



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

**April 8, 2019
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. AGENDA ADOPTION
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. SPECIAL PRESENTATIONS
 - 1. Presentation of Bronze Award to Girl Scout Troop 1584.
 - 2. Resolution in Honor of John T. "Tommy" Rucker, Jr.
 - 3. Alcohol Awareness Month Proclamation.

2. CONSENT AGENDA

- A. Consider the minutes of the March 11, 2019 Town Council Meeting.
- B. Consideration of Amendment to FY2019 Budget Ordinance for Deputies Insurance Proceeds
- C. Consideration of Approval of Hawthorne Subdivision Request for Street Acceptance, Phase 1, 2, 3 and 4 and Related Value
- D. Consideration of Approval of FY2019 Financial Audit Contract
- E. To set a public hearing for May 13, 2019 to consider the construction and renovation of Harrisburg Park - Phase 1, the related financing agreement, per N.C.G.S. 160A-20 and adopt a resolution authorizing the filing of an application for approval of a financing agreement authorized by N.C.G.S. 160A-20.

3. COMMUNICATIONS

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

4. PUBLIC HEARINGS

- A. H2019-01-(T) Public Hearing to amend Section E.3.12 of the Town's Unified Development Ordinance (UDO) to bury utilities underground along Highway 49.

5. OLD BUSINESS

- A. Consideration of Approval of Contract for Branded Facility Signage Construction

6. NEW BUSINESS

- A. Consideration of Amendment to FY2019 Budget Ordinance for Fire Department Overtime
- B. Consideration of Approval and Submittal of PARTF Grant Application for Harrisburg Park Redevelopment

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.



RESOLUTION

John T. "Tommy" Rucker, Jr.

WHEREAS, the Town of Harrisburg recognizes **John T. "Tommy" Rucker Jr.** for his outstanding dedication to the Youth and Community of Harrisburg for over twenty years. As a volunteer for the Harrisburg Parks and Recreation Department, and previously, Harrisburg Community and Youth Association, he was best known as "Coach Tommy"; and

WHEREAS, we believe Tommy was ever mindful of the impact coaching can have on a kid's life, regardless of age, and the constant compassion and love he displayed while coaching will have forever and lasting impacts on the youth and community of Harrisburg; and

WHEREAS, Tommy set a standard for coaching, a standard that will prevail through his leadership and example, a standard that was "gifted" to Tommy, a standard recognized by over three hundred boys and girls fortunate enough to have experienced Tommy's "gifts" in his thirty-five years of coaching; and

WHEREAS, Tommy was a gift to anyone and everyone who knew him. He possessed the gift of selflessness, the gift of being the biggest fan of others and putting the needs of others above his own. As a follower of Christ, Tommy firmly believed: "Let no corrupting talk come out of your mouths, but only such as is good for building up, as fits the occasion, that it may give grace to those who hear. Ephesians 4:29 ESV".

NOW, THEREFORE, BE IT RESOLVED by the Harrisburg Town Council, in a meeting duly assembled and by the authority thereof, that we proudly honor the late John T. "Tommy" Rucker Jr. for his love, dedication and commitment to the community and youth of the Town of Harrisburg.

Adopted this 8th day of April, 2019.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



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Alcohol Awareness Month Proclamation

Whereas, excessive drinking is responsible for more than 4,300 deaths among underage youth each year; and

Whereas, alcohol is the most commonly used addictive substance in the United States; and

Whereas, more than 1.6 million young people report driving under the influence of alcohol in the past year; and

Whereas, young people who begin drinking before age 15 are four times more likely to develop alcohol dependence than those who begin drinking at age 21; and

Whereas, drinking by persons under the age of 21 is linked to 189,000 emergency room visits; and

Whereas, the typical American will see 100,000 beer commercials before he or she turns 18; and

Whereas, kids who drink are more likely to be victims of violent crime, to be involved in alcohol-related traffic crashes, and to have serious school-related problems; and

Whereas, a supportive family environment is associated with lowered rates of alcohol use for adolescents; and

Whereas, kids who have conversations with their parents and learn about the dangers of alcohol and drug use are 50 percent less likely to use alcohol and drugs than those who don't have such conversations; and

Whereas, this year's theme "Help for Today, Hope for Tomorrow" is designed to draw attention to the many opportunities individuals, families, and communities have to educate young people on the dangers of alcohol use,

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

Alcohol Awareness Month

and call upon citizens to support efforts that will provide early education about alcoholism and addiction and increase support for individuals and families coping with alcoholism. Through these efforts, together, we can provide **Hope, Help and Healing** for those in our community who are facing challenges with alcohol use and abuse.

This the 8th day of April, 2019.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

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

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the March 11, 2019 Town Council meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. Minutes March 11, 2019

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

MINUTES

Mayor Steve Sciascia called the meeting to order.

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

1A.

AGENDA ADOPTION

Two changes to the agenda were proposed:

- Add Proclamation for Pat Miller under Special Presentations
- Move Item 2D (Consideration to approve contract for July 4th Celebration amusements) to 6G

MOTION:

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

1B.

INVOCATION

Ryan McCall of Harvest Church conducted the invocation.

1C.

PLEDGE OF ALLEGIANCE

- Boy Scout Troop 173 performed the flag ceremony and Pledge of Allegiance.

1D.

SPECIAL PRESENTATIONS

- Proclamation of recognition for Pat Miller.

1E.

PUBLIC COMMENT

- Les Lemley, 7820 Grimsby Circle, Harrisburg – Comments concerning Adopt a Street program and also stated he is having trouble with the Notify Me portion of our website. Is not receiving notifications like he should. Communications Manager Logan Lover will check into this issue.
- Nate Knust, Cabarrus County District Court Judge introduced himself to Council.

2.

CONSENT AGENDA

- A. Consider the minutes of the February 11, 2019 Town Council meeting.
- B. Consider the minutes of the February 11, 2019 Closed Session.
- C. Consider amendment to FY2019 Budget Ordinance for Town Center Market Analysis.
- D. Consider contract for July 4th Celebration amusements.
- E. Consider amendment to FY2019 Budget Ordinance for Town Hall ADA Door Improvements.

MOTION:

Mayor Pro-Tem Booth made a motion to approve the Consent Agenda minus Item D which has been moved to New Business as Item 6G. Second was made by Councilmember Barfield. **The motion passed 7-0.**

3A.

COMMUNICATIONS

TOWN MANAGER'S REPORT

- The Town will be participating in partnership with NCDOT for the Litter Sweep to be conducted April 13-27. NCDOT will provide us with the necessary supplies for volunteers to use and go out and pick up trash along the roadways. Afterward the Town and DOT will come by and pick up the bagged trash. More information will be on our website and DOT's as well, and the supplies will be available here at Town Hall. We encourage anyone who is interested to reach out to staff and volunteer.
- I Love My City program is coming up in April. The idea behind it is to create service projects in the community that leave a positive impact. They can be anything from visiting the elderly to cleaning up roadways or streams, or any other project you can think of. That project runs from April 26-28 and more information can be found on our website. You can also contact Logan Lover, the Town's Communication Manager.
- The Town will be reinvigorating its Community Chat program in the next couple of months. The first one will be held in May and then quarterly thereafter. The exact date has not been set but keep an eye on our website for that information to come. These will focus on things going on around town, so we encourage everyone to come out and join in the conversations.
- The Town Center proposal was supposed to go before the Planning Board in March and then to Town Council in April, but that has been pushed back one month so that the applicant can refine their site plan.
- Also, the Shea Homes subdivision proposed on Stallings Road has been pushed back one month so the developer can address some of the details in that plan.
- The Town is working on preparing the budget for the upcoming fiscal year that begins July 1st. We have already held multiple budget workshops and we will continue those through the month of April. The next two workshops are scheduled for March 18th and March 28th at 6:00 pm in the Council Chambers. They are open to the public and we encourage everyone who is interested to attend.

Councilman Smith asked about pothole repair on Stallings Road. Town Manager Haynes Brigman stated that NCDOT is responsible for those repairs as Stallings Road is a state road. Councilman Smith said there have been repairs made, but they don't last. Mr. Brigman will reach out to NCDOT to see if there is anything that can be done to help there.

3B.

COMMUNICATIONS

MAYOR'S COMMENTS

3C.

COMMUNICATIONS

COUNCIL'S COMMENTS

Councilmember Selberg

- Recently represented Harrisburg at a Stormwater Drain Workshop in Charlotte. Would like to give kudos to one of our own, Rob Donham, who is the president of that association. He would like to recognize Rob for leading that group and encourage anyone else on Town Council to attend one of these to see first hand how one of our own lead in the community. If any residents have stormwater questions, there is no better person than Rob Donham.
- Also was able to represent Harrisburg at the Juvenile Council recently. Some amazing work going on there. We do not actually have some of the problems going on that some of the other communities have, but this is another great program to help the youth.

4.

PUBLIC HEARING

None

5.

OLD BUSINESS

None

6A.

NEW BUSINESS

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

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

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

MOTION:

Councilmember Russo made a motion to approve a contract with Carolina Siteworks, Inc., in the amount of \$245,780, to replace 1,400 linear feet of sanitary sewer pipe. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

6B.

NEW BUSINESS

Consider approval of a contract to repair sanitary sewer pipes via Cast-in-Place-Pipe (CIPP) in Cabarrus Woods. This is a portion of a total project for the Sewer Rehab of Cabarrus Woods that was budgeted in FY2019 in the amount of \$680,000. An assessment was completed previously by W.K. Dickson in a previous project with the Town and these lines were identified for repair as a segment of the overall rehab project.

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

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

MOTION:

Councilmember Russo made a motion to approve a contract with Insituform Technologies, LLC, in the amount of \$295,724 to line approximately 6,900 Linear Feet of existing sewer pipe. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

6C.

NEW BUSINESS

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

MOTION:

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

Discussion was held concerning other quotes or bids for this project. After some discussion, the motion was withdrawn.

MOTION:

Councilmember Conrad made a motion to bid out the branded facility signage project before awarding the contract. Second was made by Councilmember Russo. **The motion passed 7-0.**

6D.

NEW BUSINESS

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

MOTION:

Mayor Pro-Tem Booth made a motion to accept the Deed for property (identified as Parcel# 5507 85 9755 0000, "Town Green Parcel") from Harris Square, LLC in the amount of \$289,487. Second was made by Councilmember Russo. **The motion passed 7-0.**

6E.

NEW BUSINESS

Consider amendment to FY2019 Budget Ordinance for Town Hall HVAC repair. The HVAC system for the first floor in Town Hall does not effectively or efficiently condition the building. There are areas of the first floor such as the Municipal Complex, Council Chambers and the Administrative side of the building that do not heat or cool properly. This is due to a mix of control panels, thermostats, and improperly zoned areas within the system. Many sections of the building do not have active thermostats and controls and other sections are controlled by incompatible areas elsewhere in the building.

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

MOTION:

Councilmember Conrad made a motion to approve the budget amendment for Town Hall HVAC repairs and upgrades, not to exceed \$35,000. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

6F.

NEW BUSINESS

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

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

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

It is expected that from the completion of the study in late April/early May, the Town would be able to determine

total costs of implementation and the necessary tax increase needed to move forward. This information, along with a proposed timeline for implementation, would be communicated to the Town Council and public via several public meetings in hopes of providing the necessary information to make an informed decision.

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

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

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

After some discussion concerning the need or lack of need for this study, as well as who Council would like to see conduct the study, the following action was taken:

MOTION:

Councilmember Barfield made a motion to approve the Law Enforcement Agency Cost Feasibility Study with DBA Shield3 Consultants for an amount not to exceed \$14,000, and to allow the Town Manager to execute and oversee the contract; in addition to the necessary Budget Amendment in the amount of \$14,000 to move funds from Contingency to Town Council Special Projects. Second was made by Councilmember Smith. **The motion failed 2-5 (Councilmembers Conrad, Russo, Staton-Williams, Selberg, and Mayor Pro-Tem Booth voting against).**

Further discussion resulted in the following action:

MOTION:

Councilmember Staton-Williams made a motion to set up a meeting with DBA Shield3 to discuss the study further before making a decision. Second was made by Councilmember Selberg. **The motion passed 7-0.**

6G.

NEW BUSINESS

Consider contract for July 4th Celebration amusements. Councilmember Smith had some questions about the cost of the amusements. Town Manager Haynes Brigman stated that the costs went up approximately 1% just due to a general cost increase by the company. No additional amusements have been added.

MOTION:

Councilmember Russo made a motion to approve the contract for the July 4th Celebration amusements. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

7.

ACTION ITEMS

- Set up interview with the consultant for the Law Enforcement Feasibility Study
- Bid out the branded facility signage
- Contact DOT to see about the pothole situation on Stallings Road
- Look into the Notify Me issue
- Look into the Adopt a Street program

Council asked for an update on the Tom Query/Caldwell Road intersection. Interim Public Works Director/Engineer Rob Donham stated that they are still taking counts and analyzing the situation, but it is going to be a while and take a lot of money so we are looking into creating a 4-way stop there and possibly some flashing lights in the meantime. The Town would contribute to the cost of this temporary measure.

8.

CLOSED SESSION

None

9.

ADJOURNMENT

MOTION:

There being no further business, Councilmember Russo 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:

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 budget amendment for Sheriff Deputy insurance proceeds as presented.

Description/Background:

A Sheriff Deputy, while in pursuit of a stolen vehicle, was in an accident and damaged a 2017 Police Interceptor on February 3, 2019. The incident caused \$2,064.24 of damage and was filed under the Town's insurance with the NC League of Municipalities.

The Town has received the insurance proceeds of \$1,564.24 and will utilize this reimbursement towards the repair costs.

Recommendation:

Staff recommends approval of the budget amendment as presented.

Fiscal Impact:

There is no net fiscal impact to the Town as a result of receiving the insurance proceeds, however, the Town will pay its \$500 deductible toward the repair.

Maintenance and Repairs - Vehicles and Insurance Proceeds line items will increase by \$1,565 each.

Attachments:

1. Amendment -GF Deputies Insurance Proceeds 04082019



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, the appropriations are to be changed as follows:
- | | |
|-----------------------------------|----------|
| Increase line item 100-2000-54303 | \$ 1,565 |
| M/R - Vehicles | |
- Section 3.** To amend the General Fund, the revenues are to be changed as follows:
- | | |
|------------------------------|----------|
| Increase line item 100-49121 | \$ 1,565 |
| 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 8th day of April 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 Phases 1, 2, 3 & 4 as requested by the applicant, adopt the related resolution and values identified within this agenda item.

Description/Background:

Corrective Action: This resolution was previously approved by Town Council on February 11th, 2019, staff found an error with street name and is re-submitting a corrected resolution for approval. The only change to this is Sunprice Drive, as it was original shown as Sunprice Lane.

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 roads meet the Town's standards.

Along with acceptance of the roads and infrastructure, the Town must also accept a value of those assets to properly account for them 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:

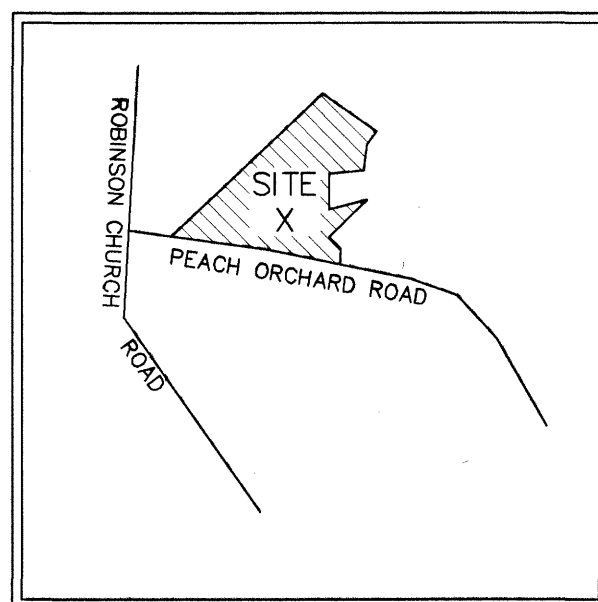
Staff recommends approval. This resolution was previously approved by Town Council on February 11th, 2019, staff found an error with street name and is re-submitting a corrected resolution for approval.

Fiscal Impact:

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

Attachments:

1. Hawthorne Subdivision Plats
2. Hawthorne Street Acceptance Res_Corrected



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

Date

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, 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. Wooten
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

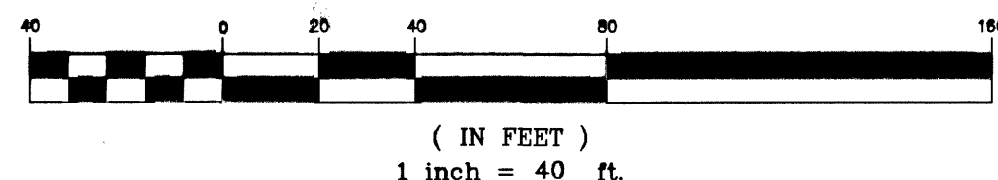
I hereby certify that all streets, storm drainage systems, water and sewer systems and other improvements have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Harrisburg and the State of North Carolina in the Subdivision.

7-19-10
Date

Hawthorne
for 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 5505976025
- 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 UNLESS OTHERWISE NOTED.
- 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.

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

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

PEACH ORCHARD ROAD
PUBLIC R/W WIDTH UNKNOWN

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

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 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.
HAWPLAT01-84.DWG

AREA SCHEDULE

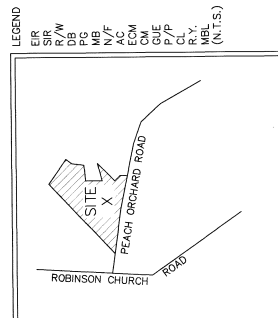
TOTAL NUMBER OF LOTS: 1
ACREAGE IN LOTS: 0.360 AC±
ACREAGE IN STREET R/W: 0.678 AC±
ACREAGE IN NCDOT R/W: 0.087 AC±
TOTAL PLATTED ACREAGE 1.125 AC±

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	DELTA
C1	30.00	47.23	42.50	N79°57'07"E 90°11'36"
C2	30.00	58.25	49.52	N20°46'15"W 111°15'10"
C3	30.00	36.00	33.88	N69°13'45"E 68°44'50"
C4	30.00	58.25	49.52	S20°46'15"E 111°15'10"
C5	30.00	36.00	33.88	S69°13'45"W 68°44'50"
C6	30.00	47.02	42.35	S10°02'53"E 89°48'25"

Book 59 of 81



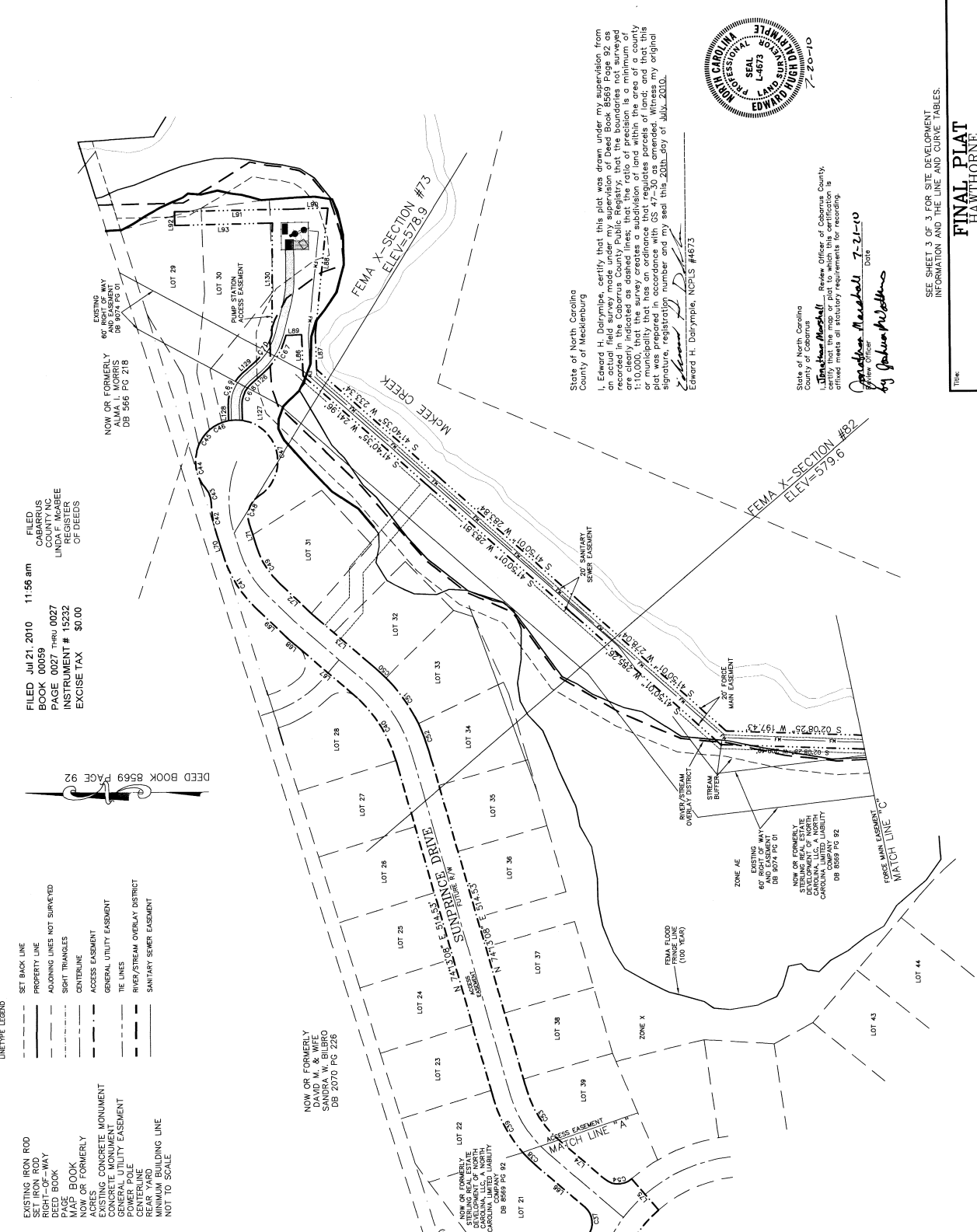
VICINITY MAP (N.T.S.)

- LEGEND
- EXISTING ROAD
 - RIGHT-OF-WAY
 - DEED BOOK
 - PLAT BOOK
 - N/F
 - AC
 - CONCRETE MONUMENT
 - GENERAL UTILITY EASEMENT
 - CENTERLINE
 - P/P
 - CL
 - MINIMUM BUILDING LINE
 - NOT TO SCALE

- UNITYPE 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

FILED Jul 21, 2010 11:56 am
BOOK 00059
PAGE 0027 THRU 0027
INSTRUMENT # 15232
EXCISE TAX \$0.00

FILED
CABARRUS
COUNTY
REGISTER
OF DEEDS



State of North Carolina
County of Cabarrus

I, Edward H. Darymple, certify that this plat was drawn under my supervision from an accurate survey of the land shown on the plat, and that the boundaries shown 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 a survey of not less than 10 acres; that the survey was made by me or under my direct supervision and that this plat was prepared in accordance with GS 47-30 as amended. Witness my original signature, registration number and my seal this 20th day of July, 2010.

Edward H. Darymple, NCPLS #4673



State of North Carolina
County of Cabarrus

I, Stephen M. McNeill, Register of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Stephen M. McNeill 7-21-10
by *Stephen M. McNeill*

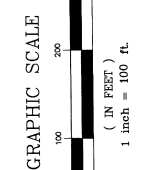
SEE SHEET 3 OF 3 FOR SITE DEVELOPMENT
INFORMATION AND THE LINE AND CURVE TABLES.

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

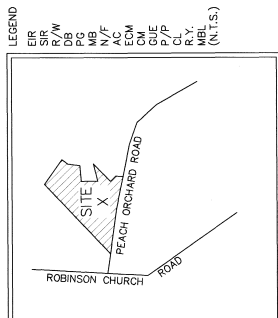
Owner: STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC.
a North Carolina limited liability company
DB 6569 PG 92 SITE 2600
401 S. TRYON STREET, SUITE 200
CHARLOTTE, NC 28202-1995

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

Delta Land Services, Inc.
1020 Crews Road suite L
Matthews, North Carolina 28105
Telephone 704/547-4700
Firm License #C-735



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, PORTION OF 555597025.
 - SUBJECT PROPERTY IS ZONED: RL CLUSTER - CONDITIONAL USE
 - SETBACKS
 - REAR YARD 25'
 - SIDE YARD 10' (MIN)
 - AREA DETERMINED BY COORDINATE CALCULATION
 - 4 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) 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 public.

Owner: *Paul G. Galt* Date: *7/14/10*

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	S21°36'07"E
L93	1.33	S05°59'18"W
L94	22.14	S40°53'33"E
L95	22.14	S40°53'33"E
L96	22.14	S40°53'33"E
L97	22.14	S40°53'33"E
L98	22.14	S40°53'33"E
L99	22.14	S40°53'33"E
L100	162.90	N89°23'47"W

EASEMENT CURVE TABLE

CURVE	RADIUS	CHORD	BEARING	DELTA
EC32	175.00	20.37	20.36	S86°44'03"E
EC33	175.00	20.37	20.36	S86°44'03"E
EC34	250.00	126.76	125.40	S66°07'15"W
EC35	250.00	126.76	125.40	S66°07'15"W
EC36	250.00	126.76	125.40	S66°07'15"W
EC37	250.00	126.76	125.40	S66°07'15"W
EC38	250.00	126.76	125.40	S66°07'15"W
EC39	250.00	126.76	125.40	S66°07'15"W
EC40	250.00	126.76	125.40	S66°07'15"W
EC41	174.69	88.65	87.10	S89°22'20"E
EC42	174.69	88.65	87.10	S89°22'20"E
EC43	174.69	88.65	87.10	S89°22'20"E
EC44	174.69	88.65	87.10	S89°22'20"E
EC45	174.69	88.65	87.10	S89°22'20"E
EC46	174.69	88.65	87.10	S89°22'20"E
EC47	174.69	88.65	87.10	S89°22'20"E
EC48	174.69	88.65	87.10	S89°22'20"E
EC49	174.69	88.65	87.10	S89°22'20"E
EC50	250.00	126.76	125.40	S66°07'15"W
EC51	250.00	126.76	125.40	S66°07'15"W
EC52	250.00	126.76	125.40	S66°07'15"W
EC53	250.00	126.76	125.40	S66°07'15"W
EC54	250.00	126.76	125.40	S66°07'15"W
EC55	250.00	126.76	125.40	S66°07'15"W
EC56	250.00	126.76	125.40	S66°07'15"W
EC57	250.00	126.76	125.40	S66°07'15"W
EC58	250.00	126.76	125.40	S66°07'15"W
EC59	250.00	126.76	125.40	S66°07'15"W
EC60	250.00	126.76	125.40	S66°07'15"W
EC61	250.00	126.76	125.40	S66°07'15"W
EC62	250.00	126.76	125.40	S66°07'15"W
EC63	250.00	126.76	125.40	S66°07'15"W
EC64	250.00	126.76	125.40	S66°07'15"W
EC65	250.00	126.76	125.40	S66°07'15"W
EC66	250.00	126.76	125.40	S66°07'15"W
EC67	250.00	126.76	125.40	S66°07'15"W
EC68	250.00	126.76	125.40	S66°07'15"W
EC69	250.00	126.76	125.40	S66°07'15"W
EC70	250.00	126.76	125.40	S66°07'15"W

FORCEMAIN LINE TABLE

LINE	LENGTH	BEARING
L94	120.00	N54°57'05"W
L95	361.23	N54°57'22"W
L96	361.59	N54°57'22"W
L97	329.89	N54°57'23"W
L98	329.89	N54°57'23"W
L99	257.52	N53°41'02"W
L100	257.52	N53°41'02"W
L101	109.23	N53°40'55"W
L102	109.23	N53°40'55"W
L103	76.88	N53°40'55"W
L104	76.88	N53°40'55"W
L105	50.10	N54°53'33"W
L106	50.10	N54°53'33"W
L107	270.47	N56°11'48"W
L108	270.47	N56°11'48"W
L109	139.27	N52°35'26"W
L110	139.27	N52°35'26"W
L111	49.76	N52°35'26"W
L112	49.76	N52°35'26"W
L113	20.03	N51°30'26"W
L114	19.54	N51°28'22"W
L115	49.84	N49°18'40"W
L116	49.45	N49°18'40"W
L117	292.65	N48°02'31"W
L118	292.65	N48°02'31"W
L119	23.30	S72°30'37"W

PEACH ORCHARD ROAD

LINE	LENGTH	BEARING
L94	120.00	N54°57'05"W
L95	361.23	N54°57'22"W
L96	361.59	N54°57'22"W
L97	329.89	N54°57'23"W
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L103	76.88	N53°40'55"W
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L105	50.10	N54°53'33"W
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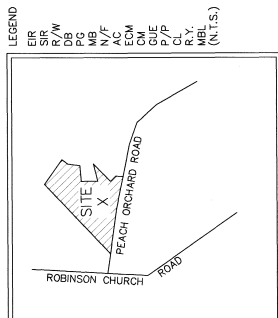
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PEACH ORCHARD ROAD

L4	59.46	N34°51'20"E	L34	54.20	S54°05'39"E
L5	128.14	S60°47'11"E	L35	27.65	S60°04'27"E

BOOK 59 PAGE 28



VICINITY MAP (N.T.S.)

- LEGEND
- EXISTING ROAD
 - SET IRON ROD
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 - MAP BOOK
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 - AREA DETERMINED BY COORDINATE CALCULATION
 - 4 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. 370036-370051900 DATED 11/5/08.
 - (2) 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.

Owner: *Paul G. Galt* Date: *7/14/10*

EASEMENT LINE TABLE

LINE	LENGTH	BEARING
L160	88.86	S60°04'27"E
L161	4.92	S52°22'20"E
L162	18.01	S52°22'20"E
L163	18.01	S52°22'20"E
L164	113.98	S72°38'45"W
L165	70.87	N69°47'01"E
L166	92.04	N40°48'01"E
L167	112.03	N40°32'43"E
L168	18.43	N42°48'18"E
L169	66.13	N42°48'18"E
L170	35.62	N72°30'37"E
L171	35.62	N72°30'37"E
L172	64.17	N43°14'48"E
L173	122.32	N40°48'01"E
L174	87.54	N40°48'01"E
L175	60.00	S49°21'54"W
L176	53.88	S72°38'45"W
L177	50.00	S72°38'45"W
L178	60.00	S72°38'45"W
L179	30.00	S72°38'45"W
L180	108.14	S72°38'45"W
L181	7.84	S72°38'45"W
L182	53.52	S60°04'27"E
L183	4.48	S72°05'26"W
L184	23.40	N61°22'18"E
L185	4.49	S72°05'26"W
L186	61.40	S88°28'16"W
L187	51.41	S88°28'16"W
L188	13.02	N40°48'01"E
L189	144.34	N80°00'42"E
L190	26.24	N80°00'42"E
L191	8.54	S21°36'07"E
L192	3.63	S72°38'45"W
L193	1.33	S69°59'18"W
L194	22.17	S88°28'16"W
L195	22.17	S88°28'16"W
L196	22.17	S88°28'16"W
L197	22.17	S88°28'16"W
L198	22.17	S88°28'16"W
L199	22.17	S88°28'16"W
L200	22.17	S88°28'16"W

EASEMENT CURVE TABLE

CURVE	RADIUS	CHORD	ANGLE	DELTA
EC1	175.00	20.37	20.36	S88°04'23"E
EC2	30.00	44.51	40.53	S84°05'42"E
EC3	250.00	126.76	125.40	S66°07'15"W
EC4	260.00	58.66	58.54	S79°06'34"W
EC5	260.00	107.18	106.42	N82°37'05"W
EC6	260.00	37.62	37.59	N86°39'50"W
EC7	30.00	40.17	37.23	N79°07'26"E
EC8	200.00	48.61	48.58	S44°51'52"W
EC9	200.00	103.65	102.49	N59°22'20"E
EC10	174.69	88.65	87.70	S88°20'12"W
EC11	174.69	88.65	87.70	S88°20'12"W
EC12	174.69	88.65	87.70	S88°20'12"W
EC13	174.69	88.65	87.70	S88°20'12"W
EC14	174.69	88.65	87.70	S88°20'12"W
EC15	174.69	88.65	87.70	S88°20'12"W
EC16	174.69	88.65	87.70	S88°20'12"W
EC17	174.69	88.65	87.70	S88°20'12"W
EC18	174.69	88.65	87.70	S88°20'12"W
EC19	174.69	88.65	87.70	S88°20'12"W
EC20	174.69	88.65	87.70	S88°20'12"W

PEACH ORCHARD ROAD

LINE	LENGTH	BEARING
L94	120.00	N54°57'05"W
L95	361.23	N54°57'22"W
L96	361.59	N54°57'23"W
L97	329.89	N54°57'23"W
L98	329.89	N54°57'23"W
L99	257.52	N53°41'02"W
L100	257.52	N53°41'02"W
L101	109.23	N53°41'02"W
L102	109.23	N53°41'02"W
L103	76.88	N53°41'02"W
L104	76.88	N53°41'02"W
L105	50.10	N54°53'33"W
L106	50.10	N54°53'33"W
L107	270.47	N56°11'48"W
L108	270.47	N56°11'48"W
L109	139.27	N52°35'26"W
L110	139.27	N52°35'26"W
L111	49.76	N52°35'26"W
L112	49.76	N52°35'26"W
L113	20.03	N51°30'26"W
L114	19.54	N51°28'22"W
L115	49.84	N49°18'40"W
L116	49.84	N49°18'40"W
L117	282.65	N48°02'31"W
L118	282.65	N48°02'31"W
L119	23.30	S72°30'37"W

PEACH ORCHARD ROAD

LINE	LENGTH	BEARING
L94	120.00	N54°57'05"W
L95	361.23	N54°57'22"W
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L100	257.52	N53°41'02"W
L101	109.23	N53°41'02"W
L102	109.23	N53°41'02"W
L103	76.88	N53°41'02"W
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L105	50.10	N54°53'33"W
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L102	109.23	N53°41'02"W
L103	76.88	N53°41'02"W
L104	76.88	N53°41'02"W
L105	50.10	N54°53'33"W
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L104	76.88	N53°41'02"W
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L106	50.10	N54°53'33"W
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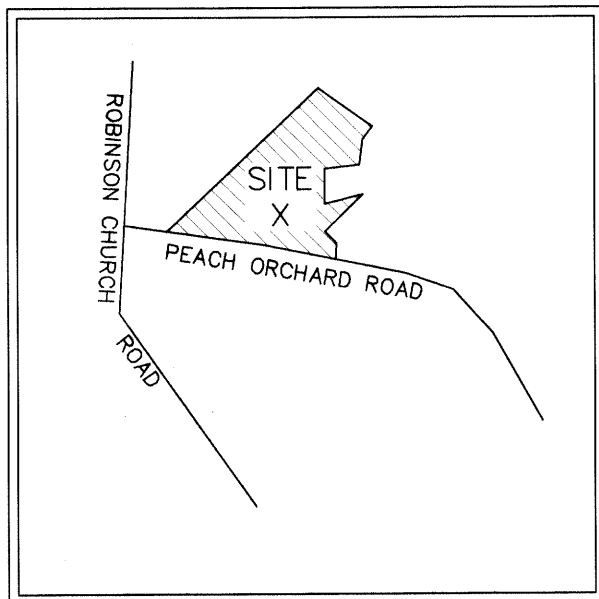
PEACH ORCHARD ROAD

LINE	LENGTH	BEARING
L94	120.00	N54°57'05"W
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L117	282.65	N48°02'31"W
L118	282.65	N48°02'31"W
L119	23.30	S72°30'37"W

L101	109.23	N54°50'55"W
L102	109.63	N54°50'47"W
L103	76.88	N54°56'48"W
L104	76.92	N54°56'48"W
L105	50.10	N54°53'33"W



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.

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.

3-10-11
Date
John W. Watter
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 by 3-10-11
Review Officer Date
John W. Watter

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.

3/10/2011
Date
Fallough
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 TYPE LEGEND

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

AREA SCHEDULE

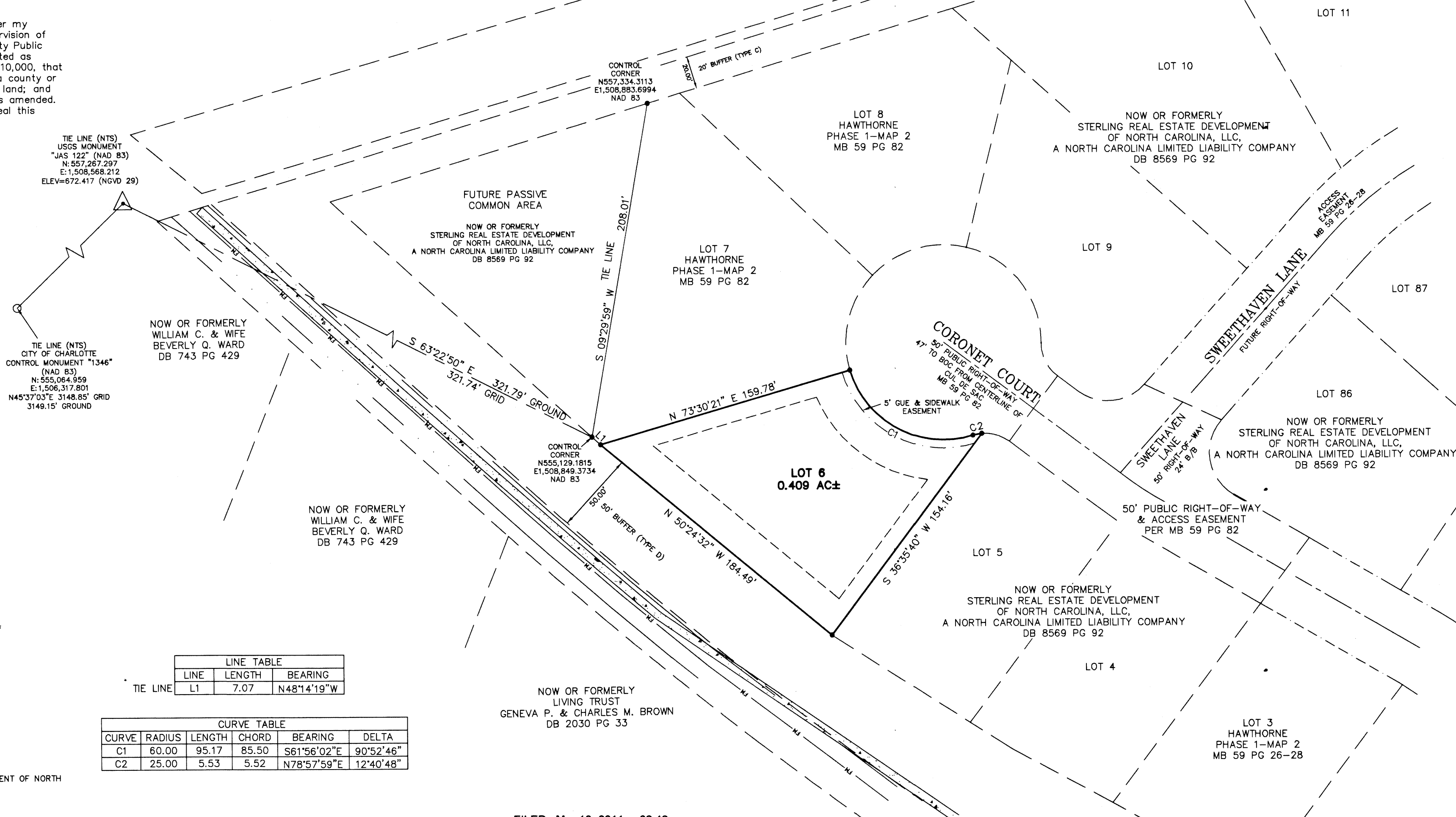
TOTAL NUMBER OF LOTS: 1
ACREAGE IN LOTS: 0.409 AC±
TOTAL PLATTED ACREAGE 0.409 AC±

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] 3/4/11
Date

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



LINE TABLE				
LINE	LENGTH	BEARING		
L1	7.07	N48°14'19"W		

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	60.00	95.17	85.50	S61°56'02"E
C2	25.00	5.53	5.52	N78°57'59"E

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

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			

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 Coconino County Registrar of Deeds within 30 days of the date hereon.

Donna Williams 8-8-11
Director of Planning

Donna Williams

State of North Carolina
County of Cabarrus

I, James M. Angell, President Officer of Cabarrus County
certify that the map or plot to which this certificate is
affixed meets all statutory requirements for recording.

James M. Angell 8-8-11
President Officer

Date _____

8-8-11
Date

CERTIFICATE OF OWNERSHIP AND DEDICATION

I hereby certify that the above is a true and correct copy of the original as recorded in the office of the Town of Haverhill, and that I hereby submit this plan of the Town of Haverhill, together with the accompanying exhibits, with my free consent, establish minimum building setback lines, lot lines, street lines, street widths, street names, streets, walks, paths, open space and easements, except those specifically indicated as private, and that I will maintain all such easements, rights and interests in the lands of the Town of Haverhill, and further, that I hereby certify that the Town of Haverhill has been duly organized and has been in a legal existence for a period of one year immediately after a certificate of incorporation has been executed by the City, or after final acceptance of the proposed amendments, whichever occurs later.

Date: 8.8.00

Oswald

LOT 87
 NOW OR FORMERLY
 STERLING REAL ESTATE
 DEVELOPMENT OF NORTH CAROLINA
 LLC, A NORTH CAROLINA LIMITED
 LIABILITY COMPANY
 DB 8569 PG 92

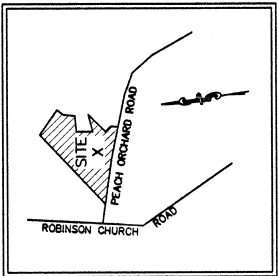
HAWTHORNE PHASE
1- MAP 2
PHASE 1 MAP 1

PHASE 1 MAP 1
LOT 1

MS
EXHIBIT
R
MB

ACREAGE IN LOTS: 1.792 AC±
TOTAL PLATTED ACREAGE: 1.792 AC±

240
DELTA LA 1020
Matthew



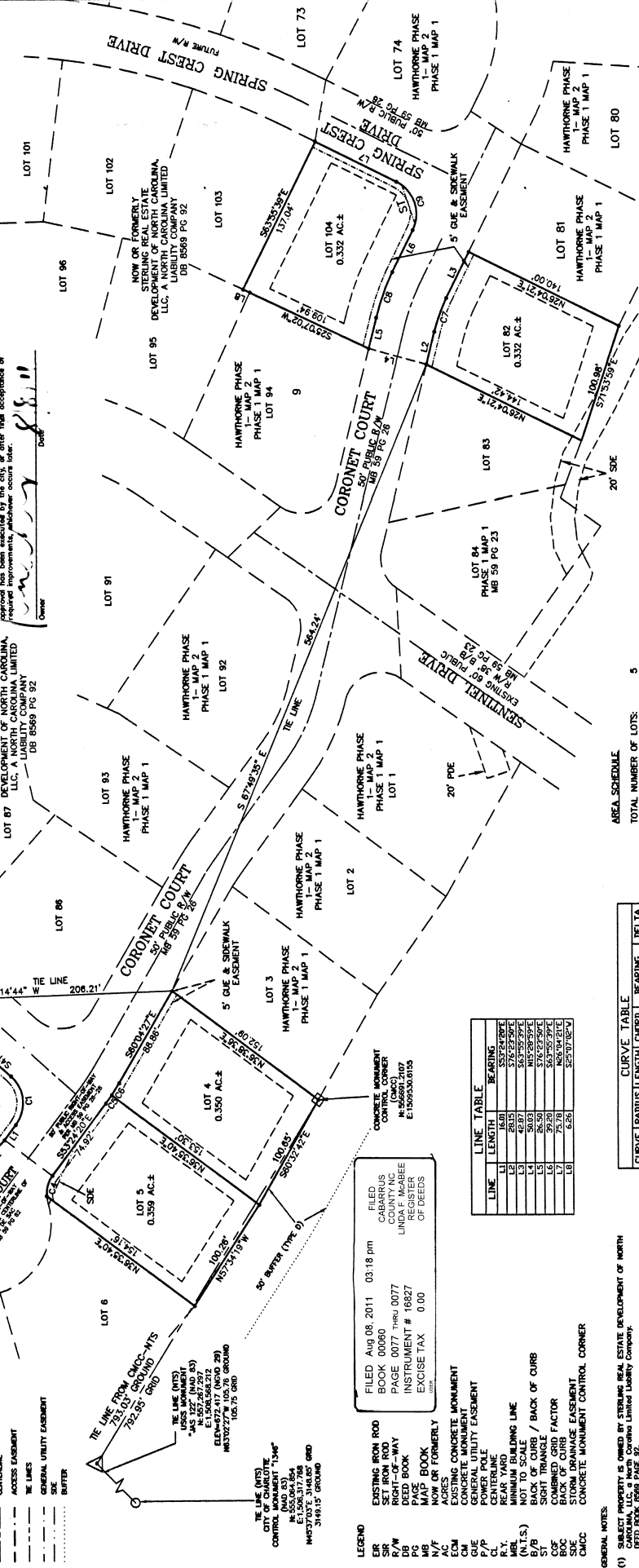
VICINITY MAP (N.T.S.)

- ```

LINE TYPE LEGEND

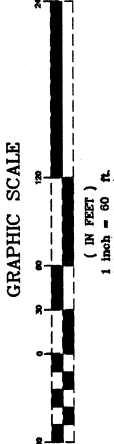
SET BACK LINE
PROPERTY LINE
ADJOINING LINES NOT SURVEYED
CENTERLINE
ACCESS EASEMENT
THE LINES
GENERAL UTILITY EASEMENT
SIDE
BUFFER

```



| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 16.01  | S53°24'20"E |
| L2         | 28.15  | S76°23'50"E |
| L3         | 42.87  | S63°55'39"E |
| L4         | 50.03  | N15°28'59"E |
| L5         | 26.50  | S76°23'50"E |
| L6         | 39.20  | S63°55'39"E |
| L7         | 73.78  | N26°04'21"E |
| L8         | 6.56   | S25°07'02"E |

| CURVE TABLE |        |        |       |
|-------------|--------|--------|-------|
| CURVE       | RADIUS | LENGTH | CHORD |
| CI          | 30.00  | 44.51  | 40.53 |
| C2          | 25.00  | 23.55  | 22.69 |
| C3          | 20.00  | 15.55  | 14.55 |
| C4          | 15.00  | 10.00  | 9.52  |
| C5          | 10.00  | 6.00   | 5.77  |
| C6          | 7.50   | 4.50   | 4.33  |
| C7          | 5.00   | 3.00   | 2.89  |
| C8          | 3.75   | 2.25   | 2.17  |
| C9          | 2.50   | 1.50   | 1.44  |
| C10         | 1.25   | 0.75   | 0.72  |
| C11         | 0.75   | 0.45   | 0.43  |
| C12         | 0.50   | 0.30   | 0.29  |
| C13         | 0.38   | 0.22   | 0.21  |
| C14         | 0.25   | 0.15   | 0.14  |
| C15         | 0.19   | 0.11   | 0.10  |
| C16         | 0.14   | 0.08   | 0.07  |
| C17         | 0.10   | 0.06   | 0.05  |
| C18         | 0.08   | 0.04   | 0.04  |
| C19         | 0.06   | 0.03   | 0.03  |
| C20         | 0.04   | 0.02   | 0.02  |
| C21         | 0.03   | 0.01   | 0.01  |
| C22         | 0.02   | 0.01   | 0.01  |
| C23         | 0.01   | 0.00   | 0.00  |
| C24         | 0.01   | 0.00   | 0.00  |
| C25         | 0.01   | 0.00   | 0.00  |
| C26         | 0.01   | 0.00   | 0.00  |
| C27         | 0.01   | 0.00   | 0.00  |
| C28         | 0.01   | 0.00   | 0.00  |
| C29         | 0.01   | 0.00   | 0.00  |
| C30         | 0.01   | 0.00   | 0.00  |
| C31         | 0.01   | 0.00   | 0.00  |
| C32         | 0.01   | 0.00   | 0.00  |
| C33         | 0.01   | 0.00   | 0.00  |
| C34         | 0.01   | 0.00   | 0.00  |
| C35         | 0.01   | 0.00   | 0.00  |
| C36         | 0.01   | 0.00   | 0.00  |
| C37         | 0.01   | 0.00   | 0.00  |
| C38         | 0.01   | 0.00   | 0.00  |
| C39         | 0.01   | 0.00   | 0.00  |
| C40         | 0.01   | 0.00   | 0.00  |
| C41         | 0.01   | 0.00   | 0.00  |
| C42         | 0.01   | 0.00   | 0.00  |
| C43         | 0.01   | 0.00   | 0.00  |
| C44         | 0.01   | 0.00   | 0.00  |
| C45         | 0.01   | 0.00   | 0.00  |
| C46         | 0.01   | 0.00   | 0.00  |
| C47         | 0.01   | 0.00   | 0.00  |
| C48         | 0.01   | 0.00   | 0.00  |
| C49         | 0.01   | 0.00   | 0.00  |
| C50         | 0.01   | 0.00   | 0.00  |
| C51         | 0.01   | 0.00   | 0.00  |
| C52         | 0.01   | 0.00   | 0.00  |
| C53         | 0.01   | 0.00   | 0.00  |
| C54         | 0.01   | 0.00   | 0.00  |
| C55         | 0.01   | 0.00   | 0.00  |
| C56         | 0.01   | 0.00   | 0.00  |
| C57         | 0.01   | 0.00   | 0.00  |
| C58         | 0.01   | 0.00   | 0.00  |
| C59         | 0.01   | 0.00   | 0.00  |
| C60         | 0.01   | 0.00   | 0.00  |
| C61         | 0.01   | 0.00   | 0.00  |
| C62         | 0.01   | 0.00   | 0.00  |
| C63         | 0.01   | 0.00   | 0.00  |
| C64         | 0.01   | 0.00   | 0.00  |
| C65         | 0.01   | 0.00   | 0.00  |
| C66         | 0.01   | 0.00   | 0.00  |
| C67         | 0.01   | 0.00   | 0.00  |
| C68         | 0.01   | 0.00   | 0.00  |
| C69         | 0.01   | 0.00   | 0.00  |
| C70         | 0.01   | 0.00   | 0.00  |
| C71         | 0.01   | 0.00   | 0.00  |
| C72         | 0.01   | 0.00   | 0.00  |
| C73         | 0.01   | 0.00   | 0.00  |
| C74         | 0.01   | 0.00   | 0.00  |
| C75         | 0.01   | 0.00   | 0.00  |
| C76         | 0.01   | 0.00   | 0.00  |
| C77         | 0.01   | 0.00   | 0.00  |
| C78         | 0.01   | 0.00   | 0.00  |
| C79         | 0.01   | 0.00   | 0.00  |
| C80         | 0.01   | 0.00   | 0.00  |
| C81         | 0.01   | 0.00   | 0.00  |
| C82         | 0.01   | 0.00   | 0.00  |
| C83         | 0.01   | 0.00   | 0.00  |
| C84         | 0.01   | 0.00   | 0.00  |
| C85         | 0.01   | 0.00   | 0.00  |
| C86         | 0.01   | 0.00   | 0.00  |
| C87         | 0.01   | 0.00   | 0.00  |
| C88         | 0.01   | 0.00   | 0.00  |
| C89         | 0.01   | 0.00   | 0.00  |
| C90         | 0.01   | 0.00   | 0.00  |



- (1) SUBJECT PROPERTY IS OWNED BY STEINBERG REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, INC., A MISSOURI CORPORATION, 10000 PARKWAY, SUITE 100, GREENWOOD VILLAGE, COLORADO 80120.
- (2) SUBJECT PROPERTY: PINA, INC. PORTION OF 50150043420
- (3) SUBJECT PROPERTY: PINA, INC. PORTION OF 50150043420
- (4) SUBJECT PROPERTY IS ZONED: RL C23\* - CONDITIONAL USE
- (5) SETBACKS:
  - FRONT 25'
  - REAR AND SIDE 20'
  - SIDE CORNER 20' (new)
- (6) MIN. SEPARATION BETWEEN STRUCTURES 30'
- (7) AREAS DETERMINED BY COORDINATE COMPARISON.
- (8) THE PROPERTY IS NOT SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY.
- (9) THE PURPOSE OF THE STORM DRAINAGE EASEMENT (GDE) IS TO PROVIDE STORM WATER CONVEYANCE. BUILDINGS ARE NOT PERMITTED IN THE EASEMENT AREA. ANY OTHER USES OF THE PROPERTY MUST BE DONE IN CONFORMANCE WITH THE EASEMENT.
- (10) STORM DRAINAGE IMPROVEMENTS SHALL BE DONE IN CONFORMANCE WITH THE EASEMENT. DRAINAGE EASEMENTS ARE NOT TO BE USED FOR OTHER PURPOSES.
- (11) DRAINAGE EASEMENTS ARE NOT TO BE USED FOR OTHER PURPOSES.
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- (100) DRAINAGE EASEMENTS ARE NOT TO BE USED FOR OTHER PURPOSES.

**FINAL PLAT**  
**HAWTHORNE**  
**PHASE 1-MAP**

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 28202-1935

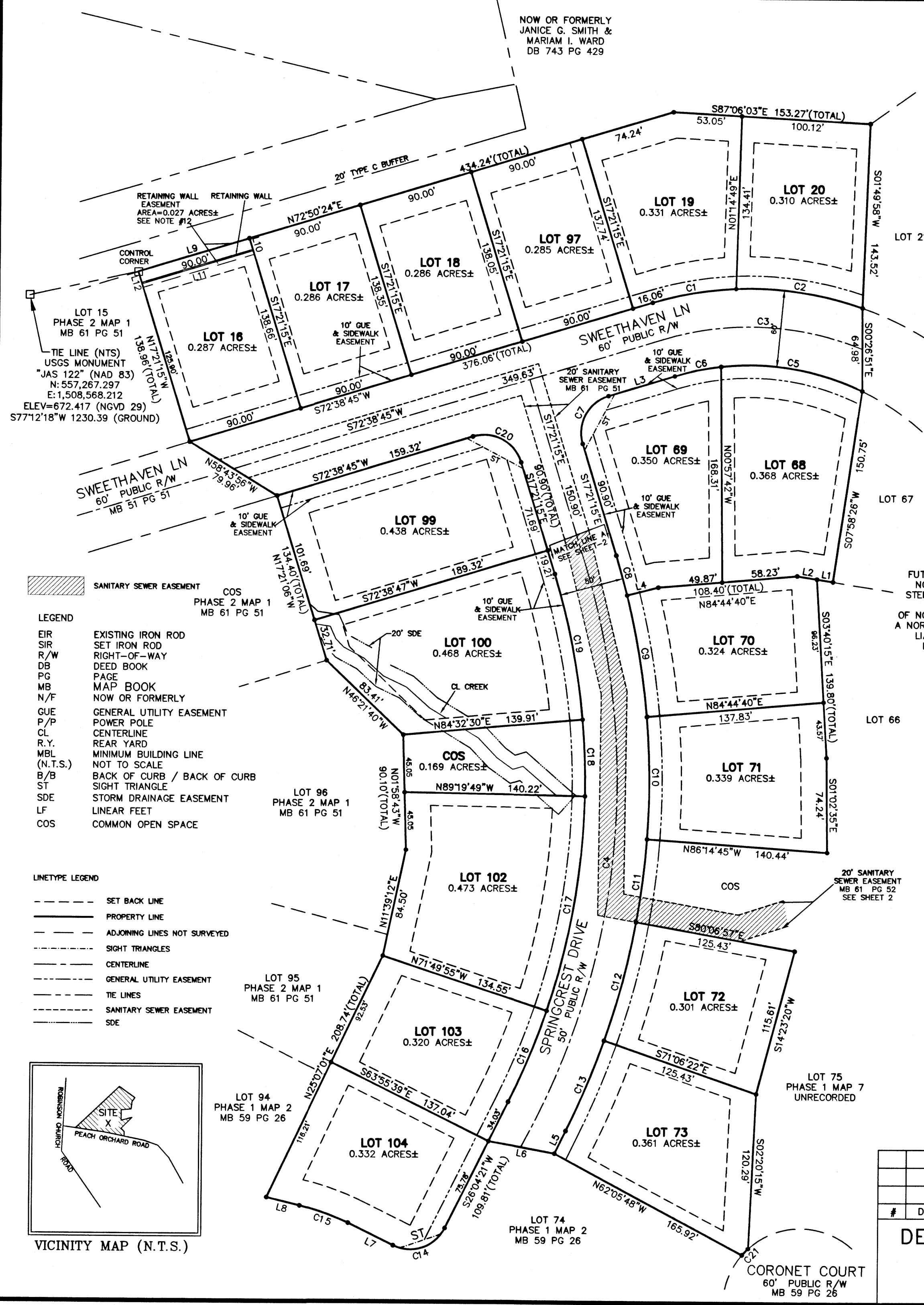
|           |                                                                                                                        |                      |             |                                         |
|-----------|------------------------------------------------------------------------------------------------------------------------|----------------------|-------------|-----------------------------------------|
| Location: | <p align="center"><b>TOWN OF HARRISBURG NO. 1 TOWNSHIP</b><br/> <b>COUNTY OF CABARRUS, STATE OF NORTH CAROLINA</b></p> |                      |             |                                         |
| Dollar:   | 07/79/01                                                                                                               | Drawn By: <u>LAW</u> | Checked By: | Job No.                                 |
|           |                                                                                                                        |                      |             | DCA/CAD No.<br>HARRISBURG<br>HARRISBURG |

**DELTA LAND SERVICES, INC.**  
1020 Crews Road suite L  
Matthews, North Carolina 28105  
Telephone 704/847-4700  
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 5505978025
- (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 | 90°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 | 90°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 | 90°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]* Date: 8/13/12

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

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

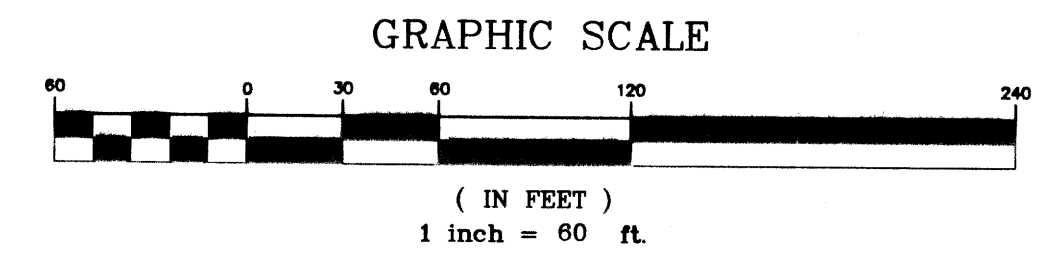
State of North Carolina  
County of Cabarrus

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

FINAL PLAT  
HAWTHORNE  
PHASE 2-MAP 2  
SHEET 1 OF 2  
& PHASE 2 MAP 1- SHEET 2 REVISION

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 |
|---|------|----|----------|
|   |      |    |          |
|   |      |    |          |
|   |      |    |          |



BAR GRAPH  
1" = 40'

SEE SHEET 1 OF 2 FOR NOTES &amp; 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

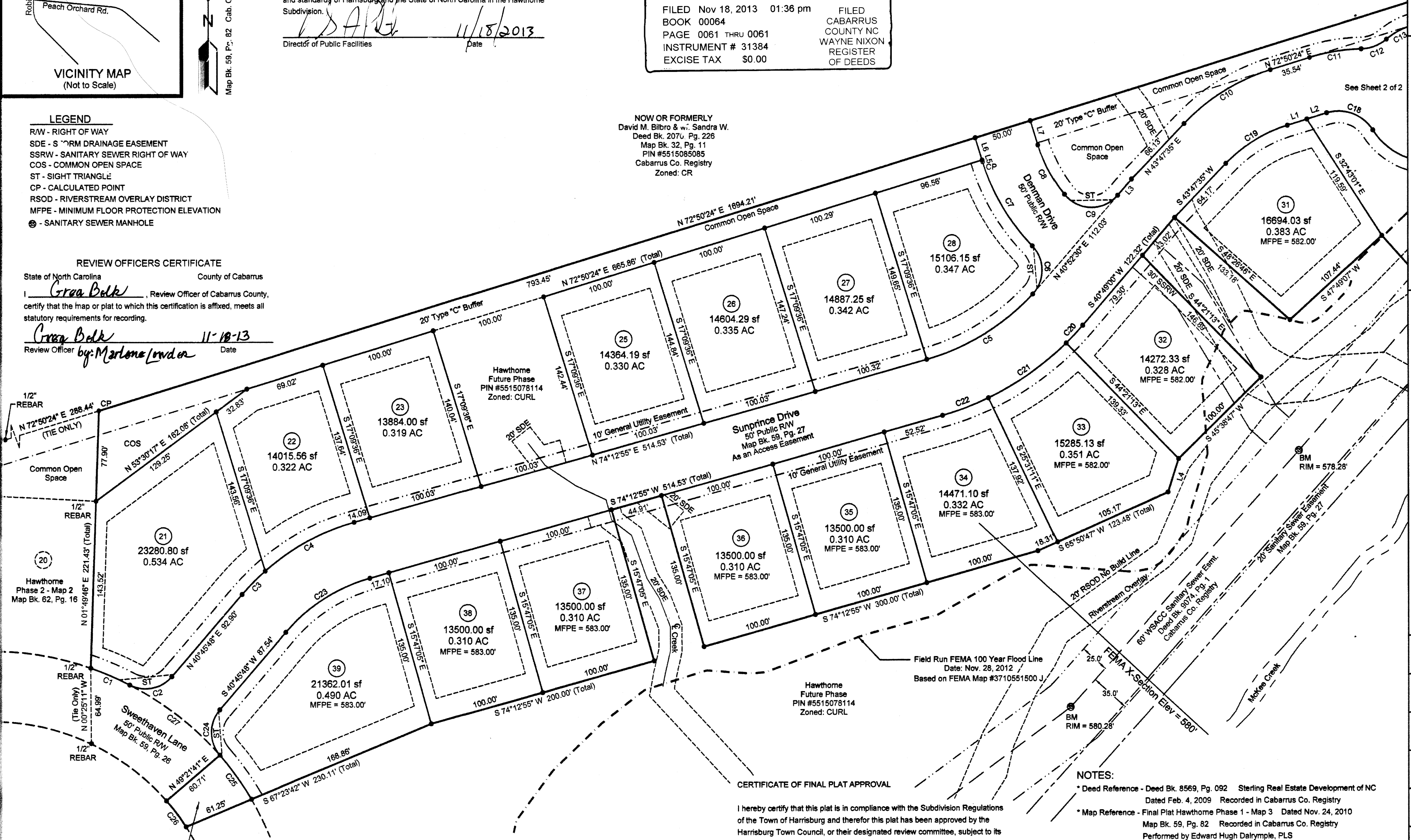
**REVIEW OFFICERS CERTIFICATE**

State of North Carolina County of Cabarrus

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

*Graig Balk* 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.

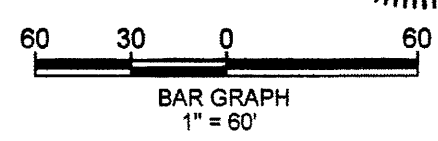
*[Signature]* 11-18-13  
Director of Planning Date

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

Owner: Sterling Real Estate Dev. of NC, LLC  
401 S. Tryon St., Suite 2600  
Charlotte, NC 28202-1935

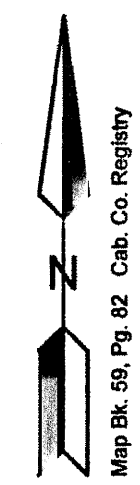
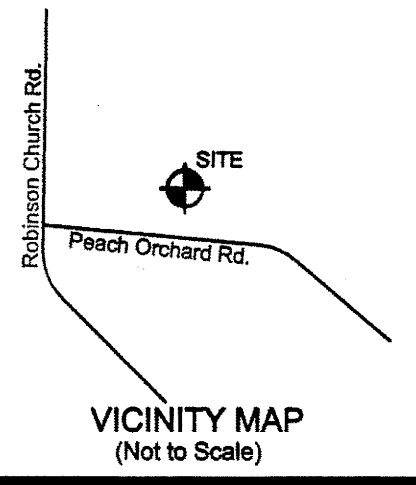
Hawthorne, Phase 3, Map 1

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.

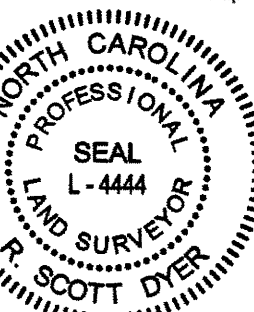
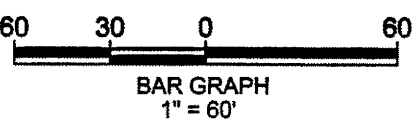
- I also certify to one or more of the following as indicated:
- ☒ A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
  - ☐ B. That this plat is of a survey that is located in such portion 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.

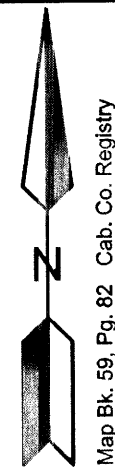
*[Signature]* 6/6/14  
Director of Public Facilities Date



**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**

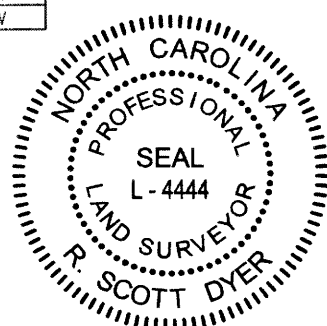
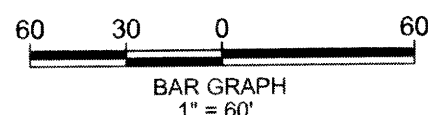
- RIGHT OF WAY
- PUBLIC DRAINAGE EASEMENT
- SANITARY SEWER RIGHT OF WAY
- COMMON OPEN SPACE
- SIGHT TRIANGLE
- CALCULATED POINT
- RIVERSTREAM OVERLAY DISTRICT
- MINIMUM FLOOR PROTECTION ELEVATION
- SANITARY SEWER MANHOLE

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'   |

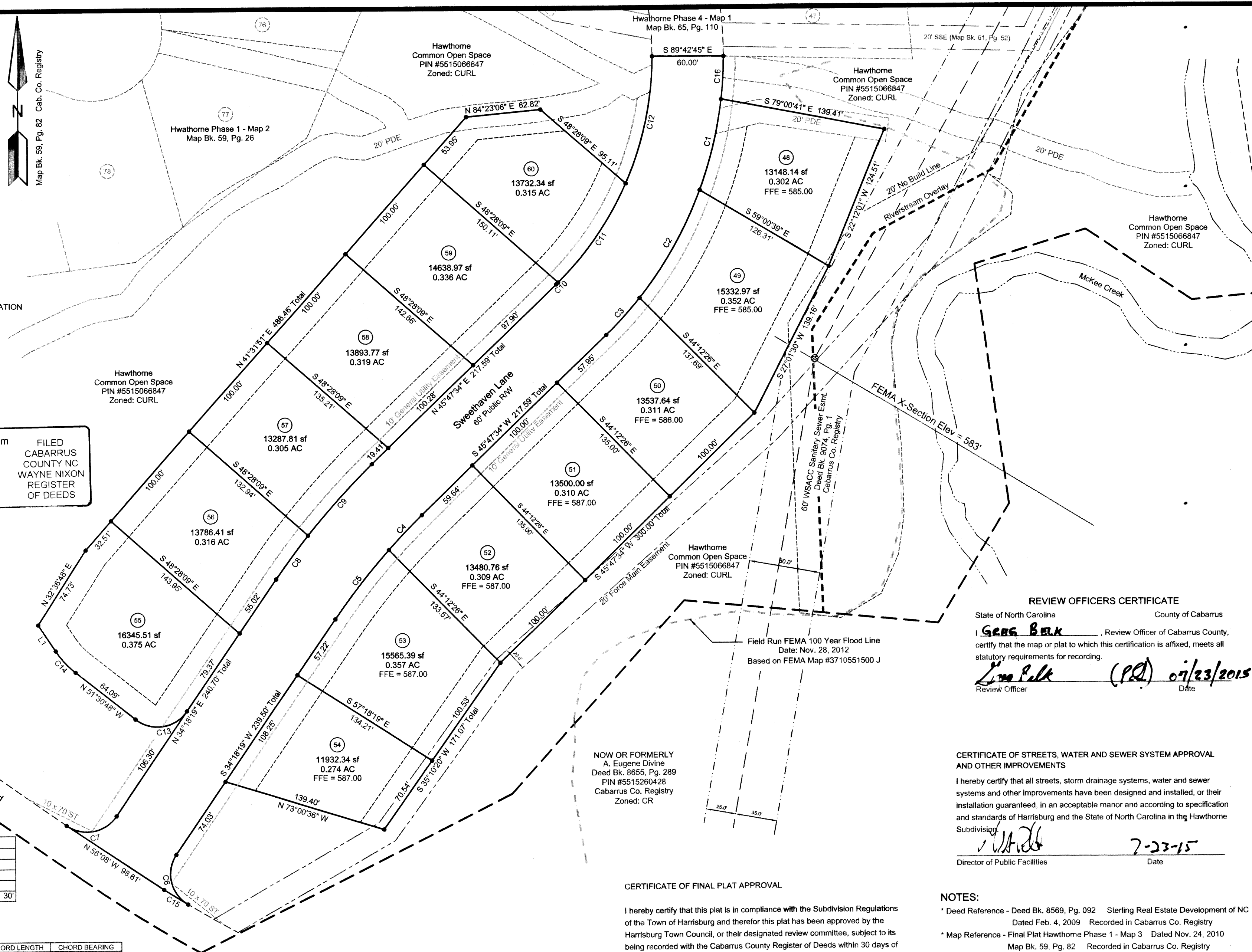


I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 8569, page 092, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a; that the ratio 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:

- ☒ 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



REVIEW OFFICERS CERTIFICATE

State of North Carolina                      County of Cabarrus

I Gregg 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 (P.D.) 07/23/2015  
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.

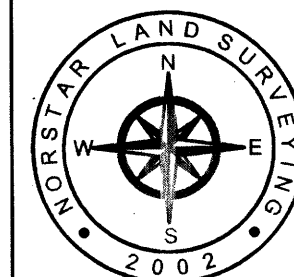
Director of Planning John M. Waters 7-23-15  
Date

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 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

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.



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

OWNER: Sterling Real Estate Dev. of NC, LLC  
401 S. Tryon St., Suite 2600  
Charlotte, NC 28202-1935

**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. Kimrev

CHECKED BY  
S. Dyer

|  |  |  |  |  |  |                 |
|--|--|--|--|--|--|-----------------|
|  |  |  |  |  |  | SHEET<br>1 OF 1 |
|--|--|--|--|--|--|-----------------|

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  
SUNPRINCE DRIVE  
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 8<sup>th</sup> day of April, 2019

---

Steven J. Sciascia, Mayor

Attest:

---

Janet Rackley, Town Clerk



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration of Approval of FY2019 Financial Audit Contract

#### **Presenting Personnel:**

Brian Lee, Deputy Finance Director

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

To approve the attached contract for financial audit services for the Fiscal Year ending June 30, 2019 with Elliott Davis, PLLC for \$27,500.

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

At the March 12, 2018 Town Council Meeting, a three year agreement was awarded to Elliott Davis, PLLC to provide financial audit services to the Town for fiscal years 2018, 2019 and 2020. Each year, the audit contract must be approved by Council, despite the three year agreement. The engagement with an auditor is between the auditor and Town Council, not with management and staff, and the results of the audit will be addressed to Council accordingly.

A letter that describes the audit relationship and services to be provided is also included in the agenda packet for your reference. Please note that this contract also refers to the Town's discretely presented component unit, HCYA, which will be have its portion of the contract approved by the HCYA Board separately.

#### **Recommendation:**

Staff recommends approval of the FY2019 audit contract with Elliott Davis, PLLC.

#### **Fiscal Impact:**

The total cost for the FY2019 audit for the Town is \$27,500.

#### **Attachments:**

1. Elliott Davis - FY2019 Audit Contract
2. Elliott Davis - FY2019 Engagement Letter
3. Elliott Davis - FY2019 Planning Letter



|     |                                                            |
|-----|------------------------------------------------------------|
| The | Governing Board                                            |
|     | Town Council                                               |
| of  | Primary Government Unit                                    |
|     | Town of Harrisburg                                         |
| and | Discretely Presented Component Unit (DPCU) (if applicable) |
|     | Harrisburg Community and Youth Association, Inc.           |

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

|     |                                                 |
|-----|-------------------------------------------------|
| and | Auditor Name                                    |
|     | Elliott Davis, PLLC                             |
|     | Auditor Address                                 |
|     | 5410 Trinity Road, Suite 320, Raleigh, NC 27607 |

*Hereinafter referred to as Auditor*

|     |                    |                       |
|-----|--------------------|-----------------------|
| for | Fiscal Year Ending | Audit Report Due Date |
|     | 06/30/19           | 10/31/19              |

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

**County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to



the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.



25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).
27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

### FEES FOR AUDIT SERVICES

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

**20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.**

#### PRIMARY GOVERNMENT FEES

|                                      |                    |
|--------------------------------------|--------------------|
| Primary Government Unit              | Town of Harrisburg |
| Audit                                | \$ 27,500.00       |
| Writing Financial Statements         | \$                 |
| All Other Non-Attest Services        | \$                 |
| 75% Cap for Interim Invoice Approval | \$ 20,625.00       |

#### DPCU FEES (if applicable)

|                                      |                                                  |
|--------------------------------------|--------------------------------------------------|
| Discretely Presented Component Unit  | Harrisburg Community and Youth Association, Inc. |
| Audit                                | \$ 3,100.00                                      |
| Writing Financial Statements         | \$                                               |
| All Other Non-Attest Services        | \$                                               |
| 75% Cap for Interim Invoice Approval | \$ 2,325.00                                      |



## SIGNATURE PAGE

## AUDIT FIRM

|                                                                        |                                                                                                 |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Audit Firm<br>Elliott Davis, PLLC                                      |                                                                                                 |
| Authorized Firm Representative (typed or printed)<br>Thomas J. McNeish | Signature<br> |
| Date<br>03/05/19                                                       | Email Address<br>tom.mcneish@elliottdavis.com                                                   |

## GOVERNMENTAL UNIT

|                                                                                                                |               |
|----------------------------------------------------------------------------------------------------------------|---------------|
| Governmental Unit<br>Town of Harrisburg                                                                        |               |
| Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) |               |
| Mayor/Chairperson (typed or printed)                                                                           | Signature     |
| Date                                                                                                           | Email Address |

|                                                             |               |
|-------------------------------------------------------------|---------------|
| Chair of Audit Committee (typed or printed, or "NA")<br>N/A | Signature     |
| Date                                                        | Email Address |

## GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

|                                                                                   |                                                                                                   |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Primary Governmental Unit Finance Officer (typed or printed)<br>Brian T. Lee, CPA | Signature<br> |
| Date of Pre-Audit Certificate<br>4-2-2019                                         | Email Address<br>BLEE@harrisburgnc.org                                                            |

**SIGNATURE PAGE – DPCU**  
(complete only if applicable)

**DISCRETELY PRESENTED COMPONENT UNIT**

|                                                                                             |               |
|---------------------------------------------------------------------------------------------|---------------|
| DPCU<br>Harrisburg Community and Youth Association, Inc.                                    |               |
| Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) |               |
| DPCU Chairperson (typed or printed)                                                         | Signature     |
| Date                                                                                        | Email Address |

|                                                                    |               |
|--------------------------------------------------------------------|---------------|
| Chair of Audit Committee (typed or printed, or "NA")<br><i>N/A</i> | Signature     |
| Date                                                               | Email Address |

**DPCU – PRE-AUDIT CERTIFICATE**

*(Pre-audit certificate not required for charter schools)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

|                                         |               |
|-----------------------------------------|---------------|
| DPCU Finance Officer (typed or printed) | Signature     |
| Date of Pre-Audit Certificate           | Email Address |

Remember to print this form, and obtain all  
required signatures prior to submission.

PRINT



March 5, 2019

Town Council  
Harrisburg, North Carolina

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the Town of Harrisburg, North Carolina's (the "Town") governmental activities, business-type activities, the discretely presented component unit, each major fund and aggregate remaining fund information as of and for the year ending June 30, 2019, and the related notes to the financial statements, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the basic financial statements.

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States (GAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Governmental Auditing Standards does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the Town's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Town Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

Our report on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards above. Our report on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards identified above.

#### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management acknowledge and understand that they have the responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
- c. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- d. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- e. For report distribution; and
- f. To provide us with:
  - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
  - (2) Additional information that we may request from management for the purpose of the audit; and



- (3) Unrestricted access to persons within the entity from whom we determine is necessary to obtain audit evidence;

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the Town complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Town Council is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

The Town agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the Town agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Our association with an official statement is a matter for which separate arrangements will be necessary. The Town agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the Town seeks such consent, we will be under no obligation to grant such consent or approval.



We agree that our association with any proposed offering is not necessary, providing the Town agrees to clearly indicate in any such official statement or memorandum that Elliott Davis, PLLC, as the Town's independent auditor, has not been engaged to perform, and has not performed, since the date of its report included in the official statement, any procedures on the financial statements addressed in that report, and that Elliott Davis, PLLC, also has not performed any procedures relating to the official statement or memorandum.

Because Elliott Davis, PLLC will rely on the Town and its management and Town Council to discharge the foregoing responsibilities, the Town holds harmless and releases Elliott Davis, PLLC and its shareholders and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Town's management that has caused, in any respect, Elliott Davis, PLLC's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

#### **The Town's Records and Assistance**

If circumstances arise relating to the condition of the Town's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Town's books and records. The Town will determine that all such data, if necessary, will be so reflected. Accordingly, the Town will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Town personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with you. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including preparation of the form 990 for the Harrisburg Youth Association, Inc. The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the Town, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. the Town has agreed that Brian Lee, Deputy Finance Director possesses suitable skill, knowledge or experience and that the individual understands the form 990 preparation services to be performed sufficiently to oversee them. Accordingly, the management of the Town agrees to the following:

- 1) The Town has designated Brian Lee, Deputy Finance Director as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
- 2) Brian Lee, Deputy Finance Director will assume all management responsibilities for subject matter and scope of the 990 preparation;
- 3) The Town will evaluate the adequacy and results of the services performed; and
- 4) The Town accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the Town's management of the objectives of the non-audit services, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this letter documents that understanding.

#### **Other Relevant Information**

Elliott Davis, PLLC may mention the Town's name and provide a general description of the engagement in Elliott Davis, PLLC's client lists and marketing materials.

In accordance with GAS, a copy of our most recent peer review report has been provided to you.

#### **Fees, Costs, and Access to Workpapers**

The fee below does not include an additional \$1,800 fee for preparation of the form 990. Our terms and conditions for these tax preparation services will be specified in a separate engagement letter.

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee for the audit will be \$27,500.

Our fees and timely completion of our audit work assumes the following:

- 1) Cooperation from Town personnel
- 2) Timely responses to our inquiries
- 3) Timely completion and delivery of client assistance requests and information to be prepared by you as described in item 6 below
- 4) Timely communication of all significant accounting and financial reporting matters
- 5) Unexpected circumstances will not be encountered during the engagement

- 6) You will prepare, in accordance with generally accepted accounting principles, the Town's financial statements and related footnote disclosures of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, the aggregate remaining fund information, and all required and other supplementary information.

If any of the aforementioned criteria are not met, we will discuss a revised fee estimate before we incur additional costs. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

When an engagement has been suspended at the request of management and work on that engagement has not recommenced within 120 days of the request to suspend our work, Elliott Davis, PLLC may, at its sole discretion, terminate this arrangement letter without further obligation to the Town. Resumption of audit work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for Elliott Davis, PLLC to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements whenever a shareholder or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the Town agrees it will compensate Elliott Davis, PLLC for any additional costs incurred as a result of the Town's employment of a shareholder or professional employee of Elliott Davis, PLLC.

In the event we are requested or authorized by the Town or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Town, the Town will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Elliott Davis, PLLC. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Elliott Davis, PLLC audit personnel and at a location designated by our firm.



### **Claim Resolution**

The Town and Elliott Davis, PLLC agree that no claim arising out of services rendered pursuant to this arrangement letter shall be filed more than two years after the date of the audit report issued by Elliott Davis, PLLC or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive damages. Elliott Davis PLLC's liability for all claims, damages and costs of the Town arising from this engagement is limited to the amount of fees paid by the Town to Elliott Davis, PLLC for the services rendered under this arrangement letter.

### **Information Security - Miscellaneous Terms**

Elliott Davis, PLLC is committed to the safe and confidential treatment of Town of Harrisburg's proprietary information. Elliott Davis, PLLC is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The Town agrees that it will not provide Elliott Davis, PLLC with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Town information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Elliott Davis, PLLC may terminate this relationship immediately in its sole discretion if Elliott Davis, PLLC determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Elliott Davis, PLLC client acceptance or retention standards, or if the Town of Harrisburg is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the Town of Harrisburg or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provision will remain in full force and effect.

### **Reporting**

We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to the Town Council of The Town of Harrisburg. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Town's basic financial statements, we will also issue the following types of reports:

1. Report on internal control related to the financial statements. This report will describe the scope of testing of internal control and the results of our tests of internal control.



2. Report on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements; and
3. An accompanying schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between Elliott Davis, PLLC and the Town, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

ELLIOTT DAVIS, PLLC



Thomas J. McNeish, CPA  
Shareholder

Confirmed on behalf of *The Town of Harrisburg, North Carolina*:

\_\_\_\_\_  
*Governance signature*

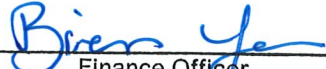
\_\_\_\_\_  
*Management signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

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

4-2-19  
Date

  
Finance Officer



March 5, 2019

Town Council  
Harrisburg, North Carolina

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of the Town of Harrisburg's (the "Town") financial statements as of and for the year ended June 30, 2019.

#### **Communication**

Effective two-way communication between our Firm and the Town Council is important to understanding matters related to the audit and in developing a constructive working relationship. Your insights may assist us in understanding the Town and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events.

We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, instances of noncompliance with laws and regulations that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We will also communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

#### **Independence**

Our independence policies and procedures are designed to provide reasonable assurance that our Firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, shareholders and professional employees of Elliott Davis, PLLC are restricted in their ability to own a direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a shareholder or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by Elliott Davis, PLLC and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

#### **The Audit Planning Process**

Our audit approach places a strong emphasis on obtaining an understanding of how your organization functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your organization. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of your business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

#### **The Concept of Materiality in Planning and Executing the Audit**

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, and in forming the opinion in our report. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

#### **Our Approach to Internal Control Relevant to the Audit**

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the Town's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

#### **Timing of the Audit**

We have preliminarily scheduled audit field work commencing May 14, 2019 with final field work commencing in Fall of 2019. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

#### **Closing**

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the Town. This communication is intended solely for the information and use of the Town Council and is not intended to be and should not be used by anyone other than these specified parties.

Elliott Davis, PLLC

A handwritten signature in black ink, appearing to read 'Tom McNeish', with a stylized flourish at the end.

Tom McNeish, CPA  
Shareholder



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

To set a public hearing for May 13, 2019 to consider the construction and renovation of Harrisburg Park - Phase 1, the related financing agreement, per N.C.G.S. 160A-20 and adopt a resolution authorizing the filing of an application for approval of a financing agreement authorized by N.C.G.S. 160A-20.

#### **Presenting Personnel:**

Lee Connor, Assistant Town Manager

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

To set a public hearing for May 13, 2019 to consider the construction and renovation of Harrisburg Park - Phase 1, the related financing agreement, per N.C.G.S. 160A-20 and adopt a resolution authorizing the filing of an application for approval of a financing agreement authorized by N.C.G.S. 160A-20.

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

Town Council approved a project with the FY2019 budget to renovate and add new construction to Harrisburg Park. In Phase 1, this project will entail a full renovation of the existing Harrisburg Park and new construction into the new portions of the undeveloped portion of the park, with new and expanded athletics fields, amphitheater, splash pad, new playground equipment, trails, recreational pond and much more.

The cost of the construction portion of this project is estimated at \$8.5M, which will be the amount of financing to be requested. Staff will bring the financing proposals, financing contract, and LGC application to Council for discussion in the public hearing at the May 2019 Council meeting.

#### **Recommendation:**

Staff recommends approval of this agenda item.

#### **Fiscal Impact:**

Financial impacts will be discussed during the public hearing at the May Council meeting.

#### **Attachments:**

None





## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

H2019-01-(T) Public Hearing to amend Section E.3.12 of the Town's Unified Development Ordinance (UDO) to bury utilities underground along Highway 49.

#### **Presenting Personnel:**

Sushil Nepal, Planning & Economic Development Director

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

**If approved, the following motion is suggested:**

To approve the text amendment H2019-01-(T) to amend Section E.3.12 of the UDO to bury utilities underground along Highway 49.

**If denied, the following motion is suggested:**

To deny the text amendment H2019-01-(T) to amend Section E.3.12 of the UDO to bury utilities underground along Highway 49.

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

Staff had previously presented the text amendment to Section E.3.12 of the Unified Development Ordinance (UDO) – Appendix E Commercial Design Standards, to bury all utilities underground and prohibit aerial crossing along the commercial corridor of Highway 49 within the town limits of Harrisburg.

The amendment was presented in early 2018 to the Planning and Zoning Board and the Town Council, with the following sentences added to the ordinance (E.3.12.1) *"For commercial sites along North Carolina Highway 49, all utilities must be underground. Aerial crossing of utilities is prohibited."* The proposed amendment, as presented, was not approved at that time.

With the anticipated growth along Highway 49 corridor, staff is revisiting the requirements, revising the wording in the ordinance and bringing forward a new the text amendment for consideration and approval.

The proposed text amendment will offer opportunity to the Town to require new developments to bury the existing above-ground utilities and install any new utilities underground along this corridor. It also adds flexibility with an added fee-in-lieu option. Over time, this will create a consistent look and help us improve the appearance of the Hwy 49 corridor.

#### **Proposed Text Amendment:**

In this new amendment, a proposed total new Section, E.3.12.2, has been added on to the UDO Appendix E Commercial Design Guidelines:

"For new commercial development and redevelopment involving tear-down and new construction along the North Carolina Highway 49 Corridor, all utilities in both public and private rights-of-ways shall be placed underground and aerial crossing of utilities on Highway 49 is prohibited, except when extreme conditions of underlying rocks or other conditions prevent this requirement from being met and only as approved by the Planning Administrator.

In cases where the expense to bury said utilities is deemed to be unreasonable based on extreme conditions, the Town may negotiate a fee-in-lieu arrangement with the project developers in lieu of requiring burial - the fee will be based on the actual cost estimate provided by the applicant, to be reviewed and approved by Town Engineer and calculated at 125% of the cost. Any such agreement shall be a part of a development agreement governing the subject property and the collected fee shall be deposited in a special revenue fund by the Town to be used to bury utilities along Highway 49. The burying of utilities shall be completed, or the fee-in-lieu paid to the Town, prior to a Certificate of Completion being issued for structures."

Staff feels that the new approach to this topic still maintains the primary desire to have utility lines along Hwy 49 buried, but does so with the flexibility that will allow the Town to work with potential new businesses.

The Planning and Zoning Board reviewed the proposed text amended at their March meeting and recommended approval of text amendment as presented.

**Recommendation:**

Staff recommends approval of H2019-01-(T).

Staff's review of the proposed amendment has found it to be consistent with the Harrisburg Area Land Use Plan - specifically, the objective to "improve the look and image of the Town", as well as recommendations LU-6: Focus on Quality, which encourages the Town to improve appearance of the Hwy 49 corridor.

**Fiscal Impact:**

A Special Reserve Fund will be created by the Town to collect the fee-in-lieu funds to be utilized towards the burying of utilities along Highway 49 Corridor. No immediate impact to the current Town's budget but there may be opportunities in future to dedicate funds to leverage private investments or match potential grants towards this task.

**Attachments:**

1. Appendix E.3.12 Revised

**E.3.12. INSTALLATION OF UTILITIES AND INFRASTRUCTURE**

E.3.12.1. If a development is requiring the installation of water and sewer utilities, curb and gutter, sidewalk, bike paths, or greenways, the utilities and infrastructure shall be extended along the full length of the property. For instance, if curb and gutter is required along a street frontage, it will be provided along the entire length of the frontage. New water and sewer utilities being extended to a site for development will be extended along either the full frontage of the street, or along the full extent of the property, depending on the location of said utilities. Greenways and bike lanes, where required based on the adopted Bicycle, Pedestrian, and Greenway Plan, will be located along the entire frontage of the street, or along the full extent of the property, depending on the location of the infrastructure in relation to the site.

E.3.12.2. For new commercial development and redevelopment involving tear-down and new construction along the North Carolina Highway 49 Corridor, all utilities in both public and private rights-of-ways shall be placed underground and aerial crossing of utilities on Highway 49 is prohibited, except when extreme conditions of underlying rocks or other conditions prevent this requirement from being met and only as approved by the Planning Administrator.

In cases where the expense to bury said utilities is deemed to be unreasonable based on extreme conditions, the Town may negotiate a fee-in-lieu arrangement with the project developers in lieu of requiring burial, the fee will be based on the actual cost estimate provided by the applicant, to be reviewed and approved by Town Engineer and calculated at 125% of the cost. Any such agreement shall be a part of a development agreement governing the subject property and the collected fee shall be deposited in a special revenue fund by the Town to be used to bury utilities along Highway 49. The burying of utilities shall be completed, or the fee-in-lieu paid to the Town, prior to a Certificate of Completion being issued for structures.

**E.4. FLEXIBILITY IN ADMINISTRATION**

E.4.1. Because these standards cannot cover every possible scenario that may arise, the Planning Administrator is authorized to make determinations on development applications that may vary from the written standards so long as the determination meets the purpose and intent of the Commercial Design Standards.

For new commercial development and redevelopment involving tear-down and new construction along the North Carolina Highway 49 Corridor, all utilities in both public and private rights-of-ways shall be placed underground and aerial crossing of utilities on Highway 49 is prohibited, except when extreme conditions of underlying rocks or other conditions prevent from being met and only as approved by the Planning Administrator.

In cases where the expense to bury said utilities is deemed to be unreasonable based on extreme conditions, the Town may negotiate a fee-in-lieu arrangement with the project developers in lieu of requiring burial, the fee will be based on the actual cost estimate provided by the applicant, to be reviewed and approved by Town Engineer and calculated at 125% of the cost. Any such agreement shall be a part of a development agreement governing the subject property and the collected fee shall be deposited in a special revenue fund by the Town to be used to bury utilities along Highway 49. The burying of utilities shall be completed, or the fee-in-lieu paid to the Town, prior to a Certificate of Completion being issued for structures."



## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Consideration of Approval of Contract for Branded Facility Signage Construction

**Presenting Personnel:**

Logan Lover, Communications Manager

**Suggested Motion or Action:**

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

**Description/Background:**

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

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

Staff brought this contract before Council at the March 2019 Council Meeting and was directed by Council to attempt to obtain additional bids. Town staff then sent out requests for bids to four sign companies, with only two responses were received; Casco Signs and Signs Etc. See the attached bid tab for pricing comparison.

For reference, the Town did not originally seek alternative vendors/bids for this signage contract after the original wayfinding signage contract was initiated and approved because we wanted to stay with the same vendor to ensure consistency in the production of the signage. We struggled early on finding sign companies that could match our colors specifically (for instance the Gateway signs done by another vendor have the incorrect color green on them) and changing vendors for signage can often lead to minor variations in color and production, which can create inconsistencies between similar signage. Based on Council's directive from the March meeting, we will ensure we bid out these items moving forward.

**Recommendation:**

Staff recommends approval of the attached contract with Signs Etc.

**Fiscal Impact:**

The contract total is \$75,557.63.

\$60,446.10 is related to construction of Fire Stations 1 and 3, as well as the Pharr Mill and Stallings Parks, which has a total budget of \$80,000.



\$15,111.53 capital project fund, which has a total budget of \$30,000.

**Attachments:**

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

## **SIGNAGE CONSTRUCTION CONTRACT**

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

### **WITNESSETH:**

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

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

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

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

herein referred to as "Worksites."

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

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

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

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

#### **4) Payments**

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

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

#### **5) Compliance**

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

#### **6) Insurance**

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

#### **7) Subcontractors**

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

#### **8) Modifications**

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

#### **9) Arbitration**

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

#### **10) Indemnification**

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

## 11) Integration

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

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

---

Contractor Signature

---

Owner Signature

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



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

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Job No:

Date: 10.19.18

Town of Harrisburg

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

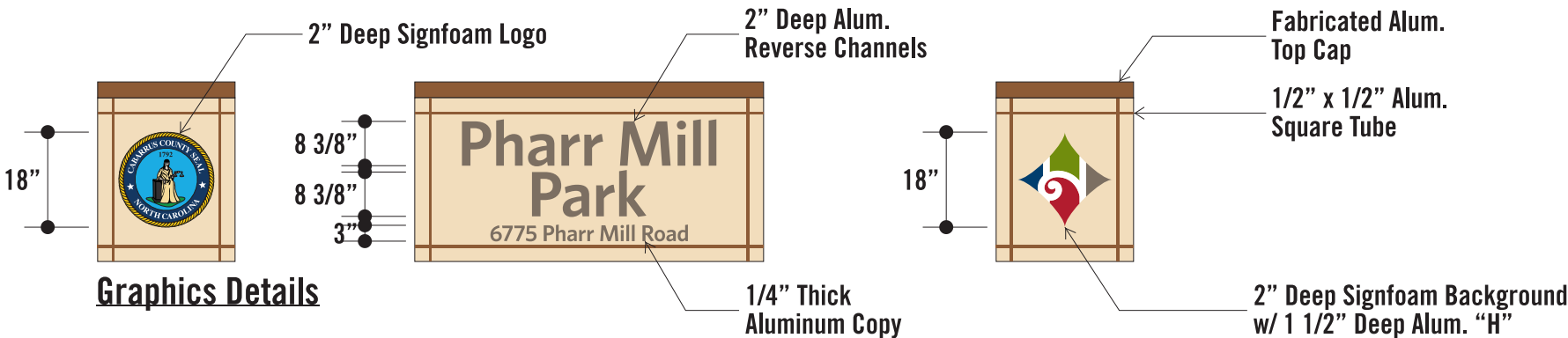
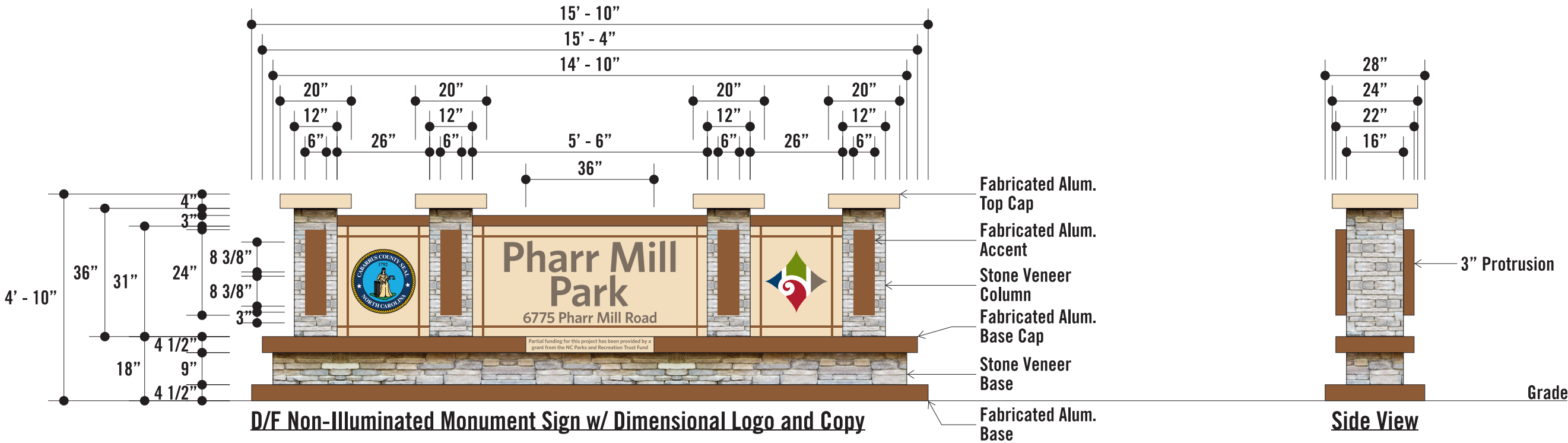
Acct. Rep: Spencer Brower

Designer: BG

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

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

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



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

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Job No:

Date: 10.19.18

Town of Harrisburg

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

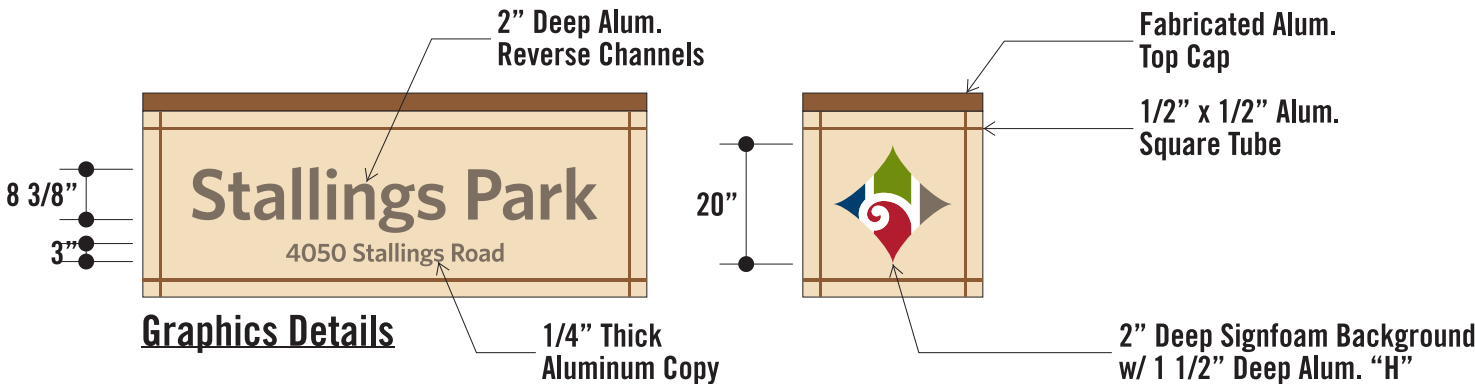
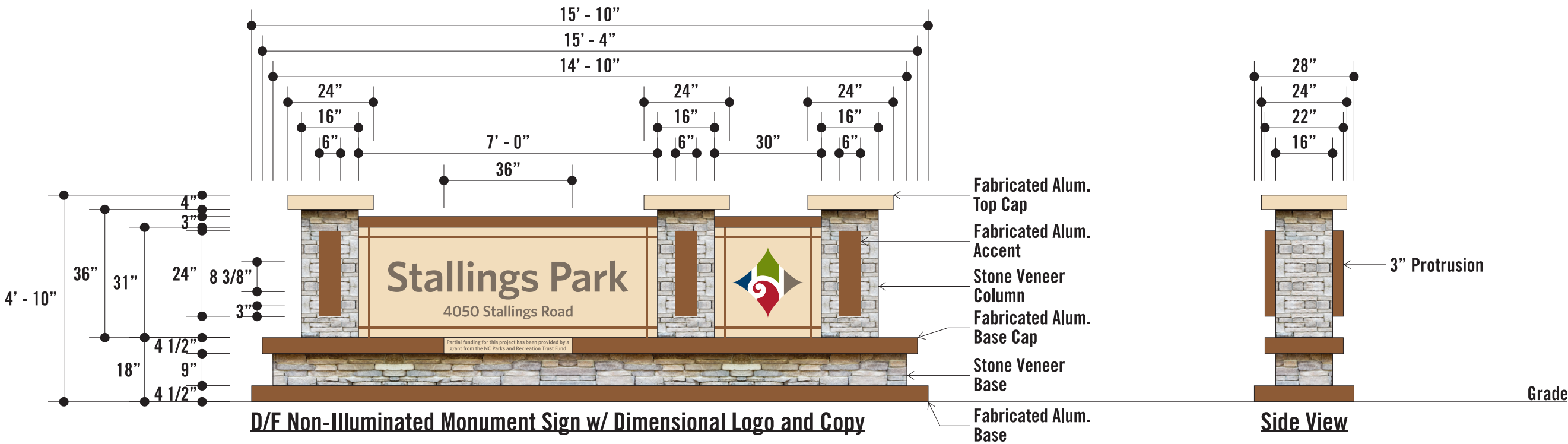
Acct. Rep: Spencer Brower

Designer: BG

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

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- ☐ Approved  
☐ Approved As Noted  
☐ Revise & Resubmit



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signsetcofcharlotte.com

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Job No:

Date: 10.19.18

Town of Harrisburg

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

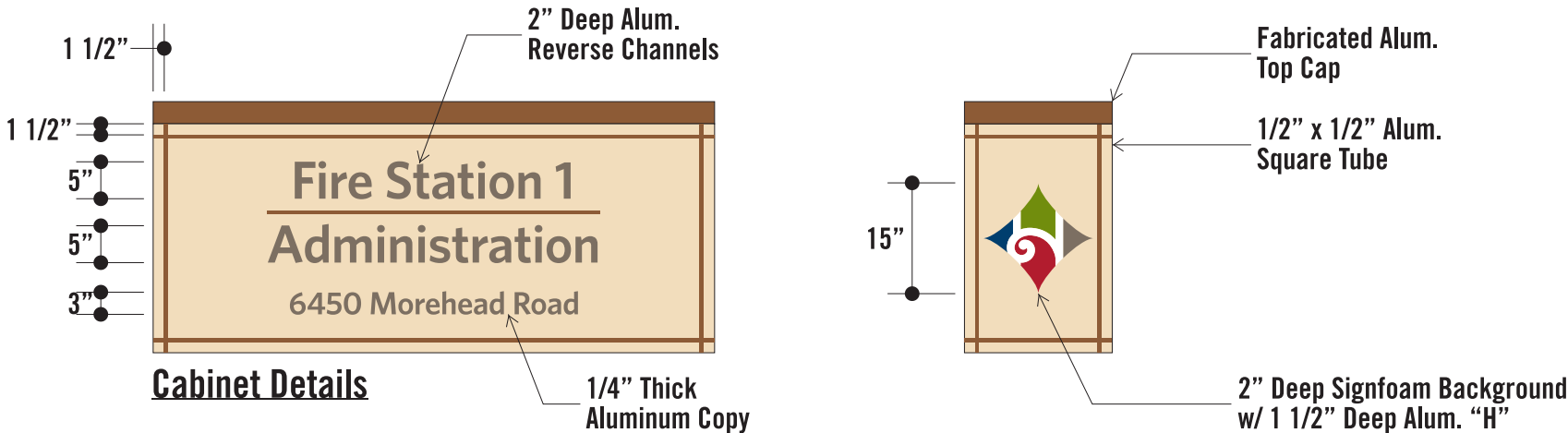
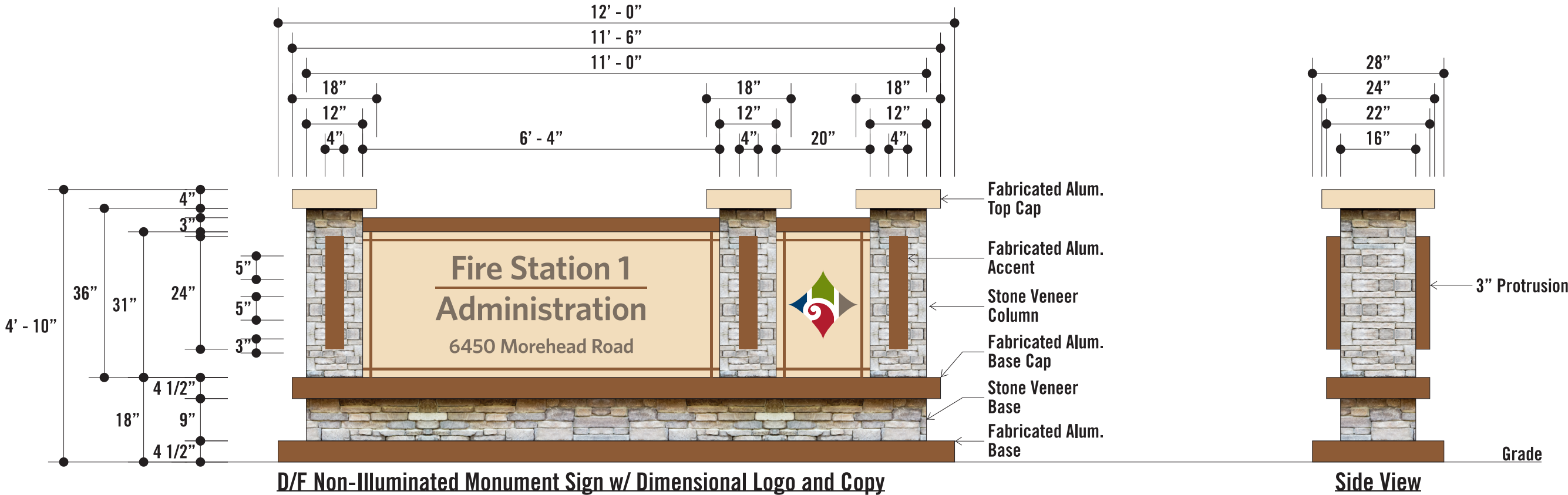
Acct. Rep: Spencer Brower

Designer: BG

Revisions: 10.25.18 (BG)  
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11.1.18 (BG)  
11.5.18 (BG)  
11.16.18 (BG)  
11.18.18 (BG)  
12.13.18 (BG)  
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- ☐ Approved
- ☐ Approved As Noted
- ☐ Revise & Resubmit



Qty: 1

SIGNS ETC

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Job No:  
Date: 10.19.18

Town of Harrisburg

Scale: 1/2"=1'-0"  
Acct. Rep: Spencer Brower  
Designer: BG

Revisions: 1.30.19 (BG)

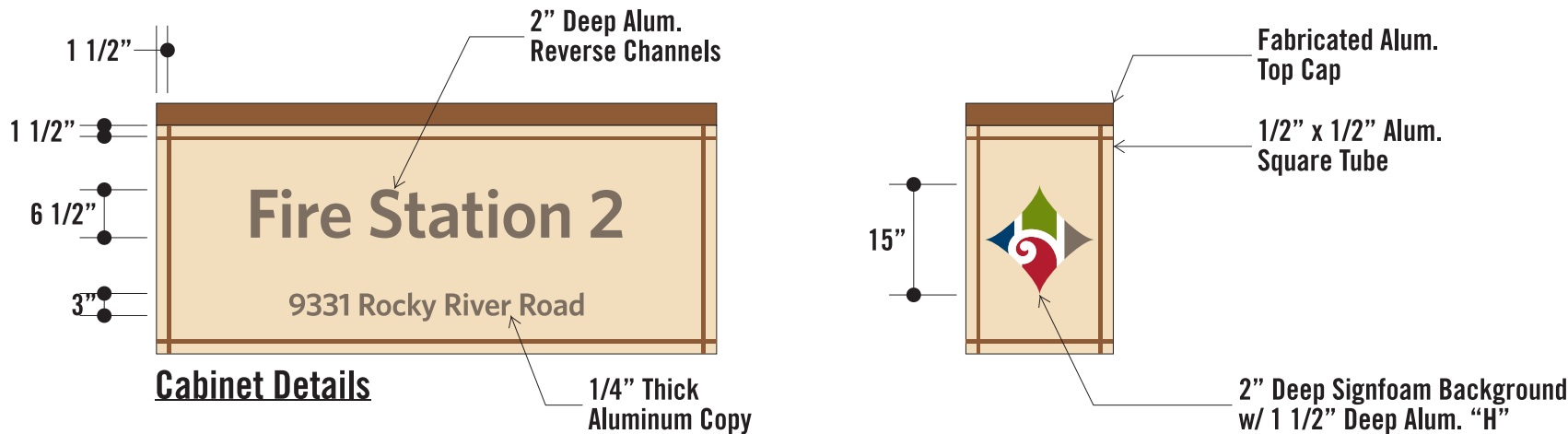
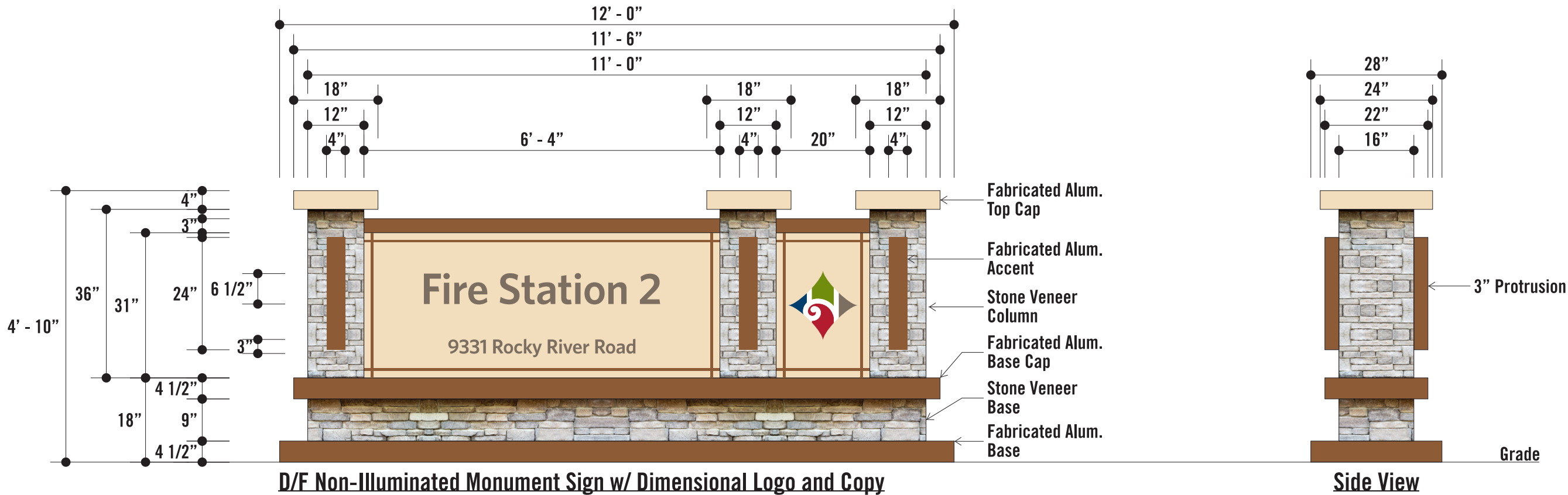
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☐ Approved

☐ Approved As Noted

☐ Revise & Resubmit

2.0



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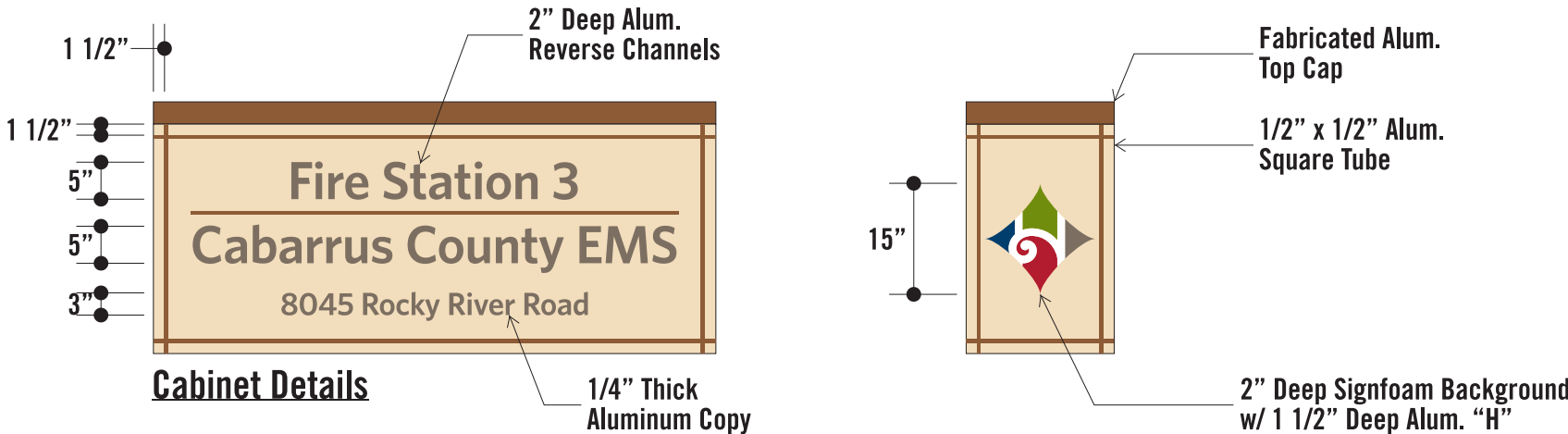
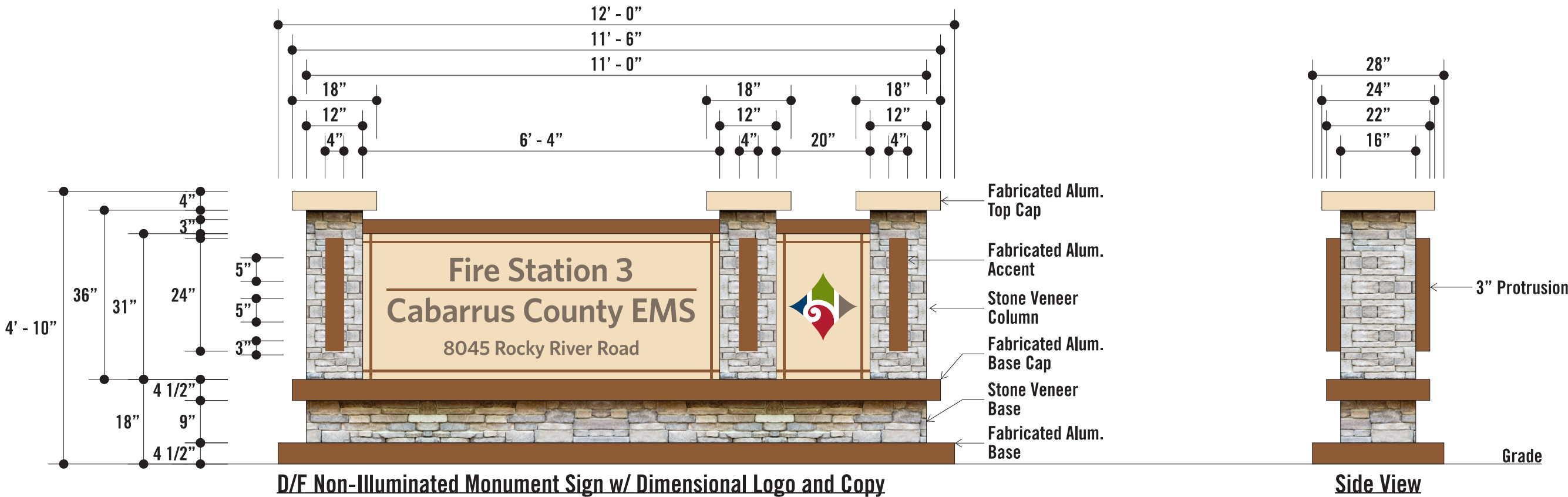
Acct. Rep: Spencer Brower

Designer: BG

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

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- ☐ Approved  
☐ Approved As Noted  
☐ Revise & Resubmit







Branded Facility Signage

- Fire Station 1
- Fire Station 2
- Fire Station 3
- Pharr Mill Park
- Stallings Park

Bids Due 3/29/2019

|                                                                       |  |          | Signs Etc.   |              | Casco Signs   |              | Signs Now Concord |            |             | The Sign Factory |            |             |  |
|-----------------------------------------------------------------------|--|----------|--------------|--------------|---------------|--------------|-------------------|------------|-------------|------------------|------------|-------------|--|
| Service                                                               |  | Quantity | Unit Price   | Item Total   | Unit Price    | Item Total   | Unit Price        | Item Total |             | Unit Price       | Item Total |             |  |
| Materials, Labor, Construction                                        |  | 5        | ea           | \$ 15,111.56 | \$ 75,557.80  | \$ 25,304.91 | \$ 126,524.55     |            | No Response |                  |            | No Response |  |
| Design Costs due to Signs Etc.<br>if bid is awarded to another vendor |  |          | -            |              | 12,500.00     |              | 12,500.00         |            |             | 12,500.00        |            |             |  |
| Total Project Cost, less lighting<br>and landscaping*                 |  |          | \$ 75,557.80 |              | \$ 139,024.55 |              | \$ 12,500.00      |            |             | \$ 12,500.00     |            |             |  |
|                                                                       |  |          |              |              |               |              |                   |            |             |                  |            |             |  |

\* Lighting and landscaping to be contracted separately.



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration of Amendment to FY2019 Budget Ordinance for Fire Department Overtime

#### **Presenting Personnel:**

Brian Lee, Deputy Finance Director

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

To approve the budget amendment for Fire overtime in the amount of \$60,000.

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

The Fire Department had a FY2019 original budget for overtime of \$50,000. This \$50,000 was intended to cover overtime expenses for hire backs related strictly to vacation and sick time use, 4th of July and other holiday coverage, open houses, and other miscellaneous needs for additional hours.

During the formation of the budget, it was anticipated that newly hired trainees would be paid on the standard schedule of 106 hours per pay period, meaning they would not affect the available pool of overtime dollars. However, due to DOL rules and regulations, trainees are not considered active firefighters and do not qualify for this schedule arrangement and must be paid overtime based on a 40-hour schedule. The training course requires approx. \$10,000 of overtime expense per employee, which translates to approx. \$38,000 for FY2019. Additional overtime was also used for intermediate EMT training and SRT classes, which totaled approx. \$8,000 of OT.

There are also 2 firefighter positions open at the moment, which require overtime coverage from existing staff above and beyond the regularly anticipated hire-backs.

Additional events or circumstances that have required elevated amounts of overtime are related to two hurricanes at the beginning of the fiscal year, which contributed to OT utilization in total of approx. \$10,000.

OT utilized thus far in FY2019 and projected for the remainder of the year will total approx. \$110,000.

The proposed budget amendment of \$60,000 is necessary to meet the staffing demands of the department based on the information above, in addition to any overtime expenses needed for the remainder of the fiscal year.

#### **Recommendation:**

Staff recommends approval of the budget amendment.

#### **Fiscal Impact:**

There is no net effect to the Town from this amendment. If approved, this budget amendment directs \$60,000 of funds that were previously budgeted to the Fire Salaries account to the Fire Overtime account.

Fire Salaries will be reduced to \$2,159,875 and Fire Overtime will be increased to \$110,000.

**Attachments:**

1. Amendment -GF Fire Overtime 04082019



## 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 Fire Department overtime.

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

|                                               |           |
|-----------------------------------------------|-----------|
| Increase line item 100-2100-51005<br>Overtime | \$ 60,000 |
|-----------------------------------------------|-----------|

|                                               |           |
|-----------------------------------------------|-----------|
| Decrease line item 100-2100-51000<br>Salaries | \$ 60,000 |
|-----------------------------------------------|-----------|

**Section 3.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

**Section 4.** That this ordinance shall be effective upon its passage. Adopted this 8<sup>th</sup> day of April 2019.

---

Steve Sciascia, Mayor

ATTEST:

---

Janet Rackley, Town Clerk



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration of Approval and Submittal of PARTF Grant Application for Harrisburg Park Redevelopment

#### **Presenting Personnel:**

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

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

To approve the application and submittal for the 2019 Parks and Recreation Trust Fund (PARTF) grant application, in the amount of \$350,000, to be matched dollar for dollar, if awarded.

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

Staff has prepared an application for the 2019 Parks and Recreation Trust Fund (PARTF) grant cycle. The DRAFT application is attached for review, as staff will work over the next couple of weeks to complete the details of the application.

These funds, if awarded, require a dollar-for-dollar match from the Town. The funds would be applied to the Harrisburg Park expansion and renovation project, providing up to \$350,000, if awarded.

Grant announcements are made late summer/early fall.

#### **Recommendation:**

Staff recommends approval of this grant application. If awarded, the funding would allow the project to be maximized, offering as many of the proposed amenities on the project scope as possible.

#### **Fiscal Impact:**

Funding match will be included in the existing project ordinance and budgeted in the Capital Improvement Plan, if grant is awarded. The \$350,000 award would be matched within the approved final project budget, as will be proposed in the project GMP.

#### **Attachments:**

1. Harrisburg Park - Phase I Redevelopment PARTF Draft



DRAFT

PARTF Grant Application

Town of Harrisburg

Harrisburg Park

Redevelopment – Phase 1

## Checklist to Submit a Complete Digital Application

Use this checklist to ensure that all required documents as well as the correct number of paper copies for each document are included with your digital application. Paper clip, do not staple, the copies of each item on the checklist together. Keep a copy of the application for your files. Planning documents will be returned to the applicant. **Digital applications will be accepted only as a flash drive. All digital applications must be in PDF format and MUST ACCOMPANY PAPER COPIES as per the guidelines in the table below.**

**Applicant:** Town of Harrisburg

**Project's Title:** Harrisburg Park Redevelopment – Phase 1

| Required for All Applications (File Name)                                                                                                        | Page Reference | Number of Copies |                                                                                         | Included<br>✓ |
|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|-----------------------------------------------------------------------------------------|---------------|
|                                                                                                                                                  |                | Paper            | Digital                                                                                 |               |
| 1. Checklist for Submitting a Complete Application (Checklist)                                                                                   | 7              | 1                | 1 PDF copy of each separate file submitted on one flash drive with the listed file name | ✓             |
| 2. Applicant's Basic Facts and Assurances (Basic Facts)                                                                                          | 8              | 1                |                                                                                         | ✓             |
| 3. Description and Justification for the Project (Justification)                                                                                 | 9              | 20               |                                                                                         | ✓             |
| 4. Site Plan: for projects to construct or renovate facilities (Site plan)<br>OR Conceptual Plan: for land acquisition only projects (Site plan) | 9-11           | 20               |                                                                                         | ✓             |
| 5. Project Costs (Project costs)                                                                                                                 | 12-13          | 1                |                                                                                         | ✓             |
| 6. Source of Matching Funds (Matching funds)                                                                                                     | 15             | 1                |                                                                                         | ✓             |
| 7. Site Vicinity Map (Site vicinity)                                                                                                             | 16             | 1                |                                                                                         | ✓             |
| 8. Scoring System (Scoring system)                                                                                                               | 23-30          | 1                |                                                                                         | ✓             |
| <b>Required for Projects to Construct or Renovate Facilities</b>                                                                                 |                |                  |                                                                                         |               |
| 9. Attorney's Certification of Site Control (Site Control)<br>Does not apply if the site will be acquired with this PARTF project                | 14             | If applicable, 1 |                                                                                         | ✓             |
| 10. Environmental Review (ENV Review)                                                                                                            | 21-22          | 1                |                                                                                         | ✓             |
| 11. Local Government & School Joint-Use Agreement (Joint use)<br>Only applies to facilities located on school property                           | 4              | If applicable, 1 |                                                                                         | N/A           |
| <b>Required for Projects to Acquire Property (including acquisition with a waiver)</b>                                                           |                |                  |                                                                                         |               |
| 12. Acquisition Form (Acquisition form)                                                                                                          | 19             | 1                |                                                                                         | N/A           |
| 13. Appraisal, Property Tax Value or estimate by an appraiser (Land value)                                                                       | 18             | 1                |                                                                                         | N/A           |
| 14. Legal Description of the Land (Land description)                                                                                             | 20             | 1                |                                                                                         | N/A           |
| 15. History of Conveyance for donated land (Conveyance)                                                                                          | 18             | If applicable, 1 |                                                                                         | N/A           |
| <b>Documents for the Scoring System</b>                                                                                                          |                |                  |                                                                                         |               |
| 16. Master Plan for the Park (Master Plan)                                                                                                       | 23 & 31        | If available, 3* |                                                                                         | ✓             |
| 17. Parks and Recreation System-wide Plan for the Jurisdiction (Comp plan)                                                                       | 24 & 32        | If available, 3* |                                                                                         | ✓             |
| 18. Capital Improvement Plan for Parks and Recreation (CIP)                                                                                      | 24 & 33        | If available, 1  |                                                                                         | ✓             |
| 19. Documentation of Surveys or Public Involvement<br>(Public Meeting), (Survey), (Civic Groups), (Advisory Board)                               | 25 & 33        | If available, 1  |                                                                                         | ✓             |
| 20. Local Board Minutes or Resolution Adopting of Planning Documents                                                                             | 23-26          | If available, 1  |                                                                                         | ✓             |

| N.C. Parks and Recreation Trust Fund (PARTF): 2018-19 Basic Facts and Assurances                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Local Government Name:</b> Town of Harrisburg<br><b>Federal Employer I.D. Number:</b> 56-1046351                                                                                                                                                                                                                                                                                                                                                                        | <b>County:</b> Cabarrus                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Local Government Contact Person for the Grant:</b><br>Name: Mr. Daniel Stines<br>Title: Director<br>Organization: Harrisburg Parks & Recreation<br>Mailing Address: PO Box 100<br>City/State/Zip: Harrisburg NC 28075<br>Telephone: 704.455.7275<br>E-mail: dstines@harrisburgnc.org<br>(must be an employee of the sponsoring local government)                                                                                                                        | <b>Local Government Manager:</b><br>Name: Mr. Haynes Brigman<br>Title: Town Manager<br>Mailing Address: PO Box 100<br>City/State/Zip: Harrisburg NC 28075<br>Telephone: 704.455.5614<br>E-mail: hbrigman@harrisburgnc.org                                                                                                                                                                                            |
| <b>Chief Elected Official:</b><br>Name: Mr. Steve Sciascia<br>Title: Mayor<br>Mailing Address: PO Box 100<br>City/State/Zip: Harrisburg NC 28075                                                                                                                                                                                                                                                                                                                           | <b>Type of project:</b><br><input type="checkbox"/> Land Acquisition Only<br><input checked="" type="checkbox"/> Development Only (construction or renovation)<br><input type="checkbox"/> Land Acquisition and Development                                                                                                                                                                                          |
| <b>Site Control (check all that apply):</b><br><input checked="" type="checkbox"/> Owned by local government<br><input type="checkbox"/> To be obtained with this land acquisition project<br><input type="checkbox"/> Leased by applicant for 25 years or more<br><input type="checkbox"/> Easement<br><input type="checkbox"/> Owned by school board                                                                                                                     | <b>Costs rounded to nearest dollar:</b><br>PARTF funds requested: \$350,000.00<br>Local government's matching funds: \$7,000,000.00<br>Total cost of project \$7,350,000.00                                                                                                                                                                                                                                          |
| <b>Recreation Resources Service (RRS) regional consultant:</b> Kyle Smith                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Project Title:</b> Harrisburg Park Redevelopment – Phase 1                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Brief description of the proposed project:</b> Re-development and expansion of a 34-acre community park to a 67 acres featuring four regulation soccer fields, practice field, flexible green space, splash pad and inclusive playground, amphitheater and stage, picnicking, paved walking loops. A future YMCA will also be located within the park.                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p align="center"><b>Approval by local governing board</b></p> <p>I hereby certify the information contained in the attached application is true and correct and the required dollar-for-dollar matching funds will be available during the project period. This application for PARTF funding has been voted on and approved by the local governing board on the date noted here.</p> <p align="center"><u>4/8/2019</u><br/>Date Adopted by the local governing board</p> | <p align="center"><b>Chief Elected Official:</b></p> <p align="center">____Steve Sciascia, Mayor____<br/>(Print or Type Name and Title)</p> <p align="center">_____<br/>(Signature)</p> <p>If two local governments are applying together, this form must be completed and signed by each local government. One applicant must be identified by adding "primary sponsor" in the "Local Government Name" section.</p> |
| <b>This form must be complete in its entirety for your application to be considered</b>                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                      |

## Description and Justification for the Project

**Applicant: Town of Harrisburg**

**Project's Title: Harrisburg Park Redevelopment – Phase 1**

**Project Description:** Based on input received by the citizens of Harrisburg, the Parks and Recreation Advisory Board, library staff, park staff, and through the Harrisburg Park master planning process the program for re-development and expansion of Harrisburg Park suggested a family oriented destination that would provide active recreation opportunities for soccer, inclusive play, splash pad, and more picnicking, all in a walkable environment. Additionally, The Town has been planning for a larger venue for their annual July 4th Celebration, “Movies in the Park”, more concert series, in addition to other community events that could be relocated to the park.

The proposed master plan for the redeveloped and expanded park will increase the soccer opportunities from two fields to four fields as well as provide larger fields. A separate multi-use space will provide area for soccer practices in addition to overflow parking. The central core of the park will feature an amphitheater/stage area coupled with a festival lawn. The introduction of a splash pad area and inclusive playground with multiple picnic shelter opportunities round out the core. Updated and expanded picnic shelters and restroom facilities will support the recreation nodes. An internal sidewalk and walking trail system connect all of the recreation nodes while providing a variety of exercise outlets as well as connecting to existing sidewalks to NC 49 and a trail to Harris Depot Park to the southeast. Additional parking, a long time need will be provided more proximate to the activities. The southwest corner of the park is slated for a future YMCA facility that will include a partnership and offices for Harrisburg Parks & Recreation. The Harrisburg Branch of the Cabarrus County Public Library system will remain at the front of the park, off Sims Parkway.

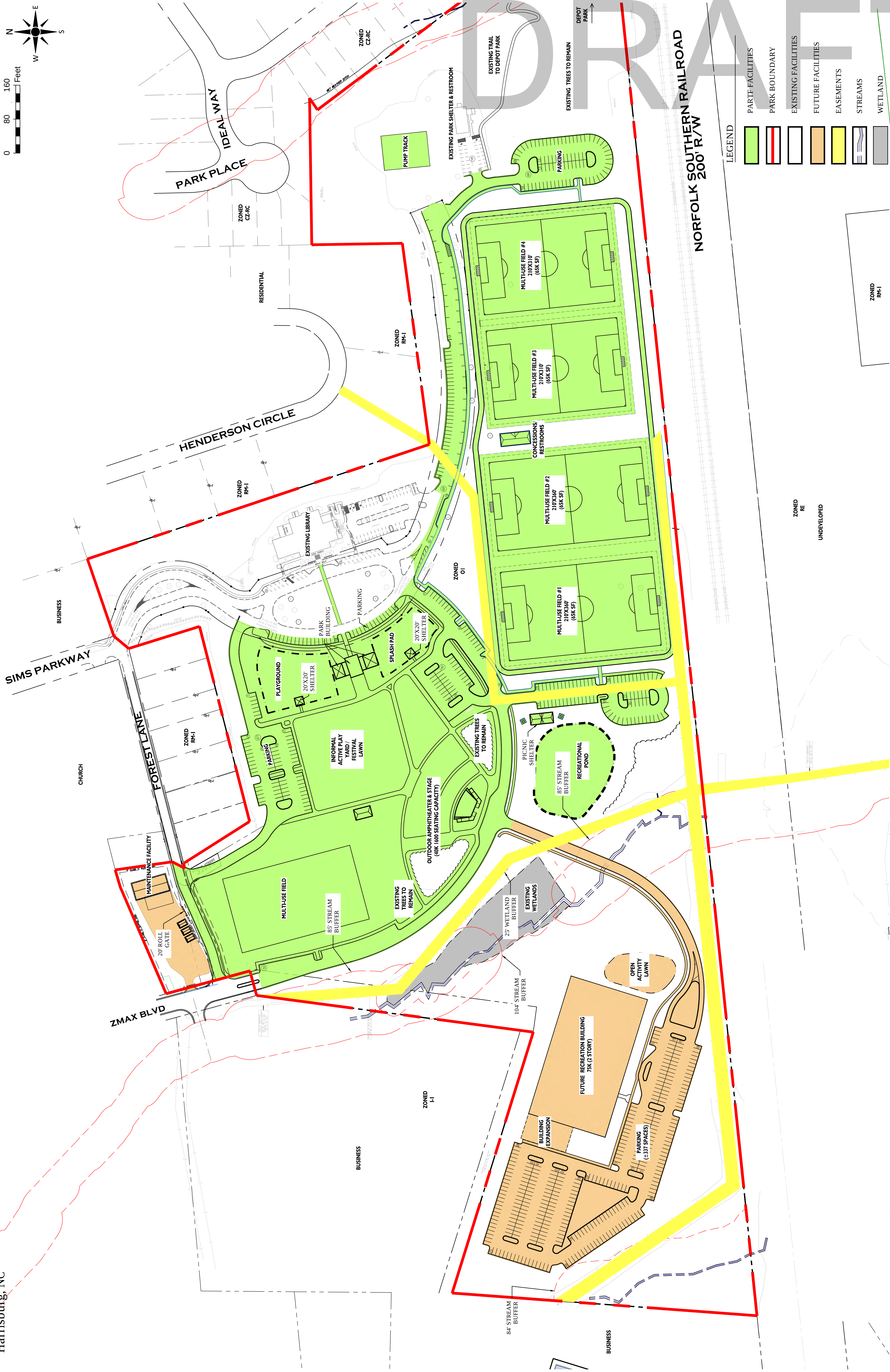
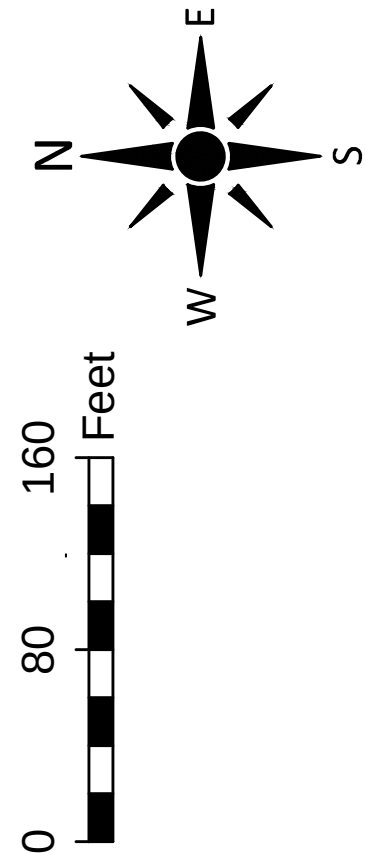
**Project Justification:** Located just north of the booming UNC Charlotte campus and environs, and just east of Charlotte Motor Speedway, the Town of Harrisburg has experienced continued growth in population and diversified demographics over the past 15 years. Much of that growth stems from young adults seeking first time homes and starting families. Subsequently, there has been a steady rise in enrollment of youth athletics and family oriented recreation programming filling the Town’s parks and recreation facilities. The 2010 Parks & Recreation Master Plan recognized Harrisburg Park as a central node where this growth in recreation should occur. As per the system-wide plan, the Town proceeded to purchase adjacent acreage to the park that more than doubles the size of Harrisburg Park from 33.7 acres to 67 acres to accommodate these growing needs.

In 2017, the Town embarked on a community-driven master planning process for the redevelopment of Harrisburg Park that included several community and stakeholder meetings and an on-line survey. From that process, the top programming elements for Harrisburg Park requested included:

- Additional Multi-Purpose Fields
- Additional Parking
- Community Recreation Center
- Amphitheater / Stage
- Splash Pad
- Paved Walking Trails
- Natural Surface Trails
- Additional Restroom Facilities
- Additional Open Air Pavilions

Despite a strong median household income, Harrisburg, like many “boom towns” remains on a dividing line of keeping taxes affordable for all, yet providing quality services to the citizens and youth in response to growth. As a result of this, staff is challenged to evaluate parks and recreation needs, identifying only the most significant needs and desires, as expressed by the community. The majority of those being listed above, many of which will be contingent on available funds to construct the park, once a GMP has been reached. Regardless of these challenges, staff has proceeded optimistically with designs of the park, plugging as many of the communities requests as possible. In 2018, Town Council approved a 6.5 cent tax increase, in an effort to move the Town forward in covering the basic needs of the community (Roads, Utility, Fire and Parks). 1.3 cents of the tax increase was allocated to Parks and Recreation needs, and is to sustain development for the next ten years. When paired with our CIP model, and factored against the construction climate, it is clear that challenges in funding will remain, justifying our reasons for seeking grant support. The proposed project is a true multi-generational facility, that complements our local Library system, passive and active youth and adult activities, and creates an epicenter for special events, and cultural activities. Harrisburg park, is but one of three parks that service sixteen thousand, and growing. By investing PARTF funds in the project, the PARTF Authority will help the Town address the growth issue by providing more recreation facility offerings in the heart of Town.”





LEGEND

- PARTF FACILITIES
- PARK BOUNDARY
- EXISTING FACILITIES
- FUTURE FACILITIES
- EASEMENTS
- STREAMS
- WETLAND
- ZONED RM-1
- ZONED RE
- UNDEVELOPED



# DRAFT

## Project Costs

Harrisburg Park Redevelopment – Phase 1 – Town of Harrisburg

April 2019

| Project Elements (Include specific units - sizes, numbers, lengths, etc. - for each item.)                                                                                 | Unit     | Unit Cost   | Total Item Cost    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|--------------------|
| <b>Building and/or Renovating Costs</b>                                                                                                                                    |          |             |                    |
| Picnic Shelters / Concessions / Rest Rooms                                                                                                                                 | Lump Sum | \$1,150,000 | \$1,150,000        |
| Playground (play structure and accessible surfacing)                                                                                                                       | Lump Sum | \$300,000   | \$300,000          |
| Splash Pad (including paved deck area, lawn seating & fencing)                                                                                                             | Lump Sum | \$375,000   | \$375,000          |
| Site Furnishings (trash receptacles, benches, picnic tables, grills, bike racks)                                                                                           | Lump Sum | \$50,000    | \$50,000           |
| Sidewalks / Walking Paths/ Accessible Routes (paved, 6-8 feet wide)                                                                                                        | Lump Sum | \$450,000   | \$450,000          |
| Soccer Fields (4)                                                                                                                                                          | Lump Sum | \$850,000   | \$850,000          |
| Sports Lighting                                                                                                                                                            | Lump Sum | \$475,000   | \$475,000          |
| Parking / Roads, paved for 450 cars                                                                                                                                        | Lump Sum | \$995,000   | \$995,000          |
| Site Preparation (clearing, grading, drainage & erosion control)                                                                                                           | Lump Sum | \$1,600,000 | \$1,600,000        |
| Utilities                                                                                                                                                                  | Lump Sum | \$280,000   | \$280,000          |
| Amphitheater / Stage (including lawn area)                                                                                                                                 | Lump Sum | \$550,000   | \$550,000          |
| Landscaping / Grassing / Open Space                                                                                                                                        | Lump Sum | \$185,000   | \$185,000          |
| Signage                                                                                                                                                                    | Lump Sum | \$40,000    | \$40,000           |
| <b>Cost to Build or Renovate</b>                                                                                                                                           |          |             | <b>\$7,300,000</b> |
| <b>Contingency for the Cost of Building</b>                                                                                                                                |          |             |                    |
| Contingency (not to exceed 5% of the cost to build or renovate)                                                                                                            |          |             | \$50,000           |
| <b>Planning and Incidental Land Acquisition Costs</b>                                                                                                                      |          |             |                    |
| Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% of the cost of the project) |          |             |                    |
| <b>Total Project Cost</b>                                                                                                                                                  |          |             | <b>\$7,350,000</b> |

|  |                                  |             |
|--|----------------------------------|-------------|
|  | <b>Total PARTF Grant Request</b> | \$350,000   |
|  | <b>Total Local Match</b>         | \$7,000,000 |

## Sources of the Applicant's Matching Funds

Use the format below to show the sources of your matching funds. Please indicate if these funds are currently available or are the funds yet to be approved. If funds are yet to be approved, list the date for approval.

**Applicant:** Town of Harrisburg

**Project's Title:** Harrisburg Park Redevelopment – Phase 1

**Sources of the Applicants Matching Funds**

| Type of Matching Funds | Amount of Funds | Funding Source                                  | Availability        |
|------------------------|-----------------|-------------------------------------------------|---------------------|
| Cash                   | \$ 7,000,000    | Town's Budget or Capital Improvement Plan (CIP) | Town's Approved CIP |
|                        |                 |                                                 |                     |
|                        |                 |                                                 |                     |
| Total Matching Funds   | \$7,000,000     |                                                 |                     |

\*PARTF allows other state and federal funding to be used as local match.

# DRAFT

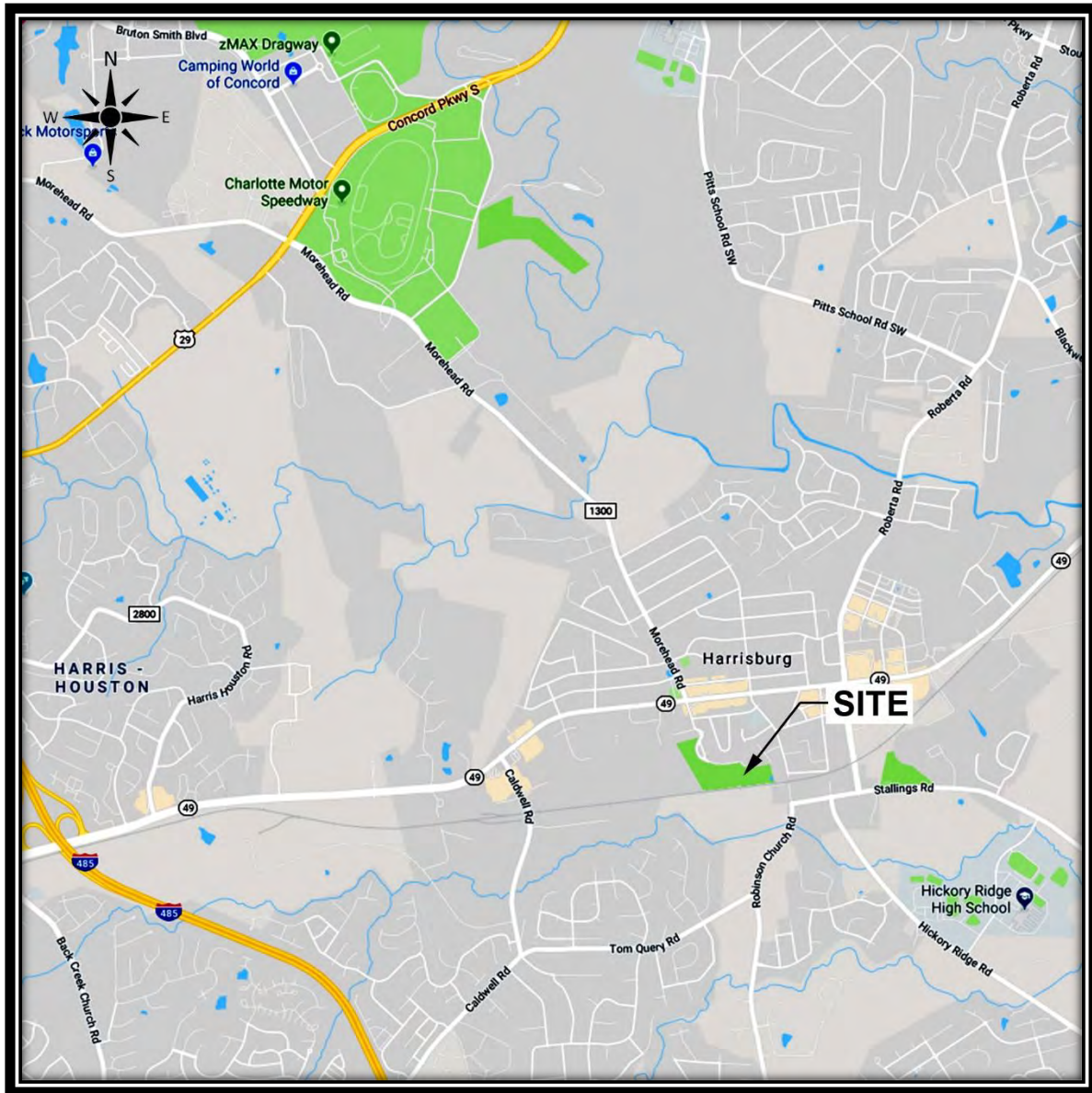
## Site Vicinity Map

### Harrisburg Park – Phase 1 Development

191 Sims Parkway

Harrisburg, NC

Latitude / Longitude: 35°19'02.27" N / 80°39'32.21 W



# DRAFT

## PARTF Scoring System for Grants

The members of the N.C. Parks and Recreation Authority use the PARTF scoring system as one of several tools to select grant recipients. Please provide all the information requested for each item. Attach a separate page if more space is needed to address any item. Before beginning, please refer to the “Definition of Terms” beginning on page 30. A team of PARTF staff and regional consultants will evaluate each application based on the scoring system and make the final decision about the applicant’s score.

Preparing an application for a PARTF grant is more than simply completing the application form. Creating a proposal for a high-quality park and recreation project requires adequate time to collect public input, review the results, and then properly plan for the project. You should also allow time to prepare the support documents that are vital in the evaluation of your application.

The planning and public involvement process has many benefits including:

- New recreational opportunities can be based on community preferences
- New parks can be located to respond to current deficiencies and future demands
- Recreational facilities can be built to meet the expectations of park visitors and minimize harm to the environment and
- PARTF funds can be used more efficiently.

| PARTF Scoring System for Grants                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Applicant: Town of Harrisburg</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Project: Harrisburg Park Redevelopment – Phase 1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>A. Planning: (20 possible points)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p><b>1. Site Specific Master Plan for the park and/or greenway system Master Plan (10 points)</b></p> <ul style="list-style-type: none"><li>• This item does not apply for applications proposing only land acquisition</li><li>• Please refer to pages 31-33 for the required components of the plan</li></ul> <p>a. <input checked="" type="checkbox"/> The applicant has a master plan created or revised within the past five years for the project site and the project conforms to the plan.</p> <p style="padding-left: 40px;">Date the plan was produced: October 9, 2017 (9 points)</p> <p>or</p> <p>b. <input type="checkbox"/> The applicant has a master plan created or revised within the past six years to ten years for the project site and the project conforms to the plan.</p> <p style="padding-left: 40px;">Date the plan was produced: _____ (4 points)</p> <p>c. <input checked="" type="checkbox"/> The local governing board has adopted the master plan.</p> <p style="padding-left: 40px;">Date the plan was adopted: 10/9/2017 (1 point)</p> <p><b>Documentation Required (Number of copies needed – see pages 6 or 7):</b></p> <ol style="list-style-type: none"><li>1. A park master plan or greenway system plan.</li><li>2. A local governing board’s meeting minutes or resolution as documentation of the adoption.</li></ol> |



3. List the page number(s) and tab or highlight where the project is referenced in the plan.

**2. Comprehensive system-wide parks and recreation plan for the local government's jurisdiction (7 points)**

Please refer to page 32 for the required components of the plan

- a. ☒ The applicant has a Comprehensive System-wide Parks and Recreation Plan and the project conforms to the plan.

Date the plan was produced: Parks & Recreation Master Plan – October 2010  
(6 points)

- b. ☒ The local governing board has adopted the system-wide plan.

Date the plan was adopted: 11/10/2010 (1 point)

**Documentation Required (Number of copies needed – see pages 6 or 7):**

1. A comprehensive system-wide parks and recreation plan produced or revised in the past 10 years.
2. A local governing board's meeting minutes or resolution as documentation of the official adoption.
3. List the page number(s) and tab or highlight where the project is referenced in the plan.

**3. 3 to 5-year capital improvement plan for parks and recreation (3 points)**

Please refer to page 33 for the required components of the plan

- ☒ The applicant has a 3-5 year parks and recreation plan or a capital improvement plan for parks and recreation and the project is identified in the plan.

Date the plan was adopted (required): 6/11/2018 (3 points)

**Documentation Required (Number of copies needed – see pages 6 or 7):**

1. A capital improvement plan.
2. A local governing board's meeting minutes or resolution as documentation of their adoption as a part of the local government's budget process.
3. List the page number(s) and tab or highlight where the project is referenced in the plan.

**B. Level of public involvement in developing and supporting the project:  
(15 possible points)**

**1. Public meetings (5 points):**

- ☒ The applicant conducted a public meeting(s) **exclusively** for discussing the PARTF grant project and obtaining comments within the past 24 months. The public supported the project.

Date of the meeting(s): 3/22/2019

**Documentation Required (Number of copies needed – see pages 6 or 7):**

1. Provide a title page that gives the name of applicant, the name of the project and identifies the document as “Public Meetings.”
2. A document describing the means used to widely advertise the meeting; such as newspaper advertisements, Facebook, websites, and community announcements.
3. The minutes, including the discussion of the project, who was present and public comments.

**2. Recreational needs survey (5 points):**

- The survey must be conducted during the past ten years
- Please refer to page 33 for the required components of the survey

- ☐ The results of a survey to determine the recreational needs in the applicant’s jurisdiction show that the citizens support the project.

- The survey must be conducted during the past ten years (October 2010)
- Please refer to page 33 for the required components of the survey

**Documentation Required (Number of copies needed – see pages 6 or 7):**

1. The following information about the survey
  - Copy of the questionnaire
  - Results of the survey
  - Describe how the survey was distributed. (Mail & On-line, 6.7% rate of return)
  - Give the date(s) of distribution and the number of surveys distributed. (October 2010)
  - Provide the number of respondents and demographic information that they are representative of the local government’s jurisdiction. (350 returned surveys from 5,200 homes in Harrisburg)
  - Describe how the results of the survey show that the citizens support the project.
2. Include a title page that gives the name of applicant, the name of the project and identifies the document as “Survey of Recreational Needs.””

**3. Support from civic groups (3 points):**

- ☒ The applicant presented the PARTF grant project to two or more local groups and received support for the project. (Examples: civic groups, neighborhood associations, youth organizations, non-governmental advisory boards, etc.)

**Documentation Required (Number of copies needed – see pages 6 or 7):**

1. Include a title page that gives the applicant's name, the project's name and identifies the document as "Presentations to Local Groups."
2. The agenda, correspondence or other documentation from the groups that confirm the meeting dates and the presentations given by the applicant.

*Note: Letters expressing support for the project do not count as presentations.*

| Name of the Organization     | Date of the Presentation | Meeting agenda or letter from the organization included in the application? |
|------------------------------|--------------------------|-----------------------------------------------------------------------------|
| Harrisburg Business Alliance | 3/28/2019                |                                                                             |
| Rotary Club                  | 4/2/2019                 |                                                                             |
|                              |                          |                                                                             |

**4. Support from a parks and recreation board (2 points):**

- ☒ The applicant presented the PARTF Grant project to the parks and recreation advisory board or a similarly appointed, non-elected group, and received a motion of support for the project.  
Date of the meeting(s): 3/25/2019

**Documentation Required (Number of copies needed – see pages 6 or 7):**

1. Include a title page that gives the name of the applicant, the project and identifies the document as "Presentation to Advisory Board."
2. The minutes from the meeting that include support for the project.

**C. Public recreational facilities provided by the project: (45 possible points)**

Not applicable to land acquisition only projects.

**1. The local government will be building its first public park on property that it owns. (20 points)**☐ Yes ☒ No

Explain:

**2. New, like or renovated facilities to be provided: (30 points)****A maximum of 30 total points will be awarded for the sum of 2a, 2b and 2c.**

a. The project will provide (check one):

- ☐ 3 or more types of new recreational facilities (20 points)
- ☒ 2 types of new recreational facilities (15 points)
- ☐ 1 type of new recreational facility (10 points)

**List the new types of recreational facilities:** Splash Pad, Amphitheaterb. The project will add recreational facilities at the park that are like the facilities that exist at the park.  
The project will add (check one):

- ☒ 3 or more types of recreational facilities (12 points)
- ☐ 2 types of recreational facilities (8 points)
- ☐ 1 type of recreational facility (4 points)

**List the types of recreational facilities:** Adding two Soccer Fields, one Practice Field, Inclusive Play Equipment, Walking Paths, Picnicking Facilities

c. The project will provide major renovation of (check one):

- ☐ 3 or more types of recreational facilities (8 points)
- ☒ 2 types of recreational facilities (6 points)
- ☐ 1 type of recreational facility (4 points)

**List the recreational facilities to be renovated and why each renovation is needed:** Soccer Fields (providing better field orientation and larger fields). Upgrading and expanding picnicking facilities and providing accessibility.**3. The project will provide a trail or greenway (1/4 mile or longer) that links to existing recreation area(s), school(s), downtown businesses, and/or communities located outside of the park. (5 points)**☒ Yes ☐ No**Site plan must show trail linkage (page 14-15). Identify by name and location the existing trail and areas to be linked by the proposed trail:** Connections to Harris Depot Park, Zmax Blvd. and Sims Pkwy, Future Y.

**D.The Suitability of the Site for the Proposed Project. (5 possible points)**

Explanations are needed below to be considered for each point.

1. ☒ The site is suited for the proposed development with minimal adverse impact to the environment. (1 point)

**Please explain:** The passive park redevelopment will predominately use cleared areas already existing in the park for most of the Phase 1 Development. However, approximately 8 additional acres may need to be cleared for development of the new and expanded facilities, currently slated for a YMCA partnership, where the Town and YMCA will share facility space.

2. ☒ The location of the site enhances the park and the public's access to the park. (1 point)

**Please explain:** The existing park is already centrally located in Harrisburg. The extension of Z Max Blvd. through the park will connect into Sims Parkway allowing for a second means of ingress/egress.

3. ☒ The site is enhanced by the adjacent property uses. (1 point)

**Please explain:** The park will continue to serve as a buffer between commercial/business development to the west and the adjoining residential neighborhoods to the east. The redevelopment of Harrisburg Park will increase connectivity to Harris Depot Park to the east.

4. ☒ The proposed site is large enough to adequately accommodate the proposed development. The proposed project will require minimal site preparation considering the geographic region where it is located. (1 point)

**Please explain:** The Town's acquisition of additional acreage, doubling the size of the existing park allows for the development of the new and expanded facilities.

5. The site is free of restrictive easements, overhead powerlines, or other intrusions (1 point):

☒ Yes

☐ No\*

**\*Please describe how the proposed development would be limited or cause a safety hazard for users:**



**E. The applicant's commitment to operating and maintaining the project.**  
(15 possible points)

1. ☒ The applicant has a full-time parks and recreation department that will manage the project site to provide programming and to ensure adequate operation and maintenance. (15 points)
2. ☐ The applicant has a full-time staff, such as a public works, who will manage the project site to ensure adequate operation and maintenance. (8 points)
3. ☐ The applicant will manage the project site with part-time staff or by contractual agreement to ensure adequate operation and maintenance. (4 points)
4. ☐ An organized volunteer group, such as a civic group or youth sports association, will operate and maintain the site. (2 points)

**Provide the name of the organization that will operate and maintain the site:**

Town of Harrisburg Parks & Recreation Department; a Parks & Recreation maintenance facility will be located at the park.

**If the applicant is not going to operate the site with full-time staff, (see #3 & #4), describe how and when the site will be open to the public.**

**F. Land Acquisition (15 possible points)**

(Does not apply for applications proposing development only.)

1. ☐ If not purchased at this time, a significant natural, cultural, recreational, scenic or highly-threatened resource will be used for other purposes. (15 points) \*
2. ☐ The site is an excellent natural and/or recreational resource. (10 points) \*
3. ☐ The site is an average natural and/or recreational resource. (5 points)

**\*Required explanation in detail.**

**What is the specific significant resource?**

**What is the specific potential threat?**

## Attorney's Certification of Site Control for Development Projects

**Local Government:** Town of Harrisburg **Project Name:** Harrisburg Park

**Instructions:** An attorney must certify that the local government has control of the entire site of a proposed development project for providing public recreation by May 1, 2019. The project must be located on a single contiguous site. Please contact your regional consultant about linear parks and greenways.

**Important:** The application can be declared ineligible without this certification.

Exception: This certification is not required for applications only proposing land acquisition or applications proposing to acquire the site of a proposed development project.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <b>1. TYPE OF SITE CONTROL:</b> Indicate the type(s) of control the applicant has for the project site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                              |
| <b>TYPE OF CONTROL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Check all that apply</b>                                                                  |
| <input checked="" type="checkbox"/> <b>Fee Simple Title</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> Entire Site.<br><input type="checkbox"/> Portion of site |
| <input type="checkbox"/> <b>Lease<br/>(25 years or longer)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Entire Site.<br><input type="checkbox"/> Portion of site            |
| <input type="checkbox"/> <b>Easement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Entire Site.<br><input type="checkbox"/> Portion of site            |
| <b>2. LIMITATIONS, CONDITIONS OR ENCUMBRANCES:</b><br><input checked="" type="checkbox"/> No limitations, conditions or encumbrances<br><br>a) For property owned or to be owned by the local government, describe all easements or encumbrances.<br>b) Describe any conditions or limitations in current or proposed leases, easements or use agreements. Include restrictions on the local government's use of the site or the rights to be reserved by the landowner that may impact the local government's ability to complete the project in a timely manner and/ or provide for public recreational use for at least 25 years. Attach additional pages if needed. |                                                                                              |
| <b>3. ATTORNEY'S CERTIFICATION</b><br>I have reviewed the site of the proposed project identified on this page and certify that the information provided above is accurate to the best of my knowledge. The proposed project is will be on one contiguous site.                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                              |
| NAME (Printed/Typed) <u>Richard M. Koch</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                              |
| TITLE <u>Town of Harrisburg - Town Attorney</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                              |
| SIGNATURE <u>Richard M. Koch</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Date <u>Nov, 7, 2018</u>                                                                     |

# DRAFT

## Environmental Review

Project Name: Town of Harrisburg Local Government: Harrisburg Park Redevelopment – Phase 1

**All applicants who are proposing any development** (roads, buildings, ball fields) with a PARTF grant must provide the following information to help determine the proposed project's impact on the environment. Project design should minimize adverse impacts on the environmentally sensitive features of the site. Each item must be accurately and adequately addressed to allow the Department Natural and Cultural Resources to determine if the proposed project will comply with the requirements of the State Environmental Policy Act (SEPA).

1. **Site Description:** Describe in detail the existing or proposed park property including the park acreage (for land and water), topography, streams, lakes and any significant natural resources that are on or adjacent to the site. Attach a separate page if needed. *The existing portion of the park is relatively flat and fairly open with a few stands of trees. The additional acreage is a combination of woodlands, rolling fields, and a small wooded wetland.*

2. **Past/Current Property Use:** What are the past/current uses of the property? Examples: Urban/developed, forest, agricultural, industrial site, landfill, water, or wetland. Attach a separate page if needed. *The existing 33.7 acres of Harrisburg Park has been operating as an active park for several years and is also home to the Harrisburg Branch of the Cabarrus County Public Library system. The additional 40.5 acres has been undeveloped for many years and is primarily forested with mixed hardwoods of maple, oak & pine.*

Also, if the property has been contaminated (examples: brownfield sites), all clean up actions must be completed before a PARTF project can begin. Use this space to describe any clean up actions that are needed.

3. **Wetlands:** Describe any wetland areas on the site including the acreage (see "Resources" on page 3 for help in identifying wetlands). Describe any disturbance of wetlands needed to develop the proposed project. Please state if no wetlands exist on the site. Attach a separate page if additional space is needed as well as a wetlands delineation map. *There is a wooded wetland, just under one acre, along a stream on the western portion of the site. Another small stream exists on the far western corner of the property as well. A small wetland, pond and stream exists on the eastern part of the site at Harris Depot Park, but away from the proposed park development for Harrisburg Park. All wetlands and streams have been delineated and have protective buffers established.*

4. **Floodplains:** Describe any floodplain areas within or adjacent to the site and delineate floodways. See the "Resources" section on page 3 for help in identifying floodplains. Please state if none exist. Attach a separate page if needed, especially for delineating 100 year floodways and floodplains. *No floodplains or floodways exist on this site.*

5. **Tree and wildlife species:** Describe the predominant tree and wildlife species on or adjacent to the site. Attach a separate page if needed. *Tree species include: Maple, Oak, Cottonwood, Ash, Sycamore, Pine, Sweetgum & Poplar. Predominate wildlife include: Deer, Rabbits, Squirrels, Raccoon, non-game Birds & Opossum.*

6. **Archaeological or historical sites:** List any known archaeological or historical sites within the project site or in the vicinity of the site. Has the area been surveyed by an archaeologist? If so, when and by whom? (See “Resources” on page 3 for help in identifying cultural resources). Attach a separate page if needed. *There are no known archaeological or historical sites within the Harrisburg Park site. The old Harrisburg Post Office and a historic corncrib have been relocated from other parts of Harrisburg to Harris Depot Park located just east of Harrisburg Park.*

7. **Existing Structures:** List all existing recreational facilities and other structures on the site, regardless of their age. Indicate if any structure is more than 50 years old. Provide a photograph and pertinent historical information about the structure(s) which are 50 years or greater. Indicate whether any existing structure(s), regardless of age, will either be demolished or renovated for recreational use by the proposed project? Attach a separate page if needed. *There are two existing brick structures that house restrooms/concessions and storage that will be demolished and replaced. There is a wooden shelter next to the existing playground that will be replaced. There is a small prefab maintenance building and two small prefab storage buildings, all to be replaced. An existing timber shelter and restroom unit at the east end of the park will remain.*

8. **Utilities:** Describe any existing utility easements within the site; including the width and length. Also, describe the existing water, sewer, and road systems at the site. Describe any water, sewer, or road systems included in the proposed project. Attach a separate page if needed. *The site is bounded by a Norfolk Southern rail line to the south. The site is accessed from Sims Parkway, the existing roadway into the park. A second access will come in from an extension of Z Max Boulevard. An existing sanitary sewer crosses the existing soccer fields to connect to the main line running between the existing soccer fields and the rail line. A relocation of the sewer line will occur to move the line around the fields. Sewer lines also cross the site at the far west end of the park and along the side of the wetlands to businesses off the property. There is an existing water line along Sims Parkway that services three fire hydrants within the existing park.*

9. **Ground Disturbance / Site Clearing:** How many acres are to be disturbed and/or cleared for the proposed development? *Approximately 8 acres, additional, will be disturbed and/or cleared.*

10. **New Facilities:** If a new indoor facility is proposed, how large is the facility’s footprint or square feet of ground covered? *Picnic Shelters/Concessions/Restrooms/Amphitheater at approximately 12,000 square feet total.* Also, if a greenway or trail is proposed, include its approximate length \_\_\_\_\_ feet, width \_\_\_\_\_ feet and surface \_\_\_\_\_ (such as natural, gravel, paved, etc.) *Approximately 5,000 LF of paved walking loops and sidewalks are provided within the park.*

11. **Permits:** List all permits that have been or will be applied for or received, such as erosion control, CAMA or U.S. Army Corps of Engineers permits. Attach a separate page if needed. Include a brief discussion and documentation of your interactions with permitting agencies. *An erosion control permit will need to be obtained from NCDEQ and building permits from Cabarrus County will need to be obtained prior to any development. All design will need to go through the Harrisburg Technical Review Committee.*

Some projects will require an additional evaluation called an “environmental assessment” if they are selected for funding. A project will usually need an environmental assessment if any of the following are

proposed in the project:

- An expenditure of \$10 million in funds provided by the state of North Carolina for a single project or action or related group of projects or action
  - **Or** land-disturbing activity of equal to or greater than 10 acres of public lands resulting in substantial, permanent changes in the natural cover or topography of those lands (or waters)
- An action by a state agency, and
- Has a potential detrimental environmental effect upon natural resources, public health and safety, natural beauty, or historical or cultural elements, of the state's common inheritance.

The PARTF program will notify the applicant if an environmental assessment or additional information is needed. The grantee must complete the environmental assessment before signing the PARTF contract and beginning the project.





Client:  
**ALFRED BENESCH  
&  
COMPANY**

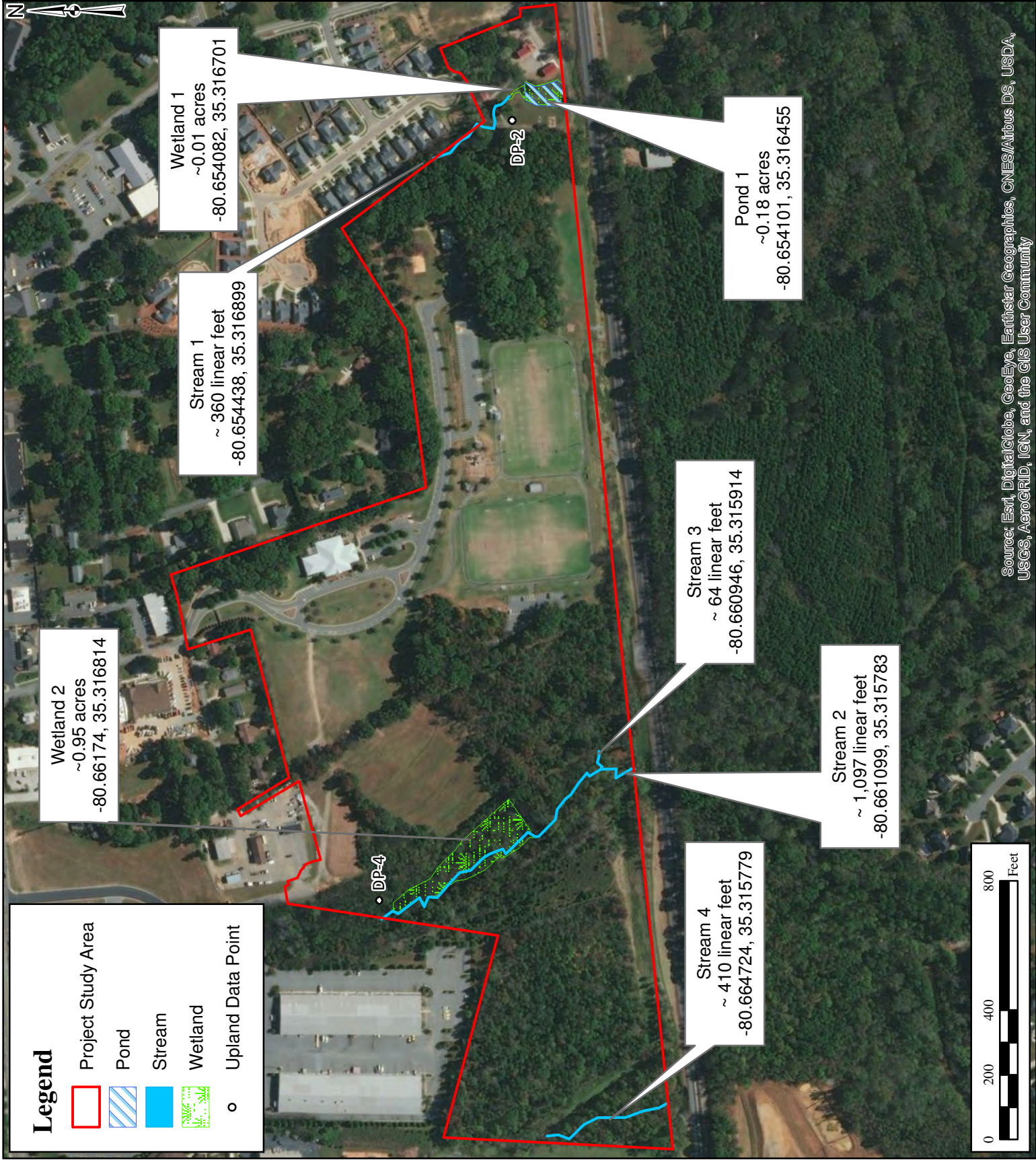
Project:  
**HARRISBURG PARK  
CABARRUS COUNTY  
NORTH CAROLINA**

Title:  
**APPROXIMATE WATERS  
OF THE U.S. AND  
WETLANDS LOCATION  
MAP**

Notes:  
1. Jurisdictional waters of the U.S. were delineated by ECS during the field reviews conducted on July 24, 2018.  
2. The features depicted have been verified by USACE on September 27, 2018.  
This map is intended for planning purposes.

|                                   |                                               |
|-----------------------------------|-----------------------------------------------|
| Drawn By:<br><b>KJV</b>           | Checked By:<br><b>WBF</b>                     |
| Approved By:<br><b>WBF</b>        | Date:<br><b>07/25/2018</b><br>revised 9/27/18 |
| ECS Project No.<br><b>49-7399</b> |                                               |

**FIGURE 6**





**HarrisburgNC**  
The right side of opportunity  
**Capital Improvement Plan - FY 2019 - 2028**  
**General Fund - Parks & Recreation**

| Item                                                          | Project<br>Number | Fiscal Year |           |            |         |         |         |         |         |         |         | Totals     |
|---------------------------------------------------------------|-------------------|-------------|-----------|------------|---------|---------|---------|---------|---------|---------|---------|------------|
|                                                               |                   | 2019        | 2020      | 2021       | 2022    | 2023    | 2024    | 2025    | 2026    | 2027    | 2028    |            |
| Project and acquisition expenditures by function:             |                   |             |           |            |         |         |         |         |         |         |         |            |
|                                                               |                   |             |           |            |         |         |         |         |         |         |         |            |
| Park Improvements                                             |                   |             |           |            |         |         |         |         |         |         |         |            |
| Greenway Easement Acquisition                                 | 2019-5000-001     | 60,000      | 60,000    | 60,000     | 60,000  | 60,000  | 60,000  | 60,000  | 60,000  | 60,000  | 60,000  | 600,000    |
| Harris Depot Pond Restoration                                 | 2019-5000-003     | 35,000      | -         | -          | -       | -       | -       | -       | -       | -       | -       | 35,000     |
| Retaining/Seat Wall (Stallings Park)                          | 2019-5000-004     | 30,000      | -         | -          | -       | -       | -       | -       | -       | -       | -       | 30,000     |
| Pharr Mill Playground Replacement                             |                   | -           | -         | -          | 175,000 | -       | -       | -       | -       | -       | -       | 175,000    |
| Harrisburg Elementary Common Area Project                     | 2019-5000-005     | 125,000     | -         | -          | -       | -       | -       | -       | -       | -       | -       | 125,000    |
| Back Creek Greenway - Phase I - Natural Surface               |                   |             | 250,000   |            | -       | -       | -       | -       | -       | -       | -       | 250,000    |
| Back Creek Greenway - Phase II - Natural Surface              |                   | -           | -         | 300,000    | -       | -       | -       | -       | -       | -       | -       | 300,000    |
| Back Creek Greenway - Phase III - Natural Surface             |                   | -           | -         | -          | 300,000 | -       | -       | -       | -       | -       | -       | 300,000    |
| Rocky River Greenway Design/Build Documents                   |                   | -           | -         | 150,000    | -       | -       | -       | -       | -       | -       | -       | 150,000    |
| Rocky River Greenway - Phase I - Natural Surface              |                   | -           | -         | -          | -       | 300,000 | -       | -       | -       | -       | -       | 300,000    |
| Rocky River Greenway - Phase II - Natural Surface             |                   | -           | -         | -          | -       | -       | 300,000 | -       | -       | -       | -       | 300,000    |
| Rocky River Greenway - Phase III - Natural Surface            |                   | -           | -         | -          | -       | -       | -       | 300,000 | -       | -       | -       | 300,000    |
| Rocky River Greenway - Phase IV - Natural Surface             |                   | -           | -         | -          | -       | -       | -       | -       | 300,000 | -       | -       | 300,000    |
| Rocky River Greenway - Phase V - Natural Surface              |                   | -           | -         | -          | -       | -       | -       | -       | -       | 300,000 | -       | 300,000    |
| Tennis Court Resurfacing (Stallings Park)                     |                   | -           | -         | -          | -       | -       | -       | -       | -       | 40,000  | -       | 40,000     |
| Parking Lot Resurfacing (Stallings Park)                      |                   | -           | -         | -          | -       | -       | -       | -       | 100,000 | -       | -       | 100,000    |
| Parking Lot Resurfacing (Pharr Mill Park)                     |                   | -           | -         | -          | -       | -       | -       | -       | -       | -       | 125,000 | 125,000    |
| Veterans Plaza Development (CPF)                              | 2019-5000-006     | 25,000      | 500,000   | -          | -       | -       | -       | -       | -       | -       | -       | 525,000    |
|                                                               |                   |             |           |            |         |         |         |         |         |         |         |            |
| Buildings/Facilities                                          |                   |             |           |            |         |         |         |         |         |         |         |            |
|                                                               |                   |             |           |            |         |         |         |         |         |         |         |            |
| Pharr Mill Maintenance Building                               |                   | -           | -         | -          | 75,000  | -       | -       | -       | -       | -       | -       | 75,000     |
| Harrisburg Park Development Phase II - Community Center (CPF) |                   | -           | -         | 12,000,000 | -       | -       | -       | -       | -       | -       | -       | 12,000,000 |
| Land Acquisition                                              |                   |             |           |            |         |         |         |         |         |         |         | -          |
| Harrisburg Park Development Phase I (CPF)                     | 2019-5000-007     | 350,000     | 6,650,000 | -          | -       | -       | -       | -       | -       | -       | -       | 7,000,000  |
| Library Renovations (remodel work, roofing, windows, etc.)    |                   | -           | -         | -          | -       | -       | 150,000 | -       | -       | -       | -       | 150,000    |
| Library HVAC replacement                                      |                   | -           | -         | -          | -       | -       | -       | 40,000  | -       | -       | -       | 40,000     |
|                                                               |                   |             |           |            |         |         |         |         |         |         |         |            |
| Equipment                                                     |                   |             |           |            |         |         |         |         |         |         |         |            |
|                                                               |                   |             |           |            |         |         |         |         |         |         |         |            |
| Parks Surveillance System (Harrisburg/Pharr Mill)             | 2019-5000-008     | 25,000      | -         | -          | -       | -       | -       | -       | -       | -       | -       | 25,000     |
| Christmas Decorations Replacement/Update                      | 2019-5000-009     | 35,000      | -         | -          | -       | -       | -       | -       | -       | -       | -       | 35,000     |
| Events Trailer                                                | 2019-5000-010     | 5,500       | -         | -          | -       | -       | -       | -       | -       | -       | -       | 5,500      |
|                                                               |                   |             |           |            |         |         |         |         |         |         |         |            |
| Heavy Equipment                                               |                   |             |           |            |         |         |         |         |         |         |         |            |
|                                                               |                   |             |           |            |         |         |         |         |         |         |         |            |
| John Deere Tractor Replacement                                |                   | -           | -         | -          | -       | 25,000  | -       | -       | -       | -       | -       | 25,000     |
| Zero Turn Mower Replacement                                   |                   | -           | -         | 18,000     | -       | -       | -       | -       | -       | -       | 20,000  | 38,000     |
| Zero Turn Mower Replacement                                   |                   | -           | -         | -          | -       | 18,000  | -       | -       | -       | -       | -       | 18,000     |
| Reel Mower (Turf Mower Replacement)                           |                   | -           | -         | 30,000     | -       | -       | -       | -       | -       | -       | 35,000  | 65,000     |
| Loader Replacement                                            |                   | -           | -         | -          | -       | -       | -       | -       | 75,000  | -       | -       | 75,000     |
| Kubota 4trax Replacement                                      |                   | -           | -         | -          | -       | -       | -       | 30,000  | -       | -       | -       | 30,000     |
| Gator Replacement                                             |                   | -           | -         | -          | -       | -       | 20,000  | -       | -       | -       | -       | 20,000     |
| Groomer Replacement                                           |                   | -           | -         | -          | -       | -       | -       | -       | -       | -       | 25,000  | 25,000     |
| Backhoe Replacement                                           |                   | -           | -         | -          | -       | -       | -       | -       | -       | -       | 125,000 | 125,000    |
|                                                               |                   |             |           |            |         |         |         |         |         |         |         |            |
| Vehicles                                                      |                   |             |           |            |         |         |         |         |         |         |         |            |
|                                                               |                   |             |           |            |         |         |         |         |         |         |         |            |
| Dump Truck (New)                                              | 2019-5000-011     | 47,000      | -         | -          | -       | -       | -       | 47,000  | -       | -       | -       | 94,000     |
| 5004 Replace Chevy 1500 (250+ thousand miles) 2001            | 2019-5000-012     | 35,000      | -         | -          | -       | -       | -       | 35,000  | -       | -       | -       | 70,000     |
| 5005 Replace Ford Explorer 2016                               |                   | -           | -         | -          | 35,000  | -       | -       | -       | -       | -       | 40,000  | 75,000     |
| 5006 Replace Chevy Single Cab (Adams) 2016                    |                   | -           | -         | -          | 35,000  | -       | -       | -       | -       | -       | 40,000  | 75,000     |
| 5001 Replace Chevy 2500 (Dales) 2015                          |                   | -           | -         | 36,000     | -       | -       | -       | -       | -       | 40,000  | -       | 76,000     |
| 5002 Replace Chevy 2500 (Garrisons) 2015                      |                   | -           | -         | 36,000     | -       | -       | -       | -       | -       | 40,000  | -       | 76,000     |
| 5007 Replace Chevy quad cab (fire donor) 2007                 |                   | -           | -         | -          | 36,000  | -       | -       | -       | -       | -       | 40,000  | 76,000     |
| 5003 Replace Ford-250 2015                                    |                   | -           | -         | 35,000     | -       | -       | -       | -       | -       | 40,000  | -       | 75,000     |



**HarrisburgNC**  
The right side of opportunity  
**Capital Improvement Plan - FY 2019 - 2028**  
**General Fund - Parks & Recreation**

| Item                               | Project Number | Fiscal Year    |                  |                   |                  |                  |                  |                  |                  |                  |                  | Totals            |
|------------------------------------|----------------|----------------|------------------|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
|                                    |                | 2019           | 2020             | 2021              | 2022             | 2023             | 2024             | 2025             | 2026             | 2027             | 2028             |                   |
| <b>Total project expenditures</b>  |                | <b>772,500</b> | <b>7,460,000</b> | <b>12,665,000</b> | <b>716,000</b>   | <b>403,000</b>   | <b>530,000</b>   | <b>512,000</b>   | <b>535,000</b>   | <b>520,000</b>   | <b>510,000</b>   | <b>24,623,500</b> |
| <b>Financing Sources:</b>          |                |                |                  |                   |                  |                  |                  |                  |                  |                  |                  |                   |
| Operating revenues                 |                | 350,000        | -                | -                 | -                | -                | -                | -                | -                | -                | -                | 350,000           |
| Capital Reserve Fund               |                | 392,500        | 860,000          | 665,000           | 716,000          | 403,000          | 530,000          | 512,000          | 535,000          | 520,000          | 510,000          | 5,643,500         |
| Fund balance                       |                | -              | -                | -                 | -                | -                | -                | -                | -                | -                | -                | -                 |
| Installment financing              |                | -              | 6,600,000        | 12,000,000        | -                | -                | -                | -                | -                | -                | -                | 18,600,000        |
| Grants                             |                | -              | -                | -                 | -                | -                | -                | -                | -                | -                | -                | -                 |
| Powell Bill                        |                | -              | -                | -                 | -                | -                | -                | -                | -                | -                | -                | -                 |
| Fee in Lieu of                     |                | -              | -                | -                 | -                | -                | -                | -                | -                | -                | -                | -                 |
| <b>Unfunded</b>                    |                | <b>30,000</b>  | <b>-</b>         | <b>-</b>          | <b>-</b>         | <b>-</b>         | <b>-</b>         | <b>-</b>         | <b>-</b>         | <b>-</b>         | <b>-</b>         | <b>30,000</b>     |
| <b>Total financing sources</b>     |                | <b>772,500</b> | <b>7,460,000</b> | <b>12,665,000</b> | <b>716,000</b>   | <b>403,000</b>   | <b>530,000</b>   | <b>512,000</b>   | <b>535,000</b>   | <b>520,000</b>   | <b>510,000</b>   | <b>24,623,500</b> |
| <b>Impact on operating budget:</b> |                |                |                  |                   |                  |                  |                  |                  |                  |                  |                  |                   |
| Installment financing payments     |                | -              | 650,000          | 630,000           | 1,765,000        | 1,710,000        | 1,680,000        | 1,630,000        | 1,600,000        | 1,550,000        | 1,500,000        | 12,715,000        |
| Increased operating costs          |                | -              | -                | -                 | -                | -                | -                | -                | -                | -                | -                | -                 |
| Decreased operating costs          |                | -              | -                | -                 | -                | -                | -                | -                | -                | -                | -                | -                 |
| Increased/decreased revenues       |                | -              | -                | -                 | -                | -                | -                | -                | -                | -                | -                | -                 |
| <b>Total Operating Impact</b>      |                | <b>-</b>       | <b>650,000</b>   | <b>630,000</b>    | <b>1,765,000</b> | <b>1,710,000</b> | <b>1,680,000</b> | <b>1,630,000</b> | <b>1,600,000</b> | <b>1,550,000</b> | <b>1,500,000</b> | <b>12,715,000</b> |

CPF - The budget and funding for these projects will be shown in the Parks and Recreation Capital Projects Fund.