



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

**August 10, 2026
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. The meeting may be viewed remotely via YouTube at the following link:
[Meeting Video](#)
- B. AGENDA ADOPTION
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. SPECIAL PRESENTATIONS
- F. PUBLIC COMMENT - Anyone wishing to address the Town Council may do so during the Public Comment section. Please state your name and address for the record, be courteous and do not repeat what has already been said. Please keep your comments about the subject and not personal in nature.

2. CONSENT AGENDA

- A. Consider approval of the minutes of the July 13, 2026, Town Council Meeting
- B. Consideration of FY2027 Contract with Charlotte Referee Group, LLC for Youth Soccer Officials
- C. Consideration of Acceptance of Permanent and Temporary Utility Easements for the Morehead West Phase 1 Sanitary Sewer Project

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. Continuation of Public Hearings for H-2026-01 Peach Orchard Road: Noncontiguous Voluntary Annexation, Conditional Zoning Map Amendment, and Development Agreement relating to two properties for the purpose of developing a 149-lot residential neighborhood on 175 acres.
- B. Public Hearings and Consideration of Noncontiguous Voluntary Annexation H-2026-05-ANX and a Zoning Map Amendment H-2026-05-R for 7340 Paul Linker Place (PIN# 55273316120000).
- C. Public Hearings and Consideration of Noncontiguous Voluntary Annexation H-2026-02-Anx and a Zoning Map Amendment H-2026-07-R for 9274 Naron Lane (PID# 55066139710000).

5. **OLD BUSINESS**

- A. Temporary Municipal Dog Park Project Update and Consideration of Related FY2027 Budget Ordinance Amendments

6. **NEW BUSINESS**

- A. Consider Appointment of Kevin Johnson as ETJ Representative to the Harrisburg Planning & Zoning Board and Harrisburg Board of Adjustment
- B. Consideration of a Contract with Atlantic Pipe Services, LLC. for Culvert Rehabilitation on Leatherwood Lane, Patricia Avenue, and Williams Road

7. **ACTION ITEMS**

8. **CLOSED SESSION**

- A. Consideration of Entering Closed Session for Legal and Personnel Matters

9. **ADJOURNMENT**

Vision Statement

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

Mission Statement

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



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider approval of the minutes of the July 13, 2026, Town Council Meeting

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the July 13, 2026, Town Council meeting, as presented.

Description/Background:

Draft minutes of the July 13, 2026, Town Council meeting are presented for Council review and approval.

Recommendation:

Staff recommends approval of the minutes as presented.

Fiscal Impact:

No fiscal impact.

Attachments:

1. July 13 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, JULY 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, La'Trecia Glover, Chris Faw, Lex Thomas

ABSENT: Councilmember Ron Smith

1A.

CALL TO ORDER

Mayor Teague called the meeting to order.

1B.

AGENDA ADOPTION

MOTION:

Councilmember Thevenin made a motion to adopt the agenda as presented. Second was made by Councilmember Faw. **The motion passed 6-0.**

1C.

INVOCATION

Councilmember Thevenin conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

- **Presentation by Cabarrus County Sports Hall of Fame.** EZ Smith presented information concerning the history of the Cabarrus County Sports Hall of Fame. One hundred and seven individuals currently in the Hall of Fame. Will be inducting more in December. Providing two \$500 scholarships to each of the twelve high schools in Cabarrus County. Promoting investing in education and workforce readiness for students. Requesting Council provide \$2,500 per year to help fund the scholarships.

- **Presentation of this year's July 4th Celebration.** Data and results from this year's July 4th Celebration shared, including daily, hourly and total attendance of the event as well as duration of visits and overall experience.
- **Presentation of a proposed temporary Dog Park on existing Town property.** Staff presented a concept for a temporary municipal dog park on Town-owned property located at 6791 and 6765 Harris Depot Road, near School Circle, for Council discussion and direction. A dog park has been a recurring resident request, and this site — part of the larger property reserved for the future Fire Station 1 and Administration facility, which has no defined construction timeline — is the most practical Town-owned location available. A temporary dog park would put a portion of the property into regular public use while preserving its long-term purpose. The site is also used annually for the Town's two-day July 4th celebration; the proposed layout is designed to remain compatible with that use, and a portion of the property along Harris Depot Road outside the dog park and parking footprints will remain available to support event parking, though at a more limited capacity than is currently available on the open site.

Staff began evaluating this concept before the FY2027 budget was adopted, but too late in the process to complete the necessary site, cost, and operations analysis in time for inclusion. It is brought forward now as a policy discussion rather than a budgeted line item. Staff has prepared three scalable, planning-level options for Council consideration: a core/basic option (no more than \$75,000), a cost-conscious community option (no more than \$100,000), and an enhanced community option (no more than \$125,000). Each provides a functioning dog park with separate large- and small-dog areas, gravel parking, water access, seating, and waste stations, with fencing, shade, play equipment, and landscaping scaling up by budget tier. Scope can be adjusted based on Council's preferred level, and the project will draw on in-house support from Engineering, Public Works, Parks and Recreation, and Finance/Purchasing to control cost. Furnishings and portions of the perimeter fencing are also being selected with future relocation or reuse in mind, limiting the risk of lost investment if the site is later needed for Fire Station 1. This concept aligns with the Town's Strategic Plan by supporting quality of life, community-building, and responsible use of existing public property - advancing the Town's mission to enhance quality of life through collaboration, planning, and investment, and its vision of Harrisburg as a distinctive, family-focused community. It also supports the Town's goals of providing dependable public facilities and responsibly planning for the future, reflecting the values of commitment, community, collaboration, and stewardship.

After some discussion, the following action was taken:

MOTION:

Councilmember Cotell made a motion to direct staff to proceed with development of a temporary municipal dog park on the Harris Depot Road and School Circle property at a project budget not to exceed \$125,000, and to bring forward any required budget ordinance amendment necessary to implement the project. Second was made by Councilmember Faw. **The motion passed 6-0.**

1F.**PUBLIC COMMENT**

- Jim Eskew, 8010 Wycombe Court, Harrisburg – Introduced Junior Explorers Club with the Friends of Harrisburg Greenways.
- Maurice Price, 5096 Sunburst Lane, Harrisburg – spoke concerning the Mayor Pro-Tem issue
- Rosa Culver Sims, Harrisburg – spoke concerning the Mayor Pro-Tem recognition issue

2.**CONSENT AGENDA**

- A. Consider the minutes of the June 8, 2026, Town Council Meeting
- B. Consider H-2026-05-ANX, 7340 Paul Linker Place: Certificate of Sufficiency and Resolution Setting Public Hearing for Voluntary Noncontiguous Annexation
- C. Consider H-2026-02-ANX, 9274 Naron Lane: Certificate of Sufficiency and Resolution Setting Public Hearing for Voluntary Noncontiguous Annexation
- D. Consider Settlement Agreement for Utility Easements at 8046 Rocky River Road for the Fire Station #3 Emergency Traffic Signal Project
- E. Consider FY2027 Athletic Officiating Services Contract with Carolinas Umpire Association

MOTION:

Councilmember Thomas made a motion to approve the Consent Agenda. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

3A.**COMMUNICATIONS****TOWN MANAGER REPORT**

- State has passed their budget – Harrisburg will receive \$225,000 in direct allocations for infrastructure improvements.
- Reviewed several other bills that will affect the Town.

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 coming up on July 23rd at Clear & Company Eye Company. That's at 10:00am at Harris Square.
- Sheriff's National Night Out at the Cabarrus Arena August 4th from 5:00-7:00pm. Family-friendly event.
- Rockin the Burg Concert August 8th

3D.

COMMUNICATIONS

COUNCIL COMMENTS

Councilmember Glover

- Ribbon cutting for the Stephen M. Morris Behavioral Health Center in Concord on July 28th at 11:30am
- Held Mental Health Advisory Board quarterly meeting in June – discussed the impact of the opening of the new behavioral health center and how to have more preventative work in the community
- Thank you to Parks Team and every other staff member that made July 4th Celebration successful
- Had our Summit in Kannapolis where we talked about water/sewer issues
- Sent an email to Risk Management Services (RMS) with concerns about HB 171 and how that would affect us as a municipality
- Have been serving on the RMS Board of Trustees, and was elected vice-chair in the June meeting

Councilmember Banks

- Thank you to Parks and Recreation for help with our Juneteenth Celebration in June
- Attended retirement of Pastor Watkins from Oak Grove Baptist Church in June along with Councilmember Glover

- Can't say enough about the July 4th Celebration. It was my first time attending and it was great.
- Recently attended a meeting talking about co-governance and had the opportunity to meet people from across the country. Looking forward to bringing information from that to our Council at our next workshop.
- Would be remiss not to mention that the dais has still not been updated, looking forward to discussing further at Council workshop.

Councilmember Faw

- Just want to let Councilmember Smith know we are thinking about him. He cares about Harrisburg and we care about him.

4A.

PUBLIC HEARING

None

5A.

OLD BUSINESS

None

6A.

NEW BUSINESS

Consideration of Construction Contract with Kell Marketing Group, Inc. for the Town Hall Second Floor Upfit. The second floor of Harrisburg Town Hall was previously occupied by the Harrisburg YMCA, which vacated the space in September 2025. Since that time, Town staff have been evaluating how to use the second floor to address existing space constraints in Town Hall. The first floor is currently over capacity and does not provide sufficient space for existing staff and operations.

Over the past year, staff have worked with an outside consultant to evaluate long-term facility needs at Town Hall and identify interim improvements that can make the second floor usable for Town operations in the near term. This proposed contract is part of those interim improvements and would upfit the existing second-floor space to provide additional office areas, renovated staff spaces, restroom improvements, flooring, painting, electrical, plumbing, HVAC, doors, framing, ceiling tile, window wall, and related construction work.

To help manage costs, Town staff completed necessary demolition and preparation work in advance of the construction contract. Internal coordination among Public Works, Engineering, and Administration also reduced the amount of detailed design preparation needed before bidding the work.

The proposed contract with Kell Marketing Group, Inc. totals \$489,670.29. Staff has confirmed that this amount is intended to be the total not-to-exceed construction contract amount, inclusive of applicable taxes and fees. The project was procured through the informal bidding process for construction work below the formal bidding threshold. Three bids were received and evaluated, and Kell Marketing Group, Inc. was determined to be the lowest responsive and responsible bidder.

The proposed contract does not include all work necessary for the overall Town Hall improvement effort. Required sprinkler adjustments, blinds, technology-related items, and furniture are not included in this construction contract and will be handled separately within the overall Town Hall Renovation Project budget.

Approval of this item would authorize the Town Manager to execute the construction contract so the second floor upfit can proceed.

After some discussion, the following action was taken:

MOTION:

Councilmember Faw made a motion to approve a construction contract with Kell Marketing Group, Inc. for the Town Hall second floor upfit in an amount not to exceed \$489,670.29, inclusive of applicable taxes and fees, and authorize the Town Manager to execute the contract in a form approved by the Town Attorney and Finance Officer. Second was made by Councilmember Banks. **The motion passed 6-0.**

6B.

NEW BUSINESS

Consideration of Purchase and Installation Contract with Atlantic Power Solutions, Inc. for a Town Hall Backup Generator and Related FY2027 Budget Ordinance Amendments.

The Town of Harrisburg is seeking to install a backup generator at Town Hall to support continuity of operations during power outages. Town Hall houses the majority of Town staff, personnel files, and critical technology infrastructure. Backup power would allow essential Town Hall operations and support functions to continue during outage situations when it is safe and appropriate to do so.

This project was originally budgeted in FY2025, but the initial quotes received did not align with available funding. Staff subsequently refined the project scope and evaluated additional vendor options to achieve the desired operational outcome while more closely aligning the project with available budgeted funds.

The proposed purchase and installation contract with Atlantic Power Solutions, Inc. includes one 400 kW diesel generator, automatic transfer switches, electrical materials, permitting and labor, delivery, crane placement, a concrete equipment pad, startup and testing, and customer training. The quoted price is \$219,220.18, inclusive of applicable state and local taxes. Staff is requesting authorization for a total project amount of up to \$205,000.

The project was procured through the informal bidding process applicable to construction and installation projects with an estimated cost below the formal bidding threshold. Staff solicited three quotes for the purchase and installation work. Two responses were received, and the other was determined to be nonresponsive. Staff evaluated the responsive quotes, and Atlantic Power Solutions, Inc. was determined to be the lowest responsive and responsible provider meeting the Town's needs.

Approval of this item would authorize the Town Manager to execute the purchase and installation contract and approve the related FY2027 Budget Ordinance Amendments needed to fund the project.

After some discussion, the following action was taken:

MOTION:

Councilmember Glover made a motion to approve a purchase and installation contract with Atlantic Power Solutions, Inc. for a 400-kW diesel backup generator for Town Hall in the amount not to exceed \$219,220.18 (including taxes); authorize the Town Manager to execute the contract in a form approved by the Town Attorney and Finance Officer; and approve the related FY2027 Budget Ordinance Amendments. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

6C.

NEW BUSINESS

Consideration of Construction Services Contract with Carolina Siteworks, Inc. for the Oakley Drive Sidewalk Project and Related FY2027 Budget and Capital Project Ordinance Amendments. The Town of Harrisburg continues to prioritize pedestrian connectivity and accessibility throughout the community. The Oakley Drive Sidewalk Project supports that effort by adding sidewalk, curb and gutter, and storm drainage improvements along Oakley Drive between Sims Parkway and Harris Depot Road.

This project was originally funded in the FY2024 Capital Improvement Plan but was delayed due to staff turnover and project capacity constraints. Over the past year, Town staff have completed survey work and prepared the project design in-house to help keep the project within the available budget. This in-house design effort saved the Town approximately \$30,000, which is being redirected to construction funding. The project also includes a new pedestrian crossing at Sims Parkway, which will be installed by Town staff, resulting in an additional estimated savings of approximately \$20,000.

The project was formally bid, and the Town received seven bids. Although the final recommended contract amount is below the formal bidding threshold, staff elected to use the formal bid process because the anticipated bid range was uncertain and could have exceeded the threshold. After the apparent low bidder withdrew its bid, staff proceeded with the next lowest responsive and responsible bidder, Carolina Siteworks, Inc.

Staff worked with Carolina Siteworks, Inc. on value engineering and quantity adjustments, reducing the proposed construction cost from the original bid amount of \$439,466.50 to a not-to-exceed construction authorization of \$387,977. The proposed not-to-exceed amount includes a 10% contingency for quantity adjustments or unforeseen conditions, subject to Town approval.

Approval of this item would authorize the Town Manager to execute the construction services contract and approve the related FY2027 Budget Ordinance and Capital Project Ordinance Amendments. The amendments establish a total project budget of \$413,000, including \$1,000 for Professional and Legal Services and \$412,000 for Construction.

After some discussion, the following action was taken:

MOTION:

Councilmember Glover made a motion to approve a construction services contract with Carolina Siteworks, Inc. for the Oakley Drive Sidewalk Project in an amount not to exceed \$387,977; authorize the Town Manager to execute the contract in a form approved by the Town Attorney and Finance Officer; and approve the related FY2027 Budget Ordinance and Capital Project Ordinance Amendments. Second was made by Councilmember Banks. **The motion passed 6-0.**

7.

ACTION ITEMS

- Review Sports Hall of Fame request

8. CLOSED SESSION

None

9.

ADJOURNMENT

MOTION:

There being no further business, Councilmember Banks made a motion to adjourn the meeting. Second was made by Councilmember Glover. **The motion passed 6-0.**

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2027 Contract with Charlotte Referee Group, LLC for Youth Soccer Officials

Presenting Personnel:

Jim Spina, Parks and Recreation Director

Suggested Motion or Action:

Motion to approve the contract with Charlotte Referee Group, LLC to provide Youth Soccer Officials for FY2027 totaling \$86,732.

Description/Background:

The Town contracts with a third-party provider to schedule and provide qualified officials for its youth soccer program. Charlotte Referee Group, LLC has provided these services to the Town for the past seven years and has demonstrated the ability to supply the number of trained officials needed for the size and schedule of the program.

The proposed FY2027 agreement covers the Fall 2026 and Spring 2027 youth soccer seasons, including regular-season games and the Town's postseason games. The projected cost is based on anticipated team counts and game schedules, required officials by age division, per-game officiating rates, team booking fees, referee payment transaction fees, and Arbiter scheduling software fees.

Staff reviewed the availability of regional officiating providers and determined that the proposed provider continues to offer the service capacity, soccer-specific experience, familiarity with the Town's program, and coverage needed to support the Town's youth leagues. Staff also reviewed the proposed rates and considers them consistent with the prevailing market for comparable officiating services.

The current projected cost is \$40,884 for Fall 2026 and \$45,848 for Spring 2027, for a total contract amount not to exceed \$86,732. Actual expenditures will be based on the final number of teams, scheduled games, officials assigned, and any authorized cancellations or schedule changes under the agreement.

Recommendation:

Staff recommends approving the attached contract with Charlotte Referee Group, LLC for \$86,732

Fiscal Impact:

The fiscal impact of the contract with Charlotte Referee Group, LLC to provide officials for youth soccer is estimated at up to \$86,732. This is made up of the following seasons and sports:

Fall

-Youth Soccer: \$40,884

Spring

-Youth Soccer: \$45,848

Service contracts such as these do not require a specific bid process, but staff continually compare pricing against the market and weigh the best level of service with the best cost available. In evaluating the service level of this provider against the ability to improve pricing with a new provider, staff have concluded that there are currently no other vendors

in our region available to provide the level of service or the quantity of service that we require due to the size of our youth athletic leagues. Staff are confident the Town is paying the prevailing market rate with a provider the Town is happy with.

Attachments:

1. Soccer official Quote for Fall 2026 - Spring 2027
2. CRG Contract Template - Harrisburg PR - 07.01.26 - 06.30.27 (002)

Soccer Officials Budget Projection

Fall 2026 - Regular YOUTH Season

Soccer - Charlotte Referee Group LLC

Kevin Broadly

\$2.00 Transaction Fee will be assessed to the Total Cost Per Official Per Match - has been added to cost in officials per game

Item #	Description	Games	Officials Per Game		Price
Arbiter Software Fee	\$250 per season	1	\$	250.00	\$ 250.00
Booking Fee Per Team	\$90 Per Team, 77 Teams	77	\$	90.00	\$ 6,930.00
U7 Soccer - 1 Official Per game(12)	48 total games	48	\$	41.00	\$ 1,968.00
U9 Boys(12) and Girls(8) - 1 Offical Per Game	80 total games. - 1 Officials Per Game.	80		47.00	\$ 3,760.00
U9 Boys and Girls - Tournament Games	18 Tournament Gmaes	18		47.00	\$ 846.00
U11 Boys(8) and Girls(8) - 2 officials per game	64 total games. - 2 Officials Per Game.	64		106.00	\$ 6,784.00
U11 Boys and Girls - Tournament Games	14 Tournament Games	14		106.00	\$ 1,484.00
U13 Boys(8) and Girls(7) - 2 officials per game	60 total games. - 2 Officials Per Game.	60		126.00	\$ 7,560.00
U13 Boys and Girls - Tournament Games	13 Tournament Games	13		126.00	\$ 1,638.00
U15 Boys(5) and U16(5) Girls - 2 officials per game	40 total games. - 2 Officials Per Game.	40		138.00	\$ 5,520.00
U15 Boys and U16 Girls - Tournament Games	8 Tournament Games	8		138.00	\$ 1,104.00
U18 Soccer (4)- 2 Official Per game	16 total games. - 2 Officials Per Game.	16		160.00	\$ 2,560.00
U18 Soccer - Tournament Games	3 Tournament Games	3		160.00	\$ 480.00
				Total:	\$ 40,884.00

Spring 2027 - Regular YOUTH Season

Soccer - Charlotte Referee Group LLC

Kevin Broadly

Item #	Description	Games	Officials Per Game		Price
Arbiter Software Fee	\$250 per season	1	\$	250.00	\$ 250.00
Booking Fee Per Team	\$90 Per Team, 103 Teams	103	\$	90.00	\$ 9,270.00
U7 Soccer(8) - 1 Official Per game	32 total games	32	\$	41.00	\$ 1,312.00
U9 Boys(12) and Girls(8) - 1 Official Per Game	80 total games. - 1 Officials Per Game.	80		47.00	\$ 3,760.00
U9 Boys and Girls - Tournament Games	18 Tournament Gmaes	18		47.00	\$ 846.00
U11 Boys (11)and Girls(10) - 2 officials per game	84 total games. - 2 Officials Per Game.	84		106.00	\$ 8,904.00
U11 Boys and Girls - Tournament Games	19 Tournament Gmaes	19		106.00	\$ 2,014.00
U13 Boys(10) and Girls(6) - 2 officials per game	64 total games. - 2 Officials Per Game.	64		126.00	\$ 8,064.00
U13 Boys and Girls - Tournament Games	14 Tournament Gmaes	14		126.00	\$ 1,764.00
U15 Boys(6) and U16 Girls(4) - 2 officials per game	40 total games. - 2 Officials Per Game.	40		138.00	\$ 5,520.00
U15 Boys and U16 Girls - Tournament Games	8 Tournament Gmaes	8		138.00	\$ 1,104.00
U18 Soccer(4) - 2 Official Per game	16 total games. - 2 Officials Per Game.	16		160.00	\$ 2,560.00
U18 Soccer - Tournament Games	3 Tournament Games	3		160.00	\$ 480.00
				Total:	\$ 45,848.00

Fall 2026 - Spring 2027 Season Total for YOUTH Soccer	Total:	\$ 86,732.00
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CHARLOTTE REFEREE GROUP

SOCCER OFFICIAL BOOKING AGENCY
CONTRACT DATES : 07.01.26 – 06.30.27

PO Box 620785
CHARLOTTE NC 28025
T: 336.689.9586
E: CRO@CROREFEREES.COM

Town of Harrisburg

Cost of Services Booking Fee: \$90 per participating team per season

Referee Payroll Transaction Fee: \$2.00 Per Official Per Match Scheduled

Arbiter Software Fee: \$250 Per Season

- Billed in January (\$250) and August (\$250)

Cost of Officials:

Division / Age Group	Officials		2026	2027	2028	2029	2030
Adult (Full Sided)	3		\$90	\$90	\$95	\$95	\$100
Adult (Small Sided – All Divisions)	1		\$69	\$69	\$73	\$73	\$77
U17–U19	2		\$78	\$78	\$82	\$82	\$87
U15–U16	2		\$67	\$67	\$71	\$71	\$75
U13–U14	2		\$61	\$61	\$65	\$65	\$69
U11–U12	2		\$51	\$51	\$54	\$54	\$57
U9–U10	1		\$45	\$45	\$48	\$48	\$51
U5–U8	1		\$39	\$39	\$41	\$41	\$44

Breakdown of Per official Per Match Fee:

- Game Pay: Direct compensation to the official for match duties.
- Training, Certification, and Mentorship: Ongoing education, certification, professional development, mentor programs, and on-field evaluations.
- Insurance & Background Checks: Liability coverage and annual screening for all officials
- Advanced Referee Payment: Costs associated with paying Referees in advance of receiving payment from the organization

This comprehensive fee structure ensures not only fair compensation but also a robust, professional officiating environment for every match.

Biannual Rate Increase: Every even year (2024, 2026, 2028, etc.), a 5% increase will be applied to all rates, rounded up to the nearest dollar, effective January 1 of the adjustment year.

Additional Note: Tournaments, Events, Futsal / Indoor, Collegiate, High School, Middle School, Professional, Semi-Professional, US Soccer Affiliated Leagues are negotiated separately to this and added as addendums to this contract.

Clarification on Number of Officials

The number of officials per match will be mutually agreed upon by both parties prior to the start of each season based on the International Football Association Board and US Soccer Laws of the Game and the league rules. This may be adjusted mid-season via written addendum. Billing is per official, using the rates in the fee chart above.

Single Official Premium:

If a single official is assigned for matches that require offside enforcement or exceed the guidelines within the [US Soccer small-sided guidelines](#) (ex. Larger Fields, more players). Or a single official is assigned to full size or full sided (10v10 / 11v11) matches, the following fee adjustments apply:

- 130% for small-sided fields (Rounded up to the nearest Dollar)
- 150% for full-sided fields (Rounded up to the nearest Dollar)

Offside will not be strictly enforced in any single-official match meeting these criteria, however it will be loosely enforced subjective to the Referees discretion.

Referee Match Fee Example: For a U12 9v9 single-referee match on a 9v9 sized field or larger, the match fee if a single official is used will be, $\$51 \times 1.30 = \66.3 per match.

Requests from league organizers for additional officials, such as assigning 3 or 4 officials instead of 1 or 2 for a championship game is fully endorsed by Charlotte Referee Group and will be billed at the applicable per-official rate.

Contractor Duties

Provide certified officials to the **Town of Harrisburg** for soccer matches.

- Provide training and education to officials to ensure all necessary certifications are current.
- Ensure all officials have completed and cleared a background check within the past year and maintain compliance with current Town hiring guidelines.
- Provide officials with league rules, guidelines, and all pertinent documents.
- Ensure officials are dressed in the appropriate professional uniform for each match.
- Manage all payment services for assigned officials.
- Ensure timely arrival of officials prior to scheduled start times.
- Provide current proof of liability insurance, maintaining coverage for the entire service period.

All officials provided under this contract are independent contractors and not employees of the **Town of Harrisburg**.

Cancellation Policy

League Organizers reserves the right to cancel any match for any reason. In all cases notice to Charlotte Referee Group must be provided by phone call or text, in addition to an official cancellation email with the schedule of matches that are being cancelled.

Non-Weather-related Cancellations will be billed according to the 72-Hour (3 Days) Charlotte Referee Group cancellation policy. 72-Hour (3 Days) Cancellation Policy: Any referee fees associated with cancelled matches will be billed to the Town if cancellation occurs within 72 hours of the scheduled match date.

Weather-related Cancellations will not be billed for referee fees unless the cancellation occurs 1.5 hours or less before the scheduled kickoff time. If a match is canceled within this 1.5-hour window, referees will be paid in full for that match. However, if an official has multiple games scheduled and all are canceled due to weather within 1.5 hours prior to their first assigned match, the official will only be paid for the first match and not for any subsequent games scheduled that day.

Schedule Changes: Matches that are changed or moved to a new date, time, location, or otherwise altered are considered cancelled, and the new/changed match will be billed as a new match, subject to all other policies. Excessive changes to the schedule (25% of total games originally scheduled or more) may incur additional assigning fees at a rate of \$15 per match for youth games and \$25 per match for adult games.

Town Duties

Provide game and tournament schedules to Charlotte Referee Group at least three (3) weeks in advance of the first match date.

Provide necessary credentials for Charlotte Referee Group staff to access facilities before, during, and after scheduled matches.

The Town is solely responsible for providing and maintaining appropriate on-site security, first aid resources, and emergency response personnel or equipment during all matches and related activities. The Contractor and its officials are not responsible for providing security or first aid services and will not be held liable for incidents or injuries outside the scope of officiating duties. Emergency response is the Town's responsibility, according to its established procedures.

Must notify Charlotte Referee Group promptly of any changes to venue access procedures, facility closures or facility hazards.

Provide use of available facilities at no cost to Charlotte Referee Group for referee-specific functions related to training or recruitment. Requests must be submitted by email and will be granted so long as there is no existing booking.

Pay submitted invoices within thirty (30) days of receipt.

Duration of Contract

☒ The contract duration is one (1) year (365 days) from the date signed and/or agreed.

☐ The contract duration is Two (2) years (730 days) from the date signed and/or agreed.

If a new contract is not executed prior to expiration but services are still used, the most recent contract terms remain in effect on a month-to-month basis until a new contract is signed or either party provides written notice of termination.

All agreements and policies remain in effect for the calendar year while services continue.

Termination of Contract

If the **Town of Harrisburg** elects to terminate this Agreement prior to expiration, such termination is effective upon thirty (30) days' written notice to Charlotte Referee Group. All fees and funds previously paid are non-refundable.

The **Town of Harrisburg** remains liable for payment of all services performed and work completed up to the termination date. Outstanding amounts shall be invoiced and paid within thirty (30) days of receipt. Until payment is received, all outstanding obligations incurred prior to the termination date shall remain enforceable.

Early Termination for Breach: Either party may terminate early for material breach (including non-payment, failure to provide qualified officials, or failure to meet scheduled duties). Written notice of breach must be provided; the breaching party has ten (10) business days to cure the breach. If not cured, the non-breaching party may terminate immediately with written notice.

Termination Without Cause: Either party may terminate without cause by providing thirty (30) days' written notice. The Contractor shall be compensated for all services performed up to the termination date.

Charlotte Referee Group Signature : Kevin Broadley

Signed By : Kevin Broadley

Title : Owner & Executive Director

Date : 06.30.2026

Town Signature :
Signed By :

Title :

Date :



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Acceptance of Permanent and Temporary Utility Easements for the Morehead West Phase 1 Sanitary Sewer Project

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to accept the temporary construction easement and permanent utility easement granted by BFI Waste Systems of North America, LLC, over the property located at 488 Pitts School Road, Cabarrus County Parcel Number 5508-37-7335-0000, for the Morehead West Phase 1 Sanitary Sewer Project, and authorize the appropriate Town officials to complete and record the easement documents.

Description/Background:

The Morehead West Sanitary Sewer Project is a multi-year capital improvement project designed to expand sanitary sewer service and improve system reliability. Phase 1 will extend a new sanitary sewer line from the Water and Sewer Authority of Cabarrus County (WSACC) trunk line near the BFI/Republic landfill on Pitts School Road to serve the Morehead West development area.

In addition to providing service to the Morehead West area, the project will allow the Town to eliminate the aging Leatherwood Pump Station. The removal of aging pump stations has been a long-term Town objective to improve system reliability, reduce the risk of sanitary sewer overflows, and decrease ongoing maintenance requirements.

The Temporary Construction Easement and Permanent Utility Easement from BFI Waste Systems of North America, LLC, are the final easements required for the project. Acceptance of these easements will allow the Town to proceed with construction bidding. The Permanent Utility Easement also contains provisions whereby the Town agrees not to oppose continued landfill operations based solely on the existence of the easement and to cooperate regarding landfill buffer requirements should adjacent property be rezoned in the future. These provisions have been reviewed and approved by the Town Attorney.

Upon acceptance of the easements, staff anticipates proceeding with the required bidding process and returning any necessary contract award recommendations to the Town Council. Construction is expected to take approximately one year to complete, subject to weather conditions and other field-related factors.

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Recommendation:

Staff recommends accepting the temporary construction easement and permanent utility easement granted by BFI Waste Systems of North America, LLC, for the Morehead West Phase 1 Sanitary Sewer Project and authorizing the appropriate Town officials to complete and record the easement documents.

Fiscal Impact:

The easements were donated by the property owner, with no purchase price required, so no taxpayer funds were expended. Town staff is obligated to maintain the existing infrastructure and any additional infrastructure installed as part

of this project. Other Town responsibilities include recording of the accepted easements and restoration of the site once construction is completed.

Attachments:

1. Perm Easement Signed
2. Temp Easement Signed

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

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

RIGHT OF WAY
AND UTILITY EASEMENT

THIS RIGHT OF WAY and UTILITY EASEMENT is made and entered into **this 15th** day of ~~July~~ **2026**, by and between **BFI WASTE SYSTEMS OF NORTH AMERICA, LLC**, a Delaware limited liability company, successor by conversion to BFI Waste Systems of North America, Inc. ("GRANTOR") and the TOWN OF HARRISBURG, North Carolina, a body politic and political subdivision of the State of North Carolina, ("TOWN").

FOR AND IN CONSIDERATION of one dollar (\$1) and other good and valuable consideration in hand paid by TOWN to GRANTOR, the receipt of which is hereby acknowledged, and GRANTOR does hereby give, grant, and convey to TOWN, its successors and assigns, a perpetual Right of Way and Utility Easement of **TWO THOUSAND FIVE HUNDRED SEVENTY square feet (2,570 SF)** (the "Easement Area") across GRANTOR's property as described as Cabarrus County Parcel Number 5508-37-7335-0000 and is more particularly described in **Map Book 618, Page 204** of the Cabarrus County Registry ("GRANTOR's Property"). The Easement Area is labeled as the "Sanitary Sewer Easement" as shown on that certain plat entitled "Morehead West Sewer Phase 1 – Easement Plat 1," prepared by **DAVID L. HAYWOOD, JR.**, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. This Right of Way and Utility Easement permits TOWN to go in and upon such real property of GRANTOR for the purposes described below.

GRANTOR further grants and conveys to TOWN the right to construct, maintain and operate in, upon and through the Easement Area sanitary sewer facilities, including all necessary ditches, pipes and/or appurtenances, together with the right at all times of ingress, egress and regress, and the right of entry upon the Easement Area for the purposes of inspecting such facilities, making repairs or alterations, and removing or clearing only those trees, vegetation, structures, or other obstructions within the Easement Area that TOWN reasonably determines are necessary to be removed in order to construct, operate, inspect, maintain, repair, replace, or access such facilities.

TO HAVE AND TO HOLD the aforesaid Right of Way and Utility Easement unto TOWN, its successors and assigns forever.

GRANTOR AND TOWN further agree as follows:

1. Non-Exclusive Use. The grant of the Right of Way and Utility Easement and rights set forth herein are non-exclusive, and GRANTOR retains the right at all times to use the Easement Area for any and all purposes not inconsistent with the purposes set forth herein; provided, however, that GRANTOR shall not unreasonably interfere with TOWN's exercise of its rights under this Right of Way and Utility Easement. Notwithstanding anything to the foregoing set forth herein, GRANTOR shall have the right to use and improve the Easement Area for the parking and storage of vehicles, equipment, inventory and containers, and driveways and other means of ingress and egress. Any existing or future improvements located within the Easement Area, including without limitation any driveways or roads, shall not be altered, improved or destroyed by TOWN, except in accordance with this Right of Way and Utility Easement.

2. As-Is. Notwithstanding anything to the contrary set forth in this Right of Way and Utility Easement, TOWN accepts the Right of Way and Utility Easement on an "as-is, where is" basis without any representations or warranties of any kind whatsoever.

3. Roads. TOWN acknowledges and agrees that a portion of the Easement Area crosses one or more roads and facilities used by GRANTOR or others for vehicular ingress and egress and other purposes (the "Roads"). At no time shall GRANTOR's use of the Roads be adversely affected by any work or activities of TOWN or its consultants, engineers, contractors, employees or other parties working on behalf of TOWN, and the Roads shall remain open and usable by GRANTOR in a manner acceptable to GRANTOR for its business operations. All facilities shall be installed by TOWN in such a manner and at such heights or depths so as to enable the full use of the Roads by GRANTOR following the installation thereof. TOWN shall provide GRANTOR with reasonable prior written notice of any work to be conducted in, on or under the Roads or other areas used by GRANTOR and shall conduct all such activities in such areas in a manner consistent with the reasonable requirements of GRANTOR and so as to minimize any interference with GRANTOR's use thereof.

4. Landfill. TOWN acknowledges and agrees that the Easement Area is part of a larger parcel of real property owned by GRANTOR (the "GRANTOR's Property"), which is operated as a landfill. TOWN further agrees that it shall not oppose, directly or indirectly, the continued use, operation, development, modification, or expansion of the GRANTOR's Property, as such use and operations exist as of the date of this Right of Way and Utility Easement and as may thereafter be modified or expanded. Within the legal bounds of its ordinance and state planning and zoning local powers and in accordance with the rights of the adjacent property owners, TOWN further agrees to use good faith efforts to require that any future development of the adjacent properties identified as Parcel Numbers 5508-31-3273-0000 and 5508-40-0577-0000 incorporate a buffer zone between such properties and the GRANTOR's Property in order to mitigate adverse effects associated with development adjacent to a landfill. TOWN shall further provide that in cases of rezoning, acknowledgement of the adjacent existing landfill owned by GRANTOR be noted on the conditions of rezoning.

5. Construction of Facilities. Prior to the commencement of any work in the Easement Area, TOWN shall submit to GRANTOR a full and complete set of plans and specifications for the work, which shall include a timetable for commencement and completion of the work, for GRANTOR's prior approval, not to be unreasonably withheld. In the event

GRANTOR shall have any comments with respect to the work as set forth in the plans and specifications, GRANTOR shall promptly notify TOWN in writing, whereupon GRANTOR and TOWN shall meet and attempt to resolve, in good faith, GRANTOR's comments. TOWN agrees that all work in the Easement Area shall commence no earlier than 7:00 a.m. Upon the conclusion of each day's work, TOWN shall remove its equipment and materials and any debris, and leave the Easement Area in a safe, secure, neat and orderly condition. In no event shall TOWN allow its employees, contractors, agents, consultants or representatives to stage any equipment or materials in or around the Easement Area without the prior written approval of GRANTOR, which may be withheld in GRANTOR's sole discretion.

Any facilities to be installed by TOWN on the surface of the Easement Area shall be approved in advance by GRANTOR in writing, and in GRANTOR's sole discretion in the event that any such facilities may adversely affect GRANTOR's use of the Easement Area or GRANTOR's Property. TOWN agrees to bury any subsurface facilities so that the top of said facilities will be buried at least thirty-six (36") inches below the existing ground level contour at the time of initial construction. In areas of rock concentration, the subsurface facilities shall be buried so that the top of said facilities will be buried at least twenty-four (24") inches below the existing ground level contour.

GRANTOR shall have no liability or obligation for the installation, maintenance, repair or replacement of the facilities to be installed by TOWN, or the performance thereof. TOWN shall maintain the facilities in good condition and repair, at its sole cost and expense.

6. Release of Right of Way and Utility Easement. In the event construction of the facilities contemplated by this Right of Way and Utility Easement have not commenced within twenty-four (24) months following the date of this Right of Way and Utility Easement or completed within twenty-four (24) months after the date of this Right of Way and Utility Easement, GRANTOR shall have the right to terminate this Right of Way and Utility Easement upon written notice to TOWN.

7. Access. In the event any portion of the Easement Area is located in areas secured by locked gates, (a) during any period of initial construction of the facilities, TOWN shall coordinate such access with GRANTOR, and shall be provided access to such areas as reasonably required by GRANTOR, provided that GRANTOR shall have the right to require that such access and construction be conducted during normal working hours of the landfill, and (b) following the construction of the facilities, TOWN shall have access during normal business hours for the landfill. TOWN shall provide prior notice of any access by TOWN and shall use best efforts to prevent unauthorized access to GRANTOR's Property.

8. Transfer. TOWN and TOWN's successors and assigns will have the right to assign or transfer this Right of Way and Utility Easement with the prior written consent of GRANTOR, not to be unreasonably withheld. In the event GRANTOR consents to the assignment of this Right of Way and Utility Easement, TOWN shall remain liable for all obligations hereunder unless such obligations are assumed in full by the assignee to the satisfaction of GRANTOR.

9. Indemnity. To the extent permitted by North Carolina law, TOWN shall be responsible for all damages and losses because of injury to persons (including death) and injury or damage to or loss of any property or improvements in any way resulting from TOWN's, or its agent's, activities on GRANTOR's Property or the Easement Area. Notwithstanding the foregoing, TOWN shall not be responsible for such damages and losses to the extent such damages or losses are caused by the acts or omissions of GRANTOR or its agents.

10. Insurance. Prior to TOWN's use of the Easement Area, TOWN, at its sole cost and expense, shall obtain and maintain worker's compensation, commercial general liability, commercial automobile and pollution legal liability insurance in commercially reasonable amounts.

11. Restoration of Property. TOWN shall promptly restore the area disturbed by TOWN's use of the Right of Way and Utility Easement to the condition as near as reasonably possible to the condition it was in prior to the use of the Right of Way and Utility Easement by TOWN.

12. Compliance with Laws. TOWN agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to TOWN's activities hereunder.

13. Mineral Rights. GRANTOR shall retain all the oil, gas, and other minerals in, on and under the Easement Area; provided, however, that GRANTOR shall not be permitted to drill or operate equipment for the production or development of minerals within the Easement Area, but it will be permitted to extract the oil and other minerals from and under the Easement Area by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with TOWN's facilities and TOWN's use of the Easement Area.

14. Senior Rights. TOWN acknowledges that GRANTOR's conveyance of the Right of Way and Utility Easement is subject to the senior rights of existing recorded easements and other matters of record affecting GRANTOR's Property. TOWN agrees to coordinate any work it performs within the Easement Area with the holders of such existing easements to ensure that TOWN's work does not infringe upon the rights of such easement holders or damage any facilities located within such existing easements.

15. Prohibition on Use of Chemical Herbicides. TOWN shall have the right, but not the duty, to trim or remove trees and brush along or adjacent to the Easement Area and remove roots from within the Easement Area whenever TOWN deems it necessary; provided, however, that TOWN agrees that it will not, at any time, use any chemical treatments, herbicides, or growth regulators on GRANTOR's Property and instead will remove such trees and brush via mechanical means.

16. Notices. All notices under this Right of Way and Utility Easement must be in writing to be effective. All notices shall be sent by certified mail, return receipt requested, or by overnight courier via a nationally recognized delivery service, or by messenger delivery, and in each case, addressed to the party at the following addresses (or to such change of address as shall have been theretofore received in a notice from the party whose address has changed in accordance with this Agreement):

If to Grantor: BFI Waste Systems of North America, LLC
5105 Morehead Rd
Concord, NC 28027
Attn: Mike Gurley

With copy to: BFI Waste Systems of North America, LLC
5353 E. City North Drive
Phoenix, AZ 85054
Attn: Chief Legal Officer

And to: Spotts Fain PC
411 E Franklin Street, Suite 600
Richmond, VA 23219
Attn: David A. Reed, Esq.

If to Town: Richard M. Koch
Harrisburg Town Attorney
3220-201 Prosperity Church Road
Charlotte, NC 28269

All such notices sent by certified mail, return receipt requested, shall be deemed delivered on the earlier to occur of actual delivery, or 3 business days after the deposit of such notices in the custody of the United States Postal Service. All such notices sent by overnight delivery via a nationally recognized courier service shall be deemed delivered on the next business day. All other notices shall be deemed delivered upon actual receipt.

17. This Right of Way and Utility Easement may be executed in several counterparts, each of which shall be an original of this Right of Way and Utility Easement but all of which, taken together, shall constitute one and the same Right of Way and Utility Easement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

18. This Right of Way and Utility Easement shall not be construed to create any joint venture or partnership between GRANTOR and TOWN, and no such relationship is intended by the parties.

19. This Right of Way and Utility Easement may be amended only by a writing signed by the party against whom such amendment is sought to be enforced.

20. This Right of Way and Utility Easement shall be construed in accordance with the laws of the State of North Carolina, principles of conflicts of law notwithstanding.

[Signature Page Follows]

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

GRANTOR:

**BFI WASTE SYSTEM OF NORTH
AMERICA, LLC,**
a Delaware limited liability company

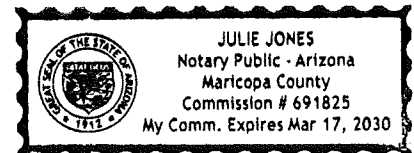
By: [Signature]
Name: Adrienne Wilhoit
Its: Vice President

STATE OF Arizona
COUNTY OF Maricopa

I, a Notary Public of the County and State aforesaid, certify that Adrienne Wilhoit
Vice President of BFI Waste System of North America, LLC
personally appeared before me this day and acknowledged the due execution of the Right of Way and
Utility Easement.

Witness my hand and official stamp or seal, this 15th day of July, 2026.

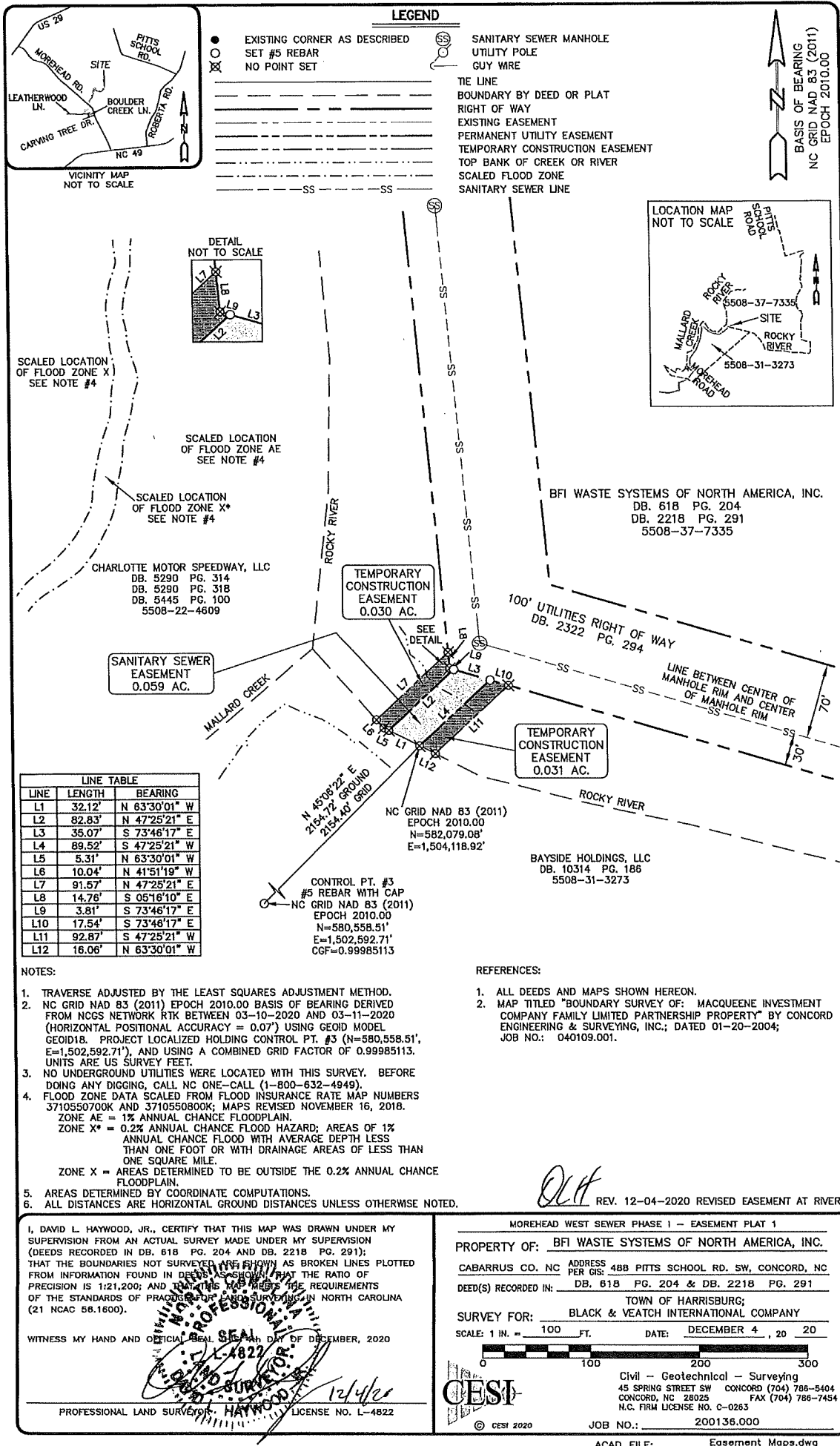
[Signature]
Notary Public
My Commission expires: 3/17/2030



STATE OF NORTH CAROLINA
CABARRUS COUNTY

The foregoing certificate(s) of _____, a Notary Public of _____
County, is certified to be correct according to law. Filed for registration on the _____ day of
_____, 2026, at _____ o'clock _____, and duly recorded in the office
of the Register of Deeds of Cabarrus County, North Carolina.

Register of Deeds
Cabarrus County
By: _____



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

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

**TEMPORARY RIGHT OF WAY
AND UTILITY EASEMENT**

THIS TEMPORARY RIGHT OF WAY and UTILITY EASEMENT is made and entered into this 1st day of July 2026, by and between **BFI WASTE SYSTEMS OF NORTH AMERICA, LLC**, a Delaware limited liability company, successor by conversion to BFI Waste Systems of North America, Inc. ("GRANTOR") and the **TOWN OF HARRISBURG**, North Carolina, a body politic and political subdivision of the State of North Carolina, (the "TOWN").

FOR AND IN CONSIDERATION of one dollar (\$1) and other good and valuable consideration in hand paid by TOWN to GRANTOR, the receipt of which is hereby acknowledged, and GRANTOR does hereby give, grant, and convey to TOWN, its successors and assigns, a Temporary Right of Way and Utility Easement of **TWO THOUSAND SIX HUNDRED FIFTY SEVEN square feet (2,657 SF)** (the "Temporary Easement Area") across the GRANTOR's property as described as Cabarrus County Parcel Number 5508-37-7335-0000 and is more particularly described in **Map Book 618, Page 204** of the Cabarrus County Registry. The Temporary Easement Area is labeled as the "Temporary Construction Easement" as shown on that certain plat entitled "Morehead West Sewer Phase 1 – Easement Plat 1," prepared by **DAVID L. HAYWOOD, JR.**, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. This Temporary Right of Way and Utility Easement permits TOWN to go in and upon such real property of GRANTOR for the purposes described below.

GRANTOR further grants and conveys to TOWN the temporary non-exclusive right to enter upon and use the Temporary Easement Area for the limited purpose of staging and storing of vehicles, materials, supplies, equipment and construction debris related to constructing sanitary sewer facilities, including all necessary ditches, pipes and/or appurtenances (the "Project"), together with the right at all times of ingress, egress and regress as necessary for such construction activities. Such temporary rights shall include the right to install, maintain during construction, repair, replace, and remove temporary construction-related improvements and to clear obstructions reasonably necessary for completion of the Project.

Notwithstanding anything herein to the contrary, TOWN, its employees, agents, contractors, and representatives shall have the right to enter upon and use the Temporary Easement Area solely for purposes reasonably related to the Project. TOWN shall be solely responsible for all activities conducted within the Temporary Easement Area by or on behalf of TOWN and for compliance with all applicable laws, regulations, and permit requirements in connection therewith. GRANTOR shall have no responsibility or liability for the design, construction, installation, operation, maintenance, repair, or other activities undertaken by TOWN or its employees, agents, contractors, or representatives within the Temporary Easement Area. This Temporary Right of Way and Utility Easement shall automatically terminate upon completion of the Project, at which time all rights granted herein shall cease, except for any permanent easements separately conveyed by GRANTOR to TOWN.

TO HAVE AND TO HOLD the aforesaid TEMPORARY Right of Way and Utility Easement unto TOWN, its successors and assigns, UNTIL THE COMPLETION OF THE PROJECT.

GRANTOR AND TOWN further agree as follows:

1. Non-Exclusive Use. The grant of the Temporary Right of Way and Utility Easement and rights set forth herein are non-exclusive, and GRANTOR retains the right at all times to use the Temporary Easement Area for any and all purposes not inconsistent with the purposes set forth herein; provided, however, that GRANTOR shall not unreasonably interfere with TOWN's exercise of its rights under this Temporary Right of Way and Utility Easement. Notwithstanding anything to the foregoing set forth herein, GRANTOR shall have the right to use and improve the Temporary Easement Area for the parking and storage of vehicles, equipment, inventory and containers, and driveways and other means of ingress and egress. Any existing or future improvements located within the Temporary Easement Area, including without limitation any driveways or roads, shall not be altered, improved or destroyed by TOWN, except in accordance with this Temporary Right of Way and Utility Easement.

2. As-Is. Notwithstanding anything to the contrary set forth in this Temporary Right of Way and Utility Easement, TOWN accepts the Temporary Right of Way and Utility Easement on an "as-is, where is" basis without any representations or warranties of any kind whatsoever.

3. Roads. TOWN acknowledges and agrees that a portion of the Temporary Easement Area crosses one or more roads and facilities used by GRANTOR or others for vehicular ingress and egress and other purposes (the "Roads"). At no time shall GRANTOR's use of the Roads be adversely affected by any work or activities of TOWN or its consultants, engineers, contractors, employees or other parties working on behalf of TOWN, and the Roads shall remain open and usable by GRANTOR in a manner acceptable to Grantor for its business operations. All facilities shall be installed by TOWN in such a manner and at such heights or depths so as to enable the full use of the Roads by GRANTOR following the installation thereof. TOWN shall provide GRANTOR with reasonable prior written notice of any work to be conducted in, on or under the Roads or other areas used by GRANTOR and shall conduct all such activities in such areas in a manner consistent with the reasonable requirements of GRANTOR and so as to minimize any interference with GRANTOR's use thereof.

4. Landfill. TOWN acknowledges and agrees that the Temporary Easement Area is a part of a larger parcel of real property owned by GRANTOR ("GRANTOR's Property"), which is operated as a Landfill. TOWN agrees that it will not oppose, directly or indirectly, the use, development or expansion of GRANTOR's Property (as the same existed at the time of Temporary

Right of Way and Utility Easement and as modified or expanded thereafter). Within the legal bounds of its ordinance and state planning and zoning local powers and in accordance with the rights of the adjacent property owners, TOWN further agrees to use good faith efforts to require that any future development of the adjacent properties identified as Parcel Numbers 5508-31-3273-0000 and 5508-40-0577-0000 incorporate a buffer zone between such properties and the GRANTOR's Property in order to mitigate adverse effects associated with development adjacent to a landfill. TOWN shall further provide that in cases of rezoning, acknowledgement of the adjacent existing landfill owned by GRANTOR be noted on the conditions of rezoning.

5. Release of Temporary Right of Way and Utility Easement. In the event construction of the facilities contemplated by this Temporary Right of Way and Utility Easement have not commenced within twenty-four (24) months following the date of this Temporary Right of Way and Utility Easement or completed within twenty-four (24) months after the date of this Temporary Right of Way and Utility Easement, GRANTOR shall have the right to terminate this Temporary Right of Way and Utility Easement upon written notice to TOWN.

6. Access. In the event any portion of the Temporary Easement Area is located in areas secured by locked gates, (a) during any period of initial construction of the facilities, TOWN shall coordinate such access with GRANTOR, and shall be provided access to such areas as reasonably required by GRANTOR, provided that GRANTOR shall have the right to require that such access and construction be conducted during normal working hours of GRANTOR's Property, and (b) following the construction of the facilities, TOWN shall have access during normal business hours for GRANTOR's Property. TOWN shall provide prior notice of any access by TOWN and shall use best efforts to prevent unauthorized access to the GRANTOR's Property.

7. Transfer. TOWN and TOWN's successors and assigns will have the right to assign or transfer this Temporary Right of Way and Utility Easement with the prior written consent of GRANTOR, not to be unreasonably withheld. In the event GRANTOR consents to the assignment of this Temporary Right of Way and Utility Easement, TOWN shall remain liable for all obligations hereunder unless such obligations are assumed in full by the assignee to the satisfaction of GRANTOR.

8. Indemnity. To the extent permitted by North Carolina law, TOWN shall be responsible for all damages and losses because of injury to persons (including death) and injury or damage to or loss of any property or improvements in any way resulting from TOWN's, or its agent's, activities on GRANTOR's Property or the Temporary Easement Area. Notwithstanding the foregoing, TOWN shall not be responsible for such damages and losses to the extent such damages or losses are caused by the acts or omissions of GRANTOR or its agents.

9. Insurance. Prior to TOWN's use of the Temporary Easement Area, TOWN, at its sole cost and expense, shall obtain and maintain worker's compensation, commercial general liability, commercial automobile and pollution legal liability insurance in commercially reasonable amounts.

10. Restoration of Property. TOWN shall promptly restore the area disturbed by TOWN's use of the Temporary Right of Way and Utility Easement to the condition as near as reasonably possible to the condition it was in prior to the use of the Temporary Right of Way and Utility Easement by TOWN.

11. Compliance with Laws. TOWN agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to TOWN's activities hereunder.

12. Senior Rights. TOWN acknowledges that GRANTOR's conveyance of the Temporary Right of Way and Utility Easement is subject to the senior rights of existing recorded easements and other matters of record affecting GRANTOR's Property. TOWN agrees to coordinate any work it performs within the Temporary Easement Area with the holders of such existing easements to ensure that TOWN's work does not infringe upon the rights of such easement holders or damage any facilities located within such existing easements.

13. Prohibition on Use of Chemical Herbicides. TOWN shall have the right, but not the duty, to trim or remove trees and brush along or adjacent to the Temporary Easement Area and remove roots from within the Temporary Easement Area whenever TOWN deems it necessary; provided, however, that TOWN agrees that it will not, at any time, use any chemical treatments, herbicides, or growth regulators on GRANTOR's Property and instead will remove such trees and brush via mechanical means.

14. Notices. All notices under this Temporary Right of Way and Utility Easement must be in writing to be effective. All notices shall be sent by certified mail, return receipt requested, or by overnight courier via a nationally recognized delivery service, or by messenger delivery, and in each case, addressed to the party at the following addresses (or to such change of address as shall have been theretofore received in a notice from the party whose address has changed in accordance with this Agreement):

If to Grantor: BFI Waste Systems of North America, LLC
5105 Morehead Rd
Concord, NC 28027
Attn: Mike Gurley

With copy to: BFI Waste Systems of North America, LLC
5353 E. City North Drive
Phoenix, AZ 85054
Attn: Chief Legal Officer

And to: Spotts Fain PC
411 E Franklin Street, Suite 600
Richmond, VA 23219
Attn: David A. Reed, Esq.

If to Town: Richard M. Koch
Harrisburg Town Attorney
3220-201 Prosperity Church Road
Charlotte, NC 28269

All such notices sent by certified mail, return receipt requested, shall be deemed delivered on the earlier to occur of actual delivery, or 3 business days after the deposit of such notices in the custody of the United States Postal Service. All such notices sent by overnight delivery via a nationally recognized courier service shall be deemed delivered on the next business day. All other notices shall be deemed delivered upon actual receipt.

15. This Temporary Right of Way and Utility Easement may be executed in several counterparts, each of which shall be an original of this Temporary Right of Way and Utility Easement but all of which, taken together, shall constitute one and the same Temporary Right of Way and Utility Easement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

16. This Temporary Right of Way and Utility Easement shall not be construed to create any joint venture or partnership between GRANTOR and TOWN, and no such relationship is intended by the parties.

17. This Temporary Right of Way and Utility Easement may be amended only by a writing signed by the party against whom such amendment is sought to be enforced.

18. This Temporary Right of Way and Utility Easement shall be construed in accordance with the laws of the State of North Carolina, principles of conflicts of law notwithstanding.

[Signature Page Follows]

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

GRANTOR:

**BFI WASTE SYSTEM OF NORTH
AMERICA, LLC,**
a Delaware limited liability company

By: [Signature]
Name: Adrienne Wilhoit
Its: Vice President

STATE OF Arizona

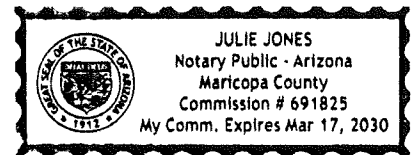
COUNTY OF Maricopa

I, a Notary Public of the County and State aforesaid, certify that Adrienne Wilhoit
Vice President of BFI Waste System of North America LLC
personally appeared before me this day and acknowledged the due execution of the Temporary Right
of Way and Utility Easement.

Witness my hand and official stamp or seal, this 15th day of July, 2026.

[Signature]
Notary Public

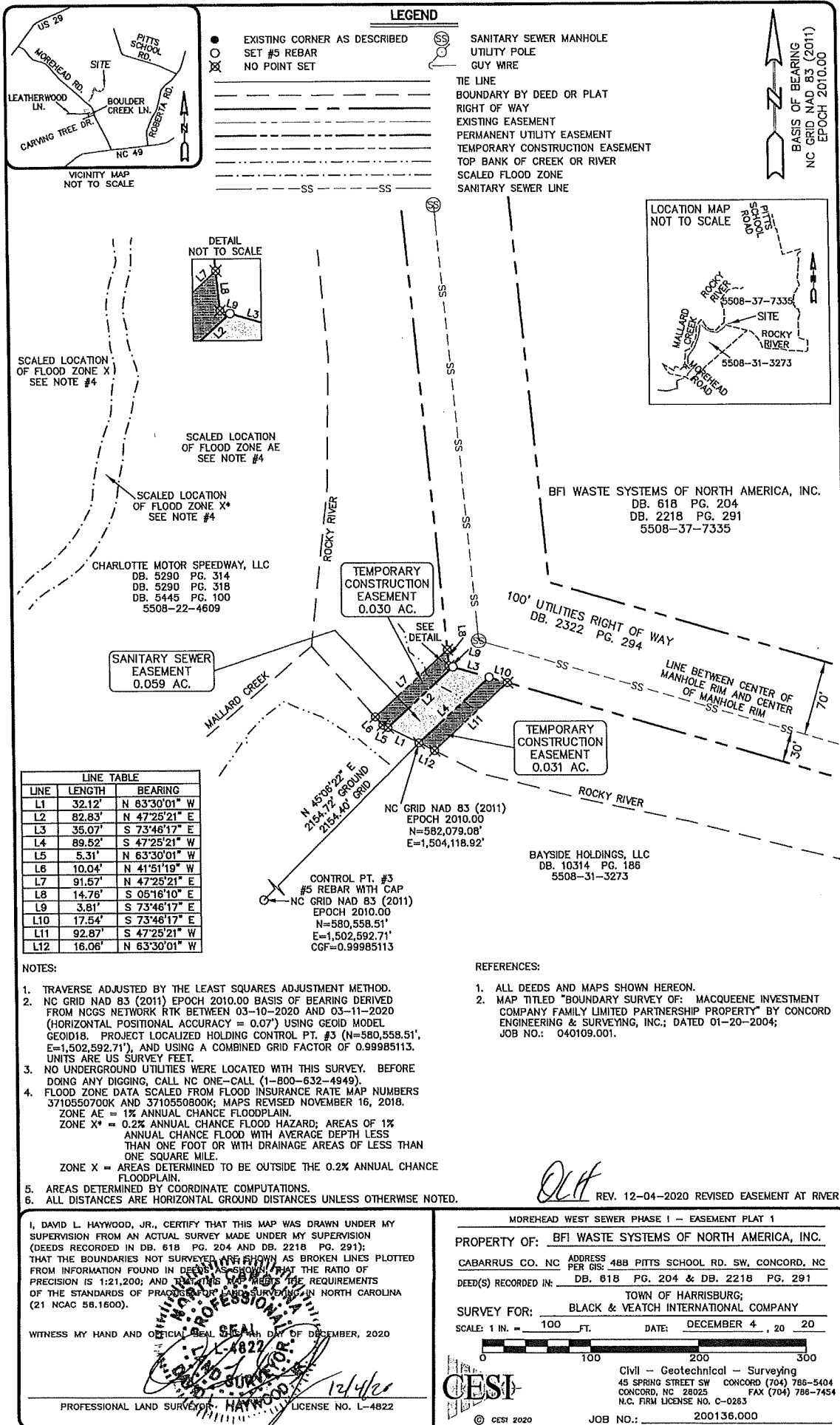
My Commission expires: 3/17/2030



STATE OF NORTH CAROLINA
CABARRUS COUNTY

The foregoing certificate(s) of _____, a Notary Public of _____
County, is certified to be correct according to law. Filed for registration on the _____ day of
_____, 2026, at _____ o'clock _____, and duly recorded in the office
of the Register of Deeds of Cabarrus County, North Carolina.

Register of Deeds
Cabarrus County
By: _____





TOWN OF HARRISBURG

Agenda Item Details

Title:

Continuation of Public Hearings for H-2026-01 Peach Orchard Road: Noncontiguous Voluntary Annexation, Conditional Zoning Map Amendment, and Development Agreement relating to two properties for the purpose of developing a 149-lot residential neighborhood on 175 acres.

Presenting Personnel:

Monterai Adams, Planning Director

Suggested Motion or Action:

A. Noncontiguous Voluntary Annexation

Motion to continue the public hearing for H-2026-01-ANX, Peach Orchard Road Noncontiguous Voluntary Annexation, to the October 12, 2026, Town Council meeting.

B. Conditional Zoning Map Amendment

Motion to continue the public hearing for H-2026-01-R, Peach Orchard Road Conditional Zoning Map Amendment, to the October 12, 2026, Town Council meeting.

C. Development Agreement

Motion to continue the public hearing for the proposed Peach Orchard Road Development Agreement to the October 12, 2026, Town Council meeting.

Description/Background:

The applicant has requested the annexation and conditional zoning of approximately 175.7 acres located at 10960 and 11011 Peach Orchard Road for a proposed residential subdivision of up to 149 single-family detached homes at a density of 0.85 dwelling units per acre, well below the 2.0 unit/acre maximum for the district. A related development agreement has also been proposed to establish the rights, responsibilities, infrastructure commitments, and other terms of the development.

The Planning and Zoning Board considered the conditional zoning request on April 21, 2026, and recommended denial, citing concerns with access to the northern portion of the property, traffic speed and roadway curvature along Peach Orchard Road, environmental impacts, and the proposed at-grade pedestrian crossing.

Town Council opened public hearings on the annexation, conditional zoning map amendment, and development agreement on May 11, 2026, and continued all three to the August 10, 2026, meeting at the applicant's request. The applicant has since revised its transportation proposal to include a roundabout/pedestrian crossing, and additional time is needed for Town staff and NCDOT to complete technical review. The applicant has requested a further continuance to October 12, 2026, and staff recommends each item be continued separately to that date.

No final decision on the annexation, conditional zoning map amendment, or development agreement is requested at this meeting; the public hearings will remain open.

Recommendation:

Staff recommends that Town Council reconvene each of the three continued public hearings and adopt separate motions continuing the annexation, conditional zoning map amendment, and development agreement public hearings to the October 12, 2026, Town Council meeting.

Fiscal Impact:

No immediate fiscal impact is associated with continuing the public hearings.

Attachments:

1. Attachment A_ Applications
2. Resolution Fixing Date of Public Hearing - Peach Orchard
3. Town Council May 11,2026 Meeting Minutes
4. Pulte- Peach Orchard Request to Defer till October 12, 2026

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: _____

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Applicant Name: Pulte Group/Williams Gaines Hunter

Applicant Signature: *William 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 5/11/26Published Notice Date: 4/30/26 & 5/7/26Mailed Notice Date: PB Meeting - 3/5/2026; TC 4/30/26Posted 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.

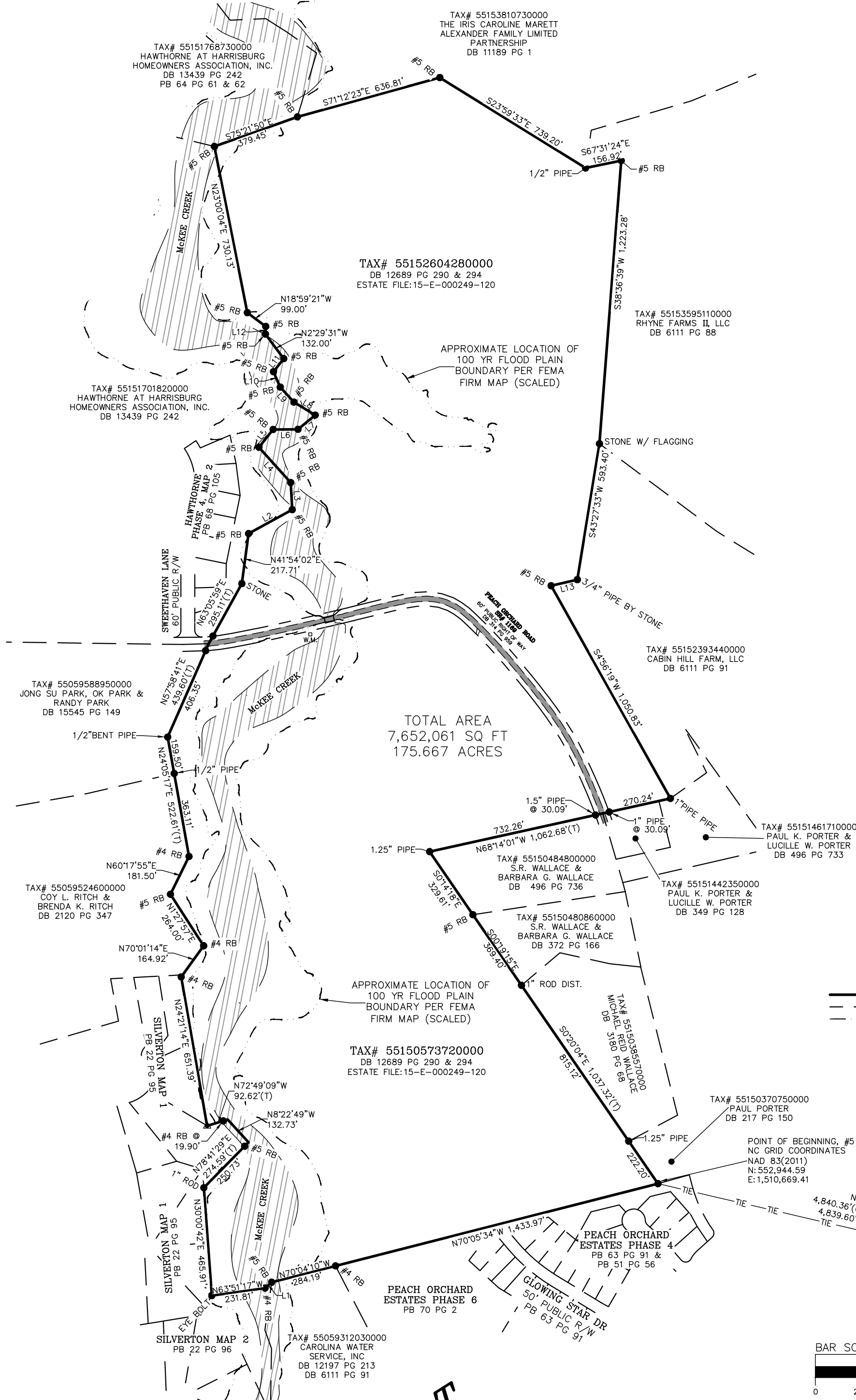
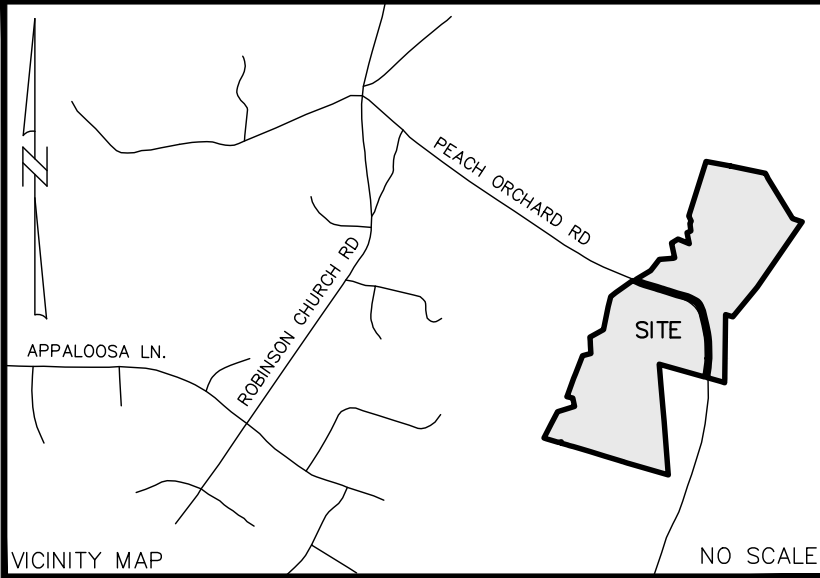
SUBJECT TRACT GRAPHICALLY LOCATED WITHIN SPECIAL FLOOD HAZARD AREAS PER FEMA FIRM MAP NUMBER 3710550500M WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2018 AND 3710551500K WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2018.

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



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

LEGEND

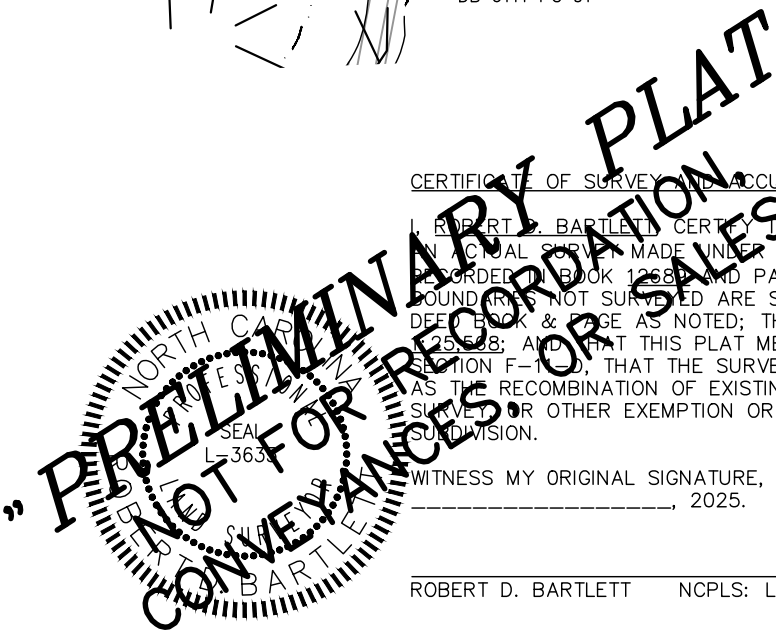
- DB - DEED BOOK
- PB - PLAT BOOK
- PG - PAGE
- BWF - BARBED WIRE FENCE
- WWF - WOVEN WIRE FENCE
- OU - OVERHEAD UTILITY
- RB - REBAR
- SR# - SECONDARY ROAD NUMBER
- SS - SANITARY SEWER
- SD - STORM DRAIN
- R/W - RIGHT OF WAY
- FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY
- FIRM - FLOOD INSURANCE RATE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



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



CERTIFICATE OF SURVEY

I, ROBERT D. BARTLETT, CERTIFY THAT THIS PLAT WAS PREPARED FROM A RECORD BOOK MADE UNDER MY SUPERVISION (DEED DESCRIPTION ORDERED BOOK 12689 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 SECTION F-1, THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF A SURVEY.

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

ROBERT D. BARTLETT NCPLS: L-3635

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

LOCATED IN: NO. 4 TOWNSHIP
CABARRUS COUNTY
NORTH CAROLINA

PULTE HOME COMPANY, LLC
3430 TORINGDON WAY, SUITE 201
CHARLOTTE, NC 28277

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
CIENT:	
	1.0
	SHEET 1 OF 1

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.

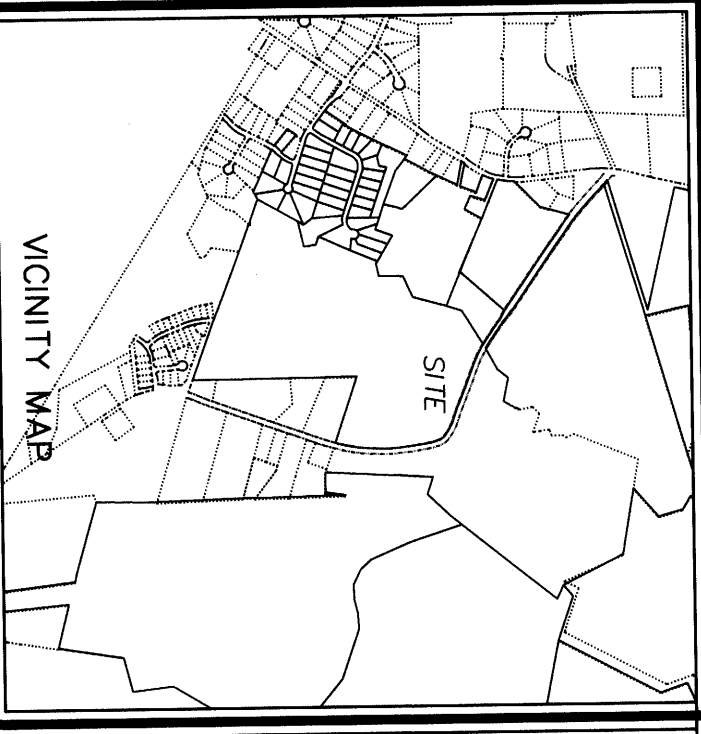
DATE 12/2/08 OWNER/DEVELOPER ACE E Dwyer

REVIEW OFFICER CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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

REVIEW OFFICER Jonathan Marshall 3/12/09
BY Jeff Huss



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

MAP /DEED REFERENCES

DB 819 PG 182 DB 5531 PG 252
DB 6111 PG 86 DB 611 PG 91
DB 496 PG 733 DB 496 PG 736
DB 318 PG 68 DB 6514 PG 70
DB 2906 PG 274 DB 1215 PG 9
DB 3538 PG 302 DB 7245 PG 60
DB 7879 PG 239 DB 1198 PG 309
DB 2120 PG 347 DB 785 PG 276
DB 7054 PG 86

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 12 DAY OF November, A.D. 2008.

PROFESSIONAL LAND SURVEYOR L-4411 James S. Armstrong

TYPE OF PLAT

I, JAMES S. ARMSTRONG, PROFESSIONAL LAND SURVEYOR No. L-4411, 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

RECORDED IN BOOK OF MAPS

PAGE

CABARRUS COUNTY.

N/F
GRANT PEACH LLC/
DB 7054 PG 86
PM# 5505-97-6025

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DB 8190 PG 182
PM# 5515-26-0428

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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

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



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

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

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

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

WHEREAS, a Resolution was approved by the Town Clerk setting the public hearing for the subject annexation petition for April 13, 2026, at its March 16th, 2026, meeting;

WHEREAS, due to unforeseen circumstances, the public hearing will need to be reset to May 11, 2026, Town Council meeting.

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on May 11, 2026.

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

AS SURVEYED PARCEL DESCRIPTION:

COMMENCING FROM NORTH CAROLINA GEODETIC SURVEY MONUMENT "PEACHES" HAVING NORTH CAROLINA NAD 83(2011) GRID COORDINATES NORTHING: 549,390.16, EASTING: 1,513,953.88, PROCEED N 42°44'22" W 4,840.36 FEET (GROUND DISTANCE) TO THE POINT OF BEGINNING A FOUND #5 REBAR AND A COMMON CORNER WITH PEACH ORCHARD ESTATES PHASE 4 AS RECORDED IN PLAT BOOK 63 PAGE 91 AND PLAT BOOK 51 PAGE 56 OF THE CABARRUS COUNTY REGISTRY AND PEACH ORCHARD ESTATES PHASE 6 AS RECORDED IN PLAT BOOK 70 PAGE 2 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH PEACH ORCHARD ESTATES PHASES 4 AND 6 N 70°05'34" W 1,433.97 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH CAROLINA WATER SERVICE, INC. AS RECORDED IN BOOK 12197 PAGE 213 AND BOOK 6111 PAGE 91 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH CAROLINA WATER SERVICE, INC. N 70°04'10" W 284.19 FEET TO A FOUND #5 REBAR A COMMON CORNER WITH SILVERTON MAP 2 AS RECORDED IN PLAT BOOK 22 PAGE 96 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH SILVERTON MAP 2 THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) S 83°01'43" W 38.00 FEET TO A FOUND #4 REBAR, 2) N 63°51'17" W 231.81 FEET TO A FOUND EYE BOLT A COMMON CORNER WITH SILVERTON MAP 1 AS RECORDED IN PLAT BOOK 22 PAGE 95 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH SILVERTON MAP 1 THE FOLLOWING FIVE (5) COURSES AND DISTANCES; 1) N 30°00'42" E, PASSING A FOUND #4 REBAR AT 228.21 FEET, A TOTAL DISTANCE OF 465.91 FEET TO A FOUND 1" ROD, 2) N 78°41'29" E, PASSING A

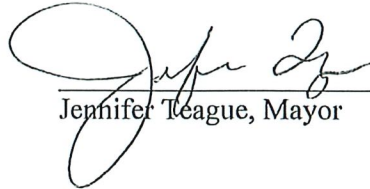


FOUND #5 REBAR AT 250.73 FEET, A TOTAL DISTANCE OF 274.59 FEET TO A POINT IN MCKEE CREEK CONTINUING IN MCKEE CREEK, 3) N 08°22'49" W 132.73 FEET TO A POINT, LEAVING MCKEE CREEK, 4) N 72°49'09" W, PASSING A FOUND #4 REBAR AT 19.90 FEET, A TOTAL DISTANCE OF 92.62 FEET TO A FOUND CONSERVATION EASEMENT DISK, 5) N 24°21'14" E, PASSING A FOUND #5 REBAR AT 364.87 FEET, A TOTAL DISTANCE OF 651.39 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH COY L. RITCH AND BRENDA K. RITCH AS RECORDED IN BOOK 2120 PAGE 347 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH COY L. RITCH AND BRENDA K. RITCH THE FOLLOWING FOUR (4) COURSES AND DISTANCES; 1) N 70°01'14" E 164.92 FEET TO A FOUND #4 REBAR, 2) N 01°27'57" E 264.00 FEET TO A FOUND #5 REBAR, 3) N 60°17'55" E 181.50 FEET TO A FOUND #4 REBAR, 4) N 24°05'17" E 363.11 FEET TO A FOUND ½" PIPE A COMMON CORNER WITH JONG SU PARK,

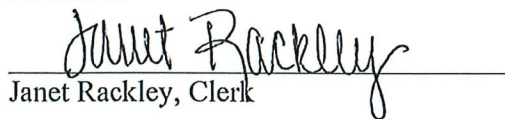
OK PARK AND RANDY PARK AS RECORDED IN BOOK 15545 PAGE 149 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH JONG SU PARK, OK PARK AND RANDY PARK THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) N 24°05'17" E 159.50 FEET TO A 1/2" PIPE, 2) N 57°58'41" E, PASSING A FOUND #5 REBAR AT 406.35 FEET, A TOTAL DISTANCE OF 439.60 FEET TO A POINT IN THE CENTER OF PEACH ORCHARD ROAD SR# 1169 HAVING A 60' PUBLIC RIGHT-OF-WAY AS RECORDED IN BOOK 314 PAGE 959 OF THE CABARRUS COUNTY REGISTRY AND BEING A COMMON CORNER WITH HAWTHORNE AT HARRISBURG HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN BOOK 13439 PAGE 242 AND PLAT BOOK 64 PAGES 61 AND 62 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH HAWTHORNE AT HARRISBURG HOMEOWNERS ASSOCIATION, INC. THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES, 1) N 63°05'59" E, PASSING A FOUND #5 REBAR AT 37.46 FEET, A TOTAL DISTANCE OF 295.11 FEET TO A FOUND STONE, 2) N 41°54'02" E 217.71 FEET TO A FOUND #5 REBAR, 3) S 84°29'13" E 214.47 FEET TO A FOUND #5 REBAR, 4) N 31°00'19" E 116.80 FEET TO A FOUND #5 REBAR, 5) N 07°48'21" W 204.85 FEET TO A FOUND #5 REBAR, 6) N 72°48'02" E 98.12 FEET TO A FOUND #5 REBAR, 7) S 56°07'56" E 107.32 FEET TO A FOUND #5 REBAR, 8) N 84°42'07" E 96.27 FEET TO A FOUND #5 REBAR, 9) N 24°25'59" W 107.68 FEET TO A FOUND #5 REBAR, 10) N 08°13'25" W 87.38 FEET TO A FOUND #5 REBAR, 11) N 10°37'31" E 72.67 FEET TO A FOUND #5 REBAR, 12) N 72°30'35" E 71.40 FEET TO A FOUND #5 REBAR, 13) N 02°29'31" W 132.00 FEET TO A FOUND #5 REBAR, 14) N 36°30'20" E 33.00 FEET TO A FOUND #5 REBAR, 15) N 18°59'21" W 99.00 FEET TO A FOUND #5 REBAR, 16) N 23°00'04" E 730.13 FEET TO A FOUND #5 REBAR, 17) S 75°21'50" E 379.45 FEET TO A FOUND #5 REBAR A COMMON CORNER WITH THE IRIS CAROLINE MARRETT ALEXANDER FAMILY LIMITED PARTNERSHIP AS RECORDED IN BOOK 11189 PAGE 1 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH THE IRIS CAROLINE MARRETT ALEXANDER FAMILY LIMITED PARTNERSHIP THE FOLLOWING TWO (2) COURSES AND DISTANCES, 1) S 71°12'23" E 636.81 FEET TO A FOUND #5 REBAR, 2) S 23°59'33" E 739.20 FEET TO A FOUND ½" PIPE A COMMON CORNER WITH RHYNE FARMS II, LLC AS RECORDED IN BOOK 6111 PAGE 88 OF THE CABARRUS COUNTY REGISTRY THENCE WITH THE COMMON LINE OF RHYNE FARMS II, LLC THE FOLLOWING TWO (2) COURSES AND DISTANCES, 1) S 67°31'24" E 156.92 FEET TO A FOUND #5 REBAR, 2) S 38°36'39" W 1,223.28 FEET TO A FOUND STONE WITH FLAGGING A COMMON CORNER WITH CABIN HILL FARM, LLC AS RECORDED IN BOOK 6111 PAGE 91 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH CABIN HILL FARM, LLC THE FOLLOWING THREE (3) COURSES AND DISTANCES; 1) S 43°27'33" W 593.40 FEET TO A ¾" PIPE BY STONE, 2) N 68°42'18" W 115.84 FEET TO A FOUND #5 REBAR, 3) S 04°56'19" W 1,050.83 FEET TO A 1" PIPE BY STONE A COMMON CORNER WITH PAUL K. PORTER AND LUCILLE W. PORTER AS RECORDED IN BOOK 349 PAGE 128 AND BOOK 496 PAGE 733 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH PAUL K. PORTER AND LUCILLE W. PORTER N 68°14'01" W, PASSING A FOUND 1" PIPE AT 270.24 FEET A TOTAL DISTANCE OF 300.33 FEET TO A POINT IN THE CENTER OF AFOREMENTIONED PEACH ORCHARD ROAD SR# 1169 A COMMON CORNER WITH S.R. WALLACE AND BARBARA G. WALLACE AS RECORDED IN BOOK 496 PAGE 736 AND BOOK 372 PAGE 166 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH S.R. WALLACE AND BARBARA G. WALLACE THE FOLLOWING THREE (3) COURSES AND DISTANCES, 1) N 68°14'01" W, PASSING A FOUND 1.5" PIPE AT 30.09' A TOTAL DISTANCE OF 762.35 FEET TO A FOUND 1.25" PIPE, 2) S 00°14'18" E 329.61 FEET TO A FOUND #5 REBAR, 3) S 00°19'15" E, PASSING A FOUND 1.25 PIPE AT 64.47 FEET A TOTAL DISTANCE OF 369.40 FEET TO A FOUND 1" ROD A COMMON CORNER WITH MICHAEL REID WALLACE AS RECORDED IN BOOK 3180 PAGE 68 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH MICHAEL REID WALLACE S 00°20'04" E 815.12 FEET TO A FOUND 1.25" PIPE A COMMON CORNER WITH PAUL PORTER AS RECORDED IN BOOK 217 PAGE 150 OF THE CABARRUS COUNTY REGISTRY, THENCE WITH THE COMMON CORNER WITH PAUL PORTER S 00°20'04" E 222.20 FEET TO THE POINT OF BEGINNING CONTAINING 175.667 ACRES MORE OR LESS.

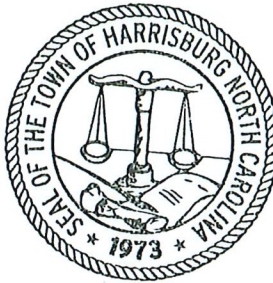


Section 3. Notice of the public hearing shall be published in the Independent Tribune, a newspaper having general circulation in the Town of Harrisburg, at least ten (10) days prior to the date of the public hearing.


Jennifer Teague, Mayor

ATTEST:


Janet Rackley, Clerk



**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, MAY 11, 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, Chris Faw, Lex Thomas

1A.

CALL TO ORDER

Mayor Teague called the meeting to order.

1B.

AGENDA ADOPTION

MOTION:

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

1C.

INVOCATION

Councilmember Thevenin conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

- **Harrisburg Youth Council Capstone Project 2025-2026: Pollinator Garden Recap.**
The Harrisburg Youth Council's 2025–2026 Capstone Project centered on creating a lasting, meaningful impact in the community through the development of a pollinator garden at Pharr Mill Park. Designed and led by the Youth Council, the project aimed to promote environmental stewardship, increase awareness of the importance of native plants and pollinators, and provide a space for education and community engagement.

After months of planning, coordination, and hands-on effort, the project reached a major

milestone with the Pollinator Garden Plant Day held on Saturday, April 18. This event marked the culmination of much of the Council's work, bringing residents together to actively take part in the garden's creation. Community members were invited to stop by throughout the day to plant in the garden, learn about pollinators and native species through educational displays, and take home potted plants as a way to continue these efforts beyond the park.

More than just a single event, Plant Day reflected the broader purpose of the project—fostering a sense of ownership, environmental responsibility, and connection within the community. Through their leadership, the Youth Council not only created a new natural amenity at Pharr Mill Park but also inspired others to play a role in supporting local ecosystems. The success of the project was made possible through strong collaboration and community partnerships, along with the dedication of all 38 members of the Harrisburg Youth Council, whose work brought this vision to life.

- **Presentation of the FY2027 Manager's Recommended Budget.** Town Manager, Rob Donham, presented his FY2027 Manager's Recommended Budget, including the proposed budget ordinance, tax rate, fee schedule, and capital improvement plan.

1F.

PUBLIC COMMENT

- Amos McClorey, 1413 Cooper Avenue, Kannapolis – spoke concerning Mayor Pro-Tem title issue. Director of local NAACP and will be reporting issue to National NAACP.
- Rosa Culver-Sims, Harrisburg – spoke again concerning Mayor Pro-Tem issue
- Johanna Bocko, 824 Juanita, Concord, NC – spoke concerning Mayor Pro-Tem issue
- Carson Bailey, 3946 Melissa Drive, Harrisburg – spoke requesting sidewalks on Roberta Road
- Wally Wallace, 3093 Spring Forest Road, Harrisburg – presented a Certificate of Appreciation from the AUSA (Association of US Army) as well as a special coin and pin to Chris Faw honoring both Mr. Faw and his wife for their work in supporting veteran's and their families.

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 FY206 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 FY2056
- E. Consideration of Contract with Anchor-Richey for the repair of a Fire Department Ladder Truck

MOTION:

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

3A.

COMMUNICATIONS

TOWN MANAGER REPORT

- The website should now have been updated to reflect the Mayor-Pro Tem title for Dr. Banks.
- Attended CityVision in Raleigh last week along with Deputy Town Manager Lee Connor and Councilmembers Chris Faw and La'Trecia Glover. Heard a lot of interesting and powerful information. Learned about a lot of innovations and challenges other municipalities are dealing with.
- Also made some legislative visits while in Raleigh to discuss the proposed tax levy limits
- Elie Landrum, Assistant to the Town Manager, then presented the Q3 Quarterly Report

3B.

COMMUNICATIONS

STAFF REPORTS

1. Finance Director Brian Lee presented the Finance report
2. Captain Sherry Nash presented the Law Enforcement report
3. Fire Chief Bryan Dunn presented the Fire Department report

3C.

COMMUNICATIONS

MAYOR'S COMMENTS

- First Rockin the Burg concert held this past Saturday
- Attended the Pinwheel Ceremony at the Cabarrus County Courthouse for Child Abuse Awareness
- Attended Law Enforcement Day on May 1st honoring Cabarrus County police officers that have been lost in the line of duty
- Attended Pruitt Health's Skilled Nursing Care Week kick-off today, with a proclamation presentation and reception afterward

3D.

COMMUNICATIONS

COUNCIL COMMENTS

Councilmember Glover

- Concord is hosting the ribbon cutting for their new standalone emergency department on Wednesday at 3:00pm
- Enjoyed attending CityVision last week as it is a great opportunity to see how other municipalities are doing things
- Questioned if there is any preventive support we can provide in situations of domestic violence. Town Manager Donham stated that we can investigate what other municipalities are doing to see if there is anything out there, but we do have a crime prevention division.

Councilmember Faw

- Privileged to be in Raleigh for CityVision. It was interesting to see if they were interested in our thoughts and opinions. Learned a lot about preparing for disasters.
- Great to hear from the Youth Council and thanked all those involved in the Youth Council.

Councilmember Banks

- Participated in the recent 5k here, and it was very well done by the YMCA and the Town of Harrisburg Parks and Recreation.
- HACH held the Art Walk a couple of weeks ago and it was very well done also
- Juneteenth is coming up June 18th from 5pm to 8pm
- Look forward to working with Rob to make the Mayor Pro-Tem issue right, but also the dais nameplate has still not been reflected and there has been no decision by the Council to change anything, so also look forward to that being resolved.

Councilmember Smith

- Ran the MPO Meeting this last month since both the Chair and Vice-Chair were out. Lots of talk about projects and timelines, but no real answers at this time.
- Stallings Road issues: Harmony should be at that window now to put in the berm to buffer the retention pond, and one section of sidewalk from Harrisburg elementary to Stallings Farm awaiting update for completion status.

4A.

PUBLIC HEARING

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

The public hearing was opened.

Speaking:

- Lisa Thompson, 100 N. Tryon Street, Charlotte, NC - applicant – for
- Mike Wallace, 11460 Peach Orchard Road, Harrisburg – against
- John Ruttowski, 10891 Robinson Church Road, Charlotte, NC - against

After some discussion, the following actions were taken:

MOTION #1:

Councilmember Faw made a motion to continue the public hearing for H-2026-01 – Anx - Peach Orchard Annexation Petition to the August 10, 2026, Town Council meeting. Second was made by Councilmember Banks. **The motion passed 7-0.**

MOTION #2:

Councilmember Faw made a motion to continue the public hearing for H-2026-01 – R - Peach Orchard Map Amendment Petition to the August 10, 2026, Town Council meeting. Second was made by Councilmember Banks. **The motion passed 7-0.**

MOTION #3:

Councilmember Faw made a motion to continue the public hearing for Peach Orchard Development Agreement to the August 10, 2026, Town Council meeting. Second was made by Councilmember Banks. **The motion passed 7-0.**

5A.

OLD BUSINESS

None

6A.

NEW BUSINESS

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

After some discussion, the following action was taken:

MOTION:

Councilmember Thomas made a motion to approve FY2026 Budget Ordinance Amendment for the North Carolina Amateur Sports Grant Proceeds in the amount of \$1,000. Second was made by Councilmember Thevenin. **The motion passed 7-0.**

6B.

NEW BUSINESS

Consideration of a Construction Services Contract for Back Creek Greenway Connection at Raging Ridge Road. 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 Road. Upon completion of these coordinated projects, Raging Ridge Road will have sidewalk along both sides of the street, a protected pedestrian crossing for students, and direct access to the Back Creek Greenway network.

After some discussion, the following action was taken:

MOTION:

Councilmember Thevenin made a 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. Second was made by Councilmember Cotell. **The motion passed 7-0.**

7.

ACTION ITEMS

- Budget specifics for line items that Councilmember Cotell mentioned
- Review design on Main Street Park before more funds are approved
- Easy Button on website for the Quarterly Report
- IT professional services contract for protection
- Continuous updates for Fuda Creek Greenway

8. CLOSED SESSION

Closed Session to discuss legal and real estate matters.

MOTION:

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

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

MOTION:

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

9.

ADJOURNMENT

MOTION:

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



Jennifer Teague, Mayor

ATTEST:



Janet Rackley, Town Clerk





HarrisburgNC

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

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

Section 1. Amend the General Fund to account for 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:

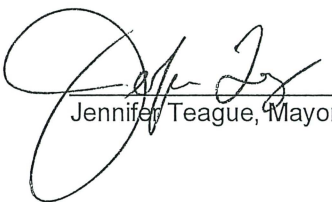
Increase line item 100-48902	\$ 11,500
Contributions - Other	

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 11th day of May, 2026.

ATTEST:


Janet Rackley, Town Clerk


Jennifer Teague, Mayor





HarrisburgNC

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

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

Section 1. Amend the General Fund to account for the 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 11th day of May, 2026.


Jennifer Teague, Mayor

ATTEST:


Janet Rackley, Town Clerk



July 27, 2026

Moore&VanAllen

VIA EMAIL: madams@harrisburgnc.gov & rdonham@harrisburgnc.gov

City of Harrisburg
4100 Main Street, Suite 101
Harrisburg, North Carolina 28075

Re: Request for Deferral

Lisa Thompson
Land Use and Development Consultant

704 331 1079
lisathompson@mvalaw.com

Moore & Van Allen PLLC

100 North Tryon Street
Suite 4700
Charlotte, NC 28202-4003

Dear Mayor, Mayor Pro Tem, and Council Members:

On behalf of the petitioner, we kindly request that consideration of the Pulte Peach Orchard development conditional rezoning and development agreement, currently scheduled for the August 10, 2026 Harrisburg Town Council meeting, be deferred to October 12, 2026. This additional time will allow Town staff and NCDOT to complete their review of the proposed roundabout/pedestrian crossing, and any related technical details.

We greatly appreciate your attention to this request and look forward to working collaboratively with staff to finalize the review process. Please let us know if you require any further information.

Sincerely,



Lisa Thompson
Land Use and Development Consultant
Moore & Van Allen, PLLC



TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearings and Consideration of Noncontiguous Voluntary Annexation H-2026-05-ANX and a Zoning Map Amendment H-2026-05-R for 7340 Paul Linker Place (PIN# 55273316120000).

Presenting Personnel:

Monterai Adams, Planning Director

Suggested Motion or Action:

The voluntary noncontiguous annexation and conventional zoning-map amendment are being processed concurrently and are presented under one agenda item. Town Council should conduct two separate public hearings and take separate final action on each matter. Under the Town Council's Policy for Decision-Making for Planning and Zoning Matters, Council may use either the two-step or one-step process. Under either process, the annexation and rezoning should remain paired for final action, with the annexation considered first.

Two-Step Decision Process

Annexation

Motion to continue consideration of annexation petition H-2026-05-ANX for 7340 Paul Linker Place to the September 14, 2026, Town Council meeting.

Zoning Map Amendment

Motion to continue consideration of zoning map amendment H-2026-05-R for 7340 Paul Linker Place to the September 14, 2026, Town Council meeting.

One-Step Decision Process

Annexation

Motion to approve annexation petition H-2026-05-ANX and adopt the ordinance annexing approximately 5.504 acres at 7340 Paul Linker Place into the Town of Harrisburg.

Zoning Map Amendment

Motion to approve zoning map amendment H-2026-05-R and adopt the ordinance amending the Official Zoning Map to apply the Town of Harrisburg Rural Estate (RE) zoning district to approximately 5.504 acres at 7340 Paul Linker Place, subject to approval of the related annexation petition.

Consistency and Reasonableness Statement

Motion to approve the consistency and reasonableness statement for zoning map amendment H-2026-05-R, finding that the amendment is consistent with the Harrisburg Area Land Use Plan, reasonable, and in the public interest because the proposed Rural Estate zoning is compatible with the surrounding low-density residential character and appropriate for the size and configuration of the property.

Description/Background:

The property owner has petitioned the Town to annex and rezone approximately 5.504 acres at 7340 Paul Linker Place. The vacant property is currently located in unincorporated Cabarrus County and is zoned Low Density Residential.

Following annexation under petition H-2026-05-Anx, the applicant is requesting that the Town apply the Rural Estate zoning district through zoning map amendment H-2026-05-R. The property is a flag lot without direct access to a public right-of-way. The owner is working with Cabarrus County to extend Paul Linker Place approximately 630 feet through a privately dedicated right-of-way.

The preliminary development concept includes a private well and connection to the WSACC sewer line near the rear of the property. A portion of the rear of the site is within a flood zone. The owner will be responsible for obtaining all required access, utility, floodplain, and development approvals and for all related costs. The proposed plan is illustrative only and is not binding as part of this conventional rezoning.

The Harrisburg Area Land Use Plan designates the property as Very Low Density Residential. The proposed Rural Estate zoning district is compatible with that designation and the surrounding low-density residential character.

The Planning and Zoning Board considered the request at its July meeting and recommended approval, finding that the amendment is reasonable and in the public interest.

Recommendation:

Staff recommends approval of annexation petition H-2026-05-ANX and zoning map amendment H-2026-05-R to apply the Town of Harrisburg Rural Estate zoning district to approximately 5.504 acres at 7340 Paul Linker Place.

Fiscal Impact:

No direct fiscal impact is anticipated from approval of the annexation and zoning map amendment.

Attachments:

1. H-2026-05_R Paul Linker Place_TC Report.Final
2. Attachment A- Annexation Application - H-2026-05-ANX 7340 Paul Linker Place
3. Attachment B – Annexation agreement Map with City of Concord
4. Attachment C-Certificate of Sufficiency - 7340 Paul Linker Place
5. Attachment D- Resolution Fixing Date of Public Hearing - 7340. Paul Linker Place
6. Attachment E– Draft Annexation Ordinance 7035 - H-2026-05-ANX 7340 Paul Linker Place
7. Attachment F– Application- H-2026-05-R- 7340 Paul Linker Pl
8. Attachment G- Draft Conventional Rezoning Ordinance for H-2026-05-R 7340 Paul Linker Place
9. Attachment H- Proposed Plan - 7340 Paul Linker Place



Planning and Zoning Department

**Staff Report – Town Council
Annexation H-2026-05-ANX
Rezoning H-2026-05-R**

DATE: August 10, 2026

SUBJECT: H-2026-05-ANX 7340 Paul Linker Place Annexation
H-2026-05-R 7340 Paul Linker Place Zoning Map Amendment
Request to rezone approximately 5.504 acres from Cabarrus County
LDR (Low Density Residential) to Town of Harrisburg Rural Estate
(RE) zoning district.

LOCATION: 7340 Paul Linker Place (PIN#55273316120000)

APPLICANT: Jacob John Carter
Representing Kara Linker Goldstein (the property owner)

Staff Report Prepared by: Monterai Adams, Planning Director

Neighborhood Meeting: Exempt

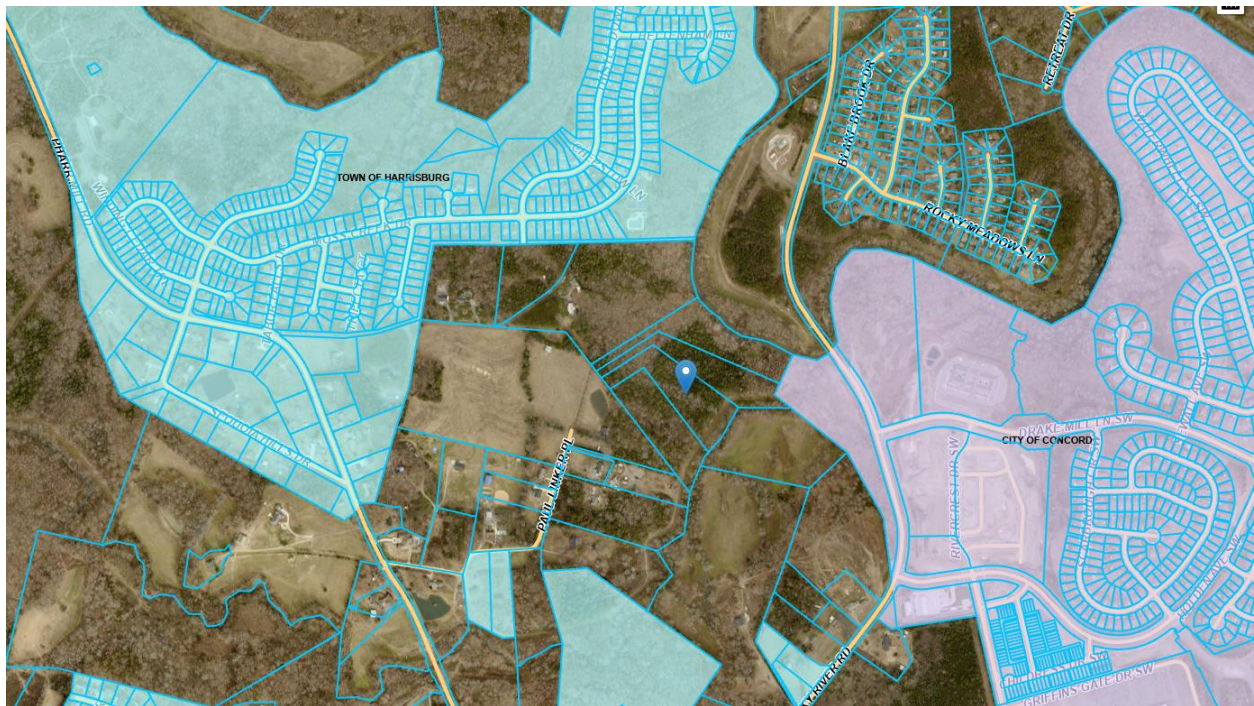
Existing Land Use: Vacant

Zoning within 500 feet: North - Low Density Residential (LDR), Cabarrus County
South - Low Density Residential (LDR), Cabarrus County
East - Low Density Residential (LDR) & PUD Cabarrus County
West - Low Density Residential (LDR), Cabarrus County

Land Uses within 500 feet: North - Single-family Residential, County
South - Single-family Residential and Vacant, County
East - Single-family Residential, County
West - Single-family Residential, County



BACKGROUND: The subject property is approximately 5.504-acre lot located within Cabarrus County. The property is a flag lot and has no direct access to any public rights-of-way. The property owner is requesting to rezone and annex the parcel into the Town of Harrisburg to connect to Town utilities (water & sewer) per Town policy. The applicant plans to obtain a new well for water service on site and to connect to the WSACC sewer line in the rear of the property. All costs and burden to achieve such approval from Cabarrus County are the owner's responsibility. This rezoning action is running concurrently to the annexation process to be considered together at the August 10th Town Council public hearing. The annexation record is H-2026-05-ANX.



The property owner is working with Cabarrus County to extend Paul Linker Place approximately 630 feet to provide a right-of-way access to the subject site via a 60-foot wide privately

dedicated right-of-way to Pharr Mill Road, per the following plan. All costs and burden to achieve such approval from Cabarrus County are the owner's responsibility.



ANALYSIS:

The subject property was originally platted in 2004, as Lot 2 of R.H. Linker Estate in Cabarrus County. A survey of the property reveals that the rear (Southeast) portion of the parcel is located within a flood zone; however, the property still provides adequate area for development of a single-family dwelling unit. The closest existing water and sewer lines are approximately 800 feet to the north within the Canterfield Estates Neighborhood. The closest connection for sewer is a WSACC line along the backside of the property. The property owner will be responsible for securing all required approvals and for all costs associated with providing water and sewer service to the property. This rezoning request comes with a request to annex the property into the Harrisburg Town Limits. The property is in the Harrisburg annexation area of the agreement area with the City of Concord as shown in attachment B of this packet. It is a noncontiguous annexation but meets all the requirements per NC General Statute §160A-58.1.

The applicant has petitioned the Town to rezone the property from Cabarrus County Low Density Residential (LDR) to Town of Harrisburg Rural Estate (RE). RE zoning district standards are shown below:

Table 140.02.01-2, RE Dimensional Standards

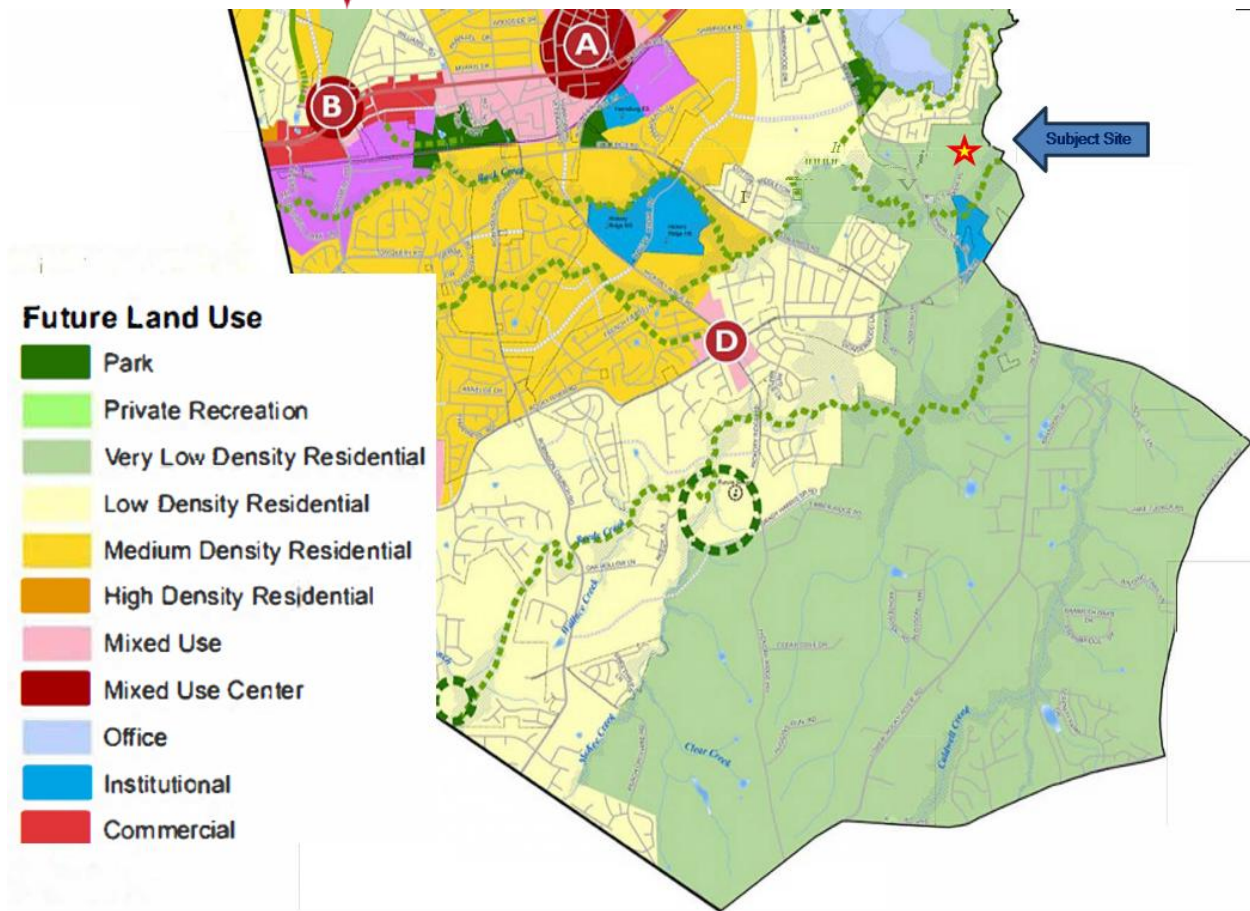
Development Type	Gross Density	Common Open Space, minimum ¹		Lot Dimensions, minimums		Bulk Standards					
				Lot Area (per D.U.)	Lot Width	Height, max.	Yard, min. (ft.)				Lot Coverage, max.
	Units per Acre	% of Development	% in-accessible ²	(sq. ft.)	(ft.)	(ft.)	Front	Side Interior	Exterior Side	Rear	(%)
Single-Family Detached Dwelling or Modular Home											
Conventional	.80	15	10	43,560	150	35	50	20	40	30	N/A
Conservation	to 2.0	35	10	14,750	125	35	25	10	20	25	30
Nonresidential											
N/A	N/A	N/A	N/A	87,120	200	35	50	20	40	30	30

Table Notes:

1. Refer to [142.02.11.F](#), *Public Open Space Dedication*.
2. Measured as a percentage of required open space.

Based on the existing lot dimensions, the RE zoning classification would be the appropriate zoning classification (lot size, width, and setbacks). According to the UDO, the RE zoning classification should align with the Very Low-Density Residential land use classification of the Harrisburg Area Land Use Plan (HALUP).

The HALUP map provided on the following page (page 5), places the subject property within the Very Low-Density Residential land use classification. This future land use classification is characterized by low to moderate-density residential development, (1 to 2 dwelling units to the acre), targeted for single-family detached home development. The subject property is over 5 acres (5.504) and is an existing flag lot. Flag lots by definition have skinny poles and then widen out after the lot gets past the pole. In practice the width of a flag lot is not measured at the pole but afterwards. Per measurement in Map Cabarrus the lot width at the flag is 165 feet wide. Also, per 142.02.05.B.3.c. of the UDO, lots fronting on approved private streets are exempt from having frontage. Since the HALUP is a guide, the Town Council may approve a rezone that does not perfectly align with the adopted land use plan. Given the low density of the Very low density residential future land use the property does align with the HALUP.



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

1. The proposed zoning map amendment substantially conforms to the standards and purpose of the Unified Development Ordinance.
2. The proposed zoning map amendment will not be detrimental to or endanger the public health, safety, or welfare, and adequate public facilities are present to serve.
3. This application follows the public hearing process as provided within the UDO.
4. The map amendment demonstrates compatibility with the character, permitted uses, building types, of the surrounding neighborhood.
5. The proposed zoning map amendment generally complies with the HALUP in that it is limited to single-family residential use as is, within an existing single-family residential country style “neighborhood.” As a conventional rezoning someone could develop the lot in compliance with RE zoning but the applicant is looking to purchase this for a single-family home.



Criteria in Section 145.03.02 (B):

1. Whether:

- a) The proposed rezoning is compatible with the surrounding area, or the adopted Harrisburg Area Land Use Plan (HALUP);

The proposed rezoning is compatible with the surrounding area.

- b) There will be adverse effects on the capacity or safety of the portion of street network influenced by the Zoning Map Amendment;

No adverse effect on capacity or safety of the street network will result from this zoning map amendment because the site is an existing lot planned for single-family residential development.

- c) Parking problems

Parking problems will not result from the development of the existing lot.

- d) Environmental impacts that the new use will generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances.

No environmental impacts should result from this map amendment and development on the existing lot consistent with the regulations of the Town's UDO.

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

The proposed map amendment will not change the character of the area because it is an existing lot within the platted R.H. Linker Estate subdivision.

3. The zoning districts and existing land uses of the surrounding properties;

The proposed residential zoning district is compatible with the existing residential zoning and residential land uses of the surrounding properties.

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

The subject property is suitable for the uses under the existing and proposed single-family residential zoning district.



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

The subject property is approximately 5.504 acres in size, with suitable dimensions to accommodate a single-family residential dwelling consistent with the UDO, including on-site parking.

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

The proposed map amendment is compatible with the adjacent neighborhood because it is a single-family designation and is of similar size and use as other lots within the R.H. Linker Estate that will support the stability and character of the community.

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

The subject property was platted in 2004 as part of an approved plat within Cabarrus County. It has remained vacant since that time.

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

Land supply is not a direct issue in the area.

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

The existing zoning was not in error at the time of adoption.

STAFF RECOMMENDATION:

Staff recommends that Town Council approve rezoning case H-2026-05-R, rezoning approximately 5.504 acres at 7340 Paul Linker Place from Cabarrus County Low Density Residential (LDR) to Town of Harrisburg Rural Estate (RE) zoning district, subject to approval of the related annexation petition.

PLANNING BOARD MEETING:

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

- To recommend to the Town Council to approve the zoning map amendment (H-2026-05-R) establishing RE zoning on the subject property; and
- Make the required finding that the map amendment is a reasonable request and in the best interest of the public.

TOWN COUNCIL ACTION REQUESTED: The subject case consists of two action items:

1. H-2026-05-ANX 7340 Paul Linker Place Annexation; and
2. H-2026-05-R 7340 Paul Linker Place Map Amendment



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 August 10th, with a Final Decision to be made on September 14th. 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 September 14th)

- Motion to continue consideration of H-2026-05-ANX 7340 Paul Linker Place annexing the subject property into the Town of Harrisburg.
- Motion to continue consideration of H-2026-05-R 7340 Paul Linker Place rezoning the subject property from Cabarrus County Low Density Residential (LDR) to Town of Harrisburg Rural Estate (RE) zoning district.

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

- Motion to approve H-2026-05-ANX 7340 Paul Linker Place annexing the subject property into the Town of Harrisburg.
- Motion to approve H-2026-05-R and adopt the ordinance amending the Official Zoning Map to rezone approximately 5.504 acres located at 7340 Paul Linker Place from Cabarrus County Low Density Residential (LDR) to the Town of Harrisburg Rural Estate (RE) zoning district, and to approve the associated consistency and reasonableness statement.
- Consistency Statement for the one-step decision making process: Motion to approve the consistency and reasonableness statement for zoning map amendment H-2026-05-R, finding that the amendment is consistent with the Harrisburg Area Land Use Plan, reasonable, and in the public interest because the proposed Rural Estate zoning is compatible with the surrounding low-density residential character and appropriate for the size and configuration of the property.



Attachment A – Application- H-2026-05-ANX- 7340 Paul Linker Place
Attachment B – Annexation Agreement Map with City of Concord
Attachment C– Certificate of Sufficiency
Attachment D– Resolution Fixing the Public Hearing Date
Attachment E– Draft Annexation Ordinance for H-2026-05-ANX 7340 Paul Linker Place
Attachment F– Application- H-2026-05-R- 7340 Paul Linker Place
Attachment G- Draft Conventional Rezoning Ordinance for H-2026-05-R 7340 Paul Linker Place
Attachment H- Proposed Plan



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

ANNEXATION APPLICATION

REQUEST FOR ANNEXATION

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

PROPERTY INFORMATION

Property Location/Address: 7340 PAUL LINKER PL HARRISBURG NC 28075

Tax Map and Parcel Number (PIN): 55273316120000

Current Zoning: LDR

Current Land Use: None

Area to be annexed is: ☐ Contiguous ☒ Non-Contiguous

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

See copy of Metes and Bounds attached.

CONTACT INFORMATION

Contact Person: Jacob John Carter, Potential Purchaser

Company: _____

Address: 3122 Cyan Drive Apt 8 City, State, Zip Charlotte, NC 28262

Phone Number: 925-325-5065 Email Address: jakejcarter@yahoo.com

Applicant Name (if different from above): _____

Company: _____

Address: _____ City, State, Zip _____

Phone Number: _____ Email Address: _____

Owner Name: Kara linker Goldstein

Company: _____

Address: 2103 Basswood Drive City, State, Zip Lafayette Hill, PA 19444

Phone Number: 610-761-3152 Email Address: klgoldstein1@gmail.com



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

SIGNATURE OF OWNER(S)

Owner name:	Kara Linker Goldstein	
Address:	2103 Basswood Drive	City, State, Zip Lafayette Hill, PA 19444
Owner Signature:	Kara Goldstein	Date: 05/14/2026
Owner name:		
Address:		City, State, Zip
Owner Signature:		Date:
Owner name:		
Address:		City, State, Zip
Owner Signature:		Date:
Owner name:		
Address:		City, State, Zip
Owner Signature:		Date:
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Owner name:		
Address:		City, State, Zip
Owner Signature:		Date:
Owner name:		
Address:		City, State, Zip
Owner Signature:		Date:



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

AFFIDAVIT OF COMPLETENESS AND ACCURACY

(to be completed by the individual submitting the application)

STATEMENT OF COMPLETENESS AND ACCURACY:

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

I understand that any knowingly false, inaccurate or incomplete information provided by me will result in denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required to process this application. I further consent to the Town of Harrisburg to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree with all terms and conditions, which may be imposed as part of the approval of this application.

Applicant Name: Jacob John Carter Submittal Date: 05/14/2026

Applicant Signature:  dotloop verified
05/14/26 2:14 PM EDT
JEPD-3LXA-S8FR-HLYA

REQUIRED ATTACHMENTS

All Annexation Application submittals must be accompanied by:

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

STAFF USE ONLY

Record of Process

Date Received: 6/4/2026

Application Number: H-2026-05-Anx

Is Application Complete? ☒ Yes ☐ No

Public Hearing Date(s): TBD

Published Notice Date: TBD

Mailed Notice Date: TBD

Final Action Application Notification mailed Date: TBD

Town Staff Signature: _____

Record of Decision

Reviewed By: _____

Recommendation: ☐ Approve ☐ Deny

Final Action: ☐ Approve ☐ Deny

Metes and Bounds of the property at 7340 Paul Linker Place

Beginning at a ½" rebar having the NC 83(2011) grid datum coordinates of Northing 573,840.12 feet and Easting 1,522,448.97 feet and being shown as the westernmost corner of Lot 4, Plat Book 44, Page 105 of the Cabarrus County, North Carolina Register of Deeds; said rebar being in Number 1 Township, Cabarrus County, North Carolina, thence the following two calls:

1. S36°25'55"E 60.20' to a ½" rebar and
2. S36°31'38"E 60.01'

To a ½" rebar marking the westernmost corner of Lot 2 of Plat Book 44, Page 105, the true **POINT OF BEGINNING**; thence following the northern & eastern calls for Lot 2 the following three calls:

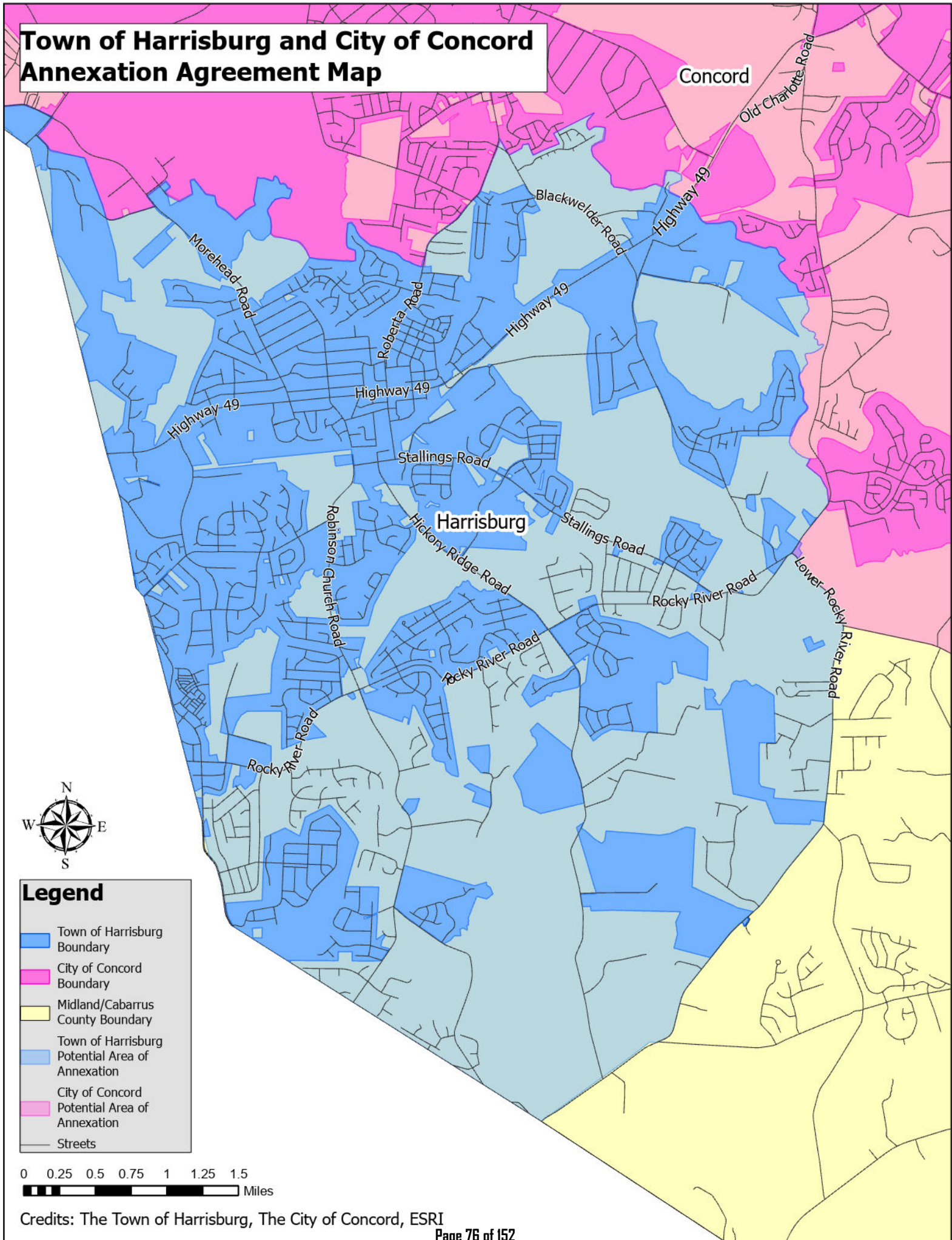
1. N58°30'30"E 435.09' to a ½" rebar,
2. S52°04'24"E 741.15' to a ½" rebar, and
3. S52°04'24"E 22.5'

To a calculated point in the bed of Back Creek, said point being the easternmost corner of Lot 2; thence following the eastern and southern calls for Lot 2 the following six calls

1. S30°32'27"W 230.00' to a calculated point in the bed of Back Creek,
2. S41°32'27"W 146.71' to a calculated point in the bed of Back Creek,
3. N36°29'37"W 22.79' to a ½" rebar,
4. N36°29'37"W 746.28' to a ½" rebar
5. S58°30'17"W 284.30' to a ½" rebar, and
6. N36°30'35"W 99.84'

To the **POINT OF BEGINNING** and **encompassing** 5.504 acres as reflected in a retracement survey Lot 2, Plat Book 44, Page 105 performed by John A. McHenry PLS 3676 of Seven Parts Surveying, PLLS on April 22, 2026.

Town of Harrisburg and City of Concord Annexation Agreement Map





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

I, Janet Rackley, Clerk, do hereby certify that I have investigated the petitions attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 24th day of June 2026.




Janet Rackley, Clerk



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

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on August 10, 2026.

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

Beginning at a ½" rebar having the NC 83(2011) grid datum coordinates of Northing 573,840.12 feet and Easting 1,522,448.97 feet and being shown as the westernmost corner of Lot 4, Plat Book 44, Page 105 of the Cabarrus County, North Carolina Register of Deeds; said rebar being in Number 1 Township, Cabarrus County, North Carolina, thence the following two calls:

1. S36°25'55"E 60.20' to a ½" rebar and
2. S36°31'38"E 60.01'

To a ½" rebar marking the westernmost corner of Lot 2 of Plat Book 44, Page 105, the true **POINT OF BEGINNING**; thence following the northern & eastern calls for Lot 2 the following three calls:

1. N58°30'30"E 435.09' to a ½" rebar,
2. S52°04'24"E 741.15' to a ½" rebar, and
3. S52°04'24"E 22.5'

To a calculated point in the bed of Back Creek, said point being the easternmost corner of Lot 2; thence following the eastern and southern calls for Lot 2 the following six calls

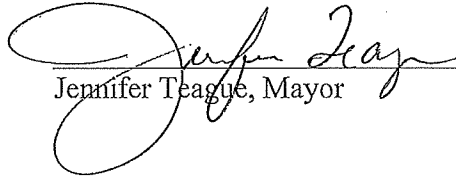
1. S30°32'27"W 230.00' to a calculated point in the bed of Back Creek,
2. S41°32'27"W 146.71' to a calculated point in the bed of Back Creek,



3. N36°29'37"W 22.79' to a ½" rebar,
4. N36°29'37"W 746.28' to a ½" rebar
5. S58°30'17"W 284.30' to a ½" rebar, and
6. N36°30'35"W 99.84'

To the **POINT OF BEGINNING** and encompassing 5.504 acres as reflected in a retracement survey Lot 2, Plat Book 44, Page 105 performed by John A. McHenry PLS 3676 of Seven Parts Surveying, PLLS on April 22, 2026.

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


Jennifer Teague, Mayor

ATTEST:


Janet Rackley, Clerk



ORDINANCE #7035

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

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

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

WHEREAS, the Town of Harrisburg Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Harrisburg Town Hall, 4100 Main Street, Suite 101, Harrisburg, N.C. on August 10, 2026, after due notice by Independent Tribune; and

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

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

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

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

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

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

Beginning at a ½” rebar having the NC 83(2011) grid datum coordinates of Northing 573,840.12 feet and Easting 1,522,448.97 feet and being shown as the westernmost corner of Lot 4, Plat Book 44, Page 105 of the Cabarrus County, North Carolina Register of Deeds; said rebar being in Number 1 Township, Cabarrus County, North Carolina, thence the following two calls:

1. S36°25'55"E 60.20' to a ½” rebar and
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5. S58°30'17"W 284.30' to a ½” rebar, and
6. N36°30'35"W 99.84'

To the **POINT OF BEGINNING and encompassing** 5.504 acres as reflected in a retracement survey Lot 2, Plat Book 44, Page 105 performed by John A. McHenry PLS 3676 of Seven Parts Surveying, PLLS on April 22, 2026.

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

Section 2. Upon and after August 10, 2026, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Harrisburg and shall be entitled to the same privileges and benefits as other parts of the Town of Harrisburg. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this 10th day of August, 2026

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

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: Rezoning of 7340 Paul Linker Place

Project Location/Address: 7340 PAUL LINKER PL HARRISBURG NC 28075

Tax Map and Parcel Number (PIN): 55273316120000

Zoning: Existing: LDR Proposed: RE

Lane Use: Existing: None Proposed: Single Family Home

Description of Request (attach separate sheet if needed):

Request for rezoning the 5.5 acre property located within Cabarrus County at 7340 Paul Linker Place for the purpose of connecting to the utilities.

Contact Information

Project Manager/Contact Person: Jacob John Carter, Potential Purchaser

Company: _____

Address: 3122 Cyan Drive Apt 8 City, State, Zip: Charlotte, NC 28262

Phone Number: 925-325-5065 Email Address: jakejcarter@yahoo.com

Applicant Name (if different than above): _____

Company: _____

Address: _____ City, State, Zip: _____

Phone Number: _____ Email Address: _____

Owner Name: Kara Linker Goldstein

Company: _____

Address: 2103 Basswood Drive City, State, Zip: Lafayette Hill, PA 19444

Phone Number: 610-761-3152 Email Address: klgoldstein1@gmail.com

Owner's Consent

Kara Linker Goldstein ("Owner") certifies that it is the owner of the property located at
7340 PAUL LINKER PL HARRISBURG NC 28075 ("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, Jacob John Carter 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: Kara Goldstein Date: 05/14/2026

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

Project Name: Rezoning of 7340 Paul Linker Place Submittal Date: 05/14/2026

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: Jacob John Carter

Applicant Signature: 

dotloop verified
05/14/26 2:14 PM EDT
NIHH-OYW5-5IG6-HP52

Staff Use Only

Record of Process

Date Received: _____

Application Number: _____

Is Application Complete? ☐ Yes ☐ No

Public Hearing Date(s): _____

Published Notice Date: _____

Mailed Notice Date: _____

Posted Notice Date: _____

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 use 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



ORDINANCE TO AMEND THE TOWN OF HARRISBURG OFFICIAL ZONING MAP

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

WHEREAS, the Applicant Jacob John Carter, and Property Owner Kara Linker Goldstein, submitted a zoning map amendment petition (H-2026-05-R) to rezone PIN# 55273316120000 from a Cabarrus County zoning designation (LDR) to Harrisburg Rural Estate (RE) zoning district associated with an annexation petition (H-2026-05-ANX); and

WHEREAS, the public hearing for this zoning map amendment has been noticed in compliance with North Carolina General Statutes; and

WHEREAS, the Planning and Zoning Advisory Board reviewed this zoning map amendment petition (H-2026-05-R) at its July 21, 2026, public meeting and voted unanimously (6-0) to recommend approval to the Town Council finding that the rezoning is consistent with the Harrisburg Area Land Use Plan Map (HALUP).

WHEREAS, the Harrisburg Town Council held a public hearing on August 10, 2026, for the map amendment and, after considering the testimony in the public hearing and Council deliberations, made the finding that this petition is consistent with Common Decision Criteria found within Section 145.01.07.A and Specific Review Criteria in Section 145.03.03(E) of the UDO; and

- The proposed project (H-2026-05-R) is a reasonable request and in the public interest as it is consistent with the existing zoning adjacent to the subject property and consistent with the provisions of the Harrisburg Area Land Use Plan; and

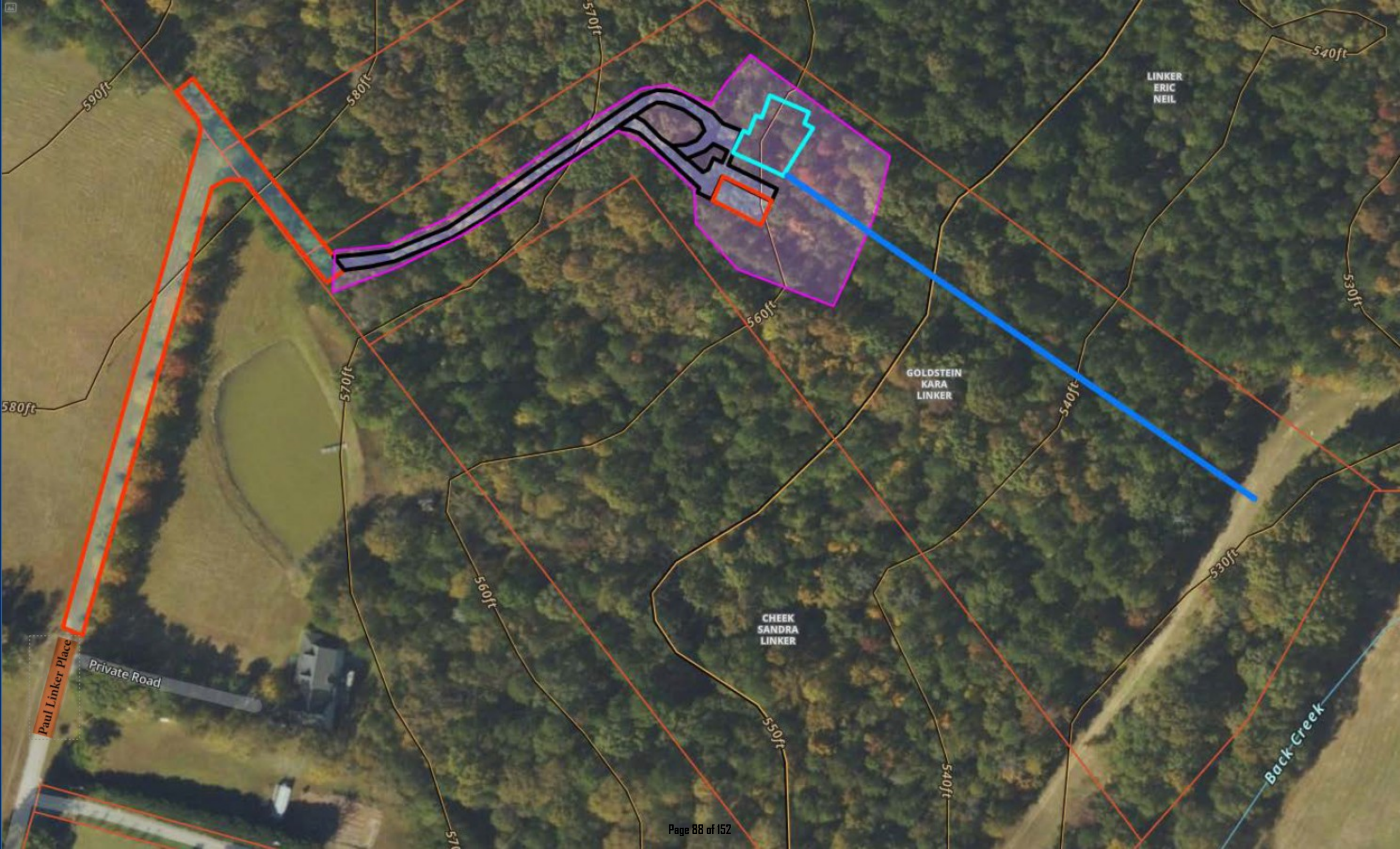
NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Harrisburg, North Carolina, that approval is hereby granted to H-2026-05- R-7340 Paul Linker Place and the Harrisburg Zoning Map is hereby amended establishing Rural Estate (RE) zoning to (PIN# 55273316120000).

PASSED and ADOPTED this 10th day of August 2026.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk





TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearings and Consideration of Noncontiguous Voluntary Annexation H-2026-02-Anx and a Zoning Map Amendment H-2026-07-R for 9274 Naron Lane (PID# 55066139710000).

Presenting Personnel:

Monterai Adams, 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 August 10th, with a Final Decision to be made on September 14th. 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 Process

Annexation

Motion to continue consideration of annexation petition H-2026-02-ANX for 9274 Naron Lane to the September 14, 2026, Town Council meeting.

Zoning Map Amendment

Motion to continue consideration of zoning map amendment H-2026-07-R for 9274 Naron Lane to the September 14, 2026, Town Council meeting.

One-Step Decision Process

Annexation

Motion to approve annexation petition H-2026-02-ANX and adopt the ordinance annexing approximately 0.47 acres at 9274 Naron Lane into the Town of Harrisburg.

Zoning Map Amendment

Motion to approve zoning map amendment H-2026-07-R and adopt the ordinance amending the Official Zoning Map to apply the Town of Harrisburg Residential Medium (RM) zoning district to approximately 0.47 acres at 9274 Naron Lane, subject to approval of the related annexation petition.

Consistency and Reasonableness Statement

- Motion to approve the consistency and reasonableness statement for zoning map amendment H-2026-07-R, finding that the amendment is consistent with the Harrisburg Area Land Use Plan,

reasonable, and in the public interest because the proposed Residential Medium zoning is compatible with the surrounding low-density residential character and appropriate for the size and configuration of the property and the existing neighborhood.

Description/Background:

The property owner has petitioned the Town to annex and rezone an approximately 0.47-acre vacant parcel at 9274 Naron Lane in the Bradford Park neighborhood. The property is currently located in unincorporated Cabarrus County and is zoned Low Density Residential.

Following a noncontiguous annexation under petition H-2026-02-ANX, the applicant is requesting that the Town apply the Residential Medium zoning district through zoning map amendment H-2026-07-R. The proposed zoning would allow continued single-family residential use and is compatible with the surrounding neighborhood.

The Harrisburg Area Land Use Plan designates the property as Low Density Residential, allowing up to three dwelling units per acre. Development of one dwelling on the 0.47-acre parcel would equal approximately 2.12 dwelling units per acre and would be within the anticipated density range.

The property is affected by drainage, sewer, and stream-buffer constraints; however, staff has determined that sufficient area remains for development of a single-family dwelling, subject to all applicable development-review requirements. The proposed house and survey are illustrative only and are not binding conditions of this conventional rezoning.

The Planning and Zoning Board considered the request at its July meeting and recommended approval, finding that the amendment is reasonable and in the public interest.

Recommendation:

Staff recommends approval of annexation petition H-2026-02-ANX and zoning map amendment H-2026-07-R to apply the Town of Harrisburg Residential Medium zoning district to approximately 0.47 acres at 9274 Naron Lane.

Fiscal Impact:

No direct fiscal impact is anticipated from approval of the annexation and zoning map amendment.

Attachments:

1. H-2026-07_Naron Ln_TC Report FINAL
2. Attachment A – Application- H-2026-02-ANX- 9274 Naron Ln.
3. Attachment B – Annexation agreement Map with City of Concord
4. Attachment C- Certificate of Sufficiency - 9274 Naron Lane
5. Attachment D– Resolution Fixing Date of Public Hearing - 9274 Naron Lane
6. Attachment E– Draft Annexation Ordinance 7036 - H-2026-02-ANX 9274 Naron Lane
7. Attachment F– Application- H-2026-07-R- 9274 Naron Ln.
8. Attachment G- Draft Conventional Rezoning Ordinance for H-2026-07-R 9274 Naron Ln
9. Attachment H–Property Survey with Proposed House



Planning and Zoning Department

**Staff Report – Town Council
Annexation H-2026-02-ANX
Rezoning H-2026-07-R**

DATE: August 10, 2026

SUBJECT: H-2026-02-ANX – 9274 Naron Lane Annexation
H-2026-07-R – 9274 Naron Lane Zoning Map Amendment
Request to annex and rezone approximately 0.47 acres from
Cabarrus County LDR (Low Density Residential) to Town of
Harrisburg Residential Medium (RM) zoning district

LOCATION 9274 Naron Lane (PIN#55066139710000)

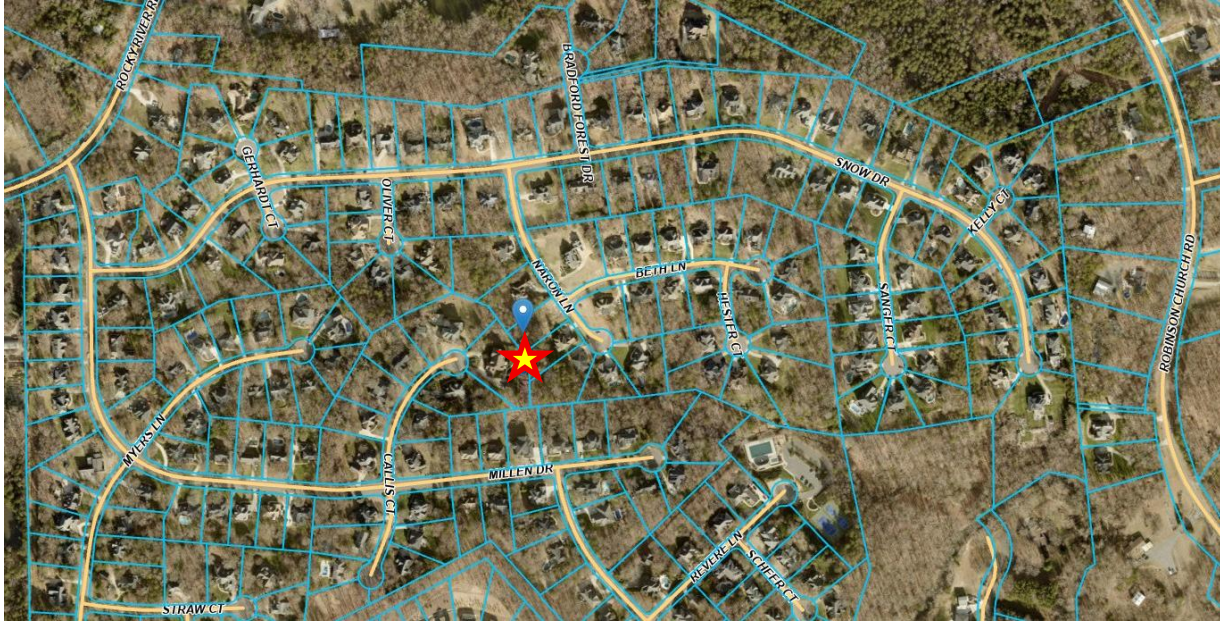
APPLICANT: Tyler Wiethorn, Whitehall Land Survey, PLLC
Applying on behalf of KEBL, LLC (the property owner)

Staff Report Prepared by: Monterai Adams, Planning Director

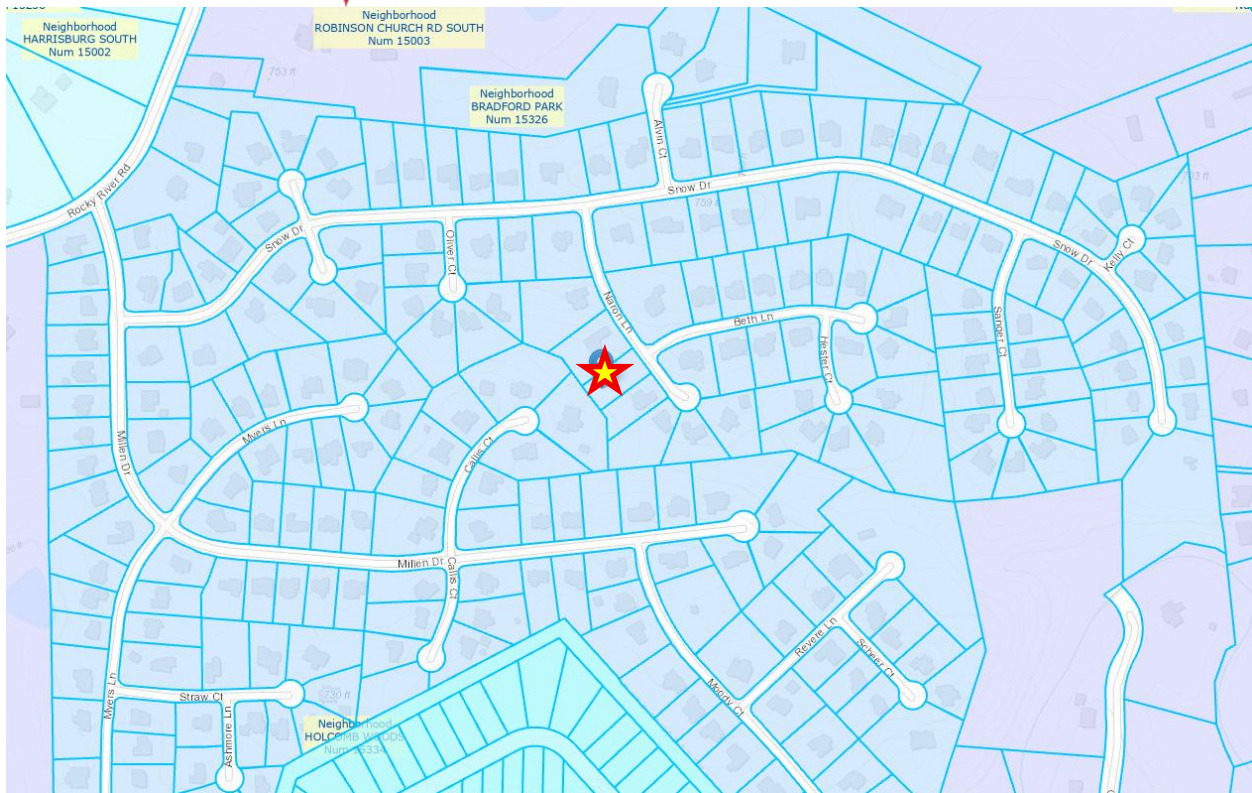
Neighborhood Meeting: Exempt
Existing Land Use: Vacant

Zoning within 500 feet: North - Low Density Residential (LDR), Cabarrus County
South - Low Density Residential (LDR), Cabarrus County
East - Low Density Residential (LDR), Cabarrus County
West - Low Density Residential (LDR), Cabarrus County

Land Uses within 500 feet: North - Single-family Residential, County
South - Single-family Residential and Vacant, County
East - Single-family Residential, County
West - Single-family Residential, County



BACKGROUND: The subject property is a 0.47-acre lot located within the Bradford Park neighborhood located south of Rocky River Road, in Cabarrus County. The property is one of the few remaining undeveloped properties within the neighborhood. The property owner is requesting to rezone and annex the parcel into the Town to connect to Town utilities (water & sewer) per Town policy. This rezoning action is running concurrently to the annexation process to be considered together at the August 10th Town Council public hearing. The annexation record is H-2026-02-ANX.



ANALYSIS:

The subject property was originally platted in 1990 as Lot 172 of Bradford Park Phase II, Map 3 in Cabarrus County. A plat revision was recorded in 2000, which included the subject property, modifying the location of the 20-foot drainage easement across multiple lots on Naron Lane. A survey of the property reveals that the property is constrained by sanitary sewer and drainage easements; however, the property still provides adequate area for development of a single-family dwelling unit. The plats and the survey are included as Attachment H with the application. The proposed house and survey are illustrative only and are not binding conditions of this conventional rezoning. The Town has water and sewer lines running along the roads within the neighborhood. The property also shows a 55-foot intermittent stream buffer along the rear due to a stream located behind the property. There is still enough room to build outside of the drainage easement and the stream buffer. Final compliance with the stream buffer, drainage easement, grading, utility capacity, connection, and clearance requirements will be confirmed during development review. This rezoning request comes with a request to annex the property into the Harrisburg Town Limits. The property is in the Harrisburg annexation area of the agreement area with the City of Concord as shown in attachment B of this packet. It is a noncontiguous annexation but meets all the requirements per NC General Statute §160A-58.1.

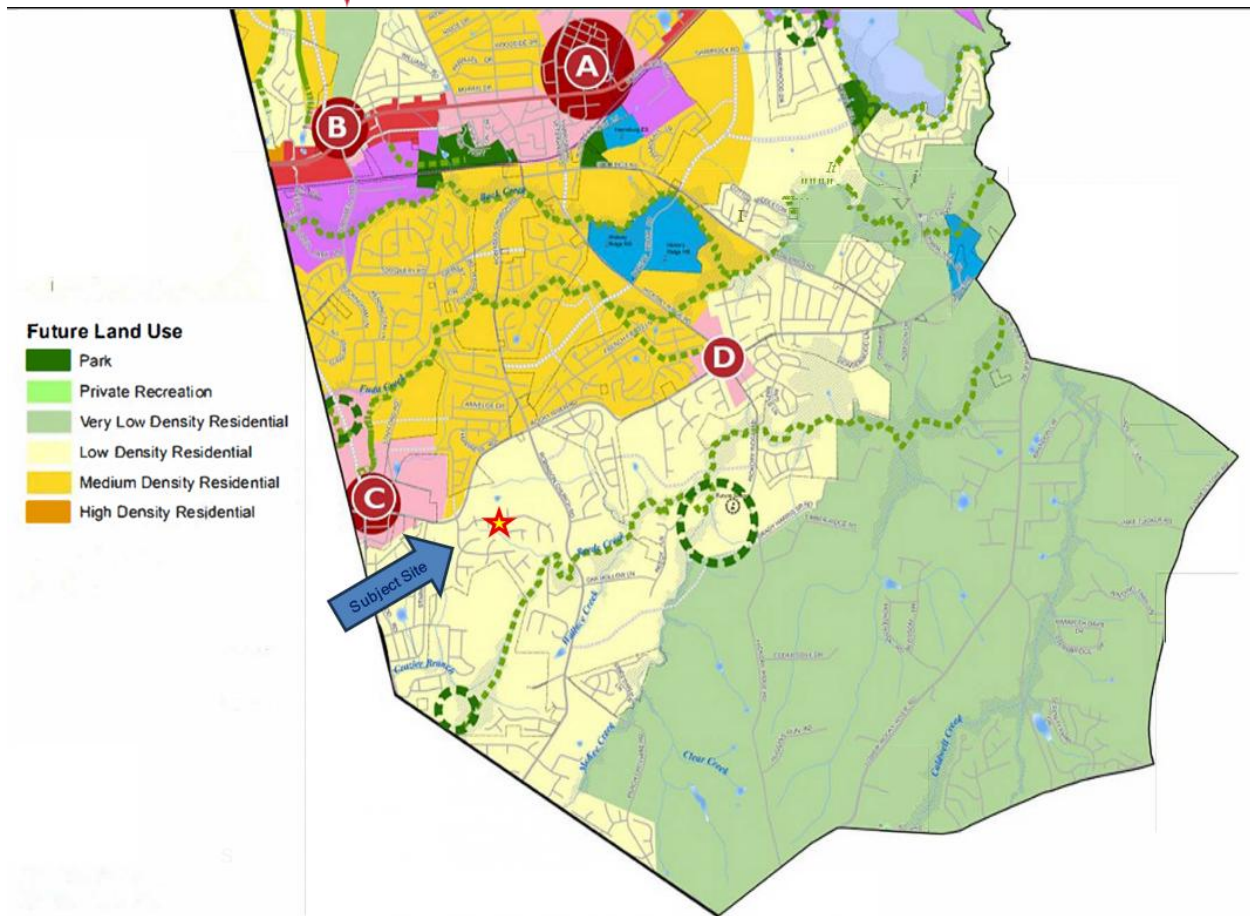


The applicant has petitioned the Town to rezone the property from Cabarrus County Low Density Residential (LDR) to Town of Harrisburg Residential Medium (RM). The standards for the RM zoning district are as follows:

Table 140.02.01-4, RM Dimensional Standards											
Development Type	Gross Density	Common Open Space, minimum ¹		Lot Dimensions, minimums		Bulk Standards					
				Lot Area (per D.U.)	Lot Width	Height, max.	Yard, min. (ft.)				Lot Coverage, max.
	Units per Acre	% of Development	% in-accessible ²	(sq. ft.)	(ft.)	(ft.)	Front	Side Interior	Exterior Side	Rear	(%)
Single-Family Detached Dwelling or Modular Home											
Conventional	2.0 to	12	10	15,000	75	35	25	10	20	25	N/A
Conservation	3.0	30	10	9,500	55	35	20	10	20	25	45

Based on the existing lot dimensions, the RM zoning classification would be the appropriate zoning classification based on lot size, width, and setbacks. With Bradford Park being an older established neighborhood, there are many lots in the neighborhood that are of similar acreage to 9274 Naron Lane. Rezoning the parcel to the RM zoning district also avoids creating a non-conforming lot as it relates to lot size and width. According to the UDO, the RM zoning classification should align with the Medium Density Residential land use classification of the Harrisburg Area Land Use Plan (HALUP).

The HALUP map provided on page 5 below, places the subject property within the Low-Density Residential land use classification. This future land use classification is characterized by low to moderate-density residential development, (up to 3 dwelling units per acre), targeted for single-family detached home development. The subject property is just under a half-of-an acre (0.47) and one home on that size lot would meet the density of the land use classification.



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

1. The proposed zoning map amendment substantially conforms to the standards and purpose of the Unified Development Ordinance.
2. The proposed zoning map amendment will not be detrimental to or endanger the public health, safety, or welfare, and adequate public facilities are present to serve.
3. This application follows the public hearing process as provided within the UDO.
4. The map amendment demonstrates compatibility with the character, permitted uses, building types, of the surrounding neighborhood.
5. The proposed zoning map amendment generally complies with the HALUP in that it is slightly over the anticipated density (2.12 dwelling units per acre), it is limited to single-family residential use, within an existing single-family residential neighborhood.



Criteria in Section 145.03.02 (B):

1. Whether:

- a) The proposed rezoning is compatible with the surrounding area, or the adopted [Harrisburg Area Land Use Plan](#) (HALUP);

The proposed rezoning is compatible with the surrounding area.

- b) There will be adverse effects on the capacity or safety of the portion of street network influenced by the Zoning Map Amendment;

No adverse effect on capacity or safety of the street network will result from this zoning map amendment because the site is an existing lot in an existing neighborhood planned for single-family residential development.

- c) Parking problems;

Parking problems will not result from the development of the existing lot.

- d) Environmental impacts that the new use will generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances.

No environmental impacts should result from this map amendment and development on the existing lot consistent with the regulations of the Town's UDO.

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

The proposed map amendment will not change the character of the area because it is an existing lot within a planned neighborhood.

3. The zoning districts and existing land uses of the surrounding properties;

The proposed residential zoning district is compatible with the existing residential zoning and residential land uses of the surrounding properties.

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

The subject property is suitable for the proposed use under the existing and proposed single-family residential zoning district.



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

The subject property is 0.47 acre in size, with suitable dimensions to accommodate a single-family residential dwelling consistent with the UDO, including on-site parking.

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

The proposed map amendment is compatible with the adjacent neighborhood because it is a single-family designation and is of similar size and use of other lots within the Bradford Park Neighborhood that will support the stability and character of the community.

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

The subject property was platted in 1990 as part of an approved neighborhood within Cabarrus County. It has remained vacant since that time.

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

Land supply is not a direct issue in the area.

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

The existing zoning was not in error at the time of adoption.

STAFF RECOMMENDATION:

Staff recommends that Town Council approve rezoning case H-2026-07-R, rezoning approximately 0.47 acres at 9274 Naron Lane from Cabarrus County Low Density Residential (LDR) to Town of Harrisburg Residential Medium (RM), subject to approval of the related annexation petition.

PLANNING BOARD MEETING:

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

- To recommend to the Town Council to approve the zoning map amendment (H-2026-07-R) establishing RM zoning on the subject property; and
- Make the required finding that the map amendment is a reasonable request and in the best interest of the public.

TOWN COUNCIL ACTION REQUESTED: The subject case consists of two action items:

1. H-2026-02-ANX 9274 Naron Lane Annexation; and
2. H-2026-07-R 9274 Naron Lane Zoning Map Amendment



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 August 10th, with a Final Decision to be made on September 14th. 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 September 14th)

- Motion to continue consideration of H-2026-02-ANX 9274 Naron Lane annexing the subject property into the Town of Harrisburg.
- Motion to continue consideration of H-2026-07-R 9274 Naron Lane rezoning the subject property from Cabarrus County Low Density Residential (LDR) to Town of Harrisburg Residential Medium (RM) zoning district.

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

- Motion to approve H-2026-02-ANX 9274 Naron Lane annexing the subject property into the Town of Harrisburg.
- Motion to approve H-2026-07-R and adopt the ordinance amending the Official Zoning Map to rezone approximately 0.47 acres located at 9274 Naron Lane from Cabarrus County Low Density Residential (LDR) to Town of Harrisburg Residential Medium (RM) zoning district, and to approve the associated consistency and reasonableness statement.
- Consistency Statement for the one-step decision making process: Motion to approve the consistency and reasonableness statement for zoning map amendment H-2026-07-R, finding that the amendment is consistent with the Harrisburg Area Land Use Plan, reasonable, and in the public interest because the proposed Residential Medium zoning is compatible with the surrounding low-density residential character and appropriate for the size and configuration of the property and the existing neighborhood.



Attachment A – Application- H-2026-02-ANX- 9274 Naron Lane
Attachment B – Annexation Agreement Map with City of Concord
Attachment C – Certificate of Sufficiency
Attachment D – Resolution Fixing the Public Hearing Date
Attachment E – Draft Annexation Ordinance for H-2026-02-ANX 9274 Naron Lane
Attachment F – Application H-2026-07-R 9274 Naron Lane
Attachment G – Draft Conventional Rezoning Ordinance for H-2026-07-R 9274 Naron Lane
Attachment H – Property Survey with Proposed House

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: 9274 NARON LANE, HARRISBURG, NC, 28215

b. Tax Map and Parcel Number (PIN): 55066139710000

c. Current Zoning: CABARRUS COUNTY, LDR

d. Current Land Use: VACANT

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

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

LOT 172, MAP BOOK 36, PAGE 102, CABARRUS COUNTY REGISTER OF DEEDS
 SEE ATTACHED

3. Contact Information

a. Contact Person: TYLER WIETHORN

Company: WHITEHALL LAND SURVEY

Address: 1110 S MAIN ST, SUITE 202 City, State, Zip: CHINA GROVE, NC 28023

Phone Number: 704 245 4135 Email Address: tyler@whitehallsurvey.com

b. Applicant Name (if different than above): JASON GADDIS

Company: TRUFORGE HOMES

Address: 2 CHURCH STREET City, State, Zip: CONCORD, NC 28025

Phone Number: 704 438 7090 Email Address: jgaddis@truforgehomes.com

c. Owner Name: JASON GADDIS

Company: KEBL, LLC

Address: 2 CHURCH STREET City, State, Zip: CONCORD, NC 28025

Phone Number: 704 438 7090 Email Address: jgaddis@truforgehomes.com

4. Signature of Owner(s)

Owner Name: Jason Gaddis Address: 2 CHURCH ST, CONCORD NC 28025

Owner Signature:  Signed by: ASD1849991C483 Date: 5/22/2026

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: _____

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: JASON GADDIS Submittal Date: 5/22/2026

Applicant Signature:  Signed by: ASD1849991C483

7. Required Attachments

All Annexation Application submittals must be accompanied by:

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

6. Staff Use Only:**Record of Process**Date Received: 5/28/2026Application Number: H-2026-02-Anx

Is Application Complete?

☒

Yes

☐

No

Public Hearing Date(s): TBDPublished Notice Date: TBDMailed Notice Date: TBDPosted Notice Date: TBD

Final Action Applicant Notification Mailed Date: _____

Town Staff Signature: _____

Record of Decision

Reviewed By: _____

Recommendation:

☐

Approve

☐

Deny

Final Action:

☐

Approve

☐

Deny

DESCRIPTION OF ±0.470 ACRE

Being a metes and bounds description of ±0.470 acre, situated and lying in the state of North Carolina, Cabarrus County, Township 1, Harrisburg, being a boundary retracement of Lot 172, as shown in Map Book 36, Page 102 (being a revision to Map Book 24, Page 30), to KEBL, LLC, in Deed Book 17342, Page 329, (all references to map and Deed Books refer to the records of the Cabarrus County Register of Deeds, all references to owners either now or formerly), more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod, the control corner, having North Carolina State Plane Coordinate System position of Northing: 561,877.42', Easting: 1,506,488.89', (NAD83/2011), being the easterly corner of said Lot 172, same being the northerly corner of Lot 173 (Bradford Park Subdivision, Phase II, Map 3, Map Book 24, Page 30), to Jonathan D. Norman and Laurie N. Norman, in Deed Book 11608, Page 329, said point lying in the southwesterly right-of-way line of Naron Lane (a 40' public right-of-way, Map Book 24, Page 30), for the **POINT OF BEGINNING**;

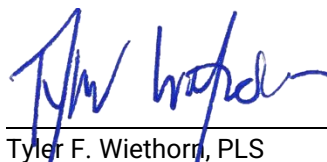
THENCE, South 54°18'24" West, a distance of 204.71 feet, with the southeasterly line of said Lot 172, same being the northwesterly line of said Lot 173, to a found 3/8-inch iron rod, being the southerly corner of said Lot 172, same being the westerly corner of said Lot 173, also being a corner of Lot 118 (Bradford Park, Phase 1, Map 3, as Revised, Map Book 31, Page 97), to Wendell Varner and Gloria J. Varner, in Deed Book 2039, Page 7;

THENCE, North 35°39'50" West, a distance of 99.88 feet, with the southwesterly line of said Lot 172, same being the northeasterly line of said Lot 118, to a found 3/8-inch iron rod, being the westerly corner of said Lot 172, same being a corner of said Lot 118, also being the southerly corner of Lot 171 (Revision of Lots 169, 170, & 171, Map Book 24, Page 30, Bradford Park Subdivision, Phase II, Map 3, Map Book 30, Page 87), to Ruben Cheng Chan and Sheeryn Yu, in Deed Book 9967, Page 108;

THENCE, North 54°15'06" East, a distance of 204.80 feet, with the northwesterly line of said Lot 172, same being the southeasterly line of said Lot 171, to a found 5/8-inch iron rod, being the northerly corner of said Lot 172, same being the easterly corner of said Lot 171, said point lying in the southwesterly right-of-way line of said Naron Lane;

THENCE, South 35°36'45" East, a distance of 100.07 feet, with the northeasterly line of said Lot 172, same being the southwesterly right-of-way line of said Naron Lane, to the **POINT OF BEGINNING**, containing ±0.470 acre, as found in a field survey conducted by Whitehall Land Survey, PLLC.

The basis of bearings and distances for this description is the North Carolina State Plane Coordinate System, NAD83 (2011). All described distances are grid, US Survey Feet. Ground distances may be obtained by multiplying the distances shown hereon by grid-to-ground scale factor of 1.00015971.



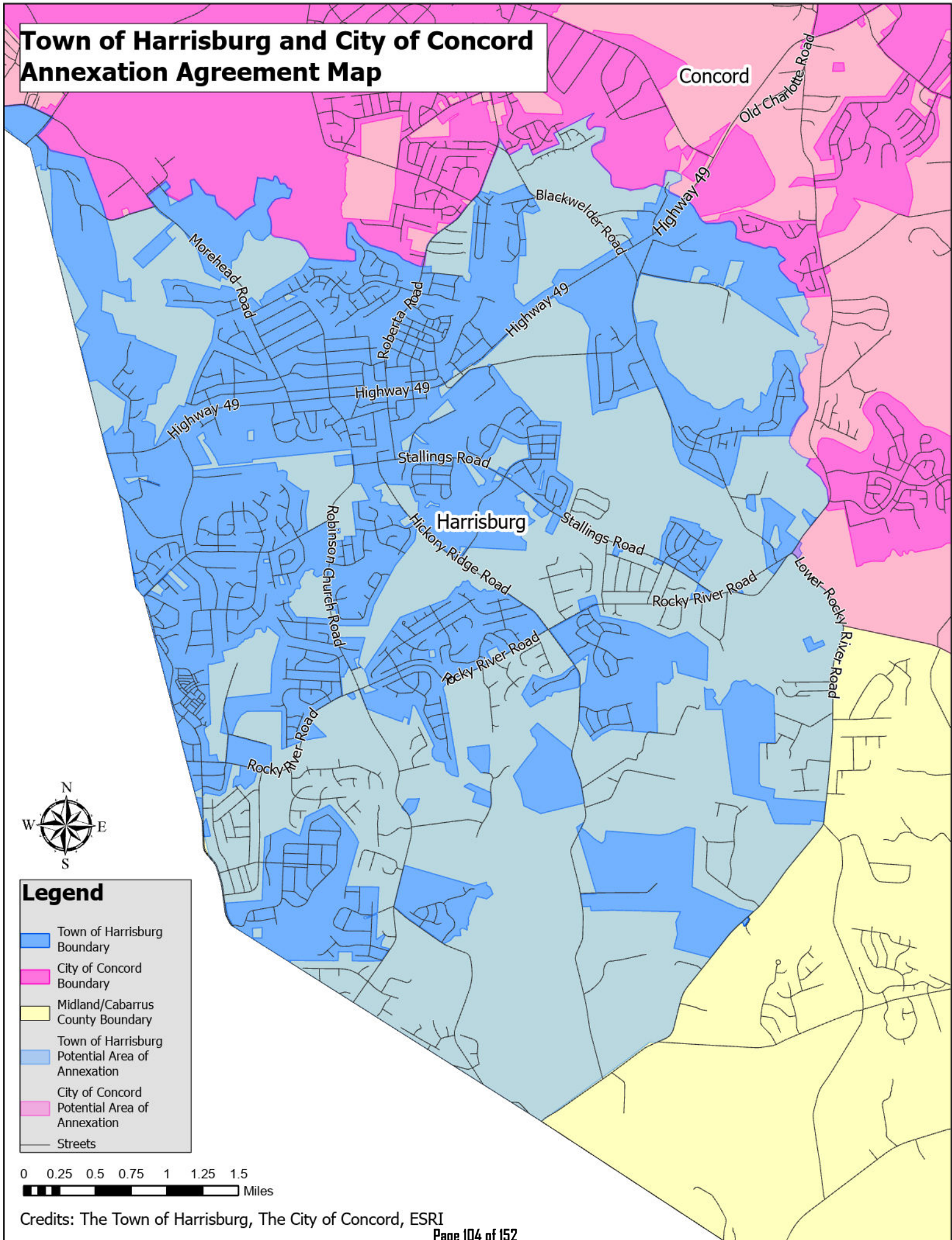
June 23, 2026

Tyler F. Wiethorn, PLS

North Carolina Registration Number L-5432



Town of Harrisburg and City of Concord Annexation Agreement Map





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

I, Janet Rackley, Clerk, do hereby certify that I have investigated the petitions attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 24th day of June 2026.




Janet Rackley, Clerk



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

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on August 10, 2026.

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

Being a metes and bounds description of ± 0.470 acre, situated and lying in the state of North Carolina, Cabarrus County, Township 1, Harrisburg, being a boundary retracement of Lot 172, as shown in Map Book 36, Page 102 (being a revision to Map Book 24, Page 30), to KEBL, LLC, in Deed Book 17342, Page 329, (all references to map and Deed Books refer to the records of the Cabarrus County Register of Deeds, all references to owners either now or formerly), more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod, the control corner, having North Carolina State Plane Coordinate System position of Northing: 561,877.42', Easting: 1,506,488.89', (NAD83/2011), being the easterly corner of said Lot 172, same being the northerly corner of Lot 173 (Bradford Park Subdivision, Phase II, Map 3, Map Book 24, Page 30), to Jonathan D. Norman and Laurie N. Norman, in Deed Book 11608, Page 329, said point lying in the southwesterly right-of-way line of Naron Lane (a 40' public right-of-way, Map Book 24, Page 30), for the **POINT OF BEGINNING**;

THENCE, South $54^{\circ}18'24''$ West, a distance of 204.71 feet, with the southeasterly line of said Lot 172, same being the northwesterly line of said Lot 173, to a found 3/8-inch iron rod, being the southerly corner of said Lot 172, same being the westerly corner of said Lot 173, also being a corner of Lot 118 (Bradford Park, Phase 1, Map 3, as Revised, Map Book 31, Page 97), to Wendell Varner and Gloria J. Varner, in Deed Book 2039, Page 7;

THENCE, North $35^{\circ}39'50''$ West, a distance of 99.88 feet, with the southwesterly line of said Lot 172, same being the northeasterly line of said Lot 118, to a found 3/8-inch iron rod, being the westerly corner of said Lot 172, same being a corner of said Lot 118, also being the southerly corner of Lot 171 (Revision of Lots 169, 170, & 171, Map Book 24, Page 30, Bradford Park Subdivision, Phase II, Map 3, Map Book 30, Page 87), to Ruben Cheng Chan and Sheeryn Yu, in Deed Book 9967, Page 108;

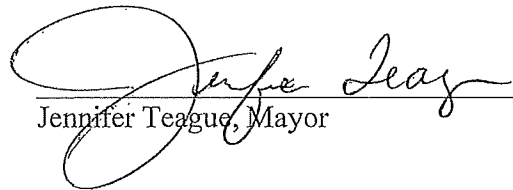


THENCE, North 54°15'06" East, a distance of 204.80 feet, with the northwesterly line of said Lot 172, same being the southeasterly line of said Lot 171, to a found 5/8-inch iron rod, being the northerly corner of said Lot 172, same being the easterly corner of said Lot 171, said point lying in the southwesterly right-of-way line of said Naron Lane;

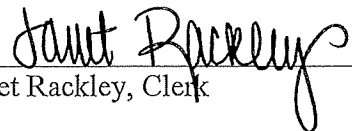
THENCE, South 35°36'45" East, a distance of 100.07 feet, with the northeasterly line of said Lot 172, same being the southwesterly right-of-way line of said Naron Lane, to the **POINT OF BEGINNING**, containing ±0.470 acre, as found in a field survey conducted by Whitehall Land Survey, PLLC.

The basis of bearings and distances for this description is the North Carolina State Plane Coordinate System, NAD83 (2011). All described distances are grid, US Survey Feet. Ground distances may be obtained by multiplying the distances shown hereon by grid-to-ground scale factor of 1.00015971.

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


Jennifer Teague, Mayor

ATTEST:


Janet Rackley, Clerk



ORDINANCE #7036

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

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

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

WHEREAS, the Town of Harrisburg Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Harrisburg Town Hall, 4100 Main Street, Suite 101, Harrisburg, N.C. on August 10, 2026, after due notice by Independent Tribune; and

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

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

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

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

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

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

Being a metes and bounds description of ±0.470 acre, situated and lying in the state of North Carolina, Cabarrus County, Township 1, Harrisburg, being a boundary retracement of Lot 172, as shown in Map Book 36, Page 102 (being a revision to Map Book 24, Page 30), to KEBL, LLC, in Deed Book 17342, Page 329, (all references to map and Deed Books refer to the records of the Cabarrus County Register of Deeds, all references to owners either now or formerly), more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod, the control corner, having North Carolina State Plane Coordinate System position of Northing: 561,877.42', Easting: 1,506,488.89', (NAD83/2011), being the easterly corner of said Lot 172, same being the northerly corner of Lot 173 (Bradford Park Subdivision, Phase II, Map 3, Map Book 24, Page 30), to Jonathan D. Norman and Laurie N. Norman, in Deed Book 11608, Page 329, said point lying in the southwesterly right-of-way line of Naron Lane (a 40' public right-of-way, Map Book 24, Page 30), for the **POINT OF BEGINNING**;

THENCE, South 54°18'24" West, a distance of 204.71 feet, with the southeasterly line of said Lot 172, same being the northwesterly line of said Lot 173, to a found 3/8-inch iron rod, being the southerly corner of said Lot 172, same being the westerly corner of said Lot 173, also being a corner of Lot 118 (Bradford Park, Phase 1, Map 3, as Revised, Map Book 31, Page 97), to Wendell Varner and Gloria J. Varner, in Deed Book 2039, Page 7;

THENCE, North 35°39'50" West, a distance of 99.88 feet, with the southwesterly line of said Lot 172, same being the northeasterly line of said Lot 118, to a found 3/8-inch iron rod, being the westerly corner of said Lot 172, same being a corner of said Lot 118, also being the southerly corner of Lot 171 (Revision of Lots 169, 170, & 171, Map Book 24, Page 30, Bradford Park Subdivision, Phase II, Map 3, Map Book 30, Page 87), to Ruben Cheng Chan and Sheeryn Yu, in Deed Book 9967, Page 108;

THENCE, North 54°15'06" East, a distance of 204.80 feet, with the northwesterly line of said Lot 172, same being the southeasterly line of said Lot 171, to a found 5/8-inch iron rod, being the northerly corner of said Lot 172, same being the easterly corner of said Lot 171, said point lying in the southwesterly right-of-way line of said Naron Lane;

THENCE, South 35°36'45" East, a distance of 100.07 feet, with the northeasterly line of said Lot 172, same being the southwesterly right-of-way line of said Naron Lane, to the **POINT OF BEGINNING**, containing ±0.470 acre, as found in a field survey conducted by Whitehall Land Survey, PLLC.

The basis of bearings and distances for this description is the North Carolina State Plane Coordinate System, NAD83 (2011). All described distances are grid, US Survey Feet. Ground distances may be obtained by multiplying the distances shown hereon by grid-to-ground scale factor of 1.00015971.

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

Section 2. Upon and after August 10, 2026, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Harrisburg and shall be entitled to the same privileges and benefits as other parts of the Town of Harrisburg. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this 10th day of August, 2026

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

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: 9274 Naron Lane

Project Location/Address: 9274 Naron Lane Harrisburg NC 28075

Tax Map and Parcel Number (PIN): 55066139710000

Zoning: Existing: LDR Proposed: RM

Lane Use: Existing: Vacant Proposed: LDR

Description of Request (attach separate sheet if needed):

Contact Information

Project Manager/Contact Person: Tyler Wiethorn

Company: Whitehall Land Survey, PLLC

Address: 1110 S Main St, Ste 202 City, State, Zip: China Grove, NC 28023

Phone Number: 704 245 4135 Email Address: tyler@whitehallsurvey.com

Applicant Name (if different than above): _____

Company: _____

Address: _____ City, State, Zip: _____

Phone Number: _____ Email Address: _____

Owner Name: KEBL, LLC (Jason Gaddis)

Company: KEBL, LLC

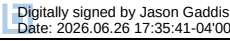
Address: 2 Church St S City, State, Zip: Concord, NC, 28025

Phone Number: 704 438 7090 Email Address: jgaddis@truforgehomes.com

Owner's Consent

Jason Gaddis ("Owner") certifies that it is the owner of the property located at 9274 Naron Lane, Harrisburg NC 28075 ("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, Tyler Wiethorn 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: Jason Gaddis  Digitally signed by Jason Gaddis
Date: 2026.06.26 17:35:41-04'00' Date: June 26, 2026

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

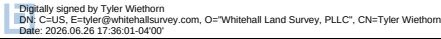
Project Name: 9274 Naron Lane Submittal Date: June 26, 2026

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: Tyler Wiethorn

Applicant Signature: Tyler Wiethorn  Digitally signed by Tyler Wiethorn
DN: C=US, E=tyler@whitehallsurvey.com, O="Whitehall Land Survey, PLLC", CN=Tyler Wiethorn
Date: 2026.06.26 17:36:01-04'00'

Staff Use Only

Record of Process

Date Received: _____

Application Number: _____

Is Application Complete?

☐

Yes

☐

No

Public Hearing Date(s): _____

Published Notice Date: _____

Mailed Notice Date: _____

Posted Notice Date: _____

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

Description of Request Addendum

As part of a request for annexation, the landowner requests a rezoning of the subject property from Cabarrus County LDR (Low Density Residential) to Town of Harrisburg RM (Residential Medium). The requested zoning is in harmony with the surrounding area and consistent with the established development pattern of the adjacent properties. The landowner intends to develop a single-family home on the property in compliance with the architectural standards of the homeowners association and the surrounding community.



ORDINANCE TO AMEND THE TOWN OF HARRISBURG OFFICIAL ZONING MAP

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

WHEREAS, the Applicant Tyler Wiethorn, Whitehall Land Survey, PLLC and Property Owner KEBL, LLC, submitted a zoning map amendment petition (H-2026-07-R) to rezone PIN#55066139710000 from a Cabarrus County zoning designation (LDR) to Harrisburg Residential Medium (RM) zoning district associated with an annexation petition (H-2026-02-ANX); and

WHEREAS, the public hearing for this zoning map amendment has been noticed in compliance with North Carolina General Statutes; and

WHEREAS, the Planning and Zoning Advisory Board reviewed this zoning map amendment petition (H-2026-07-R) at its July 21, 2026, public meeting and voted unanimously (6-0) to recommend approval to the Town Council finding that the rezoning is consistent with the Harrisburg Area Land Use Plan Map (HALUP).

WHEREAS, the Harrisburg Town Council held a public hearing on August 10, 2026, for the map amendment and, after considering the testimony in the public hearing and Council deliberations, made the finding that this petition is consistent with Common Decision Criteria found within Section 145.01.07.A and Specific Review Criteria in Section 145.03.03(E) of the UDO; and

- The proposed project (H-2026-07-R) is a reasonable request and in the public interest as it is consistent with the with the existing lot sizes adjacent to the subject property and within the existing neighborhood and consistent with the provisions of the Harrisburg Area Land Use Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Harrisburg, North Carolina, that approval is hereby granted to H-2026-07- R-9274 Naron Lane and the Harrisburg Zoning Map is hereby amended establishing Residential Medium (RM) zoning to (PIN# 55066139710000).

PASSED and ADOPTED this 10th day of August 2026.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

SURVEY NOTES

1. THE BOUNDARY DETERMINATIONS SHOW HEREON ARE BASED ON THE BEST AVAILABLE FIELD EVIDENCE AND RECORDS. THE CONCLUSIONS OF THIS SURVEY REPRESENT THE PROFESSIONAL OPINION OF THE SURVEYOR, AND MAY BE REVISED SHOULD ADDITIONAL INFORMATION BECOME AVAILABLE. LINES SHOWN AS "NOT SURVEYED" ARE BASED ONLY ON MAPS, RECORDS, OR OTHER REFERENCES.
2. DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET; BEARINGS ARE REFERENCED TO GRID NORTH OF THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (NCSPCS), NAD83 (2011). AREA WAS COMPUTED BY THE COORDINATE METHOD FROM STATED GRID DISTANCES.
3. FEATURES DESCRIBED AS "IN" OR "OUT" ARE OFFSET PERPENDICULAR TO THE SUBJECT PROPERTY BOUNDARY AND MAY CONSTITUTE AN ENCROACHMENT. THIS SURVEY MAKES NO STATEMENT REGARDING ANY RIGHTS (WRITTEN OR UNWRITTEN, ADVERSE, PRESCRIPTIVE, OR OTHERWISE) TO ANY AREA OF POTENTIAL ENCROACHMENT.
4. UNLESS OTHERWISE NOTED, ALL STRUCTURES AND IMPROVEMENTS DEPICTED HEREON WERE MEASURED AT GROUND LEVEL. GRAVEL AND DIRT AREA BOUNDARIES REPRESENT OBSERVED USAGE AND ARE NOT DEFINITIVE DELINEATIONS.
5. ANY ASSUMED PUBLIC RIGHT-OF-WAY IS SHOWN TO ESTABLISH ZONING SETBACKS. A MAINTENANCE RIGHT-OF-WAY DIFFERENT FROM THE ASSUMED WIDTH MAY BE EXERCISED BY NCDOT AT ITS DISCRETION.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND REFLECTS ONLY DOCUMENTS EXPRESSLY REFERENCED HEREIN. THE PROPERTY MAY BE SUBJECT TO EASEMENTS, AGREEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, OR OTHER ITEMS OF RECORD THAT COULD BE DISCLOSED BY A COMPLETE TITLE EXAMINATION.
7. PARCEL OWNERSHIP SHOWN HEREON IS FOR GENERAL INFORMATION, REFLECTS OWNERS NOW OR FORMERLY OF RECORD, AND SHOULD NOT BE RELIED UPON FOR LEGAL OR TITLE PURPOSES.
8. THIS SURVEY DOES NOT CONVEY TITLE, GRANT RIGHTS, OR IMPLY ANY DEDICATION.
9. THIS SURVEY MAKES NO REPRESENTATION AS TO THE SUITABILITY OF THE SUBJECT PARCEL FOR ANY PARTICULAR USE OR PURPOSE. FURTHER DEVELOPMENT OR SUBDIVISION IS SUBJECT TO ALL APPLICABLE REQUIREMENTS.
10. THIS MAP WAS NOT PREPARED FOR RECORDATION IN ACCORDANCE WITH G.S. 47-30, AS AMENDED, MAY NOT BE A CERTIFIED SURVEY; HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS; AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

ZONING AND SETBACKS

1. THE SUBJECT PARCEL IS PROPOSED TO BE ANNEXED INTO THE TOWN OF HARRISBURG PLANNING JURISDICTION AND DESIGNATED ZONE RM (RESIDENTIAL MEDIUM).
2. BASE ZONE MINIMUM PRINCIPAL STRUCTURE SETBACKS:

FRONT	25'
SIDE	10'
REAR	25'

3. SETBACK REQUIREMENTS FOR ACCESSORY STRUCTURES MAY DIFFER FROM THOSE APPLICABLE TO PRINCIPAL STRUCTURES.
4. UNLESS OTHERWISE NOTED, THIS SURVEY DEPICTS ONLY THE MINIMUM SETBACK LINES OF THE BASE ZONING DISTRICT.
5. DEED RESTRICTIONS, COVENANTS, CONDITIONAL ZONING, INFILL DEVELOPMENT ORDINANCES, AND OVERLAY DISTRICT OR SPECIAL USE REGULATIONS MAY IMPOSE REQUIREMENTS DIFFERENT THAN THOSE ESTABLISHED BY THE BASE ZONING DISTRICT.
6. THIS SURVEY DOES NOT ASSESS EXISTING ZONING COMPLIANCE OR FUTURE DEVELOPMENT SUITABILITY. WHEN REQUIRED, CONSULT THE APPLICABLE PLANNING AND ZONING AUTHORITY.

FLOOD AND WATERSHED NOTES

1. PER NC FLOOD RISK INFORMATION SYSTEM, THIS PARCEL IS LOCATED WITHIN ZONE "X", (AREAS DETERMINED TO HAVE MINIMAL FLOOD RISK), AS SHOWN ON FEMA FIRM MAP NO. 371050000K WITH AN EFFECTIVE DATE OF 11/16/2018.
2. THE CLASSIFICATION OF LANDS AS BEING INSIDE OR OUTSIDE A FEMA DESIGNATED FLOOD HAZARD AREA REPRESENTS THE RELATIVE FLOOD RISK AS ESTABLISHED BY FEMA. IT IS NOT A STATEMENT THAT FLOODED CONDITIONS WILL OR WILL NOT OCCUR.
3. THIS PARCEL WAS NOT FOUND TO BE LOCATED WITHIN A PROTECTED WATERSHED. PRIOR TO DEVELOPMENT, ALWAYS CONFIRM WITH RELEVANT JURISDICTION.

BOUNDARY RETRACEMENT SURVEY OF LOT 172 PROVIDED FOR: TRUFORGE HOMES, LLC

±0.470 ACRE
TO KEEL, LLC IN DEED BOOK 17342, PAGE 329

LOT 172
MAP BOOK 36, PAGE 102
BEING A REVISION TO MAP BOOK 24, PAGE 30
TOWNSHIP 1, HARRISBURG
CABARRUS COUNTY, NORTH CAROLINA

WHITEHALL
LAND SURVEY
1110 S. Main St., Ste. 202 | China Grove, NC 28023
704-245-4135 | info@whitehallsurvey.com | whitehallsurvey.com
White Hall Land Survey, PLLC | NCBSLS Registered Firm #2076

DRAFTED BY: TW PROJECT # 2011.122 SHEET 1 OF 1

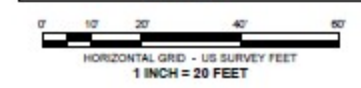
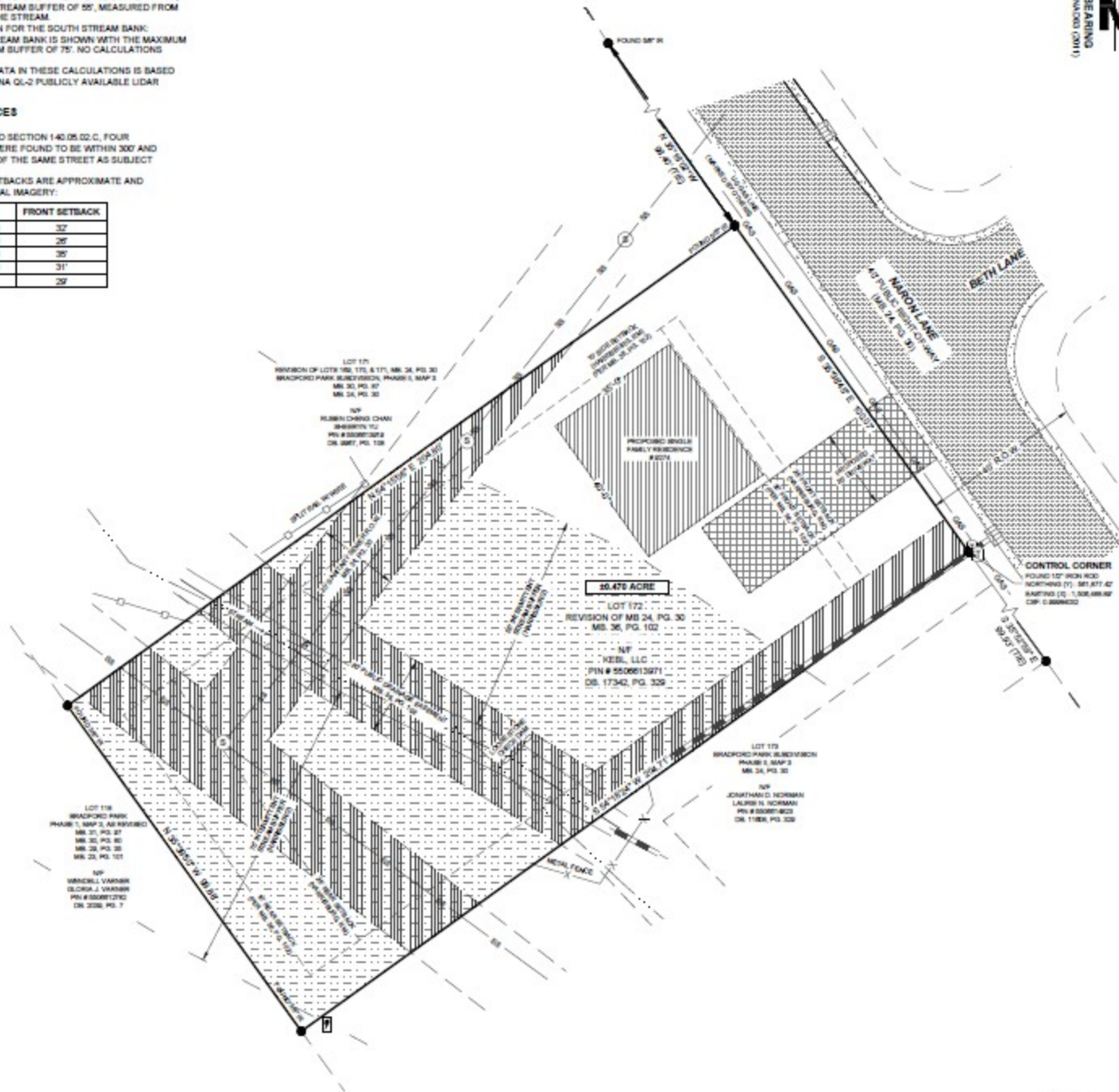
RIVER/STREAM OVERLAY NOTES

1. STREAM IS DEPICTED AS INTERMITTENT, BASED ON THE CURRENT USGS QUAD SHEET.
2. BUFFER CALCULATIONS FOR THE NORTH STREAM BANK:
 - THE AVERAGE ELEVATION OF THE CENTER OF THE STREAM IS 656.8'.
 - FOR THE NORTH SLOPE OF THE STREAM BANK, A LINE AT A 250' PERPENDICULAR DISTANCE TO THE CENTER OF THE STREAM HAS AN AVERAGE ELEVATION OF 704.2'.
 - (704.2' - 656.8') / 250' = 19% SLOPE.
 - PER HARRISBURG UDO TABLE 140.03.05-1, A 19% SLOPE ADDS 20' TO THE CLASS 2 STREAM BASE BUFFER OF 35', FOR A TOTAL STREAM BUFFER OF 55', MEASURED FROM THE BANK OF THE STREAM.
3. BUFFER CALCULATION FOR THE SOUTH STREAM BANK:
 - THE SOUTH STREAM BANK IS SHOWN WITH THE MAXIMUM CLASS 2 STREAM BUFFER OF 75'. NO CALCULATIONS WERE MADE.
4. THE TOPOGRAPHIC DATA IN THESE CALCULATIONS IS BASED UPON NORTH CAROLINA Q1-2 PUBLICLY AVAILABLE LIDAR DATA.

SPECIFIC ALLOWANCES

- A. PER HARRISBURG UDO SECTION 140.05.02.C, FOUR DEVELOPED LOTS WERE FOUND TO BE WITHIN 300' AND ON THE SAME SIDE OF THE SAME STREET AS SUBJECT PROPERTY.
- B. EXISTING FRONT SETBACKS ARE APPROXIMATE AND DERIVED FROM AERIAL IMAGERY:

ADDRESS	FRONT SETBACK
9250 NARON LN	32'
9256 NARON LN	26'
9252 NARON LN	35'
9250 NARON LN	31'
AVERAGE	29'



LEGEND

- FOUND IRON ROD (R) PIN: PARCEL ID NUM
- FOUND IRON PIN (P) DB: CORD MARK
- ⊕ TALKING PROBE/VALVE MS: MAP BOOK
- ⊞ CURB/RAIL R.O.W: RIGHT-OF-WAY
- ⊞ BEARING MARKER S: SURVEYED
- ⊞ ELECTRIC TRANSDUCER NS: NOT SURVEYED
- ⊞ LIDAR BREAK
- SUBJECT BOUNDARY (S)
- ADJACENT BOUNDARY (S)
- ADJACENT BOUNDARY (NS)
- SETBACK
- EASEMENT
- SS --- BEARING/SETBACK --- SS
- GAS --- UNDERGROUND GAS --- GAS
- STREAM BUFFER ---
- STREAM ---
- TOP OF SLOPE ---
- STREAM BUFFER ---

I, TYLER F. WETHORN, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING REFERENCE SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:7,500; THAT THIS SURVEY WAS PERFORMED BY WAY OF GNSS AND CONVENTIONAL SURVEY METHODS; AND THAT THE FOLLOWING DATA WAS UTILIZED IN THE GNSS SURVEY:

CLASS OF SURVEY: B
POSITIONAL ACCURACY: ±0.12" + 90PPM
TYPE OF GPS FIELD PROCEDURE: NO VRS AND RTK
DATES OF SURVEY: NOVEMBER 2025
DATUM/EPOCH: NAD83 (2011.00)
PUBLISHED/FIXED-CONTROL USE: NCQS CORRS RTN
GEOID MODEL: 18
COMBINED SCALE FACTOR: 0.99994032
UNITS: US SURVEY FEET

THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1800).

Date: 2026.08.19
14:27:12-04'00'
TYLER F. WETHORN, PLS
NORTH CAROLINA REGISTRATION NUMBER L-5432





TOWN OF HARRISBURG

Agenda Item Details

Title:

Temporary Municipal Dog Park Project Update and Consideration of Related FY2027 Budget Ordinance Amendments

Presenting Personnel:

Lee Connor, Deputy Town Manager, Jim Spina, Parks and Recreation Director

Suggested Motion or Action:

Motion to approve the related FY2027 Budget Ordinance Amendments appropriating \$125,000 for the Temporary Municipal Dog Park Project, consistent with Council's July 13, 2026 authorization of the project and established not-to-exceed project budget.

Description/Background:

At its July 13, 2026 meeting, Town Council authorized staff to proceed with development of a temporary municipal dog park on Town-owned property along Harris Depot Road at a total project budget not to exceed \$125,000. Council further directed staff to return with any budget ordinance amendments required to fund and implement the project.

The purpose of this Old Business item is to provide Council with an updated project concept and implementation status and to obtain approval of the FY2027 Budget Ordinance Amendments necessary to appropriate the previously authorized project funding. No increase above the \$125,000 project ceiling is requested.

Since that meeting, staff has conducted a coordinated review of the project involving Parks and Recreation, Engineering, Public Works, Planning, Finance, and Administration to refine the concept, verify feasibility, and further validate the project budget. The proposed project includes an approximately 24,000-square-foot fenced dog park with separate large- and small-dog areas, gravel parking, accessible access, shade, seating, water service, waste stations, play amenities, landscaping, and related site improvements, consistent with Council's July direction and the refined project concept developed through subsequent departmental review.

The proposed facility is intended to serve as an interim recreational amenity while preserving the property for its future planned use as the Fire Station No. 1 and Administration Facility.

Planning has confirmed that the proposed use is permitted on the property. Engineering has confirmed the general feasibility of the proposed concept and will prepare or coordinate the plans, technical documentation, and permits, as necessary, for implementation.

Preliminary pricing has been received for the major project components. Fencing represents one of the largest project costs, and staff is reconciling the preliminary vendor quote with the final Engineering layout, fence heights, quantities, and gate configuration before procurement.

Recommendation:

Staff recommends approval of the related FY2027 Budget Ordinance Amendments necessary to fund and implement the Temporary Municipal Dog Park Project previously authorized by Council on July 13, 2026.

Fiscal Impact:

Council previously established a total project budget not to exceed \$125,000. The attached FY2027 Budget Ordinance Amendments appropriate that amount from the Capital Reserve Fund-General Fund and transfer it to the General Fund

project account.

Staff anticipates the project can be delivered within the authorized project budget through final scope reconciliation, competitive procurement, Town in-house participation where appropriate, and value engineering as necessary. Staff will continue to manage procurement so that project commitments remain within the Council-authorized project budget.

The attached FY2027 Budget amendments appropriate \$125,000 from the Capital Reserve Fund - General Fund. This project was not included in the adopted FY2027 Capital Improvement Plan or long-range financial model because Council direction occurred following adoption of the FY2027 Budget. The Capital Reserve Fund balance is sufficient to support this appropriation without affecting planned capital commitments.

Attachments:

1. Amendment - CRF - GF - Dog Park 08102026
2. Amendment - GF - Dog Park 08102026



AN ORDINANCE AMENDING THE 2026-2027 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2027:

Section 1. Amend the Capital Reserve Fund - General Fund to account for the Temporary Dog Park project.

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

Increase line item 200-8500-59100	\$ 125,000
Transfers Out – General Fund	

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

Increase line item 200-48599	\$ 125,000
Appropriated Fund Balance	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 10th day of August, 2026.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



**AN ORDINANCE AMENDING THE 2026-2027 BUDGET ORDINANCE
OF THE TOWN OF HARRISBURG, NORTH CAROLINA**

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2027:

Section 1. Amend the General Fund to account for the Temporary Dog Park project.

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

Increase line item 100-5000-57103	\$ 125,000
Capital Outlay	
2027-5000-005	

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

Increase line item 100-49905	\$ 125,000
Transfers In – CRF – GF	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 10th day of August, 2026.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider Appointment of Kevin Johnson as ETJ Representative to the Harrisburg Planning & Zoning Board and Harrisburg Board of Adjustment

Presenting Personnel:

Monterai Adams, Planning Director

Suggested Motion or Action:

Motion to appoint Kevin Johnson as the Extraterritorial Jurisdiction representative on the Harrisburg Planning & Zoning Board for a two-year term beginning August 10, 2026, to fill the term that began July 1, 2026, and ends June 30, 2028; and to appoint Kevin Johnson to the Board of Adjustment for the remainder of the unexpired ETJ term, beginning August 10, 2026, and ending June 30, 2027, in accordance with Section 3(A) of the Harrisburg Board of Adjustment Rules of Procedure.

Description/Background:

At its June 8, 2026 meeting, Town Council made appointments to the Planning & Zoning Board and Board of Adjustment. Both items noted that the incumbent ETJ representative did not seek reappointment, and that the corresponding Board of Adjustment ETJ seat would also become vacant effective June 30, 2026. The Board of Adjustment item specifically stated that once a new Planning & Zoning Board ETJ representative is appointed, that individual would also be appointed to serve the remainder of the existing Board of Adjustment ETJ term. This disposition was recorded in the June 8, 2026 minutes, approved by Council as part of the consent agenda at the July 13, 2026 meeting.

Following the established process, the Town advertised its 2026 advisory-board vacancies through the Town website and social media. Applications were accepted during April, and applicant interviews were conducted during May. The Town received one application for the ETJ seat from Kevin Johnson, a Cabarrus County resident residing within the Harrisburg Planning Area. The Town's interview committee — the Planning Director and two Town Council liaisons — interviewed Mr. Johnson in May and recommended his appointment to both boards.

Per N.C. Gen. Stat. § 160D-307(b) and Section 1 of the Planning & Zoning Board Rules of Procedure, the Town notified the Cabarrus County Board of Commissioners of the vacancy by letter dated June 12, 2026, and requested that the County waive its right of appointment. On July 21, 2026, the Cabarrus County Board of Commissioners approved a vote waiving its right of appointment and authorizing the Town to appoint a qualified resident of the Harrisburg Planning Area to the seat.

Section 3(A) of the Board of Adjustment Rules of Procedure provides that one regular Board of Adjustment member shall be the Planning & Zoning Board ETJ representative. The June 8 Council agenda and approved minutes further state that the incoming ETJ representative will serve the remainder of the existing Board of Adjustment ETJ term. Mr. Johnson would therefore be appointed to the Board of Adjustment effective August 10, 2026, through June 30, 2027, rather than receiving a new three-year term.

Recommendation:

Staff recommends that Town Council appoint Kevin Johnson as the ETJ representative on the Harrisburg Planning & Zoning Board for the term ending June 30, 2028, and as the corresponding ETJ representative on the Harrisburg Board of Adjustment for the remainder of the existing term ending June 30, 2027.

Fiscal Impact:

None

Attachments:

1. July 21, 2026 Cabarrus County Board of Commissioners Meeting Agenda
2. Cabarrus County Vote ETJ Member Minutes

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**July 21, 2026
6:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

Michael Roberts, Capital Ministries, Local Government Ministries

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes Pg. 6

B. APPROVAL OF THE AGENDA

1. BOC - Changes to the Agenda Pg. 20

C. RECOGNITIONS AND PRESENTATIONS

1. Proclamation - DHS - Child Support Awareness Month Pg. 22

D. INFORMAL PUBLIC COMMENTS

E. CONSENT AGENDA

1. Active Living and Parks- Jan Parker NRPA Scholarship Pg. 24
2. Active Living & Parks - Mt. Pleasant Dixie Youth & Virginia Foil Park Agreement Pg. 27

3. Active Living & Parks - Proposed Amendments to the Active Living and Parks Commission Bylaws Pg. 32
4. Boards and Committees - Agricultural Advisory Board - Appointment Pg. 46
5. Boards and Committees - Harrisburg Planning and Zoning Board Pg. 48
6. Boards and Committees - Human Services Advisory Board - Appointment Pg. 51
7. Boards and Committees – Juvenile Crime Prevention Council (JCPC) - Removal Pg. 53
8. Boards and Committees – Juvenile Crime Prevention Council (JCPC) - Appointment Pg. 55
9. Boards and Committees - Juvenile Crime Prevention Council (JCPC) - Appointment Pg. 57
10. Boards and Committees – Juvenile Crime Prevention Council (JCPC) - Appointment Pg. 59
11. Boards and Committees – Juvenile Crime Prevention Council (JCPC) - Appointment Pg. 61
12. Boards and Committees – Juvenile Crime Prevention Council (JCPC) - Appointment Pg. 63
13. Boards and Committees – Juvenile Crime Prevention Council (JCPC) - Appointment Pg. 65
14. Boards and Committees - Nursing Home Community Advisory Committee - Appointment Pg. 67
15. Boards and Committees - Planning and Zoning Commission - Removal Pg. 69
16. Boards and Committees - Planning and Zoning Commission - Appointment Pg. 71
17. Boards and Committees - Planning and Zoning Commission - Appointment Pg. 73
18. Boards and Committees - Tourism Authority - Removal Pg. 75
19. Boards and Committees - Tourism Authority - Appointment Pg. 77
20. Boards and Committees - Tourism Authority - Appointment Pg. 79

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**JULY 21, 2026
6:00 P.M.**

AGENDA CATEGORY:

CONSENT AGENDA

SUBJECT:

Boards and Committees - Harrisburg Planning and Zoning Board - Appointment

BRIEF SUMMARY:

Cabarrus County Board of Commissioners appoints the member to fill the ETJ seat on the Harrisburg Planning and Zoning Board. The County does not have any current applications on file that are in the ETJ. The Town of Harrisburg has amended their requirements to allow the member to come from the planning area rather than the ETJ. The Town of Harrisburg requests Cabarrus County to waive the appointment and allow the Town of Harrisburg to appoint an eligible candidate to the Harrisburg Planning and Zoning Board.

REQUESTED ACTION:

Recommended Motion:

Motion for Cabarrus County to waive the appointment of the ETJ member on the Harrisburg Planning and Zoning Board and to allow The Town of Harrisburg to appoint the ETJ member on the Harrisburg Planning and Zoning Board.

SUBMITTED BY:

On Behalf of the Board

BUDGET AMENDMENT REQUIRED:

No

ATTACHMENTS:

1. Letter



June 12, 2026

Honorable Members of the
Cabarrus County Board of Commissioners
65 Church Street SE
Concord, North Carolina 28025

RE: Request for Waiver of County ETJ Appointment – Harrisburg Planning and Zoning Board and Board of Adjustment

Dear Honorable Commissioners,

I am writing on behalf of the Town of Harrisburg to formally notify the Cabarrus County Board of Commissioners of an upcoming vacancy in the extraterritorial jurisdiction (ETJ) representative seat on the Harrisburg Planning and Zoning Board, and to respectfully request that the Board waive its right of appointment in accordance with N.C. General Statute § 160D-307 and Section 1 of the Harrisburg Planning and Zoning Board Rules of Procedure.

The current term of the Town's ETJ representative is scheduled to expire on June 30, 2026. In accordance with the Town's adopted board member solicitation process as set forth in Section 6 of the Harrisburg Planning and Zoning Board Rules of Procedure, the annual application period was opened on April 1, 2026, and remained open through April 30, 2026. The incumbent ETJ representative did not submit an application for reappointment. The Town did receive one application from a qualified individual who resides in Cabarrus County within the Harrisburg Planning Area. The Town's interview committee—comprised of the Planning Director and two Town Council liaisons—conducted a formal interview of the applicant during the May interview period and determined that he would be a strong asset to both the Harrisburg Planning and Zoning Board and the Board of Adjustment.

Pursuant to N.C. General Statute § 160D-307 and Section 1 of the Harrisburg Planning and Zoning Board Rules of Procedure, the ETJ representative seat on the Planning and Zoning Board shall be appointed by the Cabarrus County Board of Commissioners. Upon receipt of this formal notification of vacancy, the County has ninety (90) days in which to make the appointment. If the County is unable to make the appointment within that period, the Town of Harrisburg is authorized to appoint a member to the vacancy from anywhere within the Harrisburg Planning Area, including within Town limits.

As further provided in Section 3(A) of the Harrisburg Board of Adjustment Rules of Procedure, the individual serving in the ETJ seat on the Planning and Zoning Board simultaneously serves as the ETJ representative on the Board of Adjustment; accordingly, this appointment carries dual-board significance.

The Town notes that a comparable circumstance arose previously when the County was unable to fill the ETJ seat due to an absence of applicants residing within the extraterritorial jurisdiction. At that time, the Town of Harrisburg amended its municipal ordinances to authorize appointment of any qualified resident within the jointly designated Harrisburg Planning Area to serve in this capacity. This amendment was made specifically to ensure continuity of representation and continued compliance with the proportional representation requirements of G.S. § 160D-307 in circumstances where qualifying ETJ residents are not available.

The Town has been provided with all current applications on file with Cabarrus County. Upon review, none of the applicants on record reside within the ETJ. As a result, the County does not presently have an eligible candidate to appoint to the ETJ seat on the Harrisburg Planning and Zoning Board.

In light of the foregoing, the Town of Harrisburg respectfully requests that the Cabarrus County Board of Commissioners waive its right of appointment to the ETJ seat and authorize the Town of Harrisburg to appoint a qualified resident of the Harrisburg Planning Area to fill the position effective July 1, 2026. The Town's recommended appointee is Kevin Johnson, a Cabarrus County resident residing within the Harrisburg Planning Area, whose application and interview materials are available upon request.

The Town of Harrisburg values its collaborative relationship with Cabarrus County and appreciates the Board's timely consideration of this request. Should you have any questions or require additional information, please do not hesitate to contact me directly.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rob Donham".

Rob Donham, P.E.

Town Manager

Town of Harrisburg, North Carolina

Enclosures:

Application of Kevin Johnson

Harrisburg Planning and Zoning Board Rules of Procedure (Section 1 and Section 6)

Harrisburg Board of Adjustment Rules of Procedure (Section 3)

EXTRACT OF MINUTES

The Board of Commissioners for the County of Cabarrus met for a Regular Meeting in the chambers at the Cabarrus County Governmental Center in Concord, North Carolina at 6:00 p.m. on Tuesday July 21, 2026.

Public access to the meeting could also be obtained through the following means:

live broadcast at 6:00 p.m. on Channel
22 <https://www.youtube.com/cabarruscounty>
<https://www.cabarruscounty.us/cabcotv>

Present - Chair:	Laura B. Lindsey
Vice Chair:	Ian Patrick
Commissioners:	Jeff Jones
	Kenneth M. Wortman
	Larry Pittman

Also present were: Kelly Sifford, Interim County Manager; Aalece Pugh, Assistant County Manager; Kyle Bilafer, Assistant County Manager; Doug Hall, County Attorney/General Counsel and Ariadne Olvera, Clerk to the Board.

Chair Laura Lindsey called the meeting to order at 6:04 p.m.

* * * * *

E-5 Boards and Committees - Harrisburg Planning and Zoning Board - Appointment

The Cabarrus County Board of Commissioners appoints the member to fill the ETJ seat on the Harrisburg Planning and Zoning Board. The County did not have any current applications on file that were within the ETJ. The Town of Harrisburg amended their requirements to allow the member to come from the planning area rather than only the ETJ. The Town of Harrisburg requested Cabarrus County to waive the appointment and allow the Town of Harrisburg to appoint an eligible candidate to the Harrisburg Planning and Zoning Board.

UPON MOTION of Commissioner Jeff Jones, seconded by Commissioner Pittman and unanimously carried, the Board voted to waive the appointment of the ETJ member and to allow The Town of Harrisburg to appoint the ETJ member on the Harrisburg Planning and Zoning Board.

* * * * *

I, Ariadne Olvera, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, do hereby certify that the foregoing is a true copy of so much of the proceedings of a meeting of said Board on July 21, 2026, and will appear in the Minute Book of said Board.

Ariadne Olvera, Clerk to the Board

[County Seal]



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of a Contract with Atlantic Pipe Services, LLC. for Culvert Rehabilitation on Leatherwood Lane, Patricia Avenue, and Williams Road

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to authorize the Town Manager to finalize negotiation and execution of the Culvert Rehabilitation contract for Leatherwood Lane, Patricia Avenue, and Williams Road with Atlantic Pipe Services, LLC, in an amount not to exceed \$199,485.53.

Description/Background:

The Leatherwood Lane, Patricia Avenue, and Williams Road culverts were identified for repair through the Stormwater Spot Improvements Capital Improvement Project included in the FY2027 budget. Based on the successful rehabilitation of the Piccadilly Lane culvert during the prior fiscal year, staff evaluated whether similar trenchless rehabilitation methods could be used at these locations rather than completing full culvert replacements.

Work will begin with cleaning and closed-circuit television inspection of each culvert to confirm its condition and determine the specific repairs needed. Leatherwood Lane and Patricia Avenue are anticipated to require cured-in-place pipe lining, which installs a new structural liner within the existing culvert. Williams Road is anticipated to use a spin-cast lining method similar to the Piccadilly Lane project. The project also includes allowances for filling any voids identified during the inspection and cleaning process.

The work is expected to take approximately one month, with no significant traffic delays anticipated. Culvert rehabilitation typically costs approximately one-third of full replacement while providing a comparable service life in many applications. However, rehabilitation is only appropriate when inspections confirm that the existing culvert is structurally suitable.

Staff solicited quotes from three contractors and received three responsive and responsible proposals. After reviewing the proposals, contractor qualifications, and proposed rehabilitation methods, staff determined that Atlantic Pipe Services, LLC submitted the lowest responsive and responsible quote and recommends awarding the work to the company. The project supports the Town's goal of providing safe, well-maintained, and dependable public facilities, systems, and services.

Recommendation:

Staff recommends that the Council authorize the Town Manager to finalize the negotiation and execution of the Culvert Rehabilitation contract for Leatherwood Lane, Patricia Avenue, and Williams Road with Atlantic Pipe Services, LLC, for an amount not to exceed \$199,485.53.

Fiscal Impact:

The Fiscal Impact of this contract is \$199,485.53. The multi-year Storm Water Spot Improvement Capital Project has an available budget of \$600,000. If approved, this would be reduced to approximately \$400,000 for the remainder of the authorization period, which spans from FY2027 to FY2029, expiring on June 30, 2029.

This project was properly informally bid, given its estimated and actual construction value.

Attachments:

1. 11984 - NC - Harrisburg - Leatherwood Lane Storm Rehab Proposal
2. 11984 - NC - Harrisburg - Patricia Avenue Storm Rehab Proposal
3. 11984 - NC - Harrisburg - Williams Road Storm Rehab Proposal
4. 11984 - NC - Harrisburg - Phase 1 Cleaning CCTV Proposal
5. Bid Tab - Leatherwood, Patricia & Williams



1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

11984

CUSTOMER: Town of Harrisburg	PHONE: 704-455-0747	DATE: 03/06/2026
STREET: 4100 Main Street	JOB NAME: NC - Harrisburg - 03.2026 Various Stormwater Locations Rehab	
CITY/STATE/ZIP: Harrisburg, NC, 28075	JOB LOCATION: 410 Williams road, Harrisburg, NC, 28075	
ATTN: Brian Ashman, P.E.	E-MAIL:	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
Seq: Pipe Rehabilitation				
1.00	Mobilization	LS	2,500.00	2,500.00
165.00	42" Spincasting	LF	195.00	32,175.00
1.00	Ancillary Dig Work - Budgetary	LS	15,000.00	15,000.00
	Total			49,675.00
Seq: CIPP Rehabilitation				
1.00	Mobilization	LS	2,500.00	2,500.00
165.00	Storm CIPP - 42" Diameter	LF	446.42	73,659.30
1.00	Ancillary Dig Work - Budgetary	LS	15,000.00	15,000.00
	Total			\$91,159.30

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

Our Proposal includes Labor, Material, Equipment, and Workmanship necessary to perform all work shown above.

Work will be billed hourly and will be subject to a 4 Hour Minimum (per piece of equipment). Additional time will be billed hourly:

- VAC Truck Hourly Rates: \$295.00 per hour
- TV Truck Hourly Rates: \$265.00 per hour

Quantities within proposal are for estimating purposes. Billing will reflect actual quantities and/or times performed in the field. , Our proposal includes all labor, materials, equipment, and workmanship required to rehabilitate existing pipelines using the Concrete Spincast method in accordance with manufacturer specifications.

Cleaning of structure will be completed to the correct profile for underlayment application as per Manufacturers spec.

Bypass pumping, additional grouting, or special testing (including pressure, mandrel, or deflection testing) is not included unless specifically noted in this proposal.

Pricing is contingent upon the proposed quantity of pipe rehabilitation. If quantities change, APS reserves the right to adjust pricing accordingly.

If unforeseen conditions are encountered during the project, APS reserves the right to review site conditions and renegotiate pricing as necessary.

1. Pricing will be based on actual field measurements from manhole to manhole.
2. Proposal subject to pre-CCTV inspection by Atlantic Pipe Services confirming line(s) are in a condition that is acceptable for rehabilitation.
3. Cleaning is priced on an hourly basis due to pipe lengths, the amount of debris observed at two locations, and other unknown conditions. We anticipate the cleaning will take approximately three days; however, final pricing will be based on actual

hours required.

4. CIPP and Spincast quantities are provided for budgetary purposes only. Once CCTV inspection and cleaning are completed, the Owner and APS will review the findings to determine the most appropriate rehabilitation approach and adjust the quantities as necessary.

a. Based on the site visit: pipe replacement, slope regrading/potential headwall, buried junction boxes, soil stabilization may be required at the 3 locations.

5. Liner to be installed per ASTM 1216 and manufacturer's specification.

6. Owner to provide hydrant meter, water source and access to water source for cleaning and pipe rehabilitation.

7. Owner to provide disposal location.

8. Proposal includes minor MOT, limited to construction ahead signs and traffic cones. Lane Closure with flaggers is priced within this proposal for the Patricia Avenue site. We would need 1 day for cleaning/CCTV and 1 day for CIPP.

9. Proposal does not include bonds or permit fees.

10. Proposal does not include costs associated with engineered stamped calculations for material thickness, if needed.



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(407) 792-1360
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FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- ☒ Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- ☒ Local Metered Water Source
- ☒ Exposure of structures and access to all work areas without delay
- ☒ Stabilized Access to Work Areas - Two Wheel Drive Accessible
- ☐ Access to secure site for equipment storage
- ☒ Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC

PRINT NAME / TITLE		DATE	3/6/2026
SIGNATURE	Nicholas Curcio		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER

PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

DISCLAIMER: APS shall perform any and all repairs (e.g sag removal, rerounding, grouting, sectional CIPP, internal joint seals, mechanical repair sleeves, CIPP, coatings,) services on a best-effort basis and makes no representations or warranties, express or implied, regarding the success or effectiveness of such services. Billing shall be due and payable regardless of the outcome of the sag removal process. APS shall not be held liable or responsible for any damage, deformation, failure, or other adverse effects that may occur to the pipeline as a result of the sag removal attempt. Furthermore, APS shall bear no responsibility or liability for any costs, damages, or liabilities arising from dig-ups, excavations, or other activities outside of APS's control. The client agrees to indemnify, defend, and hold harmless APS, its officers, employees, and subcontractors from and against any and all claims, damages, losses, or expenses (including attorney's fees) arising out of or related to the sag removal work, except to the extent caused by APS's sole gross negligence or willful misconduct.

CUSTOMER RESPONSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.



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FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

11984

CUSTOMER: Town of Harrisburg	PHONE: 704-455-0747	DATE: 03/06/2026
STREET: 4100 Main Street	JOB NAME: NC - Harrisburg - 03.2026 Various Stormwater Locations Rehab	
CITY/STATE/ZIP: Harrisburg, NC, 28075	JOB LOCATION: 410 Williams road, Harrisburg, NC, 28075	
ATTN: Brian Ashman, P.E.	E-MAIL:	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
Seq: Patricia Avenue Pipe Rehabilitation				
1.00	Mobilization	LS	2,500.00	2,500.00
61.00	Storm CIPP - 36" Diameter	LF	372.93	22,748.73
1.00	Ancillary Dig Work - Budgetary	LS	15,000.00	15,000.00
2.00	Lane Closure with Flaggers	DYS	1,850.00	3,700.00
Total				\$43,948.73

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CUSTOMER RESPONSIBILITIES

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ATLANTIC PIPE SERVICES, LLC

PRINT NAME / TITLE		DATE	3/6/2026
SIGNATURE	Nicholas Curcio		

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INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

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DISCLAIMER: APS shall perform any and all repairs (e.g sag removal, rerounding, grouting, sectional CIPP, internal joint seals, mechanical repair sleeves, CIPP, coatings,) services on a best-effort basis and makes no representations or warranties, express or implied, regarding the success or effectiveness of such services. Billing shall be due and payable regardless of the outcome of the sag removal process. APS shall not be held liable or responsible for any damage, deformation, failure, or other adverse effects that may occur to the pipeline as a result of the sag removal attempt. Furthermore, APS shall bear no responsibility or liability for any costs, damages, or liabilities arising from dig-ups, excavations, or other activities outside of APS's control. The client agrees to indemnify, defend, and hold harmless APS, its officers, employees, and subcontractors from and against any and all claims, damages, losses, or expenses (including attorney's fees) arising out of or related to the sag removal work, except to the extent caused by APS's sole gross negligence or willful misconduct.

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PROPOSAL

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STREET: 4100 Main Street	JOB NAME: NC - Harrisburg - 03.2026 Various Stormwater Locations Rehab	
CITY/STATE/ZIP: Harrisburg, NC, 28075	JOB LOCATION: 410 Williams road, Harrisburg, NC, 28075	
ATTN: Brian Ashman, P.E.	E-MAIL:	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
Seq: Williams Road Pipe Rehabilitation				
1.00	Mobilization	LS	2,500.00	2,500.00
48.00	48" Spincasting - Budgetary	LF	425.00	20,400.00
1.00	Ancillary Dig Work - Budgetary	LS	17,500.00	17,500.00
			Total	\$40,400.00

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- 2) Emergency Call Outs will be subject to increased rates.
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Work will be billed hourly and will be subject to a 4 Hour Minimum (per piece of equipment). Additional time will be billed hourly:

- VAC Truck Hourly Rates: \$295.00 per hour
- TV Truck Hourly Rates: \$265.00 per hour

Quantities within proposal are for estimating purposes. Billing will reflect actual quantities and/or times performed in the field. , Our proposal includes all labor, materials, equipment, and workmanship required to rehabilitate existing pipelines using the Concrete Spincast method in accordance with manufacturer specifications.

Cleaning of structure will be completed to the correct profile for underlayment application as per Manufacturers spec.

Bypass pumping, additional grouting, or special testing (including pressure, mandrel, or deflection testing) is not included unless specifically noted in this proposal.

Pricing is contingent upon the proposed quantity of pipe rehabilitation. If quantities change, APS reserves the right to adjust pricing accordingly.

If unforeseen conditions are encountered during the project, APS reserves the right to review site conditions and renegotiate pricing as necessary.

1. Pricing will be based on actual field measurements from manhole to manhole.
2. Proposal subject to pre-CCTV inspection by Atlantic Pipe Services confirming line(s) are in a condition that is acceptable for rehabilitation.
3. Cleaning is priced on an hourly basis due to pipe lengths, the amount of debris observed at two locations, and other unknown conditions. We anticipate the cleaning will take approximately three days; however, final pricing will be based on actual

hours required.

4. CIPP and Spincast quantities are provided for budgetary purposes only. Once CCTV inspection and cleaning are completed, the Owner and APS will review the findings to determine the most appropriate rehabilitation approach and adjust the quantities as necessary.

a. Based on the site visit: pipe replacement, slope regrading/potential headwall, buried junction boxes, soil stabilization may be required at the 3 locations.

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ATLANTIC PIPE SERVICES

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- ☒ Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- ☒ Local Metered Water Source
- ☒ Exposure of structures and access to all work areas without delay
- ☒ Stabilized Access to Work Areas - Two Wheel Drive Accessible
- ☐ Access to secure site for equipment storage
- ☒ Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC

PRINT NAME / TITLE		DATE	3/6/2026
SIGNATURE	Nicholas Curcio		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER

PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

DISCLAIMER: APS shall perform any and all repairs (e.g sag removal, rerounding, grouting, sectional CIPP, internal joint seals, mechanical repair sleeves, CIPP, coatings,) services on a best-effort basis and makes no representations or warranties, express or implied, regarding the success or effectiveness of such services. Billing shall be due and payable regardless of the outcome of the sag removal process. APS shall not be held liable or responsible for any damage, deformation, failure, or other adverse effects that may occur to the pipeline as a result of the sag removal attempt. Furthermore, APS shall bear no responsibility or liability for any costs, damages, or liabilities arising from dig-ups, excavations, or other activities outside of APS's control. The client agrees to indemnify, defend, and hold harmless APS, its officers, employees, and subcontractors from and against any and all claims, damages, losses, or expenses (including attorney's fees) arising out of or related to the sag removal work, except to the extent caused by APS's sole gross negligence or willful misconduct.

CUSTOMER RESPONSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.



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FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

11984

CUSTOMER: Town of Harrisburg	PHONE: 704-455-0747	DATE: 03/06/2026
STREET: 4100 Main Street	JOB NAME: NC - Harrisburg - 03.2026 Various Stormwater Locations Rehab	
CITY/STATE/ZIP: Harrisburg, NC, 28075	JOB LOCATION: 410 Williams road, Harrisburg, NC, 28075	
ATTN: Brian Ashman, P.E.	E-MAIL:	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
Seq: Storm CL/TV				
1.00	Mobilization	LS	1,500.00	1,500.00
30.00	Vac Truck Hourly Rate (4 Hour Minimum)	HRS	315.00	9,450.00
30.00	Tv Truck Hourly Rate (4 Hour Minimum)	HRS	275.00	8,250.00
1.00	Lane Closure with Flaggers (For 36" pipe)	DYS	1,650.00	1,650.00
Total				\$20,850.00
Contingency 15%				\$3,127.50
Overall Total				\$23,977.50

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is comitted to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

Our Proposal includes Labor, Material, Equipment, and Workmanship necessary to perform all work shown above.

Work will be billed hourly and will be subject to a 4 Hour Minimum (per piece of equipment). Additional time will be billed hourly:

- VAC Truck Hourly Rates: \$295.00 per hour
- TV Truck Hourly Rates: \$265.00 per hour

Quantities within proposal are for estimating purposes. Billing will reflect actual quantities and/or times performed in the field. , Our proposal includes all labor, materials, equipment, and workmanship required to rehabilitate existing pipelines using the Concrete Spincast method in accordance with manufacturer specifications.

Cleaning of structure will be completed to the correct profile for underlayment application as per Manufacturers spec.

Bypass pumping, additional grouting, or special testing (including pressure, mandrel, or deflection testing) is not included unless specifically noted in this proposal.

Pricing is contingent upon the proposed quantity of pipe rehabilitation. If quantities change, APS reserves the right to adjust pricing accordingly.

If unforeseen conditions are encountered during the project, APS reserves the right to review site conditions and renegotiate pricing as necessary.

1. Pricing will be based on actual field measurements from manhole to manhole.
2. Proposal subject to pre-CCTV inspection by Atlantic Pipe Services confirming line(s) are in a condition that is acceptable for rehabilitation.
3. Cleaning is priced on an hourly basis due to pipe lengths, the amount of debris observed at two locations, and other unknown conditions. We anticipate the cleaning will take approximately three days; however, final pricing will be based on actual

hours required.

4. CIPP and Spincast quantities are provided for budgetary purposes only. Once CCTV inspection and cleaning are completed, the Owner and APS will review the findings to determine the most appropriate rehabilitation approach and adjust the quantities as necessary.

a. Based on the site visit: pipe replacement, slope regrading/potential headwall, buried junction boxes, soil stabilization may be required at the 3 locations.

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PRINT NAME / TITLE		DATE	3/6/2026
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**2026 Culvert Rehabilitation
Bid Tabulation**

				Atlantic Pipe Services, LLC		Nu-Pipe Trenchless Solutions		Inliner Solutions	
Line	Item Description	Quantity	Unit	UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID
		SUBTOTAL			\$199,485.53		\$242,580.60		\$294,191.00
<i>TOTAL BID FOR PROJECT.....</i>				\$199,485.53		\$242,580.60		\$294,191.00	