



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

**March 11, 2019  
6:00 PM**

**AGENDA**

**1. CALL TO ORDER**

- A. AGENDA ADOPTION
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. SPECIAL PRESENTATIONS
- E. PUBLIC COMMENT - Anyone wishing to address the Town Council may do so during the Public Comment section. Please state your name and address for the record, be courteous and do not repeat what has already been said. Please keep your comments about the subject and not personal in nature.

**2. CONSENT AGENDA**

- A. Consider the minutes of the February 11, 2019 Town Council Meeting.
- B. Consider the minutes of the February 11, 2019 Closed Session.
- C. Consideration of Amendment to FY2019 Budget Ordinance for Town Center Market Analysis
- D. Consideration to Approve Contract for July 4th Celebration Amusements
- E. Consideration of Amendment to FY2019 Budget Ordinance for Town Hall ADA Door Improvements.

**3. COMMUNICATIONS**

- A. TOWN MANAGER'S MONTHLY REPORT
- B. MAYOR'S COMMENTS
- C. COUNCIL COMMENTS

**4. PUBLIC HEARINGS**

**5. OLD BUSINESS**

**6. NEW BUSINESS**

- A. Consideration of Approval of Contract to Replace Sanitary Sewer Pipes in Cabarrus Woods
- B. Consideration to Approve a Contract to Repair Sanitary Sewer Pipes via Cast-In-Place-Pipe (CIPP) in Cabarrus Woods.
- C. Consideration of Approval of Contract for Branded Facility Signage Construction
- D. Consideration of Acceptance of the Deed of the Land for the Future Veterans Park and Related Value.
- E. Consideration of Amendment to FY2019 Budget Ordinance for Town Hall HVAC Repair
- F. Consideration of Law Enforcement Agency Cost Feasibility Study and Related Budget Amendment

7. **ACTION ITEMS**

8. **CLOSED SESSION**

9. **ADJOURNMENT**

---

**Town of Harrisburg's Vision Statement**

Harrisburg will be the best small town in North Carolina based on low density housing, excellent economic opportunities, a safe living environment, and efficient and effective municipal services. Amenities such as excellent recreational programs, adequate open space, attractive shopping opportunities, a diversity of restaurants, and a connected system of roadways, sidewalks, greenways, and bicycle lanes will continue to enhance the quality of life of the Town. These services and amenities will be provided while retaining reasonable tax rates and debt levels.

---



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

**Title:**

Consider the minutes of the February 11, 2019 Town Council Meeting.

**Presenting Personnel:**

**Suggested Motion or Action:**

Motion to approve the minutes of the February 11, 2019 Town Council Meeting.

**Description/Background:**

**Recommendation:**

Staff recommends approval of the minutes of the February 11, 2019 Town Council Meeting.

**Fiscal Impact:**

None

**Attachments:**

1. Minutes February 11, 2019

**TOWN OF HARRISBURG, NORTH CAROLINA  
TOWN COUNCIL MEETING  
MONDAY, FEBRUARY 11, 2019  
6:00 PM**

**MINUTES**

Mayor Steve Sciascia called the meeting to order.

PRESENT: Mayor Steve Sciascia; Mayor Pro-Tem John Booth; Councilmembers Troy Selberg, Diamond Staton-Williams, Benita Conrad, Ron Smith and Christopher Barfield, Rick Russo

**1A.  
AGENDA ADOPTION**

**MOTION:**

Mayor Pro-Tem Booth made a motion to adopt the agenda as presented. Second was made by Councilmember Russo. **The motion passed 7-0.**

**1B.  
INVOCATION**

Councilmember Conrad conducted the invocation.

**1C.  
PLEDGE OF ALLEGIANCE**

**1D.  
SPECIAL PRESENTATIONS**

1. Cabarrus County Chief Deputy James Bailey addressed the Council to introduce himself.

**1E.  
PUBLIC COMMENT**

None

**2.  
CONSENT AGENDA**

- A. Consider the minutes of the January 14, 2019 Town Council meeting.
- B. Consider the minutes of the January 14, 2019 Closed Session.
- C. Proclamation for Black History Month.
- D. Consider amendment to FY2019 Budget Ordinance for Deputies insurance proceeds.
- E. Consider amendment to FY2019 Budget Ordinance for Water Sewer insurance proceeds.
- F. Consider approval of Hawthorne Subdivision request for street acceptance, Phase 1,2,3 and 4 and related value.
- G. Set filing fee for November 2019 election.

**MOTION:**

Councilmember Russo made a motion to approve the Consent Agenda. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

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

- We currently have a remodeling project in progress on the administration side of Town Hall. It should wrap up in a couple of weeks and we ask that everyone be patient with us in the meantime.

- Construction has begun on the Novant Health medical office building across from Town Hall. They plan to open in 2020.
- Tom Polito, our Public Works Director, is retiring and we want to recognize his contribution to the Town over the last few years. His last day will be this Friday.
- Economic Development – Council approved \$40,000 for a market study for development in Town Center and the Morehead West area. It was put on the back burner for a while due to the possibility of development in the Town Center, but we would like to move forward with it at this time. Need direction from Council.

**MOTION:**

Councilmember Selberg made a motion to direct staff to move forward with the study not to exceed \$40,000. Second was made by Councilmember Barfield. **The motion passed 7-0.**

- Recently a resident brought to our attention the need for automatic front door openers on the Town Hall building. This is not a requirement of the ADA, and we test the tension of our doors to make sure they are easy for anyone to open, however it is something we would like to investigate installing. We asked the former owner of the building to install these in years past, but now that we own the building we are free to go ahead with it. The upfit will cost approximately \$12,000 and we can bring a budget amendment for that to Council in March. Council also suggested placing a buzzer on the door into the customer service area.

**MOTION:**

Councilmember Russo made a motion to move forward with installing the automatic door openers and the buzzer. Second was made by Councilmember Selberg. **The motion passed 7-0.**

- Town Center compactor – As everyone knows there is a lot of illegal dumping at the Town Center compactor. The Town currently services the compactor and we have a plan to move it to a more secure location on the HOA property. We have not done this yet because of the proposed development of Town Center. If that moves forward, we may be able to have the developer move it, saving the Town approximately \$100,000. We will be meeting with Waste Pro to see if there is anything else that can be done to help with that area in the meantime.
- The Town got word that we are receiving the NC Department of Labor Gold Safety Award. Several departments also received the Gold award as well, but the Town got an overall Gold award. We really appreciate all our employees and managers do to help us achieve awards like these and for working diligently to provide a safe work environment. Thank you to the HR department for getting us considered for the awards.
- Tom Query/Caldwell Road intersection – We are working on getting an engineer to design a plan to present to NCDOT. The safety studies for this intersection and the one at Hickory Ridge and Stallings Road are not back yet.

**3B.**

**COMMUNICATIONS**

**MAYOR'S COMMENTS**

- We talked recently about providing local HOAs with some verbiage to add to their covenants that would help them restrict rentals in their communities, but not sure where we are on that. Attorney Rich Koch stated that he will work on this.

**3C.**

**COMMUNICATIONS**

**COUNCIL'S COMMENTS**

**Councilmember Russo:**

He attended last month's meeting via telephone and asked Lee Connor to elaborate on the \$183,000 savings on the water tower. Town Manager Brigman stated that the way he understood it is that those dollars are not a true savings. They will be reflected in the net cost once we move forward with construction. The contract the Council approved last month was for the engineering and design. The Public Works Director should have been the one presenting that item because he knew more about it and Mr. Connor was asked to present it last minute so he was presenting the

information he had, but he had very little understanding of the intricacies of the project. Mr. Brigman will get the details out to Council.

#### **4A. PUBLIC HEARING**

**H2018-10 (R) – Public Hearing for Zoning Map Amendment.** Jay Henson on behalf of Henson Foley has submitted a request to rezone approximately 1.29 acres located on the southwest corner of Morris Drive and Patricia Avenue, behind Bojangles. The request is to rezone the property from C-1, Light Commercial and Office to Conditional O-I, Office Institutional. Rezoning of this site to O-I would permit the applicant's desires to build town homes as the principal use of the property. This is a conditional rezoning request. If the rezoning is approved, staff will review the site plan in accordance with our Unified Development Ordinance (UDO). A Preliminary Plat when submitted by the applicant and will be placed on a future Council agenda for consideration and approval. At the December 18th Planning and Zoning Board meeting, the board voted unanimously to recommend approval of the rezoning request by the Town Council. The board also adopted a consistency statement finding the request consistent with the Harrisburg Area Land Use Plan and with the conditions it is reasonable and in the public interest. Planning and Zoning Department staff recommend approval of the rezoning request with the following conditions:

1. Applicant agrees to obtain any and all applicable local, state and federal permits required for development before any development activity can take place. (Planning)
2. Applicant agrees not to use vinyl siding and utilize high quality cladding materials for all buildings such as masonry and wood siding products, to be reviewed and approved by the Town. (Applicant)
3. Applicant agrees to restrict outside storage. (Applicant)
4. Applicant agrees to create a building-to-street relationship along Morris Drive to have the “front look and feel” and building match the elevation as submitted. (Planning)
5. Applicant agrees to continued maintenance of buildings and grounds in the form of deed restrictions, establishment of HOA or restrictive covenants recorded and will run with the land. (Applicant)
6. Applicant agrees to dedicate a fee in lieu of Public Open Space dedication for the 0.37 acres of required Public Open Space, in the amount of \$38,850.03 per acre, for a total of \$14,375.00. All fee in lieu of dedications shall be made to the Town prior to final plat approval. (Parks and Recreation Advisory Board)

Jeff Watson with Sweetwater Assets spoke to the Council concerning the project on behalf of the petitioner. After some discussion, the applicant added condition #7 to the petition: to add fencing on the property line bordering Bojangles.

The public hearing was opened.

Speaking:

- Jeff Watson – Sweetwater Assets - for
- Rodney Dellinger, 3713 Ayrshire Court, Harrisburg – asking questions

The public hearing was then closed.

#### **MOTION:**

Councilmember Barfield made a motion to approve H2018-10 (R) with the conditions as set forth in the staff report as well as the additional condition (#7) added tonight. Second was made by Councilmember Staton-Williams. **The motion passed 5-2 (Councilmembers Booth and Russo voting against).**

The following Consistency Statement was then proposed:

#### **CONSISTENCY STATEMENT:**

Based on the staff report and the staff presentation, and the applicant presentation proposed rezoning is consistent with the provisions of the Harrisburg Area Land Use Plan and it is reasonable and in the public interest.

#### **MOTION:**

Councilmember Barfield made a motion to approve the proposed Consistency Statement. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

**5A.**  
**OLD BUSINESS**  
None

**6A.**  
**NEW BUSINESS**

**Consider amendment to FY2019 Budget Ordinance for contracted Planning services.** Benchmark Planning has provided the Town with contracted Planning services dating back to the end of FY2018. These services were utilized during the period when the Town did not have an acting Planning Director or Town Planner, as well as during the transition period needed by the incoming Planning Director and staff members. Charges for services provided between July 1, 2018 and the last day of service, January 30, 2019, total \$61,300. Calculating the salary and benefits costs of the employee positions that were vacant during that same time was approximately \$89,600. Thus, despite this budget amendment, the Town will recognize savings of approximately \$28,000.

**MOTION:**

Councilmember Conrad made a motion to approve the requested amendment to the FY2019 Budget Ordinance for contracted Planning services. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

**6B.**  
**NEW BUSINESS**

**Consider amendment to the Capital Project Ordinance for the new Harrisburg Veterans Park at Harris Square.** Staff requests Council consider approving a budget amendment in the amount of \$27,450 for permitting, bidding, construction administration and electrical engineering services, to be performed by Stewart Engineering (\$18,500) and Labella Associates (\$8,950) for Harrisburg Veterans Park. These scopes of services were left separate of the original contract with Stewart Engineering, to allow a more transparent and phased approach to the project, while staff and the planning team evaluated unknowns of the project, costs, and overall support of the vision planning process. The tasks detailed in the attached proposals will see the project to being shovel-ready. The costs associated with this proposal, as well the original proposal of \$25,000 have been included into the overall project ordinance budget of \$525,000; for a total of \$52,450 for architectural, design, and construction services.

Staff has a stringent timeline for this project, as follows:

|                             |                                       |
|-----------------------------|---------------------------------------|
| * February 11, 2019:        | Budget Amendment                      |
| * March 4, 2019:            | 100% Construction Documents           |
| * March 5 - April 30, 2019: | Permitting & Bidding                  |
| * May 13, 2019:             | Council Request to Award Contract     |
| * May 27, 2019:             | Ground Breaking (Memorial Day)        |
| * June - October, 2019:     | Construction                          |
| * November 11, 2019:        | Grand Opening Ceremony (Veterans Day) |

**MOTION:**

Councilmember Barfield made a motion to approve the requested amendment to the Capital Project Ordinance for the new Harrisburg Veterans Park at Harris Square. Second was made by Councilmember Selberg. **The motion passed 7-0.**

**6C.**  
**NEW BUSINESS**

**Consider amendment to the FY2019 Budget Ordinance for Harrisburg Elementary fields and Stallings Park improvements and enhancements.** In FY2019, Council approved funding for ADA and facility improvements to the Harrisburg Elementary ball complex and Stallings Park. Due to capital budget constraints, staff modified the capital request to \$125,000 for the improvements, with intentions of utilizing a significant contribution from HCYA to complete the remainder of the project. HCYA has continued to build adequate funds to utilize funding assistance to the Town for this project. The remaining improvements for this project that HCYA funds have been dedicated for are as follows:

- HYA Dedication Monument: \$4,000
- Sod: \$7,000

- Landscaping: \$1,600
- Synthetic Turf: \$7,000
- Containment Walls: \$16,000

The designation of these funds is strictly for the improvements and investment of facilities and programs, as they are associated with our youth sports programs. The HCYA Board has approved the use of these funds unanimously. The project received unanimous support from the Parks and Recreation Advisory Board when originally discussed in Spring of 2018. The project, once complete, will provide significant enhancements to the facility by means of ADA accessibility, function and beautification. Maintenance and other associated costs will be significantly reduced as well.

#### **MOTION:**

Councilmember Conrad made a motion to approve the requested amendment to the FY2019 Budget Ordinance for Harrisburg Elementary fields and Stallings Park improvements and enhancements. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

#### **6D.**

##### **NEW BUSINESS**

**Consider approval of Park and Recreation Advisory Board member appointments.** The Parks and Recreation Advisory Board has three vacancies this term, which end February 28, 2019. These positions are Arika Rucker, Quero DeSouza and Michael Gallagher. Each of these members are willing to serve another term. Currently, Arika Rucker and Quero DeSouza have completed one term. Michael Gallagher has completed one term but served for a four-year period. These Board Members are available for reappointment under the revised bylaws, to allow for consistency in terms/limits, that was made effective March 2018. Due to these Board Members being willing to serve again, within the allowable term limits and all being effective in their previous service to the Board, it was determined that no formal advertising for these positions needed to occur and reappointment would be recommended. This is consistent with how these positions have been handled historically. After some discussion, Council directed staff to advertise these appointment opportunities in the future, even when you have someone who is willing to be reappointed. The by-laws will also need to be updated again to reflect this directive.

#### **MOTION:**

Mayor Pro-Tem Booth made a motion to approve the reappointment of Arika Rucker, Michael Gallagher and Quero DeSouza to the Parks and Recreation Advisory Board, each for a 2-year term, beginning March 1, 2019 and ending February 28, 2021. Second was made by Councilmember Russo. **The motion passed 7-0.**

#### **6E.**

##### **NEW BUSINESS**

**Consider approval of contract to repair manholes in Cabarrus Woods.** This is a portion of a total project for the Sewer Rehab of Cabarrus Woods that was budgeted in FY2019 in the amount of \$680,000. An assessment was completed previously by W.K. Dickson in a previous project with the Town and the manholes were identified for repair as a segment of the overall rehab project. This contract is only for the manholes that were in need of repair and since this is specialized work, staff was only able to solicit bids from three contractors. Dun-Right Services, Inc. was the lowest bidder at \$80,230.48.

#### **MOTION:**

Mayor Pro-Tem Booth made a motion to approve the contract with Dun-Right Services, Inc. in the amount of \$80,230.48, to repair manholes in Cabarrus Woods as part of the sewer rehab project. Second was made by Councilmember Russo. **The motion passed 7-0.**

#### **7.**

##### **ACTION ITEMS**

- Move forward with installing automatic door openers on the front doors at Town Hall
- Move forward with a contract and budget amendment for a Market Analysis
- Investigate language to assist HOAs with the restriction of rentals
- Get the water tank numbers ("savings") information to Council
- Continue to look for someone to conduct a Law Enforcement feasibility study for the Town at a lower cost

8.

**CLOSED SESSION**

**MOTION:**

Councilmember Conrad made a motion to go into Closed Session to discuss personnel matters. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

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

**MOTION:**

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

9.

**ADJOURNMENT**

**MOTION:**

There being no further business, Councilmember Staton-Williams made a motion to adjourn the meeting with a second from Councilmember Russo. **The motion passed 7-0.**

ATTEST:

\_\_\_\_\_  
Steve Sciascia, Mayor

\_\_\_\_\_  
Janet Rackley, Town Clerk



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

**Title:**

Consider the minutes of the February 11, 2019 Closed Session.

**Presenting Personnel:**

**Suggested Motion or Action:**

Motion to approve the minutes of the February 11, 2019 Closed Session.

**Description/Background:**

**Recommendation:**

Staff recommends approval of the minutes of the February 11, 2019 closed session.

**Fiscal Impact:**

None

**Attachments:**

None



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration of Amendment to FY2019 Budget Ordinance for Town Center Market Analysis

#### **Presenting Personnel:**

Lee Connor, Assistant Town Manager

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

Motion to approve the related amendments to the FY2019 budget ordinance for the Town Center market analysis.

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

At the February 11, 2019 Town Council meeting, approval was given to the Town Manager to execute a contract not to exceed \$40,000 for a Town Center Market Analysis that will provide developers and business owners with current market data about a specific geographic area to aide in the recruitment of businesses to Town Center.

The budget amendment presented herein moves \$40,000 from the Capital Reserve Fund - Economic Development to the General Fund.

#### **Recommendation:**

Staff recommends approval of the budget amendments as presented.

#### **Fiscal Impact:**

Approval of these two amendments will appropriate \$40,000 of the Capital Reserve Fund - Economic Development and transfer the funds to the General Fund. Upon approval, Fund Balance in the Capital Reserve Fund - Economic Development will be reduced to \$102,176.

#### **Attachments:**

1. Amendment -GF Econ Dev CRF 03112019
2. Amendment -GF Marketing Analysis 03112019



## AN ORDINANCE AMENDING THE 2018-2019 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, 2019:

**Section 1.** Amend Capital Reserve Fund – Economic Development line items to account for the Town Center market analysis.

**Section 2.** To amend the Capital Reserve Fund – Economic Development, the appropriations are to be changed as follows:

|                                   |           |
|-----------------------------------|-----------|
| Increase line item 275-8500-59100 | \$ 40,000 |
| Transfers Out - GF                |           |

**Section 3.** To amend the Capital Reserve Fund – Economic Development, the revenues are to be changed as follows:

|                              |           |
|------------------------------|-----------|
| Increase line item 275-48599 | \$ 40,000 |
| Appropriated Fund Balance    |           |

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

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of March 2019.

---

Steve Sciascia, Mayor

ATTEST:

---

Janet Rackley, Town Clerk



## AN ORDINANCE AMENDING THE 2018-2019 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, 2019:

**Section 1.** Amend General Fund line items to account for the Town Center market analysis.

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

|                                   |           |
|-----------------------------------|-----------|
| Increase line item 100-1300-56310 | \$ 40,000 |
| Professional Services             |           |

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

|                              |           |
|------------------------------|-----------|
| Increase line item 100-49910 | \$ 40,000 |
| Transfers In – CRF-ED        |           |

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

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of March 2019.

---

Steve Sciascia, Mayor

ATTEST:

---

Janet Rackley, Town Clerk



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration to Approve Contract for July 4th Celebration Amusements

#### **Presenting Personnel:**

Daniel Stines, Parks & Recreation Director, Haynes Brigman, Town Manager

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

Motion to approve a contract in the amount of \$57,775 with Palmetto Amusements LLC for the amusement rides at the July 4th Celebration.

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

Palmetto Amusements, historically provides the rides and attraction features for the Town's July 4th Celebration. These include 16 amusement rides and 7 inflatables for a range of ages, 2-adult. The total contract amount is \$57,575 and the terms require a 50% deposit, and 50% on the day of event. The contract is attached for reference.

#### **Recommendation:**

Staff recommends approval of the attached contract with Palmetto Amusements.

#### **Fiscal Impact:**

These funds are part of the budget. Total fiscal impact is the budgeted amount of \$57,775. The required deposit will be reflected as a prepaid expense at June 30, 2019, and will be utilized from the FY2020 operating budget.

#### **Attachments:**

1. Contract - 2019 July 4th Amusements



**PALMETTO AMUSEMENTS**  
info@PalmettoAmusements.com

990 Bonhomme Richard Road  
Lexington, SC 29072

803-358-9476 office  
866-716-5138 fax

## Contract Agreement

Mrs. Shawn Marble  
Harrisburg Parks and Recreation  
4088 Stallings Rd.  
PO Box 100  
Harrisburg, NC 28075

(704)455-7275 office  
(704)455-0724 Direct  
[smarble@barrisburgnc.org](mailto:smarble@barrisburgnc.org)

1. This agreement is between **Harrisburg Parks and Recreation**, hereinafter referred to as the **BOOKING PARTY** and **PALMETTO AMUSEMENTS**, hereinafter referred to as the **SUPPLIER**.
2. **PALMETTO AMUSEMENTS** agrees to provide equipment, etc. as listed in paragraph 3 below for the **BOOKING PARTY'S** event date of **3 July 2019** between **the hours of 4:00 pm until 10:00 pm and 4 July 2019 from 4:00 pm until 11:00 pm**. **SUPPLIER** will service event date rain or shine but reserves the right to cease operation of amusement devices during inclement weather to insure the safety of the children and general public. **SUPPLIER** will then resume operations as weather permits during the above scheduled hours.
3. **PALMETTO AMUSEMENTS** agrees to provide: 16 Rides and 7 inflates: Connect 3 inflatable, Fire Truck bouncer, Disney Slide, Tiger Bouncer, Giant Slide, Monster Truck combo, 2 Lane Bungee Run, Sizzler, Round Up, Ferris wheel, Carousel, Barrels, Fun House, 100 ft. Hard slide, Spinner, Swing, Helicopter, Wally's Great Adventure, Rock O Plane, Spin Master, Tractor ride, Loop O Plane and Glass House mirror maze.
4. Palmetto Amusements reserves the right to substitute/alter/change a piece of equipment if there is a mechanical concern or issue that would affect the operation and/or safety of the piece of equipment. The substitution would be discussed with the committee and it would be replace with a comparable piece of equipment.
5. Should a failure of any Palmetto Amusements equipment occur during operational hours, and Palmetto Amusements is unable to make a substitution or repair the equipment in a timely manner, Palmetto Amusements will pro-rate the final payment based on the cost of each individual item and its associated hourly rate.
6. **BOOKING PARTY** agrees:
  - Reasonable security will be provided during operational and non-operational hours.
  - Agrees to be held responsible for ticket sales.
  - Provide all necessary power/generators.
  - Allow **SUPPLIER** to set up at a minimum two days prior to event and tear down two days post event.
7. **FINANCIAL TERMS:** The total amount for the items listed in paragraph 3 above is: **\$57,775.00**. **SUPPLIER** must receive this signed document along with a non-refundable deposit in the amount of **\$28,887.50** within **ten (10)** days of the date of this contract in order for the event date above to be guaranteed. The balance of **\$28,887.50** will be due and payable on date of event.
8. **Venue:** Venue prep is the responsibility of the booking party to include but not limited to tripping hazards, ants or other insects, insuring grass is cut, etc. Marking underground utilities, sprinklers, etc. is also the responsibility of the booking party. Also be aware that supplier will make every effort possible to leave no damage or evidence of our presence to venue site. However, be aware that if we are set up on grass, in the situation of inclement weather, there is as possibility of damage to grounds.
9. **CANCELLATION POLICY:** The deposit is non-refundable. If booking party wishes to reschedule event for inclement weather all financial agreements are expected and still due. However, the event can be rescheduled within 6 months of the event date, minimal fees may be incurred due to unrecoverable expenses. Should the **BOOKING PARTY** decide to cancel this agreement, see cancellation fee below:



**PALMETTO AMUSEMENTS**  
info@PalmettoAmusements.com

990 Bonhomme Richard Road      803-358-9476 office  
Lexington, SC 29072              866-716-5138 fax

| Date of Cancellation           | Cancellation Fee                               |
|--------------------------------|------------------------------------------------|
| 2 months or greater from event | 25% of balance due plus unrecoverable expenses |
| 1 months or greater from event | 50% of balance due plus unrecoverable expenses |
| 2 weeks or less from event     | 100% of balance plus unrecoverable expenses    |

**8. ACCEPTANCE OF THIS CONTRACT BY BOOKING PARTY**

Authorized Signature: Christy Bosaglia      Date: 14 February 2019  
Electronic Signature

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Harrisburg Parks and Recreation Representative



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration of Amendment to FY2019 Budget Ordinance for Town Hall ADA Door Improvements.

#### **Presenting Personnel:**

Lee Connor, Assistant Town Manager

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

Motion to approve the budget amendment to the FY2019 budget ordinance for the Town Hall ADA door improvements, as presented.

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

During the February 11, 2019 Town Council meeting, Town staff was authorized to contract with a vendor to provide/construct ADA compliant doors at the front of Town Hall up to a cost of \$12,000. This budget amendment will reclassify funds from contingency.

#### **Recommendation:**

Approve the budget amendment as presented.

#### **Fiscal Impact:**

Funds required to upgrade the front doors of Town Hall to be in compliance with ADA standards will cost no more than \$12,000. Upon approval of this amendment, these funds will be transferred from the General Fund's contingency account. The current balance in contingency is \$275,405, which leaves a remaining balance of \$263,405 for FY2019.

#### **Attachments:**

1. Budget Amendment - GF ADA Door Improvements 03112019



## AN ORDINANCE AMENDING THE 2018-2019 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, 2019:

**Section 1.** Amend General Fund line items to account for ADA door improvements.

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

|                                   |           |
|-----------------------------------|-----------|
| Increase line item 100-1100-56315 | \$ 12,000 |
| M/R – Buildings and Grounds       |           |

|                                   |           |
|-----------------------------------|-----------|
| Decrease line item 100-8750-59500 | \$ 12,000 |
| Contingency                       |           |

**Section 3.** 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 4.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of March 2019.

---

Steve Sciascia, Mayor

ATTEST:

---

Janet Rackley, Town Clerk

:



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration of Approval of Contract to Replace Sanitary Sewer Pipes in Cabarrus Woods

#### **Presenting Personnel:**

Robert Donham, Town Engineer

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

If approved:

Motion to approve a contract with Carolina Siteworks, Inc., in the amount of \$245,780, to replace 1,400 linear feet of sanitary sewer pipe.

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

This is a portion of a total project for the Sewer Rehab of Cabarrus Woods that was budgeted in FY2019 in the amount of \$680,000. An assessment was completed previously by W.K. Dickson in a previous project with the Town and the these lines were identified for repair as a segment of the overall rehab project.

This work consists of the total replacement of approximately 1400 LF of 8" vitrified clay pipe that is dilapidated and failing with new 8" pvc pipe. In addition to the replacement of the pipe all service laterals will be reconnected to the new pipe and pavement restoration done where necessary.

This contract is only for the pipes that need total replacement and since this is specialized work, staff was only able to solicit bids from four contractors. A summary of the respondents is included as an attachment to this agenda item as the bid tab. Carolina Siteworks, Inc. was the lowest bidder at \$245,780.

#### **Recommendation:**

Staff recommends approval of the attached contract with Carolina Siteworks, Inc. for sanitary sewer pipe replacement repairs in Cabarrus Woods.

#### **Fiscal Impact:**

This work is part of the larger sewer rehab project in Cabarrus Woods that has already be budgeted for a total of \$680,000. Currently, there is a remaining balance left in the project of approximately \$542,000. With this contract, the remaining balance available to spend will be approximately \$296,000.

#### **Attachments:**

1. Carolina Siteworks, Inc. - Cabarrus Woods Contract 1 Mar 19
2. 2019 Sewer Pipe Replacement Bid Tab

**CAROLINA SITEWORKS, INC.**

**Post Office Box 280**

**China Grove, North Carolina 28023**

**Telephone: 704-855-7483**

**Fax: 704-855-9676**

**March 1, 2019**

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

Project: 2019 Cabarrus Woods Sewer Line Rehabilitation

Subject: Contract for services between Carolina Siteworks, Inc. (Contractor) and the Town of Harrisburg (Owner) to perform the work described in the plans and specifications for the above project.

Scope of Services: Contractor shall supply all labor, equipment, materials, and supervision to accomplish the work described in the Owner's project bid package as executed on February 2, 2019 by the Contractor and incorporated into this document as Attachment A. All exclusions and clarifications noted on Contractor's bid form apply as noted.

Additional Work: Any additional work shall be mutually agreed upon in respect to cost and time of construction in writing prior to the commencement of said work.

Time: Contractor shall work diligently to construct the project on a mutually agreed upon schedule with a completion date of June 14, 2019 for the base contract scope of work. Any additional work incorporated into the contract shall extend the completion date a proportional amount of time. The amount of time is to be mutually agreed upon in writing prior to the commencement of said work.

Terms and Conditions: The Town of Harrisburg General Terms and Conditions (Attachment B) shall apply to this agreement.

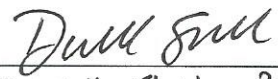
Contract Amount: The base contract amount is \$245,780.00 and is subject to adjustment based upon the actual quantities of work completed on the project using the unit prices detailed in Attachment A.

Contract Modification: The contract can only be modified with a written agreement executed by both Owner and Contractor.

Accepted by the Owner

\_\_\_\_\_  
\_\_\_\_\_

Accepted by the Contractor

  
\_\_\_\_\_  
Darrell Shell President



## 2019 Cabarrus Woods Sewer Line Rehabilitation

The Town of Harrisburg will accept bids for the following Sanitary Sewer Line Rehabilitation work for the replacement of existing sanitary sewer:

1. Replacement of existing 8" VCP sanitary sewer pipe from manhole to manhole with SDR 35 8" PVC pipe and required joining and bedding materials. (Approximately 1400 LF). See attached WSACC specification for bedding details.
2. Reinstall tee and lateral Pipe connection to new 8" sanitary sewer with Schedule 40 PVC. (10 each)
3. Cut and replace existing asphalt, where necessary, 5' widths. (Approximately 910 LF) See attached NCDOT street repair specification for details. *- 4" ASPHALT THICKNESS PER T.O.M.*

| FROM MH            | START INV. | TO MH  | END INV. | LENGTH (LF)    | ASPHALT REPLACEMENT LENGTH (LF) | LATERAL CONNECTION REPAIR (EA) |
|--------------------|------------|--------|----------|----------------|---------------------------------|--------------------------------|
| 20110              | 7.5'       | 20108  | 9.9'     | 110.1          | 110                             | 2                              |
| 20008              | 7.5'       | 20005  | 12.4'    | 196.1          | 196                             | 1                              |
| 20059              | 8.8'       | 20054  | 7.5'     | 193.9          | 10                              |                                |
| 20015              | 6.4'       | 20008  | 7.5'     | 395            | 395                             | 5                              |
| 20079              | 6.9'       | 20072A | 7.5'     | 92.2           |                                 |                                |
| 20060              | 11'        | 20059  | 8.8'     | 117.79         | 118                             |                                |
| 20054              | 7.5'       | 20050  | 12.3'    | 212.6          |                                 |                                |
| 20097              | 7.5'       | 20094  | 11'      | 73.5           | 74                              | 2                              |
| <b>GRAND TOTAL</b> |            |        |          | <b>1391.19</b> | <b>903</b>                      | <b>10</b>                      |

See attached map for locations of repair.

- The Town of Harrisburg reserves the right to reject all bids, we also have the right to add or delete from the contract quantities.
- All bids to demonstrate appropriate unit quantities for work performed.
- All work to follow WSACC, NCDOT, AWWA, APPA, ASTM and Town of Harrisburg specifications.
- Contractor shall be responsible for traffic control.
- All work shall be completed by June 14, 2019.
- All bids due by February 6<sup>th</sup>, 2019.
- Please contact Mallory Hodgson at (704) 618-8018 if you have any questions.

Sign

*[Signature]*

Date

*2-6-19*

Please sign acknowledging that you have received and understand the terms.

Carolina Siteworks, Inc.  
PO Box 280  
China Grove, NC 28023  
Tel: 704-855-7483

6-Feb-19

Proposal for: Cabarrus Woods Sewer Line Rehabilitation

| Item                                                                                           | Unit | Quantity | Unit Price   | Total         |
|------------------------------------------------------------------------------------------------|------|----------|--------------|---------------|
| Mobilization                                                                                   | LS   | 1.00     | \$ 24,885.00 | \$ 24,885.00  |
| Replace Existing Sewer with 8" PVC SDR 35 Sewer Lines                                          | LF   | 1,400.00 | \$ 103.45    | \$ 144,830.00 |
| 8" Rubber Manhole Boot, Installed                                                              | Each | 16.00    | \$ 300.00    | \$ 4,800.00   |
| Bypass Pumping                                                                                 | LS   | 1.00     | \$ 20,000.00 | \$ 20,000.00  |
| 8 DIP in lieu of PVC (if required)                                                             | LF   | -        | \$ 25.00     | \$ -          |
| 8" x 4" PVC Wye Connected to Existing 4" PVC including 2 LF of 4" PVC Sch 40 Pipe and Fittings | Each | 10.00    | \$ 300.00    | \$ 3,000.00   |
| 4" PVC Service Line (if required)                                                              | LF   | -        | \$ 25.00     | \$ -          |
| ABC Stone                                                                                      | Ton  | 125.00   | \$ 35.00     | \$ 4,375.00   |
| 4" Asphalt Patching Type I-19.0C                                                               | Ton  | 170.00   | \$ 242.00    | \$ 41,140.00  |
| Traffic Control                                                                                | LS   | 1.00     | \$ 1,000.00  | \$ 1,000.00   |
| Seeding & Mulching                                                                             | Acre | 0.50     | \$ 3,500.00  | \$ 1,750.00   |
| Bedding Stone NC 57 (if required)                                                              | Ton  | -        | \$ 40.00     | \$ -          |
| Performance & Payment Bonds (if required)                                                      | LS   | -        | \$ 3,300.00  | \$ -          |

ESTIMATED TOTAL \$ 245,780.00

Exclusions and Clarifications:

Not included: Rock excavation, manhole testing, overlay of asphalt pavement, adjustment or replacement of existing buried utility lines, replacement of any landscaping other than grass, clearing of trees, or anything else not customarily included in the scope of work specified.

Final invoice to be calculated from actual quantities of line items installed.

Carolina Siteworks, Inc. does not collect sales tax on any line item.

Asphalt patching to be a total of 4 inches thick over the pipe ditches.

ATTACHMENT B

**TOWN OF HARRISBURG, NORTH CAROLINA  
GENERAL TERMS AND CONDITIONS**

**Page 1**

**ACCEPTANCE:** Acceptance of this order must be without qualifications. The Town hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by Town. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.

**CONTRACTURAL RELATIONSHIP:** Vendor shall perform the work described independently and not as an employee of the Town. The Town has no right to supervise, direct, or control the Vendor or the Vendor's officers or employees in the means, methods, or details of the work to be performed by Vendor. The Town and Vendor agree that Vendor will take proper care and precautions to ensure the safety of Vendor's officers and employees.

**PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The Town will not be responsible for goods delivered exceeding \$1000 without a purchase order.

**INSURANCE:** All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.

**PAYMENT:** The Town shall not be obligated to pay the Vendor any payments, fees, expenses, or compensation other than those authorized on the purchase order or authorized by a duly approved amendment or change order. The Vendor shall submit an invoice to the Town after the product has shipped. The Town agrees to pay all approved invoices Net Thirty (30) days from the date received and approved.

**TAXES:** The Town is not Tax-Exempt. Prices shown on the Town's purchase orders do not include tax; however, all applicable taxes shall be paid by the Town. Seller shall itemize taxes on the seller's invoice.

**CHANGES / QUANTITIES:** No changes may be made to this order without written authorization from the Town's designated representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.

**QUALITY CONTROL:** Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standard of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the Vendor's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

**WARRANTY:** Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Town's Bid Documents and Specifications and shall be free from all defects in material, workmanship and title.

**SHIPPING:** All prices must be F.O.B. destination. No boxing or packing charges will be allowed by Town unless specifically authorized on the face of this order.

**RISK OF LOSS:** Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with the Vendor until the goods are delivered to the destination set out in the order and accepted by the Town or Town's nominee.

**DELIVERIES:** Delivery shall not be made to any place other than the destination indicated on this Purchase Order.

**TOWN OF HARRISBURG, NORTH CAROLINA  
GENERAL TERMS AND CONDITIONS  
Page 2**

**CANCELATIONS:** The Town reserves the right to cancel purchase orders for failure on the part of the Vendor to deliver as promised, or within a reasonable time if no delivery commitment is made, unless acceptable notification of delay is given to the Town by the Vendor.

**INDEMNIFICATION.** To the maximum extent allowed by law, the Vendor shall defend, indemnify, and save harmless the Town and its agents, officers and employees, from and against all charges that arise in any manner from, in connection with, or out of this purchase order or contract as a result of the acts or omissions of the Vendor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the Town and its agents, officers or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Harrisburg, its agents, officers, and employees with legal counsel reasonably acceptable to Town.

As used in this subsection "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorneys fees, and amounts for alleged violations of any law, regulation, ordinance, rule, or order. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this transaction. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this purchase order or contract. This section shall remain in force despite termination of this purchase order or contract (whether by expiration of the term or otherwise) and termination of the services of the Vendor under this purchase order or contract.

Certificate of Insurance may be required of Vendor for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance, as determined by the Town.

**APPLICABLE LAW AND VENUE:** This transaction shall be deemed made in Cabarrus County, North Carolina. This purchase order or contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this purchase order or contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County.

**E-VERIFY:** E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law, in accordance with NCGS 64-25. For any transaction that qualifies as a Formal Bid under North Carolina statutes, Vendor affirms compliance with state and federal laws related to E-Verify and agrees to attest to such with the E-Verify Affidavit.



2019 Cabarrus Woods Sewer Pipe Replacement  
Bids Due February 6 2019

| Service/Contractor                                                                           | Concord Builders | Carolina Siteworks | Atlantic Coast Contractors | RH Price |
|----------------------------------------------------------------------------------------------|------------------|--------------------|----------------------------|----------|
| Mobilization                                                                                 |                  | \$ 24,885.00       |                            |          |
| Replace existing sewer with 8" PVC SDR 35 Sewer Lines                                        |                  | \$ 144,830.00      |                            |          |
| 8" Rubber Manhole boot                                                                       |                  | \$ 4,800.00        |                            |          |
| bypass pumping                                                                               |                  | \$ 20,000.00       |                            |          |
| 8"x4" PVC Wye Connected to existing 4" PVC including 2 LF of 4" PVC Sch 40 Pipe and Fittings |                  | \$ 3,000.00        |                            |          |
| ABC Stone                                                                                    |                  | \$ 4,375.00        |                            |          |
| 4" Asphalt Patching Type I-19.0C                                                             |                  | \$ 41,140.00       |                            |          |
| Traffic Control                                                                              |                  | \$ 1,000.00        |                            |          |
| Seeding and Mulching                                                                         |                  | \$ 1,750.00        |                            |          |
|                                                                                              |                  |                    |                            |          |
| Lump Sum                                                                                     | \$ 441,240.25    |                    |                            |          |
| Sum                                                                                          | \$ 441,240.25    | \$ 245,780.00      | \$ -                       | \$ -     |



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration to Approve a Contract to Repair Sanitary Sewer Pipes via Cast-In-Place-Pipe (CIPP) in Cabarrus Woods.

#### **Presenting Personnel:**

Robert Donham, Town Engineer

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

If approved:

Motion to approve a contract with Insituform Technologies, LLC, in the amount of \$295,724 to line approximately 6,900 Linear Feet of existing sewer pipe

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

This is a portion of a total project for the Sewer Rehab of Cabarrus Woods that was budgeted in FY2019 in the amount of \$680,000. An assessment was completed previously by W.K. Dickson in a previous project with the Town and these lines were identified for repair as a segment of the overall rehab project.

This project consists of lining the failing 8" vitrified clay pipe by cast in place piping, trimming of protruding service laterals, reinstate the lateral connections, and clean and TV 8" sewer pipe, with possible lateral point repairs as directed by the engineer.

This contract is only for the pipes that need cast in place lining but do not require excavation for the repairs, and since this is specialized work, staff was only able to solicit bids from four contractors. A summary of the respondents is included as an attachment to this agenda item as the bid tab. Insituform Technologies, LLC was the lowest bidder at \$295,724.

#### **Recommendation:**

Staff recommends approval of the attached contract with Insituform Technologies, LLC for sanitary sewer pipe lining repairs in Cabarrus Woods.

#### **Fiscal Impact:**

This work is part of the larger sewer rehab project in Cabarrus Woods that has already be budgeted for a total of \$680,000. Currently, there is a remaining balance left in the project of approximately \$542,000. With this contract and the other contract presented this evening this will complete the total \$680,000 project.

#### **Attachments:**

1. Contract - Insituform Technologies, Inc.
2. Bid Tab



Worldwide Pipeline Rehabilitation

Robert Van Horne  
1076-A Van Buren Ave.  
Monroe, NC 28079

Tel: 704-296-5110  
Cell: 704-221-8443  
Fax: 704-296-5121  
rvanhorne@aegion.com.

March 4, 2019

Re: 2019 Cabarrus Woods Sewer Line Rehabilitation CIPP Lining

AAJA-YC3CE4

Town of Harrisburg, NC  
Miss Mallory Hodgson  
4100 Main Street, Suite 101  
Harrisburg, NC 28075

Email: [mhodgson@harrisburgnc.org](mailto:mhodgson@harrisburgnc.org)  
Phone: (704) 206-8779

Dear Mallory,

Insituform Technologies, LLC is providing the following proposal for the Town of Harrisburg, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. We are providing pricing for Cleaning/CCTV & CIPP of 8" sewer lines, also, removal of protruding taps, and reinstatement of services. **We found a 6' Sectional Repair in the listing of work. If this is not correct the pricing on line #7 below can be removed.**

#### PROPOSAL PRICING

Insituform proposes the following pricing for the scope of services described herein:

| Item | Description            | Unit | Qty   | Unit Price | Total Price         |
|------|------------------------|------|-------|------------|---------------------|
| 1    | Mobilization           | LS   | 1     | \$4,560.00 | \$4,560.00          |
| 2    | CIPP 8" Pipe           | LF   | 6,900 | \$26.20    | \$180,780.00        |
| 3    | Clean and TV 8" Pipe   | LF   | 6,900 | \$3.20     | \$22,080.00         |
| 4    | Reinstate Laterals     | EA   | 116   | \$134.00   | \$15,544.00         |
| 5    | CIPP Laterals (2')     | EA   | 0     | \$1,950.00 | -                   |
| 6    | Remove Protruding taps | EA   | 48    | \$270.00   | \$12,960.00         |
| 7    | Sectional PR (6')      | EA   | 0     | \$2,940.00 | -                   |
| 8    | Cleaning Laterals      | LS   | 0     | \$8,820.00 | -                   |
|      |                        |      |       |            |                     |
|      |                        |      |       |            |                     |
|      |                        |      |       |            |                     |
|      | <b>TOTAL</b>           |      |       |            | <b>\$235,924.00</b> |

#### INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. Bypass pumping.
5. Traffic control.
6. CCTV inspection of the pipe before and after the lining is complete.
7. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
8. Standard insurance coverage with the following limits:
  - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
  - Auto: \$2,000,000 Combined Single Limit
  - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

**NOTE:** Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

## **ASSUMPTIONS AND QUALIFICATIONS**

---

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

## **EXCLUSIONS:**

---

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
4. Point repairs.
5. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
6. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
7. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
8. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
9. Removal and disposal of any hazardous or toxic materials encountered during the Project.
10. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).

11. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
12. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
13. State and local sales and/or use taxes.
14. Additional premiums for special insurance coverage(s) specific to this project.

#### **GENERAL TERMS AND CONDITIONS:**

---

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based its Proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this Proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
3. Specific service connections will be reconnected only when written directions are received from the Customer. The Customer will indemnify and hold ITLLC harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Customer will externally reconnect the service at no cost to ITLLC.
4. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
5. PAYMENT: Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date payment is due. Should ITLLC incur costs or expenses to collect monies claimed due hereunder from Customer, Customer shall pay to ITLLC, in addition to all other sums due to ITLLC, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.
6. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
7. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
8. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing. If ITLLC crews are delayed on site for reasons beyond the control of ITLLC, then ITLLC's standby time will be invoiced to Customer at an hourly rate of **\$650.00** per hour.

9. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.
10. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
11. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC Shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
12. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
13. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal, and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me at 704-221-8443 with any further questions.

Very truly yours,

**Insituform Technologies, LLC.**

*Robert Van Horne*

Robert Van Horne  
Business Development Manager

Accepted By: \_\_\_\_\_  
(signed)

\_\_\_\_\_  
(print name)

Date: \_\_\_\_\_

Title: \_\_\_\_\_



2019 Cabarrus Woods Sewer Pipe Lining  
Bids Due March 1 2019

| Service/Contractor                                    | Quantity       |               | SAK Construction       |                          | Granite Inliner        |                          | Insituform                    |                                 | Am-Liner               |                          |
|-------------------------------------------------------|----------------|---------------|------------------------|--------------------------|------------------------|--------------------------|-------------------------------|---------------------------------|------------------------|--------------------------|
|                                                       |                |               | Unit Price             | Item Total               | Unit Price             | Item Total               | Unit Price                    | Item Total                      | Unit Price             | Item Total               |
| Mobilization                                          | 1              | LS            | \$ 9,500.00            | \$ 9,500.00              | \$ -                   | \$ -                     | <b>\$ 4,560.00</b>            | <b>\$ 4,560.00</b>              | \$ -                   | \$ -                     |
| 8" CIPP                                               | 6900           | LF            | \$ 39.00               | \$ 269,100.00            | \$ 32.00               | \$ 220,800.00            | <b>\$ 26.20</b>               | <b>\$ 180,780.00</b>            | \$ 31.00               | \$ 213,900.00            |
| <del>8" Spot Repair</del>                             | <del>1</del>   | <del>EA</del> | <del>\$ 3,600.00</del> | <del>\$ 3,600.00</del>   | <del>\$ -</del>        | <del>\$ -</del>          | <del><b>\$ 2,940.00</b></del> | <del><b>\$ 2,940.00</b></del>   | <del>\$ -</del>        | <del>\$ -</del>          |
| <del>Service Connection Seal 0-2'</del>               | <del>116</del> | <del>EA</del> | <del>\$ 2,400.00</del> | <del>\$ 278,400.00</del> | <del>\$ 2,400.00</del> | <del>\$ 278,400.00</del> | <del><b>\$ 1,950.00</b></del> | <del><b>\$ 226,200.00</b></del> | <del>\$ 2,415.00</del> | <del>\$ 280,140.00</del> |
| Trimming Protruding Laterals                          | 48             | EA            | \$ 400.00              | \$ 19,200.00             | \$ 265.00              | \$ 12,720.00             | <b>\$ 270.00</b>              | <b>\$ 12,960.00</b>             | \$ 372.00              | \$ 17,856.00             |
| Reinstate Active Service Laterals                     | 116            | EA            | \$ -                   | \$ -                     | \$ 150.00              | \$ 17,400.00             | <b>\$ 134.00</b>              | <b>\$ 15,544.00</b>             | \$ 88.00               | \$ 10,208.00             |
| Clean and TV 8" Pipe                                  | 6900           | LF            | \$ -                   | \$ -                     | \$ -                   | \$ -                     | <b>\$ 3.20</b>                | <b>\$ 22,080.00</b>             | \$ -                   | \$ -                     |
| <del>Cleaning Laterals</del>                          | <del>1</del>   | <del>LS</del> | <del>\$ -</del>        | <del>\$ -</del>          | <del>\$ -</del>        | <del>\$ -</del>          | <del><b>\$ 8,820.00</b></del> | <del><b>\$ 8,820.00</b></del>   | <del>\$ -</del>        | <del>\$ -</del>          |
|                                                       |                |               |                        |                          |                        | \$ -                     |                               | \$ -                            |                        | \$ -                     |
| Sum                                                   |                |               |                        | \$ 579,800.00            |                        | \$ 529,320.00            |                               | <b>\$ 473,884.00</b>            |                        | \$ 525,259.10            |
| <b>Sum without Service Connection and spot repair</b> |                |               |                        | <b>\$ 297,800.00</b>     |                        | <b>\$ 250,920.00</b>     |                               | <b>\$ 235,924.00</b>            |                        | <b>\$ 245,119.10</b>     |
| Contingency/Owner's Bid Item                          |                |               |                        | <b>\$ 59,800.00</b>      |                        | <b>\$ 59,800.00</b>      |                               | <b>\$ 59,800.00</b>             |                        | <b>\$ 59,800.00</b>      |
| <b>Total</b>                                          |                |               |                        | <b>\$ 357,600.00</b>     |                        | <b>\$ 310,720.00</b>     |                               | <b>\$ 295,724.00</b>            |                        | <b>\$ 304,919.10</b>     |



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration of Approval of Contract for Branded Facility Signage Construction

#### **Presenting Personnel:**

Logan Lover, Communications Manager

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

Motion to approve the contract for branded facility signage at Fire Stations 1, 2, and 3, as well as Pharr Mill Park and Stallings Park with Signs Etc. in the total amount of \$75,557.63.

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

As part of the Town's branding efforts, Town Council approved branded facility signs at Fire Station 1, 2, and 3, as well as Pharr Mill Park and Stallings Park with the FY2019 budget. Architectural renditions of these can be seen in the attachments.

The FY2019 budget provides \$80,000 for the completion of Fire stations 1 and 3 and both parks. The project ordinance for Fire Station 2 provides funding for signage as part of the total project budget in the amount of \$30,000. This amounts to a total of \$110,000 for all five signs, including the sign construction and installation, lighting package and landscaping. Please note that this contract is for the sign construction and installation only. The lighting package and landscaping will be done in separate contracts. These signs are consistent with the Town's UDO and our brand standards.

#### **Recommendation:**

Staff recommends approval of the attached contract.

#### **Fiscal Impact:**

The contract total is \$75,557.63.

\$60,848.29 is related to construction of Fire Stations 1 and 3, as well as the Pharr Mill and Stallings Parks, which has a total budget of \$80,000.

\$14,709.34 is related to construction of Fire Station 2 and will be reflected in the capital project fund, which has a total budget of \$30,000.

#### **Attachments:**

1. Contract - Branded Facility Signs - Signs Etc
2. Sign Design - Pharr Mill Parks and Stallings Park
3. Sign Design - Stations 1, 2 and 3

## **SIGNAGE CONSTRUCTION CONTRACT**

This Construction Contract (the "Contract") is made as of this 22<sup>nd</sup> day of February 2019, by and between Waybaytay Holdings, Inc d/b/a Signs Etc, [Contractor] who desires to provide Signage Construction services to the Town of Harrisburg [Owner] and Town of Harrisburg [Owner] desires to obtain such services from Waybaytay Holdings, Inc d/b/a Signs Etc, [Contractor]

### **WITNESSETH:**

In consideration for the mutual promises set forth below, the parties agree as follows:

#### **1) Scope of Work**

Contractor will provide all materials, services, and labor for the design, fabrication and installation of five (5) monument signs per the approved design drawings for properties located at:

1. Pharr Mill Park – 6775 Pharr Mill Road, Harrisburg, NC 28075
2. Stallings Park – 4050 Stallings Road, Harrisburg, NC 28075
3. Fire Station #1 – 6450 Morehead Rd, Harrisburg, NC 28075
4. Fire Station #2 – 9331 Rocky River Rd, Harrisburg, NC 28075
5. Fire Station #3 - 8045 Rocky River Rd, Harrisburg, NC 28075,

herein referred to as "Worksites."

#### **2) Contract Price**

The Owner shall pay Contractor the sum of \$75,557.63 dollars (\$) for the material and labor to be performed under the Contract, subject to any additions and/or deductions made pursuant to authorized change orders.

#### **3) Completion Time**

The parties agree that time is of the essence, and therefore the work to be performed under this Contract shall be commenced on or before the 25<sup>th</sup> day of February, 2019, and shall be substantially completed on or before the 30<sup>th</sup> day of June, 2019.

#### **4) Payments**

Payments of the Contract price shall be paid in the following manner:

- 50% deposit at project inception
- Monthly progress billings upon substantial completion of work.
- Terms of monthly progress billings - Net 15

#### **5) Compliance**

Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Americans with Disabilities Act, the Fair Labor Standards Act, and the Federal Family and Medical Leave Act.

#### **6) Insurance**

Contractor warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors. See Attachment A – Certificate of Insurance.

#### **7) Subcontractors**

No Subcontractor labor is expected under this contract. If there arises the unforeseen need for subcontract labor, Contractor will notify Owner in advance of securing any subcontract services and obtain Owner approval.

#### **8) Modifications**

All changes to Services shall be in writing and signed by both Owner and Contractor.

#### **9) Arbitration**

All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

#### **10) Indemnification**

Contractor shall indemnify and hold Owner harmless from any loss or liability arising from performing services under this Agreement.

## 11) Integration

This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Contractor Signature

---

Owner Signature

## **Attachment A – Certificate of Insurance**

4941 Chastain Ave.  
Charlotte, NC 28217  
P: 704.522.8860  
F: 704.522.8770  
signsetcofcharlotte.com

© 2018 Signs, Etc. All Rights Reserved  
All works of authorship on this medium are original and all rights thereto reserved. Conveyance of this medium to a third party does not constitute a license to reproduce, use or copy this work of authorship in any manner without express written permission from Signs, Etc. of Charlotte.

Job No:

Date: 10.19.18

Town of Harrisburg

Scale: 3/8"=1'-0"

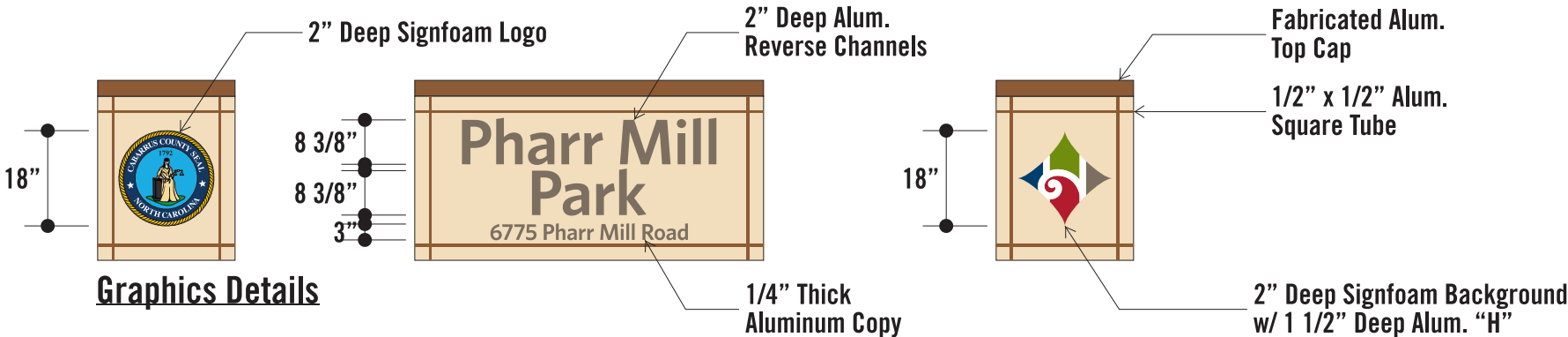
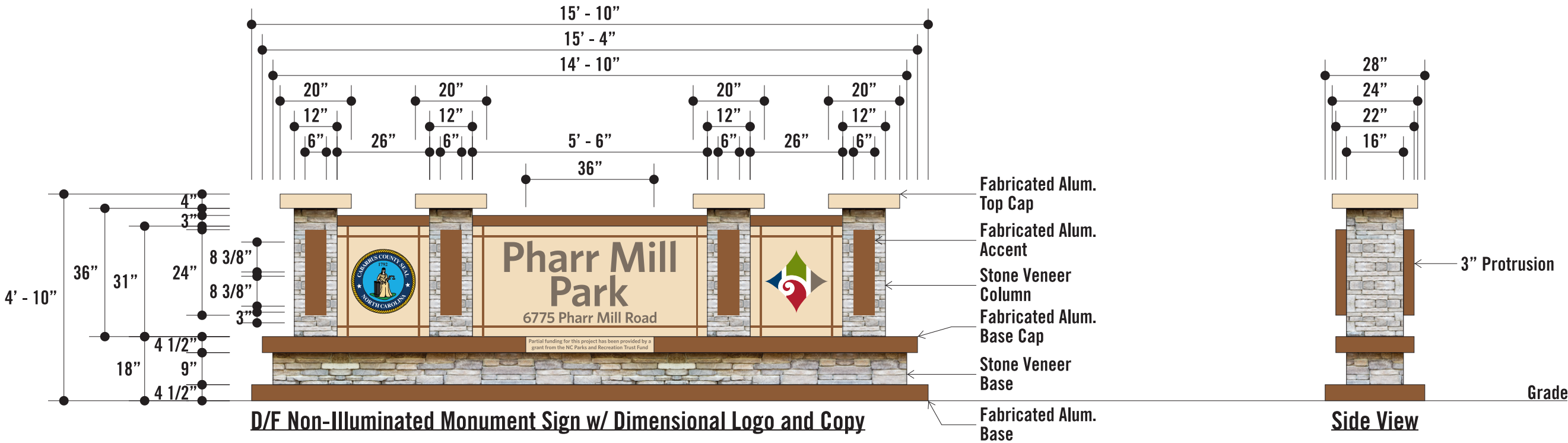
Acct. Rep: Spencer Brower

Designer: BG

Revisions: 10.25.18 (BG)  
10.31.18 (BG)  
11.5.18 (BG)  
11.16.18 (BG)  
11.18.18 (BG)  
12.14.18 (BG)

PROOF & PRODUCTION POLICY:  
Final examination for drawing accuracy is the responsibility of the customer. Any revisions requested after initial customer approval is received will incur additional design and/or fabrication charges. Colors indicated on this drawing are representative only. Actual colors will be determined by the information you provide/approve during the submittal process using actual paints, inks, and vinyls. Pantone PMS colors will be matched as closely as possible, but exact matches are not guaranteed.

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



4941 Chastain Ave.  
Charlotte, NC 28217  
P: 704.522.8860  
F: 704.522.8770  
signsetcofcharlotte.com

© 2018 Signs, Etc. All Rights Reserved  
All works of authorship on this medium are original and all rights thereto reserved. Conveyance of this medium to a third party does not constitute a license to reproduce, use or copy this work of authorship in any manner without express written permission from Signs, Etc. of Charlotte.

Job No:

Date: 10.19.18

Town of Harrisburg

Scale: 3/8"=1'-0"

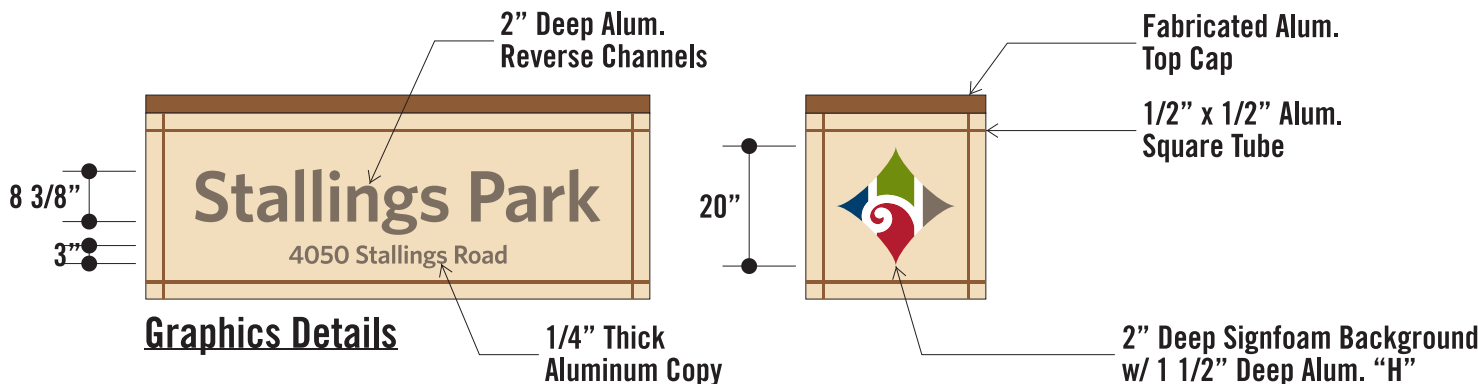
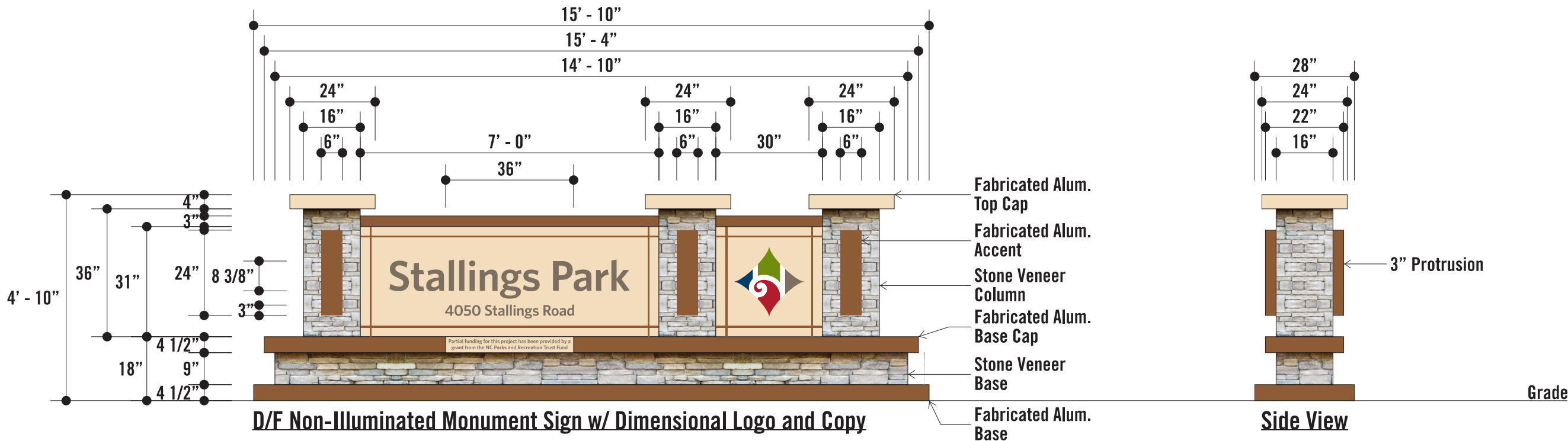
Acct. Rep: Spencer Brower

Designer: BG

Revisions: 10.25.18 (BG)  
10.31.18 (BG)  
11.1.18 (BG)  
11.5.18 (BG)  
11.16.18 (BG)  
11.18.18 (BG)

PROOF & PRODUCTION POLICY:  
Final examination for drawing accuracy is the responsibility of the customer. Any revisions requested after initial customer approval is received will incur additional design and/or fabrication charges. Colors indicated on this drawing are representative only. Actual colors will be determined by the information you provide/approve during the submittal process using actual paints, inks, and vinyls. Pantone PMS colors will be matched as closely as possible, but exact matches are not guaranteed.

- ☐ Approved  
☐ Approved As Noted  
☐ Revise & Resubmit



4941 Chastain Ave.  
Charlotte, NC 28217  
P: 704.522.8860  
F: 704.522.8770  
signsetcofcharlotte.com

© 2018 Signs, Etc. All Rights Reserved  
All works of authorship on this medium are original and all rights thereto reserved. Conveyance of this medium to a third party does not constitute a license to reproduce, use or copy this work of authorship in any manner without express written permission from Signs, Etc. of Charlotte.

Job No:

Date: 10.19.18

Town of Harrisburg

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

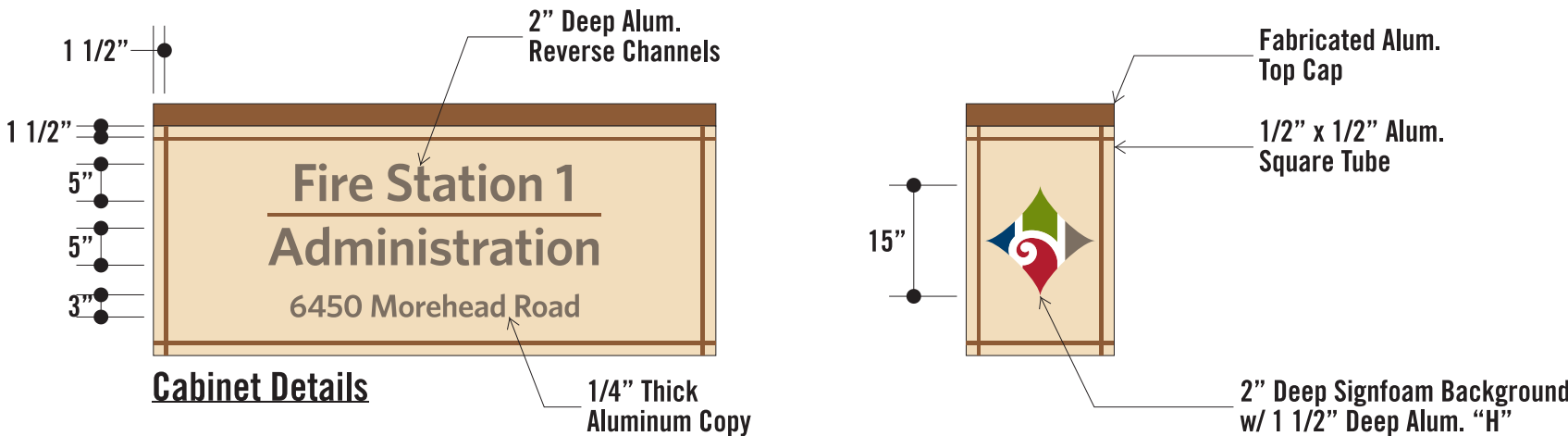
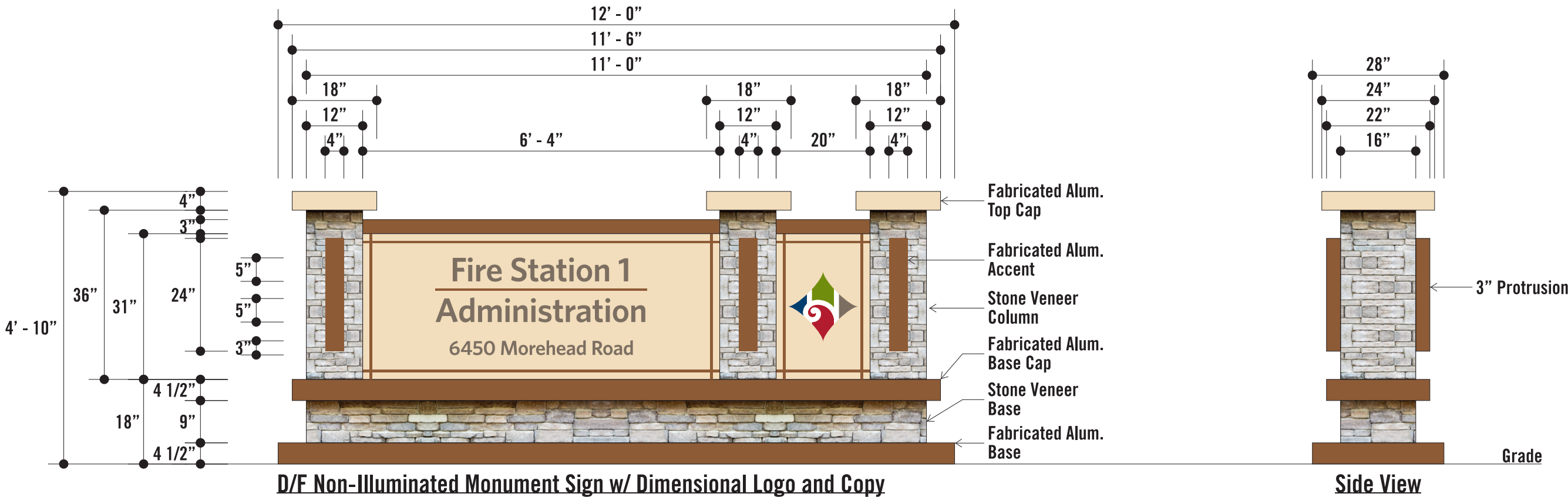
Acct. Rep: Spencer Brower

Designer: BG

Revisions: 10.25.18 (BG)  
10.31.18 (BG)  
11.1.18 (BG)  
11.5.18 (BG)  
11.16.18 (BG)  
11.18.18 (BG)  
12.13.18 (BG)  
1.28.19 (BG)  
1.29.19 (BG)

PROOF & PRODUCTION POLICY:  
Final examination for drawing accuracy is the responsibility of the customer. Any revisions requested after initial customer approval is received will incur additional design and/or fabrication charges. Colors indicated on this drawing are representative only. Actual colors will be determined by the information you provide/approve during the submittal process using actual paints, inks, and vinyls. Pantone PMS colors will be matched as closely as possible, but exact matches are not guaranteed.

- ☐ Approved  
☐ Approved As Noted  
☐ Revise & Resubmit



4941 Chastain Ave.  
Charlotte, NC 28217  
P: 704.522.8860  
F: 704.522.8770  
signsetcofcharlotte.com

© 2018 Signs, Etc. All Rights Reserved  
All works of authorship on this medium are original and all rights thereto reserved. Conveyance of this medium to a third party does not constitute a license to reproduce, use or copy this work of authorship in any manner without express written permission from Signs, Etc. of Charlotte.

Job No:

Date: 10.19.18

Town of Harrisburg

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

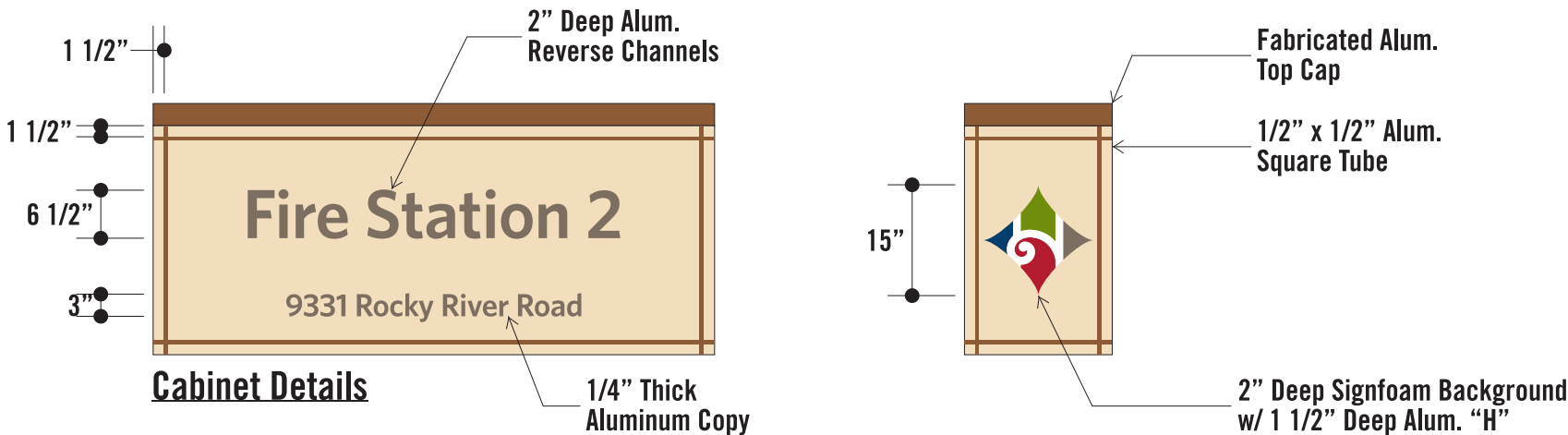
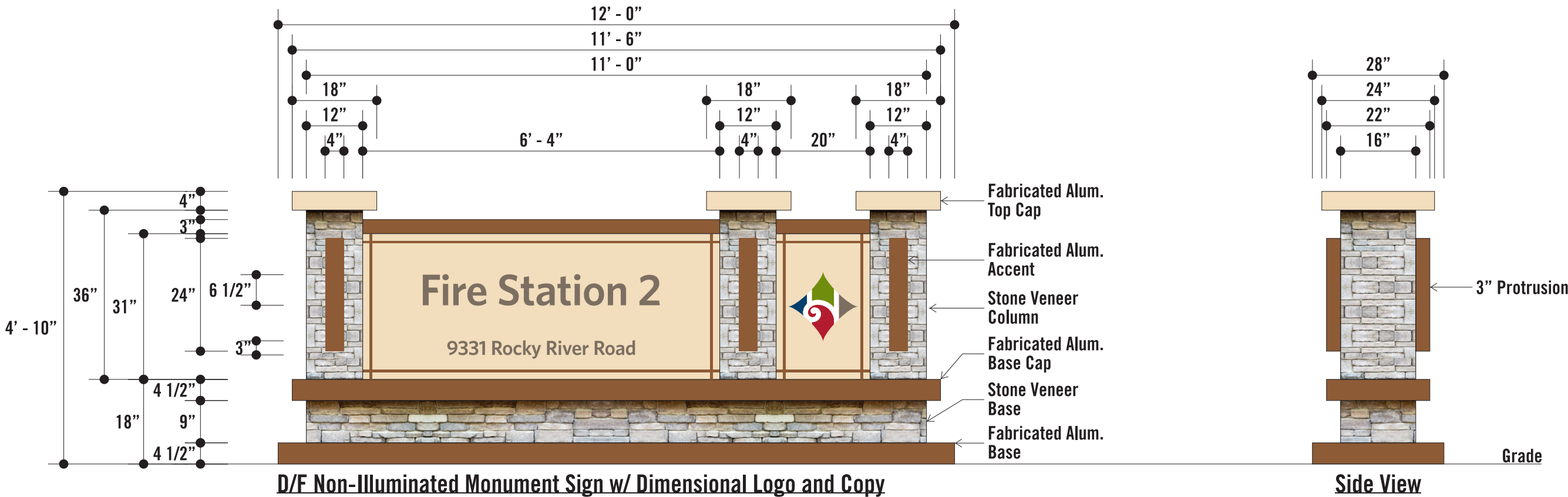
Acct. Rep: Spencer Brower

Designer: BG

Revisions: 1.30.19 (BG)

PROOF & PRODUCTION POLICY:  
Final examination for drawing accuracy is the responsibility of the customer. Any revisions requested after initial customer approval is received will incur additional design and/or fabrication charges. Colors indicated on this drawing are representative only. Actual colors will be determined by the information you provide/approve during the submittal process using actual paints, inks, and vinyls. Pantone PMS colors will be matched as closely as possible, but exact matches are not guaranteed.

- ☐ Approved  
☐ Approved As Noted  
☐ Revise & Resubmit



4941 Chastain Ave.  
Charlotte, NC 28217  
P: 704.522.8860  
F: 704.522.8770  
signsetcofcharlotte.com

© 2018 Signs, Etc. All Rights Reserved  
All works of authorship on this medium are original and all rights thereto reserved. Conveyance of this medium to a third party does not constitute a license to reproduce, use or copy this work of authorship in any manner without express written permission from Signs, Etc. of Charlotte.

Job No:

Date: 10.19.18

Town of Harrisburg

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

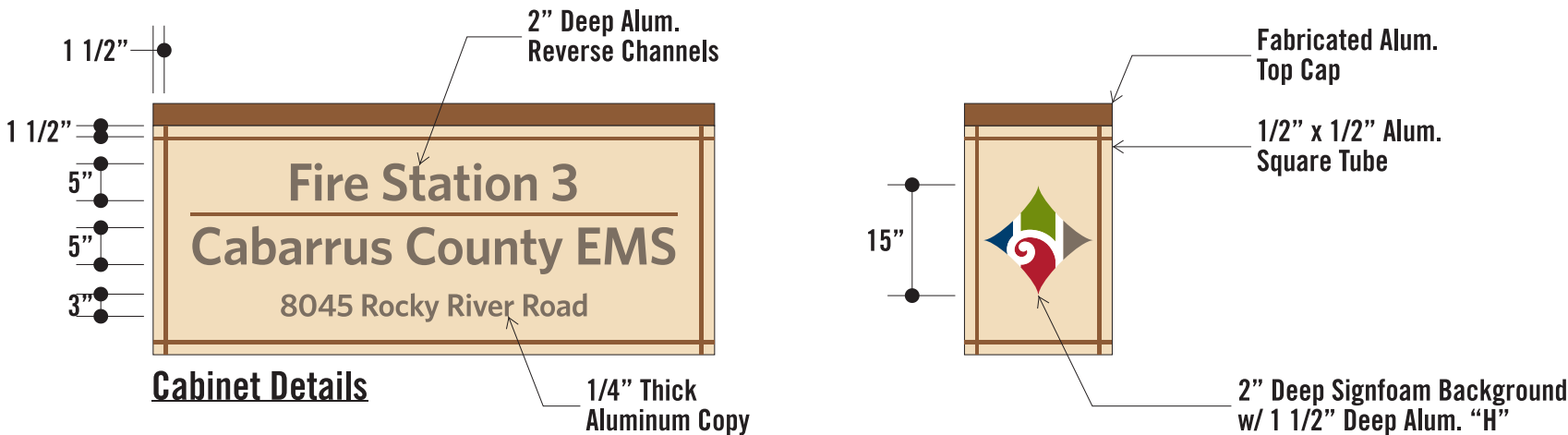
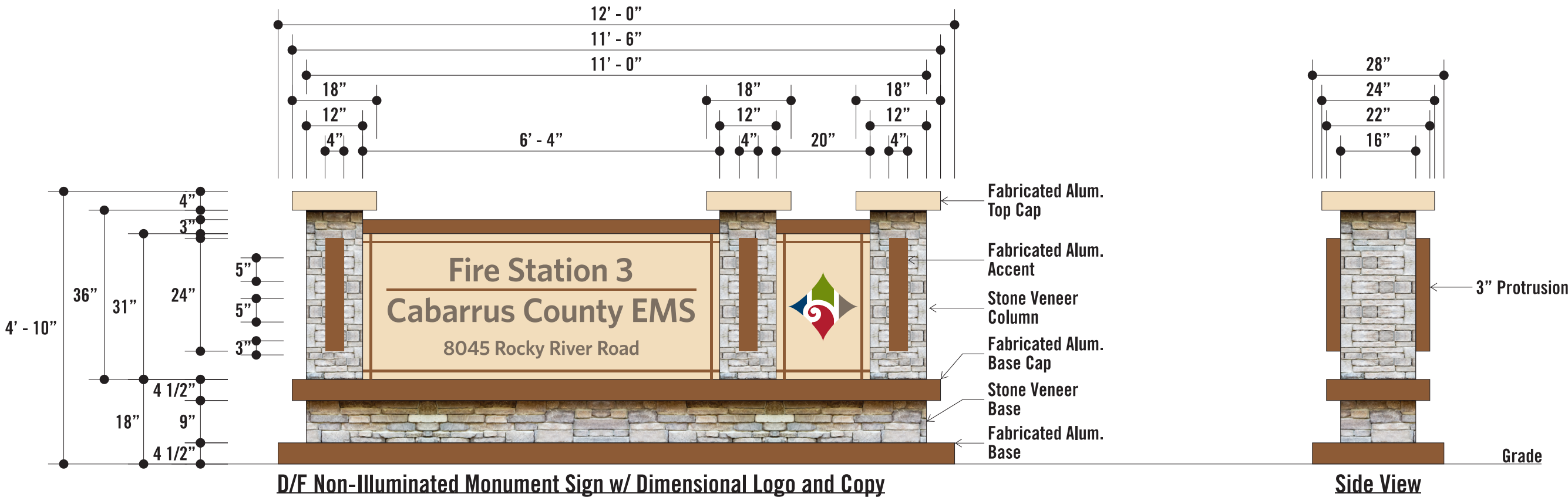
Acct. Rep: Spencer Brower

Designer: BG

Revisions: 10.25.18 (BG)  
10.31.18 (BG)  
11.1.18 (BG)  
11.5.18 (BG)  
11.16.18 (BG)  
11.18.18 (BG)  
12.13.18 (BG)  
1.28.19 (BG)  
1.29.19 (BG)

PROOF & PRODUCTION POLICY:  
Final examination for drawing accuracy is the responsibility of the customer. Any revisions requested after initial customer approval is received will incur additional design and/or fabrication charges. Colors indicated on this drawing are representative only. Actual colors will be determined by the information you provide/approve during the submittal process using actual paints, inks, and vinyls. Pantone PMS colors will be matched as closely as possible, but exact matches are not guaranteed.

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





## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration of Acceptance of the Deed of the Land for the Future Veterans Park and Related Value.

#### **Presenting Personnel:**

Daniel Stines, Parks & Recreation Director, Haynes Brigman, Town Manager

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

If approved:

Motion to accept the a Deed for property (identified as Parcel# 5507 85 9755 0000, as "Town Green Parcel") from Harris Square LLC in the amount of \$289,487.

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

Harris Square LLC provided the Town of Harrisburg 1.2192 acres, as part of the general conditions of the development, as provided by the developer. This parcel is to be developed as a "Town Green" space, with a designation of passive green park space, to be maintained by the Town's Parks and Recreation Department. The space is being designed to act as the Town's new Veterans Park, honoring all branches of Armed Forces, as well as all Significant Wars involving the United States. This property is donated to the Town by Harris Square LLC at no expense and will include no Excise Tax.

#### **Recommendation:**

Town Staff recommends approval of the deed and parcel acceptance and valuation.

#### **Fiscal Impact:**

Parcel donated to Town free of charge. The Town will recognize capital contribution revenue for the fair market value of the land, which has been determined to be \$289,487. This has been calculated by taking a proportionate value of the 1.2192 acres of the entire 24.962 parcel.

#### **Attachments:**

1. Harris Square Deed

## **NORTH CAROLINA SPECIAL WARRANTY DEED**

---

Excise Tax: \$-0-

Recording Time, Book and Page

Tax Map No. a portion of Parcel Identifier No. 5507 85 9755 0000

---

Mail after recording to: Grantee

This instrument was prepared by: Julie C. Chiu, Esq. (no title work performed)  
7804 Fairview Rd. #216, Charlotte, NC 28226

Brief Index: Town Green Parcel, Harris Square, Harrisburg

---

THIS DEED made as of the \_\_\_\_ day of February, 2019 by and between

---

### **GRANTOR**

Harris Square, LLC  
4530 Park Road, Suite 410  
Charlotte, North Carolina 28209

---

### **GRANTEE**

Town of Harrisburg  
4100 Main Street  
Harrisburg, NC 28075

---

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the Town of Harrisburg, Cabarrus County, North Carolina, and more particularly described in Exhibit A attached hereto and made a part hereof.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 12335, Page 233, Cabarrus County Public Registry.

The above described property does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the property hereinabove described is hereby conveyed subject to:

1. Ad valorem taxes for 2019 and subsequent years;
2. All easements, restrictions, covenants and other matters of record title; and
3. All applicable laws, ordinances and regulations

[Remainder of page left intentionally blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Special Warranty Deed to be duly executed as of the day and year first above written.

**HARRIS SQUARE, LLC,**  
a Florida limited liability company

By: LPA Harris Square, LLC,  
a North Carolina limited liability company,  
its Manager

By: Purser Harris Square, LLC,  
a North Carolina limited liability  
company, its Manager

By: \_\_\_\_\_  
Lat W. Purser, III  
Manager

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Lat W. Purser, III.

Date: February \_\_\_\_\_, 2019

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

Print Name: \_\_\_\_\_

*[Note: Notary Public must sign exactly as on notary seal]*

My Commission Expires: \_\_\_\_\_

☞ [NOTARY SEAL]      **(MUST BE FULLY LEGIBLE)**

## **Exhibit A**

### **Legal Description**

Being all of the proposed Town Green parcel of Harris Square, located in the Town of Harrisburg, Cabarrus County, North Carolina, and being more particularly described as follows:

**BEGINNING** at a new iron rod located at the intersection of the southern margin of the right of way of N.C. Highway 49 (a 100' public right-of-way) and the eastern margin of the right of way of Harrisburg Veterans Parkway (f/k/a Roberta Road) (a variable public right-of-way);

Thence with the southern margin of the right of way of N.C. Highway 49 the following (2) calls:

- 1) N 43°18'23" E - 59.55' to a new iron rod;
- 2) N 84°38'31" E - 167.05' to a calculated point at the northwest corner of proposed Outparcel 3;

Thence with the west line of proposed Outparcel 3, S 05°24'58" E - 231.27' to a calculated point in the line of the proposed Grocery Store Tract;

Thence with the line of the proposed Grocery Store Tract, the following two (2) calls:

- 1) S 84°35'02" W - 19.08' to a calculated point;
- 2) with the arc of a circular curve to the left, having a radius of 12529.67', an arc length of 20.02', (Chord: S 02°42'26" E, - 20.02') to a calculated point at the northeast corner of proposed Outparcel 4;

Thence with the line of proposed Outparcel 4, S 84°35'02" W - 199.72' to a calculated point on the eastern margin of the right of way of Harrisburg Veterans Parkway (f/k/a Roberta Road);

Thence with the eastern margin of the right of way of Harrisburg Veterans Parkway (f/k/a Roberta Road), the following (2) calls:

- 1) N 04°17'59" W - 155.55' to a new iron rod;
- 2) N 00°28'08" W - 56.84' to

the **POINT AND PLACE OF BEGINNING**, containing an area of 53,108 sq. ft. or 1.2192 acres, R.B. Pharr & Associates, P.A., reference Job No. 84330.



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration of Amendment to FY2019 Budget Ordinance for Town Hall HVAC Repair

#### **Presenting Personnel:**

Lee Connor, Assistant Town Manager

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

To approve the budget amendment for Town Hall HVAC repairs and upgrades.

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

The HVAC system for the first floor in Town Hall does not effectively or efficiently condition the building. There are areas of the first floor such as the Municipal Complex, Council Chambers and the Administrative side of the building that do not heat or cool properly. This is due to a mix of control panels, thermostats, and improperly zoned areas within the system. Many sections of the building do not have active thermostats and controls and other sections are controlled by incompatible areas elsewhere in the building.

In order to zone the building correctly and install new control panels and thermostats throughout the building, an overhaul to the control system is required. Note that the HVAC system itself is properly sized for the building and the major components of the system are in good working order. The new control system will be expandable and will carry over to the renovated building, once Town Hall is fully renovated. Estimates for this project are approximately \$35,000.

#### **Recommendation:**

Staff recommends approval of the budget amendment as presented.

#### **Fiscal Impact:**

Fiscal impact to the Town is \$35,000. Funds required for this project will be transferred from the General Fund's contingency account. The current balance in contingency, after approval of other items on the agenda, is \$263,405. Upon approval of this amendment, the balance in contingency for the remainder of FY2019 will be \$228,405.

#### **Attachments:**

1. Budget Amendment - GF Town Hall HVAC 03112019



## AN ORDINANCE AMENDING THE 2018-2019 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, 2019:

**Section 1.** Amend General Fund line items to account for Town Hall HVAC upgrades.

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

|                                   |           |
|-----------------------------------|-----------|
| Increase line item 100-1100-54300 | \$ 35,000 |
| M/R – Building & Grounds          |           |

|                                   |           |
|-----------------------------------|-----------|
| Decrease line item 100-8750-59500 | \$ 35,000 |
| Contingency                       |           |

**Section 3.** 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 4.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of March 2019.

---

Steve Sciascia, Mayor

ATTEST:

---

Janet Rackley, Town Clerk

:



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

**Title:**

Consideration of Law Enforcement Agency Cost Feasibility Study and Related Budget Amendment

**Presenting Personnel:**

Haynes Brigman, Town Manager

**Suggested Motion or Action:**

**If Approved:**

Motion to approve the Law Enforcement Agency Cost Feasibility Study with DBA Shield3 Consultants for an amount not to exceed \$14,000, and to allow the Town Manager to execute and oversee the contract; in addition to the necessary Budget Amendment in the amount of \$14,000 to move funds from Contingency to Town Council Special Projects.

**If Denied:**

Motion to deny the proposed contract presented.

**Description/Background:**

The Town Council directed staff to solicit private firms for the completion of a cost feasibility study for the Town, if it so desires, to create and operate its own law enforcement agency.

The intention of the study is to provide information to the Council and public on the overall costs and potential regional partnerships available for establishing this service in house (the Town currently contracts with Cabarrus County Sheriff's Department for law enforcement services).

Once a cost analysis has been obtained, it is recommended by staff that the Town hold community engagement meetings to present the information and discuss the pros and cons of a municipally-operated agency, with the intention of allowing the voters of Harrisburg to decide whether to proceed forward via referendum during the November 2019 municipal elections.

It is expected that from the completion of the study in late April/early May, the Town would be able to determine total costs of implementation and the necessary tax increase needed to move forward. This information, along with a proposed timeline for implementation, would be communicated to the Town Council and public via several public meetings in hopes of providing the necessary information to make an informed decision.

The Town would then use the outcome of the referendum to determine the future of law enforcement services within our community, at least in the short term.

Town staff has previously brought forward to Council for consideration a similar law enforcement feasibility study, but the cost of that study was determined to be too high at the time. After further consultation with both public and private organizations, Town staff feels confident the proposed contract will provide the necessary and accurate information needed to develop appropriate cost analysis and public education materials.

The consultant recommended for this project (DBA Shield3 Consultants) has previous oversight in establishing a municipal law enforcement agency for another North Carolina municipality, so they have first-hand knowledge of the nuances of launching a new agency.

**Recommendation:**

Staff recommends approval of the contract as presented.

**Fiscal Impact:**

Total cost for the study is not to exceed \$14,000. Funds required for the study will be transferred from the General Fund's contingency account, which has a current balance, after approval of other items on the agenda, of \$228,405. Upon approval of this budget amendment, the remaining balance in contingency for FY2019 will be \$214,405.

**Attachments:**

1. Law Enforcement Study - Proposal
2. Budget Amendment - GF Law Enforcement Feasibility Study 03112019

## **CONSULTANT PROPOSAL**

Proposal for consultant services between the Town of Harrisburg, NC (the "Town") and Greg Ratchford, DBA Shield3 Consultants (the "Consultant").

### **1. The Work**

**A.** Consultant shall provide the services and deliverables (hereinafter "the Work") set forth in one or more Statements of Work signed by the parties and specifically referencing this Proposal (each "Statement of Work" or "SOW"). The Work shall consist of advice and consultation (including preparation and provision of reports and other work product) and, except as set forth in the applicable SOW, include the provision of all personnel, equipment, facilities and supplies necessary to perform the Work. The terms and conditions of each SOW shall, with respect to such SOW, prevail over any conflicting terms and conditions of this Proposal. Each SOW shall be incorporated into this Proposal by this reference and be deemed to be a part of this Agreement.

**B.** Unless otherwise specified by the Town, from time to time, Consultant shall regularly consult with and comply with any instructions or directives regarding the scope and results of the Work given by the Harrisburg Town Manager, who shall have general control over the project in relation to which the Work is to be performed (the "Project").

**C.** Consultant represents and warrants that:

**i.** it shall perform the Work in a professional manner and in accordance with the specifications contained in the applicable SOW;

**ii.** it has all right, title and interest in and to the Work, and all components thereof, to perform and provide the Work, and that, upon completion of the Work the Town shall have good title to the Work, free from any lien, claim, charge, or encumbrance;

**iii.** the Work does not violate or infringe any copyright, patent, trade secret, trademark, trade name, right of privacy, or any other proprietary or other right of any person;

**iv.** it has full power and authority to provide this Proposal, enter into an agreement, to perform and complete the Work, and to grant the rights granted hereunder; and

### **2. Fees and Payments**

**A.** For the satisfactory performance of the Work by the relevant dates set forth in the applicable SOW, the Town shall pay Consultant in accordance with the schedule and rates set forth in the applicable SOW. Consultant shall deliver an invoice to the Town. Consultant shall not invoice the Town more frequently than once per month unless otherwise agreed upon; all invoices shall specify in detail the Work performed, the dates on which the Work was performed and, the number of invoiced hours during which the Work was performed.

**B.** Consultant shall not charge the Town sales or use taxes.

**C.** Payment Terms

**i.** The Consultant will invoice the Town at the rate of \$60.00 per hour with total Project fees not to exceed \$14,000.00.

ii. The Town shall pay Consultant by check. Payment shall be provided no more than 30 days from date of invoice.

### **3. Term and Termination**

A. The Project shall begin upon acceptance of Consultant's Proposal and execution of Project Agreement by both the Consultant and the Town.

B. Unless earlier terminated in accordance with section 3C, the Project shall terminate 60 days after the effective date of the Project Agreement unless extend, by agreement of both parties, until the Work has been performed in full to the satisfaction of the Town.

C. Either party may terminate the Project or any SOW, with or without cause, upon written notice of termination at least seven (7) days prior to the effective date of such termination.

D. Upon termination of the Project, by either party, Consultant shall deliver to the Town any and all Project Work and materials of any kind in Consultant's possession or control. Upon such delivery, the Town shall pay Consultant for the Work Consultant has completed to and including the termination date. Termination of the Project shall automatically terminate all outstanding SOWs.

### **4. Consultant Status**

The relationship of Consultant to the Town will be that of an independent contractor solely and Consultant is directly responsible for the mode, method, and manner of its activities. Under no circumstances, as a result of this any future agreement between the parties, shall Consultant be considered an employee or agent of the Town. Consultant shall have no right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the Town, or to bind the Town contractually in any manner whatsoever, nor shall the Town have any such right or authority in relation to Consultant. Consultant will not make any representation, express or implied, that it is an agent of the Town. The Town shall not be liable for any debts, obligations, or other liabilities of Consultant.

### **5. Confidentiality**

A. Consultant shall hold in confidence and shall not disclose, distribute, sell, copy, or otherwise disseminate or use (other than in the performance of the Work) the Town's "Confidential Information," which includes (i) any information about or relating to the Work or the Project or any results of the Work including without limitation any software or (ii) any information obtained, learned, received, or developed by Consultant while performing the Work that relates to the employees, students, research, development, plans, business affairs, property, records, processes, techniques, or equipment of the Town or of any third party that is performing work on or is otherwise involved in the Project. Upon termination of the Project, Consultant shall return to the Town any and all Confidential Information and any copies thereof or shall certify in writing to the Town that any and all Confidential Information and any copies thereof have been destroyed. This Section 5 shall survive termination of the Project.

B. The term "Confidential Information" does not include information that (a) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Consultant, (b) at the time of disclosure, was known to the Consultant through lawful means or through acts of a third party who is free to make such disclosure without restriction, (c) was independently developed by the Consultant without any use of the Confidential Information, or (d) is disclosed pursuant

to a lawful order or requirement of a court, administrative agency, or other governmental body having jurisdiction over the Consultant; provided, however, that the Consultant shall provide prompt notice thereof to the Town to enable the Town to seek a protective order or otherwise prevent or restrict such disclosure.

## **6. Intellectual Property**

The Work shall be deemed to be work made for hire and the Town shall own all right, title, and interest in and to the Work and each part and component thereof, whether or not patentable or copyrightable (including, without being limited to, results, inventions, information, materials, products, trade secrets, know-how, technical and non-technical data, discoveries, methods, processes, studies, research, test results, techniques, formulae, compounds, designs, improvements, developments, and any files, notebooks, drawings, software, computer programs, diagrams, specifications, and other documents containing or recording any of the foregoing, and any copyright therein and patent application or patent thereon. Consultant shall transfer and assign to the Town all right, title and interest in and to the Work. At the Town's request, Consultant shall promptly give, execute, deliver, file, and record any and all applications, assignments or other instruments, and shall do such other acts and things, as the Town may deem necessary in order effectively to transfer, assign, convey, and vest in and to the Town all right, title, and interest in and to the Work, each part and component thereof, all copyrights therein, and all patent applications and patents thereon; in order to assist the Town in prosecuting or defending any litigation and proceedings relating to the Work, any part or component thereof, any copyright therein, or any patent application or patent thereon; or in order to evidence or preserve the Town's ownership of the right, title, and interest in and to the Work, each part and component thereof, all copyrights therein, and all patent applications and patents thereon. This Section 6 shall survive termination of the Project.

## **STATEMENT OF WORK**

This Statement of Work ("SOW") shall be effective upon acceptance of Consultant's Proposal and execution of Project Agreement by both the Consultant and the Town.

### **1. Engagement Details**

Project Name: Harrisburg, NC; Law Enforcement Agency Cost Study

Project Start Date: TBD

Project End Date: TBD

### **2. Project Description & Scope of Work**

Consultant will investigate costs associated with the formation of a fifteen (15) member law enforcement agency within the Town of Harrisburg, NC. Consultant will provide written cost analysis that will include; but not be limited to: personnel and benefits (initial recruitment, ongoing, and long-term liability), equipment (purchase and on-going maintenance), training (initial and annual mandatory in-service), communications (internal and external), investigations, and mutual aid.

Consultant will investigate potential community partnerships with regard to establishment of a municipal law enforcement agency within the Town of Harrisburg, NC.

Consultant will provide requirements for the Town of Harrisburg, NC to establish a municipal law enforcement agency.

Consultant will provide recommendations and timeline related to implementation of a law enforcement agency within the Town of Harrisburg, NC.

Consultant will provide final written report to Harrisburg Town Manager.

Consultant will provide final report, in presentation form, to the elected Board of the Town of Harrisburg, NC.



## AN ORDINANCE AMENDING THE 2018-2019 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, 2019:

**Section 1.** Amend General Fund line items to account for the Law Enforcement Agency Cost Feasibility Study.

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

|                                                       |           |
|-------------------------------------------------------|-----------|
| Increase line item 100-1000-53900<br>Special Projects | \$ 14,000 |
|-------------------------------------------------------|-----------|

|                                                  |           |
|--------------------------------------------------|-----------|
| Decrease line item 100-8750-59500<br>Contingency | \$ 14,000 |
|--------------------------------------------------|-----------|

**Section 3.** 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 4.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of March 2019.

---

Steve Sciascia, Mayor

ATTEST:

---

Janet Rackley, Town Clerk