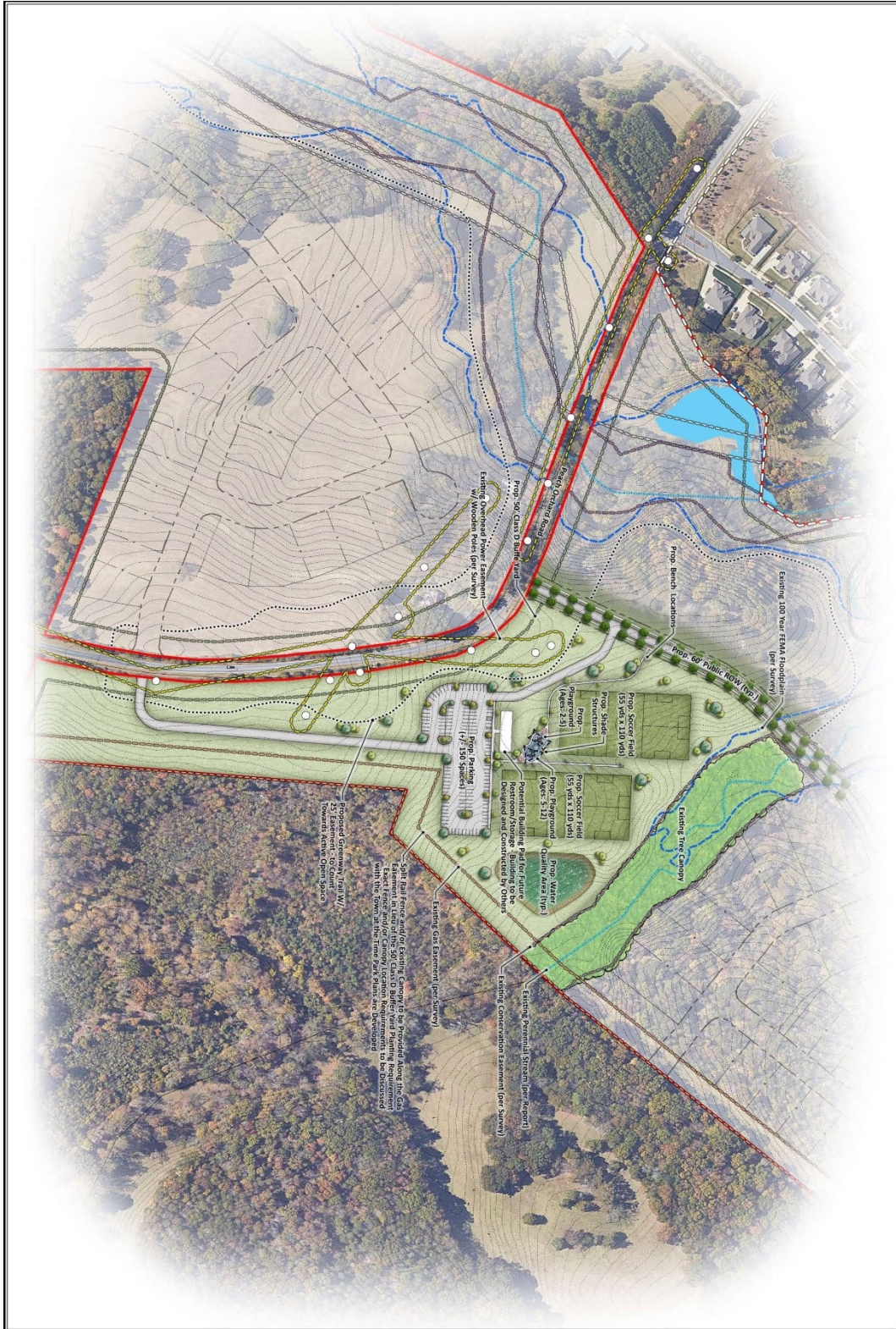
- a. This Policy shall replace any previous practices or policies on wastewater treatment capacity allocations adopted by the Town.
- b. Due to the limited wastewater treatment capacity, it is the intention of this Policy to prohibit "capacity banking" where valuable wastewater treatment capacity is allocated but not used by a development project within a reasonable timeframe. More specifically all allocation execution timeframes in accordance with section 4(a) shall apply to the priority categories described in Section 3(a-c) above unless otherwise approved by the Town Manager
- c. For large, multi-phase projects, an approved phasing plan will include specific timing of construction drawing submittals that will generally adhere to the principles of this policy; however, the first phase must comply with the timeframes of subsection 4(a). Notwithstanding the above, if contractual obligations between a developer and the Town provide a different schedule for securing these approvals the contractual obligations shall become the requirement.
- d. An Allocation Permit will expire if a project has not progressed in accordance with the timeframes described in Sections 4(a) above and any approved extensions. Projects with an expired Allocation Permit will be required to submit a new application. These projects will be placed on the waiting list described in Section 3(c).
- e. The final decisions on project phasing will be at the sole discretion of the Town Manager or designee due to the phased nature of wastewater treatment capacity increases and the intent to provide a fair and equitable allocation of capacity to as many development projects as possible.
- f. If a project is unsuccessful in obtaining any required federal, State, or local government permit or approval the allocation may be retracted. The Town shall bear no liability for any costs incurred by the applicant, or any further responsibility in the matter.

- g. Granting of a wastewater treatment capacity allocation does not imply or confer approval of any other applications or reviews as may be required by Town Ordinance or policy and does not imply or create any vested right.
- h. This policy shall be reviewed annually and, when appropriate, modified by Town Council.

## **6. Appeals Process**

Any issue relating to a decision assigned to any project may be appealed to the Town Manager. A final decision shall be rendered by the Manager. Such decision may be appealed to the Town Council who shall hear the appeal at the next regularly scheduled council meeting and render a final decision. Notice for any appeal shall be delivered to the Town Clerk for scheduling within following notice of the final decision by written notice or e-mail from the Town Manager.

# EXHIBIT E PARK IMPROVEMENTS & DETAILS





## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of FY2026 Budget Ordinance Amendment for North Carolina Amateur Sports Grant Proceeds

**Presenting Personnel:**

Jim Spina, Parks and Recreation Director

**Suggested Motion or Action:**

Motion to approve FY2026 Budget Ordinance Amendment for the North Carolina Amateur Sports Grant Proceeds in the amount of \$1,000.

**Description/Background:**

The Parks and Recreation Department was awarded a grant from North Carolina Amateur Sports for \$1,000 to purchase youth football helmets for the youth football program.

**Recommendation:**

Staff recommends approving the FY2026 Budget Ordinance Amendment for the North Carolina Amateur Sports Grant Proceeds in the amount of \$1,000.

**Fiscal Impact:**

The Town received the grant award for \$1,000 and will utilize this toward equipment purchases in the football program.

**Attachments:**

1. Amendment - GF - Parks NCAS Grant 05112026



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

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

**Section 1.** Amend the General Fund to account for the receipt of an North Carolina Amateur Sports Grant for football equipment purchases.

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

Increase line item 100-5000-55705	\$ 1,000
Program Costs – Pop Warner Football/Cheer	

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

Increase line item 100-48901	\$ 1,000
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 11<sup>th</sup> day of May, 2026.

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Jennifer Teague, Mayor

ATTEST:

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Janet Rackley, Town Clerk



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of a Construction Services Contract for Backcreek Greenway Connection at Raging Ridge Road

**Presenting Personnel:**

Jonathan Young, Public Works Director

**Suggested Motion or Action:**

Motion to approve the construction services contract for the Back Creek Greenway Connection at Raging Ridge Road to Ward Contracting, for an amount not to exceed \$98,925.

**Description/Background:**

The Back Creek Greenway Connection at Raging Ridge Road project will extend the existing portion of the Back Creek Greenway over to Raging Ridge Road. This project will provide direct access from Hickory Ridge High School to the existing greenway located behind the Camellia Gardens neighborhood. Town staff will install a pedestrian crosswalk with Rectangular Rapid Flash Beacons (RRFBs) at the northernmost entrance to the High School, connecting this portion of the greenway with the existing sidewalk, once the project is nearing completion. This will also tie into a sidewalk addition project that is currently being planned for the western side of Raging Ridge Rd. Upon completion of these coordinated projects, Raging Ridge Rd. will have sidewalk along both sides of the street, a protected pedestrian crossing for students, and direct access to the Back Creek Greenway network.

**Recommendation:**

Staff recommends approval of the attached construction services contract for the Back Creek Greenway Connection at Raging Ridge Road to Ward Contracting in an amount not to exceed \$98,925.

**Fiscal Impact:**

The fiscal impact of this contract is \$98,925. This project is being funded by the Town's annual greenway program.

This project was informally bid with an expectation of being under \$500,000 and received three submissions.

**Attachments:**

1. Backcreek Greenway Connection - Ward Contracting
2. Back Creek at Raging Ridge Conceptual Layout

# Ward Contracting

1310 S. Tryon St. Suite 106  
Charlotte, NC 28203

Phone: 980-201-9356

*estimating@wardcontractinginc.com*

<b>To:</b>	Town Of Harrisburg	<b>Contact:</b>	Jennifer Skuya
<b>Address:</b>	4100 Main Street Harrisburg, NC 28075	<b>Phone:</b>	704-4555614
<b>Project Name:</b>	Backcreek Greenway Connection	<b>Bid Number:</b>	
<b>Project Location:</b>	7321 Raging Ridge Rd, Harrisburg, NC	<b>Bid Date:</b>	4/8/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10100	Equipment Mobilization	1.00	LS	\$3,500.00	\$3,500.00
40001	Grading For Walking Trail (Includes Demo Of Existing, Haul Off On-site, Hauling In Suitable Material (Fill), Seed And Straw)	1.00	LS	\$30,000.00	\$30,000.00
90240	Asphalt Paving (6" ABC, 2" Surface S9.5C (1 Lift))	1,050.00	SY	\$56.50	\$59,325.00
80080	Place And Finish ADA Ramps (Minimum Charge)	1.00	EACH	\$2,850.00	\$2,850.00
91040	Install Striping And Signage (Minimum Charge)	1.00	LS	\$3,250.00	\$3,250.00

**Bid Price Subtotal:** \$98,925.00

**Total Bid Price:** \$98,925.00

**Notes:**

- Any Items not specifically listed in the above proposal are excluded from the pricing listed.

This proposal is valid for 30 days. Should award of the project be issued passed 30 days, Ward Contracting reserves the right to adjust pricing based on market conditions.

Pricing is based off plans dated \_\_\_\_\_

All third-party testing is to be paid for by others.

Ward Contracting will not fix any pooling or ponding occurrences if the slope of the paved area is less than 2%, either by plans or by field conditions.

If Ward Contracting is handling is not handling the grading scope, grading contractor is responsible for passing proof roll for subgrade prior to Ward Contracting's scope of work. Subgrade of +/- .1' and must have enough dirt to support scope.

Subgrade for Concrete scopes must be within +/- 1" with a material balance prior to Ward installing concrete.

Should additional fine grading be needed above and beyond what is listed in the above proposal due, a corresponding change order will be issued to cover the additional work.

Ward Contracting is not responsible for additional material resulting from poor subgrade.

Unless specifically noted, the work in the proposal above is assumed to be completed during normal day shift hours. Should the work needed to be performed at night weekends, additional fees will be assessed.

Unless specifically agreed upon, the above proposal shall be treated as a unit price contract. Billing will be based on actual quantities of work performed.

Ward Contracting must be notified and given opportunity to rectify any issues prior to any back charges being assessed.

Unless specifically noted, a payment and performance bond is not included in this proposal. Should a bond be needed, a fee of 3% of the total contract value will be assessed.

Should Ward Contracting be contracted to perform the proposed work, all terms and conditions listed in this proposal must be incorporated into subcontract agreement unless specifically agreed upon otherwise.

If any portion of the contract price is collected by or through an attorney at law after maturity, the purchaser agrees to pay attorney's fees. All disputes will be handled in Cabarrus County.

Payment terms are 30 days from receipt of invoice.

**Payment Terms:**

Net 30 Days

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Ward Contracting</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Evan Leupold 980-230-9528 <a href="mailto:evan@wardcontractinginc.com">evan@wardcontractinginc.com</a></p>
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