



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

**September 14, 2026
6:00 PM**

AGENDA

1. CALL TO ORDER

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

2. CONSENT AGENDA

- A. Consider the minutes of the August 10, 2026, Town Council Meeting
- B. Consider the minutes of the August 10, 2026, Closed Session
- C. Consider the minutes of the August 24, 2026, Town Council Workshop
- D. Consideration of Contract for Fabrication and Installation of Wayfinding Signs - Phase II
- E. Consideration of Surplus and Disposition of the Town's 2015 Freightliner M2 Dump Truck Asset #6042
- F. Consideration of FY2027 Powell Bill Street Resurfacing Contract with Ram Pavement Services, Inc. and Associated Budget Amendment
- G. Consideration of a Purchase and Installation Contract with IOE USA Corp d/b/a ICON Contract for Furniture on the Second Floor of Town Hall
- H. Consideration of Purchase of AT40-G 4x4 Bucket Truck from Global Rental Co., Inc.
- I. Consideration of Special Events and Park Expression Policy

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. Public Hearing to Consider Adoption of Revised Chapter 53 Stormwater Ordinance
 - 5. **OLD BUSINESS**
 - 6. **NEW BUSINESS**
 - A. Consideration of a Supplemental Services Agreement with Exult Engineering, PC for Fuda Creek Greenway Design Services
 - B. Consideration of Resolution Opposing State-Imposed Limits on Local Property Tax Authority
 - C. Consideration of Ordinance Regulating Electric Assisted Bicycles
 - D. Consideration of Town Council Travel and Training Policy
 - 7. **ACTION ITEMS**
 - 8. **CLOSED SESSION**
 - 9. **ADJOURNMENT**
-

Vision Statement

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

Mission Statement

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



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the August 10, 2026, Town Council Meeting

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the August 10, 2026, Town Council meeting, as presented.

Description/Background:

Draft minutes of the August 10, 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. August 10 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, AUGUST 10, 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, Ron Smith

ABSENT: Councilmember Lex Thomas

1A.

CALL TO ORDER

Mayor Teague called the meeting to order.

1B.

AGENDA ADOPTION

MOTION:

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

1C.

INVOCATION

Councilmember Thevenin conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

None

1F.

PUBLIC COMMENT

- Wally Wallace, 3093 Spring Forest Road, Harrisburg – recognized Parks and Recreation Director, Jim Spina for his work with the Association of US Army on the July 4th Celebration
- David Benson, 10548 Sweethaven Lane, Harrisburg – spoke concerning new developments that may create cut throughs in his neighborhood – asked for speed humps in Hawthorne
- Rosa Culver Sims, 9445 Leyton Drive, Harrisburg – asked about recent incidents in the Park – one during 4th of July Celebration. Also spoke about upcoming legislation concerning tax levies in the November election.
- Jay Boyar, Harrisburg – spoke concerning Mayor Pro-Tem issue
- Michelle Pighet – 8942 Happiness Road, Harrisburg – spoke concerning Mayor Pro-Tem issue
- Wendy McConnell – spoke concerning Mayor Pro-Tem issue
- Cheryl Johnson – spoke concerning Mayor Pro-Tem issue
- Johanna Bocko – spoke concerning Mayor Pro-Tem issue
- Jaymond Heron - spoke concerning Mayor Pro-Tem issue
- Keshia Sandridge - spoke concerning Mayor Pro-Tem issue. Also asked about incident in one of the parks in town where allegedly someone was found hanging. Also spoke concerning increased youth violence in the County, wants Council to work to address this issue.

2.

CONSENT AGENDA

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

MOTION:

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

3A.

COMMUNICATIONS

TOWN MANAGER REPORT

- Reviewed the Town's first annual report – FY2026 A Year of Connection, Progress and Purpose

3B.

COMMUNICATIONS

STAFF REPORTS

1. Finance Director Brian Lee presented the Finance report
2. Lt. Helms presented the Law Enforcement report. Introduced Captain Jason Gilmore who will be the new Captain of the Harrisburg Division.
3. Fire Chief Bryan Dunn presented the Fire Department report

3C.

COMMUNICATIONS

MAYOR'S COMMENTS

- Sheriff's National Night Out was a great success
- Great crowd Saturday night at Rockin the Burg – thank you to Parks and Recreation staff
- Next Rockin the Burg is September 12th featuring Departure, which is a Journey tribute band
- Cambridge Drive Extension ribbon-cutting will be on August 24th at 5:00pm, followed by a Council workshop here at 6:00pm
- October 3rd is Bags in the Burg here in Town Center
- Rockin the Burg October 10th
- October 30th is our Trick-or-Treat on Main here in Town Center
- Extend wishes for a great start to the new school year for all educators, reminder to be patient in car rider lines. Praying for safe and successful year for all.

3D.

COMMUNICATIONS

COUNCIL COMMENTS

Councilmember Glover

- Communications and Economic Development are doing a great job with the business spotlight
- Held the ribbon-cutting for the Steven M. Morris Behavioral Health Center. It has not opened yet, and there are limited tour opportunities available. They have an urgent care for children and adults and there is a partial residential treatment facility for minors.
- Several of us attended the educational summit at West Cabarrus. Heard some good information about CTE courses that align with things being offered at Rowan Cabarrus for those not seeking post-secondary education.
- Another ribbon-cutting in Cabarrus County in a park with adaptive equipment.
- Attended the NCBEMO Conference in July and they had a significant focus on economic development. Talked a lot about being intentional about the businesses we attract and making sure they're reflective of our community.

- Received some feedback from members of the community concerning people parking on their grass during the Rockin the Burg concert. Asked to have the tape put up in front of those homes like we do for the July 4th celebration.
- Have received several emails with concerns about buses in Cabarrus County. This is not something that is in the Town's purview but would still like to advocate for the kids and the long walks they are having for bus stops. There is a shortage of drivers, so they have to drive multiple routes.
- Want to revisit dogs in the park, as I understand there may have been an incident in the park on Saturday.

Councilmember Banks

- Also attended the NCBEMO Conference, and have been appointed to their Board of Directors
- The bus stop issue is not in our purview, but if anyone in the community has concerns they can reach out to us because I will reach out and try to advocate for the kids as well.
- Have had some issues with emails, but that has been resolved today, so if anyone has emailed me and I didn't respond it is because I may not have gotten it.
- Rockin the Burg was a huge event and would like to see us do more of that kind of thing because it really brings a lot of people out.
- Rob and I have talked about the water bills and the website issue, and I think we need to talk about working to make that more user-friendly
- We have two vacancies on the HACH Committee (Harrisburg Arts, Culture, and Heritage), so if anyone is interested in serving there please check out our website.
- Mayor Pro-Tem issue is still an issue, and I am hoping it will get resolved.

Councilmember Thevenin

- Received an email from a resident this week concerned about our Parks and Recreation staffing. Supposedly several staff have moved over to Public Works. Are we having staffing issues there?

Town Manager Rob Donham explained that we do not have issues there, but we did have an employee recently transfer over to Public Works. That happens sometimes with employees transferring between departments, and we encourage that if someone wants a different career path. Will check the numbers for the resident and get back with them.

Councilmember Faw

- Recently seeing different communities having water main breaks that take the whole system down for extended amounts of time, and others whose water systems were hacked. Just want to make sure we have this covered in case something like this happens our residents will have water and sewer.

Town Manager Rob Donham explained that there is no issue with sewer because that is gravity flush and it will go down. We run our own water system in Harrisburg, and we have redundant systems in place. We have water feeds from two other communities as well, and we produce some water here with wells. If for any reason one of those gets shut down, we have backups in place.

Councilmember Cotell

- Participated in the quarterly Cabarrus summit in July where we heard a presentation from WSACC on sewer capacity and I am pleased to report that the project is moving according to plan
- Also have been hearing about the school bus stops being consolidated and encourage everyone to be extra vigilant and mindful to watch out for those kids who are having to walk longer distances to their bus stops. The school board needs to hear from all of us and the more of us who do, I think the quicker this will get resolved.

Councilmember Smith

- CRMPO – we are always off in July but will be meeting again at the end of this month
- Due to absence last month, didn't get a chance to publicly express appreciation for everyone's efforts in making the July 4th celebration such a success. Sent an email out to everyone recently though. The level of security that was added this year was incredible and I don't think you could have done better. There will always be hiccups, but they did a great job. Thank you to everyone involved in this event.
- Met with Jonathan Almond and Grant Campbell concerning all these House bills that continue to pop up involving the builder's lobby. They stated they really appreciate and rely on our advocacy in these situations.
- Also recently received a call recognizing the work of our Public Works department. Several years ago the Town agreed to put a feature in place that if a resident had a ditch in their front yard they wished to cover up they could buy the supplies and we would install them. One of our past Councilmembers, Christopher Barfield, took us up on that offer. He said the crew came out, it was over 100 degrees, they got it done, and now all his neighbors want to do the same thing. Kudos to the Public Works staff for that. They were amazing.
- Brian Lee and Jim Spina, thank you for answering my texts. Thank you for the research and information and responses you provide.

4A.

PUBLIC HEARING

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. 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.

After some discussion, the following actions were taken:

MOTION #1

Councilmember Glover made a 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. Second was made by Councilmember Banks. **The motion passed 6-0.**

MOTION #2

Councilmember Glover made a 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. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

MOTION #3

Councilmember Banks made a motion to continue the public hearing for the proposed Peach Orchard Road Development Agreement to the October 12, 2026, Town Council meeting. Second was made by Councilmember Cotell. **The motion passed 6-0.**

4B.

PUBLIC HEARING

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). 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.

The public hearing for annexation and rezoning was opened.

Speaking: none

The public hearing was then closed.

After some discussion, the following action was taken:

MOTION #1

Councilmember Faw made a 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. Second was made by Councilmember Glover. **The motion passed 6-0.**

MOTION #2

Councilmember Banks made a 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. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

MOTION #3

Councilmember Thevenin made a 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. Second was made by Councilmember Cotell. **The motion passed 6-0.**

4C.

PUBLIC HEARING

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). 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.

The public hearing for annexation and rezoning was opened.

Speaking: none

The public hearing was then closed.

After some discussion, the following action was taken:

MOTION #1

Councilmember Cotell made a 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. Second was made by Councilmember Glover. **The motion passed 6-0.**

MOTION #2

Councilmember Thevenin made a 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. Second was made by Councilmember Banks. **The motion passed 6-0.**

MOTION #3

Councilmember Banks made a 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. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

5A.

OLD BUSINESS

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

After some discussion, the following action was taken:

MOTION:

Councilmember Cotell made a 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. Second was made by Councilmember Faw. **The motion passed 6-0.**

6A.

NEW BUSINESS

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

After some discussion, the following action was taken:

MOTION:

Councilmember Smith made a 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. Second was made by Councilmember Faw. **The motion passed 6-0.**

6B.

NEW BUSINESS

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

After some discussion, the following action was taken:

MOTION:

Councilmember Cotell made a 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. Second was made by Councilmember Smith. **The motion passed 6-0.**

7.

ACTION ITEMS

- Hawthorne cut-through concerns – get more information

- Concerns about dogs in the parks – add that to future agenda
- Discussion for tax levy cap – add to future workshop
- Water bill website payment processing issue – check into that issue again

8. CLOSED SESSION

Consideration of Entering Closed Session for Legal and Personnel Matters.

MOTION:

Councilmember Banks made a motion to go into Closed Session to discuss legal and personnel matters. Second was made by Councilmember Cotell. **The motion passed 6-0.**

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

MOTION:

Councilmember Smith made a motion to come out of Closed Session and return to regular business. Second was made by Councilmember Glover. **The motion passed 6-0.**

9.

ADJOURNMENT

MOTION:

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the August 10, 2026, Closed Session

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the August 10, 2026, Closed Session, as presented.

Description/Background:

Draft minutes of the August 10, 2026, Closed Session are presented for Council review and approval.

Recommendation:

Staff recommends approval of the minutes as presented.

Fiscal Impact:

No fiscal impact.

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the August 24, 2026, Town Council Workshop

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the August 24, 2026, Town Council Workshop, as presented.

Description/Background:

Draft minutes of the August 24, 2026, Town Council Workshop are presented for Council review and approval.

Recommendation:

Staff recommends approval of the minutes as presented.

Fiscal Impact:

No fiscal impact.

Attachments:

1. August 24 Minutes

TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL WORKSHOP
MONDAY, AUGUST 24, 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, Ron Smith, Lex Thomas

CALL TO ORDER

Mayor Teague called the meeting to order.

Topics of Discussion:

1. **Council Workshops** – A proposal was discussed to add Town Council workshops on a bi-monthly basis throughout the year. Council discussed the necessity of holding workshops at that frequency and how they could be coordinated with the spring budget meeting schedule. The current plan is to hold a workshop on or around October 26, followed by workshops in December and February, with specific dates to be determined later.
2. **Town-Wide Public Art Program** – Council reviewed artwork proposals submitted by several artists as part of the public art initiative. While the art has already been selected for the Stallings Road roundabout, discussion focused on the potential expansion of the program throughout the Town. Council considered what a Town-wide public art program might look like and whether future installations should be connected through common materials, design elements, or themes that reflect and tell the story of the community. At this time, Council agreed to proceed with the Stallings Road installation and discuss a larger public art program during the next budget cycle.
3. **E-Bike Ordinance** – Council reviewed recent changes to State law regarding (E-bikes) and discussed a draft ordinance to provide direction prior to its formal introduction. Discussion focused on the different classifications of E-bikes, their permitted use on sidewalks and greenways, helmet requirements for riders under the age of 18, and potential enforcement and penalty provisions for violations. Staff will incorporate Council's feedback into the draft ordinance, which will be presented for formal consideration at a future Town Council meeting later this year.
4. **Data Center Draft Regulations** – Council discussed the development of proactive regulations to address potential data center projects and ensure the Town is adequately protected as interest in this type of development continues to grow. Staff presented draft

review and development standards and requested Council feedback prior to forwarding the proposed amendments to the Planning Board for consideration. The Town's Unified Development Ordinance (UDO) currently contains no provisions specifically addressing data centers, and the proposed regulations would establish standards for their review and development.

5. **Council Travel Policy** – Council reviewed the current process and budget for Council travel and training and was presented with a draft policy for consideration. Under the proposed policy, the Town would fund attendance for each Council member at one state conference and one national conference annually, in addition to providing \$2,500 per Council member for other training and travel opportunities. Discussion focused on how the \$2,500 allocation was established and whether the amount adequately supports professional development needs. While some Council members expressed that the proposed amount is sufficient, others indicated a desire to consider a higher allocation. Suggestions for changes to this policy should be sent to the Town Manager.
6. **Special Events and Park Expression Policy** – Council discussed the Town's current practices regarding political activity in Town parks. While political activities are currently prohibited and this restriction is included on vendor applications and event-related forms, Council discussed the need to formalize the prohibition with an adopted policy to provide clear guidance, ensure consistent enforcement, and eliminate potential confusion moving forward. Staff presented a draft of a formal policy for Council's review.
7. **NC Property Tax Levy Cap** – Constitutional Amendment (November Ballot) – Discussion of what the amendment would do and its projected effect on the Town, what position the Council wants to take on this and what limits exist on advocacy and education of the public. Staff will prepare a resolution for Council consideration at the September Town Council meeting.

ADJOURNMENT

The meeting was adjourned by consensus of Council.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract for Fabrication and Installation of Wayfinding Signs - Phase II

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to approve the fabrication and installation contract with Signs ETC for the Wayfinding Phase II Project in an amount not to exceed \$124,651.39.

Description/Background:

The Town of Harrisburg has developed a community wayfinding sign system to assist residents and visitors in locating Town facilities, parks, schools, and other community destinations. Phase I of the program was completed in prior years, and updates to the existing sign network were completed in 2025.

Phase II will expand the wayfinding system through the installation of nine additional signs at key locations throughout Town, including Rocky River Road, Stallings Road, Tom Query Road, Hickory Ridge Road, and the NC 49/Roberta Road corridor. The new signs will be consistent with the design, materials, and color scheme of the Town's existing wayfinding system.

Staff solicited proposals from three companies and received two responsive proposals. Signs ETC submitted the lowest responsive and responsible proposal and is recommended for award. The contract includes the fabrication and installation of all nine signs. Staff will coordinate final field placement and production details consistent with the approved design package.

Following contract execution, fabrication and installation are anticipated to take approximately four to six months.

Recommendation:

Staff recommends approval of the fabrication and installation contract with Signs ETC for the Wayfinding Phase II Project in an amount not to exceed \$124,651.39.

Fiscal Impact:

The proposed contract amount is \$124,651.39, consisting of \$116,496.63 for fabrication and installation and \$8,154.76 in applicable sales tax.

The FY 2027 budget and capital authorization for the Wayfinding Phase II Project is \$131,500 and is funded through the Capital Reserve Fund - General Fund. No budget amendment is required.

Following reimbursement of eligible sales taxes, approximately \$15,000 is expected to remain available within the project budget for ancillary project costs.

The procurement was conducted in accordance with applicable Town purchasing requirements and North Carolina law.

Attachments:

1. WayfindingPackagePhase2Updates7.3.26
2. EST-7045 (1)

NOTE: ALL DESTINATIONS LISTED ARE CITY OWNED/MANAGED PUBLIC, ART, EDUCATIONAL AND CULTURAL FACILITIES.

IDENTIFICATION ENHANCEMENT MARKERS

OPTION:40 AN IDENTIFICATION ENHANCEMENT MARKER MAY BE USED IN A COMMUNITY WAYFINDING GUIDE SIGN ASSEMBLY, OR MAY BE INCORPORATED INTO THE OVERALL DESIGN OF A COMMUNITY WAYFINDING GUIDE SIGN, AS A MEANS OF VISUALLY IDENTIFYING THE SIGN AS PART OF AN OVERALL SYSTEM OF COMMUNITY WAYFINDING SIGNS ANDDESTINATIONS.

STANDARD:41 THE SIZES AND SHAPES OF IDENTIFICATION ENHANCEMENT MARKERS SHALL BE SMALLER THAN THE COMMUNITY WAYFINDING GUIDE SIGNS THEMSELVES. IDENTIFICATION ENHANCEMENT MARKERS SHALL NOT BE DESIGNED TO HAVE AN APPEARANCE THAT COULD BE MISTAKEN BY ROAD USERS AS BEING A TRAFFIC CONTROL DEVICE.

GUIDANCE:42 THE AREA OF THE IDENTIFICATION ENHANCEMENT MARKER SHOULD NOT EXCEED 1/5 OF THE AREA OF THE COMMUNITY WAYFINDING GUIDE SIGN WITH WHICH IT IS MOUNTED IN THE SAME SIGN ASSEMBLY.

TYPE FACE: CLEARVIEW HWY.

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

LETTER HEIGHT:
THE PRINCIPAL LEGEND ON GUIDE SIGNS SHALL BE IN LETTERS AND NUMERALS AT LEAST 6 INCHES IN HEIGHT FOR ALL UPPER-CASE LETTERS, OR A COMBINATION OF 6 INCHES IN HEIGHT FOR UPPER-CASE LETTERS AND 4.5 INCHES IN HEIGHT FOR LOWER-CASE LETTERS. ON LOW-VOLUME ROADS (AS DEFINED IN SECTION 5A.01)

COLORS

PMS 187C
MP # 226

PMS 377C
MP # 485

PMS 2955C
MP # 912

PMS Warm Gray 10
MP # 572

PMS 7506C
MP # 44700

MP # 13335

4941 Chastain Ave.
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Job No:

Date: 7.3.26

Town of Harrisburg

Scale: Not to Scale

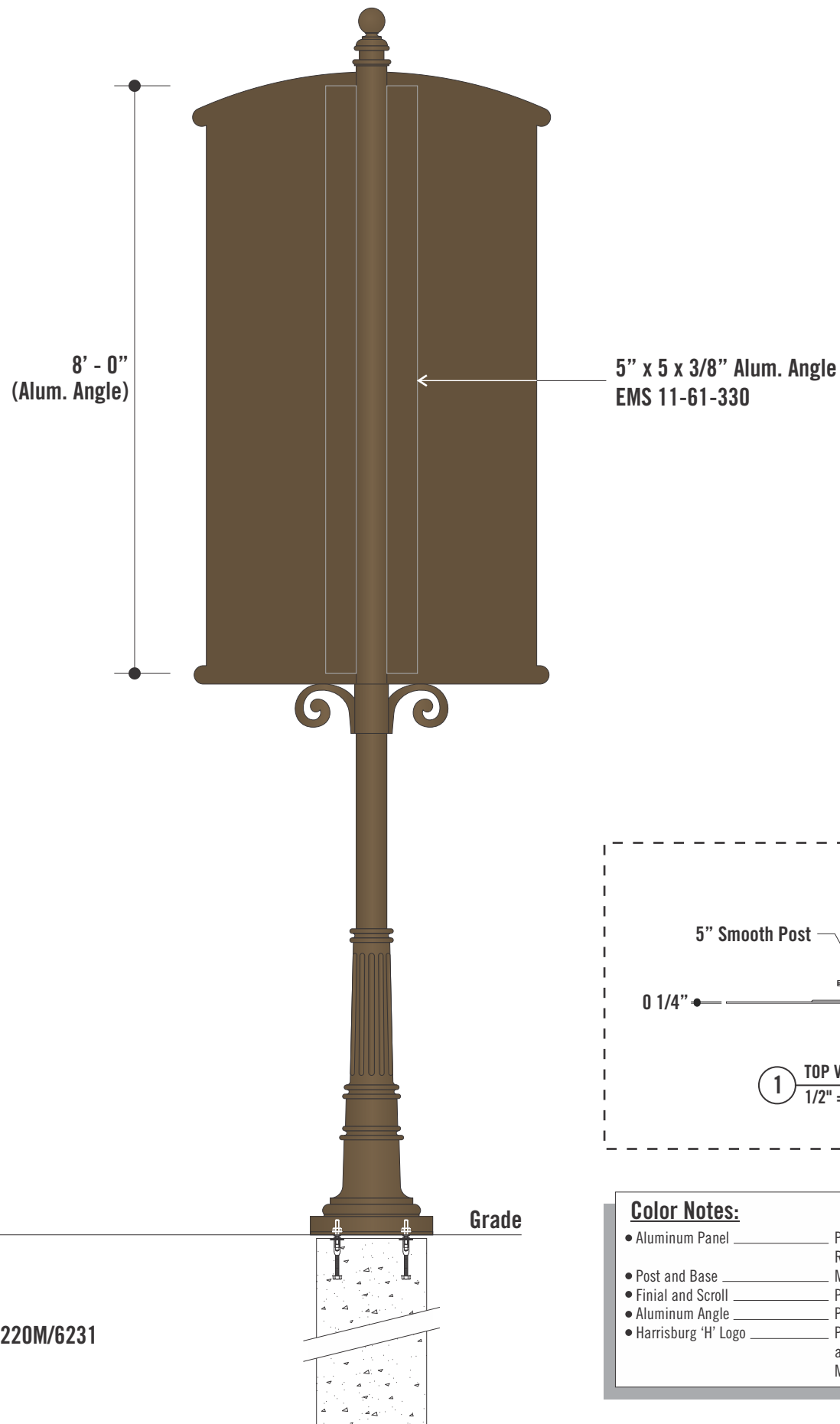
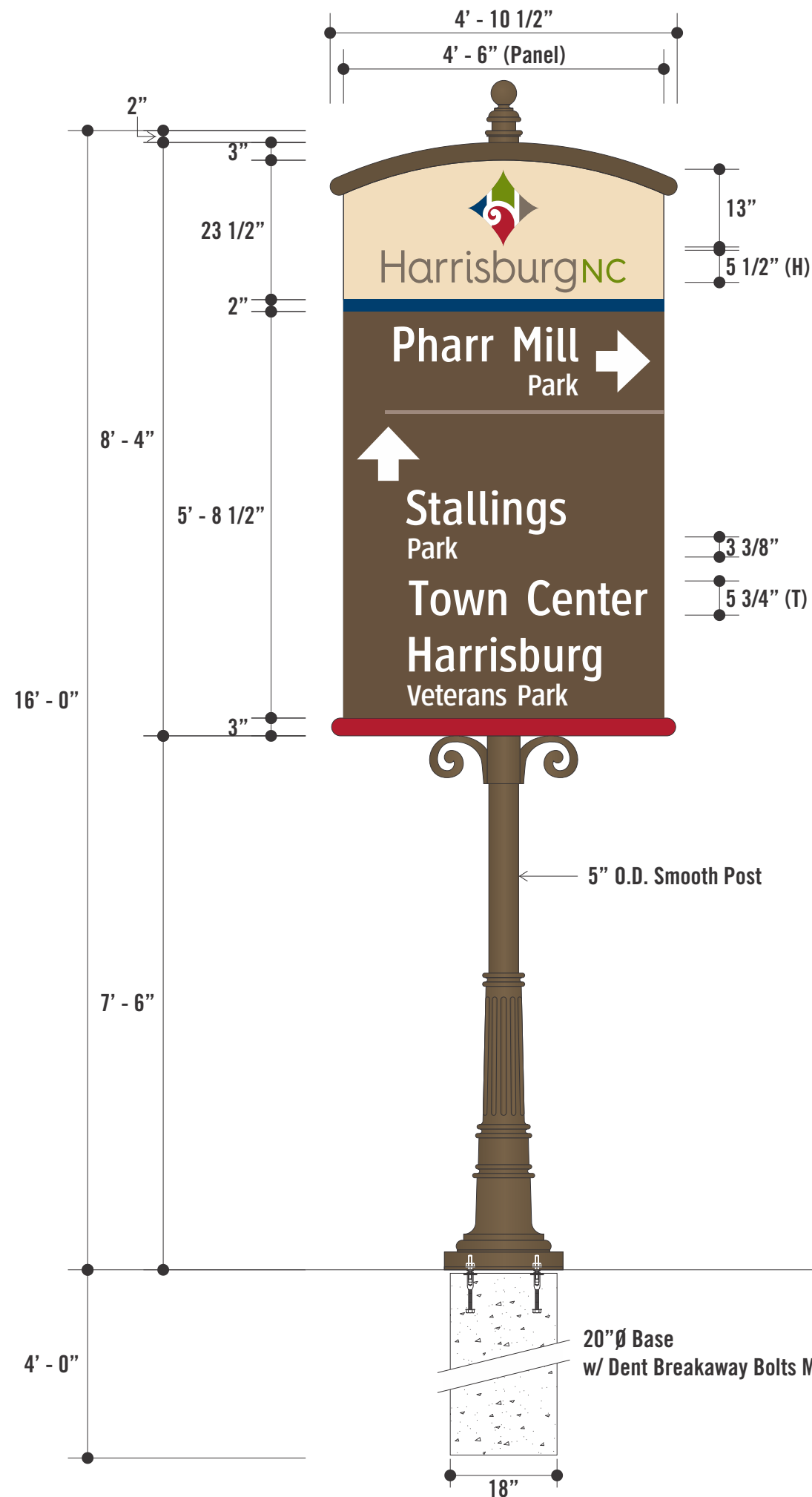
Acct. Rep: Spencer Brower

Designer: BG

Revisions:

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- ☐ Approved
- ☐ Approved As Noted
- ☐ Revise & Resubmit



Color Notes:	
• Aluminum Panel	Painted MP #13335 w/ 3M 3430 H/I White Prismatic Reflective and Digitally Printed Vinyl Overlays
• Post and Base	MP #13335
• Finial and Scroll	Painted MP #13335
• Aluminum Angle	Painted MP #13335
• Harrisburg 'H' Logo	Painted to Match PMS 187C, PMS 377C, PMS 2955C, and PMS Warm Gray 10. Edges to be Painted to Match PMS 7506C

Qty: 9

SIGNS ETC

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Town of Harrisburg

Scale: 1/2"=1'-0"

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2.0

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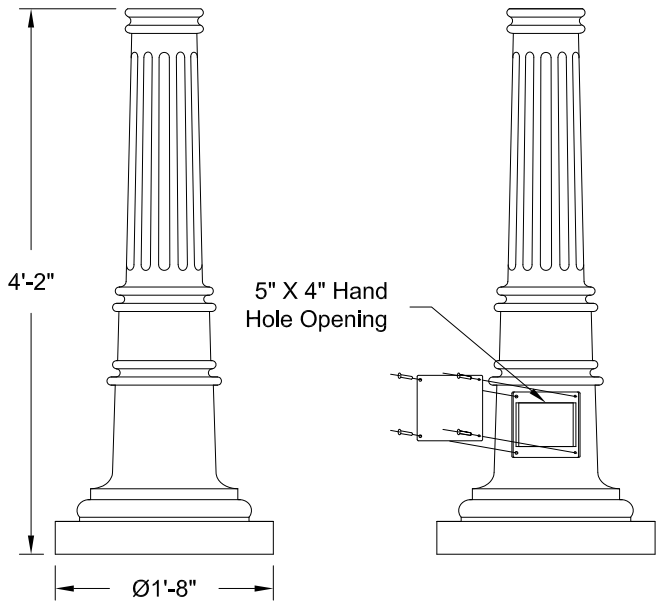
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Designer: BG

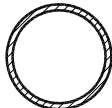
Revisions:

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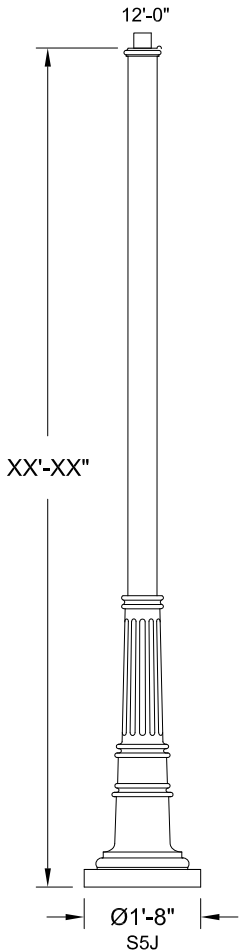
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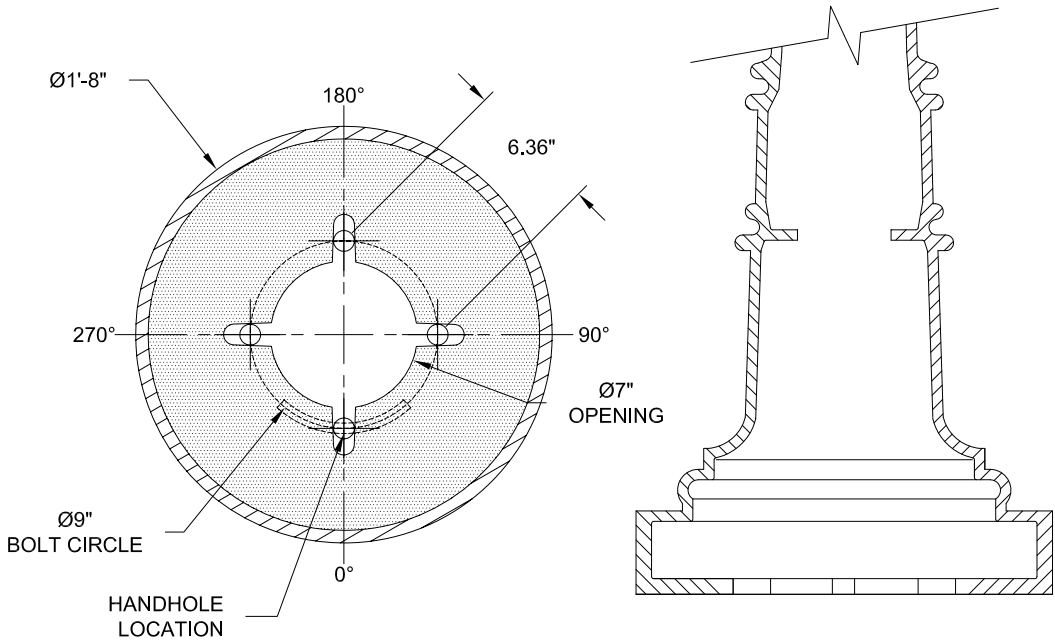
Shaft Style



5" Dia. Smooth
S5J



ANCHORAGE GUIDE



SPECIFICATIONS

DESCRIPTION
The lighting post shall be all aluminum, one-piece construction, with a classic tapered and fluted base design.

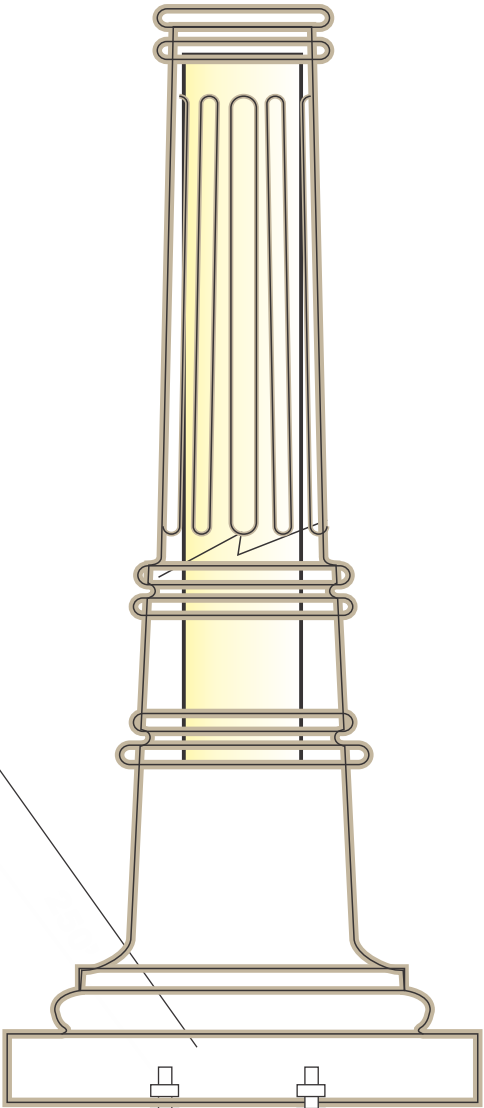
MATERIALS
The base and fluted tapered cast shaft shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The straight shafts shall be extruded from aluminum, ASTM 6061 alloy, heat treated to a T6 temper. The tapered shaft shall be extruded from aluminum, ASTM 6063 alloy, spun to a tapered shape, then heat treated to a T6 temper. All hardware shall be tamper resistant stainless steel. Anchor bolts to be completely hot dip galvanized.

CONSTRUCTION
The shaft shall be double welded to the base casting and shipped as one piece for maximum structural integrity. The shaft shall be welded inside the base casting at the top of the access door, and externally where the shaft exits the base. All welding shall be per ANSI/AWS

DIMENSIONS
The post shall be X'- XX" in height with a 20" diameter base. The shaft diameter shall be XX". At the top of the post, an integral tenon with a transitional donut shall be provided for luminaire mounting.

INSTALLATION
The post shall be provided with four, hot dip galvanized L-type anchor bolts. A door shall be provided in the base for anchorage and wiring access. A grounding screw shall be provided inside the base opposite the door.

16" DIAMETER, 1/2" THICK BASE PLATE IS WELDED ON BOTH TOP AND BOTTOM OF POLE JOINT.



WAYFINDING SIGNAGE
BREAKAWAY BASE IS FHWA APPROVED DEVICE

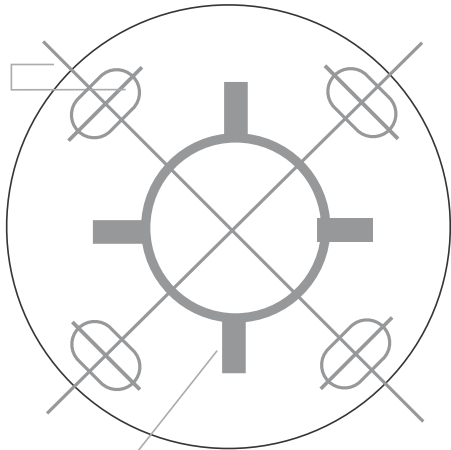
MASONRY/FOOTINGS
ANY CONCRETE BASES FOR SIGNAGE ARE TO BE POURED IN PLACE AND FOOTINGS ARE TO EXTEND BENEATH THE FROST LINE, OR DEEPER TO MEET LOCAL CODE. ALL FOOTINGS OR BASES SHOULD BE POURED WITHIN A FORM AND LEVEL WITH GRADE UNLESS OTHERWISE SPECIFIED IN THE DESIGN INTENT DRAWINGS. FOUNDATION/FOOTINGS SHOULD BE LEVEL WITH GRADE UNLESS OTHERWISE NOTED OR AS SPECIFIED BY STATE OR LOCAL CODE. FOUNDATION/FOOTINGS SHOULD NOT EXTEND ABOVE GRADE MORE THAN 2" AND EXPOSED EDGES SHOULD BE FINISHED WITH A BEVEL TO PREVENT CHIPPING. IT IS RECOMMENDED THAT THE CONCRETE BE FLOATED BY MACHINE OR HAND BEFORE FINISHING IN ORDER TO EMBED LARGER AGGREGATES ESPECIALLY WHEN PART OF THE FOOTING OR BASE EXTENDS ABOVE GROUND. CONCRETE SURFACE SHOULD HAVE A SMOOTH OR BRUSHED FINISH GRADE APPEARANCE. ALL CONCRETE BASES AND FOOTINGS SHOULD BE EDGED TO BREAK ANY BOND WITH THE FORM AND CREATE A NEAT APPEARANCE. ALL FORMS SHOULD BE REMOVED ONCE THE CONCRETE HAS PROPERLY CURED. CONCRETE AND REINFORCEMENT SPECIFICATIONS SHALL BE SHOWN ON SHOP DRAWING SUBMITTALS. THE FABRICATOR IS RESPONSIBLE FOR THE NECESSARY TEMPLATES, MOUNTING PLATES AND HARDWARE FOR CONCRETE AND MASONRY BASES. A MINIMUM 1' ROCK BED WITH LANDSCAPE EDGING OR CONCRETE PAD MUST BE ADDED AROUND EACH CONCRETE BASE AS PROTECTION FROM LANDSCAPING MAINTENANCE. FOR EXPOSED OR VISIBLE MASONRY, THIS SHALL INCLUDE THE APPLICATION OF PROTECTIVE SEALERS OR SIMILAR FINISHES TO DIMINISH THE EFFECTS OF CLOSE-PROXIMITY SPRINKLING OR IRRIGATION SYSTEMS. SIGNS ARE TO BE MOUNTED ON FHWA APPROVED BREAKAWAY -BOLT FOOTINGS, CENTERED ON THE CONCRETE BASE OR FOOTING, AND ENGINEERED PER CODE, UNLESS OTHERWISE SPECIFIED IN THE DESIGN INTENT DRAWINGS

GRADE

NOTE: SIGN FABRICATOR WILL SUPPLY INSTALLATION CONTRACTOR WITH APPROVED BREAKAWAY BOLT SYSTEM WITHIN TWO WEEKS OF CONTRACT.

CONCRETE

3/4"



6" aluminum post has 1/4" thick side wall 3/4" thick angle for support

Note: Cut elongated slot for breakaway bolt 3/8" larger than bolt shaft to allow for site adjustment

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Job No:

Date: 7.3.26

Town of Harrisburg

Scale: Not to Scale

Acct. Rep: Spencer Brower

Designer: BG

Revisions:

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☐ Approved

☐ Approved As Noted

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1 Westbound on Rocky River Road at Pharr Mill Road



2 Westbound on Rocky River Road at Stallings Road



3 Eastbound on Rocky River Road at Robinson Church Road



4 Eastbound on Tom Query Road at Robinson Church Road



5 Northbound on Hickory Ridge Road at Stallings Road



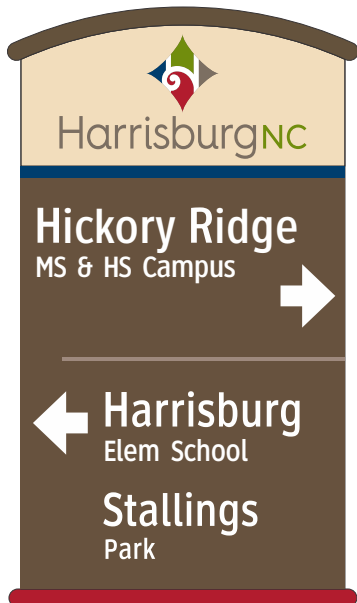
7 Westbound on Stallings Road at Harrisburg Veterans Road



8 Southbound on Roberta Road at Highway 49



9 Eastbound on Stallings Road at Harrisburg Veterans Road



10 Intersection of Stallings Road and Harrisburg Veterans Road

DESCRIPTION: Wayfinding Sign Program - Phase 2

Bill To: Town of Harrisburg
PO Box 100
Harrisburg, NC 28075
US

Pickup At: Signs Etc
4941 Chastain Ave
Charlotte, NC 28217
US

Requested By: Jonathan Young
Email: jyoung@harrisburgnc.gov

Salesperson: Spencer Brower
Work Phone: 704-522-8860 x 125

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 Fabrication & Installation of.... Nine (9) Wayfinding Signs Per Design Specifications	9	\$12,944.07	\$116,496.63
Subtotal:			\$116,496.63
Taxes:			\$8,154.76
Grand Total:			\$124,651.39

Signature: _____ Date: _____



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Surplus and Disposition of the Town's 2015 Freightliner M2 Dump Truck Asset #6042

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to declare the Town's 2015 Freightliner M2 Dump Truck, Asset #6042, surplus to the needs of the Town pursuant to G.S. 160A-266, and authorizing the Town Manager or his designee to sell the vehicle by electronic public auction through GovDeals pursuant to G.S. 160A-270(b) and (c), including approval of notice published solely by electronic means.

Description/Background:

The Town recently purchased a replacement dump truck and is preparing to dispose of the oldest dump truck in the Public Works fleet.

The vehicle proposed for surplus is a 2015 Freightliner M2 Dump Truck, Asset #6042. The Public Works Department estimates the vehicle's current value at approximately \$45,000.

Because the estimated value exceeds the Town Manager's delegated surplus authority, Town Council approval is required before disposition. Following Council approval, staff intends to offer the vehicle for sale through the GovDeals electronic auction platform pursuant to the Town's existing authorization for electronic auctions.

Recommendation:

Staff recommends that Town Council declare the 2015 Freightliner M2 Dump Truck, Asset #6042, surplus and its sale by electronic public auction.

Fiscal Impact:

Revenue generated from the sale of the surplus vehicle will be deposited into the Town's Water and Sewer Fund. The final revenue amount will be determined by the successful auction bid.

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2027 Powell Bill Street Resurfacing Contract with Ram Pavement Services, Inc. and Associated Budget Amendment

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to approve the FY2027 Powell Bill Street Resurfacing Contract with Ram Pavement Services, Inc. in an amount not to exceed \$854,430.68 and adopt the associated FY2027 Budget Ordinance Amendment appropriating \$130,000 from Powell Bill reserves.

Description/Background:

The Town conducts annual street resurfacing to maintain the condition and extend the service life of the Town-maintained transportation network. The FY2027 project represents the second year of the Town's three-year pavement management plan.

This year's project includes resurfacing approximately 3.19 miles of roadway on Grimsby Circle, Burgundy Ridge Drive, Mossy Cup Trail, Harvest Hill Drive, Plumcrest Drive, Fairgrove Lane, Sims Parkway, Speedrail Drive, Speedrail Court, Williams Road, and portions of Patricia Avenue. The work includes pavement milling and resurfacing, pavement markings, traffic control, and incidental pavement repairs.

The project was formally advertised and competitively bid in accordance with applicable North Carolina purchasing requirements. Four bids were received. Ward Contracting, Inc. submitted the apparent low bid but did not provide the required bid bond and was therefore determined to be nonresponsive. Ram Pavement Services, Inc. submitted the next lowest responsive and responsible bid. The Town has worked with Ram in the past, and the work has been high quality.

Ram's base bid is \$813,743.50. The contract includes a 5% contingency of \$40,687.18 for authorized quantity adjustments or changes during construction, resulting in a total contract amount not to exceed \$854,430.68. The contract has been reviewed using the Town Attorney-approved standard construction contract form and has been reviewed and approved by the Town attorney.

Work is anticipated to begin in October 2026 and is required to be completed by December 18, 2026.

Recommendation:

Staff recommends awarding the FY2027 Powell Bill Street Resurfacing Contract to Ram Pavement Services, Inc. in an amount not to exceed \$854,430.68 and approving the associated FY2027 Budget Ordinance Amendment.

Fiscal Impact:

The total contract authorization is \$854,430.68, consisting of Ram Pavement Services' base bid of \$813,743.50 and a 5% construction contingency of \$40,687.18.

The Town's projected FY2027 Powell Bill allocation is \$725,000. An additional \$130,000 is required from existing Powell Bill reserves to fully fund the project. The attached Budget Ordinance Amendment appropriates those reserve funds, providing total project funding of \$855,000.

Following the amendment, approximately \$400,000 will remain in Powell Bill reserves for future eligible street-maintenance projects.

Attachments:

1. 2026 Fall Paving - Bid Tab
2. Amendment - GF - Powell Bill Reserves FY2027 09142026
3. Fall 2026 Paving - Contract



Project 2026 Fall Resurfacing Project
Date Opened 8/25/2026 2:00pm

				Blythe Construction, Inc.		Ward Contracting, Inc. *		Ferebee Corporation		Ram Pavement	
Bid Item	Item Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	Lump Sum	\$ 46,500.00	\$ 46,500.00	\$ 17,450.00	\$ 17,450.00	\$ 48,500.00	\$ 48,500.00	\$ 38,696.00	\$ 38,696.00
2	Traffic Control	1	Lump Sum	\$ 93,000.00	\$ 93,000.00	\$ 8,850.00	\$ 8,850.00	\$ 37,008.00	\$ 37,008.00	\$ 18,012.00	\$ 18,012.00
3	Milling of Existing Pavement - 1 - 1/2"	43,500	SY	\$ 4.80	\$ 208,800.00	\$ 1.90	\$ 82,650.00	\$ 4.20	\$ 182,700.00	\$ 3.50	\$ 152,250.00
4	Tack Coat	2,610	GAL	\$ 3.50	\$ 9,135.00	\$ 9.75	\$ 25,447.50	\$ 3.30	\$ 8,613.00	\$ 3.25	\$ 8,482.50
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	43,500	SY	\$ 11.50	\$ 500,250.00	\$ 11.05	\$ 480,675.00	\$ 14.15	\$ 615,525.00	\$ 12.61	\$ 548,535.00
6	Thermoplastic Pavement Marking Stop Bars (90 mils)	11	EA	\$ 250.00	\$ 2,750.00	\$ 275.00	\$ 3,025.00	\$ 250.00	\$ 2,750.00	\$ 200.00	\$ 2,200.00
7	Thermoplastic Pavement Marking Crosswalk Keys (90 mils)	16	EA	\$ 250.00	\$ 4,000.00	\$ 275.00	\$ 4,400.00	\$ 250.00	\$ 4,000.00	\$ 403.00	\$ 6,448.00
8	Thermoplastic Pavement Marking Line (4" width, 90 mils)	5,600	LF	\$ 1.75	\$ 9,800.00	\$ 1.95	\$ 10,920.00	\$ 1.75	\$ 9,800.00	\$ 1.20	\$ 6,720.00
9	Thermoplastic Pavement Marking Symbols (90 mils)	8	EA	\$ 210.00	\$ 1,680.00	\$ 232.00	\$ 1,856.00	\$ 210.00	\$ 1,680.00	\$ 550.00	\$ 4,400.00
10	Incidental Patching	200	TON	\$ 280.00	\$ 56,000.00	\$ 175.00	\$ 35,000.00	\$ 300.00	\$ 60,000.00	\$ 140.00	\$ 28,000.00
Contract Price					\$ 931,915.00		\$ 670,273.50		\$ 970,576.00		\$ 813,743.50
5% Contingency					\$ 46,595.75		\$ 33,513.68		\$ 48,528.80		\$ 40,687.18
Total Contract Price					\$ 978,510.75		\$ 703,787.18		\$ 1,019,104.80		\$ 854,430.68

* NOTE: Although Ward Contracting, Inc. is the apparent low bidder, they did not include a bid bond as part of their submittal. Therefore, this bid is excluded.



**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 FY2027 Powell Bill paving project, utilizing \$130,000 of Powell Bill Reserve Funds.

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

Increase line item 101-3000-57103	\$ 130,000
Capital Outlay	
2027-3000-001	

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

Increase line item 101-43150	\$ 130,000
Powell Bill Reserves	

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 14th day of September, 2026.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

CONTRACT FOR 2026 FALL RESURFACING

This Contract is by and between Town of Harrisburg, NC (Owner) and
Ram Pavement Services, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. This improvement project shall consist of milling approximately 3.19 miles of 2-lane road to a depth of 1.5" and resurfacing with 1.5" of surface course asphalt. The subject roads to be milled and resurfaced are Grimsby Circle, Burgundy Ridge Drive, Mossy Cup Trail, Harvest Hill Drive, Plumcrest Drive, Fairgrove Lane, Sims Parkway, Speedrail Drive, Speedrail Court, Williams Road, and portions of Patricia Avenue. The project also consists of 11 thermoplastic stop bars and restriping all existing pavement markings on the roadways specified in the bid documents. Also included in the project is 200 tons of incidental patching, to be identified by the Town of Harrisburg at the time of the project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. The Work will be completed and ready for final payment on or before December 18, 2026.

3.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 3.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$200 for each calendar day that expires after the Contract Time for final completion.

3.03 Delays in Contractor's Progress

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

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Bid Item	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$38,696.00	\$38,696.00
2	Traffic Control	1	LS	\$18,012.00	\$18,012.00
3	Milling of Existing Pavement - 1 - 1/2"	43,500	SY	\$3.50	\$152,250.00
4	Tack Coat	2,610	GAL	\$3.25	\$8,482.50
5	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	43,500	SY	\$12.61	\$548,535.00
6	Thermoplastic Pavement Marking Stop Bars (90 mils)	11	EA	\$200.00	\$2,200.00
7	Thermoplastic Pavement Marking Crosswalk Keys (90 mils)	16	EA	\$403.00	\$6,448.00
8	Thermoplastic Pavement Marking Line (4" width, 90 mils)	5,600	LF	\$1.20	\$6,720.00
9	Thermoplastic Pavement Marking Symbols (90 mils)	8	EA	\$550.00	\$4,400.00
10	Incidental Patching	200	TON	\$140.00	\$28,000.00
Contract Price					\$813,743.50
5% Contingency					\$40,687.18
Total Bid Price					\$854,430.68

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. The total contract price will be an extension of the payment per unit price and shall not exceed **\$854,430.68**. The Town retains authority over quantity changes.

ARTICLE 5 - INSURANCE

5.01 Insurance

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

6.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

6.03 Services, Materials, and Equipment

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

6.04 Subcontractors and Suppliers

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

6.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

6.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and

damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

6.07 Safety and Protection

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

6.08 Warranties and Guarantees

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

6.09 Correction Period

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

6.10 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and any officers, directors, members, partners, employees, agents, consultants and subcontractors of the Owner from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

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

8.02 Change Orders

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

ARTICLE 9 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.01 Tests and Inspections

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

9.02 Defective Work

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

ARTICLE 10 - PAYMENTS TO CONTRACTOR

10.01 Applications for Payments:

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

10.02 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

10.03 Review of Applications

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

10.04 Substantial Completion

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

10.05 Final Inspection

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

10.06 Final Payment

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

10.07 Waiver of Claims

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

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

11.01 Contractor Representations

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

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

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

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

OWNER: Town of Harrisburg, NC

CONTRACTOR: Ram Pavement Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Attn: Jonathan Young

4100 Main Street, Suite 101

Harrisburg, NC 28075

License No.: _____

(where applicable)



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of a Purchase and Installation Contract with IOE USA Corp d/b/a ICON Contract for Furniture on the Second Floor of Town Hall

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to approve a purchase and installation contract with IOE USA Corp d/b/a ICON Contract for furniture on the second floor of Town Hall in the amount not to exceed \$219,889.28 (including taxes); authorize the Town Manager to execute the contract in a form approved by the Town Attorney and Finance Officer.

Description/Background:

The Town of Harrisburg is seeking to purchase new office furniture to accommodate the renovations and additions to the upstairs of Town Hall. This contract includes the purchase and installation of 21 new cubicles and enhancements/additions to the 7 existing cubicles currently being utilized by Town staff. This purchase was reviewed for compatibility with the anticipated phase 2 renovation and is expected to remain in service when phase 2 is completed. This will avoid the need for future replacement of those items. As a reminder, Council approved phase 1 on the July Council Agenda, and staff is working with a consultant to finalize the phase 2 schematics.

The proposed purchase and installation contract with IOE USA Corp d/b/a ICON Contract includes furniture and cubicles to accommodate all new offices and other spaces on the second floor of Town Hall after renovation. The quoted price is \$219,889.28, inclusive of applicable state and local taxes. Staff is requesting authorization of \$205,504 (excluding reimbursable sales tax) against the Town Hall Renovation project budget.

The project was procured through the formal bidding process applicable to purchase and installation projects with an estimated cost above the formal bidding threshold. Staff received three qualifying bids on the bid date. Staff evaluated the qualifying bids, and IOE USA Corp d/b/a ICON Contract 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.

Recommendation:

Staff recommends that Town Council approve the purchase and installation contract with IOE USA Corp d/b/a ICON Contract for furniture on the second floor of Town Hall in an amount not to exceed \$219,889.28, inclusive of applicable taxes and fees; authorize the Town Manager to execute the contract in a form approved by the Town Attorney and Finance Officer.

Fiscal Impact:

The fiscal impact of this purchase of the office furniture from IOE USA Corp d/b/a ICON Contract is \$205,504 (plus reimbursable sales taxes), which is included in the overall Town Hall Renovation project authorization. If approved, the total budget of \$8,250,000 would have approximately \$7,829,000 remaining for further engineering, permits, construction, equipment, and other renovation costs. Once purchased, this furniture will not only be utilized for the interim (phase 1) improvements but will be available for the long-term (phase 2) project as well.

Attachments:

1. Second Floor Furniture - Bid Tab
2. ICON Contract Bid Form



Project Town Hall Second Floor Furniture

				Global Office Furniture, LLC; 4108 Carolina Commercial Drive, Suite #4; Mytle Beach, SC 29579		Arabella Deolinda, LLC (Valuebiz); 11435 Granite St., Suite C; Charlotte, NC 28273		IOE USA Corp (ICON Contract); 525 Vine Street; Winston-Salem, NC 27101	
Bid Item	Item Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Installation, assembly, delivery, set-up, freight, protection, cleanup, and closeout	1	Lump Sum	\$ 38,500.00	\$ 38,500.00	\$ 21,792.00	\$ 21,792.00	\$ 40,000.00	\$ 40,000.00
2	Disassembly, relocation, reconfiguration, and reinstallation of seven existing cubicles	1	Lump Sum	\$ 3,500.00	\$ 3,500.00	\$ 1,225.00	\$ 1,225.00	\$ 5,400.00	\$ 5,400.00
3	6 ft x 7 ft x 66 in. high powered cubicle, box/box/file pedestal, 48 in. flipper bin, base feed	14	EA	\$ 2,392.62	\$ 33,496.68	\$ 2,592.00	\$ 36,288.00	\$ 2,380.00	\$ 33,320.00
4	6 ft x 6 ft x 66 in. high powered cubicle, box/box/file pedestal, 48 in. flipper bin, base feed	7	EA	\$ 3,410.30	\$ 23,872.10	\$ 2,943.00	\$ 20,601.00	\$ 2,200.00	\$ 15,400.00
5	66 in. H x 36 in. W tackable/acoustical non-powered panel for sliding door mount on existing cubicle	7	EA	\$ 250.97	\$ 1,756.79	\$ 298.00	\$ 2,086.00	\$ 390.00	\$ 2,730.00
6	66 in. H x 36 in. W frosted acrylic sliding door with metal frame and frosted/ribbed insert	28	EA	\$ 182.57	\$ 5,111.96	\$ 1,195.00	\$ 33,460.00	\$ 560.00	\$ 15,680.00
7	Bar-height 72 in. x 24 in. metal U-leg table	2	EA	\$ 859.96	\$ 1,719.92	\$ 794.00	\$ 1,588.00	\$ 535.00	\$ 1,070.00
8	Polypropylene armless breakroom chair	12	EA	\$ 173.26	\$ 2,079.12	\$ 82.00	\$ 984.00	\$ 74.00	\$ 888.00
9	Polypropylene armless bar-height breakroom chair	4	EA	\$ 258.30	\$ 1,033.20	\$ 154.00	\$ 616.00	\$ 101.00	\$ 404.00

10	Mason club chair, Phantom upholstery, or approved equal	10	EA	\$ 1,920.24	\$ 19,202.40	\$ 622.00	\$ 6,220.00	\$ 800.00	\$ 8,000.00
11	Mason sofa, Phantom upholstery, or approved equal	3	EA	\$ 3,259.61	\$ 9,778.83	\$ 1,035.00	\$ 3,105.00	\$ 1,515.00	\$ 4,545.00
12	Declan 48 in. x 24 in. coffee table, walnut, or approved equal	3	EA	\$ 890.81	\$ 2,672.43	\$ 408.00	\$ 1,224.00	\$ 348.00	\$ 1,044.00
13	60 in. x 24 in. nesting table, silver base, Coastal Gray top	17	EA	\$ 969.57	\$ 16,482.69	\$ 447.00	\$ 7,599.00	\$ 360.00	\$ 6,120.00
14	Global Spritz Series nesting chair with mesh back, fabric seat, and casters, or approved equal	34	EA	\$ 637.56	\$ 21,677.04	\$ 378.00	\$ 12,852.00	\$ 255.00	\$ 8,670.00
15	Laminate 16 ft x 4 ft boat-shaped conference table with two pre-cut grommet holes/covers	1	EA	\$ 2,785.23	\$ 2,785.23	\$ 1,970.00	\$ 1,970.00	\$ 3,050.00	\$ 3,050.00
16	High-back leatherette conference chair with black frame/arms and black upholstery	22	EA	\$ 664.66	\$ 14,622.52	\$ 196.00	\$ 4,312.00	\$ 224.00	\$ 4,928.00
17	72 in. W x 22 in. D x 36 in. H four-door storage credenza	2	EA	\$ 1,268.83	\$ 2,537.66	\$ 1,063.00	\$ 2,126.00	\$ 747.00	\$ 1,494.00
18	Laminate 66 in. H x 22 in. D x 36 in. W two-door storage cabinet	1	EA	\$ 1,222.83	\$ 1,222.83	\$ 760.00	\$ 760.00	\$ 506.00	\$ 506.00
19	Two-door storage cabinet with one adjustable shelf	1	EA	\$ 774.27	\$ 774.27	\$ 322.00	\$ 322.00	\$ 361.00	\$ 361.00
20	Laminate 66 in. x 36 in. bow-front desk shell, 48 in. x 24 in. return, box/box/file pedestal	11	EA	\$ 1,765.89	\$ 19,424.79	\$ 939.00	\$ 10,329.00	\$ 1,030.00	\$ 11,330.00
21	35 in. two-drawer lateral file	15	EA	\$ 1,175.57	\$ 17,633.55	\$ 547.00	\$ 8,205.00	\$ 398.00	\$ 5,970.00
22	Open hutch storage and wardrobe unit	15	EA	\$ 1,224.71	\$ 18,370.65	\$ 267.00	\$ 4,005.00	\$ 624.00	\$ 9,360.00
23	Laminate personal wardrobe with cabinet door, four adjustable shelves, and coat rod	15	EA	\$ 1,224.71	\$ 18,370.65	\$ 584.00	\$ 8,760.00	\$ 524.00	\$ 7,860.00
24	72 in. x 36/42 in. bow-front desk with pedestal, 48 in. x 24 in. bridge, 72 in. x 24 in. credenza with file/file pedestal	3	EA	\$ 2,765.09	\$ 8,295.27	\$ 1,463.00	\$ 4,389.00	\$ 1,924.00	\$ 5,772.00

25	Laminate 72 in. W x 15 in. D x 17 in. H wall-mounted hutch	3	EA	\$ 509.99	\$ 1,529.97	\$ 376.00	\$ 1,128.00	\$ 435.00	\$ 1,305.00
26	Set of two doors for center of wallmounted hutch	3	EA	\$ 509.99	\$ 1,529.97	\$ 37.00	\$ 111.00	\$ 127.00	\$ 381.00
27	High-back executive side chair with mesh back	8	EA	\$ 504.63	\$ 4,037.04	\$ 293.00	\$ 2,344.00	\$ 231.00	\$ 1,848.00
28	42 in. round table with metal disc base	3	EA	\$ 911.61	\$ 2,734.83	\$ 467.00	\$ 1,401.00	\$ 351.00	\$ 1,053.00
29	Laminate 48 in. round table with metal X-base	2	EA	\$ 989.10	\$ 1,978.20	\$ 352.00	\$ 704.00	\$ 404.00	\$ 808.00
30	Orion mesh-back nesting chair, or approved equal	8	EA	\$ 637.56	\$ 5,100.48	\$ 241.00	\$ 1,928.00	\$ 196.00	\$ 1,568.00
31	Laminate 72 in. x 36 in. conference table with angled oblique legs	2	EA	\$ 1,019.97	\$ 2,039.94	\$ 615.00	\$ 1,230.00	\$ 669.00	\$ 1,338.00
32	Declan 18 in. square end table, walnut, or approved equal	3	EA	\$ 700.56	\$ 2,101.68	\$ 290.00	\$ 870.00	\$ 234.00	\$ 702.00
33	Executive highback flip-up-arm conference chair	6	EA	\$ 664.66	\$ 3,987.96	\$ 239.00	\$ 1,434.00	\$ 280.00	\$ 1,680.00
34	Laminate 66 in. x 30 in. desk shell, 42 in. x 24 in. return, box/box/file pedestal	1	EA	\$ 1,609.66	\$ 1,609.66	\$ 775.00	\$ 775.00	\$ 919.00	\$ 919.00
Contract Price					\$ 311,570.31		\$ 206,743.00		\$ 205,504.00
Taxes					\$ 21,809.93		\$ 14,479.01		\$ 14,385.28
Total Contract Price					\$ 333,380.24		\$ 221,222.01		\$ 219,889.28



HarrisburgNC

INVITATION FOR BIDS
**TOWN HALL SECOND-FLOOR FURNITURE,
DELIVERY, INSTALLATION, AND EXISTING CUBICLE
RELOCATION**

Owner	Town of Harrisburg, North Carolina
Bid Number	IFB 2026-THF-01
Issue Date	July 28, 2026
Questions Due	Tuesday, August 11, 2026, by 5:00 p.m. Eastern Time
Sealed Bids Due	Thursday, August 20, 2026, at 10:00 a.m. Eastern Time
Public Bid Opening	Thursday, August 20, 2026, at 10:00 a.m. Eastern Time
Final Completion	January 15, 2027

SEALED BID - DO NOT OPEN BEFORE THE STATED BID OPENING

This solicitation is for a fixed-price public purchase of commercial office furniture and related installation services.

Table of Contents

Section	Title
1.	Invitation for Bids
2.	Procurement Schedule and Contacts
3.	Instructions to Bidders
4.	Evaluation and Award
5.	Scope of Work
6.	Technical and Performance Specifications
7.	Delivery, Installation, Coordination, and Acceptance
8.	Contract Terms and Conditions
9.	Bid Submittal Checklist
10.	Bid Form and Price Schedule
11.	Bidder Responsibility, References, and Certifications
12.	Sample Agreement and Preaudit Certificate
Attachment A	Final Furniture Layout dated May 11, 2026 (separate file)

1. Invitation for Bids

The Town of Harrisburg, North Carolina (the “Town”) invites sealed bids from qualified commercial furniture dealers and installers to furnish, deliver, assemble, install, and warrant a complete furniture package for the renovated second floor of Harrisburg Town Hall. The work also includes the disassembly, relocation, reconfiguration, and reinstallation of seven existing cubicles located within Town Hall.

Project location: Harrisburg Town Hall, 4100 Main Street, Harrisburg, North Carolina 28075.

Required completion: All furniture must be delivered, installed, inspected, corrected, and accepted no later than January 15, 2027.

Award basis: The Town intends to make one all-or-none award to the lowest responsive, responsible bidder based on the total evaluated bid, subject to the Town’s rights stated in this solicitation.

Submission of Sealed Bids

Bids must be received by the Town no later than **10:00 a.m. Eastern Time on Thursday, August 20, 2026**. Late bids will not be accepted or considered.

Mail or hand-deliver to	Brian Lee, Assistant Town Manager/Finance Director Town of Harrisburg 4100 Main Street, Suite 101 Harrisburg, North Carolina 28075
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The sealed package must be clearly marked:

SEALED BID - TOWN HALL SECOND-FLOOR FURNITURE IFB 2026-THF-01 DO NOT OPEN BEFORE 10:00 A.M., AUGUST 20, 2026 [BIDDER NAME AND RETURN ADDRESS]
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Public Bid Opening

Bids will be publicly opened and read aloud at 10:00 a.m. Eastern Time on Thursday, August 20, 2026, at Harrisburg Town Hall, 4100 Main Street, Harrisburg, North Carolina. The Town will identify the specific opening room in the public advertisement and on the Town’s bid webpage.

Reservation of Rights

The Town reserves the right to reject any or all bids; waive minor informalities or irregularities when legally permissible; request clarification without permitting a bidder to alter its price or material terms; verify bidder responsibility; reduce quantities or delete identified items before award; and award the contract in the Town’s best lawful interest. The Town will not be responsible for bid-preparation costs.

2. Procurement Schedule and Contacts

Milestone	Date / Time
Solicitation issued and advertised	July 28, 2026
Last day to request a site visit	Friday, August 7, 2026
Written questions and substitution requests due	Tuesday, August 11, 2026, by 5:00 p.m. Eastern Time
Final addendum, if any	No later than Thursday, August 13, 2026
Sealed bids due and public opening	Thursday, August 20, 2026, at 10:00 a.m. Eastern Time
Anticipated Council award	First available meeting after bid evaluation
Anticipated notice to proceed	Following contract execution, preaudit certification, and purchase order
Final completion	January 15, 2027

Official Contact

Project and technical questions: Jonathan Young, Public Works Director, jyoung@harrisburgnc.gov.

Bid delivery and procurement administration: Brian Lee, Assistant Town Manager/Finance Director, Town of Harrisburg.

Only written interpretations issued by the Town through an addendum are binding. Bidders may not rely on oral statements by Town employees, the design vendor, contractors, consultants, or other persons.

Site Visits

There is no mandatory pre-bid conference. Bidders are strongly encouraged to inspect the second-floor installation area, elevator and loading access, and the existing cubicles to be relocated. Site visits must be scheduled through the official contact and completed no later than August 7, 2026. Failure to inspect the site does not relieve the successful bidder from its obligation to complete the work for the bid price.

3. Instructions to Bidders

3.1 Procurement Method

This is a formal sealed bid for the purchase of apparatus, supplies, materials, and equipment under North Carolina law and the Town's purchasing policy. Bids must be firm, fixed-price offers. Cost-plus-percentage-of-cost pricing is prohibited.

3.2 Bid Documents

- This Invitation for Bids, including the bid form, specifications, certifications, and sample agreement.
- Attachment A: Proposed Second Floor Plan
- All written addenda issued by the Town.
- The successful bidder's accepted product schedule, approved shop drawings, approved finish samples, and accepted delivery schedule.

3.3 Order of Precedence

In the event of a conflict, the following order controls: (1) addenda; (2) executed agreement and preaudit certificate; (3) technical specifications; (4) bid form and price schedule; (5) final furniture layout; (6) presentation and renderings; (7) accepted bidder submittals. Written dimensions and specifications control over scaled dimensions or visual renderings.

3.4 Questions and Addenda

Questions and requests for interpretation must be submitted by email to the official contact by the deadline in Section 2. The Town may issue addenda to all known planholders and post them with the solicitation. Each bidder is responsible for confirming receipt of all addenda and acknowledging them on the bid form.

3.5 Product Substitutions and Approved Equals

Manufacturer names, product series, model names, colors, and finishes are used as a basis of design unless the specification expressly states that compatibility with existing Town furniture requires a specific product. Equivalent products may be offered only in accordance with this section.

- Substitution requests must be received by the written-question deadline.
- Each request must identify the bid item, proposed manufacturer and model, dimensions, materials, construction, testing standards, warranty, finishes, lead time, and all deviations from the basis of design.
- The request must include product data, photographs, finish information, and evidence that the product equals or exceeds the specified function, durability, appearance, ergonomics, and warranty.
- For components connecting to existing cubicles, the bidder must document full physical, electrical, structural, and warranty compatibility without field modification or added Town cost.
- A proposed equal is approved only if identified in a written addendum. Oral approval is ineffective.
- A bidder offering an unapproved substitute assumes the risk that the bid will be found nonresponsive.

3.6 Bid Preparation and Submission

- Use the Town's bid form and price schedule. Supplemental schedules may be attached but may not replace the required forms.
- Enter a unit price and extended price for every item. Include freight, delivery, assembly, installation, coordination, supervision, equipment, tools, travel, waste removal, and all other costs except sales tax, which must be shown separately.
- Identify the manufacturer and model proposed for every line item, including the basis-of-design product.
- State all exceptions or deviations in the designated form. Silence means full compliance.
- Sign the bid in ink or by an authorized secure electronic signature printed in the sealed bid package.
- Submit one original and one copy of the bid, together with one electronic copy on a USB drive. A missing USB copy will not by itself render an otherwise responsive bid nonresponsive.
- Bids must remain valid for 90 calendar days after opening.

3.7 No Bid Security or Construction Bonds

No bid bond, bid deposit, performance bond, or payment bond is required for this furniture purchase. The successful bidder must provide the insurance, warranties, and other contract security stated in the agreement.

3.8 Withdrawal and Correction

A bid may be withdrawn before the opening deadline by written request from an authorized representative. After opening, withdrawal is permitted only as allowed by North Carolina law. In the event of an arithmetic discrepancy, the unit price controls over the extended price, and the sum of corrected line-item extensions controls over the stated total.

3.9 Public Records

Bid documents become public records as provided by North Carolina law. A bidder should not mark the entire bid confidential. Any claimed trade secret must be specifically identified and supported by the legal basis for withholding it.

4. Evaluation and Award

4.1 Responsiveness

A responsive bid materially complies with the solicitation, provides pricing for the required scope, acknowledges addenda, is signed by an authorized representative, and does not contain material qualifications inconsistent with the Town's requirements.

4.2 Responsibility

The Town may consider the following in determining whether a bidder is responsible:

- Experience with comparable commercial, governmental, educational, or institutional furniture installations.
- Authorized-dealer status and manufacturer support.
- Financial, staffing, warehousing, delivery, and installation capacity.
- Ability to meet the required completion date.
- Quality, durability, warranty, parts availability, and service response.
- Past performance, references, claims, defaults, and corrective-work history.
- Compliance with applicable licensing, insurance, E-Verify, debarment, and legal requirements.

4.3 Award Basis

The Town intends to award one contract to the lowest responsive, responsible bidder based on the Total Evaluated Bid, including separately stated sales tax. The Town may reject a lower-priced product that does not meet the specifications or may determine that a bidder is not responsible based on documented, relevant information.

4.4 Quantity Adjustments

Before award, the Town may delete line items or reduce quantities to remain within available funding, provided the change does not alter the fundamental nature of the procurement. Unit prices must remain firm for such adjustments. Increases after award require a written amendment and are subject to available appropriations and applicable purchasing law.

4.5 Council Approval and Contract Formation

Award is subject to approval by the Harrisburg Town Council, execution of the Town's agreement, completion of the statutory preaudit certification, issuance of a purchase order, and issuance of a written notice to proceed. No bidder may rely on a notice of intent to award as authorization to order, fabricate, deliver, or install furniture. The successful bidder must execute the Town's agreement and deliver all required insurance certificates within ten (10) business days after written notice of award. Failure to do so may result in forfeiture of the award and re-award to the next lowest responsive, responsible bidder.

5. Scope of Work

The contractor shall obtain all permits required by law for the performance of the work. The cost of permits shall be included in the bid price. The Town will not charge permit fees for permits issued by the Town.

The successful bidder shall provide all project management, field verification, product, labor, supervision, transportation, equipment, assembly, installation, coordination, protection, cleanup, documentation, warranty service, and incidental work required for a complete, functional, and accepted furniture installation.

Project management and field verification

- Verify room dimensions, access routes, elevator capacity, door clearances, wall conditions, and furniture fit before production.
- Reconcile the bid quantities and layouts and promptly report conflicts before ordering.
- Provide one accountable project manager authorized to coordinate schedule, submittals, delivery, installation, and warranty matters.

New furniture

- Furnish all items listed in the price schedule, in approved finishes and configurations.
- Provide all hardware, connectors, supports, locks, keys, glides, leveling devices, trim, fasteners, and accessories required for complete use.

Existing cubicle relocation

- Inventory, label, photograph, disassemble, protect, move, reconfigure, and reinstall seven existing cubicles.
- Replace lost or damaged connectors and minor hardware as required for a complete reinstallation.
- Coordinate electrical and data disconnection and reconnection as assigned in Section 7.

Powered workstations

- Provide all factory furniture power-distribution components, base feeds, receptacles, connectors, raceways, and accessories shown or required by the approved workstation design.
- Coordinate final building electrical connections with the Town's electrical contractor.

Shop drawings and samples

- Provide coordinated room-by-room shop drawings, product schedule, power plan, finish schedule, and samples before production.
- Do not order or fabricate until the Town has approved the required submittals.

Delivery and installation

- Deliver, unload, stage, assemble, level, anchor where required, place, clean, and make ready for use.
- Protect the renovated building and repair damage caused by the contractor.
- Remove all packaging, pallets, waste, and installation debris daily.

Closeout and warranty

- Complete punch-list corrections, provide final product and warranty records, deliver keys and touch-up materials, and train designated Town staff on adjustments and maintenance.
- Provide warranty response and replacement service as stated in the agreement.

6. Technical and Performance Specifications

6.1 General Product Requirements

- All products must be new, unused, current-production, commercial/institutional grade, and free from defects.
- Products must be suitable for continuous use in a municipal office environment and supported by replacement parts.
- Discontinued, closeout, refurbished, remanufactured, or showroom products are not permitted unless specifically approved by addendum.
- Visible components within the same furniture family must have consistent finish, grain direction, color, sheen, hardware, and construction.
- Dimensions are nominal unless a maximum or minimum is stated. Products must fit the approved layout and preserve required accessible routes, door swings, and circulation.

- Furniture must comply with applicable ANSI/BIFMA standards for the product category. Electrical furniture components must be listed or labeled by a nationally recognized testing laboratory.
- Upholstered products must comply with applicable commercial flammability requirements and must use contract-grade fabric or vinyl suitable for high-use public facilities.
- Products with environmental or indoor-air-quality certifications should identify those certifications in the bid.

6.2 Basis-of-Design Finishes

Component	Basis of Design	Requirement
Casegoods laminate	Coastal Gray	Match approved sample and presentation appearance.
Workstation laminate	Absolute Acajou	Match existing/design system as approved.
Workstation fabric	Simplicity Gray Blue	Tackable/acoustical contract-grade fabric.
Workstation trim/paint	Medium tone	Coordinate with approved workstation finish.
Lounge upholstery	Phantom	Contract-grade upholstery matching approved sample.
Lounge tables	Walnut	Commercial laminate or veneer appearance as approved.
Metal bases/frames	Silver, chrome, or black as specified	Durable commercial powder-coat or plated finish.

6.3 Minimum Warranty

Unless a longer manufacturer warranty applies, the contractor shall provide a minimum one-year labor and installation warranty beginning at final acceptance. The bidder must identify manufacturer warranties for each product category. Warranty service must include labor, travel, freight, removal, repair, and replacement at no additional Town cost.

6.4 Product Schedule

The price schedule in Section 10 establishes the required quantities and general descriptions. Named products are basis-of-design references and are subject to the approved-equal process. The final layout and presentation are incorporated to show intended location, configuration, and appearance.

7. Delivery, Installation, Coordination, and Acceptance

7.1 Schedule

- Within 10 calendar days after notice to proceed, submit a detailed schedule showing field verification, submittals, approvals, ordering, manufacturing, delivery, installation, punch list, and final completion.
- Immediately disclose any product lead time that threatens the January 15, 2027 completion date.
- No substitutions caused by late ordering, dealer allocation, or foreseeable supply conditions will be approved unless the Town determines the replacement is equal or better and there is no added cost.
- Provide at least three business days' written notice before each delivery or installation activity.

7.2 Building Access and Protection

- Use the Town-approved loading area, interior route, and elevator. Do not use stairs for routine furniture delivery unless approved.
- Protect floors, walls, doors, elevators, ceilings, fixtures, and completed finishes.
- Maintain safe public and employee access and comply with Town security requirements.
- Repair damage to the Town's satisfaction at the contractor's expense.
- The Town will provide the installation areas substantially clear of Town personal property; the contractor remains responsible for furniture staging and protection.

7.3 Electrical and Data Coordination

The furniture contractor shall furnish and install all factory furniture power-distribution components shown or required for complete powered workstations. Permanent building wiring, branch circuits, and final connection to furniture base feeds will be performed by the Town's electrical contractor unless changed by addendum. Data cabling and terminations are excluded unless expressly added. The furniture contractor must coordinate exact feed locations, connection requirements, and installation sequencing.

7.4 Acceptance

- The Town will inspect delivered and installed products for conformance, damage, fit, operation, finish, and completeness.
- The contractor shall correct punch-list items within 10 calendar days unless the Town approves another period for manufacturer replacement.
- Damaged, defective, mismatched, unstable, incomplete, or nonconforming products may be rejected and must be repaired or replaced at no cost.
- Final acceptance occurs only after all punch-list work, closeout documents, keys, warranties, and required training are complete.
- Payment or use of furniture does not waive latent defects or warranty rights.

8. Contract Terms and Conditions

8.1 Contract Price

The contract price is fixed and includes all costs necessary to perform the work, except sales tax separately stated on the bid form. No fuel, freight, handling, escalation, delivery, assembly, installation, or similar surcharge may be added after award.

8.2 Taxes

The Town is not exempt from North Carolina sales and use tax. The bidder shall show applicable sales tax separately. Invoices must itemize tax as required by law.

8.3 Payment

No advance payment or deposit will be made. The contractor may invoice for products delivered, installed, and accepted by an approved phase. The Town will retain ten percent (10%) of each approved progress invoice until final acceptance. The Town will pay the undisputed balance of approved invoices within 30 days after receipt. Retainage will be released within 30 days after final acceptance and completion of all punch-list corrections, closeout documents, keys, warranties, and required training. Final payment is not due until final acceptance and completion of all closeout requirements.

8.4 Title and Risk of Loss

Title and risk of loss remain with the contractor until the furniture is delivered, installed, and accepted by the Town. The contractor is responsible for loss or damage during transportation, staging, storage, and installation.

8.5 Changes

Only a written amendment or change order signed by authorized Town and contractor representatives and carrying the required preaudit certification may change the scope, quantities, price, or time. Vendor quotations, acknowledgments, invoices, click-through terms, and other forms do not modify the Town's contract.

8.6 Warranty and Correction

The contractor shall promptly correct nonconforming work and administer manufacturer warranty claims. If the contractor fails to act, the Town may obtain substitute performance and recover reasonable costs.

8.7 Termination for Cause

The Town may terminate for material breach after written notice and a reasonable opportunity to cure, except no cure period is required for abandonment, fraud, safety threats, or other circumstances requiring immediate action.

8.8 Termination for Convenience

The Town may terminate all or part of the contract for convenience. The contractor will be paid for conforming goods and services accepted before termination and reasonable, documented, noncancelable commitments approved by the Town, but not anticipated profit on unperformed work.

8.9 Liquidated Damages

If the contractor fails to achieve final completion by January 15, 2027, or such later date as the Town may approve in writing, the contractor shall pay the Town liquidated damages in the amount of two hundred fifty dollars (\$50.00) per calendar day for each day that final completion is delayed beyond the required date. This amount represents a reasonable estimate of the Town's increased costs resulting from delayed occupancy, extended temporary arrangements, and additional administrative oversight, and is not a penalty. The Town may deduct liquidated damages from any payment due or to become due to the contractor. Assessment of liquidated damages does not limit the Town's right to terminate the contract for cause under Section 8.7 or to pursue other remedies available at law or in equity.

8.10 Appropriations and Preaudit

The Town's payment obligation is subject to lawful appropriation and the North Carolina Local Government Budget and Fiscal Control Act. No obligation is valid unless the required preaudit certificate is affixed.

8.11 Independent Contractor

The contractor is an independent contractor and is responsible for its employees, subcontractors, methods, supervision, payroll, taxes, and compliance with law.

8.12 Compliance with Laws

The contractor shall comply with applicable federal, State, and local laws, codes, safety requirements, E-Verify requirements, and Town policies applicable to work at Town facilities.

8.13 E-Verify

The contractor and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes.

8.14 Nondiscrimination

The contractor shall not discriminate in performance of the contract on a basis prohibited by applicable law.

8.15 Assignment and Subcontracting

The contractor may not assign the contract or subcontract a material portion of the work without prior written Town approval. Approval does not relieve the contractor of responsibility.

8.16 Indemnification

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town and its officials and employees from third-party claims, damages, losses, and expenses arising from the contractor's negligent acts, omissions, breach, or violation of law, except to the extent caused by the Town's negligence.

8.17 Governing Law and Venue

North Carolina law governs. Venue lies in the state courts serving Cabarrus County, North Carolina.

8.18 Records

The contractor shall maintain project and payment records for at least three years after final payment and provide them to the Town as required by law.

8.19 Entire Agreement

The executed agreement, solicitation, addenda, accepted bid, and approved submittals constitute the entire agreement. Conflicting vendor terms are rejected unless expressly accepted in a signed Town amendment.

8.20 Insurance

Coverage	Minimum Limit	Additional Requirement
Workers' Compensation	Statutory	Employer's liability: \$1,000,000 each accident, employee, and policy limit.
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate	Include products/completed operations. Town named additional insured.
Automobile Liability	\$1,000,000 combined single limit	Owned, hired, and non-owned vehicles.

Certificates must be provided before contract execution. Policies must be issued by insurers authorized to do business in North Carolina with a minimum AM Best financial strength rating of A- (Excellent) or better. Coverage must remain in effect through final acceptance and applicable completed-operations periods.

9. Bid Submittal Checklist

- ☐ Signed Bid Form and Price Schedule.
- ☐ Acknowledgment of all addenda.
- ☐ Manufacturer and model schedule for every bid item.
- ☐ Product data and technical literature for proposed equals.
- ☐ List of exceptions and deviations, or an affirmative statement of no exceptions.
- ☐ Delivery and installation schedule demonstrating completion by January 15, 2027.
- ☐ Warranty schedule by product category.
- ☐ Bidder Responsibility and Reference Form.
- ☐ Noncollusion and conflict-of-interest certifications.
- ☐ E-Verify certification.
- ☐ One original, one copy, and one USB electronic copy.

The successful bidder will be required to submit a completed Town of Harrisburg Vendor Participation Application, EFT Authorization Form, and IRS Form W-9 prior to contract execution.

10. Bid Form and Price Schedule

The undersigned bidder offers to furnish and complete the work in strict accordance with the solicitation, addenda, and the prices stated below. The bidder certifies that the bid was independently prepared without collusion and that the signer is authorized to bind the bidder.

Legal name of bidder				IOE USA Corp		
Trade name, if different				ICON Contract		
Address				525 Vine Street, Winston-Salem, North Carolina 27101		
Primary contact and title				Aaron Shurr, Vice President of Sales		
Telephone				772-667-4800		
Email				aaron@iconcontract.com		
Item	Description	Qty.	Unit	Manufacturer / Model	Unit Price	Extended Price
1	Installation, assembly, delivery, set-up, freight, protection, cleanup, and closeout	1	LS	ICON Contract	\$ 40,000	\$ 40,000
2	Disassembly, relocation, reconfiguration, and reinstallation of seven existing cubicles	1	LS	ICON Contract	\$ 5,400	\$ 5,400
3	6 ft x 7 ft x 66 in. high powered cubicle, box/box/file pedestal, 48 in. flipper bin, base feed	14	EA	ICON Contract	\$ 2,380	\$ 33,320
4	6 ft x 6 ft x 66 in. high powered cubicle, box/box/file pedestal, 48 in. flipper bin, base feed	7	EA	ICON Contract	\$ 2,200	\$ 15,400
5	66 in. H x 36 in. W tackable/acoustical non-powered panel for sliding-door mount on existing cubicle	7	EA	ICON Contract	\$ 390	\$ 2,730
6	66 in. H x 36 in. W frosted acrylic sliding door with metal frame and frosted/ribbed insert	28	EA	ICON Contract	\$ 560	\$ 15,680
7	Bar-height 72 in. x 24 in. metal U-leg table	2	EA	Global / OTG	\$ 535	\$ 1,070
8	Polypropylene armless breakroom chair	12	EA	Global	\$ 74	\$ 888

9	Polypropylene armless bar-height breakroom chair	4	EA	Global	\$ 101	\$ 404
10	Mason club chair, Phantom upholstery, or approved equal	10	EA	OfficeSource	\$ 800	\$ 8,000
11	Mason sofa, Phantom upholstery, or approved equal	3	EA	OfficeSource	\$ 1,515	\$ 4,545
12	Declan 48 in. x 24 in. coffee table, walnut, or approved equal	3	EA	OfficeSource	\$ 348	\$ 1,044
13	60 in. x 24 in. nesting table, silver base, Coastal Gray top	17	EA	ICON Contract	\$ 360	\$ 6,120
14	Global Spritz Series nesting chair with mesh back, fabric seat, and casters, or approved equal	34	EA	Global	\$ 255	\$ 8,670
15	Laminate 16 ft x 4 ft boat-shaped conference table with two pre-cut grommet holes/covers	1	EA	ICON Contract	\$ 3,050	\$ 3,050
16	High-back leatherette conference chair with black frame/arms and black upholstery	22	EA	Global / OTG	\$ 224	\$ 4,928
17	72 in. W x 22 in. D x 36 in. H four-door storage credenza	2	EA	ICON Contract	\$ 747	\$ 1,494
18	Laminate 66 in. H x 22 in. D x 36 in. W two-door storage cabinet	1	EA	ICON Contract	\$ 506	\$ 506
19	Two-door storage cabinet with one adjustable shelf	1	EA	ICON Contract	\$ 361	\$ 361
20	Laminate 66 in. x 36 in. bow-front desk shell, 48 in. x 24 in. return, box/box/file pedestal	11	EA	ICON Contract	\$ 1,030	\$ 11,330
21	35 in. two-drawer lateral file	15	EA	ICON Contract	\$ 398	\$ 5,970
22	Open hutch storage and wardrobe unit	15	EA	ICON Contract	\$ 624	\$ 9,360

23	Laminate personal wardrobe with cabinet door, four adjustable shelves, and coat rod	15	EA	ICON Contract	\$ 524	\$ 7,860
24	72 in. x 36/42 in. bow-front desk with pedestal, 48 in. x 24 in. bridge, 72 in. x 24 in. credenza with file/file pedestal	3	EA	ICON Contract	\$ 1,924	\$ 5,772
25	Laminate 72 in. W x 15 in. D x 17 in. H wall-mounted hutch	3	EA	ICON Contract	\$ 435	\$ 1,305
26	Set of two doors for center of wall-mounted hutch	3	EA	ICON Contract	\$ 127	\$ 381
27	High-back executive side chair with mesh back	8	EA	ICON Contract	\$ 231	\$ 1,848
28	42 in. round table with metal disc base	3	EA	ICON Contract	\$ 351	\$ 1,053
29	Laminate 48 in. round table with metal X-base	2	EA	ICON Contract	\$ 404	\$ 808
30	Orion mesh-back nesting chair, or approved equal	8	EA	OfficeSource	\$ 196	\$ 1,568
31	Laminate 72 in. x 36 in. conference table with angled oblique legs	2	EA	ICON Contract	\$ 669	\$ 1,338
32	Declan 18 in. square end table, walnut, or approved equal	3	EA	OfficeSource	\$ 234	\$ 702
33	Executive high-back flip-up-arm conference chair	6	EA	Global / OTG	\$ 280	\$ 1,680
34	Laminate 66 in. x 30 in. desk shell, 42 in. x 24 in. return, box/box/file pedestal	1	EA	ICON Contract	\$ 919	\$ 919
Subtotal before sales tax						\$ 205,504
North Carolina sales tax						\$ 14,385.28
TOTAL EVALUATED BID						\$ 219,889.28

Manufacturer and Product Schedule

Bid Item(s)	Manufacturer	Model / Series	Basis of Design or Approved Equal
1-2	ICON Contract	Turnkey delivery, installation, cubicle relocation	Services
3-4	ICON Contract	Powered workstation, Absolute Acajou	Basis of design
5-6	ICON Contract	Acoustical panel + frosted acrylic sliding door	Basis of design (verify fit)
7	Global / OTG	Bar-height U-leg table	Meets specification
8-9	Global	Poly breakroom chair + bar stool	Meets specification
10-11	OfficeSource	Mason club chair + sofa, Phantom upholstery	Basis of design
12, 32	OfficeSource	Declan coffee table + square end table, walnut	Basis of design
13, 15, 17-29, 31, 34	ICON Contract	Casegoods, storage, desks, tables; Coastal Gray	Basis of design
14	Global	Spritz 6764C nesting chair, casters	Basis of design
16, 33	Global / OTG	Conference seating, black leatherette / flip-arm	Meets specification
30	OfficeSource	Orion mesh-back nesting chair	Basis of design

Addenda

The bidder acknowledges receipt of Addendum Nos.: None received as of submission date

Bid Validity and Schedule

This bid remains valid for 90 calendar days after opening. The bidder commits to final completion by January 15, 2027:

☒ Yes ☐ No

Exceptions or qualifications are attached: ☒ No exceptions ☐ Exceptions attached and clearly identified

Authorized signature	<i>Aaron Shurr</i>
Printed name	Aaron Shurr
Title	Vice President of Sales
Date	2026-08-12
Federal tax ID	35-2719342

11. Bidder Responsibility, References, and Certifications

11.1 Company and Installation Capacity

Years in business	15 years
Authorized dealer for proposed manufacturers	Manufacturer of ICON product; dealer: Global/OTG, OfficeSource
Project manager	Jessica Robbins
Installation supervisor	David Roa
Number of installers available	Standard crew of 4; scalable to 2-3 crews
Local service location	Winston-Salem, NC; Charlotte-area staging
Normal warranty response time	Same business day; on-site within 2 business days
Any material litigation, defaults, or terminations in past five years	None

11.2 Comparable References

Owner	Project	Year	Contract Value	Contact	Phone / Email
Workforce Solutions Alamo	Full-facility furniture, San Antonio TX	2024	\$625,000	Marty Pena, Facility & Asset Mgr	(210) 581-1083 mpena@wsalamo.org
TAPS Public Transit / Transdev	Admin facility, Sherman TX	2025	\$475,000	Shellie White, General Manager	(580) 775-8736 shellie.white@transdev.com
York County Government, SC	New police station furnishing	2026	\$300,000	Teresa Bass, Capital Projects	(803) 818-5707 Teresa.Bass@yorkcountysc.gov

11.3 Noncollusion Certification

The bidder certifies that this bid was independently prepared without collusion, consultation, communication, or agreement with any competitor regarding prices, intent to submit, or methods or factors used to calculate prices.

11.4 Conflict-of-Interest Disclosure

The bidder shall disclose any ownership, employment, financial, family, or other relationship involving the bidder and a Town employee, elected official, board member, or person involved in this procurement. ☒ None ☐ Disclosure attached

11.5 E-Verify Certification

The bidder certifies that it and its subcontractors will comply with Article 2 of Chapter 64 of the North Carolina General Statutes during performance of the contract.

Authorized signature: Aaron Shurr Date: 2026-08-12

11.6 Debarment and Eligibility

The bidder certifies that it is legally eligible to contract with the Town and is not suspended, debarred, or otherwise excluded from public contracting under applicable law.

12. Sample Agreement and Preaudit Certificate

This Agreement is entered into by the Town of Harrisburg, North Carolina ("Town"), and IOE USA Corp d/b/a ICON Contract ("Contractor"). The Contractor shall furnish and complete the Town Hall second-floor furniture project in accordance with IFB 2026-THF-01, all addenda, the Contractor's accepted bid, approved submittals, and the terms below.

Term	Agreement
Contract Sum	\$ <u>219,889.28</u> , including applicable sales tax.
Notice to Proceed	Work begins only after written notice to proceed and purchase order.
Final Completion	January 15, 2027.
Contract Documents	The solicitation, addenda, accepted bid, approved shop drawings, approved product and finish schedules, written amendments, and this Agreement.
Payment	Net 30 after receipt and approval of invoices for accepted goods and services. No advance payment.
Town Representative	Jonathan Young, Public Works Director, or designee.
Contractor Representative	<u>Aaron Shurr, Vice President of Sales</u> .

TOWN OF HARRISBURG, NORTH CAROLINA	CONTRACTOR
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attest: _____	Attest: _____

Preaudit Certificate

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

Finance Officer / Deputy Finance Officer

Date: _____

Account / project code: _____

Attachments Incorporated by Reference

- Attachment A - TOH Final Layout as of May 11, 2026.
- Any addenda issued before bid opening.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Purchase of AT40-G 4x4 Bucket Truck from Global Rental Co., Inc.

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to approve a purchase contract with Global Rental Co., Inc. totaling \$172,114 for an AT40-G 4x4 Bucket Truck

Description/Background:

Truck 4104 / 6065, the department's Bucket Truck, was originally purchased used, and the previous maintenance and operational history are unknown. This vehicle is a 2012 model year unit and currently has 12,525 engine hours and 212,864 miles, both of which exceed the expected service life for this type of equipment.

During the past two annual inspections, bucket system issues were identified that required repair before the vehicle could be cleared for use. While those specific problems were resolved, the repeated findings indicate an increasing risk of recurring or major issues as the truck continues to age. Considering the age of the aerial lift components and the safety-critical nature of this equipment, continued reliance on this unit poses a growing maintenance and operational concern.

The Bucket Truck is essential for decorative lighting installation, tree and right-of-way clearing, banner installation and repair, and other cross-departmental needs. Dependable operation of this vehicle is critical to maintaining safe and efficient performance of these functions without requiring contractor assistance or creating project delays.

The requested purchase to replace the aging equipment is for a 2026 AT40-G 4x4 Bucket Truck from Global Rental Co., Inc. and is available immediately. This purchase meets all requirements of the Town's Fleet Repair and Replacement Policy.

Recommendation:

Staff recommends approval of the purchase of the AT40-G 4x4 Bucket Truck from Global Rental Co., Inc.

Fiscal Impact:

The financial impact for this acquisition totals \$172,114, exclusive of any applicable taxes, remaining well within the approved budget of \$190,000. This purchase is facilitated through Global Rental Co., Inc. under Sourcewell Group Purchasing Contract #040924-ALT, and, therefore, is exempt from the formal bidding requirements for large equipment and vehicle purchases. Upon approval, the remaining balance of \$17,886 will cover associated costs including tax, title, registration, and any minor equipment necessary for the truck's full operational readiness. Once replaced, the Town will surplus the current vehicle and anticipates a surplus value of approximately \$28,500.

The payment terms for this purchase are "Net 10 Days," which varies from the Town's standard policy of "Net 30 Days." Finance has reviewed and approved a waiver of this policy for this specific purchase.

Attachments:

1. Town of Harrisburg Public Works Sourcewell Quote - AT40G



Quote Number: 818202602
Opportunity Number:
Sourcewell Contract #: 040924-ALT
Date: 8/18/2026

Quoted for: Town of Harrisburg Public Works
Quoted by: Tyler Founds
Phone: / Email: (256) 612-3474 / Tyler.Founds@altec.com

REFERENCE MODEL	Sourcewell Price
AT40-G 4x4	\$150,442

(A.) Sourcewell Options On Contract

1		
2		
3		

SOURCEWELL OPTIONS TOTAL: \$150,442

(A.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2026 model year in lieu of 2023	\$20,957
8	OTHER		
9			
OPEN MARKET OPTIONS TOTAL:			\$20,957

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$171,399

Delivery to Customer: \$715

TOTAL FOR UNIT/BODY/CHASSIS: \$172,114

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		
2		
3		
4		

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.50/ mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

PAINT COLOR: White to match chassis, unless otherwise specified

TO ORDER: To order, please contact the Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ days ARO, FOB Customer Location

TERMS: Net 10 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

*This quote does not include City, County, State or Federal taxes.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Special Events and Park Expression Policy

Presenting Personnel:

Robert Donham, Town Manager

Suggested Motion or Action:

Motion to adopt the Special Events and Park Expression Policy as presented.

Description/Background:

The Town's parks serve as public spaces for recreation, community activities, and lawful expression. Town-sponsored special events also require clear rules to manage vendors, solicitation, distribution of materials, and other activities within crowded event areas.

The proposed Special Events and Park Expression Policy establishes consistent, viewpoint-neutral standards for these situations. It preserves ordinary speech and expression in Town parks, including during special events, while establishing designated locations for distribution, solicitation, sales, structures, and amplified sound within active Town-sponsored event areas.

The policy does not restrict what anyone wears, says, or believes anywhere in a Town park, does not require a permit for ordinary expressive activity, and does not prevent any person — including a candidate for office — from attending an event and speaking with attendees. It regulates only active distribution, solicitation, vendor and exhibitor space, structures, and amplified sound within the footprint of a Town-sponsored event, and reserves a designated area at every such event where anyone may distribute materials or solicit on equal terms.

The policy also establishes standards for vendor and exhibitor participation, staff response and escalation, designated public expression areas, and documentation. It is intended to formalize the Town's existing practices and provide clear guidance for staff, event participants, and the public.

Recommendation:

Staff recommends adoption of the Special Events and Park Expression Policy to establish consistent standards for expressive, solicitation, and vendor activities in Town parks and at Town-sponsored special events.

Fiscal Impact:

No material fiscal impact is anticipated. Implementation will be incorporated into existing event planning, staffing, and administrative activities.

Attachments:

1. Special Events and Park Expression Policy

Special Events & Park Expression Policy

Town of Harrisburg, North Carolina

Policy No. 2026-____ | Adopted by Resolution of the Town Council

Section 1. Purpose

The Town of Harrisburg maintains its parks and produces community special events so that residents and visitors of every background, belief, and affiliation can gather, recreate, and celebrate together. The purpose of this Policy is to (a) preserve the Town's parks as open public spaces for free expression at all times; (b) preserve the family and community character of Town-sponsored special events so that each event remains primarily what it is advertised to be, rather than a platform for campaigning, solicitation, or commercial promotion by non-participants; and (c) give Town staff clear, objective, and viewpoint-neutral standards so that every person is treated the same way regardless of the content of their message.

This Policy codifies the Town's longstanding practice. It neither expands nor restricts expression beyond what the Town has consistently administered; it writes that practice down so it is transparent, uniform, and durable.

Section 2. Findings

The Town Council finds that: (a) the establishment and operation of parks, recreation programs, and community events is a proper governmental function and public purpose under N.C. Gen. Stat. §§ 160A-351 through 160A-353 and § 160A-209(24); (b) Town-sponsored special events draw large crowds into confined event footprints, and the orderly movement of attendees, the safety of children and families, the integrity of the Town's licensed vendor program, and the attendee experience are significant governmental interests; (c) confining distribution, sales, and solicitation activity at crowded public events to designated locations, applied evenhandedly to all persons and organizations without regard to message, is a lawful time, place, and manner regulation under *Heffron v. International Society for Krishna Consciousness, Inc.*, 452 U.S. 640 (1981); and (d) the Town's selection of vendors and exhibitors for its own sponsored events is the Town's curation of its own event, subject always to viewpoint neutrality.

Section 3. Definitions

(a) Town-Sponsored Special Event. An event produced or co-produced by the Town, or produced under a written collaboration agreement with the Town, and held wholly or partly on Town park property — for example, the Fourth of July celebration, Trick or Treat in the Park, and the Juneteenth celebration. An event is not Town-sponsored merely because it occurs in a park.

(b) Event Footprint. The area of park property designated for a Town-Sponsored Special Event in the event's operations plan, as shown on the event site map and,

where practicable, as marked or posted on site, for the duration of the event including set-up and tear-down.

(c) Vendor or Exhibitor. A person or organization authorized in writing by the Town to occupy an assigned space within an Event Footprint to sell goods or food, provide activities or services, or display or distribute materials as part of the event.

(d) Distribution. Handing out, offering, or making available literature, leaflets, flyers, cards, merchandise, samples, or any other item to event attendees or park visitors.

(e) Solicitation. Requesting donations, contributions, payments, purchases, signatures on petitions, or contact information, whether or not any exchange occurs.

(f) Passive Expression. Wearing expressive apparel, buttons, or insignia; carrying a sign without engaging in Distribution or Solicitation; and engaging in ordinary conversation, including conversation about political, religious, or social topics. Passive Expression is not regulated by this Policy anywhere in the Town's parks, including within Event Footprints.

(g) Advocacy Organization. Any organization, campaign, committee, or group — of any viewpoint, party, or position — whose participation in an event would consist primarily of promoting or opposing a candidate, political party, ballot measure, referendum, legislation, or public-policy position. The term is defined by activity and is applied without regard to the viewpoint expressed.

(h) Designated Public Expression Area. The area designated under Section 8 at each Town-Sponsored Special Event where any person or organization may engage in Distribution and Solicitation on equal terms.

(i) Structure. Any table, tent, canopy, stand, sign larger than can be carried by hand, or similar installation.

Section 4. General Park Use Outside Special Events

Outside Event Footprints during events, and throughout all parks at all other times, the Town's parks are traditional public forums. The Town does not regulate the content or viewpoint of expression in its parks, does not require any permit, registration, or advance notice for expressive activity by individuals or small groups, and applies only its generally applicable, content-neutral regulations — including park hours, the Town's sign regulations, litter and obstruction provisions, and other ordinances of general application — equally to all persons. Nothing in this Policy applies to public sidewalks or streets outside park property.

Section 5. Town-Sponsored Special Events

Town-Sponsored Special Events are programs the Town produces for a defined community purpose — celebration, family recreation, and civic life. The event program — including the selection of performers, exhibitors, vendors, and activities — is the Town's own presentation. To keep each event what it is advertised to be, the rules in Sections 6 through 8 apply within the Event Footprint for the duration of the event.

These rules regulate activity, never message: the same conduct rule applies to a campaign, a church, a charity, and a business alike.

What This Policy Does Not Do

It does not restrict what anyone wears, says, or believes at any event or in any park.

It does not prevent any person — including a candidate for office — from attending any event, moving freely through it, and talking with anyone willing to talk with them.

It does not restrict expression anywhere in a park outside an active Event Footprint.

It does not require any permit for expressive activity in the Town's parks.

Section 6. Vendor and Exhibitor Participation

6.1 Eligible categories. Vendor and exhibitor spaces at Town-Sponsored Special Events are made available for categories that serve the event's recreational and community purpose, as stated in the event's vendor application: food and beverage; arts, crafts, and retail goods; children's and family activities; entertainment; and informational displays by governmental and community-service entities whose display does not consist of advocacy as described in Section 6.2. All Vendor and Exhibitor distribution, display, and solicitation must be germane to the vendor's approved category; vendor space may not be used as a platform for advocacy of any kind.

6.2 Advocacy Organizations ineligible as vendors. Advocacy Organizations, candidates and candidate committees, political parties, and referendum or ballot-measure committees are not eligible for vendor or exhibitor space at Town-Sponsored Special Events. This is a categorical rule applied to every viewpoint, party, and position equally; no application will be evaluated on the basis of the viewpoint expressed. Members and supporters of any such organization remain fully welcome to attend every event as members of the public and to use the Designated Public Expression Area.

6.3 Incorporation into applications and agreements. Every vendor application, facility reservation form, rental agreement, and event collaboration agreement shall incorporate this Policy by reference, and the Town's existing reservation and rental forms are hereby confirmed as consistent with it.

Section 7. Expressive Activity Within Event Footprints

7.1 Conduct standard. Within an Event Footprint during a Town-Sponsored Special Event, the following activities are permitted only (a) by authorized Vendors and Exhibitors from their assigned spaces, or (b) by any person within the Designated Public Expression Area: (1) Distribution; (2) Solicitation; (3) sale of goods or services; (4) erection or use of a Structure; and (5) use of sound amplification. These are the only triggers for staff action under this Policy. They apply identically to commercial, charitable, religious, political, and all other messages and speakers.

7.2 Passive Expression protected. Passive Expression is not a trigger under Section 7.1 and shall not be restricted, relocated, or discouraged anywhere in any park, including within an Event Footprint. A person wearing a candidate's shirt, carrying a message sign, or conversing about any topic shall not be directed to the Designated Public Expression Area on that basis.

7.3 News media. Bona fide newsgathering activity is not Distribution or Solicitation and is not restricted by this Policy.

Section 8. Designated Public Expression Areas

8.1 Required at every event. The operations plan for every Town-Sponsored Special Event shall designate at least one Designated Public Expression Area before the event.

8.2 Location standards. Each Designated Public Expression Area shall be (a) located in a visible position along a principal pedestrian approach to the event — at or near the main entrance where practicable (for events at Harrisburg Park, the open field between the library and the main gate is the presumptive location); (b) reasonably sized for expected use; (c) accessible to persons with disabilities; and (d) identified on the event site map. The location may vary by event and may be situated within the Event Footprint where operations allow.

8.3 Equal, open access. The Designated Public Expression Area is available to all persons and organizations on equal terms, first-come, without fee, registration, or permit, and without regard to the content or viewpoint of any message.

Section 9. Facility Reservations and Rentals

The Town's park facilities are not held open as a general forum for private events. Where the Town offers reservation of specific facilities (such as picnic shelters), reservations are administered under content- and viewpoint-neutral terms, and every reservation and rental form incorporates this Policy by reference. Facilities not made available under the reservation program are limited to Town programs, Town-Sponsored Special Events, and written collaborations approved by the Town. Any future expansion of reservation practice shall be adopted by the Council with standards that are content- and viewpoint-neutral.

Section 10. Administration and Staff Protocol

10.1 Request first. When a person engages in an activity listed in Section 7.1 outside an authorized location, staff shall (a) courteously inform the person of this Policy; (b) direct them to the Designated Public Expression Area; and (c) if the person declines, notify the on-site event supervisor. Staff shall not physically compel compliance, confiscate materials, or direct any person to leave a park under this Policy.

10.2 Escalation. Only the event supervisor or the Town Manager's designee may take action beyond a request, and involvement of law enforcement is reserved for violations of ordinances or state law — not for violations of this Policy standing alone. Every escalation shall be documented under Section 12.

10.3 Neutral application. No staff action under this Policy may be based on the content or viewpoint of a message, on the identity or affiliation of the speaker, or on audience reaction to a message. Discomfort or disagreement by other attendees is not a basis for action.

10.4 Training. The Parks and Recreation Department shall brief all event staff and volunteers on this Policy, including the protected status of Passive Expression, before each Town-Sponsored Special Event.

Section 11. Appeals

Any person aggrieved by an action taken under this Policy may request review by the Town Manager, whose determination may be appealed to the Town Council.

Section 12. Records

For each Town-Sponsored Special Event, the Town shall retain the operations plan and site map showing the Designated Public Expression Area, the vendor application criteria and roster, and documentation of any escalation under Section 10.2, in accordance with the applicable records retention schedule.

Section 13. Severability

If any provision of this Policy or its application is held invalid, the invalidity does not affect other provisions or applications that can be given effect without the invalid provision, and to this end the provisions of this Policy are severable.

Section 14. Review

The Town Manager, in consultation with the Town Attorney, shall review this Policy periodically, and shall recommend any needed amendment to the Council.

Section 15. Effective Date

This Policy is effective upon adoption by the Town Council and applies to every Town-Sponsored Special Event thereafter.

Adopted by Resolution No. 2026-____ of the Town Council of the Town of Harrisburg, North
Carolina,
this ____ day of _____, 2026.

Jennifer Teague, Mayor

ATTEST: _____

Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearing to Consider Adoption of Revised Chapter 53 Stormwater Ordinance

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to adopt the revised Chapter 53 Stormwater Ordinance and corresponding Stormwater Operation and Maintenance Agreement, as presented.

Description/Background:

Recent changes to North Carolina law affect how local governments may require privately owned stormwater control measures (SCMs) to be maintained and funded over time. Staff has reviewed the Town's current Chapter 53 Stormwater Ordinance and Operation and Maintenance Agreement with the Town Attorney and is recommending updates to align the Town's requirements with N.C. Gen. Stat. § 160D-925(d1).

The proposed changes would:

- **Expand who the requirements apply to.** The current ordinance focuses certain requirements on SCMs maintained by homeowners' associations, property owners' associations, or similar groups. The revised language would apply those requirements more broadly to privately owned and maintained SCMs required under Chapter 53.
- **Remove the current 25% developer contribution and 15-year sinking fund requirement.** Those provisions would be replaced with the revised escrow approach allowed under State law.
- **Set the escrow amount at 10% of the original SCM construction cost.** The owner would have up to five years to fully fund that amount.
- **Simplify the Town's funding requirements.** The current provisions allowing the Town to vary the contribution percentage and funding period would be removed.

These changes are intended to bring the Town's stormwater requirements in line with current State law while continuing to provide a funding mechanism for the long-term maintenance, repair, and replacement of privately maintained SCMs.

Because this amendment is to Chapter 53 of the Town Code rather than the Unified Development Ordinance, Planning & Zoning Board review is not required before Town Council consideration.

Following adoption, staff will update the Town's Stormwater Drainage Manual as needed to reflect the revised ordinance and Operation and Maintenance Agreement.

Recommendation:

Staff recommends that Town Council adopt the revised Chapter 53 Stormwater Ordinance and corresponding Stormwater Operation and Maintenance Agreement as presented.

Fiscal Impact:

No direct budgetary impact to the Town is anticipated. Required escrow funding and ongoing operation, maintenance, inspection, repair, and replacement obligations will remain the responsibility of the applicable developer or property owner in accordance with the ordinance and Operation and Maintenance Agreement.

Attachments:

1. SCM O M Agreement Revised
2. Chapter_53_Ordinance_Comparison_Memo
3. Chapter 53 - Revised Ordinance



**STATE OF NORTH CAROLINA
CABARRUS COUNTY**

STORMWATER OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT made pursuant to the Town of Harrisburg Stormwater Ordinance, is entered into by and between the TOWN OF HARRISBURG, a North Carolina municipal corporation, ("Town") and _____ ("Owner") in connection with the Stormwater Management System(s) of the _____ project located at _____.

RECITALS

1. The Town has adopted certain stormwater management regulations applicable to the property of the Owner located in the Town and more particularly described as the property of Owner by deed recorded in Book ____, Page ____, Cabarrus County Registry and further identified as tax parcel number(s) _____ (the "Property").
2. Such regulations require the Owner to construct, continuously operate, maintain, and inspect each private on-site engineered Stormwater Control Measure ("SCM") located on the Property.
3. The boundaries and details of the SCMs are described in the approved construction plans and final as-built plans filed with the Town.
4. As a condition of the development of the Property, the Owner is required to enter into this Agreement, which provides for the operation, long-term maintenance, inspections and replacement/reconstruction of the SCMs (such as, but not limited to, sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction) and enter into and fund a Stormwater escrow account, if applicable, the funds of which are available to provide for the long-term maintenance, repair, replacement of the SCMs.
5. The Stormwater Management Ordinance requires the establishment of a segregated escrow account which is used solely to fund sediment removal, structural, biological, or vegetative replacement, major repair, or reconstruction of any failing SCM and requires



reimbursement of expenses incurred by the Town for those maintenance, repairs, or replacement costs expended by the Town pursuant to this Agreement.

6. Prior to the Owner conveying operation and control of the SCMs operation, maintenance, and repair to a homeowner's association or other entity (collectively the "Association"), the Owner will be required to assign this Agreement to the Association, which assignment must require the Association to assume all rights and obligations, both operational and financial, of the Owner as set forth in this Agreement.

For and in consideration of the above Recitals, the Terms contained below and the approval by the Town of the development activities on the Property, the Owner does hereby covenant and agree with the Town that the SCMs shall be held, operated, maintained, and encumbered pursuant to the covenants and conditions set forth.

TERMS

1. **Operation and Maintenance Plan.** Owner shall operate, maintain, repair, and, if necessary, reconstruct the SCMs in accordance with approved as-built plans, the North Carolina Department of Environmental Quality Stormwater Design Manual, the Town of Harrisburg Stormwater Drainage Manual, and the Town of Harrisburg Stormwater Ordinance. All of these documents are fully incorporated by reference.

2. **Escrow Account Requirements:**

a) **Escrow Agreement.** The Owner shall establish and maintain a separate Escrow Account, the funds from which may be used solely to provide for the operation, long-term maintenance, inspection, repair, and replacement/reconstruction (sediment removal, structural, biological or vegetative replacement, major repair, reconstruction, etc.) of the SCMs, as required by N. C. Gen. Stat. § 160D-925(d1) and the above-referenced incorporated documents.

b) **Escrow Balance and Timeline.** The balance of the required Escrow Account shall be ten percent (10%) of the stormwater control project's original cost of construction as indicated by a sealed engineer's estimate. The engineer's estimate for 100% construction costs of the SCMs serving this development is \$_____ and the

“Required Minimum” Escrow is \$ _____. The Owner shall have a period of five (5) years from the time the SCMs are accepted by the Town to fully fund the Escrow Account. Upon acceptance of the SCMs by the Town, the Owner shall deposit and retain in the account at least twenty percent (20%) of the required Escrow Account balance annually for five (5) years until fully funded. A minimum of eighty percent (80%) of the required Escrow Account balance shall be accumulated and retained in the Escrow Account prior to the Owner conveying control of the SCMs operation, maintenance, and repair to an Association. The Town must approve in writing in advance the transfer of the SCMs to the Association, or the Owner will retain responsibility for the SCMs. The Association shall then determine the remaining time and remaining amount of the Escrow Account balance needed to fully fund the Escrow Account to establish an annual schedule of equal deposits which will result in the Escrow Account being fully funded by the end of the five (5) year period following acceptance of the SCMs by the Town. Once the Escrow Account has reached the fully funded balance, that amount shall be retained and maintained in the Escrow Account. The Owner or Association shall annually by the anniversary date of acceptance of the SCMs by the Town provide to the Town verification of the balance held in the Escrow Account.

c) **Responsibility.** The Owner is responsible for all Escrow Account fund deposits required herein until such time as the Association assumes full responsibility for the requirements set out in this Agreement. The Owner shall transfer to the Association, and the Association shall assume all requirements for the operation, maintenance, control, inspection, management, and repair, including financial responsibility for the SCMs as required in this Agreement. The Escrow Account shall be transferred by the Owner to the Association at the same time.

d) **Purpose.** The Escrow Account shall be held, and funds shall be disbursed only for the purpose of maintaining, inspecting, repairing, or replacing the SCMs, or reimbursements for such work as required by this Agreement and for no other purpose. Funds from the Escrow Account may not be used towards any civil or criminal penalties or fines levied against the Owner or Association for violation of any Town, State, or Federal ordinance. Unauthorized use of the Escrow Account funds shall constitute a violation of the Town’s Stormwater Ordinance.

e) **Repairs and Maintenance.** The Owner or Association may utilize the Escrow Account as necessary to pay for authorized expenses related to the SCMs as identified by parties working for the responsible parties. Upon determination by an authorized Town agent that SCMs is not performing adequately or as intended, or is not properly maintained in accordance with this Stormwater Operation and Maintenance Agreement, the Stormwater Drainage Manual, or any other Town, State, or Federal regulations, the responsible party shall make the necessary repairs as directed by the Town or other regulatory authority with the option to utilize funds on deposit in the Escrow Account. It is expressly understood and agreed that the Town is under no obligation to maintain or repair the SCMs and in no event shall this Agreement be construed to impose any such obligation on the Town; however, if the Town determines that in the interest of public health or safety that it must perform any such uncompleted maintenance, inspections, repairs, and/or replacement/reconstruction which the Owner or Association has neglected, the responsible party shall reimburse the Town for all costs associated with such work.

f) **Replacement of Escrowed Funds.** The Owner or Association shall replace all funds drawn down from the Escrow Account for authorized purposes and the account balance shall be maintained at the level required as described in this Agreement. Costs for regular and annual maintenance and inspections shall be replenished throughout the year. In the event of major unexpected, unplanned, and emergency expenses for authorized purposes which drastically reduce the balance of the Escrow Account, the Owner or Association may apply to the Town for a temporary waiver of the Escrow Account balance provisions of this Agreement to help avoid undue hardships in rebuilding the balance.

g) **Costs in Excess of Escrowed Funds.** In the event that the Escrow Account should fail for any reason to cover the costs of operation, maintenance, inspection, repair, and replacement/reconstruction, including any deficiency as to form or execution, the Owner or the Association acknowledge that whichever party is deemed responsible by the Town shall assume full responsibility for the costs of such maintenance and repair, and any



such costs incurred by the Town and unpaid by the Owner or Association shall be enforced pursuant to Section 5 below.

h) **Reassignment of Agreement.** The Owner shall not convey operation and control of the operation, maintenance, and repair of the SCMs, or assign this Agreement to an Association until all of the following statements are true and have occurred:

- 1) Warranty periods for infrastructure accepted by the Town have expired.
- 2) All SCMs have been inspected and found to be free of deficiencies and deferred maintenance by a qualified professional engineer within thirty (30) days prior to the transfer.
- 3) The Escrow Account balance is equal to at least eighty percent (80%) of the Required Minimum.
- 4) The Owner has provided the Association with a complete set of design and construction plans showing details of all SCM elements, pertinent maps, stormwater reports and any information necessary to provide contractors and consultants for future use in preparing inspection reports and maintenance plans, and to be used as aids for investigating future issues and determining potential solutions.
- 5) The Owner and Association shall provide the Town with a written document evidencing their agreement and assignment and the responsibilities of the Association and identifying all pertinent contact information.

3. Annual Inspection and Report(s). The Owner or Association shall provide an annual inspection and report for each SCMs on the Property. Inspections are to be performed, and reports completed by a qualified professional engineer registered in the State of North Carolina. Reports should include a summary of any periodic maintenance actions and intermediate inspections performed throughout the year. Up to date guidance on the content and most current submission processes can be found in the latest version of the Town of Harrisburg Stormwater Drainage Manual. A financial statement should also be provided by the Owner or Association documenting the available funding established in the Escrow Account for operation and maintenance of the SCMs as part of the annual inspection report. Each inspection report must be accompanied by an administrative fee. The latest administrative fee can be found in the Town's fee schedule.

4. Notices. Any notice which any party may send to another pertaining to this Agreement shall be in writing and shall be considered delivered when deposited in the United States mail, certified with postage prepaid and return receipt required. Owner contact information is as filled out on the signature page. Owner is responsible for ensuring that updated contact information is provided to the Town for itself and any Association. Town contact information is:

Town of Harrisburg
Stormwater Administrator
P.O. Box 100
Harrisburg, NC 28075

5. Remedies for Violations of this Agreement.

a) If the Owner or Association fails to maintain or repair the SCMs as set forth, or otherwise violates this Agreement, the Town Stormwater Administrator may order the Owner or Association to undertake the necessary repair or maintenance or to correct such violation. If the Owner or Association shall fail to comply with such order within thirty (30) days from the date thereof, the Owner or Association shall be considered in violation of this Agreement and Chapter 53 of the Town of Harrisburg Code of Ordinances and will be subject to the penalties and remedies as provided in Section 53.076, elsewhere in the Town's Code of Ordinances, and/or pursuant to other applicable North Carolina statutes or any other remedy provided by law.

b) If the Town determines that the SCMs pose an immediate danger to public health, safety or welfare, the Town will notify the Owner or Association, and with due notice, may enter the Property and take whatever steps it deems necessary to return the SCMs to good working order. This provision shall not be construed to allow the Town to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that the Town is under no obligation to maintain or repair the SCMs and in no event shall this Agreement be construed to impose any such obligation on the Town. However, the Owner or Association shall be liable to the Town for any amounts expended by the Town to put the SCMs in good working order.

c) The Town shall have the right to bring an action and recover sums due, damages, seek injunctive relief, and/or such other and further relief as may be just and appropriate.

d) The remedies provided by this paragraph are cumulative and are in addition to any other remedies provided by law.

6. **No Waiver of Breach.** In the event of a breach of any term of this Agreement, any delay or failure on the part of the Town to exercise any rights, powers, or remedies herein provided, it shall not be construed as a waiver thereof or acquiescence of such breach or any future breach.

7. **Amendments.** This Agreement may be amended, revised or modified only by a written document signed by the relevant parties.

8. **Warranties of Title.** The Owner covenants and warrants that it has fee simple title to the SCMs and real Property described in the deed referred to above; that it lawful right and authority to enter into this Agreement; and that no consent or waiver by the holder of any mortgage, deed of trust, or other security instrument, or any other person, firm, or corporation is required prior to entering into this Agreement, or such consent has been obtained by the Owner/Association.

9. **Severability.** Invalidation of any one of these provisions or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect.

10. **Liability Disclaimer.** The Owner or the Association, and their respective officers, administrators, executors, successors, heirs, or assigns hereby indemnify and hold-harmless the Town, its authorized agents and employees, from any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the Town from the construction, presence, existence or maintenance of the SCMs by the Owner or Association or the Town. In the event a claim is asserted against the Town, its authorized agents and employees, the Town shall promptly notify the Owner or Association, and the Owner or Association shall defend at its own expense any suit based on such claim. If any judgment is entered against the Town, or its authorized agents or employees, the Owner or Association shall pay for all judgment amounts, costs and expenses, including attorney's fees, in connection therewith.

11. **Right of Entry and Access Easement.** The Owner or Association, and their respective officers, administrators, executors, successors, heirs, or assigns hereby grant and convey to the Town and its authorized agents and employees, the perpetual right of access and easement over, across, and upon the property as shown on the final plat(s) to be recorded in Cabarrus County Register of Deeds or on file with the Town. The Town shall be granted the right of entry to



inspect, monitor, maintain, repair and reconstruct the SCMs whenever the Town deems necessary.

12. Effective Date. This Agreement will become effective when the SCMs have received a final inspection and approval by the Stormwater Administrator or his designated representative.

13. Recording. This Agreement shall be recorded in the Office of Register of Deeds of Cabarrus County, North Carolina and shall run with the land and be binding on successor, heirs, and assigns.

14. Governmental Function. This Agreement shall not in any way diminish, limit, or restrict the right of the Town to engage in or carry out any of its governmental functions or enforce any of its ordinances as authorized by law.

IN WITNESS, the parties have executed and dated this Agreement as indicated below.

{SIGNATURES APPEAR ON THE FOLLOWING PAGES.}



OWNER

By: _____
(signature)

Printed Name: _____

Title: _____

Date: _____

Contact Information for day-to-day operations and maintenance of SCMs:

Name: _____ Title: _____

Business Phone No: _____ Business Address: _____

Email Address: _____

STATE OF _____ COUNTY OF _____

This ____ day of _____, 20____, personally came before me,
_____, who, being by me duly sworn says that (s)he is the
_____ (title) of _____ (organization),
and that by authority duly given and as act of such entity, (s)he signed the foregoing
instrument in its name on its behalf as its act and deed.

Notary Public _____ [insert seal]

Print/Type Name _____

My Commission Expires _____



TOWN OF HARRISBURG

By: _____
(signature)

Printed Name: _____

Title: _____

Date: _____

STATE OF _____ COUNTY OF _____

This ____ day of _____, 20____, personally came before me,
_____, who, being by me duly sworn says that (s)he is the
_____ (title) of _____ (organization),
and that by authority duly given and as act of such entity, (s)he signed the foregoing
instrument in its name on its behalf as its act and deed.

Notary Public _____

[insert seal]

Print/Type Name _____

My Commission Expires _____

HarrisburgNC

INTERNAL MEMORANDUM

TO: Town Manager / Town Council

FROM: Public Works Department

DATE: August 17, 2026

RE: Chapter 53 Storm Water Ordinance — Comparison of Existing and Revised Ordinance

1. PURPOSE AND EXECUTIVE SUMMARY

This memorandum compares the existing Chapter 53 Storm Water Ordinance with the revised “Chapter 53 - Revised Ordinance 080526” document. The review identifies the substantive changes proposed in the revised ordinance.

The substantive revisions are concentrated in § 53.061(B)(2), Operation and Maintenance Agreement. The revised ordinance removes the provision limiting the additional agreement requirements to SCMs owned or maintained by a homeowners’ association, property owners’ association, or similar entity. It also removes the specific developer escrow contribution and sinking-fund requirements and revises the Town’s cost-recovery language.

2. BACKGROUND

The existing and revised documents contain the same overall Chapter 53 structure and substantially the same storm water requirements. The revised document makes targeted changes to the operation and maintenance provisions rather than restructuring the chapter as a whole.

3. DETAILED CHANGES

Section	Existing Ordinance	Revised Ordinance
§ 53.061(B)(2) – Applicability	Additional provisions apply to SCMs that are, or are to be, owned and maintained by a homeowners’ association, property owners’ association, or similar entity.	The association/POA limitation is deleted. The provision states that the listed requirements apply to all SCMs required by the chapter.
§ 53.061(B)(2)(c) – Escrow funding	Requires developer contribution and annual sinking funds; includes a 25% initial developer contribution and requires 75% of the sinking-fund budget to be deposited within the first 15 years following Town acceptance of the subdivision into the street maintenance system.	Entire paragraph is deleted.
§ 53.061(B)(2)(d) – Variation of escrow funding	Allows the Town to vary the developer contribution percentage and funding period based on the design and materials of the storm water control and management facility.	Entire paragraph is deleted.
§ 53.061(B)(2)(e)-(i) – Remaining provisions	Includes Town access, cost recovery from the association and its members, limitation of Town maintenance responsibility, enforcement authority, and indemnification.	Requirements remain substantively, but are renumbered as (c)-(g). Cost recovery is revised to identify the “owner” rather than the “association and its members.”

4. KEY POLICY AND ADMINISTRATIVE EFFECTS

- The revised language expands the operation and maintenance agreement requirements beyond SCMs maintained by homeowners’ or property owners’ associations.
- The ordinance no longer expressly requires the 25% developer contribution toward an escrow account.
- The ordinance no longer expressly requires 75% of the sinking-fund budget to be deposited within the first 15 years after Town acceptance of the subdivision into the street maintenance system.
- The Town’s express cost-recovery provision changes from recovery from the association and its members to recovery from the owner.
- The remaining provisions concerning Town access, enforcement authority, Town non-assumption of maintenance responsibility, and indemnification remain in place.

5. SCOPE OF COMPARISON

Based on the paragraph-level comparison of the two documents, no other substantive textual changes were identified outside § 53.061(B)(2). The chapter title, section organization, and the other provisions reviewed remain otherwise unchanged.

Bottom Line

The revised ordinance is a targeted amendment to the operation and maintenance provisions of Chapter 53. Its principal effects are to broaden the applicability of § 53.061(B)(2), eliminate specified developer escrow and sinking-fund requirements, and modify cost-recovery language.

CHAPTER 53: STORM WATER

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GENERAL PROVISIONS

§ 53.001 TITLE.

This chapter shall be officially known as “The Storm Water Quality Ordinance”. It is referred to herein as “this chapter”.

(Ord., passed 5-11-09; Am. Ord., passed 9-13-21)

§ 53.002 AUTHORITY.

The Town Council of the Town of Harrisburg, further referred to herein as “the town”, is authorized to adopt this chapter pursuant to North Carolina law, including, but not limited, to Art. 14, § 5 of the Constitution of North Carolina, the Charter of the Town of Harrisburg, North Carolina, G.S. § 143-214.7 and rules promulgated by the Environmental Management Commission thereunder and Session Law 2004-163; G.S. Ch. 160A, §§ 174, 185.

(Ord., passed 5-11-09; Am. Ord., passed 9-13-21)

§ 53.003 FINDINGS.

(A) It is hereby determined that:

(1) Development alters the hydrologic response of local watersheds and increases storm water runoff rates and volumes, flooding, soil erosion, stream channel erosion, non-point and point source pollution and sediment transport and deposition, as well as reducing groundwater recharge;

(2) These changes in storm water runoff contribute to increased quantities of water-borne pollutants and alterations in hydrology which are harmful to public health and safety as well as to the natural environment; and

(3) These effects can be managed and minimized by applying proper design and well-planned controls to manage storm water runoff from development sites.

(B) Further, the Federal Water Pollution Control Act of 1972 (“Clean Water Act”) and federal Phase II Storm Water Rules promulgated under it, as well as rules of the North Carolina Environmental Management Commission promulgated in response to federal Phase II requirements, compel certain urbanized areas, including this jurisdiction, to adopt the minimum storm water controls such as those included in this chapter.

(C) Therefore, the Town Council establishes this set of water quality and quantity regulations to meet the requirements of state and federal law regarding control of storm water runoff and discharge.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.004 PURPOSE.

(A) General. The purpose of this chapter is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development storm water runoff and non-point and point source pollution associated with new development and redevelopment as well as illicit discharges into municipal storm water systems. It has been determined that proper management of construction-related and post-development storm water runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety and general welfare, and protect water and aquatic resources.

(B) Specific. This chapter seeks to meet its general purpose through the following specific objectives and means:

(1) Establishing decision-making processes for development that protects the integrity of watersheds and preserves the health of water resources;

(2) Requiring that new development maintain the pre- development hydrologic response in their post-development state as nearly as practicable for the applicable design storm to reduce flooding, stream bank erosion, non-point and point source pollution and increases in stream temperature, and to maintain the integrity of stream channels and aquatic habitats;

(3) Establishing minimum post-development storm water management standards and design criteria for the regulation and control of storm water runoff quantity and quality;

(4) Establishing design and review criteria for the construction, function and use of storm water control measures (SCMs) that may be used to meet the minimum post-development storm water management standards;

(5) Encouraging the use of better management and site design practices, such as the use of vegetated conveyances for storm water and the preservation of green space, riparian buffers and other conservation areas to the maximum extent practicable;

(6) Establishing provisions for the long-term responsibility for and maintenance of SCMs to ensure that they continue to function as designed, are maintained appropriately and pose no threat to public safety;

(7) Establishing administrative procedures for the submission, review, approval and disapproval of storm water management plans, for the inspection of approved projects and to assure appropriate long-term maintenance;

(8) Controlling illicit discharges into the municipal separate storm water system; and

(9) Controlling erosion and sedimentation from construction activities.

(10) Provide for the proper disposal of pet solid waste in the town, so as to protect the public health, safety and welfare and to prescribe penalties for failure to comply.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.005 APPLICABILITY AND JURISDICTION.

(A) Applicability. Beginning with and subsequent to its effective date, this chapter shall be applicable to all development including, but not limited to, site plan applications, subdivision applications and grading applications, unless exempt pursuant to division (B) below.

(1) Development that cumulatively disturbs more than 10,000 square feet and or is part of a larger common plan of development or sale that cumulatively disturbs more than 10,000 square feet must comply with the provisions of this chapter and the standards set forth in §§ 53.040 through 53.043.

(2) Development is part of a larger common plan of development or sale, even though multiple, separate or distinct activities may take place at different times on different schedules and by different developers.

(B) Exemptions.

(1) Redevelopment as defined in § 53.010.

(2) Activities that are exempt from permit requirements of § 404 of the federal Clean Water Act as specified in 40 C.F.R. 232 (primarily, non-point source agricultural and silvicultural (forestry) activities) are exempt from the provisions of this chapter.

(C) No development until compliance and permit. No development shall occur except in compliance with the provisions of this chapter or unless exempted. No development for which a permit is required pursuant to this chapter shall occur except in compliance with the provisions, conditions and limitations of the permit.

(D) Jurisdiction. The provisions of this chapter shall apply to all public or private building(s), land(s) and use(s) thereon over which the town has or will have future jurisdiction under the constitution(s) and law(s) of the State of North Carolina and of the United States, including any areas within the jurisdiction of the town pursuant to G.S. § 160A-360. Pursuant to G.S. § 160A-392, each provision of this chapter is applicable to the erection, construction and use of buildings by the State of North Carolina and its political subdivisions.

(E) Map.

(1) The provisions of this chapter shall apply within the areas designated on the map titled "Storm Water Quality Map of Harrisburg, North Carolina" ("the Storm Water Map"), which is adopted simultaneously herewith. The Storm Water Map and all explanatory matter contained thereon accompanies and is hereby made a part of this chapter.

(2) The Storm Water Map shall be kept on file by the Storm Water Administrator and shall be updated to take into account changes to the future service area covered by this

chapter and the geographic location of all SCMs permitted under this chapter. In the event of a dispute, the applicability of this chapter to a particular area of land or BMP shall be determined by reference to the North Carolina Statutes, the North Carolina Administrative Code and local zoning and jurisdictional boundary ordinances.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.006 INTERPRETATION.

(A) Meaning and intent. All provisions, terms, phrases and expressions contained in this chapter shall be construed according to the general and specific purposes set forth in § 53.004. If a different or more specific meaning is given for a term defined elsewhere in the town's Unified Development Ordinance or other ordinances, the meaning and application of the term in this chapter control for purposes of application of this chapter.

(B) Text controls in event of conflict. In the event of a conflict or inconsistency between the text of this chapter and any heading, caption, figure, illustration, table or map, the text shall control.

(C) Authority for interpretation. The Storm Water Administrator has authority to determine the interpretation of this chapter. Any person may request an interpretation by submitting a written request to the Storm Water Administrator, who shall respond in writing within 30 days. The Storm Water Administrator shall keep on file a record of all written interpretations of this chapter.

(D) References to statutes, regulations and documents. Whenever reference is made to a resolution, ordinance, statute, regulation, manual or document, it shall be construed as a reference to the most recent edition of such that has been finalized and published with due provision for notice and comment, unless otherwise specifically stated.

(E) Computation of time. The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday or holiday observed by the town, the deadline or required date of action shall be the next day that is not a Saturday, Sunday or holiday observed by the town. References to days are calendar days unless otherwise stated.

(F) Delegation of authority. Any act authorized by this chapter to be carried out by the Storm Water Administrator of the town may be carried out by his or her designee.

(Ord., passed 5-11-09; Am. Ord., passed 9-13-21)

§ 53.007 DESIGN MANUAL.

(A) Reference to Design Manual.

(1) The Storm Water Administrator shall use the policy, criteria and information, including technical specifications and standards, in the Design Manual as the basis for decisions about storm water permits and about the design, implementation and performance of SCMs and stormwater management practices.

(2) The Design Manual includes a list of acceptable SCMs and storm water management practices and provides instruction for design and analysis methodologies. SCMs and storm water management practices that are designed, constructed and maintained in accordance with these methodologies and the standards of this chapter will be presumed to meet the minimum water quality performance standards of the Phase II laws.

(3) The Design Manual may consist of one or several acceptable manuals or documents determined by the Storm Water Administrator. The Storm Water Administrator may add or remove manuals or documents from reference at his or her discretion in order to provide the guidance to meet this chapter and Phase II laws.

(B) Relationship of Design Manual to other laws and regulations. If the specifications or guidelines of the Design Manual are more restrictive or apply a higher standard than other laws or regulations, that fact shall not prevent application of the specifications or guidelines in the Design Manual.

(C) Changes to standards and specifications. If the standards, specifications, guidelines, policies, criteria or other information in the Design Manual are amended subsequent to the submittal of an application for approval pursuant to this chapter but prior to approval, the new information shall control and shall be utilized in reviewing the application and in implementing this chapter with regard to the application.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.008 RELATIONSHIP TO OTHER LAWS, REGULATIONS AND PRIVATE AGREEMENTS.

(A) Conflict of laws. This chapter is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this chapter are in addition to the requirements of any other ordinance, rule, regulation or other provision of law. Where any provision of this chapter imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human or environmental health, safety and welfare, shall control.

(B) Private agreements. This chapter is not intended to revoke or repeal any easement, covenant or other private agreement. However, where the regulations of this chapter are more restrictive or impose higher standards or requirements than such an easement, covenant or other private agreement, the requirements of this chapter shall govern. Nothing in this chapter shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not legitimize any failure to comply with this chapter. In no case shall the town be obligated to enforce the provisions of any easements, covenants or agreements between private parties.

(Ord., passed 5-11-09; Am. Ord., passed 9-13-21)

§ 53.009 EFFECTIVE DATE AND TRANSITIONAL PROVISIONS.

(A) Effective date. This chapter shall take effect on January 1, 2008.

(B) Final approvals, complete applications. All development projects for which complete and full applications were submitted and approved by the town prior to the effective date of this chapter and which remain valid, unexpired, unrevoked and not otherwise terminated at the time of development shall be exempt from complying with all provisions of this chapter dealing with the control and/or management of post-construction runoff, but shall be required to comply with all other applicable provisions, including but not limited to, illicit discharge provisions.

(C) Violations continue. Any violation of provisions existing on the effective date of this chapter shall continue to be a violation under this chapter and be subject to penalties and enforcement under this chapter unless the use, development, construction or other activity complies with the provisions of this chapter.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.010 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1-YEAR, 24-HOUR STORM. The surface runoff resulting from a 24-hour rainfall intensity expected to be equaled or exceeded, on average, once in 12 months and with duration of 24 hours.

10-YEAR, 24-HOUR STORM. The surface runoff resulting from a 24-hour rainfall intensity expected to be equaled or exceeded, on average, one in ten chances in 12 months and with duration of 24 hours.

BUILT-UPON AREA (BUA). That portion of a development project that is covered by impervious or partially impervious surface to the extent that the partially impervious surface does not allow water to infiltrate through the surface to the subsoil. BUILT-UPON AREA includes but is not limited to, buildings, pavement and gravel areas such as roads, parking lots and paths and recreation facilities such as tennis courts. BUILT-UPON AREA does not include a slatted deck, the water area of a swimming pool, a surface of number 57 stone, as designated by the American Society of Testing and Materials, laid at least four inches thick over a geotextile fabric, or a trail as defined in G.S. 113A-85 that is either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41.inches per hour).

CREDITS. Represent on-going reductions in the storm water management service charge applicable to a given zoning lot or tract in recognition of on-site or off-site systems, facilities, measures and/or actions undertaken to reduce or mitigate the storm water quantity and/or quality impact(s) of the zoning lot or tract that would otherwise impact the public storm water management system. Credits shall be conditioned on the continuing performance of the mitigation systems, facilities, measures or actions in reference to standards adopted by the Storm Water Management Utility, and may be revised or rescinded for cause. In no case shall credits exceed the amount of the storm water management service charge. The means and measures for identifying, issuing and obtaining credits will be provided in a credit manual approved by the Town Council.

CURB OUTLET SYSTEM. Constructed curb and gutter with breaks or other outlets used to convey storm water runoff to vegetated conveyances or other vegetated areas.

DEPARTMENT. The North Carolina Department of Environmental Quality.

DESIGN MANUAL. A single document or manual or collection of documents and manuals referenced by the town containing policy, criteria and information, including technical specifications and standards, for designing and operating SCMs and any conveyances, appurtenances or other structures to or from the BMP. All references herein to the Design Manual are to the latest published edition or revision.

DEVELOPED LAND. A zoning lot or tract altered from its natural state to include impervious surface area equal to or greater than 200 square feet.

DEVELOPMENT. Any land-disturbing activity that increases the amount of built-upon area or that otherwise decreases the infiltration of precipitation into the subsoil. When additional development occurs at a site that has existing development, the built-upon area of the existing development shall not be included in the density calculations for additional storm water control requirements and storm water control requirements cannot be applied retroactively to existing development, unless otherwise required by federal law.

DIVISION. The Division of Energy, Mineral and Land Resources in the department.

DRAINAGE SYSTEM. Natural and structural channels, swales, ditches, swamps, rivers, streams, creeks, wetlands, branches, reservoirs, ponds, drainage ways, inlets, catch basins, gutters, pipes, culverts, bridges, head walls, storm sewers, lakes and other physical works, properties and improvements that transfer, control, convey or otherwise influence the movement of storm water runoff.

EQUIVALENT RATE UNIT (ERU). An ERU represents 2,000 square feet of impervious surface or fraction thereof.

FUTURE SERVICE AREA. The land area located in Cabarrus County that the Town of Harrisburg could potentially provide municipal services and governance to in the future. This chapter will be administered throughout. This area should not be confused with the municipal limits or the extra-territorial jurisdiction area of the town.

IMPERVIOUS SURFACE AREA. Developed areas of land that prevent or significantly impede the infiltration of storm water into the soil. Typical impervious surface areas include, but are not limited to roofs, sidewalks, walkways, patios, swimming pools, private driveways, parking lots, access extensions, alleys and other paved, engineered, compacted or gravel surfaces containing materials that prevent or significantly impede the natural infiltration of storm water into the soil.

LARGER COMMON PLAN OF DEVELOPMENT OR SALE. Any area where multiple separate and distinct construction or land-disturbing activities will occur under one plan. A plan is any announcement or piece of documentation (including, but not limited to, a sign, public notice or hearing, sales pitch, advertisement, loan application, drawing, permit application, zoning request or computer design) or physical demarcation (including, but not limited to, boundary signs, lot stakes or surveyor markings) indicating that construction activities may occur on a specific plot.

NATURAL STATE. Existing undeveloped land where the soil and vegetation characteristics that have not been substantially modified or disturbed by human activities and the hydrologic function is in an unaltered or natural condition.

OWNER. The legal or beneficial owner of land, including, but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee or long-term or commercial lessee, or any other person or entity holding proprietary rights in the property or having legal power of management and control of the property. OWNER shall include long-term commercial tenants, management entities, such as those charged with or engaged in the management of properties for profit and every person or entity having joint ownership of the property. A secured lender not in possession of the property does not constitute an owner, unless the secured lender is included within the meaning of OWNER under another description in this definition, such as a management entity.

PROJECT. The proposed development activity for which an applicant is seeking a storm water permit from the state or other entity in accordance with this chapter. PROJECT shall exclude any land adjacent to the area disturbed by the project that has been counted as pervious by any other development regulated under a federal, state or local storm water regulation. Owners and developers of large developments consisting of many linked projects may consider developing a master plan that illustrates how each project fits into the design of the large development.

PROJECT AREA. Disturbed area of the development. Area that encompasses active open space, buildings or dwelling units, and street right-of-way.

REDEVELOPMENT. Any land disturbing activity that does not result in a net increase in built-upon area and that provides greater or equal storm water control to that of the previous development.

RIPARIAN. Of or pertaining to the landscape interface between an upland area and a flowing surface water body. Riparian areas exhibit their own significance in geography, particularly ecology and hydrology, which are significantly influenced by its relationship with the surface water body.

RUNOFF TREATMENT. By which the volume of storm water runoff generated from all of the built- upon area of a project at build- out during a storm of the required storm depth is treated in one or more primary SCMs or a combination of primary and secondary SCMs that provides equal or better treatment.

RUNOFF VOLUME MATCH. The annual runoff volume after development shall not be more than 10% higher than the annual runoff volume before development.

SERVICE AREA. The land within the corporate limits of the town, including all land areas legally annexed thereto.

SERVICE CHARGE. A storm water management service charge, applicable to a zoning lot or tract, that generally reflects the impact on or demand for storm water management services provided by the town to properly control and manage storm water runoff quantity and/or quality associated with the zoning lot or tract. The service charge will vary from one zoning lot or tract to another, based on the impervious surface area.

SHEET FLOW. Conveyance of surface water or runoff at a depth significantly less than the width of the flow path on which it flows. SHEET FLOW is maintained until the flow begins to concentrate into rills or micro-channels. The purpose for sheet flow in regards to this chapter is that sheet flow maintains a lower energy and higher surface area of contact with the flow path than concentrated flow.

STORM WATER. The runoff from precipitation that travels over natural state or developed land surfaces and enters a drainage system.

STORM WATER CONTROL MEASURES. A permanent structural device that is designed, constructed and maintained to remove pollutants from storm water runoff by promoting settling or filtration; or to mimic the natural hydrologic cycle by promoting infiltration, evapo-transpiration, post- filtration discharge, reuse of storm water, or a combination thereof. Also known as SCM, Best Management Practice or BMP.

STORM WATER MANAGEMENT PROGRAM. An identified set of measures and activities designed to protect, restore and/or manage storm water quality by controlling and/or reducing pollutants and to reduce and/or manage storm water quantity by controlling velocity, volume and rate.

STORM WATER SERVICES UTILITY. An organizational structure that is responsible for funding, administering and operating the town's storm water management program, and that is supported thorough a rate structure based on the impervious surface area found on zoning lots or tracts located within the service area.

STRUCTURAL BMP. A physical device designed to trap, settle out or filter pollutants from storm water runoff, to alter or reduce storm water runoff velocity, amount, timing or other characteristics, to approximate the pre-development hydrology on a developed site or to achieve any combination of these goals. STRUCTURAL BMP includes physical practices such as constructed wetlands, vegetative practices, filter strips, grassed swales and other methods installed or created on real property. STRUCTURAL BMP is synonymous with STRUCTURAL PRACTICE, STORM WATER CONTROL FACILITY, STORM WATER CONTROL

PRACTICE, STORM WATER TREATMENT PRACTICE, STORM WATER MANAGEMENT PRACTICE, STORM WATER CONTROL MEASURES, STRUCTURAL STORM WATER TREATMENT SYSTEMS and similar terms used in this chapter.

SUBSTANTIAL PROGRESS. For the purposes of determining whether sufficient progress has been made on an approved plan, one or more of the following construction activities toward the completion of a site or subdivision plan shall occur: obtaining a grading permit and conducting grading activity on a continuous basis and not discontinued for more than 30 days or installation and approval of on-site infrastructure; or obtaining a building permit for the construction and approval of a building foundation. **SUBSTANTIAL PROGRESS** for purposes of determining whether an approved plan is null and void is not necessarily the same as **SUBSTANTIAL EXPENDITURES** used for determining vested rights pursuant to applicable law.

TRACT. A parcel of land not previously recorded as a zoning lot.

UNDEVELOPED LAND. All land that is not altered from its natural state to an extent that results in 200 or more square feet of impervious surface area.

ZONING LOT. A legally subdivided lot (not a tract) shown on a legally recorded plat or deed, or a combination of such legally subdivided and recorded adjacent lots.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.011 ILLICIT DISCHARGES.

(A) **Illicit discharges.** No person shall cause or allow the discharge, emission, disposal, pouring or pumping directly or indirectly to any storm water conveyance, the waters of the state or upon the land in a manner and amount that the substance is likely to reach a storm water conveyance or the waters of the state, any liquid, solid, gas or other substance, other than storm water.

(B) **Non-storm water discharges.** Non-storm water discharges associated with the following activities, as specified in 40.C.F.R. 122.26, are allowed, provided that they do not significantly impact water quality:

- (1) Water line flushing;
- (2) Landscape irrigation;
- (3) Diverted stream flows;
- (4) Rising ground waters;
- (5) Uncontaminated ground water infiltration (as defined at 40 C.F.R. 35.2005(20));
- (6) Uncontaminated pumped ground water;
- (7) Discharges from potable water sources;

- (8) Foundation drains;
- (9) Air conditioning condensation;
- (10) Irrigation water;
- (11) Springs;
- (12) Water from crawl space pumps;
- (13) Footing drains;
- (14) Lawn watering;
- (15) Individual residential and charity car washing;
- (16) Flows from riparian habitats and wetlands;
- (17) Dechlorinated swimming pool discharges;
- (18) Street wash water; and
- (19) Flows from firefighting activities.

(20) Other non-storm water discharges for which a valid NPDES discharge permit has been approved and issued by the State of North Carolina, and provided that any such discharges to the municipal separate storm sewer system shall be authorized by the town. Prohibited substances include, but are not limited to, oil, anti-freeze, chemicals, animal waste, paints, garbage and litter.

(C) Illicit connections.

(1) Connections to a storm water conveyance or storm water conveyance system that allow the discharge of non-storm water, other than the exclusions described in division (A) above, are unlawful. Prohibited connections include, but are not limited to, floor drains, wastewater from washing machines or sanitary sewers, wash water from commercial vehicle washing or steam cleaning and wastewater from septic systems.

(2) Where such connections exist in violation of this section and the connections were made prior to the adoption of this provision or any other ordinance prohibiting such connections, the property owner or the person using the connection shall remove the connection within one year following the effective date of this chapter. However, the one-year grace period shall not apply to connections which may result in the discharge of hazardous materials or other discharges which pose an immediate threat to health and safety, or are likely to result in immediate injury and harm to real or personal property, natural resources, wildlife or habitat.

(3) Where it is determined that the connection:

(a) May result in the discharge of hazardous materials or may pose an immediate threat to health and safety, or is likely to result in immediate injury and harm to real or personal property, natural resources, wildlife or habitat; or

(b) Was made in violation of any applicable regulation or ordinance, other than this section. The Storm Water Administrator shall designate the time within which the connection shall be removed. In setting the time limit for compliance, the Storm Water Administrator shall take into consideration:

1. The quantity and complexity of the work;
2. The consequences of delay;
3. The potential harm to the environment, to the public health and to public and private property; and
4. The cost of remedying the damage.

(D) Spills.

(1) Spills or leaks of polluting substances released, discharged to or having the potential to be released or discharged to the storm water conveyance system, shall be contained, controlled, collected and properly disposed. All affected areas shall be restored to their preexisting condition.

(2) Persons in control of the polluting substances immediately prior to their release or discharge, and persons owning the property on which the substances were released or discharged, shall immediately notify the town's Fire Department of the release or discharge, as well as making any required notifications under state and federal law. Notification shall not relieve any person of any expenses related to the restoration, loss, damage or any other liability, which may be incurred as a result of the spill or leak, nor shall such notification relieve any person from other liability that may be imposed by state or other law.

(E) Nuisance. When illicit discharges and illicit connections, which exist within the town, are hereby found, deemed and declared to be dangerous or prejudiced to the public health or public safety and are found, deemed and declared to be public nuisances. Such public nuisances shall be abated in accordance with the procedures set forth in Chapter 920 of the town's Code of Ordinances.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21) Penalty, see § 10.99

ADMINISTRATION AND PROCEDURES

§ 53.020 REVIEW AND DECISION- MAKING ENTITIES.

(A) Designation. A Storm Water Administrator shall be designated by the Town Council to administer and enforce this chapter.

(B) Powers and duties. In addition to the powers and duties that may be conferred by other provisions of the Town Charter, Code of Ordinances, Unified Development Ordinance and other laws, the Storm Water Administrator shall have the following powers and duties under this chapter:

(1) To review and approve, approve with conditions or disapprove applications for approval of plans pursuant to this chapter;

(2) Make determinations and render interpretations of this chapter;

(3) Establish application requirements and schedules for submittal and review of applications and appeals, to review and make recommendations to the Town Council on applications for development approvals;

(4) Enforce the provisions of this chapter in accordance with its enforcement provisions;

(5) Maintain records, maps, forms and official materials as relate to the adoption, amendment, enforcement and administration of this chapter;

(6) Provide expertise and technical assistance to the Town Council and any Town Council-delegated committee for the purposes of enforcing the provisions of this chapter, upon request;

(7) Designate appropriate other person(s) who shall carry out specifically delegated powers and duties of the Storm Water Administrator; and

(8) Take any other action necessary to administer the provisions of this chapter.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.021 REVIEW PROCEDURES.

(A) Permit required; must apply for permit. A storm water permit is required for all development and redevelopment unless exempt pursuant to this chapter. A permit may only be issued subsequent to a properly submitted and reviewed permit application, pursuant to this section.

(B) Effect of permit.

(1) A storm water permit shall govern the design, installation and construction of storm water management and control practices on the site, including SCMs and elements of site design for storm water management other than SCMs.

(2) The permit is intended to provide a mechanism for the review, approval and inspection of the approach to be used for the management and control of storm water for the development site consistent with the requirements of this chapter, whether the approach consists of SCMs or other techniques such as low-impact or low-density design. The permit does not continue in existence definitely after the completion of the project;

rather, compliance after project construction is assured by the maintenance provisions of this chapter.

(C) Authority to file applications. All applications required pursuant to this code shall be submitted to the Storm Water Administrator by the land owner or the land owner's duly authorized agent.

(D) Establishment of application requirements, schedule and fees.

(1) Application contents and form. The Storm Water Administrator shall establish requirements for the content and form of all applications and shall amend and update those requirements from time to time. At a minimum, the storm water permit application shall describe in detail how post-development storm water runoff will be controlled and managed, the design of all storm water facilities and practices and how the proposed project will meet the requirements of this chapter.

(2) Submission schedule. The Storm Water Administrator shall establish a submission schedule for applications. The schedule shall establish deadlines by which complete applications must be submitted for the purpose of ensuring that there is adequate time to review applications, and that the various stages in the review process are accommodated.

(3) Permit review fees. The Town Council shall establish permit review fees as well as policies regarding refund of any fees upon withdrawal of an application, and may amend and update the fees and policies from time to time.

(4) Administrative manual. For applications required under this Code, the Storm Water Administrator shall compile the application requirements, submission schedule, fee schedule, a copy of this chapter, and information on how and where to obtain the Design Manual in an administrative manual, which shall be made available to the public.

(E) Submittal of complete application.

(1) Applications shall be submitted to the Storm Water Administrator pursuant to the application submittal schedule in the form established by the Storm Water Administrator, along with the appropriate fee established pursuant to this section.

(2) An application shall be considered as timely submitted only when it contains all elements of a complete application pursuant to this chapter, along with the appropriate fee. If the Storm Water Administrator finds that an application is incomplete, the applicant shall be notified of the deficient elements and shall be provided with an opportunity to submit a complete application. However, the submittal of an incomplete application shall not suffice to meet a deadline contained in the submission schedule established above.

(F) Review. Within 30 working days after a complete application is submitted, the Storm Water Administrator shall review the application and determine whether the application complies with the standards of this chapter.

(1) Approval. If the Storm Water Administrator finds that the application complies with the standards of this chapter, the Storm Water Administrator shall approve the application.

The Storm Water Administrator may impose conditions of approval as needed to ensure compliance with this chapter. The conditions shall be included as part of the approval.

(2) Fails to comply. If the Storm Water Administrator finds that the application fails to comply with the standards of this chapter, the Storm Water Administrator shall notify the applicant and shall indicate how the application fails to comply. The applicant shall have an opportunity to submit a revised application.

(3) Revision and subsequent review. A complete revised application shall be reviewed by the Storm Water Administrator within 30 working days after its re-submittal and shall be approved, approved with conditions or disapproved. If a revised application is not re-submitted within 30 calendar days from the date the applicant was notified, the application shall be considered withdrawn, and a new submittal for the same or substantially the same project shall be required along with the appropriate fee. One re-submittal of a revised application may be submitted without payment of an additional permit review fee. Any re-submittal after the first re-submittal shall be accompanied by a permit review fee additional fee, as established pursuant to this chapter.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.022 APPLICATIONS FOR APPROVAL.

(A) Concept plan and consultation meeting. Before a Storm Water Management Permit application is deemed complete, the developer shall schedule a consultation with the Storm Water Administrator on a concept plan for the post-construction storm water management system to be utilized in the proposed development project. This consultation meeting should take place at the time of the preliminary plan of subdivision or other early step in the development process. The purpose of this meeting is to discuss the post-construction storm water management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential approaches to storm water management designs before formal site design engineering is commenced. Local watershed plans, the Unified Development Ordinance and other relevant resource protection plans should be consulted in the discussion of the concept plan. To accomplish this goal, the following information should be included in the concept plan, which should be submitted in advance of the meeting.

(1) Existing conditions/proposed site plans. Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography, perennial and intermittent streams, mapping of predominant soils from soil surveys (if available), boundaries of existing predominant vegetation; proposed limits of clearing and grading and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.

(2) Natural resources inventory. A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover,

geologic features, topography, wetlands and native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as lakes, ponds, flood plains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks and the like). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development and storm water management.

(3) Storm Water Management System Concept Plan. A written or graphic concept plan of the proposed post-development storm water management system including preliminary selection and location of proposed structural storm water controls, low-impact design elements, location of existing and proposed conveyance systems such as grass channels, swales and storm drains, flow paths, location of flood plain/floodway limits, relationship of site to upstream and downstream properties and drainages and preliminary location of any proposed stream channel modifications, such as bridge or culvert crossings.

(B) Storm Water Management Permit application. The storm water management permit application shall detail how post-development storm water runoff will be controlled and managed and how the proposed project will meet the requirements of this chapter, including §§ 53.040 through 53.043. All such plans shall be prepared by a qualified registered North Carolina professional engineer and the engineer shall perform services only in his or her area of competence, and shall verify that the design of all storm water management facilities and practices meets the submittal requirements for complete applications, that the designs and plans are sufficient to comply with applicable standards of this chapter and policies found in the Design Manual, and that the designs and plans ensure compliance with this chapter. The submittal shall include all of the information required in the submittal checklist established by the Storm Water Administrator. Incomplete submittals shall be treated pursuant to § 53.021(E).

(C) As-built plans and final approval.

(1) Upon completion of a project, and before a certificate of occupancy shall be granted, the applicant shall certify that the completed project is in accordance with the approved storm water management plans and designs, and shall submit actual “as built” plans for all storm water management facilities or practices after final construction is completed. Electronic versions of the “as-built” plans shall accompany any hard copy submittal of plans.

(2) The plans shall show the final design specifications for all storm water management facilities and practices and the field location, size, depth and planted vegetation of all measures, controls and devices, as installed. The designer of the storm water management measures and plans shall certify, under seal, that the as-built storm water measures, controls and devices are in compliance with the approved storm water management plans and designs and with the requirements of this chapter. A final inspection and approval by the Storm Water Administrator shall occur before the release of any performance securities.

(D) Other permits. No certificate of compliance or occupancy shall be issued by the Cabarrus County Commerce Department without final as-built plans and a final inspection

and approval by the Storm Water Administrator, except where multiple units are served by the storm water practice or facilities, in which case the Cabarrus County Commerce Department may elect to withhold a percentage of permits or certificates of occupancy until as-built plans are submitted and final inspection and approval has occurred.

(Ord., passed 5-11-09; Am. Ord., passed 9-13-21)

§ 53.023 APPROVALS.

(A) Effect of approval. Approval authorizes the applicant to go forward with only the specific plans and activities authorised in the permit. The approval shall not be construed to exempt the applicant from obtaining other applicable approvals from local, state and federal authorities.

(B) Time limit/expiration. An approved plan shall become null and void if the applicant fails to make substantial progress on the site within one year after the date of approval. The Storm Water Administrator may grant a single, one-year extension of this time limit, for good cause shown, upon receiving a written request from the applicant before the expiration of the approved plan. In granting an extension, the Storm Water Administrator may require compliance with standards adopted since the original application was submitted unless there has been substantial reliance on the original permit and the change in standards would infringe the applicant's vested rights.

(Ord., passed 5-11-09; Am. Ord., passed 9-13-21)

§ 53.024 RIGHT OF APPEAL.

(A) Procedure.

(1) Any application request for a variance shall be filed with the Storm Water Administrator for transmittal to the Town Council.

(2) The Town Council shall conduct a hearing on the appeal pursuant to the procedures established in G.S. § 160A-388b or § 3.1.8 of the town's United Development Ordinance.

(3) The Storm Water Board of Adjustment's decision shall be considered a final decision after the Board approves the official minutes containing such during an official meeting and filed with the Town Clerk.

(B) Filing of appeal and procedures.

(1) Appeals shall be taken within the specified time by filing a notice of appeal and specifying the grounds for appeal on forms provided by the town. The Storm Water Administrator shall forthwith transmit to the Town Council all documents constituting the record on which the decision appealed from was taken.

(2) The hearing conducted by the Town Council shall be conducted in the nature of a quasi-judicial proceeding with all findings of fact supported by the competent material evidence.

(C) Review by Superior Court. Every decision of the Town Council shall be subject to Superior Court review by proceedings in the nature of certiorari. Petition for review by the Superior Court shall be filed with the Clerk of Superior Court within 30 days after the later of the following:

(1) The decision of the Town Council is filed; or

(2) A written copy thereof is delivered to every aggrieved party who has filed a written request for such copy with the Storm Water Administrator at the time of its hearing of the case.

(D) Appeal. An aggrieved person may appeal to the Town Council any action taken by the Storm Water Administrator pursuant to this section.

(Ord., passed 5-11-09; Am. Ord., passed 9-13-21)

STANDARDS

§ 53.040 GENERAL STANDARDS.

(A) All development and redevelopment to which this chapter applies shall comply with the standards of this section.

(B) Projects shall be considered low density if it contains no more than 24% built- upon area or no more than two dwelling units per acre; otherwise, it shall be considered high density. The following requirements shall apply to the calculation of project density:

(1) Project density shall be calculated as the total built-upon area divided by the total project area.

(2) A project with existing development may use the calculation method in Sub-301(A) or shall have the option of calculating project density as the difference of total built- upon area minus existing built- upon area divided by the difference of total project area minus existing built-upon area.

(C) SCMs shall be designed, constructed and maintained so that the project achieves either runoff treatment or runoff volume match. For high density projects designed to achieve runoff treatment, the required storm depth shall be one inch.

(D) Storm water runoff from the development shall be transported from the development by vegetated conveyances to the maximum extent practicable.

(E) Post-development discharges from development shall minimize downstream private and public property damage resulting from flooding and impact to the performance of public infrastructure.

(F) The approval of the storm water permit shall require an enforceable restriction on property usage that runs with the land, such as recorded deed restrictions or protective covenants, to ensure that future development maintains the site consistent with the approved plans.

(G) All development to which this chapter applies shall comply with the standards set forth in § 15 of Article 4 of the town's Unified Development Ordinance, titled River/Stream Overlay (RSOD) District and pertaining to the preservation of natural vegetated or re-vegetated areas along designated streams and rivers. Approval of a storm water plan shall be granted on adherence of the standards of § 4.15 of the town's Unified Development Ordinance. New storm water outfalls resulting from development authorized under this chapter shall be constructed to discharge their storm water as sheet flow prior to entering the riparian buffer.

(H) All development to which this chapter applies shall comply with the soil erosion and sedimentation control standards, where applicable, and administered by North Carolina Department of Environmental Quality.. A storm water permit shall be granted to the development once the development has received an approved erosion control permit and registered a copy of the permit and plan with the Storm Water Administer.

(I) All development shall comply with the town's zero net fill requirement. Net fill shall not be permitted on any lot or parcel of property, or any part thereof, located within a critical drainage area or within the 100-year floodplain as designated on the most current FEMA floodplain map, without express written consent of the Engineering and Public Works Director or his or her designee.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.041 DEVELOPMENT STANDARDS FOR LOW DENSITY PROJECTS.

This section shall be applicable to all development, pursuant to § 53.005(A), unless exempt pursuant to § 53.005(B). The development shall implement design criteria that comply with each of the following standards:

(A) Drainage systems shall be designed to maximize dispersed flow through vegetated areas and minimize channelization of flow.

(B) Stormwater that cannot be released as dispersed flow shall be transported by vegetated conveyances. A minimal amount of non-vegetated conveyances for erosion protection or piping for driveways or culverts under a road shall be allowed by the permitting authority when it cannot be avoided. Vegetated conveyances shall meet the following requirements:

(1) Side slopes shall be no steeper than 3: 1 (horizontal to vertical) unless it is demonstrated to the town that the soils and vegetation will remain stable in perpetuity based on engineering calculations and on-site soil investigation: and

(2) The conveyance shall be designed so that it does not erode during the peak flow from the ten-year storm as demonstrated by engineering calculations.

(C) Low density projects may use curb and gutter with outlets to convey storm water to grassed swales or vegetated areas. Requirements for these curb outlet systems shall be as follows:

(1) The curb outlets shall be designed such that the swale or vegetated area can carry the peak flow from the ten-year storm at a non-erosive velocity.

(2) The longitudinal slope of the swale or vegetated area shall not exceed 5%, except where not practical due to physical constraints. In these cases, devices to slow the rate of runoff and encourage infiltration to reduce pollutant delivery shall be provided.

(3) The swale's cross-section shall be trapezoidal with a minimum bottom width of two feet.

(4) The side slopes of the swale or vegetated area shall be no steeper than 3:1 (horizontal to vertical).

(5) The minimum length of the swale or vegetated area shall be 100 feet; and

(6) Low density projects may use treatment swales designed pursuant to the Drainage Manual in lieu of the requirements specified in divisions (C)(1) through (5) above.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.042 DEVELOPMENT STANDARDS FOR HIGH DENSITY PROJECTS.

This section shall be applicable to all development. pursuant to § 53.005(A), unless exempt pursuant to § 53.005(B). The development shall implement design criteria that comply with each of the following standards:

(A) Post-development peak discharges must be controlled to pre-development discharges for, at a minimum, the one-year, 24-hour storm and the ten-year, 24-hour storm.

(B) SCMs shall be designed, constructed and maintained so that the development achieves runoff treatment.

(C) Storm water runoff from off-site areas and existing development shall not be required to be treated in the SCM. Runoff from off-site areas or

existing development that is not bypassed shall be included in the sizing of on-site SCMs at its full built-out potential.

(D) A development that controls runoff through an off-site SCM shall be allowed on a case-by-case basis as determined by the town if the off-site SCM meets the provisions of the minimum design criteria.

(E) SCMs shall meet the relevant minimum design criteria set forth in 15A NCAC 2H.1050 through .1062, except in accordance with Item (6) of 15A NCAC 2H.1003.

(F) When new built-upon area is added to existing development or existing development is replaced with new built-upon area, only the area of net increase shall be subject to this section.

(Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.043 STANDARDS FOR STORM WATER CONTROL MEASURES.

(A) Evaluation according to contents of Design Manual. All SCMs and storm water management practices required under this chapter shall be evaluated by the Storm Water Administrator according to the policies, criteria and information, including technical specifications and standards and the specific design criteria for each SCMs and storm water management practices, in the Design Manual. The Storm Water Administrator shall determine whether specific types and applications of SCMs and storm water management practices will be adequate to meet the requirements of this chapter. Guidance on selecting an appropriate SCMs and storm water management practices is provided in the Design Manual.

(B) Determination of adequacy; presumptions and alternatives. SCMs and storm water management practices that are designed, constructed and maintained in accordance with the criteria and specifications in the Design Manual will be presumed to meet the minimum water quality and quantity performance standards of this chapter. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with the criteria and specifications in the Design Manual, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this chapter. The Storm Water Administrator may require the applicant to provide the documentation, calculations and examples as necessary for the Storm Water Administrator to determine whether such an affirmative showing is made.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.044 VARIANCES.

(A) Any person may petition the Town Council for a variance granting permission to use the person's land in a manner otherwise prohibited by this chapter. To qualify for a variance, the petitioner must show all of the following:

- (1) Unnecessary hardships would result from strict application of this chapter;

(2) The hardships result from conditions that are peculiar to the property, such as the location, size or topography of the property;

(3) The hardships did not result from actions taken by the petitioner; and

(4) The requested variance is consistent with the spirit, purpose and intent of this chapter will secure public safety and welfare and will preserve substantial justice.

(B) The Town Council may impose reasonable and appropriate conditions and safeguards upon any variance it grants.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

MAINTENANCE

§ 53.060 GENERAL STANDARDS.

(A) Function of BMPs as intended. The owner of each SCM installed pursuant to this chapter shall maintain and operate it to preserve and continue its function in controlling storm water quality and quantity at the degree or amount of function for which the SCM was designed.

(B) Annual maintenance inspection and report. The person responsible for maintenance of any SCM installed pursuant to this chapter shall submit to the Storm Water Administrator an inspection report from a qualified registered North Carolina professional engineer performing services only in his or her area of competence. The inspection report, at a minimum, shall contain all of the following:

(1) The name and address of the land owner;

(2) The recorded book and page number of the lot of each SCM;

(3) A statement that an inspection was made of all SCMs;

(4) The date the inspection was made;

(5) A statement that all inspected SCMs are performing properly and comply with the terms and conditions of the approved maintenance agreement required by this chapter;

(6) The original signature and seal of the engineer inspecting the SCMs; and

(7) Digital photographs of the SCMs and pertinent components integral to its operation, including, but not limited to, inlet/outlet control structures, downstream receiving channel/area, embankments and spillways, safety features and vegetation. All inspection reports shall be on forms supplied by the Storm Water Administrator. An original inspection report shall be provided to the Storm Water Administrator beginning one year

from the date of as-built certification and each year thereafter on or before the date of the as-built certification or as determined by the Storm Water Administrator.

(C) Maintenance easement. Every SCM installed pursuant to this chapter shall be made accessible for adequate maintenance and repair by a maintenance easement. The easement shall be recorded on the plans and included as an attachment with the operation and maintenance agreement. The easement's terms shall specify who may make use of the easement and for what purposes.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.061 OPERATION AND MAINTENANCE AGREEMENT.

(A) In general.

(1) Prior to the conveyance or transfer of any lot or building site to be served by a SCM pursuant to this chapter, and prior to issuance of any permit for development requiring a SCM pursuant to this chapter, the applicant or owner of the site must execute an operation and maintenance agreement that shall be binding on all subsequent owners, of the site, portions of the site and lots or parcels served by the SCM. Until the transference of all property, sites or lots served by the SCM, the original owner or applicant shall have primary responsibility for carrying out the provisions of the maintenance agreement.

(2) The operation and maintenance agreement shall require the owner or owners to, maintain, repair and, if necessary, reconstruct the SCM and shall state the terms, conditions and schedule of maintenance for the SCM. In addition, it shall grant to the town a right of entry in the event that the Storm Water Administrator has reason to believe it has become necessary to inspect, monitor, maintain, repair or reconstruct the SCM; however, in no case shall the right of entry, of itself, confer an obligation on the town to assume responsibility for the SCM.

(B) The operation and maintenance agreement.

(1) The operation and maintenance agreement must be approved by the Storm Water Administrator prior to plan approval, and it shall be referenced on the final plat and shall be recorded with the county Register of Deeds upon final plat approval. A copy of the recorded maintenance agreement shall be given to the Storm Water Administrator within 14 days following its recordation.

(2) For all SCMs required pursuant to this chapter, the required operation and maintenance agreement shall include all of the following provisions:

(a) Acknowledgment that the owner shall continuously operate and maintain the storm water control and management facilities;

(b) Establishment of an escrow account, which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair or reconstruction of the SCMs. If SCMs are not performing adequately or as intended or are not properly

maintained, the town, in its sole discretion, may remedy the situation, and in such instances, the town shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the owner for sediment removal, structural, biological or vegetative replacement, major repair and reconstruction of the SCMs, provided that the town shall first consent to the expenditure;

(c) Granting to the town a right of entry to inspect, monitor, maintain, repair and reconstruct SCMs;

(d) Allowing the town to recover from the owner any and all costs the town expends to maintain or repair the SCMs or to correct any operational deficiencies. Failure to pay the town all of its expended costs, after 45 days written notice, shall constitute a breach of the agreement. In the case of deficiency, the town shall thereafter be entitled to bring an action against the owner to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs and attorney fees shall be added to the recovery;

(e) A statement that this agreement shall not obligate the town to maintain or repair any SCMs and the town shall not be liable to any person for the condition or operation of SCMs;

(f) A statement that this agreement shall not in any way diminish, limit or restrict the right of the town to enforce any of its ordinances as authorized by law; and

(g) A provision indemnifying and holding harmless the town for any costs and injuries arising from or related to the SCM, unless the town has agreed in writing to assume the maintenance responsibility for the BMP and has accepted dedication of any and all rights necessary to carry out that maintenance.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.062 INSPECTION PROGRAM.

(A) Inspections and inspection programs by the town may be conducted or established on any reasonable basis, including, but not limited to, routine inspections, random inspections, inspections based upon complaints or other notice of possible violations and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records, sampling discharges, surface water, groundwater and material or water in BMPs and evaluating the condition of BMPs.

(B) If the owner or occupant of any property refuses to permit such inspection, the Storm Water Administrator shall proceed to obtain an administrative search warrant pursuant to G.S. §15-27.2 or its successor. No person shall obstruct, hamper or interfere with the Storm Water Administrator while carrying out his or her official duties.

(Ord., passed 5-11-09; Am. Ord., passed 9-13-21)

§ 53.063 PERFORMANCE SECURITY FOR INSTALLATION AND MAINTENANCE.

(A) May be required. The town, at its discretion, may require the submittal of a performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement prior to issuance of a permit in order to ensure that the SCMs are:

- (1) Installed by the permit holder as required by the approved storm water management plan; and/or
- (2) Maintained by the owner as required by the operation and maintenance agreement.

(B) Amount.

(1) Installation. The amount of an installation performance security shall be the total estimated construction cost of the BMPs approved under the permit, plus 25%.

(2) Maintenance. The amount of a maintenance performance security shall be the present value of an annuity of perpetual duration based on a reasonable estimate of the annual cost of inspection, operation and maintenance of the BMPs approved under the permit, at a discount rate that reflects the jurisdiction's cost of borrowing minus a reasonable estimate of long-term inflation.

(C) Uses of performance security.

(1) Forfeiture provisions. The performance security shall contain forfeiture provisions for failure, after proper notice, to complete work within the time specified, or to initiate or maintain any actions which may be required of the applicant or owner in accordance with this chapter, approvals issued pursuant to this chapter or an operation and maintenance agreement established pursuant to this chapter.

(2) Default. Upon default of the owner to construct, maintain, repair and, if necessary, reconstruct any SCMs in accordance with the applicable permit or operation and maintenance agreement, the Storm Water Administrator shall obtain and use all or any portion of the security to make necessary improvements based on an engineering estimate. Such expenditure of funds shall only be made after requesting the owner to comply with the permit or maintenance agreement. In the event of a default triggering the use of installation performance security, the town shall not return any of the unused deposited cash funds or other security, which shall be retained for maintenance.

(3) Costs in excess of performance security. If the town takes action upon such failure by the applicant or owner, the town may collect from the applicant or owner the difference between the amount of the reasonable cost of such action and the amount of the security held, in addition to any other penalties or damages due.

(4) Refund. Within 60 days of the final approval, the installation performance security shall be refunded to the applicant or terminated, except any amount attributable to the cost (plus 25%) of landscaping installation and ongoing maintenance associated with the BMPs covered by the security. Any such landscaping shall be inspected one year after installation

with replacement for compliance with the approved plans and specifications and, if in compliance, the portion of the financial security attributable to landscaping shall be released.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.064 NOTICE TO OWNERS.

The applicable operations and maintenance agreement pertaining to every SCM shall be referenced on the final plat and shall be recorded with the county Register of Deeds upon final plat approval. If no subdivision plat is recorded for the site, then the operations and maintenance agreement shall be recorded with the county Register of Deeds to appear in the chain of title of all subsequent purchasers under generally accepted searching principles.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.065 RECORDS OF INSTALLATION AND MAINTENANCE ACTIVITIES.

The owner of each SCM shall keep records of inspections, maintenance and repairs for at least five years from the date of creation of the record and shall submit the same upon reasonable request to the Storm Water Administrator.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

§ 53.066 NUISANCE.

The owner of each SCM or storm water management practices shall maintain it so as not to create or result in a nuisance condition, such as, but not limited to, flooding, erosion, excessive algal growth, overgrown vegetation, mosquito breeding habitat, existence of unsightly debris or impairments to public safety and health.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21)

ENFORCEMENT AND VIOLATIONS

§ 53.075 GENERAL.

(A) Authority to enforce. The provisions of this chapter shall be enforced by the Storm Water Administrator, his or her designee or any authorized agent of the town. Whenever

this section refers to the Storm Water Administrator, it includes his or her designee as well as any authorized agent of the town.

(B) Violation unlawful. Any failure to comply with an applicable requirement, prohibition, standard or limitation imposed by this chapter, or the terms or conditions of any permit or other development approval or authorization granted pursuant to this chapter, is unlawful and shall constitute a violation of this chapter.

(C) Each day a separate offense. Each day that a violation continues shall constitute a separate and distinct violation or offense.

(D) Responsible persons/entities. Any person who erects, constructs, reconstructs, alters (whether actively or passively) or fails to erect, construct, reconstruct, alter, repair or maintain any structure, BMP, practice or condition in violation of this chapter shall be subject to the remedies, penalties and/or enforcement actions in accordance with this section. Persons subject to the remedies and penalties set forth herein may include any architect, engineer, builder, contractor, developer, agency or any other person who participates in, assists, directs, creates, causes or maintains a condition that results in or constitutes a violation of this chapter, or fails to take appropriate action, so that a violation of this chapter results or persists; or an owner any tenant or occupant, or any other person, who has control over, or responsibility for, the use or development of the property on which the violation occurs. For the purposes of this subchapter, responsible person(s) shall include, but not be limited to:

(1) Person maintaining condition resulting in or constituting violation. An architect, engineer, builder, contractor, developer, agency or any other person who participates in, assists, directs, creates, causes or maintains a condition that constitutes a violation of this chapter, or fails to take appropriate action, so that a violation of this chapter results or persists.

(2) Responsibility for land or use of land. The owner of the land on which the violation occurs, any tenant or occupant of the property, any person who is responsible for storm water controls or practices pursuant to a private agreement or public document, or any person, who has control over, or responsibility for, the use, development of the property.

(Ord., passed 5-11-09; Am. Ord., passed 1-13-20; Am. Ord., passed 9-13-21) Penalty, see § 10.99

§ 53.076 REMEDIES AND PENALTIES.

The remedies and penalties provided for violations of this chapter, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

(A) Remedies.

(1) Withholding of Certificate of Occupancy. The Storm Water Administrator or other authorized agent may refuse to issue a Certificate of Occupancy for the building or other improvements constructed or being constructed on the site and served by the storm water practices in question until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

(2) Disapproval of subsequent permits and development approvals. As long as a violation of this chapter continues and remains uncorrected, the Storm Water Administrator or other authorized agent may withhold, and the town may disapprove, any request for permit or development approval or authorization provided for by this chapter for the land on which the violation occurs.

(3) Injunction, abatements and the like. The Storm Water Administrator, within the written authorization of the town, may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction and order of abatement to correct a violation of this chapter. Any person violating this chapter shall be subject to the full range of equitable remedies provided in the general statutes or at common law.

(4) Correction as public health nuisance, costs as lien and the like. If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits prescribed by G.S. § 160A-193, the Storm Water Administrator, with the written authorization of the town, may cause the violation to be corrected and the costs to be assessed as a lien against the property.

(5) Stop work order. The Storm Water Administrator may issue a stop work order to the person(s) violating this chapter. The stop work order shall remain in effect until the person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order may be withdrawn or modified to enable the person to take the necessary remedial measures to cure such violation or violations.

(B) Civil penalties. Violation of this chapter may subject the violator to a civil penalty to be recovered in a civil action in the nature of a debt if the violator does not pay the penalty within 30 days after notice of the violation is issued by the Storm Water Administrator. Civil penalties may be assessed up to the full amount of penalty to which the town is subject for violations of its Phase II Storm Water Permit.

(C) Criminal penalties. Violation of this chapter may be enforced as a misdemeanor subject to the maximum fine permissible under North Carolina law. Violation of this chapter may be enforced as a misdemeanor in accordance with G.S. § 14-4 with a fine in an amount not to exceed \$500 for each offense.

(Ord., passed 5-11-09; Am. Ord., passed 9-13-21; Am. Ord. passed 4-11-22)

§ 53.077 PROCEDURES.

(A) Initiation/complaint. Whenever a violation of this chapter occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint shall state fully the alleged violation and the basis thereof, and shall be filed with the Storm Water Administrator, who shall record the complaint. The complaint shall be investigated promptly by the Storm Water Administrator.

(B) Inspection. The Storm Water Administrator shall have the authority, upon presentation of proper credentials, to enter and inspect any land, building, structure or premises to ensure compliance with this chapter.

(C) Notice of violation and order to correct.

(1) When the Storm Water Administrator finds that any building, structure or land is in violation of this chapter, the Storm Water Administrator shall notify, in writing, the property owner or other person violating this chapter. The notification shall indicate the nature of the violation, contain the address or other description of the site upon which the violation is occurring, order the necessary action to abate the violation and give a deadline for correcting the violation. If civil penalties are to be assessed, the notice of violation shall also contain a statement of the civil penalties to be assessed, the time of their accrual and the time within which they must be paid or be subject to collection as a debt.

(2) The Storm Water Administrator may deliver the notice of violation and correction order personally, by certified or registered mail, return receipt requested or by any means authorized for the service of documents by Rule 4 of the North Carolina Rules of Civil Procedure.

(3) If a violation is not corrected within a reasonable period, as provided in the notification, the Storm Water Administrator may take appropriate action under this chapter to correct and abate the violation and to ensure compliance with this chapter.

(D) Extension of time. A person who receives a notice of violation and correction order, or the owner of the land on which the violation occurs, may submit to the Storm Water Administrator a written request for an extension of time for correction of the violation. On determining that the request includes enough information to show that the violation cannot be corrected within the specified time limit for reasons beyond the control of the person requesting the extension, the Storm Water Administrator may extend the time limit as is reasonably necessary to allow timely correction of the violation, up to, but not exceeding ten days. The Storm Water Administrator may grant five-day extensions in addition to the foregoing extension if the violation cannot be corrected within the permitted time due to circumstances beyond the control of the person violating this chapter. The Storm Water Administrator may grant an extension only by written notice of extension. The notice of extension shall state the date prior to which correction must be made, after which the violator will be subject to the penalties described in the notice of violation and correction order.

(E) Enforcement after time to correct. After the time has expired to correct a violation, including any extension(s) if authorized by the Storm Water Administrator, the Storm Water Administrator shall determine if the violation is corrected. If the violation is not corrected, the Storm Water Administrator may act to impose one or more of the remedies and penalties authorized by this chapter.

(F) Emergency enforcement. If delay in correcting a violation would seriously threaten the effective enforcement of this chapter or pose an immediate danger to the public health, safety or welfare, then the Storm Water Administrator may order the immediate cessation of a violation. Any person so ordered shall cease any violation immediately. The Storm Water Administrator may seek immediate enforcement, without prior written notice, through any remedy or penalty authorized by this subchapter.

(Ord., passed 5-11-09; Am. Ord., passed 9-13-21)

STORM WATER UTILITY

§ 53.090 FINDINGS.

(A) North Carolina G.S. Ch. 160A, Art. 16 authorizes the town to acquire, construct, establish, enlarge, improve, maintain, own, operate and contract for the operation of storm water management programs designed to protect water quality by controlling the level of pollutants in, and the quantity and flow of storm water and structural and natural storm water and drainage systems of all types.

(B) The establishment, by town ordinance, of a Storm Water Services Utility that shall be called Storm Water Services and accounted for as a separate enterprise fund and will facilitate the provision of a storm water management program.

(C) North Carolina G.S. § 160A-314 authorizes the Town of Harrisburg to establish and revise from time to time a schedule of rates and charges to fund the storm water management program activities including both structural and natural storm water conveyance and drainage system services provided by the Storm Water Services Utility.

(Ord., passed 5-11-09)

§ 53.091 PURPOSE.

This chapter establishes a Storm Water Services Utility as an identified fiscal and accounting fund for the purpose of comprehensively addressing the storm water management needs of the town through programs designed to protect and manage water quality and quantity by controlling the level of pollutants in storm water runoff, and the

quantity and rate of storm water received and conveyed by structural and natural storm water and drainage systems of all types. It sets forth a schedule of charges and defines the control, collection and disbursal of funds including penalties, appeals, exemptions and credits.

(Ord., passed 5-11-09)

§ 53.092 ESTABLISHMENT OF A STORM WATER SERVICES UTILITY AND STORM WATER SERVICES ENTERPRISE FUND.

(A) There is hereby established a town Storm Water Utility that shall be responsible for implementing, operating and administrating the town's storm water management program as defined herein.

(B) There is hereby established a town Storm Water Services Enterprise Fund for the purpose of dedicating and protecting funding applicable to the responsibilities of the Storm Water Services Utility including, but not limited to, rents, rates, fees, charges and penalties as may be established after due notice and a public hearing by the Town Council. Funding may also include other funds transferred or allocated to the Storm Water Services Utility by the Town Council. All revenues and receipts of the Storm Water Management Utility shall be placed in the Storm Water Services Enterprise Fund and all expenses of the utility shall be paid from the Storm Water Services Enterprise Fund, except that other revenues, receipts and resources not accounted for in the Storm Water Services Enterprise Fund may be applied to storm water management activities as deemed appropriate by the Town Council.

(Ord., passed 5-11-09)

§ 53.093 JURISDICTION.

The jurisdiction (service area) of the Storm Water Services Utility shall extend to the corporate limits of the town, including all areas legally annexed thereto.

(Ord., passed 5-11-09)

§ 53.094 IMPERVIOUS SURFACE AREA AND EQUIVALENT RATE UNIT (ERU).

(A) Impervious surface area on a given zoning lot or tract directly relates to the volume, rate and pollutant loading of storm water runoff discharged from that zoning lot or tract to the town's structural and natural drainage systems and facilities. Therefore, impervious surface area shall be the primary parameter for establishing a rate structure to distribute the cost of services associated with the operation, repair, improvement and maintenance of public drainage systems and facilities through a schedule of rates, fees, charges and

penalties related to the operation of a Storm Water Services Utility and Storm Water Services Enterprise Fund as established in § 53.092.

(B) Based on an analysis by the town of impervious surface area on properties throughout the town, an impervious surface area of 2,000 square feet shall be designated as one Equivalent Rate Unit (ERU).

(Ord., passed 5-11-09)

§ 53.095 SCHEDULE OF FEES AND CHARGES.

(A) The schedule of charges provided in the town's annual adopted budget ordinance will apply to storm water fees. These charges will remain in effect until changed by the Town Council.

(B) There will be no service charge for zoning lots or tracts with fewer than 200 square feet of impervious surface area.

(Ord., passed 5-11-09; Am. Ord. passed 8-8-16)

§ 53.096 BILLING AND COLLECTION.

(A) Method of billing. Billing and collection of the Storm Water Services Utility service charges and any other rents, rates, fees, charges and penalties for storm water management services and facilities shall be administered by the Finance Director.

(B) Delinquencies. Storm Water Services Utility service charge billings or other billings for rents, rates, fees, charges and penalties associated with the Storm Water Services Utility shall be declared delinquent if not paid on or before January 5 of the following year that billings are issued. Delinquent billings shall accumulate additional penalties at the rate established by the Town Council and shall run from the date of the original billing. This penalty shall be termed a delinquent payment penalty charge.

(C) Appeal of disputed bills and adjustments. If any citizen wishes to dispute a Storm Water Services Utility service charge billing or any other rents, rates, fees, charges or penalties adopted pursuant to this section, that citizen must submit a written appeal within 60 days of receipt of the billing, stating the reasons for the appeal, and providing information pertinent to the calculation of the billed charge. A timely appeal shall state the penalty deadlines. An appeal of a disputed bill shall be filed with the town's Storm Water Manager for review and disposition. If the citizen is not satisfied with the disposition of the appeal, the citizen may further appeal the disputed charge to the Finance Director or designee who shall make the final ruling on the validity of the appeal.

(D) Collection of delinquencies. The administrative remedies provided in this chapter shall be exhausted before recourse to a court of competent jurisdiction.

(Ord., passed 5-11-09)

§ 53.097 DISPOSITION OF SERVICE CHARGES AND FEES.

Storm Water Services Utility service charge and fee revenues shall be assigned and dedicated solely to the Storm Water Services Enterprise Fund in the town budget and accounting system, which shall be and remain separate from other funds, and shall be used only to fund identified storm water management program activities. The service charges and fees paid to and collected by virtue of the provision of this section shall not be used for general or other governmental or proprietary purposes of the town, except to pay for costs incurred by the town in rendering services associated with the Storm Water Services Utility.

(Ord., passed 5-11-09)

§ 53.098 CREDITS AND EXEMPTIONS.

(A) Credits. Credits against Storm Water Services Utility service charges are an appropriate means of adjusting fees, rates, rentals, charges, fines and penalties, under some circumstances, to account for applicable mitigation measures. Credit mechanisms may be established by the Town Council and, if established, the means and measures for identifying, issuing and obtaining credits will be provided in a credit manual approved by the Town Council. No exception, credit, offset or other reduction in storm water management service charges shall be granted based on age, race, tax status, economic status or religion of the customer, or other condition unrelated to the demand for and cost of services provided by the Storm Water Services Utility.

(B) Exemptions. Except as provided in this section, no public or private property shall be exempt from Storm Water Services Utility service charges, with the following exceptions:

(1) Public road rights-of-way that have been conveyed to and accepted for maintenance by the North Carolina Department of Transportation, and that are available for use by the general public for transportation purposes, shall be exempt from town Storm Water Services Utility service charges;

(2) Public road rights-of-way that have been conveyed to and accepted for maintenance by the town, and that are available for use by the general public for transportation purposes, shall be exempt from town Storm Water Services Utility service charges; and

(3) Railroad rights-of-way used for trackage and related appurtenances shall be exempt from town Storm Water Services Utility service charges.

(Ord., passed 5-11-09)

PET WASTE

§ 53.110 PURPOSE.

(A) Elimination of pet waste. This subchapter establishes requirements for the proper disposal of pet solid waste in the town, so as to protect the public health, safety and welfare, and to prescribe penalties for failure to comply.

(B) Definitions. For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

IMMEDIATE. The pet solid waste is removed at once, without delay.

OWNER or KEEPER. Any person who shall possess, maintain, house or harbor any pet or otherwise have custody of any pet, whether or not the owner of such pet.

PERSON. Any individual, corporation, company, partnership, firm, association, or political subdivision of this state subject to municipal jurisdiction.

PET. A domesticated animal (other than a disability assistance animal) kept for amusement or companionship.

PET SOLID WASTE. Waste matter expelled from the bowels of the pet; excrement.

PROPER DISPOSAL. Placement in a designated waste receptacle, or other suitable container, and discarded in a refuse container which is regularly emptied by the municipality or some other refuse collector; or disposal into a system designed to convey domestic sewage for proper treatment and disposal.

(C) Requirements for disposal. All pet owners and keepers are required to immediately and properly dispose of their pet's solid waste deposited on any property, public or private, not owned or possessed by that person. Disposal of pet waste in the storm drains is prohibited.

(D) Exemptions. Any owner or keeper who requires the use of a disability assistance animal shall be exempt from the provisions of this section while such animal is being used for that purpose.

(E) Violations and penalty. The town hereby requires all homeowners' associations and business to maintain a policy to eliminate improper pet waste disposal to be in compliance with their storm water management permit. All new development applications shall include in the conditions of rezoning a condition that the covenants, conditions, and restrictions of the HOA include a written pet waste policy, and shall be required by this subchapter to maintain pet waste stations throughout any new residential developments.

(Ord., passed 9-13-21)



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of a Supplemental Services Agreement with Exult Engineering, PC for Fuda Creek Greenway Design Services

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to approve the attached Supplemental Services Agreement with Exult Engineering, PC, for an amount not to exceed \$213,150 for design services related to the Fuda Creek Greenway Project.

Description/Background:

The Fuda Creek Greenway consists of approximately 0.5 miles of greenway trail connecting the existing greenway located behind the Courtyards at Robinson Church Development to Somerset Lane.

The Fuda Creek Greenway project represents one section of the overall proposed Fuda Creek Greenway, which staff has been working on for a number of years to make a reality. Town staff has been working closely with the Fenton Dell Homeowner's Association and the adjacent property owners to coordinate the installation of the greenway and to address the safety and aesthetic concerns. This plan is to accommodate through the use of fencing and landscaping. Please note that this design does not account for the fencing and landscaping. Town staff will address this as the project progresses with the individual landowners and HOA. The budget amendment requested takes this into account for the construction phase.

This is the design phase and is anticipated to take 15 months for completion. Once the design is finalized, the construction is anticipated to take between 4–5 months. The overall project completion is anticipated in the Summer of 2028.

The overall project budget currently authorized in the Budget Ordinance and CIP is \$220,000 (\$25,000 professional services / \$195,000 construction), which is sufficient to cover tonight's \$213,150 design contract without a budget amendment. The Town has also been awarded a \$225,000 State appropriation to support the cost of design for this project. A firm construction cost estimate is not yet available and will require further progress in design; once a reliable planning-level estimate is developed, staff will bring the necessary budget and project ordinance amendments — including formal incorporation of the State appropriation — back to Council for approval.

Recommendation:

Staff recommends approval of the attached Supplemental Services Agreement with Exult Engineering, PC, in an amount not to exceed \$213,150 for design services related to the Fuda Creek Greenway Project.

Fiscal Impact:

The fiscal impact of this Supplemental Services Agreement is \$213,150, which is within the \$220,000 currently authorized for this project in the Budget Ordinance and CIP. No budget amendment is requested at this time.

The Town has also been awarded a \$225,000 State appropriation to support the cost of design for this project. The professional services agreement with Exult Engineering, PC meets the requirements of the Qualifications-based selection process and has been approved by the Town attorney.

Attachments:

1. Exult - SSA - 1 - Fuda - 090226



SUPPLEMENTAL SERVICES AGREEMENT NO. 1

TOWN OF HARRISBURG, NORTH CAROLINA SUPPLEMENTAL SERVICES AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES FOR FUDA CREEK GREENWAY PROJECT

SECTION I: PURPOSE

The purpose of this Supplemental Services Agreement (hereinafter “SSA”) is for, Exult Engineering, PC, the Consultant, to provide On-Call general engineering Professional Services, as assigned, in accordance with the Agreement titled, “TOWN OF HARRISBURG, NORTH CAROLINA MASTER SERVICES AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES” between the Town and Exult Engineering, PC, dated August 12, 2026 (hereinafter “Master Services Agreement” or “MSA”).

SECTION II: SCOPE

Services to be provided include, but are not limited to, all tasks outlined in the proposal provided by Exult Engineering, PC, dated August 26, 2026, hereby incorporated into this SSA as Exhibit “A”.

SECTION III: SCHEDULE

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

SECTION IV: PERIOD OF SERVICE

This SSA shall be for a period of 15 months as shown in the project schedule incorporated in the proposal. Consultant shall request any extensions in time in writing for consideration by the Town.

SECTION V: COMPENSATION

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

Billing shall be on a monthly basis in conformance with Section VI of the MSA, and invoices for all compensation owed in accordance with this SSA shall be submitted to the Town with sufficient detail to process the invoice for payment and for a proper pre-audit and post-audit thereof in accordance with Town standards. The total amount billed to the Town under this Supplemental Service Agreement shall not exceed \$213,150.00.

SECTION VI: INSURANCE COVERAGE

Consultant shall provide insurance coverage as provided for in Section VII of the MSA.

SECTION VII: OTHER SPECIAL TERMS

The Town will provide the Consultant all pertinent information and data available to the Town and deemed necessary to perform assigned tasks.

[SIGNATURE PAGE(S) FOLLOW]



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

TOWN OF HARRISBURG:

Exult Engineering, PC

By: _____
Town Manager

By: _____
Signature of Authorized Officer

Date: _____

Printed Name: _____

Title: _____

ATTEST BY:

Date: _____

Town Clerk

ATTEST:

BY: _____
Signature of Authorized Officer

APPROVED AS TO FORM:

Printed Name: _____

Attorney for Town of Harrisburg

Title: _____

SEAL

APPROVAL BY TOWN FINANCE OFFICER

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

Signature



EXHIBIT A

(Scope of Work and Fee Summaries)

Jonathan Young
Public Works Director/Interim
Town Engineer
Town of Harrisburg
5405 Harrisburg Industrial Park Drive
Harrisburg, NC 28075

September 1, 2026

Dear Mr. Young,

Exult Engineering, PC (“Exult” or “Consultant”) is pleased to present this task order scope and fee estimate to the Town of Harrisburg (“Town” or “Client”) for providing transportation engineering services related to the Fuda Creek Greenway project in Harrisburg, NC.

PROJECT OVERVIEW

The Town of Harrisburg, North Carolina, is seeking a scope of service to prepare design plans for the extension of the Fuda Creek Greenway between Somerset Ln and the Courtyards at Robinson Church development along Fuda Creek. The proposed greenway extension will parallel Fuda Creek, which is in a Federal Emergency Management Agency (FEMA) Detailed Study with Floodway. The greenway will be a combination of paved trail, with up to two (2) boardwalk sections, and will be primarily located within the Fenton Dell HOA property, the FEMA regulated floodway, and floodplain along Fuda Creek. The total length of the greenway extension is approximately 0.5 miles.

It is understood the Consultant will prepare preliminary design & final (100%) Construction Documents and submittals will be made via email to the Town’s Project Manager for facilitation of review by Town staff (in lieu of submitting through Accela). It is also our understanding, that currently, the project is locally funded and does not have any state or federal funding.

Exult and its subconsultant, Wetherill Engineering, will provide engineering design services as specifically stated below. The project design process is anticipated to be 15 months as indicated in [Appendix A](#). All designs and deliverables will be performed in accordance with Town, NCDOT, and AASHTO standards and guidelines.

SCOPE OF SERVICES

TASK 1 – PROJECT ADMINISTRATION AND MEETINGS

Exult will coordinate with project team members and Town staff and provide project administration throughout the anticipated fifteen (15) month design project duration. The project schedule will provide sufficient time to obtain approvals from various project stakeholders, including the Town of Harrisburg, adjacent subdivision homeowners, Water and Sewer Authority of Cabarrus County (WSACC), and review agencies. The coordination will consist of regular transmittals of project correspondence; review of analyses, documents and design; and telephone contact for items requiring attention. Other specific meetings and coordination within this task consists of the following:

- Provide Monthly Progress Reports with Invoices (anticipated fifteen (15) month duration)

- Project kick off meeting to review the scope of work, operational requirements and field review walk with the Town
 - Two (2) in-person attendees for a half day field walk
- Conduct field review of survey
 - Two (2) in-person attendees for a half day field walk
- Design Review Meetings with Town (30% and 90%)
 - Each meeting will have two (2) in-person attendees for a 1-hour review meeting
- Conduct field review after 30% Submittal
 - Two (2) in-person attendees for a half day field walk
- Miscellaneous Conference Calls and Coordination
 - This could be used for meetings such as various coordination meetings with Town departments, Water and Sewer Authority of Cabarrus County (WSACC), and/or adjacent stakeholders , etc.
 - Two (2) virtual attendees for up to two (2) 1-hour conference calls
- Support Town staff in meeting with adjacent property owners
 - One (1) in-person attendee for up to three (3) meetings with the Town and adjacent property owners
- Develop a project work plan, summarize the project schedule, and maintain the schedule for the anticipated fifteen (15) month design progress.

DELIVERABLES:

- Monthly invoice and progress report (15 months)
- 30% Review Meeting Notes
- 90% Review Meeting Notes
- Updated project schedule with dates for key milestones

TASK 2A – DESIGN SURVEY

Wetherill Engineering (as a subconsultant to Exult) will be providing Surveying and Mapping. The design survey will provide existing conditions including existing boundaries, planimetric location and mapping, digital terrain mapping, wetland and hydrographic location and mapping, and location of storm and sanitary sewers. Benchmarks will be tied to the North American Datum (NAD) of 1983(2011) and North American Vertical Datum of 1988 (NAVD88). Refer to [FIGURE 1](#) for the proposed survey limits which are approximately 5 acres.

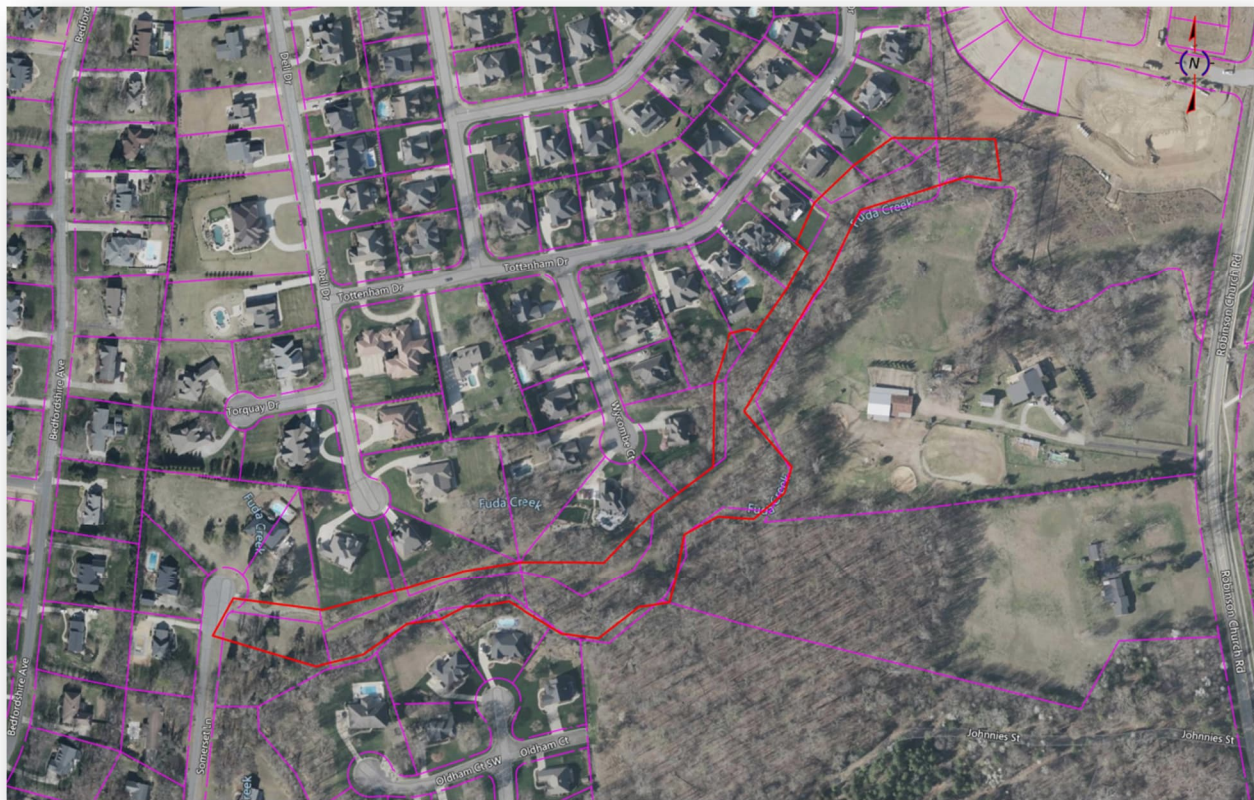


Figure 1: Survey Project Limits – Site Survey boundary shown in red.

Wetherill will collect the location, size and species of any large hardwood trees at least twelve (12") inches diameter at breast high (DBH) in good or better condition for 4 acres within the area between the project limits and 10' from the top of banks of the creek.

See [Appendix B](#) for full scope of surveying services provided by Wetherill Engineering.

DELIVERABLES:

- Final mapping in ORD 2024 at 1"=20' scale and sketches in PDF format.

TASK 2B – PLATTING, MONUMENTATION, AND STAKING

Wetherill Engineering (as a subconsultant to Exult) will be providing platting, monumentation and staking services.

After the 30% preliminary plan submittal, Wetherill will stake the proposed greenway alignment at 50' intervals in anticipation of the field walk that will be conducted described in Task 1.

The intent of this project is to stay within the existing HOA property and sewer alignment for most of the project extents although there may be some areas that slightly fall outside this HOA parcel. For this scope

and fee, it is assumed that 5 total properties will need plats and right of way/easement staking. If additional properties require plats, they will be treated as an additional service.

See [Appendix B](#) for full scope of surveying services provided by Wetherill Engineering.

DELIVERABLES:

- 5 Plats (either 8 ½"x11" or 18"x24")

TASK 3 – PRELIMINARY DESIGN DOCUMENTS

30% PRELIMINARY PLANS AND EOPCC

Upon completion of the survey, the Exult Team will prepare 30% preliminary plans consisting of:

- Cover Sheet including initial site data,
- Existing Condition Sheets,
- Typical Section Sheet(s),
- Greenway Plan Sheets depicting preliminary greenway centerline and edge of pavement, preliminary boardwalk and/or bridge locations, preliminary vertical alignment, preliminary construction limits and preliminary easements.

The proposed alignment will identify, avoid, and possibly preserve significant existing vegetation along the corridor; identify and avoid existing utilities if possible; consider ADA accessibility requirements; identify potential locations that may require fencing or screening; and evaluate standard greenway cross-sections for variable conditions along the route. The designs will be performed in accordance with the applicable Town, NCDOT, ADA, and AASHTO standards and guidelines.

30% PRELIMINARY HYDRAULIC ANALYSIS

As part of the 30% plans, Exult will perform preliminary hydraulic analysis for drainage pipe crossings and boardwalk crossings along the proposed alignment for the greenway plans. There are up to 2 boardwalk crossings anticipated. This analysis will be based upon the topographical information included in the survey and base mapping and supplemented with publicly available information (LiDAR, United States Geological Survey (USGS) Quad maps, Federal Emergency Management Agency (FEMA) information, etc.). The anticipated tasks associated with the preliminary hydraulic evaluation are:

- Conduct field reconnaissance of existing and proposed drainage features and patterns associated with proposed trail pipe crossings and existing ditches.
- Establish grade control elevations for the boardwalk locations. The boardwalk crossings will be analyzed using a single section analysis with the depth of flow based on the Mannings equation to help set the elevation of the boardwalks.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (EOPCC)

The Exult Team will also prepare a 30% Preliminary Engineer Opinion of Probable Construction Cost (EOPCC). The EOPCC will be prepared using NCDOT bid averages and recent bid tabulations for projects of a similar size and nature. Please note that the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over

competitive bidding or market conditions. Opinions of probable construction costs are made on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Client.

It is understood that the Town may desire to provide fencing or potentially landscape screening for properties along the greenway corridor. If landscape plans are needed, they can be provided as an additional service.

Exult will prepare 30% preliminary greenway plans on separate plan and profile sheets at a scale of 1" = 20' horizontal and 1" = 5' vertical.

Exult will submit an electronic 22" x 34" PDF of the 30% Preliminary Greenway Plans and 30% Preliminary EOPCC via email to the Town Project Manager for facilitating review by Town staff. It is assumed that no forms will be required as part of the submittal and being a Town project, any fees for the Town's review will be waived.

As noted in Task 1, Consultant will conduct a 30% Review Meeting with the Town following receipt of all Town comments. Additionally, as noted in Task 1 Consultant will conduct a field walk with the Town to review the alignment which will be staked out under Task 2.

After the 30% review meeting, Exult will make up to one (1) round of revisions to address any horizontal alignment/typical section comments that will impact what is presented to the public and stakeholders as the 30% design. After comments are addressed from the 30% review meeting and field walk review of the horizontal alignment, it is assumed that the horizontal alignment and greenway typical section will not be revised. Any revisions to the horizontal alignment and greenway typical section after the comments from the 30% review meeting are addressed can be provided as an additional service. A full set of revised 30% plans will not be re-issued. Only the greenway sheets that show the horizontal layout and typical sections that are revised will be emailed as a PDF to the Town Project Manager.

DELIVERABLES:

- 30% Preliminary Greenway Plans (22" x 34" PDF)
- 30% Preliminary EOPCC (PDF)
- Revised 30% Greenway Plan Sheet(s) (22" x 34" PDF)

TASK 4 – ENVIRONMENTAL REVIEW

Wetherill Engineering (as a subconsultant to Exult) will be providing environmental review of the project. Wetherill will mobilize to the site and perform a delineation of wetland and stream resources meeting the current definition of Waters of the US (WOTUS) and therefore under the jurisdiction of the Clean Water Act (CWA) within the identified survey corridor (Figure 2). Wetherill will prepare an Aquatic Resources Delineation Report (ARDR) documenting the findings of the field delineation. The report will consist of the required US Army Corps of Engineers (USACE) components including:

- Narrative site information and conditions, methodology, and aquatic resource inventory
- Figures (Vicinity, USGS, Soils, LiDAR, NWI, and Aquatic Resources)
- Data forms documenting identified resources including photographs
- Supporting information as necessary

The ARDR will be submitted to the USACE via their Regulatory Request System as a request for delineation concurrence. No site visit is anticipated or included in this scope. It is assumed that the greenway will avoid impacts to WOTUS and potential requirements under Clean Water Section 404/401, if any. No permit application or agency communication is anticipated or included in this scope.

It is understood, that at this time, the project will be locally funded. As such, no formal documentation for the National Environmental Policy Act (NEPA) or State Environmental Policy Act (SEPA) is included in this scope of services.

See [Appendix C](#) for full scope of services Environmental review services provided by Wetherill Engineering.

DELIVERABLES:

- Sketch, flag number list, and GPS data to assist survey team in locating wetland/open water boundaries
- Aquatic Resources Delineation Report

TASK 5 – FLOOD STUDY

Wetherill (as a subconsultant to Exult) will be providing a flood study to meet the requirements for the floodplain development permit. Since the project is located in two different communities, the Town of Harrisburg and Cabarrus County, a floodplain development permit will be required for each community. The project is expected to encroach into the floodway, which will require hydraulic and hydrological analysis to show the project will not cause an increase in the base flood event. To obtain the permit from the community a no-impact statement will be needed. A no impact statement will require a flood study will be completed to verify there is no increase in the 1% Annual Chance Base Flood Elevation (BFE). Also, it must be proven that the project will not impact the Floodway BFE or Floodway width.

Prior to submitting the 30% plans, the alignment and grade of the greenway will be modeled to verify the design will meet the requirements of the no-impact statement and the town's floodplain development permit. If any changes are needed, Wetherill will coordinate with the trail engineer to make the necessary adjustments. After the 30% plans are approved, Wetherill will complete the no-impact certification package and submit along with the floodplain development permit application to the Town of Harrisburg for approval. Once the floodplain development permit application is approved by the Town of Harrisburg, Wetherill will submit a floodplain development permit application to Cabarrus County.

ASSUMPTIONS:

- It is assumed a no-impact statement will be obtained. If the requirements of the No-impact Statement can't be met and a Conditional Letter of Map Revision (CLOMR) or LOMR is required, Wetherill can provide as additional services.
- All review fees, if required, will be paid by the Town or reimbursed to the Engineer at cost.
- The model will only be updated in the area of the proposed greenway. If the model updates are required outside of the current scoped limits of the greenway or are considered excessive, an additional fee may be required.
- The technical review of the no-impact certification for the Town of Harrisburg will be completed by the North Carolina Floodplain Mapping Program (NCFMP), which is under the North Carolina

Department of Public Safety (NCDPS). Cabarrus County will not require any further technical review of the no-impact certification package.

See [Appendix C](#) for full scope of Flood Study services provided by Wetherill Engineering.

DELIVERABLES:

- Floodplain Development Permit Application submittal to the Town of Harrisburg.
- Floodplain Development Permit Application submittal to Cabarrus County.
- No-Impact Statement based on Flood study.

TASK 6 – STRUCTURAL PERFORMANCE DESIGN

Wetherill (as a subconsultant to Exult) will prepare signed and sealed structural performance design documents for the proposed boardwalks, including typical details, design parameters, foundation reaction loads, and performance specifications. These documents will establish the structural requirements to be used by the Contractor in developing the project-specific boardwalk design.

As part of the construction submittal process, the Contractor shall provide final project-specific boardwalk design plans signed and sealed by the Contractor's engineer and conforming to Wetherill's signed and sealed performance design documents.

See [Appendix D](#) for full structural services being provided by Wetherill Engineering.

DELIVERABLES:

- WEI structure staff will attend up to three (3) calls to discuss structural elements of design based on the assumption of one conference call prior to 30% submittal, one meeting following 30% comments and one meeting following 90% submittal.
- 30% Boardwalk Performance Design Documents, as described above, in PDF Format
- 90% Boardwalk Performance Design Documents, as described above, in PDF Format and draft performance specifications for the boardwalk
- 100% Final Signed and Sealed Boardwalk Performance Design Documents and final performance specifications

TASK 7 – FINAL CONSTRUCTION DOCUMENTS

TASK 7A – FINAL CONSTRUCTION DOCUMENTS (90%)

Exult will address remaining 30% comments, including input from the public meeting, and prepare the 90% Plans consisting of updates as needed to items noted in 30% Plans as well as:

- General Notes and Construction Details
- Drainage Design shown and labeled directly on plans
- Utility conflict identification and coordination recommendations, *if applicable*, labeled on the greenway plan sheets
- Erosion Control Plans

- Structure Plans (refer to Task 6)
- Cross Sections

The designs will be performed in accordance with the applicable Town, NCDOT, ADA, and AASHTO standards and guidelines.

90% HYDRAULIC DESIGN

Exult will develop hydraulic design for proposed ditches to drain low areas adjacent to proposed trail and to replace existing ditches impacted by the proposed trail and evaluate and design revisions to existing hydraulic structures (drop inlets, cross pipes, headwalls) that may be impacted by the proposed trail. Existing drainage patterns will be retained to the extent possible. Exult will finalize hydraulic designs for proposed ditches, storm drainage systems, drop inlet locations, outfall analyses, and final cross pipe designs and draft the proposed drainage features (ditches, cross pipes, inlets, etc.) and all associated labeling on the plan sheets. In addition, the ditches and final cross pipes will be drafted into the trail cross sections and profile sheets. Exult will provide applicable drainage details within the construction plans as needed and prepare a storm drainage calculation package to accompany the 90% Plans submittal.

It is understood that there are several locations where existing shallow (approximately 3" deep or less) ditches flow across the proposed greenway alignment. In these locations, the hydraulic design will propose the shallow ditches to flow over the greenway and greenway material will be concrete in these specific locations.

It is assumed that no structural BMP/SCM will be needed for this project. Theoretical scour computations are not included for the boardwalk crossings because it is assumed to scour effects will be negligible. If either are required, a supplemental may be required.

The proposed greenway will be within the FEMA regulated floodplain and therefore a floodplain permit and no-impact statement will be required (refer to Task 5).

UTILITY CONFLICT IDENTIFICATION AND COORDINATION

The greenway alignment will consider existing utilities and try to avoid impacts to existing utilities to the extent practical. If a conflict cannot be avoided, after the 30% Preliminary Plans, Exult will locate and identify ownership of the private utility(s) impacted. Exult will then conduct up to two (2) coordination meetings, a kickoff and follow-up, in the field with the private utility owner(s) to discuss potential adjustments to the design and/or relocation of private utilities. After receiving relocation plans from private utility owner(s), Exult will note any adjustments and relocations needed on the 90% greenway plans. This task does not include any relocation designs of private or public utilities by the Exult Team. If private or public utility relocation design is necessary, it can be provided as an additional service. Water and Sewer Authority of Cabarrus County (WSACC) will be part of this kickoff meeting and coordination meeting as well. Other utilities that were seen during the scoping field walk were power and communications along Somerset Lane.

EROSION CONTROL PLANS AND PERMITTING

Exult will layout and identify erosion control measures to help minimize erosion and limit sedimentation runoff during construction. The design will be in accordance with the North Carolina Department of Environmental Quality (NCDEQ) and the Town requirements. Consultant will submit to

the NCDEQ Division of Land Quality the necessary application, calculations, and erosion control plans for an erosion control permit. The erosion control plans from the 90% Design Plans will be submitted to NCDEQ following the receipt of comments from the Town on the 90% Design Plans submittal. It is assumed the Consultant will address up to one (1) round of comments from NCDEQ and provide a revised submittal to NCDEQ. It is assumed the project disturbance will not exceed 3-acres and thus the required permit fees for up to 3-acres will be included in the project expenses. Permitting fees associated with erosion control start of construction are not included.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (EOPCC)

The Exult Team will also prepare a 90% Preliminary Engineer Opinion of Probable Construction Cost (EOPCC). The EOPCC will be prepared using NCDOT bid averages and recent bid tabulations for projects of a similar size and nature. Please note that the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs are made on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Client.

PROJECT MANUAL

The Exult Team will develop project technical specifications/project manual in accordance with Town and NCDOT standards. The Town will provide any preferred front-end documentations and specifications, otherwise, Consultant will utilize NCDOT forms and specifications. All permit approvals will be provided in the appendix of the project manual.

Consultant will prepare 90% Design Plans on separate plan and profile sheets at a scale of 1" = 20' horizontal and 1" = 5' vertical. Consultant will prepare preliminary cross sections at a scale of 1" = 10'.

Exult will submit an electronic 22" x 34" PDF of the 90% Greenway Plans, Calculations, EOPCC and Project Manual via email to the Town Project Manager for facilitating review by Town staff. It is assumed that no forms will be required as part of the submittal and being a Town project, any fees for the Town's review will be waived.

As noted in Task 1, Consultant will attend a 90% Review Meeting following receipt of all Town comments.

DELIVERABLES:

- 90% Construction Drawing Submittal to Town PM (Emailed):
 - 90% Greenway Construction Drawing (22" x 34" PDF)
 - 90% Storm Drainage and Erosion Control Calculations (PDF)
 - 90% EOPCC (PDF)
 - Draft Project Manual (PDF)

TASK 7B – FINAL CONSTRUCTION DOCUMENTS (100%)

Following receipt of the Town's Construction Drawing comments, Exult will address up to two (2) rounds of comments on the plans and Project Manual and proceed with submitting the Final 100% Signed and Sealed Construction Set. An electronic 22" x 34" PDF of the Final Signed and Sealed 100%, a PDF copy of the Final Project Manual and EOPCC will be emailed to the Town project manager.

DELIVERABLES:

- 100% Construction Drawing Submittal to Town PM (Emailed):
 - Signed and Sealed 100% Greenway Construction Drawing for (22" x 34" PDF)
 - Signed and Sealed 100% Storm Drainage and Erosion Control Calculations (PDF)
 - Final 100% EOPCC (PDF and Microsoft Excel)
 - Final Project Manual (PDF and Microsoft Word)
- Final CAD drawings (.dwg format)

TASK 8 – LIMITED BID PHASE SERVICES

Consultant will provide limited support during the Bid Phase including attending a pre-bid meeting, providing responses to a reasonable number of contractors' Request for Information (RFI) and email correspondence with Town's project manager. The Town will provide all other bidding phase services including advertisement of the project for bidding. The Town will conduct the pre-bid meeting and issue addenda. The Town will also prepare and issue the bid tabulation and award recommendation summary. Consultant will also provide technical clarification during bid negotiations.

DELIVERABLES:

- Attend pre-bid meeting
 - One (1) in-person attendee for a one (1) hour meeting
- Provide clarification and information for reasonable number of requests by bidders

ADDITIONAL SERVICES

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

- Concept alternatives prior to 30% Plans
- Horizontal greenway alignment revisions based on Client comments after the 30% Review Meeting
- Public meetings or presentations
- SUE Surveys
- Full Boardwalk Design
- Bridge Design
- Geotechnical Evaluations

- Pavement Marking, Signing, Wayfinding and Site Amenity Plans
- Landscape and Hardscape Design, including fencing and screening design
- Easement Acquisition Services
- Construction Phase Services

INFORMATION PROVIDED BY THE CLIENT

The following information/service shall be provided by the Client:

- Video of Existing Culvert Pipes for Existing Conditions Assessment
- Floodplain permit application
- Property Access and Sending Survey Notification Letters
- Coordination with adjacent properties and stakeholders
- Any information regarding known encroachments or unrecorded documents
- Right of way acquisition services
- Any available as-built plans for adjacent neighborhoods
- Any adjacent active project plans (i.e. The Courtyards on Robinson Church)
- Latest version of Town Specifications and Front-End Documents
- Permitting and agency review fees, other than the erosion control design submittal
- Conduct the Pre-Bid Meeting, prepare meeting notes from pre-bid meeting and issue an addendum.
- Bid Tabulation
- Award summary letter

SCHEDULE

The Exult Team will perform the services as expeditiously as practicable and in accordance with the mutually agreed upon schedule included as [Appendix A](#) and understanding that schedule items managed by the Town of Harrisburg or other review agencies are outside of the control of the Exult Team.



FEES AND EXPENSES – BASIC SERVICES

The Town of Harrisburg shall pay Exult Engineering for the services listed in the above “Scope of Services” section. Exult Engineering’s compensation will be a Lump Sum amount of \$213,150.00 based on the following estimated distribution of compensation:

Task	Fee
Task 1: Project Administration and Meetings	\$26,900.00
Task 2A: Design Survey (<i>Wetherill</i>)	\$33,750.00
Task 2B: Platting, Monumentation and Staking (<i>Wetherill</i>)	\$14,500.00
Task 3: 30% Preliminary Plans and EOPCC	\$29,000.00
Task 4: Environmental Review (<i>Wetherill</i>)	\$6,000.00
Task 5: Flood Study (<i>Wetherill</i>)	\$25,000.00
Task 6: Structural Performance Design (<i>Wetherill</i>)	\$14,500.00
Task 7A: Final Construction Documents (90%)	\$41,100.00
Task 7B: Final Construction Documents (100%)	\$18,100.00
Task 8: Limited Bid Phase Services	\$3,200.00
Expenses	\$1,100.00
Total Lump Sum Fee	\$ 213,150.00

Exult may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by Town of Harrisburg.

The Lump Sum includes compensation for Exult’s services and services of Exult's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses.

The portion of the Lump Sum amount billed for Exult’s services will be based upon Exult's estimate of the percentage of the total services actually completed during the billing period.

Period of Service: The compensation amount stipulated above is conditioned on a period of service not exceeding 15 months. If such period of service is extended, the compensation amount for Exult's services will be appropriately adjusted

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Exult project number.

If the Town of Harrisburg requests Additional Services, a supplemental agreement will be created.

Fuda Creek Greenway
Project Schedule

Milestone	Actual and/or Anticipated
Field Scoping/Kickoff Meeting with Town	7/15/2026
Submit DRAFT Scope and Fee to Town	8/17/2026
Complete scope/fee negotiations with Exult	8/21/2026
Town of Harrisburg Town Council Approval of Scope/Fee (2nd Monday)	9/14/2026
Notice to Proceed	9/21/2026
Town Sends out Survey Notifications	9/22/2026
Begin Surveys	10/5/2026
Begin Stream/Wetland Delineations	10/5/2026
Complete Stream/Wetland Delineations	10/26/2026
Agency site visit with USACE (if needed)	TBD
Utility Coord w/ Water and Sewer Authority of Cabarrus County (WSACC)	11/2/2026
Complete Surveys (60 days)	12/4/2026
Submit JD Package to Agencies (if needed)	12/25/2026
Receive JD Approval from USACE	1/26/2027
Submit 30% Plans and Estimate to Town	2/2/2027
Walk Project with Town/HOA to Review in Field	TBD
Receive 30% Comments from Town (2 weeks)	2/16/2027
90% Plans-In-Hand Field Review	4/3/2027
Submit 90% Plans and Estimate to Town	4/17/2027
Submit No-Rise Cert to Town/County/FEMA	4/17/2027
Submit Erosion Control Permit	4/17/2027
Receive 90% Comments from Town (3 weeks)	5/8/2027
Begin Plat Maps (4-5 Parcels)	5/13/2027
Submit Easement Plat Maps to Town for review (2 weeks)	5/27/2027
Receive No-Rise Cert from FEMA	6/1/2027
Receive Easement Plat Map Comments from Town (2 weeks)	6/10/2027
Begin Easement Acquisition/Property Owner Meetings/Negotiations	6/17/2027
Receive Environmental Approvals	8/14/2027
Record Deeds and Maps at Courthouse	10/12/2027
Complete Easement Acquisition (4 months)	10/15/2027
Submit 100% Plans, Specs and Estimate to Town	10/22/2027
Receive 100% Plan Comments from Town (3 weeks)	11/12/2027
Submit Final Plans, Specs and Estimate to Town	11/26/2027
Bid Advertisement	12/10/2027
Pre-Bid Meeting	12/24/2027
Bid Opening	1/10/2028
Town Council Awards Construction Contract (2nd Monday)	2/14/2028
Pre-Construction Conference (45 days)	3/30/2028
Construction Notice to Proceed	4/6/2028
Construction Complete (~4 months)	8/4/2028

Major Milestones
Environmental Permit Milestones
Easement Acquisition



August 25, 2026

Appendix B

Elizabeth Lynch, PE
Exult Engineering
301 S Main Street
Kannapolis, NC 28081

Subject: Geospatial Services Proposal for
Fuda Creek Greenway
Harrisburg, NC
WEI Project #: 26xxx.xx

Wetherill Engineering, Inc. (WEI) is pleased to submit this proposal for geospatial services for the above-referenced project in accordance with your request. Based on our understanding of your request, we offer this proposal for your review, discussion, and acceptance. This proposal includes the purpose and scope of services for the proposed site(s), mapping requirements, assumptions, exclusions, the proposed schedule, terms and conditions, and the project fee.

1.0 PROJECT BACKGROUND

Based on discussions during an internal scoping meeting on July 29th with Exult Engineering, WEI understands that the client has requested Geospatial services to provide Surveying and Mapping

2.0 PURPOSE AND SCOPE OF SERVICES

The purpose of WEI's services is to provide Surveying and Mapping. To achieve this purpose, WEI has organized the proposed scope of services into the following tasks.

Task 2.1 – Mobilization

WEI will mobilize the necessary manpower and equipment from our Hickory office to the project site located in Harrisburg, NC to execute the scope of this proposal.

Task 2.2 - Set Global Positioning System (GPS) control Points

WEI will establish Global Positioning System (GPS) project control monuments within the project limits, shown in Attachment A. The control point(s) will be referenced and adjusted to the North American Datum (NAD) of 1983(2011) or the National Spatial Reference System (NSRS) of 2011, unless otherwise requested by the client. The Control point(s) will be established using the Global Positioning System (GPS) Virtual Reference Station (VRS) or Online Positioning User Service (OPUS) system.

Task 2.3 - Set Horizontal Control

WEI will establish horizontal control points for the project's limits shown in Attachment A. The horizontal control traverse will be referenced and adjusted to the North American Datum (NAD) of 1983(2011) or the National Spatial Reference System (NSRS) of 2011 and will conform to the standard set for third-order Class I surveys (1:10,000), unless otherwise requested by the client. The project coordinates will be localized around one

control point set near one end of the project. The control points will be monumented with #5 rebar or PK nails when located in paved or concrete areas.

Task 2.4 - Set Vertical Control

WEI will establish vertical control points for this project's limits as shown in Attachment A. The vertical control will have a third-order closure accuracy of 0.05 feet times the square root of the distance run in miles and will be based on the North American Vertical Datum (NAVD) of 1988 unless otherwise requested by the client.

Task 2.5 - Set and elevate benchmarks

WEI will install two permanent benchmark(s) within the project site, shown in Attachment A. Once set, WEI will establish control elevations on the benchmarks. The benchmarks will have a third-order closure accuracy of 0.05 feet times the square root of the distance run in miles and will be based on the North American Vertical Datum (NAVD) of 1988 unless otherwise requested by the client.

Task 2.6 - Deed Research

WEI will conduct research by online GIS to establish the tax identification number, property owner's name, and current deed book and page number for 15 properties within the survey limits shown in Attachment A. This research does not constitute a title search and is only used to collect deed information for the subject parcel and surrounding adjoiners. If online services are not available and WEI needs to collect information by other means additional fees may be required an existing deed, plat, and easements search will be performed but will be limited to a grantor/grantee search from the date of the current deed, forward to the executed date of this proposal.

Additional research can be performed to uncover major easements and recorded rights-of-way at an additional fee.

Task 2.7 - Boundary Surveys

To establish property lines for the 15 parcels in Cabarrus County as shown in Attachment A, WEI will perform reconnaissance to attempt to recover and locate existing property corners and irons. Once the property corners have been recovered and located, WEI will utilize the located property corners and deeds collected in the task above or supplied to delineate property lines for the subject parcel or for properties along the project limits as shown in the attachment.

In providing this service, we assume that there will be sufficient monumentation found during the performance of the field portion of the survey to adequately tie into boundaries of the subject property and adjoiners, and no overlaps or encumbrances are discovered. If the area to be surveyed is adversely impacted by the conditions stated above the client shall be notified and a decision will be made as to whether the survey work will be initiated at a potentially higher fee and delayed schedule or the start of fieldwork delayed until site conditions are remedied.

It is understood that the Client hereby grants WEI or represents and warrants (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants, and subcontractors to obtain field information pertinent to the subject project. Any restrictions to access that cause delays in field activities will be billed on a time and material basis in addition to our lump sum fee.

WEI further assumes a maximum of five property corner monuments to be set.

Task 2.8 - Planimetric Location and mapping

WEI will provide field surveys to locate and map planimetric information for 5 acres within the project limits, shown in Attachment A.

The planimetric location and mapping will include the following items, if present and visible:

- Roads, curbs, walks, parking, and paved areas;
- Driveways and alley locations and types (concrete, gravel, asphalt);
- Walls on the project site;
- Limits of wooded areas and limits of vegetation;
- Fences location and type;
- Outbound limits of ponds, lakes, springs, or rivers;
- Plazas, planter beds, benches, and pools and;
- Above-ground utility appurtenances serving the project site.

Task 2.9 - Digital Terrain Mapping

WEI will provide topographic mapping for 5 acres within the project limits as shown in Attachment A. WEI will collect three-dimensional survey data points that will be used to create a triangular irregular network (TIN) to define the existing topography and grades.

As part of this task, WEI will also perform a grid survey at an interval no larger than fifty feet by fifty feet (50' x 50'), where the site's existing grades are uniformly sloped. WEI will also obtain spot elevations at the tops/toes of the slope, intermediate points in washes/streams/creeks, and tops/toes of slope coming back out of washes/streams/creeks, to define cross-sections and break lines.

WEI will complete the field survey to map the topography at a proper scale with 1-foot vertical contours extending to the project limits unless requested by the client.

Task 2.10 - Wetland location and Mapping

WEI will locate approximately ten wetland flags set by others using conventional survey techniques or the Global Positioning System (GPS) Virtual Reference Station (VRS) or Global Positioning System (GPS) Real-time kinematic positioning (RTK) system. Once collected WEI will map the location of the wetland flags and add the locations to the project mapping. If requested WEI can provide a standalone map of the wetland data including tables, bearings, and stream lengths at an additional fee.

Task 2.11 - Hydrographic Location and mapping (creeks, streams, and rivers)

WEI will collect three-dimensional survey cross-sections and required underwater breakpoints where possible for 125 feet of stream or creek. WEI will utilize this information to provide the location of streams and waterways and to create a digital terrain model (DTM) of the hydrographic features (creeks and streams).

Task 2.12 - Locate and Map Storm Sewer

WEI will attempt to identify readily observable storm utility structures that have above-ground appurtenances and/or features within the project limits shown in Attachment A. WEI will then map the location, size, type, and elevation of observable inverts and tops. Please note that we are not proposing to perform utility locating work such as Ground Penetrating Radar (GPR), electromagnetic (EM) surveys, or pipe camera services to aid in the recovery and tracing effort for this task. WEI can provide these services at an additional fee if requested.

Task 2.13 - Locate and Map Sanitary Sewer

WEI will attempt to identify readily observable sanitary sewer utility structures that have above-ground appurtenances and/or features within the project limits, shown in Attachment A. WEI will then map the location, size, type, and elevation of observable inverts and tops. Please note that we are not proposing to perform utility locating work such as Ground Penetrating Radar (GPR), electromagnetic (EM) surveys, or pipe camera services to aid in the recovery and tracing effort for this task. WEI can provide these services at an additional fee if requested.

Task 2.14 - Grand Tree Location

WEI will collect the location, size and species of any hardwood trees considered to be important assets due to their unique or noteworthy characteristics with a size greater than 12-inch caliper at breast height for 4 acres within the area between the project limits and 10 feet from the top banks of the creek, shown in Attachment A. These trees may include large hardwoods (such as oaks, poplars, and maples) in good or better condition.

WEI assumes normal conditions of no more than 5 trees per acre for this task. If the conditions are found to be greater than normal conditions with more than 5 trees per acre, an additional fee may be required.

Task 2.15 - Right-of-way Dedication Platting

WEI will utilize the boundary mapping prepared in the boundary task above to prepare exhibits to be used in the conveyance of easements and rights-of-way necessary for the construction of the Project.

The plats shall meet the requirements of the 21 NCAC 56.1600. The exhibits shall be either 8 ½" by 11" or 18" by 24" and will be drawn to as large a scale as possible for clarity. The plats will show the parcel boundaries and affected 'take' lines, existing easements found during research and rights of way, the proposed easements and rights of way, and the associated table of areas and Line/Curve tables, as needed.

Review comments from the client, client's counsel, and other reviewers shall be delivered to WEI in writing and will be addressed in a single consolidated response with applicable revisions to the survey plats. Additional review comments and/or meetings to discuss these comments will be addressed on a time-and-materials basis.

WEI has assumed there will be only 5 plats required with one revision per plat. Additional plats or revisions will be treated as additional services.

WEI is not responsible for submission of the plats to the necessary jurisdictions.

Task 2.16 - Right-of-way and Easement Monumentation

Prior to ROW acquisition, WEI shall stake and monument the proposed right-of-way and easements as required by the North Carolina Standards of Practice for Land Surveying. The right-of-way shall be permanently monumented by placing 18-inch lengths of #5 rebar at breaks in the right-of-way. Permanent Drainage Easements shall also be monumented with #5 rebar. All temporary easements shall be monumented with 12-inch spikes.

Because the number of right-of-way and easement points to be staked cannot be determined at this time, WEI has assumed there will be only five affected properties with ten points for each requiring staking. The number and location of monuments will be based on the final approved ROW and easement plats.

Task 2.17 - Greenway Stakeout Services

WEI will stake the location of the greenway every 50' within the project limits shown below in Attachment A. The location points will be referenced to the NAD 83(2011) datum unless otherwise requested by the client in writing. The location points will be established using conventional survey techniques or the Global Positioning System (GPS) Virtual Reference Station (VRS) or Global Positioning System (GPS) Real-time kinematic positioning (RTK) system. The points will be staked at 50-foot intervals and breaks in the line for the placement of the above items. WEI will use 36" wooden stakes with the point number, item identification, and cut or fill (if requested) written on the front of the stake.

3.0 PROJECT SAFETY REQUIREMENTS

At WEI, a critical aspect of our corporate culture is performing our services safely. Our safety and health training programs are tailored to address the unique requirements of each project conducted by WEI. This project-centric approach allows us to customize training programs to fit the project.

WEI Project Managers will meet with our team members to go over safety-related issues and draft the Project Safety Plan (PSP). The PSP will address the tasks to be performed on this project as well as potential hazards such as animal encounters, uneven ground, extreme weather conditions, working alone, and working in or around confined spaces. It will also address emergency contact information.

For this project, we assume standard Level D Personal Protective Equipment (PPE) will be required. Neither specialized training nor site-client-specific safety items are proposed for this project.

4.0 PROJECT DELIVERABLES

WEI will provide the final mapping in MicroStation ORD 2024 at 1" = 20' scale, and/or sketches proposed herein in PDF format. A signed and sealed map, if requested, can be furnished for an additional fee.

5.0 ASSUMPTIONS

WEI assumes the following in the preparation of this proposal.

- The Client will ensure that the work area will be clear of all objects and vehicles that would hinder the work and that any obstructions will be moved before the mobilization of WEI personnel;
- The Client will provide WEI with existing plans, reports, and other data required to execute the scope presented herein at the commencement of the project at no additional cost to WEI;
- The Client will gain and/or allow access for any work to be performed;
- It is assumed crews will have access to the site from 7 am to 5 pm during working days;
- Current seasonal conditions and foliage/ground cover conditions will not be an undue impediment to the completion of the fieldwork;
- The effort will be limited to the area defined in Attachment A;
- The scope of services does not include assessment of special environmental conditions such as wetlands, floodplains, or contaminated soils;
- This scope is not intended to provide capacity studies or line conditions; and
- Construction phase services are not included herein.

It is understood that some projects can uncover unknown issues or may require additional work that is not outlined or anticipated in the Scope of Services. WEI will notify the client if these conditions are encountered and if potential additional fees or schedule impacts are required.

6.0 EXCLUSIONS

The following items are excluded from the Scope of Services:

- Additional Right-of-way and Easement Plats (beyond the 5 assumed plats) are not included in the original scope of services and can be performed if requested at a negotiated fee or our standard hourly rates;
- Wetlands mapping (beyond the assumed ten flags) to include location and mapping of wetlands boundaries and area;
- Offsite design surveys for infrastructure or roadway improvements;
- Boundary Surveys, Recombination Surveys, Subdivision surveys, Legal Descriptions, or other property surveys not specified in the Scope of Services;
- Land Title Surveys (ALTA/ACSM Surveys);
- Re-staking lost or destroyed stakes;
- As-built Surveys not outlined in the Scope of Services;
- Submittal fees, approval fees, and recording fees required by government agencies; and
- Expenses for overnight delivery services and local courier services.

Any item not listed in the Scope of Services or any item listed as exclusions above will be deemed as additional services and can be provided at an agreed upon fee if requested by the Client. If any of these items are required/requested, they will be provided (following documentation of the request) at an additional fee using the hourly rates in Attachment B.

7.0 SCHEDULE

The scope, fees, and schedules provided herein are based on our general understanding of the conditions at the project site. It should be noted that the number of trips budgeted may vary based on the actual conditions of the site at the time of the fieldwork request. Conditions may exist that will require special provisions not described herein that would increase the proposed fees and/or delay the schedules.

- We anticipate the initial mobilization to the site within 15 business days from receipt of the Notice To Proceed (NTP). We propose the submittal of initial deliverables within 60 business days and final deliverables within 5 business days of receipt of comments on the initial deliverables.
- Mobilization and delivery time frames shown above are based on schedules at the time of this proposal and the timely receipt of notice to proceed. Additional projects that receive NTP could be placed in front of this project thereby changing the mobilization and submittal dates

It is understood that delays in the schedule may result from weather, property conflicts, or other matters outside of the direct control of WEI. WEI will advise the Client of any variance in the schedule.

8.0 FEE SCHEDULE

WEI will provide the below scope of services for the following fees:

Design Surveys (Tasks 2.1-2.14) – Lump Sum fee of	\$33,750
RW Platting (assume 5) (Task 2.15) – \$1,375 per plat	\$6,875
RW/Ease. Monumentation (assume 50 points) (Task 2.16) - \$78 per point	\$3,900
Greenway Staking (Task 2.17) – Lump Sum fee of	\$3,725

WEI will invoice the project at a percent complete up to 100% of the project at the end of each period.

Any additional fee for work will be invoiced at Wetherill's current hourly rates.

9.0 AUTHORIZATION

Our Schedule of Terms and Conditions, which apply to the proposed services, is Attachment C below. Any changes to our Terms and Conditions must be agreed to in writing by both parties before authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

10.0 CLOSING

Elizabeth Lynch – Exult Engineering
WEI Project #: 26xxx.xx
Page 8
August 10, 2026

WEI appreciates this opportunity to offer our professional services to you on this project. We look forward to working with you and are committed to providing the services you require for the successful completion of this project within the time frame required. Please let us know if you have any questions or comments regarding this proposal.

Sincerely,

Wetherill Engineering, Inc.

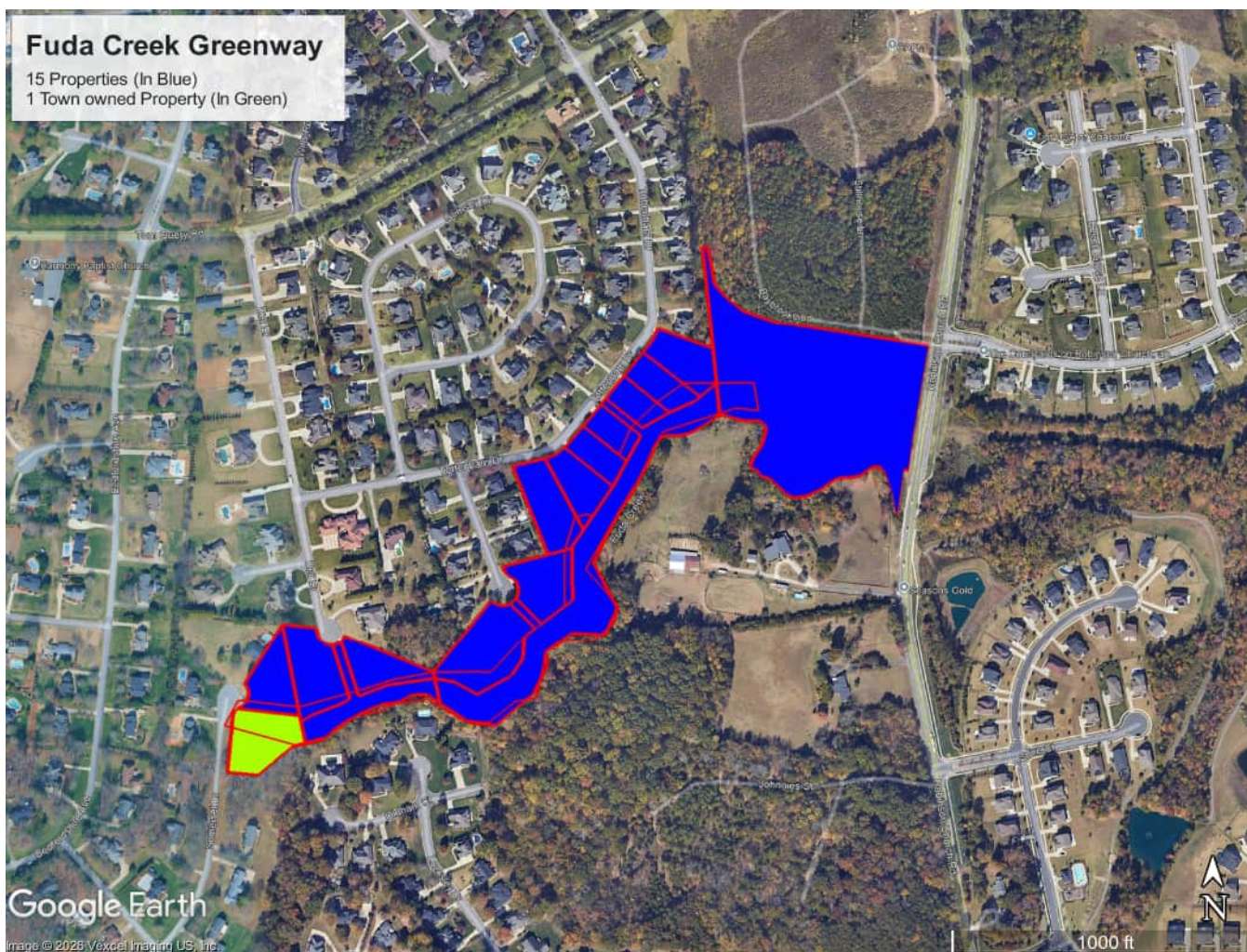
A handwritten signature in blue ink, appearing to read "J. P. Foust", written in a cursive style.

Paul Foust, SI
Geomatics Project Manager

A handwritten signature in blue ink, appearing to read "Andy DeGroat", written in a cursive style.

Andy DeGroat, PLS, CPUL
Hickory Office Manager
Director of SUE Services
Western NC Survey Manager

ATTACHMENT A
PROJECT LIMITS/ SUBJECT PROPERTIES



ATTACHMENT B
WEI'S HOURLY RATE SCHEDULE

**ATTACHMENT B
RATE SCHEDULE
WETHERILL ENGINEERING RATES 2026**

<u>Position</u>	<u>Rate/Hour</u>
Principal in Charge	\$310.00
QA/QC Engineer	\$245.00
Project Manager	\$245.00
Senior Project Engineer/Planner	\$210.00
Professional Land Surveyor	\$245.00
Director of SUE	\$245.00
Project Engineer/Planner	\$165.00
Traffic Control Specialist	\$140.00
Cost Analyst	\$140.00
Two-Man Survey Crew	\$185.00
Two-Man SUE Crew	\$185.00
Project Designer	\$105.00
Engineering Intern	\$100.00
Senior Technician	\$90.00
Technician	\$100.00
Construction Observation	\$85.00
Survey Technician	\$100.00
Survey Project Manager/Sr. CADD Tech	\$135.00
Vacuum Excavation Crew	\$295.00
Travel - Sedan	\$0.76/mile
Travel - Carry All	\$0.78/mile
Travel - Vacuum Truck	\$1.50/mile
UPS	at cost
Xerox Copies	\$0.10/sheet
Bond	\$0.50/sheet
11x17	\$.020/sheet

Hourly rates are subject to adjustment on August 1 of each year per WEI standard practices.

August 25, 2026

Exult Engineering
Attn: Elizabeth Lynch, PE
301 South Main Street
Kannapolis, NC 28081

**SUBJECT: Scope & Fee Proposal for Fuda Creek Greenway Flood Study and Environmental Review,
Harrisburg, NC**

Dear Mrs. Lynch:

Wetherill Engineering Inc. (WEI) is pleased to submit this Scope of Services and Fee Proposal to perform the subject task for Exult Engineering.

BACKGROUND

As a subconsultant to Exult, Wetherill Engineering (WEI) will be providing a flood study and environmental review. The Town of Harrisburg desires to build a 2400' section of greenway called the Fuda Creek Greenway. The greenway will include a combination of paved trails and 2 small (25' or less) bridges/boardwalks. The project will parallel Fuda Creek, which is in a Federal Emergency Management Agency (FEMA) Detailed Study with Floodway.

SCOPE OF SERVICES

FLOOD STUDY

WEI will be providing a flood study to meet the requirements for the floodplain development permit. Since the project is located in two different communities, the Town of Harrisburg and Cabarrus County, a floodplain development permit will be required for each community. The project is expected to encroach into the floodway, which will require hydraulic and hydrological analysis to show the project will not cause an increase in the base flood event. To obtain the permit from the community a no-impact statement will be needed. A no impact statement will require a flood study will be completed to verify there is no increase in the 1% Annual Chance Base Flood Elevation (BFE). Also, it must be proven that the project will not impact the Floodway BFE or Floodway width.

Prior to submitting the 30% plans, the alignment and grade of the greenway will be modeled to verify the design will meet the requirements of the no-impact statement and the town's floodplain development permit. If any changes are needed, WEI will coordinate with the trail engineer to make the necessary adjustments. After the 30% plans are approved, WEI will complete the no-impact certification package and submit along with the floodplain development permit application to the Town of Harrisburg for approval. Once the floodplain development permit application is approved by the Town of Harrisburg, WEI will submit a floodplain development permit application to Cabarrus County.

EXCLUSIONS:

The following items are excluded from the Floodplain Development Permit/Flood Study Scope of Services, but can be added at an additional fee, if needed:

1. CLOMR or LOMR

ASSUMPTIONS:

1. A no-impact statement can be obtained.
2. All review fees, if required, will be paid by the Town or reimbursed to the Engineer at cost.
3. The model will only be updated in the area of the proposed greenway. If the model updates are required outside of the current scoped limits of the greenway or are considered excessive, an additional fee may be required.
4. The technical review of the no-impact certification for the Town of Harrisburg will be completed by the North Carolina Floodplain Mapping Program (NCFMP), which is under the North Carolina Department of Public Safety (NCDPS). Cabarrus County will not require any further technical review of the no-impact certification package.

DELIVERABLES:

1. Floodplain Development Permit Application submittal to the Town of Harrisburg.
2. Floodplain Development Permit Application submittal to Cabarrus County.
3. No-Impact Statement based on Flood study.

FLOOD STUDY FEE: The Lump Sum fee is \$25,000.00.

ENVIRONMENTAL REVIEW

WEI will be providing environmental review for the proposed project. The scope of services for the project is as follows:

1. **WOTUS Field Delineation:** WEI will mobilize to the site and perform a delineation of wetland and stream resources meeting the current definition of Waters of the US (WOTUS) and therefore under the jurisdiction of the Clean Water Act (CWA). This work will include:
 - Delineation of wetlands potentially under the jurisdiction of the CWA. Wetland/upland and/or wetland/open water boundary delineation will be performed and follow current USACE methodologies including the 1987 Wetland Delineation Manual and appropriate regional supplement. The potential jurisdictional boundary of wetland areas will be flagged in the field for surveying, and locations of each flag will be collected using a sub-meter capable GPS unit. Documentation of wetlands will be performed using USACE Wetland Determination Data Sheets.
 - Delineation of streams potentially under the jurisdiction of the CWA. Stream channels will be identified using current USACE methodology including indicators of Ordinary High Water Mark. Representative stream channel points, including top-of-bank, stream

origins & transition points (i.e. intermittent-perennial), and breaks in the channel will be flagged in the field to assist survey of the regulatory top of bank. Locations of each flag will be collected using a sub-meter capable GPS unit. Documentation of streams will be performed using NC Stream Identification Method forms.

- Sketch maps, flag number lists, and GPS data will be provided to survey team to aid in resource location.

2. **Aquatic Resources Delineation Report & Delineation Concurrence:** WEI will prepare an Aquatic Resources Delineation Report (ARDR) documenting the findings of the field delineation. The report will include required US Army Corps of Engineers (USACE) components including:

- Narrative site information and conditions, methodology, and aquatic resource inventory
- Figures (Vicinity, USGS, Soils, LiDAR, NWI, and Aquatic Resources)
- Data forms documenting identified resources including photographs
- Supporting information as necessary

The ARDR will be submitted to the USACE via their Regulatory Request System as a request for delineation concurrence. No site visit is anticipated or included in this scope.

3. **Design Consultation:** WEI environmental staff will review plans and advise design team on adjustments to avoid impacts to WOTUS and potential requirements under Clean Water Section 404/401, if any. No permit application or agency communication is anticipated or included in the scope.

ASSUMPTIONS:

1. Access to the site is provided in writing prior to field work commencing
2. Site conditions allow for accurate delineation to be performed during the field visits. Extreme weather (wet or dry) may delay field work
3. Agent authorization will be provided in writing by the owner prior to agency submittals

DELIVERABLES:

1. Sketch, flag number list, and GPS data to assist survey team in locating wetland/open water boundaries
2. Aquatic Resources Delineation Report

ENVIRONMENTAL REVIEW FEE: The Lump Sum fee is \$6,000.00.

TOTAL PROJECT FEE FOR FLOOD STUDY & ENVIRONMENTAL REVIEW **TOTAL=\$31,000.00**

This fee estimate will be considered valid for four (4) months from the date of the scope. Project costs as shown above are lump sum and will be invoiced on a monthly percentage complete basis.

Thank you for considering Wetherill Engineering for your design needs. We look forward to working with you on this project. Should you have any questions, please do not hesitate to call.

Sincerely,

WETHERILL ENGINEERING, INC.



Kevin B. Alford, PE
Vice President of Operations

August 26, 2026

Elizabeth Lynch, PE
Exult Engineering
301 S. Main Street
Kannapolis, NC 28081

Re: Fuda Creek Greenway Structures, Town of Harrisburg, NC

Dear Ms. Lynch:

Wetherill Engineering Inc. (WEI) is pleased to submit this Scope of Services and Fee Proposal for the subject project.

BACKGROUND

The Town of Harrisburg desires to build a 2400' section of greenway called the Fuda Creek Greenway. The greenway will include a combination of paved trails and 2 small (25' or less) bridges/boardwalks.

SCOPE OF SERVICES

Wetherill Engineering Inc.'s Structures Department (WEI-SD) will provide structural engineering design services for the proposed bridges and boardwalks. Our proposed scope of services for the project will be as follows:

Project Administration, Coordination, and Meetings:

- We will coordinate with Exult Engineering (EE) and WEI's other departments working on the project, mainly the Hydraulics Department, to locate, size, and determine the desired final types for the structures.
- WEI understands there will be coordination calls with the Town. WEI structure staff will attend up to three (3) calls to discuss structural elements of design based on the assumption of one conference call prior to 30% submittal, one meeting following 30% comments and one meeting following 90% submittal.

Geotechnical Evaluation:

- It is our understanding that geotechnical investigation and foundation assessments are additional services.

Design Documents:

- For scoping, it is assumed that there will be two bridges. The bridges are expected to be boardwalk or timber structures. The term boardwalk is meant to describe a type of bridge in general terms.
 - Both bridges are assumed to be 25 feet long or less.
 - For purposes of scoping, the crossings will be handled with either longer span sections of boardwalk-like bridges or multiple spans.
- Boardwalk plans will be developed in two phases: 30% and Final Plans. The 30% phase will consist of typical sections showing the bridge type and any pertinent parameters including but not limited to clear width, rail type, and any standard details and/or minor modifications to standard details. Final Plans will be sealed engineering design drawings that incorporate all review comments by the Town.
- It is our plan to handle timber boardwalks as typical details. WEI will provide conceptual plans showing a typical maximum span of approximately 10 to 12 feet long. The typical details can then be utilized by the Contractor to construct sections of boardwalk as required by the project. Should any span be required that is greater than 12', WEI-SD will coordinate with EE to determine the most appropriate bridge type for the longer span. An example may include the recommendation of a glulam timber beam.
- WEI will provide FE with foundation reaction loads based on span lengths up to lengths in 10-foot increments. A uniform pedestrian load of 90 psf and AASHTO H-5 vehicular loading will be utilized for the calculations. The results will be provided in a table form for inclusion on the plans.
- WEI will address any comments provided by the Town of Harrisburg and Exult Engineering as required from the 30% & 90% phase.
- Plans will be developed in MicroStation, but AutoCAD dwg files will be exported at the end of the project to provide to the Town as required.
- Plans will be provided in PDF format for each submittal.
- WEI-SD will provide technical design specification sections, in Microsoft Word format, to include in the project manual. Specifications will be formatted to match NCDOT specifications unless the Town specifies another format. The final compilation of the project manual is assumed to be handled by Exult Engineering.

Bidding Services:

- WEI will coordinate with EE to address any questions that may arise. In addition, we will provide an addendum, if required, to respond to bidding-related issues and provide clarifications.

Services not included (exclusions):

- WEI-SD engineer is only expected to attend the virtual meetings stated above. Attendance at any additional, unscheduled, in-person, or expanded meetings beyond this baseline is expressly excluded from this lump-sum scope of work.
- Retaining wall design services have not been included in our proposal. If any retaining walls are identified and required as the project progresses, WEI can coordinate with FE and provide them as an additional service.
- All Structure design is assumed to be delegated. This is taken to mean that all final structural design will be performed post bid by the contractor. With this, the following is assumed:
 - Fully design bridge plans will not be produced. Only minor modifications to existing Town of Harrisburg standards and specifications will be evaluated and assembled as required.
 - WEI will not provide an engineer's estimate based on itemized design quantities. Instead, the estimate will be approximate and based on bridge type and overall length.
- All construction administration is assumed to occur under a future task order and is not included in this scope of work. This would include services such as structural-related shop drawings, structural request for information (RFIs), field visits, and material testing.

FEE AMOUNT

WEI will perform the design services as detailed above for a lump sum fee of \$14,500.00. The project will be invoiced monthly on a percentage completed basis. Submitted invoices will include a progress report. Provided the scope and fee are acceptable, work will commence upon receipt of a signed agreement for the project. This fee estimate will be considered valid for 4 months from the date of the scope.

We appreciate the opportunity to provide our services. Please feel free to contact us with any questions.

Sincerely,

WETHERILL ENGINEERING, INC.

Greg Gilland, PE
Transportation Supervisor II



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Resolution Opposing State-Imposed Limits on Local Property Tax Authority

Presenting Personnel:

Robert Donham, Town Manager

Suggested Motion or Action:

Motion to adopt resolution opposing state-imposed limits on local property tax authority, as presented.

Description/Background:

House Bill 1089, enacted as Session Law 2026-5, places a proposed constitutional amendment on the November 3, 2026 statewide ballot requiring the General Assembly to establish limits on increases in local property tax levies. The amendment itself does not establish the amount of the limit or identify specific exceptions; those details would be determined through future legislation if the amendment is approved by voters.

Town Council previously discussed the potential impacts of property tax levy limits on growing communities such as Harrisburg. The proposed resolution expresses support for preserving local revenue flexibility and urges the General Assembly to provide appropriate exceptions for growth, revaluation, voter-approved debt, emergencies, and mandated costs; fully fund State-imposed obligations; and pursue targeted property tax relief rather than broad limits on local revenue authority.

If adopted, the resolution would be transmitted to Harrisburg's legislative delegation, House and Senate leadership, the North Carolina League of Municipalities, and the Town's legislative consultant.

Recommendation:

Staff recommends adoption of the resolution to communicate the Town Council's position regarding local property tax authority and related legislative priorities to the members of the North Carolina General Assembly representing the Town of Harrisburg, the leadership of the North Carolina House of Representatives and Senate, the North Carolina League of Municipalities, and the Town's legislative consultant.

Fiscal Impact:

No direct fiscal impact associated with adoption of the resolution.

Attachments:

1. Resolution against Levy Caps

RESOLUTION NO. 2026-____**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG,
NORTH CAROLINA, OPPOSING STATE-IMPOSED LIMITS ON LOCAL PROPERTY
TAX AUTHORITY AND URGING THE GENERAL ASSEMBLY TO PRESERVE
LOCAL REVENUE FLEXIBILITY, FUND STATE MANDATES, AND PURSUE
TARGETED PROPERTY TAX RELIEF**

WHEREAS, the North Carolina General Assembly has ratified House Bill 1089 as Session Law 2026-5 (May 21, 2026), placing on the November 3, 2026 statewide ballot the question "Constitutional amendment requiring limits on property tax increases by local governments"; and

WHEREAS, if approved, the amendment would revise Article V, Section 2(5) of the North Carolina Constitution to provide that "[t]he General Assembly shall enact general laws limiting the amount by which the levy of taxes on property may increase, which may include exceptions," so that the actual limits - the formula, the benchmarks, the exceptions, and the treatment of new growth, revaluation, voter-approved debt, and emergencies - would be established entirely by future legislation rather than by the amendment itself; and

WHEREAS, the limits the North Carolina Constitution places on the State's own taxation are limits on tax rates, such as the income tax rate cap of Article V, Section 2(6) and not on tax collections, so that State revenues remain free to grow without limit as the State's economy and population grow; House Bill 1089, by contrast, would cap the levy itself, the amount of property tax revenue a local government may collect, regardless of how low the local tax rate is or how often it is reduced, thereby penalizing community growth itself rather than restraining the rate of taxation; and

WHEREAS, the Town Council affirms that the level of government closest to the people is best equipped to make decisions that directly affect their daily lives, and that property tax decisions in Harrisburg are made by locally elected officials who are directly accountable to Town residents through regular elections and through the annual budget process, including a public hearing, required by the Local Government Budget and Fiscal Control Act (Chapter 159 of the General Statutes); and

WHEREAS, the Town of Harrisburg has demonstrated sustained fiscal discipline, maintaining among the lowest property tax rates of any full-service municipality in Cabarrus County, repeatedly holding or reducing its tax rate even as the Town's tax base has grown, while serving one of the fastest-growing communities in the region; and

WHEREAS, property tax revenue is the most stable and locally controlled funding source for the Town's essential services, including police and fire protection, streets, stormwater, and parks and recreation, and for the infrastructure that continued growth requires; and

WHEREAS, municipalities and counties are required, by state law and by practical necessity, to fund services and obligations that the State does not fully fund, and the State has in recent years further constrained local revenues, including by limiting local authority

to charge development-related fees and, beginning October 1, 2027, by withholding a portion of local sales tax distributions to cover federal SNAP cost-sharing obligations under Session Law 2026-41; and

WHEREAS, a constitutional cap on the growth of local property tax levies that is not paired with replacement revenue, relief from unfunded mandates, or workable exceptions would create a structural imbalance in which local governments remain responsible for state-mandated and growth-driven obligations without the revenue authority necessary to meet them; and

WHEREAS, a one-size-fits-all statewide limitation cannot account for the widely varying needs, growth rates, and economic conditions of North Carolina's more than 500 municipalities, and would fall hardest on fast-growing communities such as Harrisburg, where new residents and businesses require new infrastructure and expanded services; and

WHEREAS, the Town Council supports responsible, targeted property tax relief, including expansion of the State's existing homestead exclusion, circuit breaker, and disabled veteran exclusion programs serving senior citizens on fixed incomes, individuals who are totally and permanently disabled, and veterans who are 100% disabled as a result of their service to the United States, as a more effective and fiscally responsible approach than broad, inflexible revenue limitations; and

WHEREAS, new growth should contribute to the cost of the infrastructure and public services it requires, and the General Assembly should equip local governments with adequate tools for that purpose, including authority to implement development impact fees, rather than restricting the principal revenue source available to fund the demands of growth;

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

1. The Town Council affirms its strong support for maintaining local control over property tax decisions, with accountability resting directly with the voters of the Town of Harrisburg, and opposes House Bill 1089 (Session Law 2026-5) and any similar state-imposed cap, limit, or restriction on the revenue authority of counties and municipalities that is not paired with an equivalent limit on the growth of the State's own revenue collections, not merely its tax rates, or equivalent relief from state-imposed obligations.
2. Should the constitutional amendment be ratified, the Town Council urges the General Assembly to ensure that any implementing legislation:
 - (a) includes exceptions for growth from new construction and annexation, general reappraisal, voter-approved debt service, declared emergencies, and the cost of state and federal mandates;
 - (b) preserves the ability of a local governing board, or the voters of a local jurisdiction, to exceed any limit when local needs require; and

(c) is accompanied by full State funding of the services the State requires local governments to provide.

3. The Town Council urges the General Assembly, before restricting local revenue authority in any manner, to first identify and fully fund the unfunded and underfunded mandates it imposes on municipalities and counties.
4. The Town Council urges the General Assembly to enact targeted, State-funded property tax relief for senior citizens, individuals who are totally and permanently disabled, and veterans who are 100% disabled as a result of their service.
5. The Town Council urges the General Assembly to authorize local governments to implement development impact fees so that growth helps pay for the costs of growth.
6. The Town Clerk is directed to transmit certified copies of this resolution to the members of the North Carolina General Assembly representing the Town of Harrisburg, the leadership of the North Carolina House of Representatives and Senate, the North Carolina League of Municipalities, and the Town's legislative consultant.

ADOPTED this ____ day of _____, 2026.

Jennifer Teague, Mayor

Town of Harrisburg, North Carolina

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Ordinance Regulating Electric Assisted Bicycles

Presenting Personnel:

Robert Donham, Town Manager

Suggested Motion or Action:

Motion to adopt ordinance establishing regulations for electric assisted bicycles within the Town of Harrisburg, effective December 1, 2026.

Description/Background:

Session Law 2026-46 establishes new statewide rules for electric assisted bicycles, or e-bikes, effective December 1, 2026. The law creates three classes of e-bikes, generally permits their use on roadways, bicycle lanes, and multiuse paths, and gives municipalities authority to regulate e-bike use on multiuse paths and sidewalks within their limits.

Town Council previously discussed local e-bike regulations during a Council workshop. Based on that discussion, staff and the Town Attorney prepared the proposed ordinance to establish local rules before the new state law takes effect.

The proposed ordinance generally:

- Establishes where the different classes of e-bikes may be operated on multiuse paths, greenways, and sidewalks;
- Establishes a 15 mph maximum speed for e-bikes on multiuse paths, unless otherwise posted, while also requiring riders to operate at a speed appropriate for conditions;
- Requires riders to yield to pedestrians and use care when passing;
- Prohibits e-bike use on unpaved pedestrian and natural-surface trails;
- Requires riders and passengers under age 18 to wear helmets when operating Class 1 or Class 2 e-bikes in areas regulated by the ordinance;
- Establishes civil enforcement beginning with a written warning, followed by a \$25 civil penalty for a second violation and \$50 for subsequent violations within a 12-month period; and
- Updates the Town's existing Parks and Recreation regulations so that electric assisted bicycles are addressed consistently under the new ordinance.

Ordinance enforcement would follow an "educate first" model, utilizing signage and education campaigns with partnering agencies such as the Cabarrus County Sheriff's Office and Cabarrus County Schools, followed by warnings and civil fines after the second and third violations.

The ordinance would become effective **December 1, 2026**, concurrent with the new state law

Recommendation:

Staff recommends adoption of the proposed ordinance to establish local e-bike regulations before the new state requirements become effective December 1, 2026.

Fiscal Impact:

Minor implementation costs are anticipated for signage and public education. These costs are expected to be absorbed within existing operating budgets.

Attachments:

1. Ordinance EBikes Ch75

TOWN OF HARRISBURG, NORTH CAROLINA**ORDINANCE NO. 2026-_____****AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE TOWN OF HARRISBURG TO ESTABLISH CHAPTER 75, ELECTRIC ASSISTED BICYCLES, AND TO AMEND CHAPTER 97, PARKS AND RECREATION, PURSUANT TO N.C.G.S. § 160A-300.2**

WHEREAS, the North Carolina General Assembly, by Section 19 of Session Law 2026-46 (House Bill 1094), amended N.C.G.S. § 20-4.01(7a) to establish a three-class system for electric assisted bicycles and enacted N.C.G.S. § 20-171.3, which, effective December 1, 2026, permits the operation of electric assisted bicycles on all roadways, bicycle lanes, and multiuse paths except as otherwise provided by law;

WHEREAS, N.C.G.S. § 160A-300.2, as enacted by Session Law 2026-46, authorizes a city to regulate the use of electric assisted bicycles on any multiuse path or sidewalk within municipal limits, including restricting the use of a class or classes of electric assisted bicycles and establishing speed limits, and to require the use of a helmet by a person under the age of 18 operating or riding as a passenger on a Class 1 or Class 2 electric assisted bicycle;

WHEREAS, N.C.G.S. § 160A-174 confers on the town general authority to define, regulate, prohibit, and abate acts detrimental to the health, safety, and welfare of its citizens, and N.C.G.S. § 160A-296 confers on the town general authority and control over all public streets, sidewalks, and other ways of public passage within its corporate limits;

WHEREAS, the Town Council finds that the shared use of the Town's multiuse paths, greenway trails, and sidewalks by pedestrians, children, and operators of increasingly fast and numerous electric assisted bicycles presents a substantial public safety concern, and that reasonable, class-based regulation is necessary to protect the health, safety, and welfare of all users;

WHEREAS, the Town contracts with the Cabarrus County Sheriff's Office for law enforcement services, and a clear local ordinance with civil penalties will provide deputies serving the Town an appropriate and proportionate enforcement tool, particularly with respect to minors; and

WHEREAS, the Town Council desires that these regulations take effect concurrently with the State law on December 1, 2026;

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

SECTION 1. A new Chapter 75, "Electric Assisted Bicycles," is hereby added to Title VII of the Town of Harrisburg Code of Ordinances, to read as follows:

CHAPTER 75: ELECTRIC ASSISTED BICYCLES

§ 75.01 PURPOSE AND AUTHORITY.

The purpose of this chapter is to provide for the safe operation of electric assisted bicycles on multiuse paths, greenway trails, and sidewalks within the town, to protect pedestrians and other path users, and to establish proportionate, primarily civil enforcement. This chapter is adopted pursuant to G.S. 160A-300.2, G.S. 160A-174, and G.S. 160A-296, and is intended to operate in harmony with G.S. 20-171.3. This chapter applies to all multiuse paths and sidewalks within the corporate limits of the town, whether publicly or privately owned or maintained, as authorized by G.S. 160A-300.2.

§ 75.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ELECTRIC ASSISTED BICYCLE; CLASS 1, CLASS 2, AND CLASS 3

ELECTRIC ASSISTED BICYCLE. As defined in G.S. 20-4.01(7a), as amended.

A device that lacks fully operable pedals, is equipped with a motor exceeding 750 watts, or is capable of motor-assisted speeds greater than 28 miles per hour is not an electric assisted bicycle and is not authorized to operate under this chapter.

MULTIUSE PATH. Any paved path, trail, or greenway within the town that is designed or designated for shared use by pedestrians and bicycles and is not part of a roadway, including paved greenway trails within town parks.

SIDEWALK. That portion of a street right-of-way or public easement improved and intended for pedestrian use.

DESIGNATED PEDESTRIAN ZONE. Any sidewalk segment or area so designated by resolution of the Town Council and posted with signage, in which heightened pedestrian activity warrants additional restrictions under this chapter.

OPERATOR. Any person riding upon and controlling an electric assisted bicycle.

§ 75.03 OPERATION ON MULTIUSE PATHS AND GREENWAY TRAILS.

(A) Class 1 and Class 2 electric assisted bicycles may be operated on any multiuse path unless otherwise posted.

(B) Class 3 electric assisted bicycles shall not be operated on any multiuse path.

(C) No person shall operate an electric assisted bicycle on a multiuse path at a speed greater than 15 miles per hour, or greater than is reasonable and prudent for conditions, whichever is less, unless a different limit is posted.

(D) An operator shall yield the right-of-way to pedestrians at all times, shall give an audible signal before overtaking and passing a pedestrian or another rider, and shall pass at a safe distance and speed.

(E) No person shall operate an electric assisted bicycle on any unpaved foot path or natural-surface trail maintained for pedestrians.

§ 75.04 OPERATION ON SIDEWALKS.

(A) Class 2 and Class 3 electric assisted bicycles shall not be operated on any sidewalk within the town.

(B) Within a designated pedestrian zone, no person shall operate a Class 2 or Class 3 electric assisted bicycle under motor power without pedaling (throttle operation).

(C) A person operating an electric assisted bicycle on a sidewalk shall proceed at a speed reasonable for pedestrian traffic, shall yield the right-of-way to pedestrians, and shall give an audible signal before overtaking and passing a pedestrian.

§ 75.05 RECKLESS OPERATION.

No person shall operate an electric assisted bicycle on any multiuse path or sidewalk carelessly or heedlessly in willful or wanton disregard of the rights or safety of others, or without due caution and at a speed or in a manner that endangers or is likely to endanger any person or property. No electric assisted bicycle shall carry more persons at one time than the number for which it is designed and equipped.

§ 75.06 HELMETS FOR MINORS.

A person under the age of 18 operating or riding as a passenger on a Class 1 or Class 2 electric assisted bicycle on any multiuse path or sidewalk within the town shall wear a helmet that meets federal safety standards. (Helmet requirements for Class 3 electric assisted bicycles are governed by G.S. 20-171.3(b); helmet requirements for persons under 16 on any bicycle are governed by G.S. 20-171.9.)

§ 75.07 SIGNAGE.

The town shall post signage at greenway trailheads, at principal multiuse path access points, and within designated pedestrian zones giving notice of the material restrictions of this chapter. The townwide provisions of this chapter are enforceable without regard to signage; posted speed limits other than the limit stated in § 75.03(C) and designated pedestrian zone restrictions are enforceable only where posted.

§ 75.08 EXEMPTIONS.

This chapter does not apply to: (A) law enforcement, fire, or emergency medical personnel in the performance of official duties; (B) town employees or contractors operating equipment for maintenance of town facilities; or (C) a person with a mobility disability using an other power-driven mobility device in accordance with the Americans with Disabilities Act.

§ 75.09 ENFORCEMENT AND PENALTIES.

(A) This chapter may be enforced by any law enforcement officer providing law enforcement services to the town, including deputies of the Cabarrus County Sheriff's Office pursuant to the contract referenced in § 70.03, and by the town's Code Enforcement Officer or designee.

(B) A violation of this chapter shall not constitute a misdemeanor or infraction under G.S. 14-4, but shall subject the offender to civil penalties as follows: first violation within any 12-month period, written warning; second violation, \$25; third and subsequent violations, \$50 each.

(C) No parent or legal guardian shall knowingly permit a person under the age of 18 in their care to operate an electric assisted bicycle in violation of this chapter. A violation of this subsection by the parent or guardian is subject to the civil penalty schedule in subsection (B). Where a citation or warning is issued to a minor, a copy shall also be provided or mailed to the minor's parent or guardian where practicable.

(D) Civil penalties shall be delinquent if not paid within 15 days of issuance and may be recovered by the town in a civil action in the nature of debt pursuant to G.S. 160A-175(c). This chapter may also be enforced by any appropriate equitable remedy issuing from a court of competent jurisdiction as provided in G.S. 160A-175(d), and by any combination of remedies as provided in G.S. 160A-175(f).

(E) Nothing in this chapter limits the enforcement of any state law, including Chapter 20 of the General Statutes, against the operator of any vehicle or device, including devices that are not electric assisted bicycles as defined in § 75.02.

SECTION 2. Section 97.01 of the Code of Ordinances, the definition of “VEHICLE,” is amended by adding the following sentence at the end:

“Electric assisted bicycles, as defined in G.S. 20-4.01(7a), are excluded from this definition and shall instead be regulated in accordance with Chapter 75 of this code of ordinances.”

SECTION 3. Section 97.09(A) of the Code of Ordinances is amended to read as follows:

“(A) Drive any vehicle or bicycle on any area except the paved park roads or parking areas, or such areas as may on occasion be specifically designated as temporary parking areas; provided, however, that bicycles and electric assisted bicycles may be operated on paved park roads, and bicycles and Class 1 and Class 2 electric assisted bicycles may be operated on paved multiuse paths and greenway trails within the park, in accordance with Chapter 75 of this code of ordinances;”

SECTION 4. Conflict and Repealer. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 5. Codification. The Town Clerk and the town's code codifier are authorized to codify this ordinance into the Code of Ordinances, to assign

section numbers consistent with the Code's numbering scheme, and to correct scrivener's errors that do not change substance.

SECTION 6. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 7. Effective Date. This ordinance shall become effective December 1, 2026, concurrent with the effective date of Section 19 of Session Law 2026-46, and shall apply to violations occurring on or after that date.

Adopted this ____ day of _____, 2026.

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Town Council Travel and Training Policy

Presenting Personnel:

Robert Donham, Town Manager

Suggested Motion or Action:

Motion to adopt the Town Council Travel and Training Policy as presented.

Description/Background:

Town Council has discussed taking a more active role in legislative advocacy, intergovernmental engagement, and continuing education. The proposed Town Council Travel and Training Policy establishes a consistent framework for funding those activities while ensuring expenditures remain connected to official Town business and a lawful public purpose.

Beginning with FY2027, each Council member, including the Mayor, would have an annual allocation of up to \$2,500 for eligible travel, training, education, and Town-related advocacy expenses. The allocation is a reimbursement and expenditure limit rather than compensation or a stipend, does not transfer between members, and does not carry forward from one fiscal year to the next.

Eligible uses include municipal training and conferences, meetings with state and federal officials, intergovernmental activities, and other travel undertaken in an official Town capacity. The policy restricts political, campaign, personal, and other expenditures that don't serve a Town public purpose, and requires written Town Attorney sign-off before a member incurs any lawful expense that could reasonably be seen as politically or ideologically sensitive. Standard documentation and reimbursement procedures apply.

Recommendation:

Staff recommends adoption of the Town Council Travel and Training Policy to establish a consistent and accountable framework for Council travel, education, and advocacy expenditures.

Fiscal Impact:

The FY2027 budget provides up to \$2,500 for each of the seven Council members and the Mayor, for a maximum annual expenditure of \$20,000. Future allocations will be established through the annual budget process.

Attachments:

1. Council Travel Policy

TOWN COUNCIL TRAVEL AND TRAINING POLICY

Town of Harrisburg, North Carolina

Policy No.: [—]
Adopted: September 14, 2026 (Town Council)
Effective: July 1, 2026 (FY 2026–2027)
Administered by: Town Manager / Finance Department
Status: **DRAFT for Town Council consideration**

1. Purpose

This policy establishes a consistent, transparent framework for the use of Town funds for the travel, education, training, and advocacy activities of members of the Town Council, and creates an annual per-member allocation to support them.

The Town Council intends for its members to be active and visible on behalf of Harrisburg — building relationships with state and federal officials, peer communities, and partner organizations; staying current on the issues that affect the Town; and bringing knowledge, connections, and resources back to the Town’s residents. In particular, the Council intends to take a more active and assertive role in intergovernmental advocacy, including delegation trips to Raleigh and Washington, D.C., to advance the interests of the Town and its residents directly with the General Assembly, the Congress, and state and federal agencies.

The Town encourages this advocacy wherever it bears a direct connection to the Town’s interests and constitutes a lawful public expenditure. As reflected in Section 2, North Carolina law specifically recognizes that a local government’s advocacy for its own interests — including presenting those interests to legislators in pursuit of favorable action — serves a public purpose. This policy is designed to enable and encourage that work, while ensuring that every expenditure satisfies North Carolina law and can be clearly explained to the public.

2. Authority and Legal Framework

Town funds may be expended only as authorized by law and only for a public purpose. This policy is grounded in the following authority:

- **North Carolina Constitution, Article V, § 2(1)** — public funds may be spent “for public purposes only.” The governing public-purpose test is stated in *Maready v. City of Winston-Salem*, 342 N.C. 708 (1996).
- **North Carolina Constitution, Article I, § 32** — “[n]o person or set of persons is entitled to exclusive or separate emoluments or privileges from the community but in consideration of public services.” Public funds may not confer a private benefit on any individual except in consideration of a corresponding public service.
- **N.C. Gen. Stat. § 160A-64** — council members are entitled to reimbursement for “actual expenses incurred in the course of performing their official duties,” or to a fixed allowance for travel and expenses of office, as established through the annual budget ordinance. The

Annual Allocation under this policy is structured as a reimbursement ceiling, not a fixed allowance.

- **Local Government Budget and Fiscal Control Act, N.C. Gen. Stat. § 159-28** — obligations and disbursements are subject to budgetary control and preaudit.
- **N.C. Gen. Stat. §§ 160A-86 and 160A-87** — the Town’s adopted Code of Ethics and the ethics-education requirement for governing-board members.
- **Controlling case law** — North Carolina courts permit local governments to fund their own advocacy for their own interests and informational efforts (*Horne v. Chafin*, 62 N.C. App. 95, aff’d, 309 N.C. 813 (1983); *Bardolph v. Arnold*, 112 N.C. App. 190 (1993)), but prohibit the use of public funds to influence an election (*Dollar v. Town of Cary*, 153 N.C. App. 309 (2002)).

3. Annual Allocation — Council Member Travel & Training Account

- Each member of the Town Council, including the Mayor, is allocated up to **\$2,500 for FY 2026–2027** (July 1 – June 30) for eligible travel, education, and training expenses (the “Annual Allocation”), and thereafter in the amount established by the annual budget ordinance.
- The Annual Allocation is a not-to-exceed reimbursement and expenditure budget for official-duty expenses. It is **not** cash compensation, salary, or a stipend, and no portion is payable to a member as such.
- Allocations are individual and **non-transferable** between members.
- Unexpended amounts **do not carry over** to the next fiscal year and are not paid out.

4. Eligible Expenses (Qualified Public-Purpose Uses)

The Annual Allocation may be used for registration, travel, lodging, and meals for nonpartisan conferences, courses, and training that build a member’s capacity to perform official duties and serve residents, including:

- North Carolina League of Municipalities programs (advocacy and legislative conferences, and regional meetings).
- State and federal legislative advocacy on behalf of the Town, including delegation trips to Raleigh and Washington, D.C. and meetings with the Town’s legislative delegation and state or federal agency officials.
- UNC School of Government courses (for example, *Essentials of Municipal Government*, ethics, finance, and land use).
- Centralina Council of Governments and other intergovernmental or regional meetings.
- Subject-matter training relevant to municipal governance — budgeting and finance, public safety, water and sewer utilities, planning and land use, economic development, open meetings and public records, and parliamentary procedure.
- Training that satisfies the ethics-education requirement under N.C. Gen. Stat. § 160A-87.
- Travel to represent the Town in an official capacity at intergovernmental or Town-related functions.

Eligible cost components are limited to the member’s own registration or tuition; transportation (mileage at the IRS standard rate, or actual coach airfare); lodging at reasonable single-occupancy rates; and meals (at the Town’s per diem, or actual cost with receipts).

5. Ineligible Expenses (Not Qualified)

The Annual Allocation may not be used for:

- Campaign, election, or referendum activity, or any expenditure a primary purpose of which is to influence the outcome of an election (whether or not it expressly advocates for or against any candidate or measure) — including dues, contributions, or fees paid to a political organization under section 527 of the Internal Revenue Code, such as a political party or party committee, a candidate or campaign committee, or a political action committee (see *Dollar v. Town of Cary* and Article V, § 2(1)).
- Registration, dues, sponsorship, or attendance fees for any organization whose **primary purpose is partisan or ideological advocacy**, regardless of viewpoint and on either side of the political or ideological spectrum. An organization's tax classification is not determinative: although such organizations are commonly organized under section 501(c)(4), (c)(5), or (c)(6), the controlling question is the organization's primary purpose and the nature of the activity. Nonpartisan governmental, intergovernmental, and professional associations whose primary purpose is municipal representation, education, or professional development — such as those listed in Section 4 — remain eligible even where they are themselves organized under section 501(c)(4) or (c)(6).
- Political or charitable contributions or donations.
- Lobbying or advocacy on behalf of any interest other than the Town of Harrisburg.
- Personal expenses; alcohol; fines; personal side trips; or travel, lodging, or meals for spouses, family members, or other companions.
- Any expenditure that lacks a public purpose connected to the member's official duties, or that would violate the Town's Code of Ethics (N.C. Gen. Stat. § 160A-86) or any other law.

6. Sensitive Expenditures Requiring Heightened Scrutiny

Some expenditures are legally permissible and carry a legitimate connection to a member's official duties, yet a reasonable member of the public could view them as politically divisive, ideologically oriented, or otherwise controversial. For expenditures in this category — and only where the expenditure is otherwise lawful and serves a public purpose — the member must obtain a written eligibility determination from the Town Attorney (in consultation with the Town Manager) before incurring the expense, and Council members are encouraged to avoid divisive or otherwise sensitive engagements wherever possible. Before committing funds, the member should be satisfied that the expenditure serves a public purpose tied to the duties of the office, and that the member is prepared to explain and publicly defend the expenditure if asked.

Discretion runs to the public defense of a lawful expenditure — not to its legality.

Such a choice reflects the individual member's judgment and is not an endorsement by the Town, the Town Council as a body, the Mayor, or the Town Manager.

This section does not authorize any expenditure that lacks a public purpose or that falls within Section 5; discretion applies only within the bounds of the law.

7. Administration and Reimbursement

- Pre-approval and registration may be arranged through the Town Clerk or Manager's office; alternatively, members may seek reimbursement.

- Each expenditure requires itemized receipts, the event agenda or registration confirmation, and a brief statement of the public-purpose or official-duty connection. The member certifies that the expense complies with this policy. Receipts and the required certification must be submitted within 30 days after the travel or event; absent timely documentation, the cost is the member’s personal responsibility. The certification shall state: “I certify that these expenses were incurred in the performance of official duties and comply with this policy.”
- All expenditures are subject to the budgetary and preaudit requirements of the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-28) and must be within the member’s available Annual Allocation.
- Reimbursement rates follow the Town’s employee travel and per-diem rates. Where the Town has not adopted a rate, the applicable U.S. General Services Administration (GSA) per-diem rate for the destination applies.
- Non-refundable registrations, deposits, or change fees incurred when a member cancels for personal reasons are the member’s personal responsibility, unless the cancellation is for Town business or other good cause approved by the Town Manager.
- Questions of eligibility are resolved by the Town Attorney in consultation with the Town Manager; a member who disagrees with a determination may bring the question to the full Council.

8. Transparency and Reporting

- All expenditures under this policy are public records.

9. Effective Date and Review

- This policy is effective July 1, 2026 (FY 2026–2027) upon adoption by the Town Council.
- The Town Manager will review the policy periodically and recommend adjustments, including the Annual Allocation amount through the budget process.

Adopted by the Town Council of the Town of Harrisburg this _____ day of _____, 2026.

Mayor, Town of Harrisburg

Attest: Town Clerk