



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

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

AGENDA

1. CALL TO ORDER

- A. AGENDA ADOPTION
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. SPECIAL PRESENTATIONS
 - 1. Cabarrus County Chief Deputy James Bailey.
- 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 January 14, 2019 Town Council meeting.
- B. Consider the minutes of the January 14, 2019 Closed Session.
- C. Proclamation - Black History Month.
- D. Consideration of Amendment to FY2019 Budget Ordinance for Deputies Insurance Proceeds
- E. Consideration of Amendment to FY2019 Budget Ordinance for Water Sewer Insurance Proceeds
- F. Consideration of Approval of Hawthorne Subdivision Request for Street Acceptance, Phase 1, 2, 3 and 4 and Related Value
- G. Set Filing Fees for November 2019 Election.

3. COMMUNICATIONS

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

C. COUNCIL COMMENTS

4. **PUBLIC HEARINGS**

- A. H-2018-10 (R) Public Hearing for Conditional Rezoning and Zoning Map Amendment

5. **OLD BUSINESS**

6. **NEW BUSINESS**

- A. Consideration of Amendment to FY2019 Budget Ordinance for Contracted Planning Services
- B. Consideration of Amendment to Capital Project Ordinance for the New Harrisburg Veterans Park at Harris Square
- C. Consideration of Amendment to FY2019 Budget for Harrisburg Elementary Fields and Stallings Park Improvements and Enhancements
- D. Consideration of Approval of Park and Recreation Advisory Board Member Appointments
- E. Consideration of Approval of Contract to Repair Manholes in Cabarrus Woods

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 January 14, 2019 Town Council meeting.

Presenting Personnel:

Suggested Motion or Action:

To approve the minutes of the January 14, 2019 Town Council meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. Minutes January 14, 2019

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, JANUARY 14, 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

ABSENT: Councilmember Rick Russo

**1A.
AGENDA ADOPTION**

MOTION:
Councilmember Barfield made a motion to adopt the agenda as presented. Second was made by Councilmember Selberg. **The motion passed 7-0.**

**1B.
INVOCATION**

Dr. Watkins from Oak Grove Church conducted the invocation.

**1C.
PLEDGE OF ALLEGIANCE**

**1D.
SPECIAL PRESENTATIONS**

1. FY2018 Financial Audit Presentation.

**1E.
PUBLIC COMMENT**

None

**2.
CONSENT AGENDA**

- A. Consider the minutes of the December 10, 2018 Town Council meeting.
- B. Consider the minutes of the December 10, 2018 Closed Session.
- C. Proclamation for Dr. Martin Luther King, Jr. Day.
- D. Proclamation for the Health for Humanity Yogathon.
- E. Proclamation for School Choice Week.
- F. Consider Town Hall upfit budget.
- G. Consider 2019 Board and Committee Assignments.
- H. Consider FY2018 Financial Statements.

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

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

- As of today we are fully staffed in the Planning Department. Senior Planner Matthew Ward started today.
- Developer of Stallings Road project requested a delay in coming before Council due to some issues with the TIA.
- Town Hall renovation begins this week and should wrap up in about 60 days.

3B.

COMMUNICATIONS

MAYOR'S COMMENTS

- The Caldwell Road/Tom Query Road intersection has been talked about as one we might want to take out of the transportation bond and try to go ahead with getting that intersection improved sooner. Our Engineer says that we can do that. NCDOT is currently conducting a safety audit of this intersection. Following that we plan to meet with them to discuss moving forward with the improvement. The Town's portion of the improvement is about 20% so we will need to see if NCDOT is willing to move forward with their portion.

MOTION:

Councilmember Conrad made a motion to pull this intersection from the transportation bond and move forward with trying to get the improvements done sooner. Second was made by Councilmember Selberg.

The motion passed 7-0.

3C.

COMMUNICATIONS

COUNCIL'S COMMENTS

4A.

PUBLIC HEARING

H2018-13 (R) – Public Hearing for Zoning Map Amendment.

Jeremy Roberts with Eagle Engineering, Inc. on behalf of Sam's Investments II, LLC. has submitted a request to rezone approximately 6.26 acres located at 4015 NC HWY 49, beside the Shell gas station and across from Town Center. The request is to rezone the property from C-1, Light Commercial and Office to C-2, General Commercial. Rezoning of this site to C-2, General Commercial District, would permit the applicant's desire to build a car wash as the principal use of the property. This is a general rezoning request (not a conditional rezoning); a site plan is not required and does not need to be approved by the Town Council. Upon the rezoning approval, staff will review the site plan in accordance with our Unified Development Ordinance (UDO). 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 reasonable and in the public interest, and generally consistent with the Harrisburg Area Land Use Plan.

In the evaluation of current development patterns, land uses, and recent rezoning approvals in the area surrounding this rezoning request, Planning and Zoning staff have determined that the proposed rezoning fits the context of the area. Therefore, Planning and Zoning staff support the rezoning request.

The public hearing was opened.

Speaking: none

The public hearing was then closed.

Councilmember Barfield asked to be recused from deliberation and voting on this item.

MOTION:

Councilmember Smith made a motion to recuse Councilmember Barfield from deliberation on this item. Second was made by Councilmember Conrad. **The motion passed 7-0.**

After some discussion, the following action was taken:

MOTION:

Councilmember Smith made a motion to approve the rezoning request from C-1 (light commercial and office) to C-2 (general commercial) as requested by the applicant for the related property located in H-2018-13(R). Second was made by Mayor Pro-Tem Booth. **The motion passed 6-0.**

The following Consistency Statement was then proposed:

CONSISTENCY STATEMENT:

Based on the staff report and the staff presentation, although the proposed rezoning is not completely consistent with the provisions of the Harrisburg Area Land Use Plan, it fits the general context of the area and the recent rezonings that have been in that area. Therefore it is reasonable and in the public interest.

MOTION:

Mayor Pro-Tem Booth made a motion to approve the proposed Consistency Statement. Second was made by Councilmember Smith. **The motion passed 6-0.**

5A.**OLD BUSINESS**

Consider Natural Gas Franchise Agreement with PSNC. In 1989, the Town entered a Franchise Agreement with PSNC (Company) to allow the Company access and use of public places and ways (rights of ways) within the Town for purposes of constructing, installing, replacing, repairing, and maintaining gas transmission mains, pipes, service lines, and other apparatus and facilities necessary to operate a natural gas system. This agreement was for thirty years, and is set to expire in November 2019. The Town and PSNC have been working over the past several months to negotiate a renewal of the agreement. There are some significant updates and changes to the agreement that protect the Town and its interest in the rights-of-ways to ensure there is proper notification and permit acquisition before work is done. Of these updates, the most significant update is the change from giving PSNC carte blanche authority to work within the rights-of-ways without notifying the Town. In 2017, the Town implemented a right of way permitting process so that we could more accurately track work being done in the right of way and address problems with contractors who conducted this work. The new agreement will require PSNC to adhere to these permitting procedures. There is no fiscal impact to this new agreement. The agreement has been reviewed and approved by the Town Attorney and Town Engineer. Per North Carolina General Statutes, the Town must hear/approve the agreement in two Council meetings. The first of these two meetings was December 10, 2018. This is the second and final meeting.

After some discussion, the following action was taken:

MOTION:

Councilmember Conrad made a motion to approve the agreement as presented, and give authority to the Town Attorney and Town Manager to execute the agreement. Second was made by Councilmember Barfield. **The motion passed 7-0.**

6A.**NEW BUSINESS****Consider H2018-02 (S) – Davis Creek Subdivision Preliminary Plat.**

Timothy Arey with Arey Properties has submitted a preliminary plat application for a 44 lot single-family subdivision located off of NC Highway 49, directly east of and adjoining, the eastern edge of the Town Center. The submitted preliminary plat is consistent with the conditional zoning site plan that was approved by the Town Council on February 12, 2018 (H2017-13-R). The conditional rezoning request to CZ-RC, Residential Compact, was approved with conditions to restrict the density to 2.87 dwelling units per acre, as well as restrict this property to single-family detached type development and restrict the cladding materials to exclude vinyl siding. At the December 18th Planning and Zoning Board meeting, the board voted unanimously to recommend approval of the submitted Preliminary Plat by the Town Council. The preliminary plat is consistent with the Harrisburg Area Land Use Plan and the CZ-RC zoning standards, and approved conditional zoning site plan. Therefore, the Planning and Zoning Department recommends approval of this preliminary plat application for the Davis Creek Subdivision.

MOTION:

Councilmember Barfield made a motion to approve H2018-02 (S), preliminary plat for Davis Creek Subdivision, along with the conditions attached to the application. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

6B.

NEW BUSINESS

Consider contract for Construction Manager at Risk Services for Harrisburg Park renovation. Staff is requesting approval of the contract with J.D. Goodrum construction, for the services of Construction Management at Risk for Harrisburg Park. The contract specifies all relevant fees as associated with the costs of performance and management from J.D. Goodrum, and the fee structure provides the percentages of works as it will be calculated once the Guaranteed Maximum Price (GMP) has been confirmed. The services in this contract will carry the Harrisburg Park project to completion. J.D. Goodrum was selected based on a qualifications bid process. Their portfolio excelled in relevant projects, response to the RFQ, and exceptional professionalism from paper to conversation. J.D. Goodrum's project history includes, but is not limited to: Romare Bearden Park (Downtown Charlotte "Epicenter"), Sports Complex in Mathews and Lake Wylie Park, all of which have received regional and national recognition within the Parks and Recreation profession.

MOTION:

Mayor Pro-Tem Booth made a motion to approve the contract with J.D. Goodrum Construction for Construction Manager at Risk services and to generate a Guaranteed Maximum Price (GMP) for the Harrisburg Park Renovations. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

6C.

NEW BUSINESS

Consider reallocating Charlotte Symphony Funds. Staff is requesting Council consider reallocating the \$41,000 budgeted for the Charlotte Symphony to the July 4th Fireworks Show and Rockin-the-Burg Concert series. Eighty percent of the cost of the Charlotte Symphony derives from staging and logistics. The Symphony costs \$10,000 for the performance. Staff recommends having the Symphony return once a proper venue has been constructed; but in the meantime, allow budgeted funds to be used to enhance other programs of the Town. Of the \$41,000 budgeted for the Charlotte Symphony, staff recommends reallocating \$10,000 to the July 4th fireworks show. The fireworks show for this event has not had an increase in over 10 years. Staff believes 2019 would be a good year to support the increase in the wake of uncertainties of park construction, possible venue change etc. The remaining \$31,000 is recommended to be distributed throughout the Rockin-the-Burg concert series. This would provide staff with funding to obtain better performers for the remaining concerts. This would also enable reestablishing the symphony without further budget amendments once the amphitheater is completed. It should also be noted that once the amphitheater is complete there will be an additional \$2500-\$3000 per concert saved by no longer needing staging and logistics.

MOTION:

Mayor Pro-Tem Booth made a motion to approve reallocating budgeted funds for the Charlotte Symphony to the July 4th Fireworks show and Rockin-the-Burg Concert Series in the amounts detailed with this agenda item and the related budget amendment. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

6D.

NEW BUSINESS

Consider amending FY2019 Budget Ordinance for additional Sheriff's Deputies' Personnel and Capital Outlay costs. Contracted services with Cabarrus County Sheriff's Department are billed to the Town using salary and associated costs for nine deputies, one lieutenant and one sergeant. Costs for FY2018 totaled \$789,000. The Town originally budgeted approximately a 5% increase across the board, resulting in a total expected cost of \$832,000. Cabarrus County performed a rate study in the Sheriff's Department for FY2019 which resulted in approximately a 12% increase to salaries and associated costs. When applied to the 11 existing Sheriff's Department positions, there is a budget shortfall of \$40,000. The Cabarrus County Sheriff's Department has also allocated two deputies to fill the final two positions available for the Town that were previously vacant. The cost for the two additional deputies for half of FY2019 is approximately \$80,000. The combined budget shortfall for operations is

\$120,000. The addition of the two deputies for the Town requires two new vehicles added to the current fleet. The cost for these vehicles and all associated safety equipment is \$46,000 per vehicle for a total capital need of \$92,000.

MOTION:

Councilmember Barfield made a motion to approve the FY2019 budget amendments for contracted services and capital outlay as presented relating to the deputies' department. Second was made by Councilmember Smith. **The motion passed 7-0.**

6E.

NEW BUSINESS

Consider approval of revised Purchasing Policies and adoption of Uniform Guidance Policies. The Purchasing Policy was last revised and adopted at the December 10, 2012 Town Council meeting. The Purchasing Card Policy was adopted in July, 2017. Finance staff has updated the Town's Purchasing Policy as well as the Purchasing Card Policy to reflect both the changes and updates to the Statutory and other financial reporting requirements as well as to improve the Town's internal control framework and effectiveness. These policies have been expanded to provide Town employees with clear, concise instructions for all financial transactions, contract routing, and quote and bid procedures. Some of the noteworthy changes and updates consist of the following:

Purchasing Policy and Procedures-

1. Glossary provided with key financial and purchasing terms used throughout the Town's financial policies.
2. Updated the requisition process to include sales tax and all other ancillary charges due to a state-wide focus on Pre-Audit procedures.
3. Removal of petty cash accounts.
4. Addition of a Purchasing Flow Chart, which presents a graphic representation of the entire workflow for purchases, given the four different purchasing thresholds.
5. Reflects prior approval by Council to increase the requisition/purchase order threshold from \$500 to \$1,000.
6. Details what RFQ/RFP's are and when they are required.
7. Provides Special Procurement Procedures for
 - a) The Town's preference to utilize Public Work's fuel pumps in order to provide significant savings to the Town.
 - b) Travel policies related to fuel purchases, utilization of Town vehicles, and per diems.
 - c) Procedures for Capital Purchases which will be funded with borrowed funds.
8. Added a few classes of transactions that can be centralized to Finance for approval rather than routing through Department Heads, such as utilities, extermination services, branded items, and bulk mailings.
9. Addition of Contract-Routing Flow Chart, given three defined thresholds.
10. Reference to the new Uniform Guidance Policy for purchases made with Federal or State grant funds.

Purchasing Card Policy-

1. Recognizes the update to the Purchase Order threshold of \$1,000 and provides description of "small-dollar" purchases and "standard" purchases.

Finance staff members have also created two policies for the Town as a result of new requirements promulgated by the Office of Management and Budget. The Uniform Guidance is a government-wide framework for grants management which applies stringently to any local government which receives federal funding in the form of a grant or loan. In order for the Town to be eligible for and in compliance with federal grant requirements, it must first adopt a Uniform Guidance Procurement Policy and a Uniform Guidance Conflict of Interest and Gifts Policy. The Town is not able to utilize federal funds until these policies are adopted and in place. These policies work together with existing Town policies, however, federal requirements are often more restrictive than local policies and must be adhered to in order for the Town to remain eligible for current and future federal awards.

MOTION:

Councilmember Conrad made a motion to approve the revised Purchasing Policy and Procedures and Purchasing Card Policy and Procedures as well as to approve the Uniform Guidance Procurement Policy and Uniform Guidance Conflict of Interest and Gifts Policy. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

6F.

NEW BUSINESS

Consider Resolution for Local Water Supply Plan. This resolution is related to the Town's yearly Local Water Supply Plan (LWSP) that we are required to submit to NCDEQ. This plan describes where the Town's water supply comes from, such as Concord, Charlotte Water and Town wells, along with the estimated demand of that supply to determine adequate supply available. The plan has already been submitted, approved by the State and is attached to this agenda item for review. Please be advised the plan runs a year behind, which is why it shows 2017 on the approved plan.

MOTION:

Councilmember Conrad made a motion to approve the resolution for the Local Water Supply Plan. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

6G.

NEW BUSINESS

Consider contract for engineering services for new elevated water storage tank. Staff has been working with consultants on the water model update to identify the location of the new elevated water storage tank that has been determined to be needed. Council approved a professional services budget relating to the new water tank in the amount of \$300,000. After identifying the location as being at the new Fire Station #2 site, staff negotiated a fee in the amount of \$126,200 to design the new tank. The proposed contract is with Gavel & Dorn and amounts to \$126,200. The Town Manager, Town Attorney and Finance Department have reviewed this contract.

MOTION:

Councilmember Barfield made a motion to approve the contract with Gavel & Dorn Engineering in the amount of \$126,200 for engineering services for the new elevated water storage tank and authorize the Town Manager to execute the contract. Second was made by Councilmember Smith. **The motion passed 7-0.**

6H.

NEW BUSINESS

Consider request for concurrence for NCDOT – Speed Limit change on section of Hwy 49. NCDOT has submitted a request to the Town to agree with their recommendation to reduce the speed limit from 55 mph to 35 mph along Hwy 49 from the Mecklenburg County line to the Millbrook Road/Founders Way section. A sight distance study conducted by NCDOT determined there was limited sight distance at the Founders Way/Hwy 49 intersection, and the appropriate solution to this safety issue would be to lower the speed limit. This change would make Hwy 49 35 mph from the County line entering Harrisburg, rather than reducing from 55 mph to 35 mph at the area near Founders Way.

MOTION:

Councilmember Selberg made a motion to approve the request for concurrence from the NCDOT to reduce the speed limit from 55 mph to 35 mph in a section of Hwy 49 from the Mecklenburg County line to State Road 1128 (also known as Millbrook Road). Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

6I.

NEW BUSINESS

Consider Street Sweeping contract with NCDOT. The Town has been under a street sweeping contract with NCDOT since April 2013. This original agreement called for street sweeping only along NC49, for a total of 3.00 miles and totaled \$1,600 per year for a minimum of four sweeping cycles. NCDOT has now presented the Town with a new sweeping agreement where the Town will agree to sweep 36.79 miles of state-maintained roads twice a year for a total reimbursement from NCDOT in the amount of \$14,716. The agreement is for a total of five years with future extensions possible. Most of these roads do not have curb so they will only require minimal attention freeing personnel up to spend more time on the curbed sections. The Town currently provides street sweeping for some of the roadways being added in the contract, but this new contract will now compensate the Town for these services.

MOTION:

Councilmember Conrad made a motion to approve the 5-year street sweeping contract with NCDOT and authorize the Town Manager to execute such contract. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

7.

ACTION ITEMS

- Confirm Parks and Recreation by-laws are updated on our website
- Move Caldwell Road/Tom Query Road intersection out of bond
- Check on lighting issue in upper parking area of library
- Check on Highway 49 light outages

8.

CLOSED SESSION

MOTION:

Councilmember Selberg 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 Selberg made a motion to adjourn the meeting with a second from Mayor Pro-Tem Booth. **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 January 14, 2019 Closed Session.

Presenting Personnel:

Suggested Motion or Action:

To approve the minutes of the January 14, 2019 Closed Session.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Proclamation - Black History Month.

Presenting Personnel:

Suggested Motion or Action:

To approve the proclamation for Black History Month.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. Proclamation - Black History Month



Black History Month Proclamation

Whereas, Black History Month was inspired by Dr. Carter G. Woodson, a Harvard University trained Black scholar, who found in his studies that history books largely ignored the Black population; and

Whereas, Dr. Woodson accepted the challenge of writing Black people into the nation's history and went on to launch programs that have culminated into a month that draws the world's attention to the contributions of Black people throughout history; and

Whereas, this observance affords special opportunity to become more knowledgeable about Black heritage, and to honor the many Black leaders who have contributed to the progress of our nation; and

Whereas, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty;

Therefore I, Steven J. Sciascia, Mayor of the Town of Harrisburg, North Carolina, do hereby proclaim the month of February, 2019 as

Black History Month

in the Town of Harrisburg and urge all citizens to join together in making this a period of rededication to the principles of justice and equality for all people.

This the 11th day of February, 2019.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Amendment to FY2019 Budget Ordinance for Deputies Insurance Proceeds

Presenting Personnel:

Lee Connor, Assistant Town Manager

Suggested Motion or Action:

To approve the FY2019 budget amendment for Maintenance and Repair - Vehicles and Insurance Proceeds, as presented, relating to the Deputies' insurance claim.

Description/Background:

A Sheriff Deputy struck a deer with his 2014 Dodge Charger on November 21, 2018. The incident caused \$1,005 of damage and was filed under the Town's insurance with the NC League of Municipalities.

The Town has received the insurance proceeds of \$505 and will utilize this reimbursement towards the repair costs.

Recommendation:

Staff recommends approval of the budget amendment.

Fiscal Impact:

There is no net fiscal impact to the Town as a result of receiving the insurance proceeds.

Maintenance and Repairs - Vehicles and Insurance Proceeds line items will increase by \$505.

The fiscal impact of the incident to the Town is an increased Maintenance and Repair costs of \$570, which consists of the Town's insurance deductible as well as sales tax assessed on the repair, which is ineligible for insurance reimbursement.

Attachments:

1. Budget Amendment - GF Deputies Insurance Proceeds



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 Deputy insurance proceeds.
- Section 2.** To amend the General Fund line item, the appropriations are to be changed as follows:
- | | |
|-----------------------------------|--------|
| Increase line item 100-2000-54303 | \$ 505 |
| M/R - Vehicles | |
- Section 3.** To amend the General Fund line item, the revenues are to be changed as follows:
- | | |
|------------------------------|--------|
| Increase line item 100-49121 | \$ 505 |
| Insurance Proceeds | |
- Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.
- Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11th day of February 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk

:



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Amendment to FY2019 Budget Ordinance for Water Sewer Insurance Proceeds

Presenting Personnel:

Lee Connor, Assistant Town Manager

Suggested Motion or Action:

To approve the FY2019 budget amendment for Maintenance and Repair - Fire Hydrants and Insurance Proceeds, as presented, relating to the fire hydrant damaged by a vehicle at 5461 Hammermill Drive.

Description/Background:

On December 8, 2018, a fire hydrant at 5461 Hammermill Drive was struck by a vehicle and damaged beyond repair. The Town received funds from both the company that damaged the hydrant and from that company's insurance provider. Total funds received from the 3rd party and its insurance company total \$2,620. The hydrant has been replaced by the Town's Water and Sewer staff.

Recommendation:

Staff recommends approval of the budget amendment.

Fiscal Impact:

There is no net fiscal impact to the Town or the Water and Sewer Fund.

Insurance Proceeds and Maintenance and Repair - Fire Hydrants line items will be increased by \$2,620.

Attachments:

1. Budget Amendment -WSF Hydrant Insurance Proceeds



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 Water Sewer Fund line items to account for fire hydrant insurance proceeds.
- Section 2.** To amend the Water Sewer Fund line items, the appropriations are to be changed as follows:
- | | |
|-----------------------------------|----------|
| Increase line item 400-6000-54305 | \$ 2,620 |
| M/R – Fire Hydrants | |
- Section 3.** To amend the Water Sewer Fund line items, the revenues are to be changed as follows:
- | | |
|------------------------------|----------|
| Increase line item 400-49121 | \$ 2,620 |
| Insurance Proceeds | |
- Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.
- Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11th day of February 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of Hawthorne Subdivision Request for Street Acceptance, Phase 1, 2, 3 and 4 and Related Value

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

To approve the acceptance of streets and associated water and sewer infrastructure within Hawthorne Subdivision Phase 1, 2, 3 & 4 as requested by the applicant, adopt the related resolution and values identified within this agenda item.

Description/Background:

Paul Campbell with Northeast Engineering, PA is requesting that the Town assume maintenance of all of the streets within Phases 1, 2, 3 and 4 of Hawthorne Subdivision, that includes Sentinel Drive, Coronet Court, Springcrest Drive, Sweethaven Drive, Sunprice Drive and Denman Drive.

Public Works has reviewed the request, and is satisfied that the road meets the Town's standards.

Along with acceptance of the roads, the Town must also accept a value of those roads to properly account for in the Town's financial records. Based on the mileage of these roads, the value has been determined to be \$1,673,810 for streets, sidewalks and curb and gutter as well as \$694,695 for water lines and \$949,960.00 for sewer lines. This is calculated based on current construction costs for street construction and water and sewer infrastructure installation.

Recommendation:

Staff recommends approval.

Fiscal Impact:

The values noted above will be incorporated into the financial records of the Town with the annual financial audit.

Attachments:

1. Resolution - Hawthorne Street Acceptance
2. Hawthorne Subdivision Plats

BOOK 59 PAGE 23, 26, 27, 28
BOOK 60 PAGE 24, 53, 77
BOOK 61 PAGE 50, 51
BOOK 62 PAGE 16
BOOK 63 PAGE 45
Book 64 PAGE 61, 62
BOOK 65 PAGE 110
BOOK 68 PAGE 105

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

REQUEST FOR TOWN OF
HARRISBURG TO ACCEPT
ASPHALT & STORM DRAINAGE SYSTEMS, WATER & SEWER LINES
SENTINEL DRIVE
CORONET COURT
SPRINGCREST DRIVE
SWEETHAVEN LANE
SUNPRICE LANE
DENMAN DRIVE

Whereas, this is to certify that the developer recorded the Hawthorne Subdivision Phase 1 Map 1, 2, 3, 4, 5, 6 & 7, Phase 2 Map 1, 2, & 3, Phase 3 Map 1, Phase 4, Map 1 & 2 in above listed Book and Pages with Cabarrus County, and labeled as Public Right-of-Way for six streets listed above; and is located in the Town of Harrisburg limits.

Whereas, asphalt and storm drainage system, water and sewer lines have been installed on all the streets listed above.

Whereas, the Town of Harrisburg desires to accept the installed streets, water and sewer line, to be owned and maintained as part of the Town's public infrastructure systems, in accordance with the Standards and Service Report for the annexation.

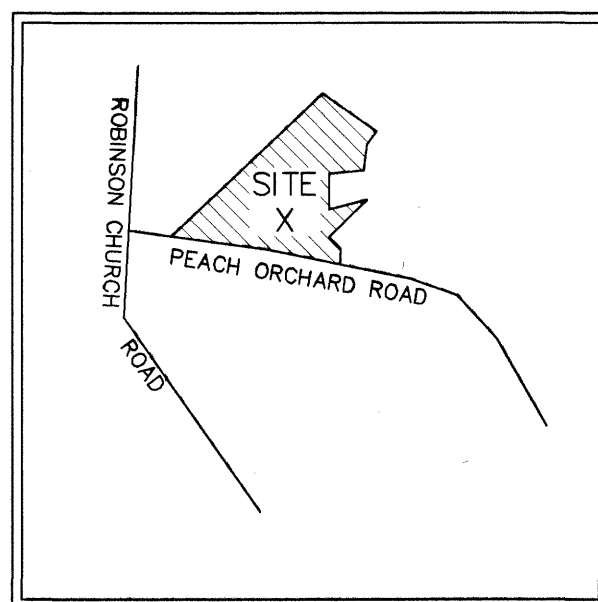
The Town of Harrisburg seeks to accept the above mentioned asphalt and storm drainage systems, water and sewer lines, for above mentioned streets into the Town's systems, to be owned and maintained as a part of the Town's public infrastructure systems.

Adopted this 11th day of February, 2019

Steven J. Sciascia, Mayor

Attest:

Janet Rackley, Town Clerk



LEGEND

EIR
SIR
R/W
DB
PG
MB
N/F
AC
ECM
CM
GUE
P/P
CL
R.Y.
MBL
(N.T.S.)
B/B
ST
CGF

EXISTING IRON ROD
SET IRON ROD
RIGHT-OF-WAY
DEED BOOK
PAGE
MAP BOOK
NOW OR FORMERLY
ACRES
EXISTING CONCRETE MONUMENT
CONCRETE MONUMENT
GENERAL UTILITY EASEMENT
POWER POLE
CENTERLINE
REAR YARD
MINIMUM BUILDING LINE
NOT TO SCALE
BACK OF CURB / BACK OF CURB
SIGHT TRIANGLE
COMBINED GRID FACTOR

LINETYPE LEGEND

--- SET BACK LINE
--- PROPERTY LINE
--- ADJOINING LINES NOT SURVEYED
--- SIGHT TRIANGLES
--- CENTERLINE
--- ACCESS EASEMENT
--- GENERAL UTILITY EASEMENT
--- TIE LINES
--- RIVER/STREAM OVERLAY DISTRICT
--- SANITARY SEWER EASEMENT

CERTIFICATE OF OWNERSHIP AND DEDICATION

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the Town of Harrisburg, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, walks, parks, open space and easements, except those specifically indicated as private, and that I will maintain all such areas until accepted by the Town of Harrisburg, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after a certificate of approval has been executed by the city, or after final acceptance of required improvements, whichever occurs later.

Owner: W. D. Smith Date: 6/22/10

VICINITY MAP (N.T.S.)

State of North Carolina
County of Mecklenburg

I, Edward H. Dalrymple, certify that this plat was drawn under my supervision from an actual field survey made under my supervision of Deed Book 8569 Page 92 as recorded in the Cabarrus County Public Registry; that the boundaries not surveyed are clearly indicated as dashed lines; that the ratio of precision is a minimum of 1:10,000; that the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; and that this plat was prepared in accordance with GS 47-30 as amended. Witness my original signature, registration number and my seal this 14th day of June, 2010.

Edward H. Dalrymple
Edward H. Dalrymple, NCPLS #4673



CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that this plat is in compliance with the Subdivision Regulations of the Town of Harrisburg and therefore this plat has been approved by the Harrisburg Town Council, or their designated review committee, subject to its being recorded with the Cabarrus County Register of Deeds within 30 days of the date below.

7-19-10
Date John W. Walker
Director of Planning

State of North Carolina
County of Cabarrus

I, Jonathan Marshall, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Jonathan Marshall 7-19-10
Review Officer Date

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I hereby certify that all streets, storm drainage systems, water and sewer systems and other improvements have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Harrisburg and the State of North Carolina in the Hawthorne Subdivision.

7-19-10
Date David Brown
for Director of Public Facilities

GENERAL NOTES:

- (1) SUBJECT PROPERTY IS OWNED BY STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC, a North Carolina limited liability company. DEED BOOK 8569 PAGE 92.
- (2) SUBJECT PROPERTY: PIN NO. PORTION OF 5505976025
- (3) SUBJECT PROPERTY IS ZONED: RL CLUSTER - CONDITIONAL USE
- (4) SETBACKS
FRONT 25'
REAR YARD 20'
SIDE YARD 10' (MIN)
SIDE CORNER 20'
MIN. SEPARATION BETWEEN STRUCTURES 30'
- (5) AREAS DETERMINED BY COORDINATE COMPUTATION.
- (6) #4 REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- (7) THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORM WATER CONVEYANCE. BUILDINGS ARE NOT PERMITTED IN THE EASEMENT AREA. ANY OTHER OBJECTS WHICH IMPEDE STORM WATER FLOW OR SYSTEM MAINTENANCE ARE ALSO PROHIBITED.
- (8) DRAINAGE EASEMENTS INDICATED AS SDE (STORM DRAINAGE EASEMENT) ARE EASEMENTS WHICH ARE THE MAINTENANCE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
- (9) THIS PROPERTY IS NOT GRAPHICALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED ON FEMA COMMUNITY PANEL NO: 370036-3710551500J DATED 11/5/08.
- (10) ALL DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED.
- (11) THIS PLAT MAY BE SUBJECT TO ANY DEED RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAY, UTILITIES, AND RESTRICTIVE COVENANTS AND CONDITIONS THAT MAY BE OF RECORD AND APPLICABLE HERETO AND MAY BE FOUND BY A LEGAL TITLE SEARCH.



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

TIE LINE (NTS)
USGS MONUMENT
"JAS 122" (NAD 83)
N: 557,267.297
E: 1,508,568.212
ELEV=672.417 (NGVD 29)
N59°05'45"W 1121.77' GROUND
1121.67' GRID

TIE LINE (NTS)
CITY OF CHARLOTTE
CONTROL MONUMENT "1346"
(NAD 83)
N: 555,064.854
E: 1,508,317.768
N45°37'03"E 3148.85' GRID
3149.15' GROUND

TIE LINE (NTS)
NGS MONUMENT
"M 049" (NAD 83)
N: 551,615.706
E: 1,510,355.352
ELEV=678.561 (NAD 29)
CGF=0.999905046
N48°40'01"W 5375.74' GRID
5376.25' GROUND

CONCRETE MONUMENT
CONTROL CORNER
N: 556,691.2107
E: 1,509,530.6155

30' FROM THE
CENTERLINE, NCDOT
PUBLIC R/W
0.087± AC

NOW OR FORMERLY
LIVING TRUST
GENEVA P. & CHARLES M. BROWN
DB 2030 PG 33

DELTA LAND SERVICES, INC.
1020 Crews Road suite L
Matthews, North Carolina 28105
Telephone 704/847-4700
Firm License #C-735

FILED Jul 19, 2010 03:18 pm
BOOK 00059
PAGE 0023 THRU 0023
INSTRUMENT # 15085

FILED
CABARRUS
COUNTY NC
LINDA F. McABEE
REGISTER
OF DEEDS

AREA SCHEDULE

TOTAL NUMBER OF LOTS: 1
ACREAGE IN LOTS: 0.360 AC±
ACREAGE IN STREET R/W: 0.678 AC±
ACREAGE IN NCDOT R/W 0.087 AC±
TOTAL PLATTED ACREAGE 1.125 AC±

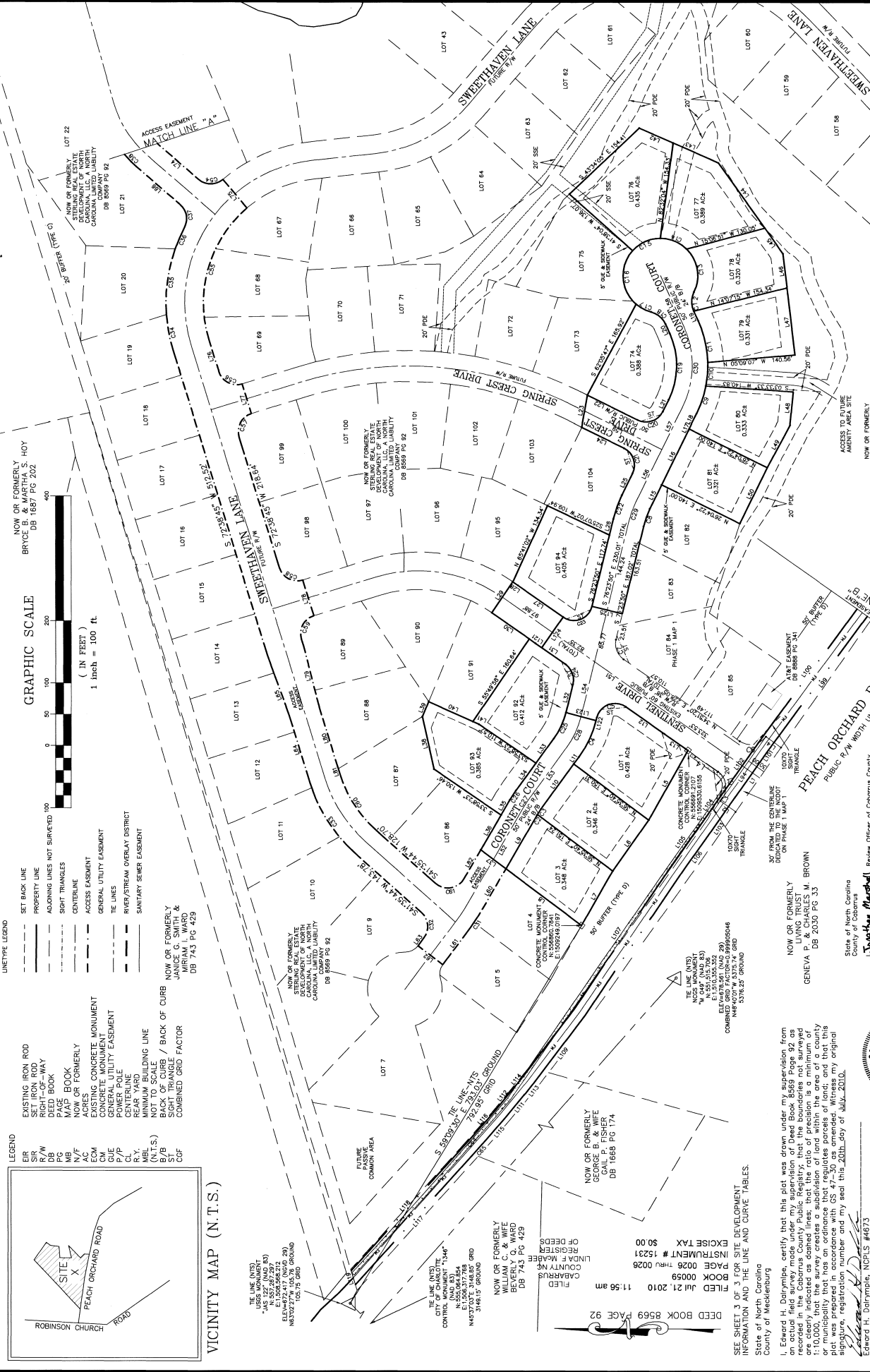
ROAD LENGTHS
SENTINEL DRIVE 405.88 LF
CORONET COURT 175.80 LF

LINE TABLE			
LINE	LENGTH	BEARING	
L1	126.19	N54°57'05"W	
L2	30.00	N35°02'55"E	
L3	6.26	N54°57'05"W	
L4	59.10	N34°51'19"E	
L5	45.90	N34°51'19"E	
L6	50.00	S14°03'01"W	
L7	46.85	S76°23'50"E	
L8	46.67	N34°51'19"E	
L9	60.00	N55°08'41"W	
L10	50.00	S13°36'10"W	
L11	19.27	S76°23'50"E	
L12	23.51	S76°23'50"E	
L13	30.00	S35°10'41"W	
L14	11.78	S69°59'46"E	
L15	4.46	S76°23'50"E	

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	30.00	47.23	42.50	N79°57'07"E
C2	30.00	58.25	49.52	N20°46'15"W
C3	30.00	36.00	33.88	N69°13'45"E
C4	30.00	58.25	49.52	S20°46'15"E
C5	30.00	36.00	33.88	S69°13'45"W
C6	30.00	47.02	42.35	S10°02'53"E

Title:	FINAL PLAT HAWTHORNE PHASE 1-MAP 1		
Owner:	STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC, a North Carolina limited liability company DB 8569 PG 92 401 S. TRYON STREET SUITE 2600 CHARLOTTE, NC 28202-1935		
Location:	TOWN OF HARRISBURG NO. 1 TOWNSHIP COUNTY OF CABARRUS, STATE OF NORTH CAROLINA		
Date:	05/19/10	Drawn By:	TMG
Checked By:		Job No.	
DCA/CAD No.	HAWPLATLOT-84.DWG		

Book 57109 26



FINAL PLAT
HAWTHORNE
PHASE 1-MAP 2
SHEET 1 OF 3

Title: **STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC.**
a North Carolina limited liability company
DB 8569 PG 92
401 S. TRYON STREET SUITE 2600
CHARLOTTE, NC 28202-1935

Owner: **STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC.**
a North Carolina limited liability company
DB 8569 PG 92
401 S. TRYON STREET SUITE 2600
CHARLOTTE, NC 28202-1935

Location: **TOWN OF HARRISBURG NO. 1 TOWNSHIP**
COUNTY OF CABARRUS, STATE OF NORTH CAROLINA

Date: 05/19/10 Drawn By: [Signature] Checked By: [Signature] Job No. [Blank] DCA/CAD No. [Blank] HAWK/CAD #4600

DELTA LAND SERVICES, INC.
1020 Crews Road suite L
Matthews, North Carolina 2805
Telephone 704/847-4700
Firm License #C-735

REVISION
DATE BY Municipal comments
1 5-14-10 EHD

CERTIFICATE OF FINAL PLAT APPROVAL

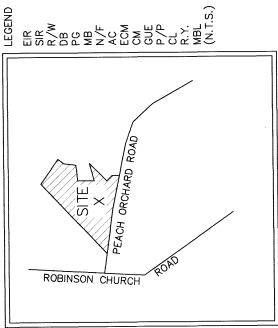
I, Edward H. Dalrymple, certify that this plat is in compliance with the Surveying and Mapping Act of 1991, that the boundaries not surveyed or indicated as dashed lines, that the ratio of precision is a minimum of 1:10,000, that the survey was made in accordance with the laws of the State of North Carolina, that this plat was prepared in accordance with the laws of the State of North Carolina, and that this plat was registered in accordance with GS 47-30 as amended. Witness my original signature, preparation number and my seal this 20th day of JULY, 2010.

Edward H. Dalrymple, NPLS #4673
Surveyor General

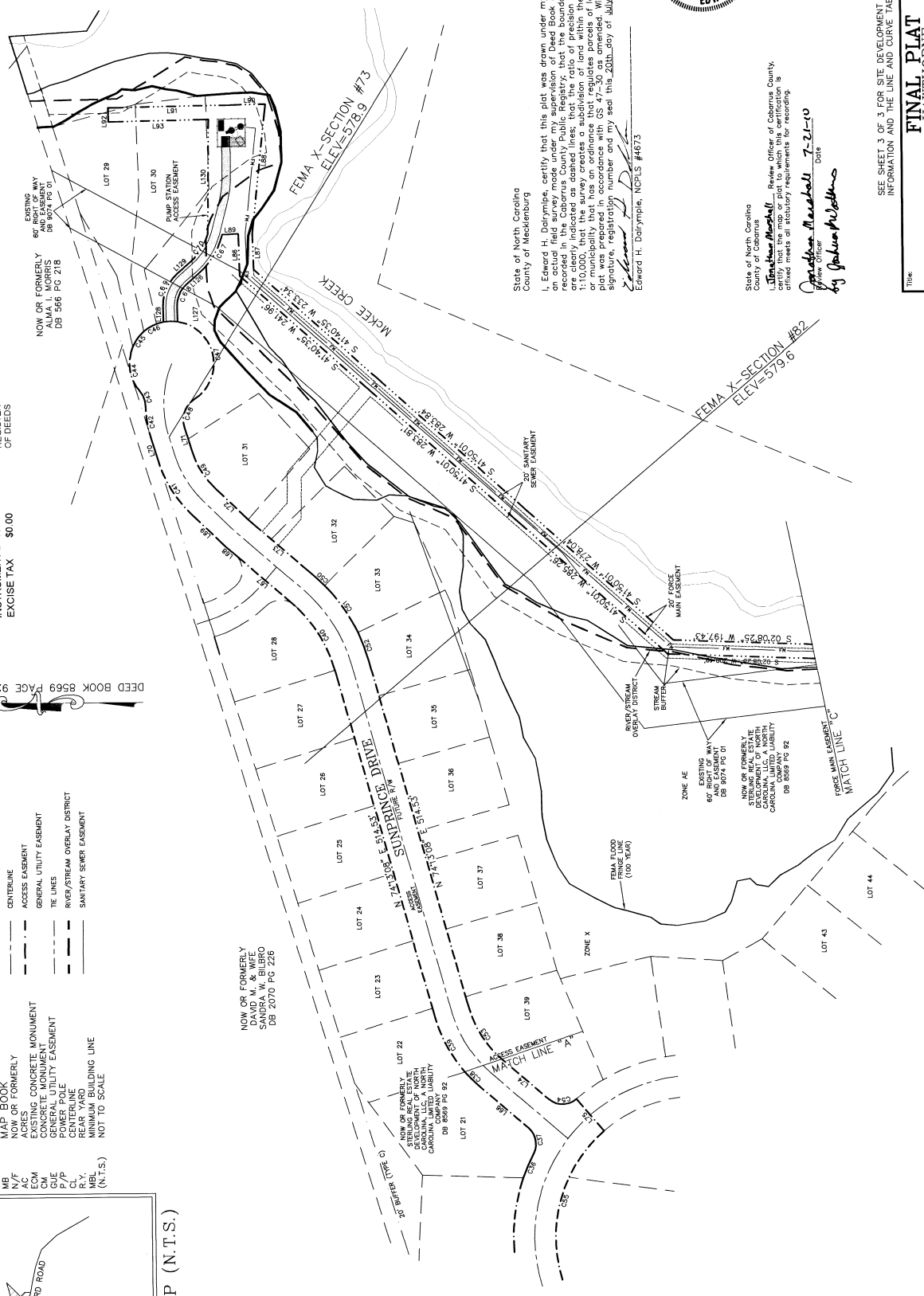
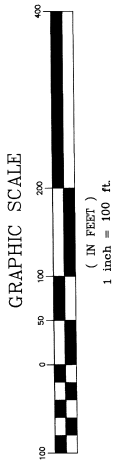
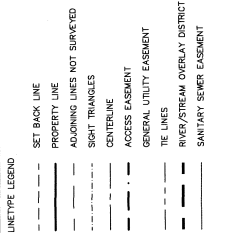
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
J. Edward H. Dalrymple, NPLS #4673
Surveyor General

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
J. Edward H. Dalrymple, NPLS #4673
Surveyor General

DEED BOOK 8569 PAGE 92



VICINITY MAP (N.T.S.)



State of North Carolina
County of Mecklenburg

I, Edward H. Doolittle, certify that this plat was drawn under my supervision from an actual field survey made under my supervision of Deed Book 8569 Page 92 as recorded in the Cabarrus County Public Register, and that the boundary line between the County of Mecklenburg and the County of Cabarrus is a minimum of 1:10,000, that the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; and that this plat was prepared in accordance with US National Surveying Standards. My original signature, registration number and date this 20th day of July, 2010.

Edward H. Doolittle, MGS # 14673



State of North Carolina
County of Cabarrus

I, Jonathan Marshall, Review Officer of Cabarrus County,
certify that the map or plat to which this certification is
affixed meets all statutory requirements for recording.

Jonathan Marshall 7-21-10 Date
Review Officer
by Nedra Wiggins

SEE SHEET 3 OF 3 FOR SITE DEVELOPMENT
INFORMATION AND THE LINE AND CURVE TABLES.

FINAL PLAT
HAWTHORNE
PHASE 1-MAP 2
SHEET 2 OF 3

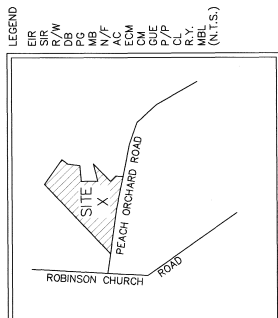
Owner: STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC.
a North Carolina limited liability company
DB 8569 PG 92
401 S. TRYON STREET SUITE 2600

DELTA LAND SERVICES, INC.
1020 Crews Road suite L
Mathews, North Carolina 28105
Telephone 704/847-4700
Firm License #C-735

TOWN OF HARRISBURG NO. 1 TOWNSHIP
COUNTY OF CABARRUS, STATE OF NORTH CAROLINA

Date: 05/19/10	Drawn By: TMG	Checked By:	Job No.
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BOOK 59 PAGE 28



VICINITY MAP (N.T.S.)

- LEGEND
- EXISTING IRON ROD
 - SET IRON ROD
 - RIGHT-OF-WAY
 - DEED BOOK
 - MAP BOOK
 - NOW OR FORMERLY
 - ADJACENT CONVERSE MONUMENT
 - CONCRETE MONUMENT
 - GENERAL UTILITY EASEMENT
 - POWER POLE
 - REAR YARD
 - MINIMUM BUILDING LINE
 - NOT TO SCALE

- LINE TYPE LEGEND
- SET BACK LINE
 - PROPERTY LINE
 - ADJOINING LINES NOT SURVEYED
 - SIGHT TRIANGLES
 - CENTRELINE
 - ACCESS EASEMENT
 - GENERAL UTILITY EASEMENT
 - THE LINES
 - RIVER/STREAM OVERLAY DISTRICT
 - SANITARY SEWER EASEMENT

- GENERAL NOTES
- SUBJECT PROPERTY IS OWNED BY STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC, a North Carolina limited liability company.
 - DEED BOOK 8569 PAGE 92.
 - SUBJECT PROPERTY IS ZONED: RL CLUSTER - CONDITIONAL USE
 - SETBACKS
 - REAR YARD 25'
 - SIDE YARD 10' (MIN)
 - AREA DETERMINED BY COORDINATE CALCULATION
 - REAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORM WATER DRAINAGE FOR THE PROPERTY AND ADJACENT PROPERTIES. THE SDE IS A PERMANENT EASEMENT WHICH INCLUDES STORM WATER FLOW OR SYSTEM MAINTENANCE. ALSO PROHIBITED EASEMENTS INDICATED AS SDE (STORM DRAINAGE EASEMENT) ARE:
 - (1) THIS PROPERTY IS NOT GRAPHICALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA COMMUNITY PANEL NO. 370036-370051500 DATED 11/5/08.
 - (2) IDENTIFIED ON FEMA COMMUNITY PANEL NO. 370036-370051500 DATED 11/5/08.
 - (3) THE PROPERTY IS NOT SUBJECT TO ANY RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAY, UTILITIES, AND RESTRICTIVE COVENANTS AND CONDITIONS THAT MAY BE OF RECORD AND APPLICABLE HEREON AND MAY BE FOUND BY A LEGAL TITLE SEARCH.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, hereby certify that I am the owner of the property shown and described herein, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plan as specifically indicated as private, and that I will maintain all such areas until accepted by the Town of Harrisburg, and further that I hereby guarantee that I will correct defects or failure of improvements in such approval has been executed by the city, or after final acceptance of required improvements, when such improvements occur for the benefit of the property.

David G. Galt 7/14/10
Owner

EASEMENT LINE TABLE

LINE	LENGTH	BEARING
L60	88.86	S60°04'27"E
L61	4.92	S52°22'20"E
L62	18.01	S52°22'20"E
L63	18.01	S52°22'20"E
L64	113.98	S72°38'45"W
L65	70.87	N69°47'01"E
L66	92.04	N40°48'01"E
L67	112.03	N40°32'43"E
L68	18.43	N42°48'18"E
L69	66.13	N42°48'18"E
L70	35.62	N72°30'37"E
L71	35.62	N72°30'37"E
L72	64.17	N43°14'48"E
L73	122.32	N40°48'01"E
L74	87.54	N40°48'01"E
L75	60.00	S49°21'54"W
L76	53.88	S72°38'45"W
L77	50.00	S72°38'45"W
L78	60.00	S72°38'45"W
L79	30.00	S72°38'45"W
L80	108.14	S72°38'45"W
L81	7.84	S72°38'45"W
L82	53.52	S60°04'27"E
L83	4.48	S72°05'26"W
L84	23.40	N61°22'18"E
L85	4.49	S72°05'26"W
L86	61.40	S88°28'16"W
L87	51.41	S88°28'16"W
L88	13.02	N40°48'01"E
L89	144.34	N80°00'42"E
L90	26.24	N80°00'42"E
L91	8.54	S21°36'07"E
L92	3.63	S72°38'45"W
L93	1.33	S69°59'18"W
L94	22.17	S88°28'16"W
L95	22.17	S88°28'16"W
L96	22.17	S88°28'16"W
L97	22.17	S88°28'16"W
L98	22.17	S88°28'16"W
L99	22.17	S88°28'16"W
L100	22.17	S88°28'16"W
L101	22.17	S88°28'16"W
L102	22.17	S88°28'16"W
L103	22.17	S88°28'16"W
L104	22.17	S88°28'16"W
L105	22.17	S88°28'16"W
L106	22.17	S88°28'16"W
L107	22.17	S88°28'16"W
L108	22.17	S88°28'16"W
L109	22.17	S88°28'16"W
L110	22.17	S88°28'16"W
L111	22.17	S88°28'16"W
L112	22.17	S88°28'16"W
L113	22.17	S88°28'16"W
L114	22.17	S88°28'16"W
L115	22.17	S88°28'16"W
L116	22.17	S88°28'16"W
L117	22.17	S88°28'16"W
L118	22.17	S88°28'16"W
L119	22.17	S88°28'16"W
L120	22.17	S88°28'16"W
L121	22.17	S88°28'16"W
L122	22.17	S88°28'16"W
L123	22.17	S88°28'16"W
L124	22.17	S88°28'16"W
L125	22.17	S88°28'16"W
L126	22.17	S88°28'16"W
L127	22.17	S88°28'16"W
L128	22.17	S88°28'16"W
L129	22.17	S88°28'16"W
L130	22.17	S88°28'16"W

PEACH ORCHARD ROAD

LINE	LENGTH	BEARING
L1	126.19	N54°57'05"W
L2	30.00	N54°57'05"W
L3	46.85	S78°53'20"E
L4	6.26	S54°57'05"E
L5	59.46	S54°57'05"E
L6	100.04	S54°57'05"E
L7	100.04	S54°57'05"E
L8	100.04	S54°57'05"E
L9	100.04	S54°57'05"E
L10	100.04	S54°57'05"E
L11	100.04	S54°57'05"E
L12	100.04	S54°57'05"E
L13	100.04	S54°57'05"E
L14	100.04	S54°57'05"E
L15	100.04	S54°57'05"E
L16	100.04	S54°57'05"E
L17	100.04	S54°57'05"E
L18	100.04	S54°57'05"E
L19	100.04	S54°57'05"E
L20	100.04	S54°57'05"E
L21	100.04	S54°57'05"E
L22	100.04	S54°57'05"E
L23	100.04	S54°57'05"E
L24	100.04	S54°57'05"E
L25	100.04	S54°57'05"E
L26	100.04	S54°57'05"E
L27	100.04	S54°57'05"E
L28	100.04	S54°57'05"E
L29	100.04	S54°57'05"E
L30	100.04	S54°57'05"E

FORCE MAIN EASEMENT

LINE	LENGTH	BEARING
L1	126.19	N54°57'05"W
L2	30.00	N54°57'05"W
L3	46.85	S78°53'20"E
L4	6.26	S54°57'05"E
L5	59.46	S54°57'05"E
L6	100.04	S54°57'05"E
L7	100.04	S54°57'05"E
L8	100.04	S54°57'05"E
L9	100.04	S54°57'05"E
L10	100.04	S54°57'05"E
L11	100.04	S54°57'05"E
L12	100.04	S54°57'05"E
L13	100.04	S54°57'05"E
L14	100.04	S54°57'05"E
L15	100.04	S54°57'05"E
L16	100.04	S54°57'05"E
L17	100.04	S54°57'05"E
L18	100.04	S54°57'05"E
L19	100.04	S54°57'05"E
L20	100.04	S54°57'05"E
L21	100.04	S54°57'05"E
L22	100.04	S54°57'05"E
L23	100.04	S54°57'05"E
L24	100.04	S54°57'05"E
L25	100.04	S54°57'05"E
L26	100.04	S54°57'05"E
L27	100.04	S54°57'05"E
L28	100.04	S54°57'05"E
L29	100.04	S54°57'05"E
L30	100.04	S54°57'05"E

FORCE MAIN EASEMENT

LINE	LENGTH	BEARING
L1	126.19	N54°57'05"W
L2	30.00	N54°57'05"W
L3	46.85	S78°53'20"E
L4	6.26	S54°57'05"E
L5	59.46	S54°57'05"E
L6	100.04	S54°57'05"E
L7	100.04	S54°57'05"E
L8	100.04	S54°57'05"E
L9	100.04	S54°57'05"E
L10	100.04	S54°57'05"E
L11	100.04	S54°57'05"E
L12	100.04	S54°57'05"E
L13	100.04	S54°57'05"E
L14	100.04	S54°57'05"E
L15	100.04	S54°57'05"E
L16	100.04	S54°57'05"E
L17	100.04	S54°57'05"E
L18	100.04	S54°57'05"E
L19	100.04	S54°57'05"E
L20	100.04	S54°57'05"E
L21	100.04	S54°57'05"E
L22	100.04	S54°57'05"E
L23	100.04	S54°57'05"E
L24	100.04	S54°57'05"E
L25	100.04	S54°57'05"E
L26	100.04	S54°57'05"E
L27	100.04	S54°57'05"E
L28	100.04	S54°57'05"E
L29	100.04	S54°57'05"E
L30	100.04	S54°57'05"E

FORCE MAIN EASEMENT

LINE	LENGTH	BEARING
L1	126.19	N54°57'05"W
L2	30.00	N54°57'05"W
L3	46.85	S78°53'20"E
L4	6.26	S54°57'05"E
L5	59.46	S54°57'05"E
L6	100.04	S54°57'05"E
L7	100.04	S54°57'05"E
L8	100.04	S54°57'05"E
L9	100.04	S54°57'05"E
L10	100.04	S54°57'05"E
L11	100.04	S54°57'05"E
L12	100.04	S54°57'05"E
L13	100.04	S54°57'05"E
L14	100.04	S54°57'05"E
L15	100.04	S54°57'05"E
L16	100.04	S54°57'05"E
L17	100.04	S54°57'05"E
L18	100.04	S54°57'05"E
L19	100.04	S54°57'05"E
L20	100.04	S54°57'05"E
L21	100.04	S54°57'05"E
L22	100.04	S54°57'05"E
L23	100.04	S54°57'05"E
L24	100.04	S54°57'05"E
L25	100.04	S54°57'05"E
L26	100.04	S54°57'05"E
L27	100.04	S54°57'05"E
L28	100.04	S54°57'05"E
L29	100.04	S54°57'05"E
L30	100.04	S54°57'05"E

FORCE MAIN EASEMENT

LINE	LENGTH	BEARING
L1	126.19	N54°57'05"W
L2	30.00	N54°57'05"W
L3	46.85	S78°53'20"E
L4	6.26	S54°57'05"E
L5	59.46	S54°57'05"E
L6	100.04	S54°57'05"E
L7	100.04	S54°57'05"E
L8	100.04	S54°57'05"E
L9	100.04	S54°57'05"E
L10	100.04	S54°57'05"E
L11	100.04	S54°57'05"E
L12	100.04	S54°57'05"E
L13	100.04	S54°57'05"E
L14	100.04	S54°57'05"E
L15	100.04	S54°57'05"E
L16	100.04	S54°57'05"E
L17	100.04	S54°57'05"E
L18	100.04	S54°57'05"E
L19	100.04	S54°57'05"E
L20	100.04	S54°57'05"E
L21	100.04	S54°57'05"E
L22	100.04	S54°57'05"E
L23	100.04	S54°57'05"E
L24	100.04	S54°57'05"E
L25	100.04	S54°57'05"E
L26	100.04	S54°57'05"E
L27	100.04	S54°57'05"E
L28	100.04	S54°57'05"E
L29	100.04	S54°57'05"E
L30	100.04	S54°57'05"E

FORCE MAIN EASEMENT

LINE	LENGTH	BEARING
L1	126.19	N54°57'05"W
L2	30.00	N54°57'05"W
L3	46.85	S78°53'20"E
L4	6.26	S54°57'05"E
L5	59.46	S54°57'05"E
L6	100.04	S54°57'05"E
L7	100.04	S54°57'05"E
L8	100.04	S54°57'05"E
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L11	100.04	S54°57'05"E
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L23	100.04	S54°57'05"E
L24	100.04	S54°57'05"E
L25	100.04	S54°57'05"E
L26	100.04	S54°57'05"E
L27	100.04	S54°57'05"E
L28	100.04	S54°57'05"E
L29	100.04	S54°57'05"E
L30	100.04	S54°57'05"E

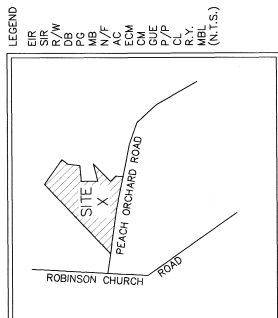
FORCE MAIN EASEMENT

LINE	LENGTH	BEARING
L1	126.19	N54°57'05"W
L2	30.00	N54°57'05"W
L3	46.85	S78°53'20"E
L4	6.26	S54°57'05"E
L5	59.46	S54°57'05"E
L6	100.04	S54°57'05"E
L7	100.04	S54°57'05"E
L8	100.04	S54°57'05"E
L9	100.04	S54°57'05"E
L10	100.04	S54°57'05"E
L11	100.04	S54°57'05"E
L12	100.04	S54°57'05"E
L13	100.04	S54°57'05"E
L14	100.04	S54°57'05"E
L15	100.04	S54°57'05"E
L16	100.04	S54°57'05"E
L17	100.04	S54°57'05"E
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L19	100.04	S54°57'05"E
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L25	100.04	S54°57'05"E
L26	100.04	S54°57'05"E
L27	100.04	S54°57'05"E
L28	100.04	S54°57'05"E
L29	100.04	S54°57'05"E
L30	100.04	S54°57'05"E

FORCE MAIN EASEMENT

LINE	LENGTH	BEARING
L1	126.19	N54°57'05"W
L2	30.00	N54°57'05"W
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L8	100.04	S54°57'05"E
L9	100.04	S54°57'05"E
L10	100.04	S54°57'05"E
L11	100.04	S54°57'05"E
L12	100.04	S54°57'05"E
L13	100.04	S54°57'05"E
L14	100.04	S54°57'05"E

BOOK 59 PAGE 28



VICINITY MAP (N.T.S.)

- LEGEND
- EXISTING ROAD
 - SET IRON ROD
 - RIGHT-OF-WAY
 - DEED BOOK
 - MAP BOOK
 - NOW OR FORMERLY
 - ADJACENT CONVERSE MONUMENT
 - CONCRETE MONUMENT
 - GENERAL UTILITY EASEMENT
 - POWER POLE
 - REAR YARD
 - MINIMUM BUILDING LINE
 - NOT TO SCALE

- LINE TYPE LEGEND
- SET BACK LINE
 - PROPERTY LINE
 - ADJOINING LINES NOT SURVEYED
 - SIGHT TRIANGLES
 - CENTRELINE
 - ACCESS EASEMENT
 - GENERAL UTILITY EASEMENT
 - THE LINES
 - RIVER/STREAM OVERLAY DISTRICT
 - SANITARY SEWER EASEMENT

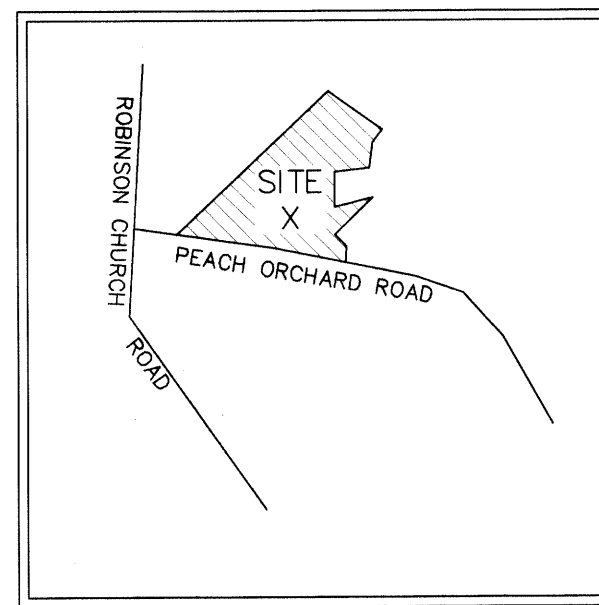
- GENERAL NOTES
- SUBJECT PROPERTY IS OWNED BY STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC, a North Carolina limited liability company.
 - DEED BOOK 8569 PAGE 92.
 - SUBJECT PROPERTY IS ZONED: RL CLUSTER - CONDITIONAL USE
 - SETBACKS
 - REAR YARD 25'
 - SIDE YARD 10' (MIN)
 - AREAS DETERMINED BY COORDINATE COMPUTATION.
 - REAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORM WATER DRAINAGE FOR THE SUBJECT PROPERTY AND ADJACENT PROPERTIES. THE SDE IS A PERMANENT EASEMENT WHICH IMPROVES STORM WATER FLOW OR SYSTEM MAINTENANCE. ALSO PROHIBITED EASEMENTS INDICATED AS SDE (STORM DRAINAGE EASEMENT) ARE:
 - (1) THIS PROPERTY IS NOT GRAPHICALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA COMMUNITY PANEL NO. 370036-370051500 DATED 11/5/08.
 - (2) IDENTIFIED ON FEMA COMMUNITY PANEL NO. 370036-370051500 DATED 11/5/08.
 - (3) THE PROPERTY IS NOT SUBJECT TO ANY RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAY, UTILITIES, AND RESTRICTIVE COVENANTS AND CONDITIONS THAT MAY BE OF RECORD AND APPLICABLE HEREIN AND MAY BE FOUND BY A LEGAL TITLE SEARCH.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, hereby certify that I am the owner of the property shown and described herein, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plan as specifically indicated as private, and that I will maintain all such areas until accepted by the Town of Harrisburg, and further that I hereby guarantee that I will correct defects or failure of improvements in such approval has been executed by the city, or after final acceptance of required improvements, when such improvements occur for the benefit of the public.

David G. Galt 7/14/10
Owner

EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L60	88.86	S60°04'27"E
L61	74.92	S53°22'20"E
L62	18.01	S52°22'20"E
L63	18.01	S52°22'20"E
L64	113.98	S72°38'45"W
L65	70.87	N69°47'01"E
L66	92.04	N40°48'01"E
L67	112.03	N40°32'43"E
L68	18.43	N42°48'18"E
L69	66.13	N42°48'18"E
L70	35.62	N72°30'37"E
L71	35.62	N72°30'37"E
L72	64.17	N43°14'48"E
L73	122.32	N40°48'01"E
L74	87.54	N40°48'01"E
L75	60.00	S49°21'54"W
L76	53.88	S72°38'45"W
L77	50.00	S72°38'45"W
L78	60.00	S72°38'45"W
L79	30.00	S72°38'45"W
L80	108.14	S72°38'45"W
L81	7.84	S72°38'45"W
L82	53.52	S60°04'27"E
L83	4.48	S72°05'26"W
L84	23.40	N61°22'18"E
L85	4.49	S72°05'26"W
L86	61.40	S88°28'16"W
L87	51.41	S88°28'16"W
L88	13.02	N40°48'01"E
L89	144.34	N80°00'42"E
L90	26.24	N80°00'42"E
L91	8.54	S21°36'07"E
L92	3.63	S72°38'45"W
L93	1.33	S69°59'18"W
L94	22.17	S88°28'16"W
L95	22.17	S88°28'16"W
L96	22.17	S88°28'16"W
L97	22.17	S88°28'16"W
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L345	22.17	S88°28'16"W
L346	22.17	S88°28'16"W
L347	22.17	S88°28'16"W
L348	22.17	S88°28'16"W
L349	22.17	S88°28'16"W
L350	22.17	S88°28'16"W
L351	22.17	S88°28'16"W
L352	22.17	S88°28'16"W
L353	22.17	S88°28'16"W
L354	22.17	S88°28'16"W
L355	22.17	S88°28'16"W
L356	22.17	S88°28'16"W
L357	22.17	S88°28'16"W
L358	22.17	S88°28'16"W
L359	22.17	S88°28'16"W
L360	22.17	S88°28'16"W
L361	22.17	S88°28'16"W
L362	22.17	S88°28'16"W
L363	22.17	S88°28'16"W
L364	22.17	S88°28'16"W
L365	22.17	S88°28'16"W
L366	22.17	S88°28'16"W
L367	22.17	S88°28'16"W
L368	22.17	S88°28'16"W
L369	22.17	S88°28'16"W
L370	22.17	S88°28'16"W
L371	22.17	S88°28'16"W
L372	22.17	S88°28'16"W
L		



LEGEND
EIR EXISTING IRON ROD
SIR SET IRON ROD
R/W RIGHT-OF-WAY
DB DEED BOOK
PG PAGE
MB MAP BOOK
N/F NOW OR FORMERLY
AC ACRES
ECM EXISTING CONCRETE MONUMENT
CM CONCRETE MONUMENT
GUE GENERAL UTILITY EASEMENT
P/P POWER POLE
CL CENTERLINE
R.Y. REAR YARD
MBL MINIMUM BUILDING LINE
(N.T.S.) NOT TO SCALE
B/B BACK OF CURB / BACK OF CURB
ST SIGHT TRIANGLE
CGF COMBINED GRID FACTOR
BOC BACK OF CURB

EXISTING CONCRETE MONUMENT
CONCRETE MONUMENT
GENERAL UTILITY EASEMENT
POWER POLE
CENTERLINE
REAR YARD
MINIMUM BUILDING LINE
NOT TO SCALE
BACK OF CURB / BACK OF CURB
SIGHT TRIANGLE
COMBINED GRID FACTOR
BACK OF CURB

LINE TYPE LEGEND
--- SET BACK LINE
--- PROPERTY LINE
--- ADJOINING LINES NOT SURVEYED
--- CENTERLINE
--- ACCESS EASEMENT
--- TIE LINES
--- GENERAL UTILITY EASEMENT

AREA SCHEDULE
TOTAL NUMBER OF LOTS: 1
ACREAGE IN LOTS: 0.409 AC±
TOTAL PLATTED ACREAGE 0.409 AC±

CERTIFICATE OF OWNERSHIP AND DEDICATION

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the Town of Harrisburg, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, walks, parks, open space and easements, except those specifically indicated as private, and that I will maintain all such areas until accepted by the Town of Harrisburg, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after a certificate of approval has been executed by the city, or after final acceptance of required improvements, whichever occurs later.

Owner: *[Signature]* Date: 3/4/11

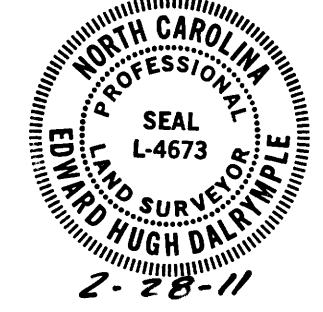
NOW OR FORMERLY
JANICE G. SMITH &
MIRIAM I. WARD
DB 743 PG 429

VICINITY MAP (N.T.S.)

State of North Carolina
County of Mecklenburg

I, Edward H. Dalrymple, certify that this plat was drawn under my supervision from an actual field survey made under my supervision of Deed Book 8569 Page 92 as recorded in the Cabarrus County Public Registry, that the boundaries not surveyed are clearly indicated as dashed lines; that the ratio of precision is a minimum of 1:10,000, that the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; and that this plat was prepared in accordance with GS 47-30 as amended. Witness my original signature, registration number and my seal this 28th day of February, 2011.

[Signature]
Edward H. Dalrymple, NCPLS #4673



CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that this plat is in compliance with the Subdivision Regulations of the Town of Harrisburg and therefore this plat has been approved by the Harrisburg Town Council, or their designated review committee, subject to its being recorded with the Cabarrus County Register of Deeds within 30 days of the date below.

Date: 3-10-11
[Signature]
Director of Planning

State of North Carolina
County of Cabarrus

I, *[Signature]*, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

[Signature]
Review Officer Date: 3-10-11

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I hereby certify that all streets, storm drainage systems, water and sewer systems and other improvements have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Harrisburg and the State of North Carolina in the Hawthorne Subdivision.

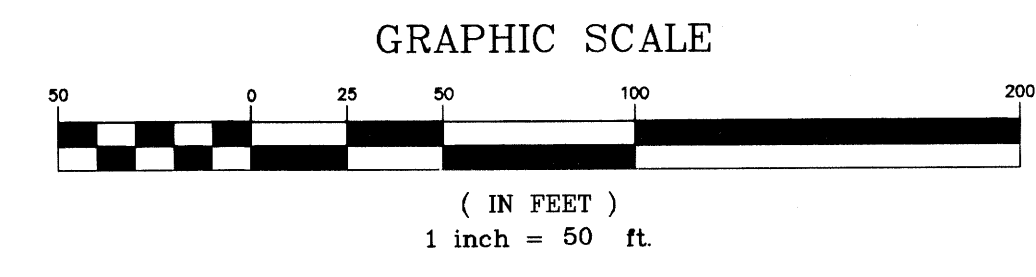
Date: 3/10/2011
[Signature]
Director of Public Facilities

GENERAL NOTES:

- SUBJECT PROPERTY IS OWNED BY STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC, a North Carolina Limited Liability Company. DEED BOOK 8569 PAGE 92.
- SUBJECT PROPERTY: PIN NO. PORTION OF 5515064320
- SUBJECT PROPERTY IS ZONED: RL CLUSTER - CONDITIONAL USE
- SETBACKS
FRONT 25'
REAR YARD 20'
SIDE YARD 10' (MIN)
SIDE CORNER 20'
MIN. SEPARATION BETWEEN STRUCTURES 30'
- AREAS DETERMINED BY COORDINATE COMPUTATION.
- #4 REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORM WATER CONVEYANCE. BUILDINGS ARE NOT PERMITTED IN THE EASEMENT AREA. ANY OTHER OBJECTS WHICH IMPEDE STORM WATER FLOW OR SYSTEM MAINTENANCE ARE ALSO PROHIBITED.
- DRAINAGE EASEMENTS INDICATED AS SDE (STORM DRAINAGE EASEMENT) ARE EASEMENTS WHICH ARE THE MAINTENANCE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
- THIS PROPERTY IS NOT GRAPHICALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED ON FEMA COMMUNITY PANEL NO: 370036-3710551500J DATED 11/5/08.
- ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
- THIS PLAT MAY BE SUBJECT TO ANY DEED RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAY, UTILITIES, AND RESTRICTIVE COVENANTS AND CONDITIONS RECORDED IN DEED BOOK 9220 PAGES 229-243.

LINE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	60.00	95.17	85.50	S61°56'02"E	90°52'46"
C2	25.00	5.53	5.52	N78°57'59"E	12°40'48"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	60.00	95.17	85.50	S61°56'02"E	90°52'46"
C2	25.00	5.53	5.52	N78°57'59"E	12°40'48"



FILED Mar 10, 2011 02:42 pm
BOOK 00060
PAGE 0024 THRU 0024
INSTRUMENT # 05515
EXCISE TAX \$0.00

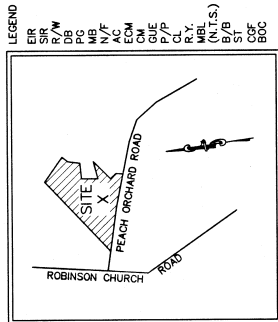
FILED
CABARRUS
COUNTY NC
LINDA F. McABEE
REGISTER
OF DEEDS

DELTA LAND SERVICES, INC.
1020 Crews Road suite L
Matthews, North Carolina 28105
Telephone 704/847-4700
Firm License #C-735

Title:		FINAL PLAT HAWTHORNE PHASE 1-MAP 4	
Owner:		STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC, a North Carolina Limited Liability Company DB 8569 PG 92 401 S. TRYON STREET SUITE 2600 CHARLOTTE, NC 28202-1935	
Location:		TOWN OF HARRISBURG NO. 1 TOWNSHIP COUNTY OF CABARRUS, STATE OF NORTH CAROLINA	
Date:	02/09/11	Drawn By:	LJW
Checked By:		Job No.	
DCA/CAD No.		HAW-MAP4.DWG	

12490

12460 10/22



VICINITY MAP (N.T.S.)

State of North Carolina
County of Mecklenburg

I, Edward H. Dalrymple, certify that this plat was drawn under my supervision from an actual field survey made under my supervision of the property shown and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, easements, or other public uses, and that I will maintain all such areas until accepted by the Town of Harrisburg, and further that I hereby guarantee that I will correct defects or failures of improvements in such areas, and that I will execute any and all other acts and documents required for the improvement of the property, or other final acceptance of the property by the Town of Harrisburg, and that I will execute any and all other acts and documents required for the improvement of the property, or other final acceptance of the property by the Town of Harrisburg.

Witness my original signature, registration number and my seal this 20th day of June, 2011.

Edward H. Dalrymple, NCRS #4673



CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that this plat is in compliance with the provisions of the Subdivision Map Act of the State of North Carolina, and that the boundaries not surveyed are clearly indicated as such, and that the plat has been approved by the Harrisburg Town Council, or their designated review committee, subject to its being recorded in the public records of the County of Mecklenburg, North Carolina, on the date below.

6-14-11 Date
John K. Williams Director of Planning

State of North Carolina
County of Mecklenburg

I, Linda F. McGhee, being a member of the County of Mecklenburg, North Carolina, do hereby certify that I am the duly qualified and authorized representative of the County of Mecklenburg, North Carolina, and that I am authorized to execute this certificate of final plat approval for recording.

6-14-11 Date
Linda F. McGhee

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I hereby certify that all streets, storm drainage systems, water and sewer systems and other improvements have been designed and constructed in accordance with the specifications and standards of the State of North Carolina in the Harrisburg subdivision.

6/13/2011 Date
Director of Public Facilities

GENERAL NOTES:

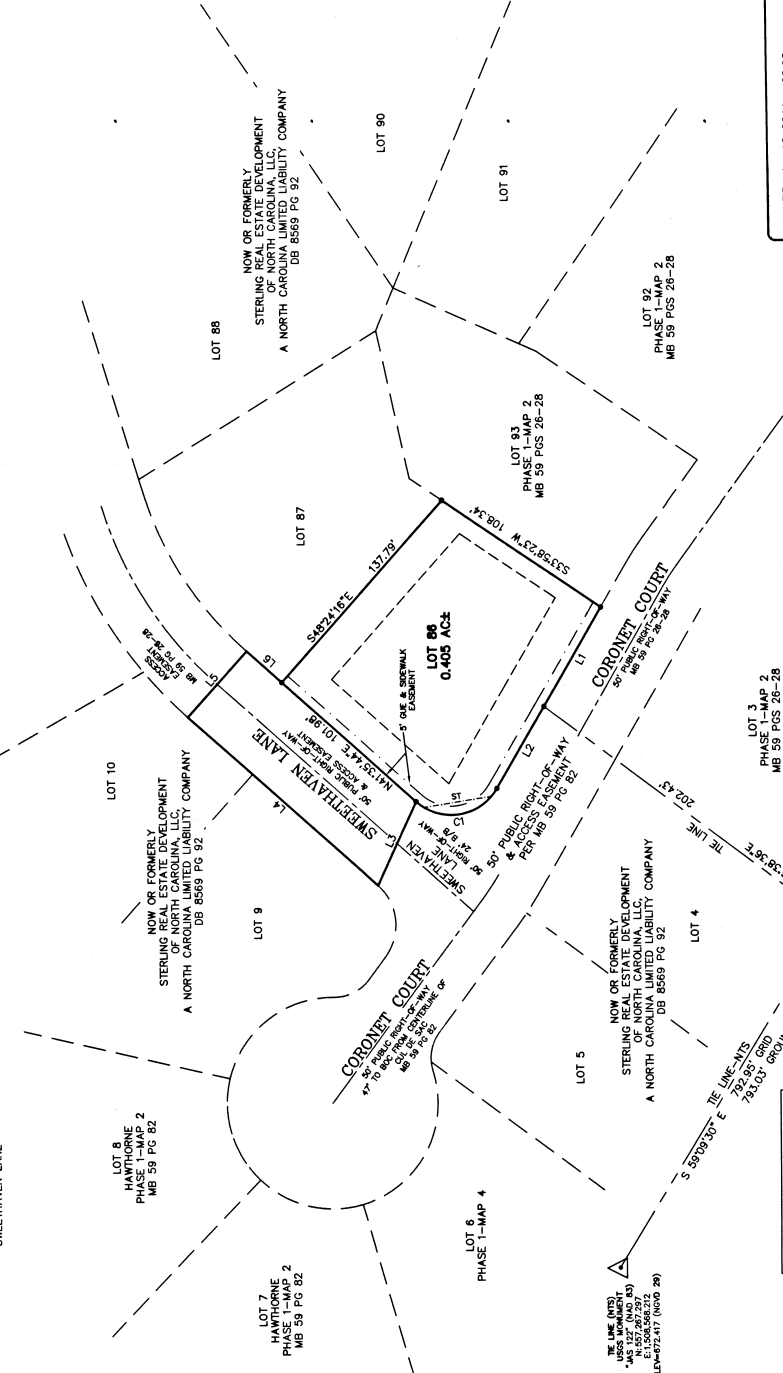
- (1) SUBJECT PROPERTY IS OWNED BY STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC, a North Carolina Limited Liability Company.
- (2) SUBJECT PROPERTY: PHASE 1, PORTION OF 551504-1320
- (3) SUBJECT PROPERTY IS ZONED: RL CLUSTER - CONDITIONAL USE
- (4) REAR YARD: 25'
- (5) SIDE CORNER: 20'
- (6) MIN. SEPARATION BETWEEN STRUCTURES: 30'
- (7) AREAS DETERMINED BY COORDINATE COMPUTATION.
- (8) A REAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- (9) CONVEYANCE, BUILDINGS ARE NOT PERMITTED IN THE EASEMENT AREA ANY OTHER PROHIBITED WHICH WOULD STORM WATER FLOW OR SYSTEM MAINTENANCE ARE ALSO PROHIBITED.
- (10) DRAINAGE EASEMENTS INDICATED AS SDE (STORM DRAINAGE EASEMENT) ARE ASSOCIATION.
- (11) THIS PROPERTY IS NOT GRAPHICALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) DATED 11/5/04.
- (12) ALL DISTANCES ARE HORIZONTAL, UNLESS OTHERWISE NOTED.
- (13) THIS PLAT MAY BE SUBJECT TO ANY DEED RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INTERESTS OF RECORD.
- (14) THIS PLAT IS SUBJECT TO THE RESTRICTIVE COVENANTS AND CONDITIONS RECORDED IN DEED BOOK 229-243.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I hereby certify that I am the owner of the property shown and described in this plat, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, easements, or other public uses, and that I will maintain all such areas until accepted by the Town of Harrisburg, and further that I hereby guarantee that I will correct defects or failures of improvements in such areas, and that I will execute any and all other acts and documents required for the improvement of the property, or other final acceptance of the property by the Town of Harrisburg.

6-14-11 Date
Linda F. McGhee

Other: _____
DATE: _____
1
0.405 AC±
0.156 AC±
0.561 AC±
136.24 LF±
SWEETHEAVEN LANE



FILED Jun 15, 2011 02:35 pm
BOOK 00080
PAGE 0053 THRU 0053
INSTRUMENT # 12490
REGISTER
EXCISE TAX 0.00

FINAL PLAT
HAWTHORNE
PHASE 1-MAP 5

Owner: STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC.
a North Carolina Limited Liability Company
DB 8569 PG 92
401 S. TRYON STREET, SUITE 2800
CHARLOTTE, NC 28202-1859

Location: TOWN OF HARRISBURG NO. 1 TOWNSHIP
COUNTY OF CABARRUS, STATE OF NORTH CAROLINA
Date: 06/28/11 Drawn By: Job No. DCA/JAL Map/LDW

#	DATE	BY	Municipal comments	REVISION
1	6-02-11	Ed		

DELTA LAND SERVICES, INC.
1020 Crews Road suite 101
Matheson, NC 28105
Telephone 704/847-4700
Firm License #0-735

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	30.00	53.23	46.52	N09°14'22"W	LOT 4010

GRAPHIC SCALE



3/12/12

CERTIFICATE OF OWNERSHIP AND DEDICATION

I hereby certify that I am the owner of the property shown and described herein, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use the streets, easements, and other interests specifically indicated on this plan, and that I maintain all such areas until accepted by the Town of Harrisburg, and further that I hereby grant and warrant to the Town of Harrisburg, and its successors, a such grant for a period of one year commencing after a certificate of approval has been executed by the city, or after final acceptance of required improvements, whichever occurs later.

Owner: *John M. Matthews* Date: *3/12/12*

AREA TABULATION

NUMBER OF LOTS THIS PLAT-13

AREA IN LOTS-4.841 ACRES±

AREA WITHIN RIGHT-OF-WAY-1.122 ACRES±

AREA OF COS-0.280 ACRES±

AREA WITHIN SAN. SEWER EASEMENT-0.796 ACRES±

TOTAL PLATTED AREA-7.039 ACRES±

ROAD LENGTH IN LINEAR FEET

SWEETHAVEN DRIVE-499 LF ±

SENTINEL DRIVE-387 LF ±

LEGEND

EXISTING IRON ROD

SET IRON ROD

REINFORCED CONCRETE

PROPERTY LINE

ADJOINING LINES NOT SURVEYED

MAP BOOK

NOW OR FORMERLY

GENERAL UTILITY EASEMENT

CENTERLINE

REAR YARD

MINIMUM BUILDING LINE

BACK OF CURB / BACK OF CURB

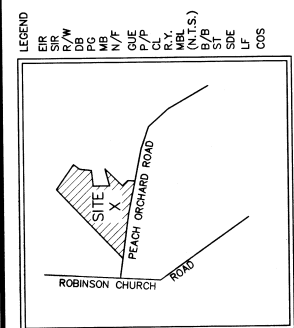
SIGHT TRIANGLE

STORM DRAINAGE EASEMENT

LINEAR FEET

COMMON OPEN SPACE

COS



VICINITY MAP (N.T.S.)

State of North Carolina

County of Cabarrus

Edward H. Darymple, NCPLS #4673

I, the undersigned, certify that this plat was drawn under my supervision from an actual field survey made under my supervision of Deed Book 8659 Page 92 as recorded in the Cabarrus County Public Registry, that the boundaries shown on this plat are true and correct, and that the area of land shown on this plat is 7.039 acres, and that this plat was prepared in accordance with GS 4-750 and the Surveying Law of 2011.

CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that this plat is in compliance with the Subdivision Regulations of the Town of Harrisburg and therefore this plat has been approved by the Registrar of Deeds within 30 days of the date below.

3-12-12 Date

John M. Matthews Director of Planning

State of North Carolina

County of Cabarrus

L. Jonathan Powell, Review Officer of Cabarrus County, certifies that the map or plat to which this certification is affixed meets all statutory requirements for recording.

3-12-12 Date

John M. Matthews Review Officer

3-12-12 Date

John M. Matthews Director of Public Facilities

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I hereby certify that the streets, water, sewer, and other improvements shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and that the same are in accordance with the Subdivision Regulations of the Town of Harrisburg and the State of North Carolina in the Northern Subdivision.

3-12-12 Date

John M. Matthews Review Officer

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I hereby certify that the streets, water, sewer, and other improvements shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and that the same are in accordance with the Subdivision Regulations of the Town of Harrisburg and the State of North Carolina in the Northern Subdivision.

3-12-12 Date

John M. Matthews Review Officer

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I hereby certify that the streets, water, sewer, and other improvements shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and that the same are in accordance with the Subdivision Regulations of the Town of Harrisburg and the State of North Carolina in the Northern Subdivision.

3-12-12 Date

John M. Matthews Review Officer

GENERAL NOTES:

(1) SUBDIVISION PROPERTY IS OWNED BY STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY.

(2) DEED BOOK 8659 PAGE 92.

(3) DEED BOOK 8659 PAGE 92.

(4) SUBJECT PROPERTY IS ZONED: RL CLUSTER - CONDITIONAL USE

(5) SETBACKS

FRONT YARD 25'

REAR YARD 20'

SIDE YARD 10' (MIN)

MIN. SIDE COMPARISON BETWEEN STRUCTURES 30'

(6) AS DETERMINED BY CORNER COMPUTATION.

(7) ALL CORNERS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

(8) THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORM WATER DRAINAGE FROM THE PLAT AREA TO THE STORM DRAINAGE SYSTEM. THE SDE IS NOT TO BE USED FOR ANY OTHER PURPOSES.

(9) EASEMENTS WHICH ARE THE MAINTENANCE RESPONSIBILITY OF THE HOME OWNERS ARE NOTED AS SUCH.

(10) IDENTIFIED ON FEMA COMMUNITY PANEL NO. 370038-370038/1000 DATED 11/5/08.

(11) ALL DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED.

(12) UTILITIES AND RESTRICTIVE COVENANTS AND CONDITIONS THAT MAY BE OF RECORD AND WHICH ARE NOT SHOWN ON THIS PLAT ARE THE RESPONSIBILITY OF THE HOME OWNERS.

(13) MAINTENANCE RESPONSIBILITY OF THE HOMEOWNERS EASEMENT AROUND THE WALL ON LOTS 11-15 WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS.

(14) ALL SETS ARE TO BE CONSIDERED AS CENTERED ON THE EXISTING STRUCTURES AND THE EXISTING CENTERLINE OF CREEKS.

FILED Mar 19, 2012 03:28 pm

BOOK 00081

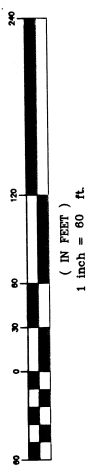
PAGE 0051 THRU 0051

INSTRUMENT # 06758

EXCISE TAX 0.00

REGISTER OF DEEDS

GRAPHIC SCALE



FINAL PLAT

HAWTHORNE

PHASE 2-MAP 1

SHEET 1 OF 2

Owner: STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC, a North Carolina limited liability company

DB 8659 PG 92

401 S. TRYON STREET, SUITE 2800

CHARLOTTE, NC 28202-1935

Location: TOWN OF HARRISBURG NO. 1 TOWNSHIP

COUNTY OF CABARRUS, STATE OF NORTH CAROLINA

Date: 03/24/12

Drawn By: *John M. Matthews*

Checked By: *John M. Matthews*

Scale: 1" = 80'

#	DATE	BY	REASON
1	2-22-12	LW	MUNICIPAL COMMENTS

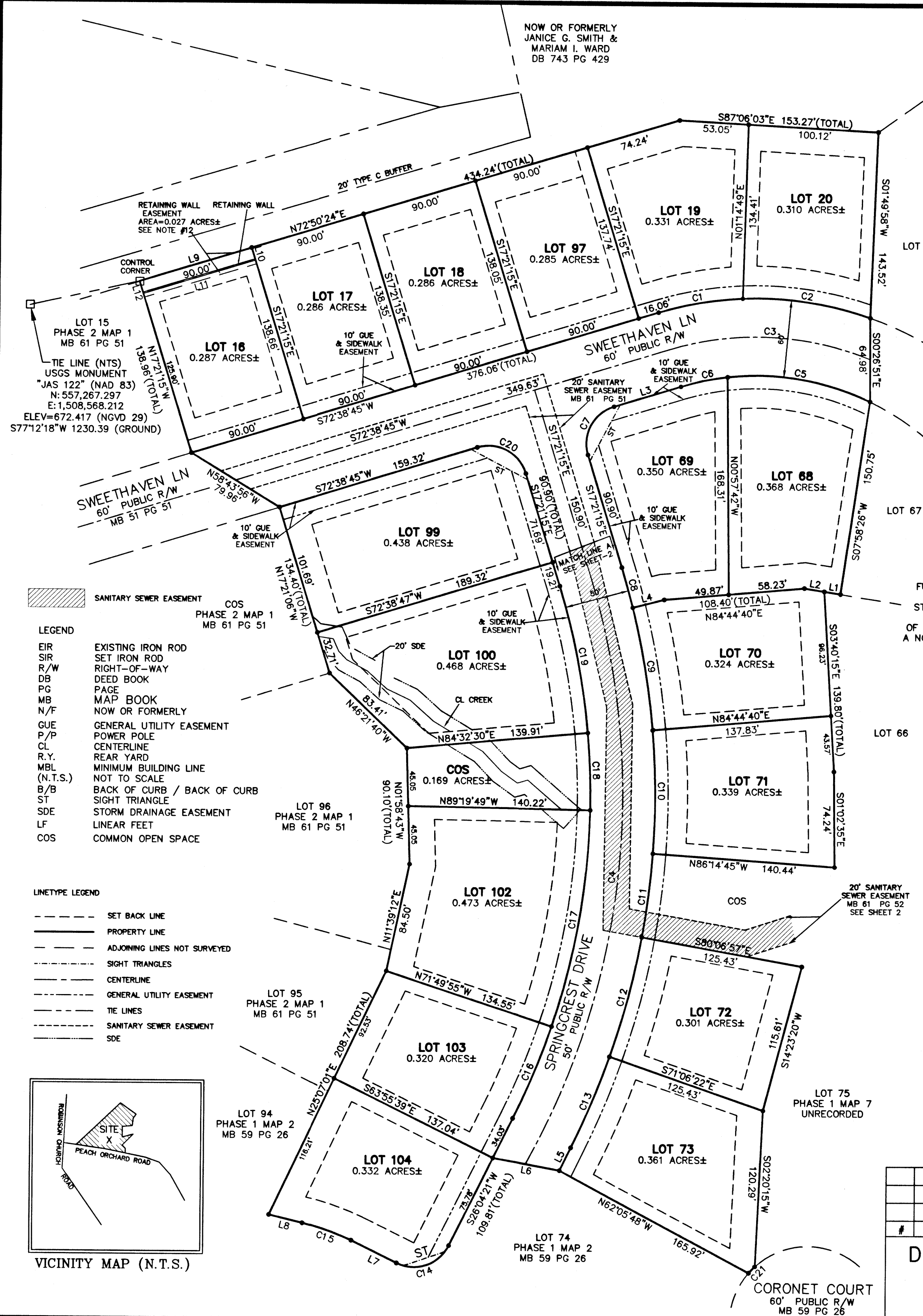
DELTA LAND SERVICES, INC.

1020 Crews Road Suite 100

Matthews, NC 28105

Telephone 704/847-7000

Firm License #C-735



- GENERAL NOTES:
- (1) SUBJECT PROPERTY IS OWNED BY STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY. DEED BOOK 8569 PAGE 92.
 - (2) SUBJECT PROPERTY: PIN NO. PORTION OF 5505976025
 - (3) SUBJECT PROPERTY IS ZONED: RL CLUSTER - CONDITIONAL USE
 - (4) SETBACKS:
 - FRONT 25'
 - REAR YARD 20'
 - SIDE YARD 10' (MIN)
 - SIDE CORNER 20'
 - MIN. SEPARATION BETWEEN STRUCTURES 30'
 - (5) AREAS DETERMINED BY COORDINATE COMPUTATION.
 - (6) #4 REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - (7) THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORM WATER CONVEYANCE. BUILDINGS ARE NOT PERMITTED IN THE EASEMENT AREA. ANY OTHER OBJECTS WHICH IMPEDE STORM WATER FLOW OR SYSTEM MAINTENANCE ARE ALSO PROHIBITED.
 - (8) DRAINAGE EASEMENTS INDICATED AS SDE (STORM DRAINAGE EASEMENT) ARE EASEMENTS WHICH ARE THE MAINTENANCE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
 - (9) THIS PROPERTY IS NOT GRAPHICALLY LOCATED IN A FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA AS IDENTIFIED ON FEMA COMMUNITY PANEL NO: 370036-3710551500J DATED 11/5/08.
 - (10) ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
 - (11) THIS PLAT MAY BE SUBJECT TO ANY DEED RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAY, UTILITIES, AND RESTRICTIVE COVENANTS AND CONDITIONS THAT MAY BE OF RECORD AND APPLICABLE HERETO AND MAY BE FOUND BY A LEGAL TITLE SEARCH.
 - (12) THE MAINTENANCE EASEMENT AROUND THE WALL ON LOT 16 WILL BE THE MAINTENANCE RESPONSIBILITY OF THE HAWTHORNE HOMEOWNERS ASSOCIATION AND OR THEIR ASSIGNS.
 - (13) ALL SDE'S ARE TO BE CONSIDERED AS CENTERED ON THE EXISTING STRUCTURES AND THE EXISTING CENTERLINE OF CREEKS.

AREA TABULATION

NUMBER OF LOTS THIS PLAT-17
AREA IN LOTS-5.589 ACRES±
AREA WITHIN RIGHT-OF-WAY-1.386 ACRES±
AREA OF COS-0.169 ACRES±
TOTAL PLATTED AREA-7.144 ACRES±

ROAD LENGTH IN LINEAR FEET
SWEETHAVEN DRIVE- 507 LF ±
SPRINGCREST DRIVE-585 LF±

FUTURE DEVELOPMENT
NOW OR FORMERLY
STERLING REAL ESTATE
DEVELOPMENT
OF NORTH CAROLINA, LLC,
A NORTH CAROLINA LIMITED
LIABILITY COMPANY
DB 8569 PG 92

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.57	N81°03'25"W
L2	15.54	S81°03'25"E
L3	53.88	S72°38'45"W
L4	25.00	S75°15'06"W
L5	19.62	S25°46'53"W
L6	52.13	N79°58'51"W
L7	39.20	N63°55'39"W
L8	26.50	N76°23'50"W
L9	90.00	N72°50'23"E
L10	13.06	S17°21'15"E
L11	90.00	N72°50'23"E
L12	13.06	N17°21'15"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	260.00	65.89	65.71	S79°54'19"W	14°31'09"
C2	260.00	99.95	99.34	N81°49'20"W	22°01'33"
C3	230.00	157.50	154.44	N87°44'11"W	39°14'07"
C4	585.00	470.42	457.85	N05°40'58"E	46°04'26"
C5	200.00	112.74	111.25	N80°41'21"W	32°17'49"
C6	200.00	36.71	36.66	S77°54'15"W	10°30'59"
C7	30.00	47.12	42.43	S27°38'45"W	9°00'00"
C8	610.00	32.35	32.34	N15°50'06"W	3°02'18"
C9	610.00	96.32	96.22	N09°47'32"W	9°02'48"
C10	610.00	96.00	95.90	N00°45'51"W	9°01'01"
C11	610.00	65.32	65.29	S06°48'43"W	6°08'07"
C12	610.00	96.00	95.90	N14°23'18"E	9°01'02"
C13	610.00	76.40	76.35	N22°29'05"E	7°10'32"
C14	30.00	47.12	42.43	S71°04'21"W	9°00'00"
C15	199.81	40.37	40.30	N70°36'34"W	11°34'32"
C16	560.00	77.23	77.17	N22°07'17"E	7°54'08"
C17	560.00	171.05	170.38	N09°25'12"E	17°30'03"
C18	560.00	60.05	60.02	N02°24'08"W	6°08'38"
C19	560.00	116.11	115.90	N11°24'51"W	11°52'48"
C20	30.00	47.12	42.43	N62°21'15"W	9°00'00"
C21	60.00	7.01	7.01	S43°50'50"W	6°41'48"

CERTIFICATE OF OWNERSHIP AND DEDICATION

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the Town of Harrisburg, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, walks, parks, open space and easements, except those specifically indicated as private, and that I will maintain all such areas until accepted by the Town of Harrisburg, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after a certificate of approval has been executed by the city, or after final acceptance of required improvements, whichever occurs later.

Owner: *[Signature]* 8/13/12
Date

CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that this plat is in compliance with the Subdivision Regulations of the Town of Harrisburg and therefore this plat has been approved by the Harrisburg Town Council, or their designated review committee, subject to its being recorded with the Cabarrus County Register of Deeds within 30 days of the date below.

8-16-12 *[Signature]*
Date Director of Planning

State of North Carolina
County of Cabarrus

I, Greg D. Beck, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Greg D. Beck 8-17-12
Review Officer Date

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I hereby certify that all streets, storm drainage systems, water and sewer systems and other improvements have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Harrisburg and the State of North Carolina in the Hawthorne Subdivision.

8-16-12 *[Signature]*
Date Director of Public Facilities

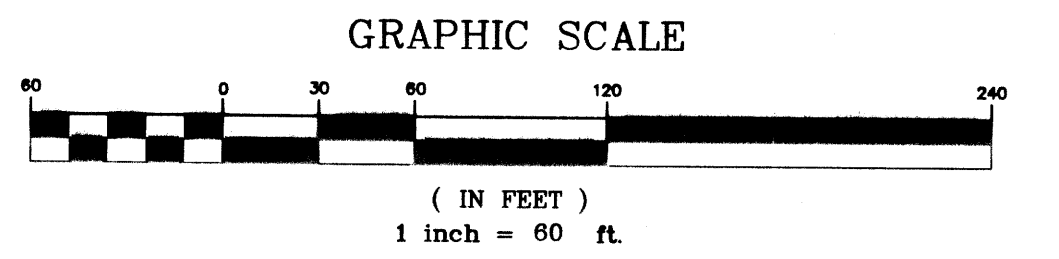
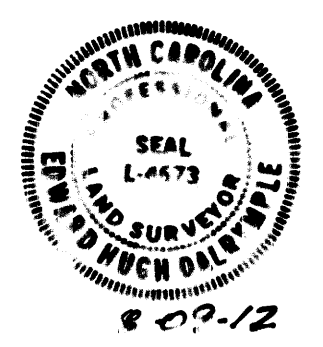
State of North Carolina
County of Cabarrus

I, Edward H. Dalrymple, certify that this plat was drawn under my supervision from an actual field survey made under my supervision of Deed Book 8569 Page 92 as recorded in the Cabarrus County Public Registry; that the boundaries not surveyed are clearly indicated as dashed lines; that the ratio of precision is a minimum of 1:10,000, that the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; and that this plat was prepared in accordance with GS 47-30 as amended. Witness my original signature, registration number and my seal this 9th day of August, 2012.

[Signature]
Edward H. Dalrymple, NCPLS #4673

FILED Aug 17, 2012 08:35 am
BOOK 00062
PAGE 0016 THRU 0016
INSTRUMENT # 20701
EXCISE TAX \$0.00

FILED
CABARRUS
COUNTY NC
LINDA F. McABEE
REGISTER
OF DEEDS



FILED

Owner: STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC,
a North Carolina limited liability company
DB 8569 PG 92
401 S. TRYON STREET SUITE 2600
CHARLOTTE, NC 28202-1935

Location: TOWN OF HARRISBURG NO. 1 TOWNSHIP
COUNTY OF CABARRUS, STATE OF NORTH CAROLINA

Date: 07/12/12 Drawn By: LJW Checked By: Job No. DCA/CAD No. PHASE2MP2.DWG

DELTA LAND SERVICES, INC.

1020 Crews Road suite L
Matthews, North Carolina 28105
Telephone 704/847-4700
Firm License #C-735

#	DATE	BY	REVISION

[illegible]

SEE SHEET 1 OF 2 FOR NOTES & CERTIFICATIONS

BR 64 19 61

SEE SHEET 2 OF 2 FOR CURVE AND LINE TABLES

SETBACKS	
FRONT	25'
REAR YARD	20'
SIDE YARD	10' (Min.)
SIDE CORNER	20'
Min. Separation Between Structures 30'	

NOW OR FORMERLY
Alma I. Morris
Deed Bk. 566, Pg. 218
PIN #551508612
Cabarrus Co. Registry
Zoned: CR



FILED Nov 18, 2013 01:36 pm
BOOK 00064
PAGE 0061 THRU 0061
INSTRUMENT # 31384
EXCISE TAX \$0.00

FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL
AND OTHER IMPROVEMENTS

I hereby certify that all streets, storm drainage systems, water and sewer systems and other improvements have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Harrisburg and the State of North Carolina in the Hawthorne Subdivision.

[Signature] 11/18/2013
Director of Public Facilities Date

VICINITY MAP
(Not to Scale)

- LEGEND**
- R/W - RIGHT OF WAY
 - SDE - STORM DRAINAGE EASEMENT
 - SSRW - SANITARY SEWER RIGHT OF WAY
 - COS - COMMON OPEN SPACE
 - ST - SIGHT TRIANGLE
 - CP - CALCULATED POINT
 - RSOD - RIVERSTREAM OVERLAY DISTRICT
 - MFPE - MINIMUM FLOOR PROTECTION ELEVATION
 - SM - SANITARY SEWER MANHOLE

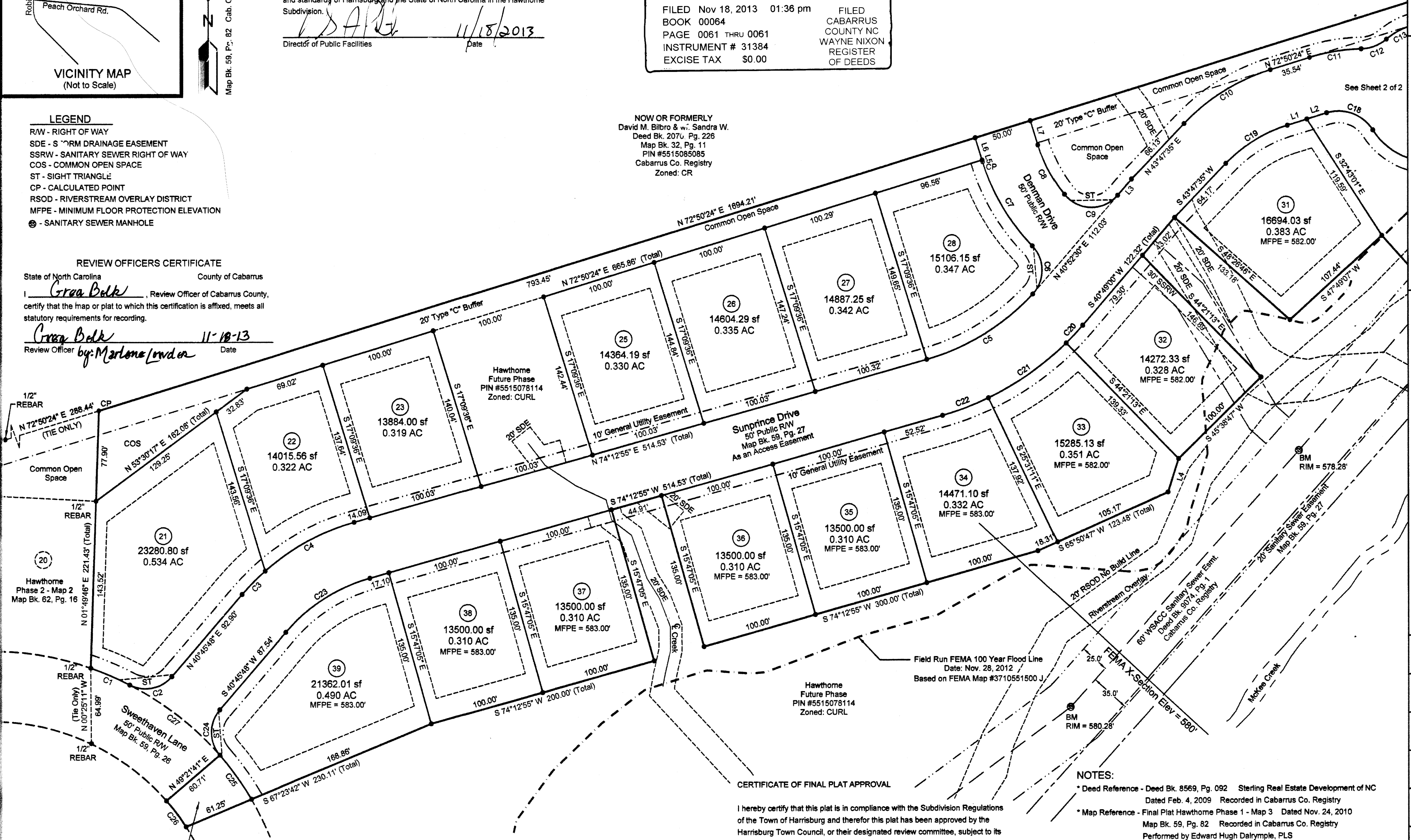
REVIEW OFFICERS CERTIFICATE

State of North Carolina County of Cabarrus

I, *Graig Bolk*, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.

Graig Bolk 11-18-13
Review Officer Date

NOW OR FORMERLY
David M. Bilbro & w. Sandra W.
Deed Bk. 2076 Pg. 226
Map Bk. 32, Pg. 11
PIN #5515085085
Cabarrus Co. Registry
Zoned: CR



CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that this plat is in compliance with the Subdivision Regulations of the Town of Harrisburg and therefore this plat has been approved by the Harrisburg Town Council, or their designated review committee, subject to its being recorded with the Cabarrus County Register of Deeds within 30 days of the date below.

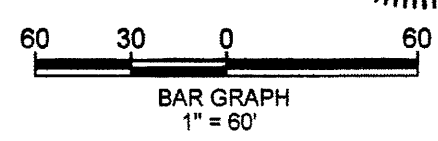
[Signature] 11-18-13
Director of Planning Date

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the Town of Harrisburg, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, walks, parks, open space and easements, except those specifically indicated as private, and that I will maintain all such areas until accepted by the Town of Harrisburg, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after a certificate of approval has been executed by the city, or after final acceptance of required improvements, whichever occurs later.

[Signature] 9/26/13
Owner Date

NOTES:

- * Deed Reference - Deed Bk. 8569, Pg. 092 Sterling Real Estate Development of NC Dated Feb. 4, 2009 Recorded in Cabarrus Co. Registry
- * Map Reference - Final Plat Hawthorne Phase 1 - Map 3 Dated Nov. 24, 2010 Map Bk. 59, Pg. 82 Recorded in Cabarrus Co. Registry Performed by Edward Hugh Dalrymple, PLS
- * PIN #5515078114
- * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.
- * Zoned: CURL
- * 1/2" Rebar set at all corners unless otherwise noted.
- * The purpose of the storm drain easement (SDE) is to provide storm water conveyance. Buildings are not permitted in the easement area. Any other objects which impede storm water flow or system maintenance are also prohibited.
- * Drainage easements indicated as PDE are easements which are the maintenance responsibility of the home owners association.
- * All SDE's are to be considered as centered on the existing structures and the existing centerline of creeks.
- * 1.652 AC in Sunprince Drive 1289.77 LF in Sunprince Drive
- * 0.052 AC in Sweethaven Lane 37.55 LF in Sweethaven Ln.
- * 0.147 AC in Denman Drive 120.10 LF in Denman Drive
- * Total Acreage = 13.752 AC
- * Total Acreage in COS = 6.615 AC
- * Total Acreage in lots = 6.614 AC
- * Total No. of Lots = 18.
- * Subject property does lie within a Flood Hazard Zone per FEMA Map # 3710551500 J, date November 5, 2008.



NORSTAR LAND SURVEYING, INC.

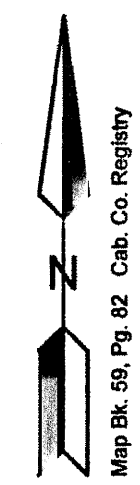
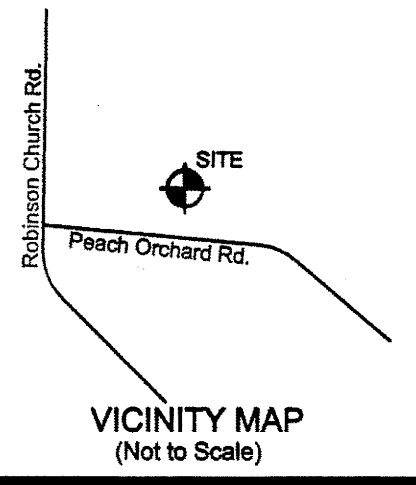
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

Hawthorne, Phase 3, Map 1

Town of Harrisburg No. 1 Township Cabarrus County, NC

FINAL PLAT

DATE	
May 28, 2013	
SCALE	
1" = 60'	
NLS NO.	
12074	
DRAWN BY	
S. Dyer	
CHECKED BY	
S. Dyer	
BY	
REVISION	
DATE	
SHEET	
1 OF 2	



- LEGEND**
- R/W - RIGHT OF WAY
 - SDE - STORM DRAINAGE EASEMENT
 - SSRW - SANITARY SEWER RIGHT OF WAY
 - COS - COMMON OPEN SPACE
 - ST - SIGHT TRIANGLE
 - CP - CALCULATED POINT
 - RSOD - RIVERSTREAM OVERLAY DISTRICT
 - MFPE - MINIMUM FLOOR PROTECTION ELEVATION
 - - SANITARY SEWER MANHOLE

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the Town of Harrisburg, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, walks, parks, open space and easements, except those specifically indicated as private, and that I will maintain all such areas until accepted by the Town of Harrisburg, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after a certificate of approval has been executed by the city, or after final acceptance of required improvements, whichever occurs later.

Diana A. Dyer - 5/20/14
Owner Date

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 8568, page 092, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a; that the ratio of precision as calculated is 1:800,879; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 29th day of May, A.D., 2014.

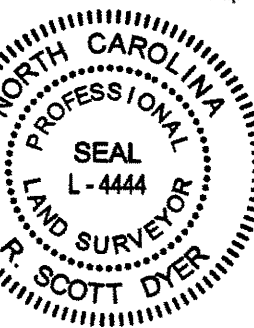
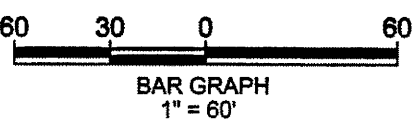
- I also certify to one or more of the following as indicated:
- ☒ A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
 - ☐ B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
 - ☐ C. That this plat is of an existing parcel(s) of land;
 - ☐ D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
 - ☐ E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

R. Scott Dyer
R. Scott Dyer, PLS #4444

FILED Jun 09, 2014 09:42 am
BOOK 00065
PAGE 0110 THRU 0110
INSTRUMENT # 11602
EXCISE TAX 0.00

FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS

- NOTES:**
- * Deed Reference - Deed Bk. 8568, Pg. 092 Sterling Real Estate Development of NC Dated Feb. 4, 2009 Recorded in Cabarrus Co. Registry
 - * Map Reference - Final Plat Hawthorne Phase 1 - Map 3 Dated Nov. 24, 2010 Map Bk. 59, Pg. 82 Recorded in Cabarrus Co. Registry Performed by Edward Hugh Dalrymple, PLS
 - * PIN #5515067847
 - * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.
 - * Zoned: CURL
 - * 1/2" Rebar set at all corners unless otherwise noted.
 - * The purpose of the storm drain easement (SDE) is to provide storm water conveyance. Buildings are not permitted in the easement area. Any other objects which impede storm water flow or system maintenance are also prohibited.
 - * Drainage easements indicated as PDE are easements which are the maintenance responsibility of the home owners association.
 - * All SDE's are to be considered as centered on the existing structures and the existing centerline of creeks.
 - * 1.098 AC in Sweethaven Lane 796.86 LF in Sweethaven Ln.
 - * Total Acreage = 6.221 AC
 - * Total Acreage in lots = 5.123 AC
 - * Total No. of Lots = 15.
 - * Subject property does lie within a Flood Hazard Zone per FEMA Map # 3710551500 J, date November 5, 2008.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	260.00'	95.09'	94.56'	S 19°46'37" E
C2	260.00'	13.64'	13.64'	S 07°47'46" E
C3	200.00'	149.88'	148.40'	S 27°45'44" E
C4	200.00'	1.86'	1.86'	S 48°28'11" E
C5	330.00'	38.14'	38.12'	S 46°23'50" E
C6	330.00'	89.15'	88.88'	S 35°20'50" E
C7	330.00'	82.21'	82.00'	S 20°28'17" E
C8	330.00'	78.46'	78.27'	S 08°31'25" E
C10	270.00'	110.87'	110.09'	N 11°28'35" W
C11	270.00'	104.37'	103.72'	N 34°18'51" W
C12	270.00'	20.36'	20.35'	N 47°34'53" W
C13	260.00'	19.30'	19.30'	N 47°34'53" W
C14	260.00'	87.96'	87.54'	N 35°45'46" W
C15	260.00'	86.57'	86.17'	N 16°31'58" W
C16	260.00'	3.18'	3.18'	N 06°38'35" W
C17	199.40'	91.70'	90.89'	N 19°46'35" W
C18	199.40'	110.13'	108.73'	N 48°46'25" W

CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that this plat is in compliance with the Subdivision Regulations of the Town of Harrisburg and therefore this plat has been approved by the Harrisburg Town Council, or their designated review committee, subject to its being recorded with the Cabarrus County Register of Deeds within 30 days of the date below.

[Signature] 6-9-14
Director of Planning Date

REVIEW OFFICERS CERTIFICATE

State of North Carolina County of Cabarrus

I, *GREG PEUK*, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.

GREG PEUK 6/9/14
Review Officer Date

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I hereby certify that all streets, storm drainage systems, water and sewer systems and other improvements have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Harrisburg and the State of North Carolina in the Hawthorne Subdivision.

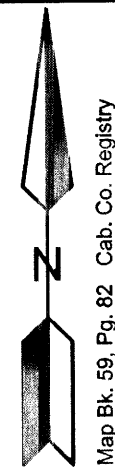
[Signature] 6/6/14
Director of Public Facilities Date



NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

Hawthorne, Phase 4, Map 1
No. 1 Township Cabarrus County, NC
FINAL PLAT

DATE	May 15, 2014
SCALE	1" = 60'
NLS NO.	12074
DRAWN BY	S. Kimrey
CHECKED BY	S. Dyer
BY	
REVISION	
DATE	
SHEET 1 OF 1	



LEGEND

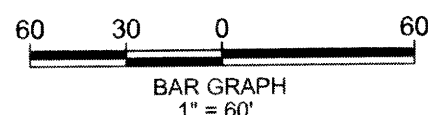
- RIGHT OF WAY
- PUBLIC DRAINAGE EASEMENT
- SANITARY SEWER RIGHT OF WAY
- COMMON OPEN SPACE
- SIGHT TRIANGLE
- CALCULATED POINT
- RIVERSTREAM OVERLAY DISTRICT
- MINIMUM FLOOR PROTECTION ELEVATION
- SANITARY SEWER MANHOLE

FILED Jul 23, 2015 02:47 pm
BOOK 00068
PAGE 0105 THRU 0105
INSTRUMENT # 17488
EXCISE TAX \$0.00

SETBACKS	
FRONT	25'
REAR YARD	20'
SIDE YARD	10' Min./20'
SIDE CORNER	20'
Min. Separation Between Structures 30'	

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	330.00'	79.20'	79.01'	S 13°31'14" W
C2	330.00'	104.11'	103.68'	S 29°26'03" W
C3	330.00'	42.16'	42.13'	S 42°07'57" W
C4	570.00'	40.40'	40.39'	S 43°45'44" W
C5	570.00'	73.88'	73.83'	S 36°01'07" W
C6	30.00'	48.52'	43.40'	N 13°00'39" W
C7	30.00'	47.51'	42.70'	N 79°40'31" E
C8	630.00'	45.61'	45.60'	N 36°22'45" E
C9	630.00'	80.70'	80.65'	N 42°07'22" E
C10	270.00'	2.38'	2.38'	N 45°32'26" E
C11	270.00'	101.34'	100.79'	N 34°32'08" E
C12	270.00'	110.72'	109.94'	N 12°02'07" E
C13	30.00'	49.31'	43.65'	N 23°24" E
C14	73.00'	23.15'	24.63'	N 42°25'42" W
C15	987.00'	23.15'	23.15'	N 58°07'00" W
C16	330.00'	28.62'	28.60'	S 03°27'58" W

LINE	BEARING	DISTANCE
L1	N 33°20'36" W	26.61'



Hawthorne
Common Open Space
PIN #5515066847
Zoned: CURL

Hwathorne Phase 1 - Map 2
Map Bk. 59, Pg. 26

Hawthorne
Common Open Space
PIN #5515066847
Zoned: CURL

Hwathorne Phase 4 - Map
Map Bk. 65, Pg. 110

Hawthorne
Common Open Space
PIN #5515066847
Zoned: CURL

Hawthorne
Common Open Space
PIN #5515066847
Zoned: CURL

NOW OR FORMERLY
A. Eugene Divine
Deed Bk. 8655, Pg. 289
PIN #5515260428
Cabarrus Co. Registry
Zoned: CR

REVIEW OFFICERS CERTIFICATE

State of North Carolina County of Cabarrus

I GEORGE BELK, Review Officer of Cabarrus County
certify that the map or plat to which this certification is affixed, meets all
statutory requirements for recording.

Review Officer Date

**CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL
AND OTHER IMPROVEMENTS**

I hereby certify that all streets, storm drainage systems, water and sewer systems and other improvements have been designed and installed, or their installation guaranteed, in an acceptable manor and according to specification and standards of Harrisburg and the State of North Carolina in the Hawthorne Subdivision.

Director of Public Facilities

Date _____

CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that this plat is in compliance with the Subdivision Regulations of the Town of Harrisburg and therefore this plat has been approved by the Harrisburg Town Council, or their designated review committee, subject to its being recorded with the Cabarrus County Register of Deeds within 30 days of the date below.

Director of Planning John M. Waters 7-23-15
Date

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the Town of Harrisburg, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, walks, parks, open space and easements, except those specifically indicated as private, and that I will maintain all such areas until accepted by the Town of Harrisburg, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after a certificate of approval has been executed by the city, or after final acceptance of required improvements, whichever occurs later.

Owner Demetrius, SVP Date 6/30/15

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 8569, page 092, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a; that the ratio of precision as calculated is 1:800,879; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 29th day of June, A.D., 2015.

I also certify to one or more of the following as indicated:

- ☐ X. A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
- ☐ B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
- ☐ C. That this plat is of an existing parcel(s) of land;
- ☐ D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
- ☐ E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

R. Scott Dyer, PLS #4444

NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

Charlotte, NC 28202-1950

Hawthorne, Phase 4, Map 2

Town of Harrisburg No. 1 Township Cabarrus County, NC

FINAL PLAT

DATE	December 29, 2014
------	-------------------

SCALE
1" = 60'

NLS NO.	12
---------	----

DRAWN BY
S. Kimrey

CHECKED BY
S. Dyer

NOTES:

- * Deed Reference - Deed Bk. 8569, Pg. 092 Sterling Real Estate Development of NC
Dated Feb. 4, 2009 Recorded in Cabarrus Co. Registry
- * Map Reference - Final Plat Hawthorne Phase 1 - Map 3 Dated Nov. 24, 2010
Map Bk. 59, Pg. 82 Recorded in Cabarrus Co. Registry
Performed by Edward Hugh Dalrymple, PLS

- * PIN #5515066847
- * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.
- * Zoned: CURL
- * 1/2" Rebar set at all corners unless otherwise noted.
- * The purpose of the storm drain easement (SDE) is to provide storm water conveyance. Buildings are not permitted in the easement area. Any other objects which impede storm water flow or system maintenance are also prohibited.
- * Drainage easements indicated as PDE are easements which are the maintenance responsibility of the home owners association.
- * All SDE's are to be considered as centered on the existing structures and the existing centerline of creeks.
- * 1.131 AC in Sweethaven Lane 847.60 LF in Sweethaven Ln.
- * Total Acreage = 5.312 AC
- * Total Acreage in lots = 4.227 AC
- * Total No. of Lots = 13.
- * Subject property does lie within a Flood Hazard Zone per FEMA Map # 3710551500 J, date November 5, 2008.
- * All side and rear lot drainage easements, and all common open space drainage easements will be maintained by the HOA, not the Town of Harrisburg.

SHEET
1 OF 1



TOWN OF HARRISBURG

Agenda Item Details

Title:

Set Filing Fees for November 2019 Election.

Presenting Personnel:

Suggested Motion or Action:

Motion to set the filing fees for the November 2019 General Election at \$30.

Description/Background:

The Town Council is required to set the filing fees for elections within their jurisdiction. In 2017 the Council voted to set the fees at \$30 and it is staff's recommendation that the fees remain the same this year.

Recommendation:

Fiscal Impact:

None

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2018-10 (R) Public Hearing for Conditional Rezoning and Zoning Map Amendment

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the rezoning request from C-1 (light commercial and office) to CZ - OI (Conditional Office Institutional) as requested by the applicant for the related property located in H-2018-10 (R).

If denied, the following motion is suggested:

To deny the rezoning request from C-1 (light commercial and office) to CZ - OI (Conditional Office Institutional) as requested by the applicant for the related property located in H-2018-10 (R).

Description/Background:

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 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, a site plan is required and is attached for approval by the Town Council. A staff report is attached for more information. Upon the rezoning approval, staff will review the site plan in accordance with our Unified Development Ordinance (UDO). A Preliminary Plat when submitted by the applicant will be placed on 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.

Recommendation:

With the conditions proposed, the rezoning request is consistent with the Harrisburg Area Land Use Plan. Planning and Zoning Department staff recommend approval of the rezoning request with conditions.

Fiscal Impact:

None.

Attachments:

1. H_2018_10_R Staff Report_TC
2. H_2018_10_R Townhome Map
3. H_2018_10_R_conditional_rezoning_application
4. 2019-01-30 Site Plan rezoning updated
5. MorrisDriveTownHome Elevation

6. H_2018_10_R neighborhood meeting notes 09.21.18
7. H_2018_10_R_Harrisburg - Parks Fee Letter - updated



Town of Harrisburg
Planning and Zoning Department

DATE: February 4, 2019

SUBJECT:

Request H-2018-10-(R): To rezone approximately 1.29 acres from C-1, Light Commercial and Office to CZ-O-I, Conditional Office-Institutional.

Location: The subject property is located on the southwest corner of the intersection of Morris Drive and Patricia Avenue, behind Bojangles. PIN 55075693030000.

Applicant: Jay Henson on behalf of Henson Foley

Staff Report Prepared by: Sushil Nepal, Planning and Economic Development Director

Neighborhood Meeting: Held November 15th, 2018

BACKGROUND:

Area: ±1.29 acres Total

Existing Land Use: Vacant

Zoning within 500 ft: North – RM-1, Residential Medium Density
South – C-1, Light Commercial and Office; and
CUO-I, Conditional Use Office-Institutional
East – C-1, Light Commercial and Office
West – C-1, Light Commercial and Office

Land Uses within 500 ft: North – Single-Family Residential
South – Retail and Institutional
East – Vacant and Commercial
West – Commercial and Vacant

APPLICATION SUMMARY:

- The applicant proposes to develop 13 multi-family townhome units. To achieve this, the applicant is requesting that the property be rezoned from the current C-1 district to Conditional O-I in accordance with the site plan submitted with the application.
- The proposed density of the site is 10 units per acre. The O-I district does not have a density requirement.
- Per the Town subdivision regulations, the applicant is providing a payment in lieu of dedication of public open space for the proposed townhome/duplex plan at the corner of Morris Drive and Patricia Avenue. The total purchase price for the property is \$50,000 and the acreage is 1.287 acres which averages out to \$38,850.03 per acre. There are 13 proposed lots/units within the Town of Harrisburg which calculates to 0.37 acres required open space based upon 1/35 of an acre per unit. The total fee to be paid is \$14,375.00.
- As a conditional zoning request, the applicant has submitted a site plan and proposed elevation along with the request for rezoning, which is attached for your consideration.

APPROVAL CRITERIA:

1. The size of the tract in question;

The subject property is approximately 1.29 acres in size.

2. Whether the proposal conforms with and is in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted plans, and the goals, objectives and policies of the Ordinance;

Per the Unified Development Ordinance, The O-I district is established to provide for agencies and offices rendering specialized services and traditional institutional functions (both public and private) including, but not limited to, governmental facilities, cultural and recreational facilities, educational facilities and charitable institutions. To protect the low intensity character of this district, retail and wholesale trade are prohibited as permitted principal uses.

Per the Harrisburg Area Plan, the subject property is located in an area designated as Mixed Use: This area encourages the blending of complementary commercial, office and a mix of residential housing types. These areas typically offer a horizontal mix of uses where changes in use occur between adjacent buildings. Buildings are typically one and two stories. Designed to facilitate access via walking and biking, mixed-use areas should be located near potential commercial and mixed use nodes where access via the road network, sidewalks, greenways, and/or future transit is feasible.

3. The benefits or detriments for the owner, neighbors and surrounding community;

The benefits to the owner of the property would be that multi-family residential development could be achieved under the proposed zoning. The existing zoning restricts all residential uses. Detriments to the neighbors and surrounding community are

consistent with those expected with additional residential development; approval of this development would not introduce any new negative impacts that do not already exist in this primarily residential and retail area. Benefits to the neighbors and surrounding community include a mix of residential housing types that provide development transition between commercial development on NC HWY 49 and single family residences in the adjacent neighborhood.

4. Whether the proposed request is in compliance with the adequate public facilities criteria;

a. Utilities:

Utilities are available in this area, and are sufficient to meet the needs of this property. Water and sewer access are located along Morris Drive.

b. Transportation:

A Traffic Impact Analysis is not required for a development of this site, as the proposed development doesn't generate 100 peak hour trips.

c. Safety and Sanitation Services:

Adequate police, fire, and sanitation services are available for this use.

d. Schools:

Per Cabarrus County, the APF Ordinance for schools is currently not being enforced after a ruling by the NC Supreme Court. However, Cabarrus County Schools does still review the capacity of the K-12 schools that this development will feed into, and provides future capacity numbers based on the units proposed. For this site, Cabarrus County has provided the following information:

Proposed Student Generation:

Townhomes produce a very limited number of students. Using the student generation rate which has been used for the past several years, it was estimated that 13 townhomes would generate less than 4 students. These students would be divided between elementary, middle, and high school. Therefore, these schools would be receiving 2 students or less.

5. The relationship of the uses envisioned under the new zoning and the uses currently present in adjacent tracts. The Commission shall consider the following:

a. Whether the proposed zoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting or other nuisances;

The proposed rezoning should not have negative impacts of these types on the surrounding area. The base zoning of O-I is designated as an appropriate district within the Mixed Use Land Use, as defined by the Harrisburg Area Plan. While the O-I district is primarily for office and institutional uses, it permits the conditional development of multi-family townhomes. Furthermore, the request acts as a transitional development between the commercial development of NC HWY 49 and the more traditional single family lots in the Harrisburg Park neighborhood to the north.

b. Any change of character in the area due to installation of public facilities, other zoning changes, new growth changes, deterioration, and development;

The most recent change in this area is the recent approval of Take 5 Oil Change commercial development on the north-west corner of NC HWY 49 and Patricia Avenue. The proposed development will back the Take 5 Oil Change property.

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

The zoning districts of the surrounding properties to the north of Morris Drive are residential in nature, while the zoning districts to the south of Morris Drive are commercial in nature. This proposed development would act as a transitional residential development between the two disparate areas.

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

The property is suitable for the uses which it has been restricted to under the existing zoning classification.

e. Whether the rezoning is compatible with the adjacent neighborhood, especially concerning neighborhood stability and character;

The rezoning is compatible with the adjacent neighborhood.

f. The length of time the subject property has remained vacant as zoned (if applicable);

This property has never been developed.

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

There is an adequate supply land in the area to accommodate the community needs should the Board decide to approve the request.

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

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

Furthermore, as a Conditional Zoning request, the Board must consider the following criteria:

7. The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the current Land Use Plan.

Per the Unified Development Ordinance, the O-I district is established to provide for agencies and offices rendering specialized services and traditional institutional functions (both public and private) including, but not limited to, governmental facilities, cultural and recreational facilities, educational facilities and charitable institutions. To protect the low intensity character of this district, retail and wholesale trade are prohibited as permitted principal uses.

Per the Harrisburg Area Plan, the subject property is located in an area designated as Mixed Use: This area encourages the blending of complementary commercial, office and a mix of residential housing types. These areas typically offer a horizontal mix of uses where changes in use occur between adjacent buildings. Buildings are typically one and two stories. Designed to facilitate access via walking and biking, mixed-use areas should be located near potential commercial and mixed use nodes where access via the road network, sidewalks, greenways, and/or future transit is feasible.

The base zoning of O-I is designated as an appropriate district within the Mixed Use Land Use, as defined by the Harrisburg Area Plan. While the O-I district is primarily for office and institutional uses, it permits the conditional development of multi-family townhomes. Furthermore, the request acts as a transitional development between the commercial development of NC HWY 49 and the more traditional single family lots in the Harrisburg Park neighborhood to the north.

Based on this characterization, the proposed development is consistent with the guidelines in the Harrisburg Area Land Use Plan.

8. The use(s) requested are among those listed as an eligible permitted or conditional use in the general use district as included in the rezoning request.

The applicant is seeking for the following uses to be allowed in this Conditional Zoning District:

- Multi-Family Residential

This use is allowed in the O-I District as a conditional use with supplemental regulations.

9. The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare and vibration and not create a nuisance.

The site has been designed to reduce negative impacts to surrounding property owners. Staff has recommended locating parking to the rear of the development and placing units on the street with a setback that is reflective to that of existing residential development. All buffers shown are adequate to meet the needs of the adjacent properties.

10. The use limitations and conditions as proposed and/or imposed for the requested district can reasonably be implemented and enforced for the subject property.

The conditions proposed and imposed for this district can be reasonably implemented on this site.

11. When implemented the proposed and/or imposed use limitations and conditions will mitigate specific land development issues that would likely result if the subject property were zoned to accommodate all the uses and the minimum standards of the corresponding general zoning district. If any standards are proposed that are different from the underlying zoning district, the applicant must clearly demonstrate that the overall resultant project is greater than that which is typically allowed by the general district.

All proposed conditions recommended by staff are to bring the site into conformance with local and state regulations.

12. The applicant has agreed to accept the use limitations and conditions as proposed and/or imposed for the requested district.

The applicant will need to agree to all conditions listed in this staff report. Any additional conditions placed on this property will need the acceptance of the applicant before a decision is made on this application.

13. For an approval, the Board must adopt a consistency statement that the amendment being considered is either consistent or inconsistent with the adopted land use plan and that the Board considers the action to be reasonable and in the public interest.

Both the Planning Board and the Town Council will need to adopt a consistency statement when a recommendation or decision is made on this item.

APPROVAL WITH CONDITIONS:

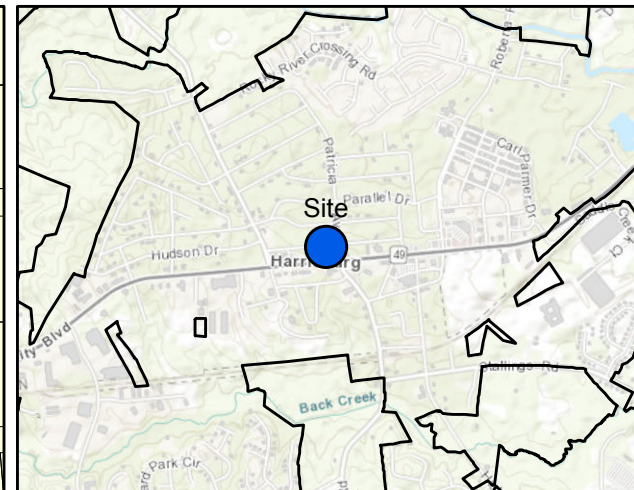
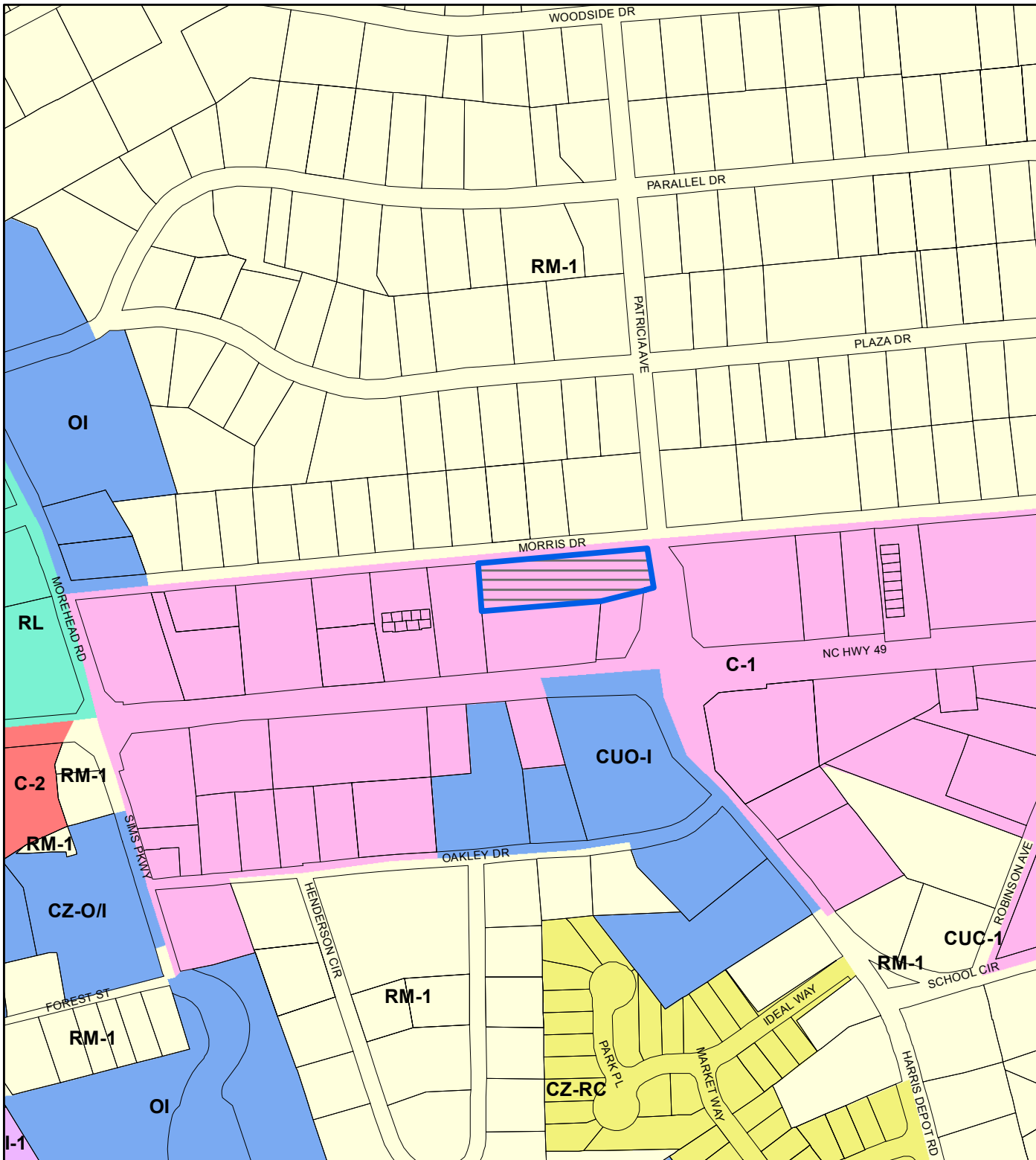
The proposal is a conditional zoning request. Conditions may be imposed on the zoning action. Staff recommends that the following conditions be placed on this project, if the Town Council sees fit to recommend approval to the Town Council.

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)

RECOMMENDATION:

With the conditions proposed, the rezoning request is consistent with the Harrisburg Area Land Use Plan. Planning and Zoning Department staff recommend approval of the rezoning request with conditions.



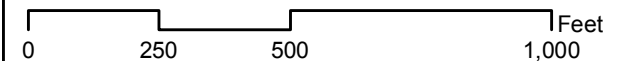
H 2018-10- (R) Harrisburg Townhomes

Applicant: Harrisburg Holdings LLC

Current Zoning: C-1 (Light Commercial & Office)

Proposed Zoning:
CZ-OI (Conditional Office & Institutional)

-  Parcels
-  Site
-  Town Limits



[illegible]



Owner Information

It is understood by all parties hereto that while this application will be carefully considered and reviewed, the burden of providing its need and providing all required evidence rests with the below named petitioner. In addition, it is understood and acknowledged that if the property is rezoned as requested, the property involved in this request will be perpetually bound by the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended through the rezoning process. It is further understood and acknowledged that it is the responsibility of the petitioner to file the development plan in the Cabarrus County Register of Deeds Office as a deed restriction upon the subject property.

If, after two years from the date of approval substantial construction has not begun, the property in question may revert to its prior zoning designation after a public hearing is held in compliance with the required procedure for a zoning map amendment.

I do hereby certify that all information which I have provided for this application is, to the best of my/our knowledge, correct.

Property Owner	Harrisburg Holdings LLC
Address	568 Jetton St. Suite 200 Davidson, NC 28036
Phone	704-895-2084
Fax	
Signature	

NOTE: If multiple parcels are involved in a request, property owners must sign an application identifying the individual parcel(s) represented. Each parcel included in the request must be accounted for in the application process for the application to be considered complete.

OFFICIAL USE ONLY:

Petition Number: _____

Date Filed: _____

Received By: _____



APPLICATION FOR ZONING MAP AMENDMENT

The following steps are required in order for your application to be considered complete.

Incomplete applications will be returned to the applicant and will not be processed.

1. Schedule a pre-application meeting with staff.
2. Submit a completed application for an amendment to the official zoning map. All applications must include:
 - a. A list of all adjacent property owners (include owner name, address, and Parcel Identification Number)
 - b. A recent survey or legal description of the property or area to be rezoned
 - c. A copy of the letter, minutes, and the sign-up sheet from the Neighborhood Meeting
 - d. Copies of the Traffic Impact Analysis (TIA), proposed site plan, landscape plan, and proposed building elevations (applicability determined at pre-application meeting with staff)
3. Submit cash, checks, or money orders made payable to the Town of Harrisburg for all fees listed in the pre-application checklist.

Overview of the Rezoning Process:

1. Hold a pre-application meeting with staff to discuss your rezoning request and the map amendment process.
2. Hold a **neighborhood meeting** with the adjacent property owners. All adjacent property owners must be contacted and given an opportunity to meet with the applicant at a meeting established at a reasonable time. No member of the Town decision-making entity may participate in this meeting.
3. Submit a Zoning Map Amendment application to the Town of Harrisburg Planning Department. All applications must be submitted by the third Tuesday of the Month to go before the Planning and Zoning Board on the following month. NOTE: If the request is a Conditional Zoning request, complete and submit, with this application, a Conditional Rezoning Application.
4. Planning staff will review your application and subsequent information, prepare a staff report for the Board and take your request to the Planning and Zoning Board for a recommendation to the Town Council. Planning Board meetings are held on the third Tuesday of every month at 7:00 PM.
5. Once the Planning and Zoning Board has made a recommendation, staff will notify the adjacent property owners of the public hearing, post a sign on the property, and place announcements of the hearing in the local newspaper.
6. Town Council meetings are held on the second Monday of every month at 7:00 PM. At this meeting the Council will hold a public hearing and may vote on your request. Meetings are held at the Harrisburg Town Hall located at 4100 Main Street, Suite 101.

Questions: Contact the Town of Harrisburg Planning Department with any questions regarding rezonings in the Town of Harrisburg. Staff can be reached at 704-455-0709.



Subject Property Information

1. Street Address 4850 NC HWY 49 S Harrisburg, NC 28078
2. PIN(s) (10 digit#) 550 -- 75 -- 682 ; 350 -- 000 --
3. Deed Reference Book 12541 Page 0256
4. Township #

Description of Subject Property

5. Size (square feet or acreage) 1.287
6. Street Frontage (feet) 437.02'
7. Current Land Use empty lot
8. Surrounding Land Use and Zoning Classification

North: Zoning RM-1 Land Use single family residential

South: Zoning C-1 Land Use Restaurant

East: Zoning C-1 Land Use Bank

West: Zoning C-1 Land Use Carwash

9. Request to Change Zoning From C-1 to O-1

10. Is this a request for a Conditional Rezoning? YES NO

(If YES, you must also submit an application for a Conditional Rezoning)

11. Purpose for Request:

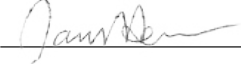
To provide 13 townhome units with parking and detention



Owner/Agent/Applicant Information

It is understood by all parties hereto that while this application will be carefully considered and reviewed, the burden of providing its need and providing all required evidence rests with the below named petitioner.

I do hereby certify that all information which I have provided for this application is, to the best of my/our knowledge, correct.

12. Property Owner	Harrisburg Holdings LLC
Address	568 Jetton St. Suite 200 Davidson, NC 28036
Phone	704-895-2084
Fax	
Email:	
Signature	
13. Agent (if any)	
Address	
Phone	
Fax	
Email	
Signature	
14. Applicant (if any)	Jay Henson
Address	8712 Lindholm Drive, Suite 202, Huntersville, NC
Phone	704-875-1615
Fax	
Email	jay@hensonfoley.com
Signature	

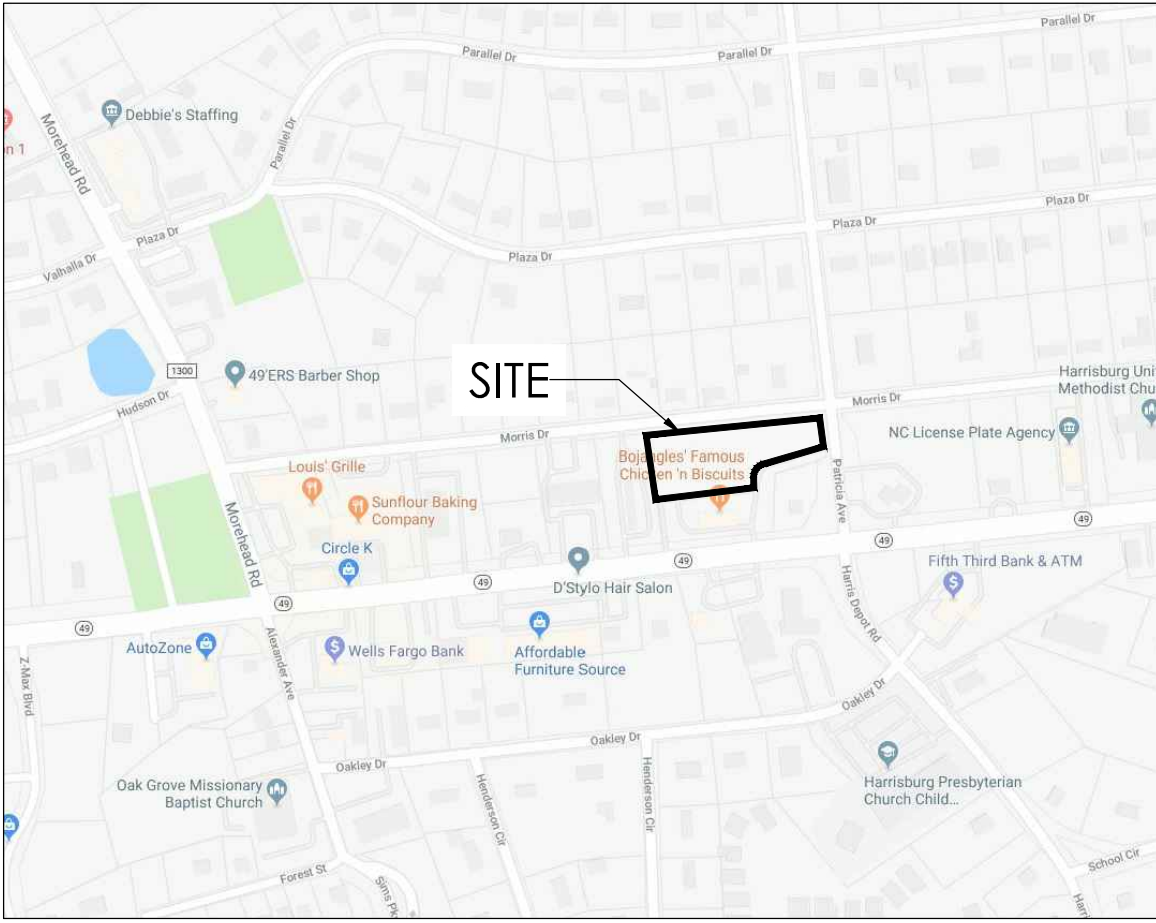
NOTE: If multiple parcels are involved in a request, property owners must sign an application identifying the individual parcel(s) represented. Each parcel included in the request must be accounted for in the application process for the application to be considered complete.

IMPERVIOUS SUMMARY			
ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF TOTAL SITE
TOTAL SITE AREA	56061.72	1.2870	N/A
EXISTING BUA	6,841 SF	0.16 AC	12.20 %
EXISTING PERVIOUS	49220.72	1.13 AC	87.80 %
PROPOSED BUILDING (BUA)	10,400 SF	0.24 AC	18.55 %
PROPOSED CONCRETE (BUA)	2,035 SF	0.05 AC	3.63 %
PROPOSED ASPHALT	14,966 SF	0.34 AC	26.70 %
TOTAL BUA (ON-SITE)	34,242 SF	0.79 AC	61.08 %
TOTAL PERVIOUS	21,819.72 SF	0.50 AC	38.92 %

SITE DATA	
LOCATION:	4850 NC HWY 49 (PIN 5507-56-93030000) HARRISBURG, NC 28075
EXISTING ZONE:	C-1
PROPOSED ZONE:	O-1
CONTACT:	HENSONFOLEY (JAY HENSON) 704-875-1615
ITEM	PROVIDED
MIN. FRONT SETBACK	20 FT
MIN. SIDE SETBACK	0 FT
MIN. REAR SETBACK	0 FT
MAX. BUILDING HEIGHT	35'
SOIL TYPE	MkB

BUFFERS	
PERIMETER LANDSCAPING TYPE A BUFFERS	
1 TREE PER 100'	
1 SHRUB PER 50'	
40 POINTS PER 100 LF	

ZONING CODE SUMMARY	
ITEM	PROVIDED
SITE AREA	1.287 AC
BUILDING SIZE	BUILDING A: 3,200 SF (4 UNITS) BUILDING B: 3,200 SF (4 UNITS) BUILDING C: 4,000 SF (5 UNITS) BUILDING TOTAL: 10,400 SF (13 UNITS)
BUILDING DENSITY	15 UNITS PER ACRE
FAR	10,400/ 1.287 AC (56,061 SF) = 0.18
PARKING SPACES REQUIRED	26 @ 2 PER UNIT (13 UNITS)
PARKING SPACES PROVIDED	26 SPACES
BIKE PARKING REQUIRED	NONE
MIN. DRIVE AISLE WIDTH	AS NOTED
MIN. DRIVEWAY RADIUS	AS NOTED





HensonFoley

Landscaping Architecture | Civil Engineering | Surveying

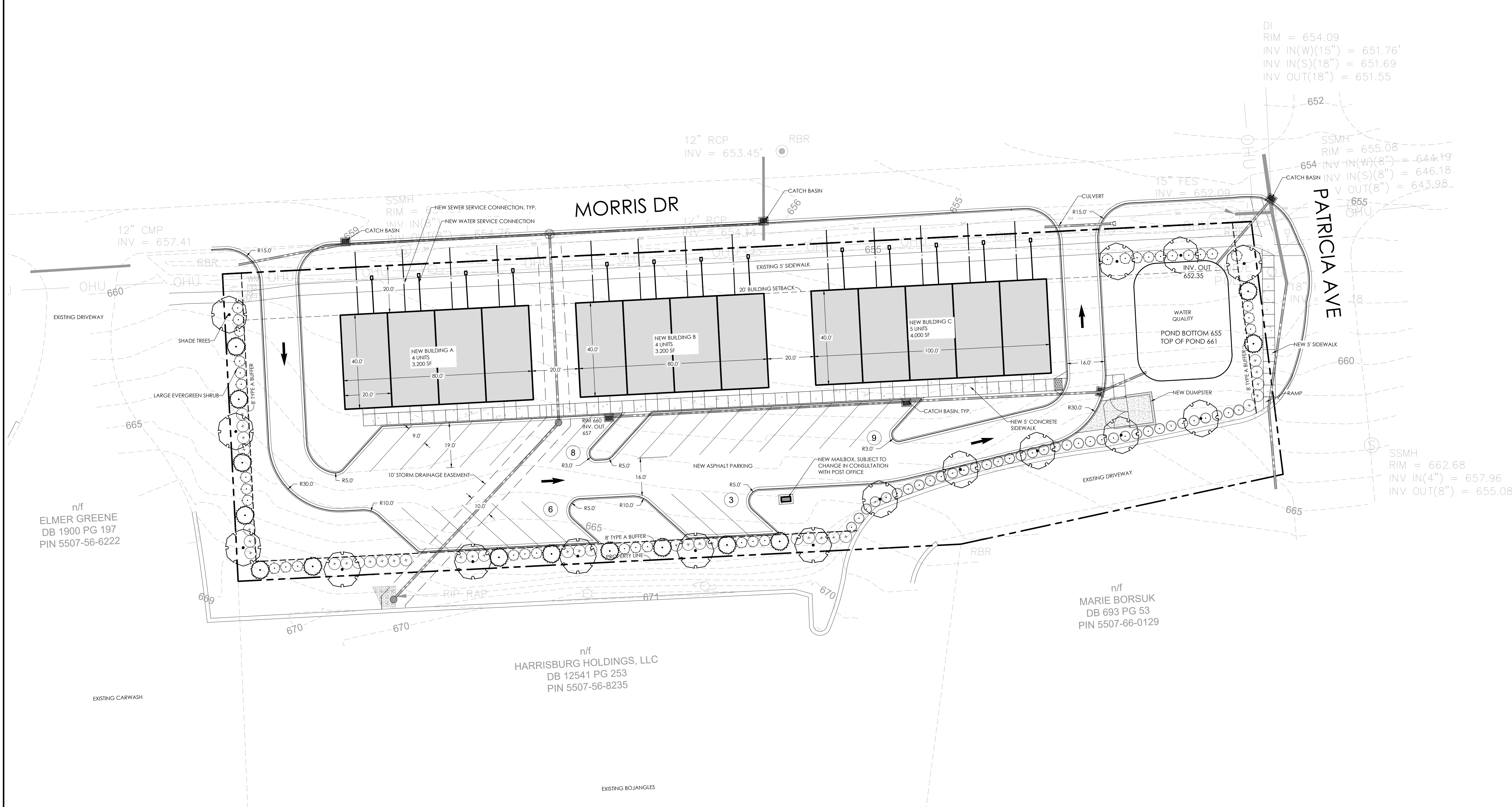
8712 Lindholm Dr Suite 202A, Huntersville, NC 28078

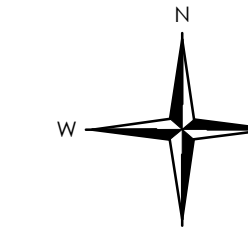
p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com

NC ENGINEERING BOARD LICENSE # C-2981

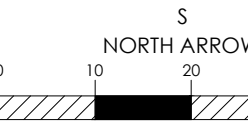
NC SURVEYING BOARD LICENSE # S-399

NC LAND SURVEYING BOARD LICENSE # L-180





NORTH ARROW



GRAPHIC SCALE 1"=20 FT.



HARRISBURG TOWNHOMES

PIN # 5507-56-93030000

4850 HWY 49 S. HARRISBURG, NC 28075

SITE PLAN

REVISIONS:	

Z03 - SITE PLAN.DWG	
PROJECT NUMBER:	218049
DATE: 10/09/2018	DRAWN BY: TLM
SHEET	Z03 OF 03



Neighborhood Meeting Notes
September 20, 2018
Morris Street Townhomes
Harrisburg Town Hall
6pm

Meeting start time: 6:10

Ashley, from Benchmark Planning, introduced the project and the applicant

Brian Hines and Jeff Watson, applicants, presented the project. Applicants stated property is currently zoned C-1, which allows for such uses as General Merchandise Store, Shopping Center under 25,000 sf etc. Applicants did not believe such uses are conducive to this parcel as located behind the Bojangles and fronts on Morris Ave, which is more of residential corridor and feel.

Applicants spoke of Harrisburg Land Use Plan, which calls for uses such as multi family in this area. Applicant then shared idea of 13 Townhomes. Shared also a plan which consisted of Cottage Type Duplex plans.

Residents had questions regarding the following:

- Quality of Construction-mix of product type, brick, hardi-plank and the like
- Units for Rent or For Sale-applicants are not sure at this time
- Water Runoff-applicant stated town's requirement to put in pond to handle water from onsite. Curb and gutter is a town requirement to be installed on project side of Morris Ave
- Comments regarding low income or affordable housing were brought up. Applicants stated cost of construction will cause project to be more of a market rate product.

Residents seemed favorable to the use and even brought up they would prefer the duplex type product (Cottage Style). Applicants assured them to go back and look at that product to see if they could make that work.

Meeting was over around 7pm.

Sweetwater Assets, LLC
568 Jetton Street, Suite 200
Davidson, NC 28036

November 16, 2018

Town of Harrisburg
Mr. Daniel Stines
4100 Main Street, Suite 101 Harrisburg, NC 28075

RE: Public Open Space for Morris Drive and Patricia Avenue Dear Mr. Stines,

We would like to present payment in lieu of dedication of public open space for the proposed townhome/duplex plan at the corner of Morris Drive and Patricia Avenue. The total purchase price for the property is \$50,000 and the acreage is 1.287 acres which averages out to \$38,850.03 per acre. There are 13 proposed lots within the Town of Harrisburg which calculates to .37 acres required open space based upon 1/35 of an acre per unit. We request to make this payment at time of lot platting.

Total Fee to be Paid = $\$38,850.03/\text{acre} \times .37 \text{ acres} = \$14,375$

Please advise if you have any questions or need additional documentation from s. We look forward to working with and the Town of Harrisburg on this project.

Sincerely,



Jeff Watson
Manager



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 contracted Planning Services.

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

Increase line item 100-1400-56310 Professional Services	\$ 61,300
--	-----------

Decrease line item 100-8750-59500 Contingency	\$ 61,300
--	-----------

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 11th day of February 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Amendment to Capital Project Ordinance for the New Harrisburg Veterans Park at Harris Square

Presenting Personnel:

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

Suggested Motion or Action:

To approve amendment to the capital project ordinance in the amount of \$27,450 for remaining permitting, bidding, construction administration and electrical engineering services for the new Harrisburg Veterans Park at Harris Square.

Description/Background:

Staff requests Council to 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 Lebella 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)

Recommendation:

Staff recommends approval of this capital project ordinance amendment, to enable the completion of the necessary documents, and administration to ensure success and quality of the overall project.

Fiscal Impact:

This project is part of the FY2019 Capital Projects Fund - Parks and Recreation project, in the total amount of \$525,000.

This amendment moves funding from the Construction line item to the Professional Services line item within the Capital Project. The Professional Services budget will now be \$52,450 (original budget \$25,000) and the Construction budget will be \$472,550 (original budget \$500,000). No additional impact to this budget is expected at this time. Staff will have the complete project bid/cost amount for the project, at the May 2019 Council meeting for their consideration.

Attachments:

1. Capital Project Ordinance Amendment -P&R Veterans Park - Harris Square
2. Harris Square - Permitting, Bid, Admin Proposal
3. Labella Electrical Bid
4. Harris Square Park - Final Design Concept



AN ORDINANCE AMENDING THE 2019-2021 CAPITAL PROJECT ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the Capital Projects Fund – Parks and Recreation project ordinance for the fiscal years beginning July 1, 2018 and ending June 30, 2021:

Section 1. Amend Capital Projects Fund – Parks and Recreation line items to account for permitting, bidding, construction administration and electrical engineering services for the new Harrisburg Veterans Park in Harris Square.

Section 2. To amend the Capital Projects Fund – Parks and Recreation line items, the appropriations are to be changed as follows:

Increase line item 320-5000-56310	\$ 27,450
Professional Services	

Decrease line item 320-5000-57100	\$ 27,450
Construction	

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 11th day of February 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



January 25, 2019

Daniel Stines
Parks & Recreation Director, Town of Harrisburg
PO Box 100
Harrisburg, North Carolina 28075

RE: Proposal for Professional Services – Add Services #1: Permitting, Bidding Assistance, and Construction Administration

Project: Harris Square
Location: Harrisburg, North Carolina

Dear Daniel,

On behalf of STEWART, Inc. (Stewart), I am pleased to submit to Town of Harrisburg for Permitting, Bidding Assistance, and Construction Administration for the Harris Square project, which we are currently designing.

This proposal includes the necessary services to provide landscape architecture and civil engineering services related to the next phase of the Harris Square project. We have included a project understanding, a clear breakdown of scope of work responsibilities between Stewart, consultants, and the Town, and a methodical process to execute the proposed work. We look forward to continuing to work in a collaborative relationship with you and the entire team to assure we meet the vision and expectations of the project.

SCOPE OF WORK

Task 4 – Permitting

The permitting task includes submittal to the agencies noted, comment review, addressing comments, and resubmittal of plans as needed.

We anticipate needing the approvals or permits from the following agencies:

- North Carolina Department of Environmental Quality (NCDEQ):
 - Erosion control Permit
- Town of Harrisburg:
 - Site
 - Zoning
 - Stormwater Conveyance, including coordination of easement for stormwater discharge off-site
 - Site Utilities

Task 5 – Bidding Assistance

Stewart plans to assist the Town of Harrisburg in the public bidding of the Harris Square process. We expect this to be a single prime contractor bid and to be selected under a single round of bidding.

Specific work within this task includes the following:

- Bid set document preparation, including coordination with the Client to identify and delineate bid alternates within the CD set to meet the Client's project budget. Costs will be based on third party cost estimate performed during Task 2 of the project.
- Coordination of the bid advertisement with the Town
- Holding a Pre-Bid meeting
- Issuing and distributing bid addendums
 - Addendum 1 will include the meeting minutes and attendees list from the Pre-Bid meeting
 - Additional addendums will be issues based on questions, received during the questioning period, from interested contractors.
- Assisting the Town with the Bid Opening

Task 6 - Construction Administration

During the Construction Administration phase, Stewart will act on behalf of the Town to oversee the construction process. At this time, Stewart expects a four-month (120 days) construction schedule.

The scope of this service includes the following:

- Holding a Pre-Construction meeting with the selected Contractor prior to the start of construction
- Eight (8) site meetings/visits
- Field and meeting reports from the site meetings/visits
- Shop drawing review
- Responses to Requests for Information (RFIs) received from the Contractor
- Bulletin Drawings
- Final site visit with punch list

Additional site visits or meetings beyond the scope noted above: **\$1,000 per site visit/meeting**

Assumptions & Exclusions

Our scope and fee proposal is based on the following assumptions:

1. Client is responsible for all fees associated with permitting.
2. No liability is assumed for the accuracy of other consultant's work (i.e. general development parcel plans from the Developer or their consultants) or information provided by others used in the production of final construction documents.
3. All permitting related to stormwater management and stormwater control measures is assumed to be by others.
4. Site visits for other consultants to be covered under their scope and fee.
5. The following items are specifically excluded from the Scope of Services:
 - a. Design of any off-site roadway improvements
 - b. Electrical engineering plans or permitting beyond coordination for site
 - c. Advertising fees
 - d. Permit submission to Cabarrus County – As there is no building associated with this project, we do not anticipate submitting for permits to the County.
 - e. Re-Bidding of the project



Client Responsibilities

It shall be the responsibility of the Client to provide the following items:

- Provide assistance in obtaining information from the overall developer, tenants, and their consultants as needed to complete our tasks.
- Provide ongoing coordination between Stewart and the various departments and staff of the town
- Payment of all invoices per Conditions of the Agreement.

Additional Services

Any item not contained in the scope of services or items outlined as exclusions are available from Stewart but will be deemed as an Additional Service. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

Compensation

Stewart agrees to provide professional services as outlined above in the Scope of Service on a lump sum basis. See Fee Schedule below:

Description: Scope of Service	Subtotal
Task 4 – Permitting	\$4,500
Task 5 – Bidding Assistance	\$4,000
Task 6 – Construction Administration	\$9,500
TOTAL	\$18,000
REIMBURSABLE EXPENSES	\$500

CONCLUSION

This document may serve as an Agreement. Included in the agreement are the Standard Hourly Rate Schedule and Conditions of the Agreement. If this proposal is acceptable, please execute and return a copy of the Agreement to this office along with the Project Information Form that will guide our billing process.

Respectfully submitted:

STEWART

Tedd Duncan PLA

Approved by:

Daniel Stines, Town of Harrisburg

Date

Manager, Landscape Architecture
Associate Vice President



Stewart Conditions of the Agreement

1.0 Payments on Account

- 1.1 Invoices for Stewart's services shall be submitted, at Stewart's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 1.2 Any inquiry or questions concerning the substance or content of an invoice shall be made to Stewart in writing within 10 days of receipt of the invoice. A failure to notify Stewart within this period shall constitute an acknowledgment that the service has been provided and is correct.

2.0 Late Payments

- 2.1 A service charge will be charged at the rate of 1.5% (18% annual percentage rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
- 2.2 In the event that any portion of an account remains unpaid 30 days after billing, Stewart may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of all services.

3.0 Insurance

- 3.1 Stewart shall secure and endeavor to maintain professional liability insurance and commercial general liability insurance to protect Stewart from claims for negligence, bodily injury, death or property damage which may arise out of the performance of Stewart's services under this Agreement, and from claims under the Worker's Compensation Acts. Stewart shall, if requested in writing, issue certificates confirming such insurance to the Client.

4.0 Standard of Care

- 4.1 The standard of care for all professional services performed or furnished by Stewart under this Agreement will be the skill and care used by members of Stewart's profession practicing under similar circumstances at the same time and in the same locality. Stewart makes no warranties, express or implied, under this Agreement or otherwise, in connection with Stewart's services.

5.0 Indemnifications

- 5.1 The Client shall indemnify and hold harmless Stewart and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by the Client in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.



5.2 Stewart shall indemnify and hold harmless the Client and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by Stewart in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.

5.4 Sub-Consultant(s) shall indemnify & hold harmless Consultant & Client from and against all claims, losses, damages, and expenses (including attorney's fees and defense costs) to the extent such claims, losses, damages, or expenses are caused by any negligent act, error, or omission of Sub-Consultant or any person or organization for whom the Sub-Consultant is legally liable.

6.0 Risk Allocation

6.1 In recognition of the relative risks, rewards and benefits of the Project to both the Client and Stewart, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Stewart's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of \$250,000. Such causes include, but are not limited to, Stewart's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.0 Reuse of Documents

7.1 All documents including calculations, computer files, drawings, and specifications prepared by Stewart pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of Stewart. Any reuse without written approval or adaptation by Stewart is prohibited.

8.0 Opinion of Probable Construction Costs

8.1 Stewart's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. Stewart cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

9.0 Construction Phase Services

9.1 If this Agreement provides for any construction phase services by Stewart, it is understood that the Contractor, not Stewart, is responsible for the construction of the project, and that Stewart is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.



10.0 Mediation

10.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Stewart's services, Stewart may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

10.2 The Client and Stewart shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions currently in effect and administered by counsel for the parties. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

10.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Raleigh, North Carolina, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.4 If the parties do not resolve a dispute through mediation pursuant to this Section 10.0, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Client and Stewart do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[☐ ☐] Arbitration pursuant to Section 10.3 of this Agreement

[☐ ☐] Litigation in a court of competent jurisdiction

[☐ ☐] Other (Specify)

11.0 Termination of Contract

11.1 Client may terminate this Agreement with seven days prior written notice to Stewart for convenience or cause. Stewart may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Stewart has been paid in full all amounts due for services, expenses and other related charges.

LAND PLANNING AND DESIGN STANDARD HOURLY RATES

2018



CLASSIFICATION	HOURLY RATE
Student Intern	\$ 50.00
Administrative Specialist II	\$ 65.00
Landscape Rendering Designer	\$ 70.00
Project CAD Technician	\$ 85.00
Designer, Civil Engineering	\$ 90.00
Designer, Landscape Architecture	\$ 90.00
Civil Engineering Intern	\$ 95.00
Planner I	\$ 95.00
Project Designer, Civil Engineering	\$100.00
Project Designer, Landscape Architecture	\$100.00
Planner II	\$110.00
Civil Engineering Specialist	\$115.00
Landscape Specialist	\$115.00
Project Civil Engineer	\$115.00
Project Landscape Architect	\$115.00
Civil Engineering Specialist Lead	\$135.00
Landscape Specialist Lead	\$135.00
Project Manager	\$135.00
Senior Planner	\$135.00
Studio Leader	\$150.00
Studio Leader, Planning	\$150.00
Associate Director of Design	\$170.00
Managing Studio Leader	\$170.00
Planning Manager	\$170.00
Director of Design	\$180.00
Practice Area Leader	\$200.00

Note: This schedule of rates are subject to adjustment in accordance with annual wage and cost of living increases.

January 17th, 2019

Exhibit A

Emily Blackwell
Planning & Design Project Manager
Stewart Inc.
101 N. Tryon St. STE 1400
Charlotte, NC 28202

**RE: Harris Square
Labella Proposal P-1900577**

Dear Emily,

Thank you for the opportunity to propose professional electrical engineering and design services for the Harris Square project in Harrisburg, NC. This letter of proposal covers our proposed scope of work, approach and professional design fees.

PROJECT UNDERSTANDING

It is Labella's understanding that professional electrical design services are needed for the Harris Square project. The project site is approximately 1 acre located in the Town of Harrisburg on the corner of Hwy 49 and Harrisburg Veterans Road. Our proposal is based on the email from yourself to Bernie Stallings dated January 15th, 2019 including attachments of the site plan and direct burial vault.

SCOPE OF SERVICES

Based on Labella's understanding of the project, the scope of professional services anticipated on this project are as follows:

- Coordinate power to the site from an existing transformer or service power panel. Extend power to the project site.
- Lighting design for the site as shown on the site plan referenced in the Project Understanding section above including the lighting at the entry, flagpole lighting, pedestrian lighting, Charters of Freedom, and lights at the kiosk entry.
- Power distribution design to receptacles, town clock, festival tents, Christmas Tree lights, fountain pumps, and fountain lights
- Site visit to confirm existing conditions and electrical power availability.
- Two (2) design reviews with the owner.



ASSUMPTIONS AND EXCLUSIONS

LaBella Assoc. has made the following assumptions in preparation of this proposal:

- Fountain pumps and fountain lighting design are by others. This scope is to provide power to those locations based on vendor information.
- Construction cost estimates, document reproduction and construction administration are not included.
- Site utilities with adequate capacity are available within close proximity of the site for use on this project.
- All drawings will be produced in AutoCad.

PROJECT SCHEDULE

LaBella Associates, PC is prepared to begin design within 1 week of notice-to-proceed and execution of the Professional Services Agreement. The design will be completed in a timely manner to support the overall project schedule..

FEES

LaBella Associates PC will provide professional engineering services as outlined in "Scope of Services" for the following fees:

- | | |
|--------------------------------|-------------|
| • Electrical for Harris Square | \$ 8,950.00 |
|--------------------------------|-------------|

Thank you for the opportunity to propose; I look forward to working with you on this and future projects.

Sincerely,

LABELLA ASSOCIATES, P.C.

Bernie Stallings

Electrical Project Manager

Professional Services Agreement Attached

Professional Services Agreement

Agreement made the _____ day of _____, 2019
between

LaBella Associates, P.C.
("LaBella")

and

Stewart, Inc.
("Client")

for services related to the following Project:

Harris Square
("Project")

LaBella and Client hereby agree as follows:

1. **Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated January 17th, 2019, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
2. **Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
3. **Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

LaBella Associates, P.C.

By: _____

Title _____

Date: _____

Client Name

By: _____

Title _____

Date _____

Exhibit A
LaBella's Proposal

Exhibit B

Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall renegotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All plans, drawings, specifications, calculations, reports and other documents prepared by LaBella as instruments of service are and shall remain the property of LaBella. Client agrees that the re-use of LaBella's instruments of service on any extension of the Project, or on any other project, is prohibited without first obtaining LaBella's written permission and consent.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client. The project budget will be adjusted accordingly.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project, such as for preparation of documents for storage, maintaining space and equipment pending resumption, the orderly demobilization of staff, maintaining employees on a less-than-full-time basis, terminating employment of personnel because of suspension, rehiring former employees or hiring new employees because of resumption, reacquainting employees with the Project upon resumption, and making revisions to comply with Project requirements at the time of resumption.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and

- Professional liability insurance with policy limits of not less than \$3,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the available proceeds of LaBella's insurance coverage.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located, and the parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.





TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Amendment to FY2019 Budget for Harrisburg Elementary Fields and Stallings Park Improvements and Enhancements

Presenting Personnel:

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

Suggested Motion or Action:

To approve an amendment to the FY2019 budget ordinance in the amount of \$35,600 for improvements and enhancements to Harrisburg Elementary Fields and Stallings Park.

Description/Background:

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 are 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. Reduced maintenance and other associated costs will be significantly reduced as well.

Recommendation:

Town staff recommends approval of the budget amendment and transfer of \$35,600 for the remaining improvements to Harrisburg Elementary and Stallings Park.

Fiscal Impact:

There will be no additional funds requested from the Town's General Fund. These funds are provided 100% through sponsorship from Land-O-Frost Lunch Meats, a program that is administered by the Harrisburg Community & Youth Association.

The addition of the \$35,600 will bring the total project cost to \$160,600.

Attachments:

1. Budget Amendment -P&R Harrisburg Elementary Fields and Stallings Park



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 HCYA's contribution towards the Harrisburg Elementary and Stallings Park ADA and facility improvements.

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

Increase line item 100-5000-57103	\$ 35,600
Capital Outlay	

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

Increase line item 100-48900	\$ 35,600
Contributions from HCYA	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 11th day of February 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of Park and Recreation Advisory Board Member Appointments

Presenting Personnel:

Daniel Stines, Parks & Recreation Director

Suggested Motion or Action:

If approved:

To approve the reappointment of Arika Rucker, Quero DeSouza and Michael Gallagher, to serve a two-year term on the Parks and Recreation Advisory Board from March 1, 2019 to February 28, 2021.

Description/Background:

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.

Recommendation:

Staff recommends approval of these appointments, based on their service and volunteerism within the Board.

Fiscal Impact:

These are volunteer positions, no fiscal impact applies.

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of Contract to Repair Manholes in Cabarrus Woods

Presenting Personnel:

Lee Connor, Assistant Town Manager, Tom Polito, Public Works Director

Suggested Motion or Action:

To approve a 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.

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 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. A summary of the respondents is included as an attachment to this agenda item as the bid tab. Dun-Right Services, Inc. was the lowest bidder at \$80,230.48.

Recommendation:

To approve the attached contract with Dun-Right for manhole 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 \$622,000. With this contract, the remaining balance available to spend will be approximately \$542,000.

Attachments:

1. Contract - Dun-Right Services, Inc.
2. Bid Tab

DUN-RIGHT SERVICES, Inc.

Coatings & Infrastructure Rehab



910 B. PARKER DRIVE
FLORENCE, SOUTH CAROLINA 29501
(843) 317-1144 FAX (843) 317-1184

PROPOSAL

PROPOSAL SUBMITTED TO Town of Harrisburg	DATE January 31, 2019	Bid Date 01/31/19	Time 3:37:56 PM
STREET PO Box 100	JOB NAME 2019 Cabarrus Woods Sewer Manhole Rehabilitation		
CITY, STATE, AND ZIP CODE Harrisburg, NC 28075-0100	JOB LOCATION Harrisburg, NC		
ATTENTION cell: 704-618-8018 Mallory Hodgson - mhodgson@harrisburgnc.com	FAX NUMBER (704) 455-4761	TELEPHONE NUMBER (704) 206-8779	

To provide all labor, materials, equipment and supervision necessary to prepare, rehabilitate & top coat the interior of the existing manholes as scheduled below:

- High pressure wash (5000 psi @ 5 gpm) clean/degrease, removing all dirt, residues and contaminants.
- Patch/Repair all minor voids, as necessary, with Quadex Hyperform rapid setting, high early strength patching material and/or Strong Seal QSR, a rapid setting calcium aluminate fiberglass reinforced corrosion resistant repair mortar.
- Rehabilitate existing substrate with Raven 755, reinforced, spray applied high early strength underlayment / repair material, as indicated below.
- Top Coat with Raven 405FS Ultra high build epoxy as indicated below.
- The monolithic epoxy coating of entire structure will be inspected with high voltage holiday detection equipment.

FOURTEEN (14) EXISTING 4' DIA. X APPROXIMATELY 6' - 8' DEEP/EACH ECCENTRIC..... \$54,091.40
CONE MANHOLES, TOTAL 110 VF, \$491.74/VF - PATCH/REPAIR MINOR VOIDS/CRACKS,
AS NEEDED, & APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED,
& 125 MILS EPOXY TOP COAT

REPAIR/REBUILD EXISTING BENCH-INVERT INSIDE TWENTY-FOUR (24) EXISTING..... \$17,776.80
4' DIA. ECCENTRIC CONE MANHOLES, \$740.70/EACH - TO BE DONE BY UTILIZING
STRONG-SEAL QSR CORROSION RESISTANT REPAIR MORTAR (DOES NOT INCLUDE
EPOXY TOP COAT FOR MANHOLES THAT ARE NOT BEING FULLY COATED/LINED
AS DESCRIBED ABOVE)

REPAIR INDIVIDUAL MANHOLE LEAK/JOINT IN NINETEEN (19) EXISTING 4' DIA. ECCENTRIC..... \$8,362.28
CONE MANHOLES, \$440.12/EACH - TO BE DONE BY INJECTION GROUTING, AS NEEDED.
(OVERALL MANHOLE COUNT TAKEN FROM REVISED MANHOLE REPAIR SCHEDULE)

Notes:

- All work will be done in accordance with manufacturers' recommendations and current industry standards.
- Non-typical repairs/coatings will be negotiated on site.
- Unforeseen major leaks that require chemical grouting injections in addition to our standard patch/repair are not included in pricing unless otherwise specified. Extent of major leaks cannot be determined until surface prep. Dun-Right Services, Inc. will perform chemical grouting repairs on a time and materials rate.
- Removal of existing water/debris by others in combination with Dun-Right's mobilization (if required).
- DEBRIS DISPOSAL BY OTHERS (IF REQUIRED).
- WATER SUPPLIED BY OTHERS.
- Should verified dimensions differ from those provided on quotation above, additional invoicing shall be based on the same "per square foot" unit price as the above quote.
- Unless otherwise noted on this proposal, only the concrete surfaces of proposed structures are quoted.

Mickey Leviner - 843-616-4557

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: As Per Above dollars (\$ ____).

Net 30 days (unless specified otherwise). A surcharge of 1.5% of the unpaid monthly balance will be added on late payments. The quotation is contingent upon our inspection of applicable drawings and/or site visit, and inspection of specifications, special conditions, and owner/contractor documents.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Gregg Davis, Estimator

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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

Signature

Date of Acceptance

Service/Contractor	Culy Contracting	Dun-Right Services	CMT
Cleaning, Base Coat and Epoxy Coat (14 Manholes)		\$ 54,091.40	\$ 130,055.00
Repair/Rebuild Invert		\$ 17,776.80	\$ 8,400.00
Repair Manhole Leak/Joint		\$ 8,362.28	\$ 3,765.00
Sum	\$ -	\$ 80,230.48	\$ 142,220.00

Provided as a Per-Day estimate.