



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

**August 10, 2020
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. This will be a teleconferenced meeting via the Zoom platform. The public may listen to the meeting at the following link:

<https://us02web.zoom.us/j/88477677703?pwd=T3BIL3FNdGtKMjdXdStEY1VpWnRzQT09>

Meeting ID: 884 7767 7703

Password: 386648

Or join by phone:

Dial:

301 715 8592
929 205 6099

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

2. CONSENT AGENDA

- A. Consider the minutes of the July 13, 2020 Town Council meeting.
- B. To set a public hearing for September 14, 2020 to consider the adoption of Harrisburg's Community Transportation Plan

- C. To set a public hearing for September 14, 2020 to consider the annexation of property at 7800 Robinson Church Rd (Howie property)-H2019-03-(R).
- D. To set a public hearing for September 14, 2020 to consider the Conditional Rezoning and Zoning Map Amendment for property at 7800 Robinson Church Rd. (Howie property) H2019-03-(R)

3. COMMUNICATIONS

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

4. PUBLIC HEARINGS

5. OLD BUSINESS

6. NEW BUSINESS

- A. Consideration of the Town of Harrisburg EO 124/142 Utility Account Payment Arrangement Program and Amended FY2021 COVID-19 Schedule of Fees
- B. Consideration of Lease Renewal for AT&T Cellular Equipment at the Existing Water Tower on Rocky River Road
- C. Consideration of Legal Adoption of the Highway 49 Corridor Special Revenue Fund
- D. Consideration of Resolution Approving the Financing Terms for Fire Engine #2 and Related Financing Agreement
- E. Consideration of Back Creek Greenway Property Acquisition Contract and Capital Outlay Restructuring
- F. Staff Workforce Plan Relating to COVID-19
- G. Consideration of Appointment to the Cabarrus County Public Library Board of Trustees

7. ACTION ITEMS

8. CLOSED SESSION

9. ADJOURNMENT

Town of Harrisburg's Vision Statement

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



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the July 13, 2020 Town Council meeting.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the July 13, 2020 Town Council meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. July 13 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, JULY 13, 2020
6:00 PM**

MINUTES

This meeting was a teleconferenced meeting via the Zoom platform due to current COVID-19 restrictions.

Mayor Steve Sciascia called the meeting to order.

PRESENT: Mayor Steve Sciascia; Mayor Pro-Tem Ron Smith, Councilmembers Diamond Staton-Williams, Ian Patrick, Rick Russo, Rodney Dellinger, Troy Selberg (joined the meeting at 6:05 pm)

ABSENT: Councilmember John Booth

**1A.
ZOOM NOTIFICATION**

The Zoom meeting link and details were published and advertised before the meeting took place and were shown on the agenda.

**1B.
AGENDA ADOPTION**

One agenda change was proposed:

- Move Item 2F out of the Consent Agenda and add it as Item 6I under New Business.

MOTION:

Mayor Pro-Tem Smith made a motion to adopt the agenda with the change proposed. Second was made by Councilmember Russo. **The motion passed 5-0.**

**1B.
INVOCATION**

Councilmember Russo conducted the invocation.

**1C.
PLEDGE OF ALLEGIANCE**

**1D.
SPECIAL PRESENTATIONS**

- Chuck Collier, Racial Equity Cabarrus - spoke concerning the racial equity workshops they have been holding since March of 2018. There is a 3-hour course available on July 25 that will discuss the characteristics of modern-day racial inequity. There will be another one on July 30. Encouraged those who are on the Harrisburg Town Council Task Force to attend. The cost is \$25 and he will send the Mayor the link to sign up.

**1E.
PUBLIC COMMENT**

Town Manager Haynes Brigman read one comment that was submitted via email.

- Michael Campbell, 7828 Grimsby Circle, Harrisburg – commented concerning Councilmember Staton-Williams comments from last month, shutting down conversation between Councilmembers.

From the Zoom meeting:
None

2.

CONSENT AGENDA

- A. Consider the minutes of the June 8, 2020 Town Council Meeting.
- B. Consider the minutes of the June 8, 2020 Closed Session.
- C. Consider the minutes of the June 10, 2020 Closed Session.
- D. Consider a resolution to adopt the 2020 Cabarrus/Stanly/Union Regional Hazard Mitigation Plan.
- E. Consider FY2021 Budget Ordinance Amendment for the replacement of a damaged law enforcement vehicle.
- F. Consider FY2021 Budget Ordinance Amendment for the recognition of a CARES Act distribution.

MOTION:

Mayor Pro-Tem Smith made a motion to approve the Consent Agenda minus Item 2F which has been moved to New Business. Second was made by Councilmember Russo. **The motion passed 6-0.**

3A.

COMMUNICATIONS

TOWN MANAGER/FINANCE REPORT

Manager Report:

- Excited and proud to announce that the Charlotte Business Journal named the Town of Harrisburg the healthiest employer in the Charlotte region for larger employers. We have a very robust Wellness Program for our employees and it's very nice to be recognized for that. Thanked Council for supporting our Wellness efforts.
- We held art contests for July 4th this year and we want to congratulate all the winners. Winners will be announced on our website and social media and once we open up, artwork will be displayed in Town Hall.
- Harrisburg Park renovation has had several delays caused by wet weather this spring as well as vendor issues due to COVID-19. We are hopeful the park will open in early to mid-August. We had planned a reopening event for August 29, but because we are still in Phase 2 of the Governor's COVID-19 response we will have to look at later dates for that event.
- Currently Town staff is following the Governor's mask mandate and wearing masks at Town facilities and in public. Once we reopen facilities, we have to decide whether we will require the public to wear masks at our Town facilities, which will include buildings, parks, etc. We are not looking to reopen just yet, but it is something we have to think about. After some discussion, the following action was taken:

MOTION:

Mayor Pro-Tem Smith made a motion to require the public to wear masks at all Town facilities, with the exception of youth and adults athletes participating in Town athletic programs. Second was made by Councilmember Staton-Williams. **The motion passed 6-0.**

Finance Report:

Finance Director Brian Lee presented the finance report.

3B.

COMMUNICATIONS

MAYOR'S COMMENTS

- Sustainability Committee met this week and we are changing our direction a little bit. We are currently creating by-laws so the committee can become a full-fledged committee of the Town. We are also going to focus on green education for residents and implementing a green leaf program for neighborhoods.
- Council's Racial Equity Task Force will hold its first meeting on July 20.
- Asked about demonstration permits – Mr. Brigman stated that we currently do not have these types of permits, but we are working with law enforcement and Planning staff to come up with something. We will be bringing those to Council for approval at a future meeting.

3C.

COMMUNICATIONS

COUNCIL'S COMMENTS

Mayor Pro-Tem Smith

- Congratulations to Lee Connor on his promotion to Assistant Town Manager.
- The new shade apparatus at Stallings Road Park has been installed.
- Sent NCDOT revenue update to Council for review.

Councilmember Russo

- Congratulations to Lee Connor on his promotion to Assistant Town Manager.
- Got an email recently about kids playing in the fountain at Veteran's Park. Mr. Brigman stated that signage will be added there to try to prevent that.
- Old Fire Station #2 – would like to see the Town move forward with the sale of that property. At least get it appraised.

MOTION:

Councilmember Russo made a motion to have the property appraised with a second from Mayor Pro-Tem Smith. **The motion passed 6-0.**

Councilmember Selberg

- The Framework for Future, a non-profit leadership organization made up of local high school students, presented our first responders with N95 masks and gloves recently.
- Harrisburg Business Alliance is back open for business and will resume our meetings via Zoom.

Councilmember Patrick

- Congratulations to Mr. Brigman and Ms. Sharif on the Healthiest Employer Award. Sure there was a lot of work that went into that.
- Congratulations to Brian Lee on his promotion to Finance Director.
- Recently attended the kick-off meeting of the UDO committee. Just want everyone to be aware that the process of updating the UDO has begun and if there is any additional policy direction Council would like give, it would be best to do it sooner rather than later.

4A.

PUBLIC HEARING

None

5A.

OLD BUSINESS

None

6A.

NEW BUSINESS

Consider Sheriff's Department Contract renewal. The Town enters into an agreement annually with the Cabarrus County Sheriff's Department for additional law enforcement services within the Town of Harrisburg. This contract renews annually, unless there are changes or modifications to the contract.

For FY2021, the County has implemented several changes to the contract. The changes in the FY2021 contract, compared to the FY2020 contract are listed below:

- The addition of an Administration Fee. The County suggests this fee is to overcome any administrative expenses incurred by the Sheriff's Department to oversee and manage our contract. The original Administrative Fee presented to the Town was 10% of the personnel costs associated with the contract, or roughly \$140,000. Town staff negotiated this fee down to \$75,000 annually.

- The Town will be charged the average salary for each position classification assigned to the Town. The Town had previously been charged the 65th percentile for the salary for each position classification, so this will create some positive savings for the Town.
- The County will continue to provide two deputies paid for by the County. The original proposal would have required the Town to begin paying for a portion of these two deputies' salaries until the Town paid for 100% of their salaries by FY2023. Staff was able to negotiate these salaries to remain 100% covered by the County, a savings of approximately \$140,000.
- The County would be responsible for the purchase and insurance costs associated with vehicles and equipment. The Town currently purchases all vehicles and equipment related to the law enforcement contract. Town staff was able to negotiate that while the County will purchase and own the vehicles and equipment, the replacement of those vehicles and equipment would be dictated by the Town, and the County would donate the vehicles to the Town at the time they are replaced. This allows the Town to re-assign the vehicles for use within our own fleet or surplus the vehicles.
- The Town will not pay for vacant positions that extend beyond thirty (30) days. The previous contract stated that the Town would not pay for vacant positions that extended beyond forty-five (45) days.
- The new contract will extend for a period of four (4) years, with one (1) year renewal options available at the end of the initial four (4) year period. The Town has the option to opt out of the contract if it gives six (6) months notice.
- Two new positions will be funded in FY2021; one Sergeant and one Investigator.

The biggest two impacts of these changes are related to the additional expense of the Administrative Fee and the change from the Town purchasing vehicles as part of our Capital Improvement Plan to those vehicles being purchased under the contract with the County.

After months of negotiations with the County, they have indicated that the proposed contract is their final offer of service to the Town. It is important to note that Sheriff Shaw does not, and did not, support or request these changes, but rather they were implemented by the County's administrative office. While staff does not completely support the changes implemented in this new contract, it represents the Town's best option for providing additional law enforcement services to our residents and businesses.

After some discussion, the following action was taken:

MOTION:

Councilmember Selberg made a motion to approve the contract for law enforcement services with the Cabarrus County Sheriff's Department as presented. Second was made by Councilmember Staton-Williams. **The motion passed 6-0.**

Mr. Brigman stated he would like confirmation from Council that it is okay to allow the Sheriff's Department to onboard the two new officers approved in the FY2021 budget and purchase their vehicles as soon as possible.

MOTION:

Councilmember Russo made a motion to allow the Sheriff's Department to move forward with onboarding the two new officers approved in the FY2021 budget and purchasing the vehicles for those officers as soon as possible. Second was made by Councilmember Selberg. **The motion passed 6-0.**

6B.

NEW BUSINESS

Discussion of the Town's Public Hearing and TIA processes as a result of the COVID-19 pandemic. As a result of the COVID-19 pandemic, Town Council meetings have been in a virtual format for the last several months, and it is currently unclear when these meetings may go back to being held in person. Challenges such as social distancing of the audience when in-person meetings resume may also limit the number of audience members that can attend these meetings.

In order to efficiently accommodate property owners, applicants, and commercial and residential development in Harrisburg, staff is proposing a process for the Council to consider in order to move business forward during what

appears to be a prolonged period of time before we return to normal meeting activity. Some of these recommendations may also be kept in place after we return to more normal meeting proceedings as well.

The State has recently provided guidance for conducting Public Hearings while in person meetings are unable to take place. This guidance requires us to hold a Public Hearing during one meeting, but only allow for a vote on the matter to occur at a future meeting.

In addition to the public hearing process, many of our rezoning and commercial development applications require a traffic impact analysis (TIA) to determine the public transportation improvements required of the development. The impact of COVID-19 has certainly impacted 'normal' traffic flow in our community (school traffic and regular workplace commutes have dramatically changed or gone away). With the unknowns of school and workplace travel habits returning to normal, this impacts how we have traditionally drawn upon data for our TIA processes.

It is important for the Town to come up with a process that allows potential developments to proceed forward during this time, as we do not want to have a handful of new developments coming before Council in a short time period once our meetings return to a more normal setup, and we also do not want to have business and residential development stop for an undetermined and likely extended period of time.

Staff would like to present the following recommendations for consideration:

Regarding Public Hearings:

- Staff recommends that Public Hearings be heard during the Council meeting immediately following the recommendation from the Planning Board (as currently is done).
- The Public Hearing will continue as we have typically done, but during virtual meetings, we will offer the public multiple ways to present their comments or questions (via voicemail, email, and live during the meeting).
- The Council will close the Public Hearing, but not vote on the item until the following month's Council meeting.
- The period of time between the Public Hearing and the second Council meeting will give the public and Town Council an opportunity to get additional feedback from the staff and applicant on the project. This prevents the Council from having to make a quick decision, process a lot of information in a short period of time, or make a decision without full comprehension of the project. It also gives the developer the opportunity to answer any questions or make adjustments that the Council may wish to see.
- During the second Council meeting, Town staff will provide feedback and answers to questions posed by the public during the Public Hearing. The Town Council will also have additional time for questions and discussions. Once these discussions are complete, the Council will then vote on the item.

Staff feels this gives the public ample opportunity to provide feedback and ask questions about the project, and also gives the applicant ample time to provide answers to questions or consider any changes requested by Council for the project. Staff would also recommend that Council consider using this two-meeting process for Public Hearings once we return to normal meetings.

Regarding Traffic Impact Analysis:

- Staff recommends that the Council accept using previously collected data from NCDOT, Transportation Plans, existing development projects, and future development projects, etc. to assist in creating a baseline for traffic data. There is a lot of historical data and studies that can be used, in combination with growth factors, to project traffic data for current and future uses. The growth factor applied to these older data sets will help more accurately project the outcomes of the TIA.
- With the volume of traffic during peak hours being impacted by COVID-19 (no school, altered travel habits for the workforce, etc.), the emphasis of the TIA would shift to focusing on where the traffic is going (for instance, what percentage of cars are turning left at this intersection). This type of analysis is similarly effective in determining the need for additional turn lanes, etc.
- Staff, along with NCDOT and our third-party traffic consultant would review the data to determine what traffic improvements are necessitated by the development. If there was a traffic improvement that may have just barely fallen under the threshold of being necessary based on the data from the TIA, the team will ensure that improvement is part of the consideration of the project.

- This process is not all that different from the process currently in place, it just changes the emphasis of the TIA from traffic volume to traffic movement and relies on existing data with growth factors applied versus real-time data captured by traffic counters. Both of these changes to how the data is achieved can be effectively used by traffic engineers to predict future impacts of development. Our Engineering team and Planning team feel confident that this will be an effective solution until peak traffic flow returns to normal (which may not occur for a significant period of time).

There are several development projects that are waiting for direction from Town staff on how to proceed forward, and until we establish a process that Council is comfortable with, these commercial and residential projects are stalled.

Council had many questions about the proposed processes, particularly about how to make sure we get the most accurate information possible in the TIA process.

After much discussion, the following actions were taken:

MOTION:

Mayor Pro-Tem Smith made a motion to approve the temporary changes to the Public Hearings process as proposed. Second was made by Councilmember Selberg. **The motion passed 6-0.**

Staff will work on a permanent process and bring that back to Council at a later date.

MOTION:

Councilmember Selberg made a motion to approve the proposed changes to the Traffic Impact Analysis (TIA) process for a period of six months. Second was made by Councilmember Staton-Williams. **The motion passed 4-2 (Mayor Pro-Tem Smith and Councilmember Dellinger voting against).**

The process will be reviewed after six months to see if it is working or needs to be amended.

6C.

NEW BUSINESS

H2018-01 (S) Allburn Residential Subdivision Preliminary Plat time extension. The Preliminary Plat for Allburn Subdivision H2018-01-(S) was reviewed and approved by Town Council in July 2018 upon receiving the recommendation from the Planning and Zoning Board. As stated in Article 6 - Subdivision Regulations of the Harrisburg Unified Development Ordinance (UDO), the Subdivision Final Plat is to be recorded within two (2) years of Preliminary Plat approval. The Town Council may grant a one-year extension after a review and recommendation by the Planning and Zoning Board.

Staff has been reviewing the Construction Documents for the Subdivision. It is unlikely that the developer will be able to get staff approval of Construction Documents and record the Subdivision Plat before its Preliminary Plat expiration in July 2020. Therefore, staff began the process of the extension in June 2020 with the Planning and Zoning Board. The P&Z Board has made the recommendation to Council to extend this preliminary plat for another 12 months.

Applicant is requesting that the previously approved Preliminary Plat for Allburn Subdivision be extended for one year (July 2021) to allow them time to complete the Construction Documents and Record the Subdivision Plat.

After some discussion, the following action was taken:

MOTION:

Councilmember Selberg made a motion to approve the time extension request (one year) for the previously approved Preliminary Plat H-2018-01(S) to July 2021. Second was made by Staton-Williams. **The motion passed 6-0.**

6D.

NEW BUSINESS

Consider appointments to the Planning and Zoning Advisory Board. There are three (3) positions on the Planning and Zoning Board whose appointment terms expired on June 30, 2020. The board vacancy application was posted on the Town's website and social media on May 21st and applications were accepted until June 15, 2020. A total of eight (8) applications were received, including the three (3) incumbents who wish to continue serving on the Planning and Zoning (P&Z) Board.

The P&Z Board utilized their process of selecting and vetting applicants, which includes a P&Z subcommittee to review and interview applicants and ultimately make their recommendations to the Town Council. As part of that process, incumbents applying for re-appointment are not interviewed and are recommended to retain their positions. However, if there is a vacancy on the Board, all new applicants are interviewed and a recommendation made from that consideration.

All expiring term members (3) applied for re-appointment for the next term, and the P&Z Board unanimously agreed to continue with the incumbents and thus did not establish a subcommittee and subsequently conduct interviews.

The Planning Board is recommending re-appointments of all 3 incumbents.

After some discussion, the following action was taken:

MOTION:

Councilmember Selberg made a motion to approve the reappointment of Andy Rathke, Thelma Thorne-Chapman and Jake Carpenter to the Planning and Zoning Board and going forward all applicants will be interviewed before a recommendation is made to Council. Second was made by Councilmember Staton-Williams. **The motion failed 4-2 (Mayor Pro-Tem Smith and Councilmembers Dellinger, Patrick and Russo voting against).**

Council would like all applicants to be interviewed before recommendations are made. After further discussion, the following actions were taken:

MOTION:

Mayor Pro-Tem Smith made a motion to extend the terms for Andy Rathke, Thelma Chapman and Jake Carpenter for 60 days to give the Planning Board time to interview all of the applicants. Second was made by Councilmember Dellinger. **The motion passed 6-0.**

MOTION:

Councilmember Selberg made a motion to make adjustments to all Town advisory board by-laws to require that all applicants are interviewed each time terms end or there is a vacancy. Second was made by Mayor Pro-Tem Smith. **The motion passed 6-0.**

6E.

NEW BUSINESS

Consider contract with DE Walker Construction for the decommissioning of the Britley #2 Pump Station, a capital improvement project, and the related Declaration of Intent to Reimburse. Town Staff identified several pump stations eligible for decommissioning by extending the gravity sewer into interceptors controlled by the Water and Sewer Authority of Cabarrus County (WSACC).

Britley #2 Pump Station was identified to be decommissioned, which will lower electricity costs, maintenance costs, and eliminate future upgrades. This project originally had a construction budget of \$861,000 and engineering budget of \$125,000 for a total of \$986,000.

The scope of this project when it was budgeted was to run a long sewer extension (1350') parallel to the creek and connect to the Reedy Creek to avoid a creek crossing due to a creek crossing being difficult to construct and requiring a permit that the Town may not have been able to secure for the work. During the initial design phase Town staff redesigned the project and reduced the scope to see if we could secure the permitting and build the creek

crossing to make a shorter run and save the Town 1,000 extra feet of sewer and substantial construction costs.

Town staff was successful in finding a location and design that worked in order to secure the permitting and build a creek crossing including 400 LF of 8-inch gravity sewer that will be constructed from the existing Britley #2 Pump Station and connect to the existing WSACC interceptor. Due to this, the Town needed much less detailed design engineering. We previously awarded a contract to Gavel and Dorn for approximately \$38,000 in the previous fiscal year, instead of the \$125,000 budgeted for the larger project.

The Town is also constructing a much smaller project that achieves the exact same goal, and the contract for the work will be \$236,300 instead of the budgeted amount of \$861,000 for the larger project.

Due to this redesign by Town staff allowing for a smaller, more efficient project, the project will be designed and built for approximately \$275,000, saving the Town approximately \$711,000 compared to the original project and associated estimate. This project was intended to be financed, so with the lower total project costs, the Town will realize savings on the annual debt service payments for this project. Town staff will also be able to salvage equipment from the pump station when it is taken offline.

After some discussion, the following action was taken:

MOTION:

Councilmember Russo made a motion to award a contract with D.E. Walker Construction for the decommissioning of the Britley #2 Pump Station in the amount of \$236,300 and the related Declaration of Official Intent to Reimburse. Second was made by Councilmember Dellinger. **The motion passed 6-0.**

6F.

NEW BUSINESS

Consider contract with Red Clay for the construction of the Sims Parkway turn lane addition and signal modifications.

Per the Harrisburg Unified Development Ordinance, new development is required to perform a Traffic Impact Analysis. The Harrisburg Park expansion met the threshold for the Traffic Impact Analysis (TIA). The TIA was phased to be consistent with the phasing of the park expansion. The first phase triggered intersection improvements at the intersection of Sims Parkway and Highway 49. Additional improvements to be made in Phase 2, with the construction of the YMCA Facility, will be conducted at a later date.

The improvements include additional sidewalk, addition of a turn lane, and signal modifications at the intersection. Additionally, the intersection will become more accessible with new pedestrian crossing markings and pedestrian signals. The new sidewalks will be ADA-accessible.

After some discussion, the following action was taken:

MOTION:

Councilmember Russo made a motion to approve a contract with Red Clay for the construction of the Sims Parkway turn lane addition and signal modifications in the amount of \$222,731.66. Second was made by Councilmember Patrick. **The motion passed 6-0.**

6G.

NEW BUSINESS

Consider approval of financing of Fire Engine #2 and select the financing institution. Fire Engine #2 is currently being built and is expected to be delivered to the Fire Department in August 2020.

The total cost to be financed for the Fire Engine, including legal and financing costs, is set at \$615,000, equal to the approved budget for the purchase of this engine.

Davenport Public Finance is assisting with the issuance of this debt, as it has for the past few debt issuances, including sending a request for proposals out to over 100 lenders. The Davenport team reviewed the seven responses received with Town staff and together recommend selecting Truist Bank as the lender for the Fire Engine.

Some of the key financing terms are as follows:

- \$615,000 total loan value
- 10-year repayment schedule with semi-annual level-principal plus interest payments
- Interest rate of 1.74%
- Bank Qualified

After some discussion, the following action was taken:

MOTION:

Councilmember Russo made a motion to approve financing for the purchase of Fire Engine #2 and to select Truist Bank as the financing institution, with terms to include a 10-year repayment period at an interest rate of 1.74%. Second was made by Mayor Pro-Tem Smith. **The motion passed 6-0.**

6H.

NEW BUSINESS

Finance Director Oath of Office. Over the last couple of years, Brian Lee has been working as the Town's Deputy Finance Director. During this time, he has been trained and prepared to take over as Finance Director, at such time as the current Assistant Town Manager/Finance Director moved solely into the Assistant Town Manager role. This change took effect on July 1, 2020. Thus, it is now necessary for Brian Lee to take the oath of office for the Town's Finance Director.

Oath was administered by Mayor Sciascia.

6I.

NEW BUSINESS

Consider FY2021 Budget Ordinance Amendment for the recognition of a CARES Act distribution. Under HB 1043, a Coronavirus Relief Reserve was established in North Carolina to provide local governments access to funding received as part of the Coronavirus Relief Fund (CRF) established under the federal CARES Act. The funds were delivered to Cabarrus County and although not required to, the County has decided to distribute a portion of these funds to its municipalities based on the same distribution method used to distribute sales taxes.

On June 1st, the Town submitted a detailed listing of expenditures incurred to date that were the result of the COVID-19 pandemic, including information technology services and equipment, screening equipment, required communications, building and safety improvements, masks and other PPE, and cleaning and sanitizing products. In addition to these costs already incurred, departments submitted their projected PPE needs in order for staff to safely work in Town facilities over the coming months. Finance staff is currently applying for a PPE-related grant through FEMA, so these costs have been separated and excluded from these reimbursement requests in order to maintain FEMA-grant eligibility, maximizing the available funds from each source. Departments also submitted their additional IT equipment needs to expand the Town's remote accessibility and performance at a prolonged distance.

The Town received an award of \$62,668.76 from Cabarrus County for expenditures that were or are required due to the public health emergency related to COVID-19, which were not already planned or budgeted for.

The Town incurred approximately \$28,000 of eligible non-PPE expenditures in FY2020 related to sanitation, building modifications, entry-screening equipment, and other minor IT additions. This portion of the distribution will be allocated back to those existing expenditures, leaving \$35,000 for the remainder of the Town's remote connectivity requirements.

This afternoon we received notice that we will receive an additional \$112,000. We will allocate all funds to a single line item in Council's budget that will allow us to distribute funds to departments as necessary without artificially inflating each department's budget going forward.

After some discussion, the following action was taken:

MOTION:

Mayor Pro-Tem Smith made a motion to approve the FY2021 Budget Ordinance Amendment for the recognition of a CARES Act distribution. Second was made by Councilmember Selberg. **The motion passed 6-0.**

7.

ACTION ITEMS

- Move forward with getting an appraisal on the old Fire Station #2.

8.

CLOSED SESSION

None

9.

ADJOURNMENT:

MOTION:

There being no further business, Councilmember Russo made a motion to adjourn the meeting. Second was made by Mayor Pro-Tem Smith. **The motion passed 6-0.**

ATTEST:

Steve Sciascia, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

To set a public hearing for September 14, 2020 to consider the adoption of Harrisburg's Community Transportation Plan

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

To set a public hearing for September 14, 2020 to consider the adoption of Harrisburg's Community Transportation Plan.

Description/Background:

Town Council approved the contract in June 2019 to kick-off a 10-month Planning Process (\$75,000 budget) to create Harrisburg's Community Transportation Plan (CTP).

The plan's objective was to identify the transportation needs for motorists, bicyclists, pedestrians and transit in the community. The community-driven planning process established a vision for the transportation system in Harrisburg, identifying needs and deficiencies, recommending specific projects and strategies, and creating an action plan for implementation.

The goal of the CTP was to:

- Create and document current conditions inventory of our transportation system.
- Align the recommendations from HALUP and other plans to provide recommended transportation improvements.
- Identify key corridors and create recommended cross-section design
- Prioritize projects and provide planning level cost estimates along with an implementation action plan.
- This document will serve as our local transportation plan to be included in the Cabarrus-Rowan MPO's Comprehensive Transportation Plan (CTP).

A Public Hearing is requested for September 14, 2020 to consider the adoption of the Harrisburg CTP. A presentation will be provided to the Town Council on the final DRAFT of the plan. Due to the current state of virtual meetings, this item will be recessed until the October meeting where additional discussion will be made and staff will ask for adoption of the plan.

Recommendation:

Staff recommends setting the public hearing to consider the adoption of Harrisburg's Community Transportation Plan.

Fiscal Impact:

No fiscal impact.

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

To set a public hearing for September 14, 2020 to consider the annexation of property at 7800 Robinson Church Rd (Howie property)-H2019-03-(R).

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

Motion to set a public hearing for September 14, 2020 to consider the annexation of the property at 7800 Robinson Church Rd (Howie property) H2019-03-(R).

Description/Background:

The Public Hearing is requested for September 14, 2020 to consider the annexation of the property at 7800 Robinson Church Rd (Howie property) H2019-03-(R). The property is in the Town's ETJ, applicant has requested rezoning of this property to allow for age-restricted single-family homes on the site. A public hearing for the consideration of the rezoning of the property will also be held on September 14th.

The public hearing for the rezoning associated with this project is also requested to be scheduled during the September 14, 2020 Town Council meeting (as a separate item in the Consent Agenda).

Recommendation:

Staff recommends setting the public hearing to consider annexation of the property at 7800 Robinson Church Rd (H2019-03-R).

Fiscal Impact:

The annexation has no direct fiscal impact as a result of the annexation itself, however, the result of the development on the annexed properties will both generate additional property tax revenues for the Town and add to the costs associated with providing the additional homes with Town services.

Attachments:

1. Petition Requesting Annexation
2. Legal Property Description
3. Property Map
4. Certificate of Sufficiency
5. Resolution Fixing Date of Public Hearing



Harrisburg NC

The right side of opportunity

PETITION REQUESTING ANNEXATION

DATE: 10/30/19

TO THE TOWN COUNCIL OF THE TOWN OF HARRISBURG

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

2. The area to be annexed is:

☒ CONTIGUOUS

☐ NON-CONTIGUOUS

to the Town of Harrisburg and the boundaries of such territory are:

☒ ATTACHED

☐ DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A"

3. A sealed survey is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Harrisburg.

4. SIGNATURE OF OWNERS

NAME

ADDRESS

Ann H Wolfe POA For

Carolyn O. Howie PO Box 248

HARRISBURG, NC

28075

PIN 55075084100000



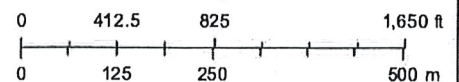
Property Real ID	01-016 -0053.00	Parcel PIN	55075084100000
Physical Address:	7800 ROBINSON CHURCH RD HARRISBURG NC 28075	Land Units	32.99
Owner Name 1:	HOWIE PARKS H	Land Units Type	AC
Owner Name 2:	HOWIE CAROLYN O WF	Land Value	1127130
Mailing Address:	P O BOX 248	Building Value	118640
Mail City:	HARRISBURG	Assessed Value	217140
Mail State:	NC	Market Value	1260830
Mail Zip:	28075		

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

Map Created By Cabarrus County IT Department
Data Sources: Cabarrus County Land Records

Sources: Esri, HERE, Garmin, Intermap, Increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

1:9,028



Print Date: October 30, 2019

	<u>Zoning</u>	<u>Name / Owner</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
	<u>Original Site</u>	<u>RE</u>	<u>Property #55075084100000</u>	<u>7800 ROBINSON CHURCH RD.</u>	<u>HARRISBURG</u>	<u>NC</u>
						<u>28075</u>
1	RE	Vincent & Kary Love	8140 ROBINSON CHURCH RD	Harrisburg	NC	28075
2	RM 1	BRIDGE POINTE HOMEOWNERS ASSOCIATION INC; C/O CUSICK COMMUNITY MGMT LLC	11111 CARMEL COMMONS BLVD STE 410	Charlotte	NC	28226
3	RM 1	BRIDGE POINTE HOMEOWNERS ASSOCIATION INC; C/O CUSICK COMMUNITY MGMT LLC	11111 CARMEL COMMONS BLVD STE 410	Charlotte	NC	28226
4	RE	Betty B. Lee	7725 ROBINSON CHURCH RD	Harrisburg	NC	28075
5	RE	Ossama Bianouni	7910 TOTTENHAM DR	Harrisburg	NC	28075
6	RE	Betty B. Lee	7725 ROBINSON CHURCH RD	Harrisburg	NC	28075
7	RE	Joshua & Linda Goodman	7535 ROBINSON CHURCH RD	Harrisburg	NC	28075
8	RE	Walter & Betti Howie	7600 ROBINSON CHURCH RD	Harrisburg	NC	28076
9	RE	John & Barbara Howie	4848 TOM QUERY ROAD	Harrisburg	NC	28077
10	RE	Ruby Harris	4949 TOM QUERY RD	Harrisburg	NC	28078
11	RM 1	David & Kimberlee Harman	7837 TOTTENHAM DRIVE	Harrisburg	NC	28079
12	RM 2	Casey Johnson	7845 TOTTENHAM DR	Harrisburg	NC	28080
13	RM 3	Robert & Angela Brown	7853 TOTTENHAM DRIVE	Harrisburg	NC	28081

14	RM 4	James & Carolyn Stubbs	7861 TOTTENHAM DR	Harrisburg	NC	28082
15	RM 5	Nicholas & Virginia Lieto	7869 TOTTENHAM DR	Harrisburg	NC	28083
16	RM 6	Victoria Minchin	7901 TOTTENHAM DR	Harrisburg	NC	28084
17	RM 7	Maura Cooper & Stuart Ott	7909 TOTTENHAM DR	Harrisburg	NC	28085
18	RM 8	Kenneth & Darlene Seibert	7917 TOTTENHAM DRIVE	Harrisburg	NC	28086

Being located in Number 1 Township, Town of Harrisburg, Cabarrus County, North Carolina and being more particularly described as follows:

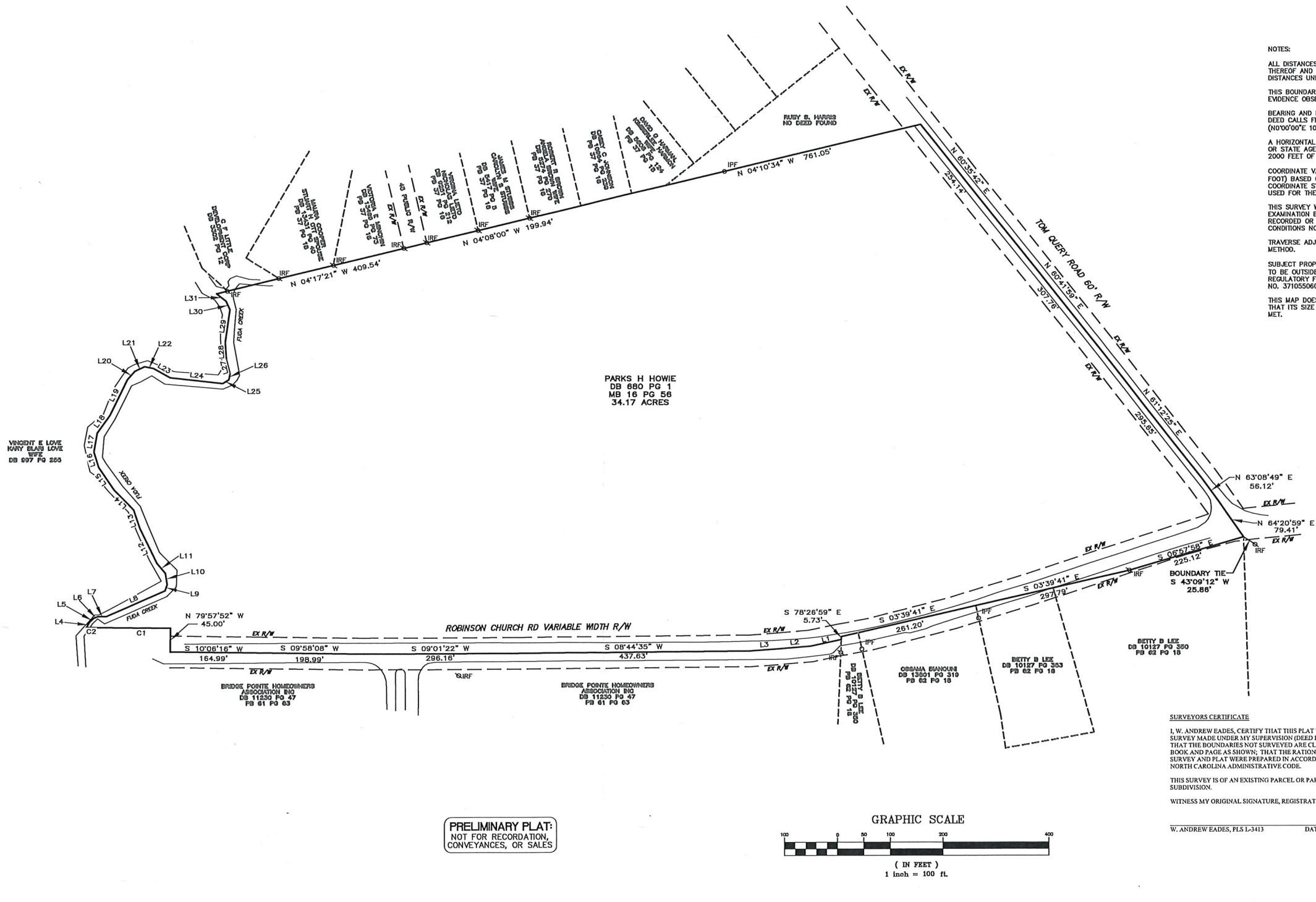
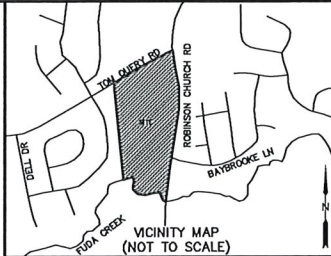
Beginning at a point in the centerline of Tom Query Road having NC Grid Coordinates of N: 571,136.87, E: 1,505,352.79, said point being the northeastern corner of Ruth S. Harris, and runs thence from the point of beginning along the centerline of Tom Query Road the following calls: 1) N 60° 35' 42" E 254.14 to a computed point; 2) N 60° 41' 59" E 307.76' to a computed point; 3) N 61° 12' 25" E 295.65' to a computed point; 4) N 63° 08' 49" E 56.12 to a computed point; 5) N 64° 20' 59" E 79.41' to a computed point, said point being the northwestern corner of Betty B. Lee as recorded in DB 10127 PG 18; thence S 6° 57' 58" E 225.12' to a found iron rod; thence S 3° 39' 41" E 297.79' to a computed point; thence S 3° 39' 41" E 261.20' to a computed point; thence S 78° 26' 59" E 5.73' to a computed point in the centerline of Robinson Church Road; thence with the centerline of Robinson Church Road the following seven (7) calls: 1) S 2° 39' 57" E 59.08' to a computed point; 2) S 4° 15' 07" W 59.14' to a computed point; 3) S 5° 18' 18" W 57.04' to a computed point; 4) S 8° 44' 35" W 437.63' to a computed point; 5) S 9° 01' 22" W 296.16' to a computed point; 6) S 9° 58' 08" W 198.99' to a computed point; 7) S 10° 06' 16" W 164.99' to a computed point; thence leaving the centerline of Robinson Church Road N 79° 57' 52" W 45.00' to a set iron rod on the western right of way of Robinson Church Road; thence with the western right of way of Robinson Church Road along a circular curve having a radius of 15,645.00', an arc length of 146.31', and a chord bearing and distance of S 9° 46' 03" W 146.31' to a set iron rod; thence again with the western right of way of Robinson Church Road along a circular curve having a radius of 4,345.00', an arch length of 13.31', and a chord bearing and distance of S 9° 24' 42" W 13.31' to a point in the centerline of Fuda Creek; thence with the centerline of Fuda Creek the following twenty-eight (28) calls: 1) thence N 47° 41' 21" W 12.35' to a computed point; 2) thence N 34° 27' 01" W 10.52 to a computed point; 3) thence N 11° 25' 55" W 7.93' to a computed point; 4) thence N 7° 51' 23" W 16.93' to a computed point; 5) thence N 14° 29' 22" W 120.59' to a computed point; 6) thence N 60° 22' 14" W 12.56' to a computed point; 7) thence N 89° 46' 11" W 21.65' to a computed point; 8) thence S 58° 32' 31" W 24.99' to a computed point; 9) thence S 73° 21' 29" W 74.22' to a computed point; 10) thence S 80° 48' 58" W 36.20' to a computed point; 11) thence S 54° 48' 23" W 52.16' to a computed point; 12) thence S 65° 11' 40" W 52.52' to a computed point; 13) thence S 81° 58' 53" W 30.42' to a computed point; 14) thence N 70° 48' 13" W 36.67' to a computed point; 15) thence N 45° 07' 45" W 41.75' to a computed point; 16) thence N 54° 56' 39" W 75.01' to a computed point; 17) N 38° 22' 54" W 21.23' to a computed point; 18) N

15° 27' 47" W 20.45' to a computed point; 19) thence N 20° 04' 27" E 17.10' to a computed point; 20) thence N 38° 43' 31" E 36.05' to a computed point; 21) thence N 15° 34' 48" E 100.36' to a computed point; 22) thence N 21° 26' 51" W 13.35' to a computed point; 23) thence N 69° 16' 14" W 10.79' to a computed point; 24) thence S 85° 37' 08" W 27.46' to a computed point; 25) thence N 84° 42' 51" W 33.90' to a computed point; 26) thence N 72° 40' 36" W 62.72' to a computed point; 27) S 75° 25' 21" W 17.59' to a computed point; 28) thence S 46° 36' 55" W 22.78' to a computed point, thence leaving the centerline of Fuda Creek and running with the eastern line of the Fenton-Dell Subdivision as recorded in PB 37 at Page 18 N 4° 17' 21" W 409.54' to a found iron rod; thence N 4° 08' 00" W 199.94' to a found iron pipe; thence N 4° 10' 34" W 761.05' to the point and place of BEGINNING. Said parcel contains 34.17 acres, more or less.

LEGEND

- | | |
|--------|-------------------|
| ○ AX | AXLE |
| ○ IRPF | IRON PIPE FOUND |
| ○ IRF | (AS DESCRIBED) |
| ○ IRF | IRON ROD FOUND |
| ○ AI | (AS DESCRIBED) |
| ○ PKF | ANGLE IRON |
| ○ PKF | PK NAIL FOUND |
| ○ PKS | PK NAIL SET |
| ○ | SET IRON ROD |
| ○ | (TRANSVERSE) |
| ○ | SET IRON ROD |
| ○ | (# REBAR) |
| ○ RR | R.R. SPIKE |
| ■ CMF | CONCRETE MONUMENT |
| ■ CMS | (FOUND) |
| ■ CMS | CONCRETE MONUMENT |
| ■ | (SET) |
| ■ | HUB (FOUND) |
| ■ | HUB (SET) |
| ▲ | NAIL (FOUND) |
| ▲ | NAIL (SET) |
| ▲ | NAIL (SET) |

***THIS MAP MAY NOT BE A CERTIFIED SURVEY**
and has not been reviewed by a local
government agency for compliance with any
applicable land development regulations and
has not been reviewed for compliance with
recording requirements for plats.*



LINE	BEARING	DISTANCE
1	S 02° 39' 57" E	59.08
2	S 01° 07' 47" W	74.55
3	S 05° 18' 18" W	57.04
4	N 47° 41' 21" W	12.35
5	S 01° 07' 47" W	74.55
6	N 11° 25' 52" E	76.93
7	N 07° 51' 23" E	16.93
8	S 01° 07' 47" W	74.55
9	N 66° 52' 14" W	21.55
10	N 89° 46' 11" W	12.65
11	S 01° 07' 47" W	74.55
12	S 3° 21' 29" W	74.22
13	S 04° 58' 19" E	36.20
14	S 5° 58' 23" W	52.18
15	S 01° 07' 47" W	74.55
16	S 81° 58' 53" W	30.42
17	N 74° 48' 13" E	36.67
18	S 01° 07' 47" W	74.55
19	N 54° 58' 39" E	75.01
20	N 38° 22' 54" W	21.23
21	S 01° 07' 47" W	74.55
22	N 20° 04' 27" E	117.10
23	N 38° 43' 51" E	36.05
24	S 01° 07' 47" W	74.55
25	N 21° 26' 58" W	13.35
26	N 69° 16' 14" W	10.79
27	N 21° 26' 58" W	13.35
28	N 84° 52' 51" W	33.30
29	N 72° 40' 36" E	66.72
30	S 01° 07' 47" W	74.55
31	E 46° 56' 55" W	27.78

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	146.31'	15645.00'	0°32'09"	S 09°46'03" W	146.31'
C2	13.31'	4345.00'	0°10'32"	S 09°24'42" W	13.31'

[illegible]

McKIM & CREED

8020 Tower Point Drive
Charlotte, North Carolina 28227
Phone: (704)841-2588, Fax: (704)841-2567
F-1222

Internet Site: <http://www.mckimcreed.com>

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

SURVEYORS CERTIFICATE

I, W. ANDREW EADES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS SHOWN; THAT THE RATION OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS SURVEY AND PLAT WERE PREPARED IN ACCORDANCE WITH TITLE 21, CHAPTER 56, SECTION 1600 OF THE NORTH CAROLINA ADMINISTRATIVE CODE.

THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW ROAD OR SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 4TH DAY OF NOVEMBER, 2019.

W. ANDREW EADES, PLS L-3413

DATE: 11-04-19

PRELIMINARY BOUNDARY
OF
ROBINSON CHURCH ROAD
FOR
EPCON COMMUNITIES

DATE: NOVEMBER 2019 SCALE: 1" = 100'
HARRISBURG CABARRUS COUNTY NORTH CAROLINA

PROJECT # : 077720002
PROJ. SVYR : WAE
DRAWN BY : WEH
FIELD BK. :
COMP. FILE :
SHEET # : 1 OF 1

DWG. # : ROBINSON CHURCH PRELIM BND



CERTIFICATE OF SUFFICIENCY

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

I, Janet Rackley, Clerk, do hereby certify that I have investigated the petitions attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 26th day of February 2020.




Janet Rackley, Clerk



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31**

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on September 14, 2020.

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

Being located in Number 1 Township, Town of Harrisburg, Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at a point in the centerline of Tom Query Road having NC Grid Coordinates of N: 571,136.87, E: 1,505,352.79, said point being the northeastern corner of Ruth S. Harris, and runs thence from the point of beginning along the centerline of Tom Query Road the following calls: 1) N 60° 35' 42" E 254.14 to a computed point; 2) N 60° 41' 59" E 307.76' to a computed point; 3) N 61° 12' 25" E 295.65' to a computed point; 4) N 63° 08' 49" E 56.12 to a computed point; 5) N 64° 20' 59" E 79.41' to a computed point, said point being the northwestern corner of Betty B. Lee as recorded in DB 10127 PG 18; thence S 6° 57' 58" E 225.12' to a found iron rod; thence S 3° 39' 41" E 297.79' to a computed point; thence S 3° 39' 41" E 261.20' to a computed point; thence S 78° 26' 59" E 5.73' to a computed point in the centerline of Robinson Church Road; thence with the centerline of Robinson Church Road the following seven (7) calls: 1) S 2° 39' 57" E 59.08' to a computed point; 2) S 4° 15' 07" W 59.14' to a computed point; 3) S 5° 18' 18" W 57.04' to a computed point; 4) S 8° 44' 35" W 437.63' to a computed point; 5) S 9° 01' 22" W 296.16' to a computed point; 6) S 9° 58' 08" W 198.99' to a computed point; 7) S 10° 06' 16" W 164.99' to a computed point; thence leaving the centerline of Robinson Church Road N 79° 57' 52" W 45.00' to a set iron rod on the western right of way of Robinson Church Road; thence with the western right of way of Robinson Church Road along a circular curve having a radius of 15,645.00', an arc length of 146.31', and a chord bearing and distance of S 9° 46' 03" W 146.31' to a set iron rod; thence again with the western right of way of Robinson Church Road along a circular curve having a radius of 4,345.00', an arch length of 13.31', and a chord bearing and distance of S 9° 24' 42" W 13.31' to a point in the centerline of Fuda Creek; thence with the centerline of Fuda Creek the following twenty-eight (28) calls: 1) thence N 47° 41' 21" W 12.35' to a computed point; 2) thence N 34° 27' 01" W 10.52 to a computed point; 3) thence N 11° 25' 55" W 7.93' to a computed point; 4) thence N 7° 51' 23" W 16.93' to a computed point; 5) thence N 14° 29' 22" W 120.59' to a computed point; 6) thence N 60° 22' 14" W 12.56' to a computed point; 7) thence N 89° 46' 11" W 21.65' to a computed point; 8) thence S 58° 32' 31" W 24.99' to a computed point; 9) thence S 73° 21' 29" W

74.22' to a computed point; 10) thence S 80° 48' 58" W 36.20' to a computed point; 11) thence S 54° 48' 23" W 52.16' to a computed point; 12) thence S 65° 11' 40" W 52.52' to a computed point; 13) thence S 81° 58' 53" W 30.42' to a computed point; 14) thence N 70° 48' 13" W 36.67' to a computed point; 15) thence N 45° 07' 45" W 41.75' to a computed point; 16) thence N 54° 56' 39" W 75.01' to a computed point; 17) N 38° 22' 54" W 21.23' to a computed point; 18) N 15° 27' 47" W 20.45' to a computed point; 19) thence N 20° 04' 27" E 17.10' to a computed point; 20) thence N 38° 43' 31" E 36.05' to a computed point; 21) thence N 15° 34' 48" E 100.36' to a computed point; 22) thence N 21° 26' 51" W 13.35' to a computed point; 23) thence N 69° 16' 14" W 10.79' to a computed point; 24) thence S 85° 37' 08" W 27.46' to a computed point; 25) thence N 84° 42' 51" W 33.90' to a computed point; 26) thence N 72° 40' 36" W 62.72' to a computed point; 27) S 75° 25' 21" W 17.59' to a computed point; 28) thence S 46° 36' 55" W 22.78' to a computed point, thence leaving the centerline of Fuda Creek and running with the eastern line of the Fenton-Dell Subdivision as recorded in PB 37 at Page 18 N 4° 17' 21" W 409.54' to a found iron rod; thence N 4° 08' 00" W 199.94' to a found iron pipe; thence N 4° 10' 34" W 761.05' to the point and place of BEGINNING. Said parcel contains 34.17 acres, more or less.

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

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

To set a public hearing for September 14, 2020 to consider the Conditional Rezoning and Zoning Map Amendment for property at 7800 Robinson Church Rd. (Howie property) H2019-03-(R)

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

Motion to set a public hearing for September 14, 2020 to consider the Conditional Rezoning and Zoning Map Amendment for property at 7800 Robinson Church Rd. (Howie property) H2019-03-(R).

Description/Background:

Epcon Communities, on behalf of the property owners (Parks and Carloyn Howie) has submitted a request to rezone approximately 32.85 acres located at the southwest corner of the intersection of Robinson Church Road and Tom Query Road (PIN 55075084100000). The applicant proposes to develop 77 age-restricted single-family detached residential dwellings. To achieve this, the applicant is requesting that the property be rezoned from the current Rural Estate (RE) district to Conditional Residential Village (CZ-RV) in accordance with the site plan submitted with the application.

A Public Hearing and Action on this matter was previously taken during the April 13, 2020 Town Council meeting. With COVID-19 and use of the remote meeting platform for the first time in April, there were some technical difficulties during the hearing and Town Council has agreed to re-hear the case at their September meeting. In line with State Statutes that have since been put in place, the public hearing will be recessed to the October 2020 meeting for Town Council to consider and make a decision.

A Public Hearing is requested for September 14, 2020 to consider the rezoning of the property at 7800 Robinson Church Rd. (Howie property) H2019-03-(R). A public hearing for the consideration of the annexation of the property will also be held on September 14th.

Recommendation:

Staff recommends setting the public hearing to consider the Conditional Rezoning and Zoning Map Amendment for property at 7800 Robinson Church Rd. (Howie property) H2019-03-(R).

Fiscal Impact:

None.

Attachments:

1. Conditional Rezoning Application (1)
2. 7800 Robinson Ch Rd- Site Location Map (1)
3. H_2019_03_R Staff Report TC (1)
4. Robinson Church Rd 04022020-SKETCH PLAN rev (2)

5. Epcon-ElevationExamples (1)
6. Neighborhood Meeting Summary for H2019-03 Robinson Church Road (2) (1)



APPLICATION FOR CONDITIONAL REZONING

Applications for a Conditional District must be accompanied by an application for a Zoning Map Amendment.

1. Please submit fifteen (15) copies of a complete development plan in conformance with Appendix B, Section B-4 of the UDO (all conditional rezoning applications shall include a site specific development plan which, if approved, shall be binding on the property in question). If approved, a zoning site plan review and approval will be required to receive a zoning compliance permit. For specific requirements, please see the form entitled "Site Plan Requirements".
2. Please list the specific permitted land use(s) that you are proposing. Land use(s) shall be chosen from Article 4.6 in the Harrisburg UDO titled "Use Regulations" and shall correspond to the Zoning District requested.

Age Restricted detached Residential

3. Please list any specific conditions that you would be willing to impose as part of this application (example: no outside storage permitted on-site, increased buffer width, etc.).

This will be a 55 and older age restricted community with walking trails and
an amenity area for the residents. Additional berms and landscaping will be
provided within the proposed lots in addition to the required buffers. Epcon
proposes on all homes to have painted composite siding with stone & brick accents
and architectural shingles.



Harrisburg NC

The right side of opportunity

Owner Information

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

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

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

Property Owner Carolyn Howie

Address PO Box 248
Harrisburg, NC 28075

Phone _____

Fax _____

Signature James H. Wolfe POA

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

OFFICIAL USE ONLY:

Petition Number: _____

Date Filed: _____

Received By: _____



APPLICATION FOR ZONING MAP AMENDMENT

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

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

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

Overview of the Rezoning Process:

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

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



Subject Property Information

1. Street Address 7800 Robinson Church Road
2. PIN(s) (10 digit#) 5507 -- 50 -- 8410 ; -- -- --
3. Deed Reference Book Null Page
4. Township # 1

Description of Subject Property

5. Size (square feet or acreage) 32.85 Acres
 6. Street Frontage (feet) 3000
 7. Current Land Use Residential (One home)
 8. Surrounding Land Use and Zoning Classification
 - North: Zoning RE Land Use Residential
 - South: Zoning RE Land Use Residential
 - East: Zoning RE, RM-1 Land Use Residential
 - West: Zoning RE, RM-1 Land Use Residential
 9. Request to Change Zoning From RE to CZ-RV
 10. Is this a request for a Conditional Rezoning? YES NO
- (If YES, you must also submit an application for a Conditional Rezoning)
11. Purpose for Request: A 76 Lot Age-restricted Community
- _____
- _____
- _____
- _____
- _____
- _____



HarrisburgNC

The right side of opportunity

Owner/Agent/Applicant Information

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

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

12. Property Owner

Carolyn Howie

Address

PO Box 248, Harrisburg, NC 28075

Phone

Fax

Email:

Signature

James H. Wolfe POA

13. Agent (if any)

Address

Phone

Fax

Email

Signature

14. Applicant (if any)

Epcon Communities

Address

11020 David Taylor Dr., Suite 106
Charlotte, NC 28262

Phone

704-589-4821

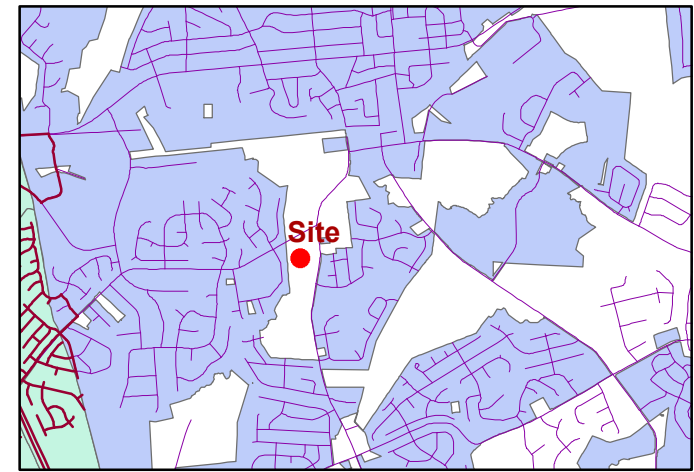
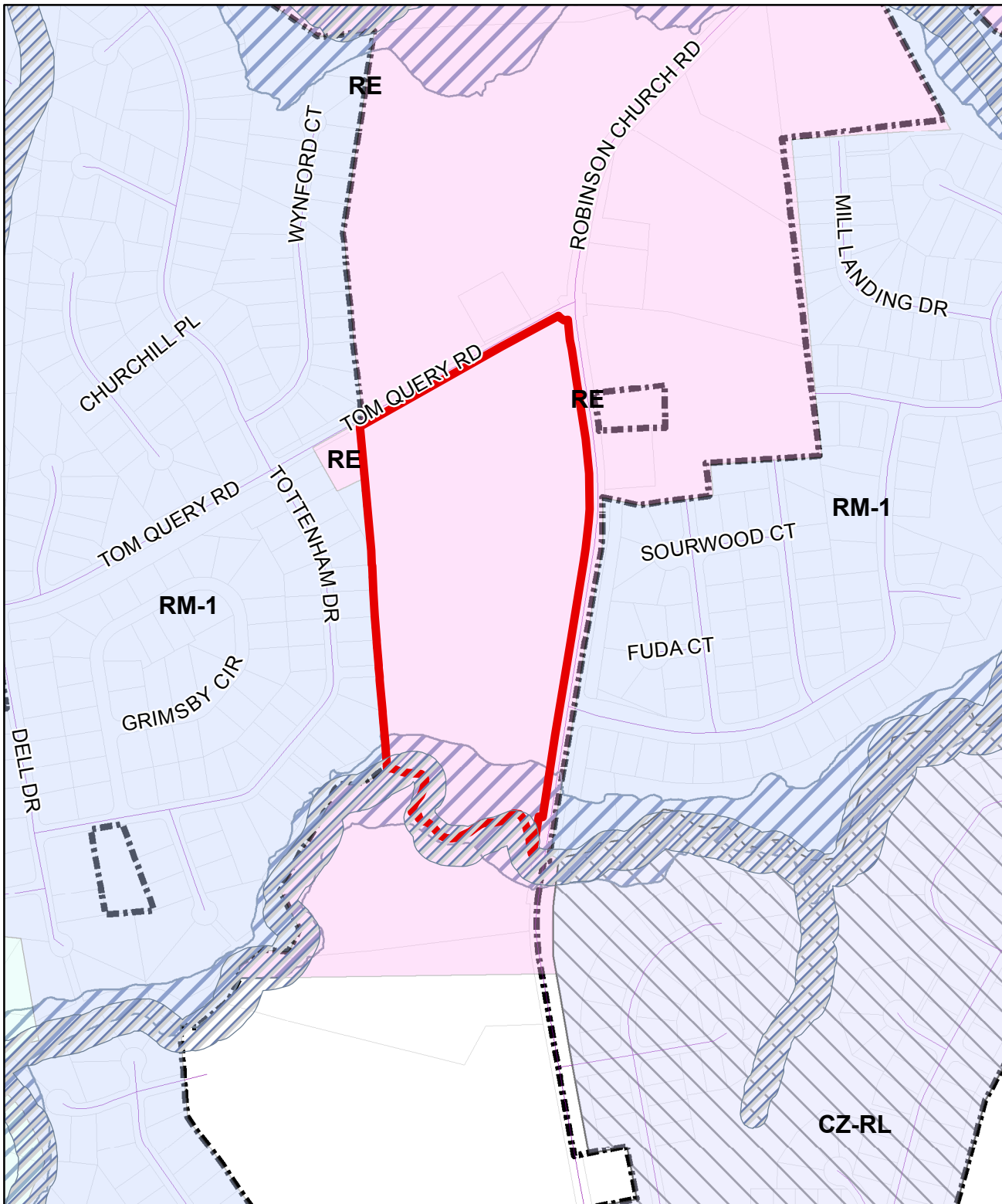
Fax

Email

mdavis@epconcommunities.com

Signature

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



H 2019-03-(R) 7800 Robinson Church Road Epcon Communities

Applicant: Epcon Communities

Current Zoning: RE

Proposed Zoning: Conditional Residential Village
(CZ-RV)

-  Site
-  Town Limits
-  Floodplain Overlay
-  Parcels



0 350 700 1,400 Feet



Town of Harrisburg
Planning and Economic Development Department
Rezoning Staff Report

DATE: April 02, 2020

SUBJECT:

Request H-2019-03-(R): To rezone approximately 32.85 acres from RE, Rural Estate to CZ-RV, Conditional Residential Village

Location: The subject property is located at the southwest corner of the intersection of Robinson Church Road and Tom Query Road. (PIN 55075084100000)

Applicant: Epcon Communities on behalf of owners (Parks and Carolyn Howie)

Staff Report Prepared by: Sushil Nepal, AICP, Planning & Economic Development Department

Neighborhood Meeting: Held November 21st, 2019

BACKGROUND:

Area: ±32.85 acres Total

Existing Land Use: Vacant/Single-Family Residential

Zoning within 500 feet: North – RE, Rural Estate
South – RE, Rural Estate
East – RE, Rural Estate
– RM-1, Residential Medium Density
West – RE, Rural Estate
– RM-1, Residential Medium Density

Land Uses within 500 feet: North – Vacant and Single-Family Residential
South – Vacant and Single-Family Residential

East – Single-Family Residential
West – Single-Family Residential

APPLICATION SUMMARY:

- The applicant proposes to develop a 77-lot single-family age-restricted (55 and above) subdivision. To achieve this, the applicant is requesting that the property be rezoned from the current Rural Estate (RE) district to Conditional Residential Village (CZ-RV) in accordance with the site plan submitted with the application.
- The proposed density of the site is 2.34 dwelling units per acre. The RV district has a maximum density of 8 dwelling units per acre but upon approval of this rezoning, the density will be capped at 2.34 unit/acre and the site plan will be attached with the land.
- Per the Town subdivision regulations, the applicant is providing dedicated public open space. The applicant proposes the development of 6.3 acres of open space as part of the development.
- The applicant agreed to install a ten (10) foot wide paved greenway trail near the southern boundary of the site along Fuda Creek and to dedicate a twenty-five (25) foot wide greenway easement to complete a segment of the Fuda Creek Greenway. The greenway would directly link to both the proposed development and the Fenton Dell community immediately to the west, and to the existing greenway across Robinson Church Road to the east. The applicant also proposes to construct a pedestrian grade crossing (including pedestrian signal) crossing Robinson Church Road that will link the proposed segment of the greenway to the existing greenway across Robinson Church Road.
- The applicant also agreed to re-design and participate financially in the reconfiguration of the Robinson Church/Tom Query intersection, and to dedicate a portion of the site for the reconfigured intersection street right-of-way. This intersection improvement is prescribed in the Harrisburg Area Land Use Plan.
- As a conditional zoning request, the applicant has submitted a site plan along with the request for rezoning, which is attached for your consideration.
- The property is in the Town's Extra-Territorial Jurisdiction (ETJ), applicant has also submitted a Petition requesting Annexation for the subject property which is contiguous to the current Town of Harrisburg corporate limits.

APPROVAL CRITERIA:

1. The size of the tract in question;

The subject property is approximately 32.85 acres in size.

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

Per the Unified Development Ordinance, the intent of the proposed district depicted on the submitted site plan is as follows:

***RV:** The RV district is established to provide areas for detached and attached single family homes, with a maximum of eight (8) dwelling units per acre, in areas where large-lot development is discouraged and adequate public facilities and services are available. RV supports the principles of concentrating urban growth and reinforcing existing community centers.*

Per the Harrisburg Area Land Use Plan, the subject property is located in an area designated on the future land use map as Medium Density Residential. The description of Medium Density Residential is as follows:

“This area is comprised of predominantly single-family detached homes but may include attached single family units, such as townhomes and duplexes. The mix of housing types are intended to create neighborhoods with a density range of 3 to 4 dwelling units per acre. Improved open spaces are interspersed and the streetscape is more formal.”

Based on the description of the Medium Density Residential land use classification, the proposed development, at 2.34 dwelling units per acre would fall within the threshold of 2 to 3 dwelling units per acre that has been set for this area in the Land Use Plan.

With regard to the overall goals of the Land Use Plan, **recommendation LU-5** states that the Town should “Expand Housing Options” to appeal to a broad range of audiences. It specifically mentions offering a housing product that could appeal to residents wishing to age in place. The Plan’s demographic section documents that “the Planning area has a growing mature population with more than 40 percent of households being over the age of 55”. The Market Conditions Projections section states that close to half of the future demand for for-sale housing will be for homes and villas on smaller lots.

Recommendation LU-7 of the Plan recommends consistency between the Town’s zoning regulations and the adopted Future Land Use Map. A table included as part of this goal establishes the “appropriate” zoning districts to use when making zoning decisions based on the Future Land Use Map. The map, as previously stated, designates this area as Medium Density Residential. The table indicates that the RV district is appropriate for this land use classification.

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

The benefits to the owner of the property would be that single-family residential development at the proposed density of 2.34 dwelling units per acre could be achieved under the proposed zoning. The existing zoning restricts density to 1 dwelling unit per acre.

Detriments to the neighbors and surrounding community are consistent with those expected with additional residential development, such as generation of additional traffic

and potential traffic congestion during peak times. Since the proposal is for an age-restricted community, traffic generation is less compared to traditional single-family subdivision and that there should be no impact upon student populations in the schools.

Benefits to the neighbors and the surrounding community include the dedication and construction of an additional segment of the Fuda Creek Greenway and installation of a greenway pedestrian crossing across Robinson Church Road, and the re-alignment of Tom Query Road at its intersection with Robinson Church Road to make it a safe intersection.

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

a. Utilities:

Utilities are available in this area, and are sufficient to meet the needs of this property. Water and sewer access are located along Robinson Church Road, and will be available to the development upon annexation. Any utility line extensions or upgrades necessary to serve this development will be the responsibility of the developer.

b. Transportation:

A TIA was not required based on the lower amount of traffic generated by an age-restricted community. However, several transportation-related improvements will be completed as part of this development. In addition to the afore-mentioned greenway and intersection improvements, the developer has committed to installation of sidewalks along the Robinson Church and Tom Query frontages, and some perimeter road widenings to accommodate turn movements into the development.

c. Safety and Sanitation Services:

Adequate police, fire, and sanitation services are available for the proposed use, and will be provided upon annexation.

d. Schools:

The proposal is for an age-restricted (55 plus) adult community, so the generation of school-age populations is extremely unlikely. In recognition of the community's characteristics, Cabarrus County Schools states that they do not estimate students from age-restricted communities.

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

a. Whether the proposed zoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or

environmental impacts that the new use will generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting or other nuisances;

The density of the proposed development (2.34 dwelling units per acre) is slightly higher than the observed density of the newer developed neighborhoods to the east and west of the site (although those neighborhoods are the same RV zoning as being requested for this site). Although such a density is not uncommon with an age-restricted community. The development proposes 6.3 acres of the site be devoted to open space. With regard to specific uses, the single-family homes proposed for this development would not be incompatible with surrounding land uses.

Properties to the north and south of the site are currently exists as rural homesteads, so the proposed development would represent a change compared to those areas.

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

Sizable portions of the Robinson Church Road corridor continue to remain rural or undeveloped in character although the Harrisburg Area Land Use Plan prescribes medium density residential uses for the portion of the corridor north of Rocky River Road. Several residential developments including Bridge Pointe to the east of the site suggests increased development interest and pressure in this part of Harrisburg.

Like all other development activity in this area, the development of this land would convert former farmland and forestland into residential neighborhoods, while preserving appropriate area for open space/tree save.

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

The areas around this property are generally zoned for low to medium density residential use. Existing land use patterns in the area typically consist of low to medium density residential neighborhoods and vacant forested land and land previously used for agricultural purposes.

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

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

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

As previously mentioned, the specific use of the property, single family residential, is consistent with surrounding neighborhoods. The primary point of potential inconsistency would be the introduction of smaller lots into this area, which however is in alignment with the Land Use Plan.

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

This property has been used for residential and agricultural purposes.

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

Land supply is not a direct issue in this area.

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

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

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

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

The rezoning application to RV district to the property, with the proposed density limitation, is consistent with the density and lot size standards established for the base RV Zoning District in the Unified Development Ordinance and Medium Density Residential land use classification in the Land Use Plan.

The development proposal accompanying the rezoning request would restrict permitted uses to single family residences, which are appropriate in this area.

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

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

- Single-Family Detached Residential; this use is allowed in the RV District.

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

The applicant intends to work collaboratively with both Harrisburg town staff and the NC Department of Transportation in identifying and implementing roadway improvement measures on perimeter roadways intended to mitigate adverse transportation impacts associated with the proposed development. Currently two vehicular site access points are planned, one onto Tom Query Road (planned as a right in/right out intersection) and one full-movement access point onto Robinson Church Road to be aligned opposite Baybrooke Lane.

Furthermore, the re-alignment of the Tom Query/Robinson Church intersection will provide benefits to both residents of the proposed development as well as to citizens and motorists of the larger community. Finally, the planned extension of the Fuda Creek Greenway will provide residents in the area greater bicycle and pedestrian mobility alternatives.

Landscaping buffers shown are adequate to meet the needs of the adjacent properties, and town staff is working with the applicant to identify any prospective tree save opportunities on the site that could be incorporated into the final planting plan.

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

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

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

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

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

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

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

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

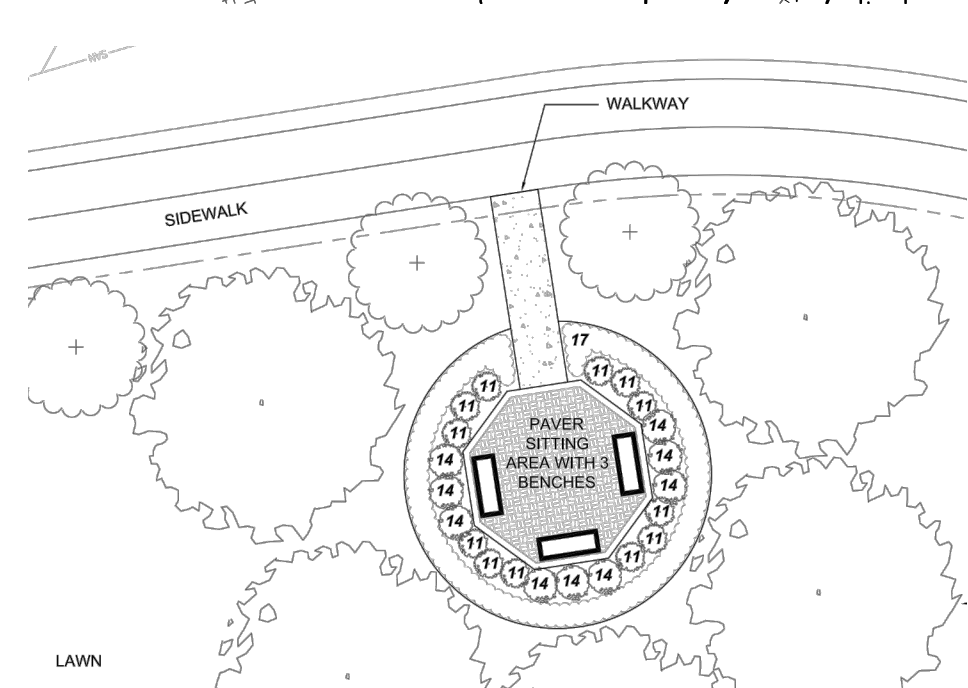
APPROVAL WITH CONDITIONS:

The proposal is a conditional rezoning request. Conditions may be imposed on the zoning action; staff recommends that the following conditions be placed on this project. Applicant agrees to the following:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees the community will be age-restricted and require 90% of the home owners will be 55 or older, through deed restrictions.
3. Applicant agrees to restrict exterior cladding materials to non-vinyl products.
4. Applicant agrees to construct a ten (10) foot wide paved greenway trail connection and dedicate a twenty-five (25) foot wide easement to provide access to the greenway connection from the proposed development, to Robinson Church Road, and to the adjoining Fenton Dell community (including constructing the paved trail to Tottenham Drive).
5. Applicant agrees to install a pedestrian crosswalk and signal on the greenway crossing at Robinson Church Rd.
6. Applicant agrees to work collaboratively with the Town Staff and the NC Department of Transportation in identifying and participating in the development of right-of-way improvements on perimeter roads, including left and right turn lanes at site entrances, re-alignment of Tom Query Road at its intersection with Robinson Church Road, and a streetlighting plan.
7. Applicant agrees to identify any potential tree save areas (including heritage trees) on the site that might be able to be retained post-development.

RECOMMENDATION:

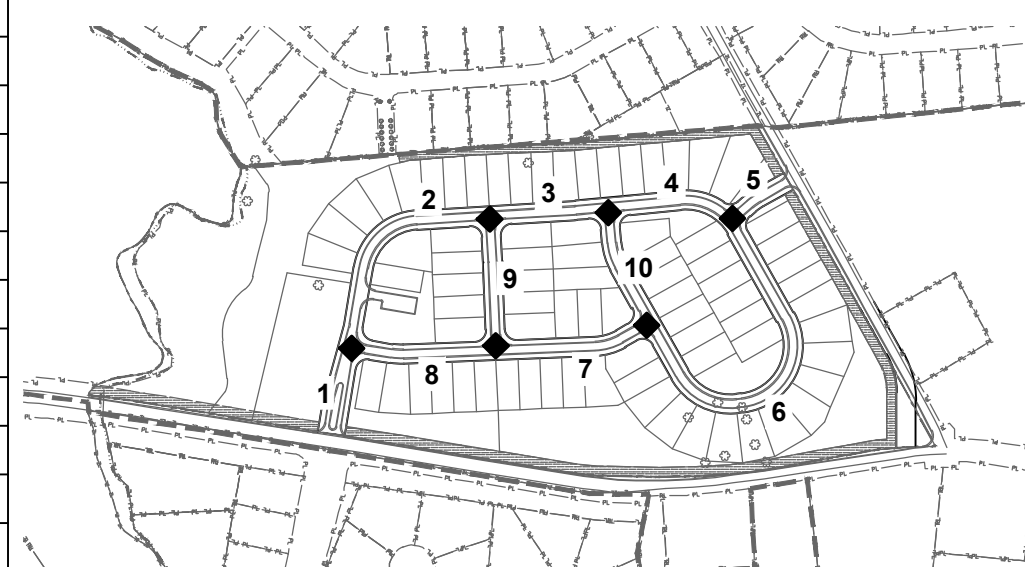
With the conditions proposed, the rezoning request is consistent with the Harrisburg Area Land Use Plan. Planning and Zoning Department staff supports approval of the rezoning request with conditions.



CONCEPT POCKET PARK FOR ACTIVE OPEN SPACE

TREE #	DBH	TREE SPECIES	TO BE REMOVED (TBR) OR TO REMAIN
01	31"	MAPLE	TO REMAIN
02	34"	SWEET GUM	TO REMAIN
03	34"	MAPLE	TBR
04	37"	OAK	TO REMAIN
05	30"	MAPLE	TO REMAIN
06	30"	OAK	TO REMAIN
07	45"	OAK	TBR
08	30"	MAPLE	TBR
09	30"	MAPLE	TBR
10	36"	OAK	TO REMAIN
11	45"	MAPLE	TO REMAIN
12	31"	MAPLE	TBR
13	32"	MAPLE	TBR

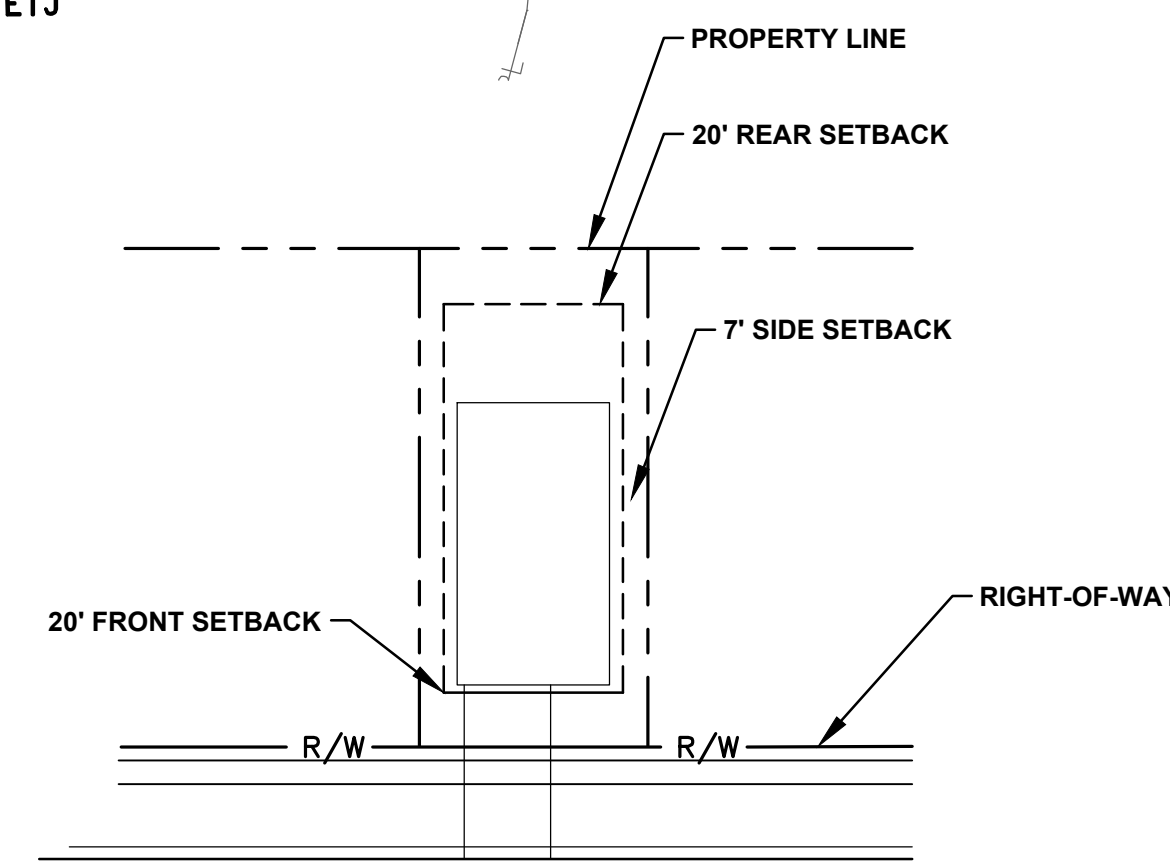
EXISTING HERITAGE TREES



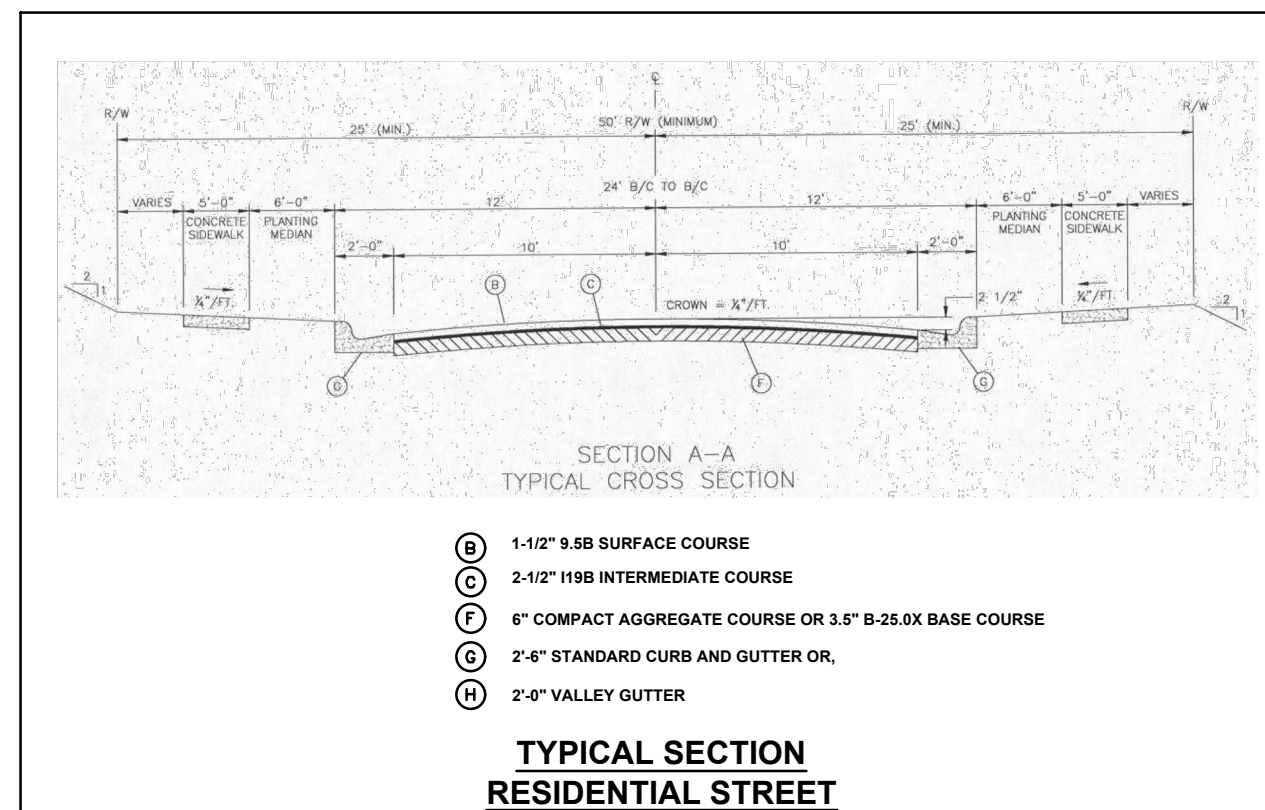
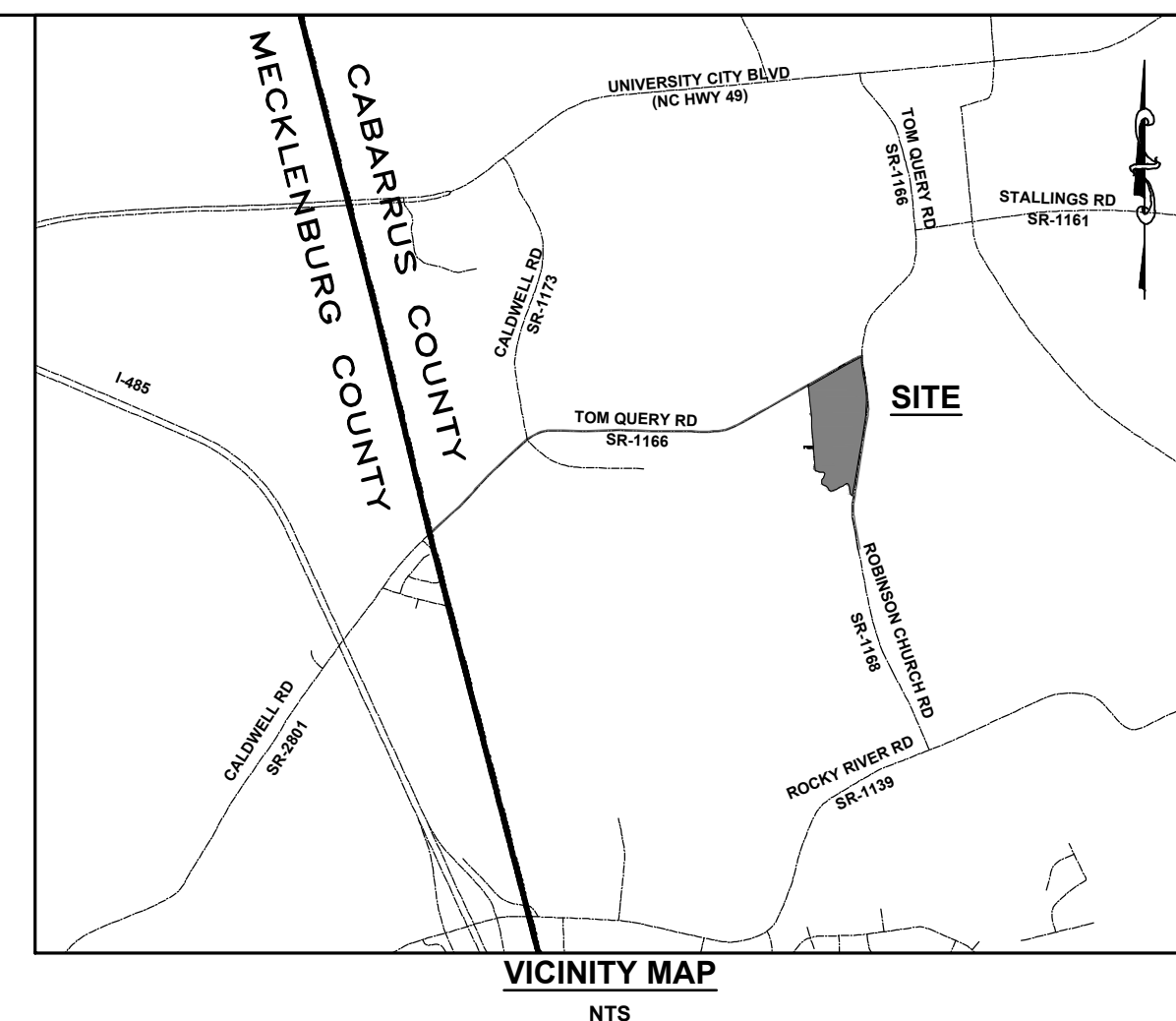
STREET CONNECTIVITY RATIO
10 LINKS / 6 NODES = 1.67 RATIO

BLOCK	LOTS	LENGTH / PERIMETER
A	1 - 17	956'
B	17 - 22	392'
C	23 - 28	347'
D	29 - 36	445'
E	37 - 42	305'
F	42 - 47	328'
G	48 - 60	1,406'
H	61 - 70	1,149'
J	71 - 77	1,105'

BLOCK LENGTH / PERIMETER



TYPICAL LOT



SITE STATISTICS

PARCEL NUMBERS:	5507-50-9410
CURRENT ZONING:	RE
PROPOSED ZONING:	CZ-RV
TOTAL SITE AREA:	32.85 ACRES
PROPOSED USE:	SINGLE FAMILY RESIDENTIAL
NUMBER OF LOTS:	7
DENSITY:	2.34 DU / ACRE
TOTAL LOT AREA:	640,989 SF / 14.72 AC
SMALLEST LOT SIZE:	7,500 SF
MINIMUM SETBACKS:	
-FRONT:	20'
-SIDE:	7'
-SIDE CORNER:	12.5'
-REAR:	20'
NCDDOT RIGHT-OF-WAY DEDICATION	9,891 SF / 0.22 AC
NET SITE AREA (LESS NCDDOT R/W):	32.63 AC

PUBLIC OPEN SPACE REQUIREMENTS:
PUBLIC OPEN SPACE REQUIRED: 2.20 AC. (1/35 AC. x 77 LOTS)
PUBLIC OPEN SPACE PROVIDED: 2.20 AC.

SUBDIVISION OPEN SPACE REQUIREMENTS:	3.26 AC. (10% OF NET AREA)
ACTIVE OPEN SPACE REQUIRED:	1.93 AC. (0.025 AC x 77 LOTS)
ACTIVE OPEN SPACE PROVIDED:	2.06 AC.
PASSIVE OPEN SPACE PROVIDED:	4.16 AC.
TOTAL SUBD. OPEN SPACE AREA:	6.22 AC.
PERCENTAGE OF INACCESSIBLE LAND:	0.0%

RIGHT-OF-WAY:
TOTAL RIGHT-OF-WAY AREA: 201,477 SF / 4.63 AC
PROPOSED RIGHT-OF-WAY: ROAD 'A' 160 LF

GENERAL NOTES:

1. BOUNDARY INFORMATION PROVIDED BY CABARRUS COUNTY GIS.
2. EXISTING TOPOGRAPHIC CONTOURS PROVIDED BY CABARRUS COUNTY GIS.
3. ACCESS POINTS MUST BE STAKED IN THE FIELD FOR VERIFICATION OF SIGHT DISTANCE.
4. ALL ROADS SHALL BE DESIGNED ACCORDING TO THE TOWN OF HARRISBURG STANDARDS.
5. 25' X 25' SIGHT TRIANGLE PLACEMENTS SHALL BE PROVIDED AT ALL INTERNAL INTERSECTIONS.
6. 25' X 50' SIGHT TRIANGLES SHALL BE PROVIDED AT THE ROBINSON CHURCH ENTRANCE.
7. THE SUBDIVISION WILL BE SERVED BY PUBLIC WATER AND GRAVITY SEWER SERVICE FROM THE TOWN OF HARRISBURG. ALL WATER AND SEWER EXTENSIONS REQUIRED FOR THIS PROJECT ARE THE RESPONSIBILITY OF THE DEVELOPER.
8. ADA RAMPS SHALL BE PLACED AT ALL INTERSECTIONS. ADA RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT ADA REQUIREMENTS.
9. PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA FIRM MAP NO. 3710550600K AND 3710550700K BOTH DATED NOV 16, 2018.
10. A LIGHTING PLAN WILL BE SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL THAT WILL COMPLY WITH THE TOWN OF HARRISBURG STREET LIGHTING REQUIREMENTS.
11. BMP TO BE LANDSCAPED WITH FOUNTAIN AND FENCED.
12. HERITAGE TREES TO BE REMOVED DURING CONSTRUCTION SHALL BE MITIGATED PURSUANT TO ARTICLE 9 OF THE U.D.O.



DATE:	MARCH 202
MCE PROJ. #	
DRAWN	
DESIGNED	
CHECKED	
PROJ. MGR.	

SCALE
HORIZONTAL
1"=100'
VERTICAL
NA

1

DRAWING NUMBER _____

STATUS: **SKETCH PLAN**
NOT FOR CONSTRUCTION

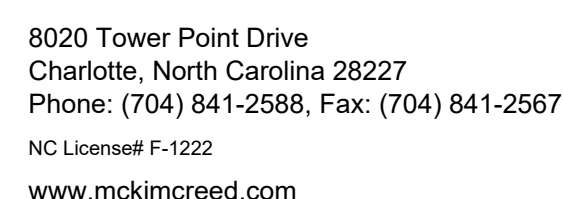
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This electronic document is the property of

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and is not to be used for any purpose without the written consent of the engineer whose seal appears on the original certified document.

**DO NOT REMOVE FROM
ELECTRONIC FILE**



TOWN OF HARRISBURG, NC
ROBINSON CHURCH ROAD

SKETCH PLAN

Epcon Product



Epcon Product



Promenade III
© 2018 IP86, LLC

Epcon Product



Palazzo

© 2016 Epcon Communities Franchising, Inc.

Aerial View of Product – Rear Yard



BIRDS EYE VIEW – COURTYARDS & HOMES



© 2014 Epcn Communities Franchising, Inc.



Neighborhood Meeting Summary
Epcon Communities
Case: H2019-03-® 7800 Robinson Church Road

Aa required by the Town of Harrisburg, a neighborhood meeting was held on Thursday, November 21st at 6:00 PM at the Town of Harrisburg. Epcon was represented by Mike Davis and John Shamp. Keith Rains from McKim & Creed was the engineer for Epcon. The following is a summary of some of the comments, concerns, and responses from the meeting:

- There was a question if the existing gas easement would be affecting the realignment of Tom Query Road and Robinson Church Road. It was responded to that the gas easement would not affect the widening.
- There was a request to consider additional buffering to the Fenton Dell residents. Epcon explained the current 20' buffer will preserve the trees that exist and additional buffering will be provided within the rear setbacks of the lots that would include trees and shrubs.
- The question was asked if there was a double yellow line where the proposed drive would be on Tom Query. It was confirmed that there was.
- A resident from Fenton Dell was concerned about water runoff stating that they currently have a ditch that gets flooded regularly. Requested a bigger buffer to help with that. Epcon's engineer stated that the stormwater from the site would be captured in a new storm drainage system and piped to a proposed wet pond. This would significantly reduce the water that currently drains to the Fenton Dell residents.
- There was a concern that the curve on Robinson Church Road as you drive towards to Harrisburg was dangerous. It was asked if this project would be required to do anything about it. Harrisburg planning staff said it would not be a requirement for this site, but they would notify the appropriate agencies about the concern.
- A resident asked if Epcon would agree in writing to meet the state stormwater requirements. The engineer stated that they would have to before they could get a permit to do the project from the state.
- A resident asked about preserving the trees shown in the buffer along Robinson Church Road. Epcon stated that they wanted as much of the buffer to remain as possible. They stated they would only clear as much as possible that was required for grading.
- A resident was concerned about tree removal to install a trail access to Fenton Dell. The engineer stated that the trail would meander as needed to minimize the tree removal.
- A question was asked if the BMP would be fenced. Epcon responded that it would be and landscaped with a fountain in the wet pond as well.

- A question was asked about a cross-walk across Robinson Church Road to connect the trail system. Epcon stated that they are in discussions with the Town regarding the cross-walk.
- A question was asked if the project would be installing any turn lanes on Robinson Church Road. Epcon stated that any improvements NCDOT required would be installed. They were concerned about Bridgepoint drivers making left turns into their site waiting on slow drivers. Planning staff informed them that they would be formally reviewing the plan now and that NCDOT would be involved with that review.
- A question was asked about the HOA dues and when it would be taken over by the residents. Epcon stated that their typical dues were around \$250 per month and that it depended on how quick the community sells as to when the residents took over.
- A question was asked about how would they know the comments from the meeting were addressed before it went to Planning Board and Council. Planning staff stated that they would not take it to the Board and Council without the issues being addressed to the extent Epcon agreed to address.
- One resident spoke in support of the greenway/trail system

Attachments:

Agenda

Sign-in Sheet

**TOWN OF HARRISBURG, NORTH CAROLINA
HARRISBURG TOWN HALL
NEIGHBORHOOD MEETING
THURSDAY, November 21, 2019
6:00 PM**

AGENDA

1. CALL TO ORDER:

2. PRESENTATIONS:

A. 6:00 PM H2019-01-(R) – Pharr Mill/ Mulberry Road Parcels –
Request to rezone parcels # 55177993000000, 55179854430000 and 55179699450000, generally locate at the intersection of Phar Mill and Mulberry Rd. The property owner is requesting a rezoning of these parcels, currently located in the County, from LI (Light Industrial) and OI (Office Institutional) to CZ-RV, Conditional Zoning Residential Village. The purpose of the rezoning is to enable the property owner to develop and subdivide the property for single family homes.

B. 6:30 PM H2019-03-(R) 7800 Robinson Church Rd – Request to rezone parcel # 55075084100000, located at the intersection of Robinson Church and Tom Query Rd. The property owner is requesting a rezoning of these parcels from RE, Rural Estate, to CZ-RV, Conditional Zoning Residential Village. The purpose of the rezoning is to enable the property owner to develop and subdivide the property for age-restricted (55+ only) single family homes.

3. ADJOURNMENT

7800 Robinson Church Road Rezoning

Sign in Sheet

Neighborhood Meeting

11/21/19

6:30 PM - 7:00 PM

Name

Address

Ken & Darlene Seibert 7917 Tottenham Dr.

Virginia & Nick Lieto 7869 TOTTENHAM DR.

JESSICA Fava 4455 Millard Dr.

ASHOK Kumar Kotte 7232 old valley way.

Betty Lee Robinson Ch

Cathy Idunsa 7525 Robinson Ch

* Bob & Angela Brokin 7853 Tottenham Drive

Jan Maynard 7829 Tottenham Drive

Kathleen Murphy 7829 Tottenham Dr.

MIKE Smith 6325 PHARR MCK RD

DAVE A. PARKER 8152 CAMELOT DR.

Joe-Phillip Tudard - 7813 Tottenham Dr.

GREG HOWARD 5045 WYNFORD CT

Jeff Phillips 6005 The Meadows LN

Sandy Morgan 7173 Ruth Fidler Ln

Robert & Evelyn ARADY 4655 Rice Hill DR.

Sheryl Cheek 7746 Coachman Ct Harrisburg NC 28075

Bo & Dixie Clark 8026 Wycombe Ct Harrisburg

7800 Robinson Church Road Rezoning

Sign in Sheet

Neighborhood Meeting

11/21/19

6:30 PM - 7:00 PM

Name

Address

Patrizia Rhyme

7250 Streamhaven Dr. Harrisburg NC

Victoria Minchin

7901 Tottenham Dr. Harrisburg

GREG HOWARD

5045 WYNFORD CT

Elizabeth Scott

4895 Sherburne Dr Harrisburg

Deborah Beale

7967 Grimsby Circle Harrisburg

Kim Harman

7837 Tottenham Dr Harrisburg

Todd MAY

8018 WYCOMBE COURT

Nicole Eskew

8010 Wycombe Ct.

Jan Eskew

8010 Wycombe Ct.

Ron Smith

3118 SEA ISLAND.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of the Town of Harrisburg EO 124/142 Utility Account Payment Arrangement Program and Amended FY2021 COVID-19 Schedule of Fees

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

If approved:

Motion to approve the Town of Harrisburg EO 124/142 Utility Account Payment Arrangement Program and amended FY2021 COVID-19 Schedule of Fees, as attached.

Description/Background:

NC Executive Orders 124 and 142, in response to the COVID-19 pandemic, prohibited NC utility providers from assessing late fees and penalties or disconnecting customers for late or non-payment of utility charges. This order has been in effect since March 31, 2020, was extended with EO 142, and recently expired on July 29, 2020. The Harrisburg Town Council unanimously approved a motion to apply the waivers and customer protections in the EO retroactively to begin on March 1, 2020. Certain provisions of the Executive Order are in effect for six (6) months after the expiration of the majority of the EO, including a requirement that utility providers offer reasonable payment arrangements to customers who incurred delinquency during the effective period of the EO. The arrangement must have a term of at least six (6) months.

Below is a summary of actions that occurred related to these accounts from 3/1/2020 – 7/29/2020:

- Suspended \$10 Late Fee for non or underpayment of utility charges by the 15th of the month
- Suspended physical disconnection of Water/Sewer service for non or underpayment of utility charges
- Reconnected any currently disconnected customer
- Communicate through mail, bill alerts, website and social media about the protections being provided to the customer
- Suspended \$100 reconnection fee
- Suspended credit card convenience fees *Not Required – Town Council action*

Beginning with July 30, 2020 and continuing for at least six months through January 30, 2021, below are the minimum requirements that have to be followed:

- Fees and Penalties
 1. May not charge \$10 late fee or apply any punitive fees to customers as defined below.
- Three (3) groups of customers
 - (a) Delinquent balance existed before 3/1/2020 – able to disconnect immediately and charge fee
 - (b) Delinquent during 3/1/2020 and 7/29/2020 – Must offer Payment Arrangement
 - (c) Balance owed originates from both previous categories – Can split balance, require immediate payment on

original balance, disconnect if not paid immediately and also setup an arrangement for the EO qualified balance.

Below is a description of the requirements of the payment arrangements as set forth in the EO:

- Reasonable arrangements that are equal, fixed monthly installments or a pre-arranged fixed percentage of each monthly bill added to the current charge
- Six month minimum
- Terms of the arrangement and repercussions must be clearly outlined to customer
- What if a customer misses a payment on the arrangement?
 - a. Customer may be disconnected
 - b. Customer required to pay missed arrangement balance to restore service, the entire balance may not be accelerated as this constitutes a penalty.
- The EO inadvertently extended the late fee provision for six months, and at this time, as interpreted across the State, would mean the Town is prohibited from charging this specific \$10 late fee to any customer.
- All other fees and penalties, such as the \$100 reconnection fee, are permitted.

As of 8/5/2020, customer count data are as follows:

- 224 Total Customers
 - \$0 - \$300 153
 - \$301 - \$500 41
 - \$501 - \$810 23
 - \$965+ 7

In addition to the above changes, Town Council also suspended credit card convenience fees as described below:

- Has been suspended since 04/13/2020 Town Council meeting.
- Results in missed revenue of approximately \$3,700 monthly

Based on all of this information, staff is proposing the following payment arrangement terms for those balances due on July 29, 2020 and by August 15, 2020:

- Each affected customer, if they choose to take advantage of this payment plan, will need to have a signed agreement with the Town by September 14, 2020.
- If a customer in this group also has a balance due from their August 2020 bill, they may elect to have that grouped in with their pre-July 29th balance for the payment arrangement.
- If a customer with a balance as described in this section chooses not to take advantage of the payment arrangement option, they will be effectively operating under a payment arrangement, in that the first installment of the plan is expected to be paid prior to September 25, 2020, otherwise service will be disconnected until this payment is made.
- Customers will have their balances split over eighteen equal installments.
- Failure to make a required installment will result in disconnection. While there will be no reconnection fee assessed for a disconnection relating to nonpayment of these installments, the service will remain disconnected until payment of the installment amount is made.
- There will be no interest or late fees charged to these balances.

It is important to clearly describe how current balances that come due after 7/29/2020 are handled:

- New balances incurred after 07/29/2020 are subject to normal disconnection procedures, unless otherwise described above, including charging a \$100 reconnection fee on nonpayment of these new balances by the appropriate date, prior to reconnecting service for all non-EO qualified customers.
- There will be no late payment fees assessed through the end of January 2021, at which point these fees will resume with February 2021.

- Payments received with no indication of where payments go (pre-July 30 balance or new balance) will automatically be used to fulfill the payment arrangement balance first then go to the current balance and then any remainder will go back to the arrangement balance. If no payment arrangement exists for these balances, then the arrangement is assumed to be in place and the application of payments will be treated as such.

Also, as pertains to all customers, credit card fees will begin to be collected upon Council action at this meeting.

As can be determined by the processes above, Customer Service will be essentially maintaining two separate accounting treatments for both pre-July 30 balances and post-July 29 balances.

Recommendation:

There is delicate balance between many factors that staff, in consultation from the Town attorney and State resources such as the School of Government, as well as updates and clarifications from the AG, have weighed to provide recommendations for our actions moving forward. Some of these factors include providing as much assistance to our residents and businesses as possible, being fiscally responsible to the Town and its Water and Sewer utility, the legal requirements of the Executive Orders, timing as it relates to the EO's and our billing and collection structure, Town resources and existing State Statutes.

Staff recommends a Town of Harrisburg EO 124/142 Utility Account Payment Arrangement Program to include the following specifications:

A. \$10 Late Fee

- In light of pending clarifications of applicability of this particular clause and in an effort to help our customer base recover from the pandemic, staff recommends suspending the \$10 Late Fee for all customers through January 31, 2021. The fee would be restored and first applied for balances due on February 15, 2021 at 5:00 p.m.

B. Timing and Customer Qualification

- Current bill due was generated on 7/20/2020 and is due on 8/15/2020.

1. Customers with existing delinquent balances (type a), customers with EO-delinquent balances (type b) and those from both groups will universally be offered a payment arrangement for the entire overdue balance as of 8/15/2020.

2. Staff recommends including in the eligible customer base, customers who become delinquent for the first time on 8/15/2020. By doing so, Town Council will have effectively extended the protections of the order from 3/1/2020 to 8/15/2020, or 45 days longer than the EO. We will be setting up arrangements over the next 30 days, thus inclusion of this balance is a reasonable accommodation to our residents given that the customer is provided time past 8/15/2020 to establish a payment arrangement.

C. Payment Arrangements

1. Opt-In required by Monday, September 14, 2020
2. Up to eighteen-month, fixed monthly installments

Staff also recommends approval of the amended FY2021 COVID-19 Schedule of Fees, as attached, which contains the following key elements:

A. \$10 Late Fee for non-payment and underpayment of a utility account balance suspended for all customers through 1.31.2021

B. \$100 Reconnection fee reinstated on customers with account delinquencies incurred after 8.15.2020 who are not under a payment arrangement and in good standing

C. Effective dates of 7.30.2020 to 1.31.2021, unless extended or amended by future Town Council action

Fiscal Impact:

There is no direct fiscal impact to the Town in the form of an expenditure outside staff resources and printing and postage for required communications.

Suspension of the \$10 late fee, although required by law, results in missed revenue, from March 2020 to January 2021, of approximately \$86,000

Suspension of credit card fees from March to July 2020 amount to lost revenue of approximately \$18,500.

Suspension of reconnection fees from March to July 2020 amounted to \$127,100.

Current delinquent balances amount to nearly \$69,000.

The payment arrangements do not have a direct cost to the Town and provide the best opportunity to successfully collect the outstanding balance.

Attachments:

1. FY2021 COVID Schedule of Fees 7.30.2020 - 1.31.2021

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2021

GENERAL FEES

Copy Machine Fee	\$0.25 per copy
Passport Acceptance Fee	\$35 per Application
Electric Vehicle Charging Station	\$0.50 per hour
Solicitation Permit Application Fee	\$25 per Application
Credit Card Fees	Convenience Fee - \$2.50 per transaction Surcharge - 2.50% of amount of charge
Copy of Town Council or Planning and Zoning Board Meeting (DVD)	\$5

Miscellaneous Zoning Fees

Copy of UDO	\$35
Map Fees	
17" x 22" Maps (ANSI C)	\$10
22" x 34" Maps (ANSI D)	\$15
34" x 44" Maps (ANSI E)	\$20

Double Fees: Where construction begins without the appropriate permits in place, costs shall be doubled.

Town of Harrisburg, North Carolina

Schedule of Fees

Fiscal Year 2021

WATER & SEWER

Other Water and Sewer Charges and Fees

Reconnection Charge*

Charge for reconnection of water/sewer service after disconnection due to nonpayment	\$100
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Late Fee**

Late fee (will be charged on accounts with unpaid balances beyond the 15th of the month)	\$10
--	------

NSF Fee

After customer has been charged an NSF fee three times, the Town will no longer accept checks from that customer	\$25
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Water and Sewer Deposit/Set-up Fee

W/S Deposit (refundable)	\$45
W/S Set-up fee (one-time fee, non-refundable)	\$25

Meter Test Charges

Meter Test Charge (only if meter is working properly; no charge if meter is not working properly)	\$25
Interrogate Meter - Customer Requested (First request at no cost)	\$50
Testing Meter - Customer Requested	\$100

Other Water and Sewer Charges

Non-emergency after hours water cutoffs	\$100
Meter Change Out - Customer Requested	\$275
Water use permit for tank/tankers	\$50
Move existing water service to another location on the same property	At cost (labor, equipment and materials)

Fees for Violations of Mandatory Water Restrictions

Residential	
First offense	\$100
Second and subsequent offense	\$300
Commercial/Industrial	
First offense	\$500
Second and subsequent offense	\$1,500

**Reconnection Charge does not apply to customers with an active payment arrangement in good standing.*

***Fees suspended by NC Executive Order and due to COVID-19 from July 30, 2020 to January 31, 2021.*



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Lease Renewal for AT&T Cellular Equipment at the Existing Water Tower on Rocky River Road

Presenting Personnel:

Lee Connor, Assistant Town Manager

Suggested Motion or Action:

If approved:

Motion to approve attached contract with New Cingular Wireless PCS, LLC (AT&T) to extend the current agreement for lease of cellular equipment on the elevated water tank at 8885 Rocky River Road for an initial period from June 2022 to May 2032 with three additional extensions in five-year terms until May 2047 with a rate to begin at \$2,250 per month with a 10% rate increase after the first five years and at the beginning of each subsequent five-year term.

Description/Background:

The Town currently has three lessees on the existing water tower on Rocky River Road: AT&T, Verizon and T-Mobile. AT&T's current lease expires in May 2022. In April 2020, the Town was approached by BlackDot, a company that represents cellular providers to renegotiate their leases.

Currently, the lease with AT&T is bringing in \$2,567 per month with annual 3% escalators. That leaves approximately \$60,000 remaining to be received if this lease expires and is not renewed by May 2022.

BlackDot made an initial offer to immediately restructure the lease to begin a new rate of \$1,800 with August 2020 and go for 30 years (initial 5 year term with 5 additional 5 year extensions) with a 7.5% escalator every 5 years. Due to State Statutes, the Town is only allowed to have an agreement out to 25 years, so the 30 year term is not possible. Based on these terms, the 25 year life, if all extensions are exercised, of this agreement would yield the Town approximately \$625,000.

Staff and the Town Attorney worked with BlackDot for over three months to negotiate the best lease arrangement possible for the Town.

Ultimately, an agreement was reached that would allow the Town to continue its existing lease payments at the current terms through May 2022 with the new arrangement beginning in June 2022 for 25 years (initial 10-year period with 3 more subsequent 5 year extensions). The lease would begin at \$2,250 per month and have a 10% escalator after the first five years and at the beginning of every 5-year period, thereafter. This would yield a total value to the Town of approximately \$884,000, a \$259,000 (or 41%) increase over the original offer, if all extensions are exercised.

Recommendation:

Staff recommends approval of this revised contract for the AT&T lease.

Fiscal Impact:

The total lease revenue that would be realized over the life of the remaining lease agreement along with the new 25 year lease agreement (if all extensions are exercised) upon its expiration will yield approximately \$884,000.

Attachments:

1. Draft Contract Amendment - AT&T Cellular Equipment

Cell Site Name: 074P0146
Fixed Asset No. 10132882
Market: North Carolina
Address: 8885 Rocky River Road, Harrisburg, NC 28075

FIRST AMENDMENT TO WATER TANK ATTACHMENT LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TANK ATTACHMENT LEASE AGREEMENT (“**First Amendment**”) dated as of the later date below is by and between Town of Harrisburg, having a mailing address at P.O. Box 100, Harrisburg, NC 28075 (hereinafter referred to as “**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor-in-interest to Carolina Personal Communications, Inc., a North Carolina corporation, having a mailing address at 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as “**Tenant**”).

WHEREAS, Landlord and Tenant (or its predecessor-in-interest) entered into a Water Tank Attachment Lease Agreement dated June 1, 2007 (“**Lease**”), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 8885 Rocky River Road, Harrisburg, NC 28075; and

WHEREAS, Landlord and Tenant desire to extend the Term of the Lease; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Lease to clarify scope of Tenant's permitted use of the Premises; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Lease as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Lease shall be amended to provide that the current term, which commenced on June 1, 2017, shall expire on May 31, 2022 (“**Current Term**”), and commencing on June 1, 2022, will be automatically renewed, upon the same terms and conditions of the Lease, for ten (10) years followed by three (3) additional five (5) year terms (each an “**Extended Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Extended Term. The Terms will automatically renew without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Lease at least sixty (60) days prior to the expiration of the Current Term or any Extended Term. Landlord agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Lease as permitted prior to the first Extended Term.

2. **Termination.** In addition to any rights that may exist in the Lease, Tenant may terminate the Lease at any time with three hundred sixty-five (365) days prior written notice to Landlord for any or no reason.

Cell Site Name: 074P0146
Fixed Asset No. 10132882
Market: North Carolina
Address: 8885 Rocky River Road, Harrisburg, NC 28075

3. **Rent.** Commencing on June 1, 2022, the Rent payable under the Lease shall be Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00) per month and shall continue during the Term, subject to adjustment as provided herein.

4. **Future Rent Increase.** The Lease is amended to provide that commencing on June 1, 2027, Rent shall increase by ten percent (10%) and at the beginning of each Extended Term thereafter, as applicable.

5. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sublessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of the Lease for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Lease and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

6. **Notices.** Section 9 of the Lease is hereby deleted in its entirety and replaced with the following:

NOTICES: All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site Name: 074P0146 (NC)
Fixed Asset No. 10132882
1025 Lenox Park Boulevard NE
3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department- Network Counsel
Re: Cell Site Name: 074P0146 (NC)
Fixed Asset No. 10132882
208 South Akard Street
Dallas, TX 75202-4206

Cell Site Name: 074P0146
Fixed Asset No. 10132882
Market: North Carolina
Address: 8885 Rocky River Road, Harrisburg, NC 28075

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

As to Landlord:

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

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. **Charges.** All charges payable under the Lease such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Lease.

8. **Acknowledgement.** Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this First Amendment and the underlying Lease and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this First Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Cell Site Name: 074P0146
Fixed Asset No. 10132882
Market: North Carolina
Address: 8885 Rocky River Road, Harrisburg, NC 28075

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

LANDLORD:

Town of Harrisburg

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: Jason Martin

Title: Area Manager

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

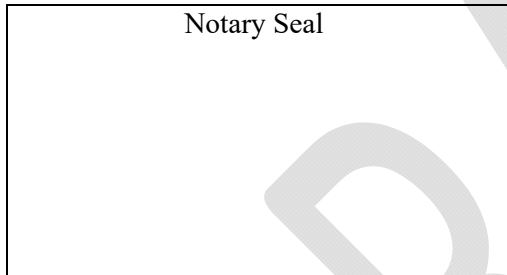
Cell Site Name: 074P0146
Fixed Asset No. 10132882
Market: North Carolina
Address: 8885 Rocky River Road, Harrisburg, NC 28075

LANDLORD ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF CABARRUS)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Town of Harrisburg, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

Cell Site Name: 074P0146
Fixed Asset No. 10132882
Market: North Carolina
Address: 8885 Rocky River Road, Harrisburg, NC 28075

TENANT ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF MECKLENBURG)

I certify that I know or have satisfactory evidence that Jason Martin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Legal Adoption of the Highway 49 Corridor Special Revenue Fund

Presenting Personnel:

Brian Lee, Finance Director, Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

Motion to approve the attached ordinance establishing the Special Revenue Fund - Hwy 49 Corridor.

Description/Background:

Section E.3.12.2 of the Unified Development Ordinance requires the development along Highway 49 to bury the utilities (electric and cable) underground or pay the fee-in-lieu of burying such utilities. The ordinance calls for a special revenue fund account be created to deposit such fees.

The Special Revenue Fund - Highway 49 Corridor is established to separately present and track the accumulated funds received from development along Highway 49 to be used for large-scale underground utilities projects along the corridor.

The fee-in-lieu amount is determined for each project where burying utilities is not feasible during the time of project construction. As staff started implementing this ordinance over the past year, there are practical challenges to bury utilities on these projects and that a holistic plan would be beneficial. Staff is working with Duke Power and other Utility providers along the corridor to determine a path forward, in the mean time, a fee-in-lieu of burying such utilities is the primary option available. Developers for each project will submit an estimated cost for staff review and approval, once approved and received, such amount is deposited into the Special Revenue Fund for future utilities work along the corridor.

Recommendation:

Staff recommends approval and legal adoption of the Special Revenue Fund - Highway 49 Corridor.

Fiscal Impact:

There is no fiscal impact to the Town for the establishment of the fund. The fund will hold the funds collected until cumulatively transferred to the responsible Capital Projects Fund.

Attachments:

1. Resolution - Hwy 49 Corridor Special Revenue Fund 08102020



**AN ORDINANCE ESTABLISHING THE SPECIAL REVENUE FUND – HIGHWAY 49 CORRIDOR
FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021
OF THE TOWN OF HARRISBURG, NORTH CAROLINA**

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following fund be adopted in the annual budget ordinance for the fiscal year ending June 30, 2021:

Section 1. The following fund is hereby established with the purpose of receiving developer contributions and fees in lieu of performing Highway 49 Corridor beautification improvements such as underground utility relocation. Monies deposited into this fund shall only be used to bury utility lines along the Highway 49 corridor.

Special Revenue Fund – Highway 49 Corridor

Section 2. The following amounts are hereby appropriated in the Special Revenue Fund – Highway 49 Corridor for the fiscal year beginning July 1, 2020, and ending June 30, 2021.

Economic Development – Highway 49 Corridor \$ 500,000

Section 3. It is estimated that the following revenues will be available in the Special Revenue Fund – Highway 49 Corridor for the fiscal year beginning July 1, 2020, and ending June 30, 2021.

Contributions – Fee in Lieu of \$ 500,000

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 10th day of August, 2020.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Resolution Approving the Financing Terms for Fire Engine #2 and Related Financing Agreement

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

If approved:

Motion to adopt a resolution of the final financing terms for Fire Engine #2, which include a \$615,000 value, an interest rate of 1.74% and a payment term not to extend beyond September 1, 2030 and the related financing agreement, as attached.

Description/Background:

Fire Engine #2 is currently being built and is expected to be delivered to the Fire Department in August 2020.

At the July 13, 2020 Town Council meeting, the preliminary details of the financing agreement were approved as follows:

- \$615,000 total loan value
- 10-year repayment schedule with semi-annual level-principal plus interest payments
- Interest rate of 1.74%
- Bank Qualified
- Truist as the lender

The final financing terms reflect these preliminary figures. The final installment payment will be made on September 1, 2030, which is approximately three weeks longer than 10 years given the August 12, 2020 closing date. Due to this insignificant difference, the wording in the installment purchase contract has been replaced to say "the payment term will not extend beyond September 1, 2030."

Recommendation:

Staff recommends approval of the resolution of the final financing terms, to include a maximum value of \$615,000 with an interest rate of 1.74%, Truist as the lender and a term not to extend beyond September 1, 2030 along with the associated financing agreement.

Fiscal Impact:

The Town will receive financing proceeds of \$615,000 to be held in escrow until the truck is received and accepted by the Town.

The Town will have one principal plus interest payment of approximately \$37,000 in the Spring for FY2021. The amount in the budget for this was \$88,500 (assumed two debt service payments).

Annual debt service through September 1, 2030 consists of semiannual level-principal payments plus interest of approximately \$60k-70k per year.

Attachments:

1. Town of Harrisburg, NC - Resolution - Fire Engine Installment Purchase Contract
2. Town of Harrisburg, NC - Draft Documents
3. Town of Harrisburg, NC - Installment Purchase Contract Summary



Resolution Approving Financing Terms

WHEREAS: The Town of Harrisburg, NC (“Borrower”) has previously determined to undertake a project for the financing of a fire engine (the “Project”), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated July 1, 2020. The amount financed shall not exceed \$615,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.74%, and the final maturity of the financing shall not extend beyond September 1, 2030.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 2020

ATTEST

Steve Sciascia, Mayor

Janet Rackley, Town Clerk

Governmental Finance
5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
(704) 954-1700
Fax (704) 954-1799

VIA ELECTRONIC DELIVERY

pboston@bbandt.com
direct dial: 704-954-1656

August 3, 2020

Dear Mr. Lee:

We at Truist Bank are pleased that we will be working with you to provide financing for a fire truck. By this letter we want to provide you with our proposed draft financing documents (please forward these to your attorney for review, also), and to outline the additional documentation we will need from you to close the financing.

We have enclosed the following draft documents for this financing:

1. **Financing Agreement.** The Agreement sets out the loan and repayment terms, provides for the security interest that secures the loan and contains other provisions related to the Borrower's care and use of the property being financed.
2. **Closing Certificate.** This certificate, among other things, identifies the officials authorized to sign financing documents.
3. **Use of Proceeds Certificate.** This certificate provides information regarding the Borrower's planned use and expenditure of financing proceeds, to document compliance with federal rules for tax-exempt financing. You will see that there are some blanks in paragraph four; we need information from you to complete these blanks. *The federal tax rules applicable to local government financings can be tricky and technical; please let us know if you want to discuss any aspect of the applicable tax rules.*
4. **Attorney's legal opinion.** The attorney's opinion must be on his or her letterhead, dated the day of closing and delivered at closing. **The opinion will not be valid if it is dated prior to the closing.**
5. **IRS Form 8038.** This form is used to provide the required notification to the IRS regarding the tax-exempt financing. We have partially completed this form based on information currently in our file. Please review this form and the companion instructions with your attorney and complete the remainder of the form, as well as make any required revisions.
6. **Truist Merger Announcement**

To complete the set of required documents for this financing, we also need you to e-mail to us prior to closing the following items:

1. **Copy of Resolution approving financing.** At your earliest convenience prior to closing, please e-mail to us a copy of the Resolution your governing board adopted for this financing (our suggested form of this resolution was attached to our financing proposal to you).

We appreciate your attention to these items. After reviewing the enclosed documents, please contact Portia B. Boston at 704-954-1656 to review this package in detail, so he may answer your questions about the documents and ensure everyone's full understanding of what has to be done for the closing. When you call, we will also determine a convenient day and time for closing.

Sincerely,

Truist Bank

Portia B Boston

Documentation Specialist

Attachments

Truist Bank

Financing for TOWN OF HARRISBURG, NC -- Document Checklist

1. Financing Agreement, with Exhibits:
 - A) Project/Equipment description
 - B) Payment schedule
 - C) Form of Project Fund Requisition
 - D) Form of Certificate Designating Borrower Representatives
2. Closing Certificate
3. Copy of Resolution approving financing
4. Use of Proceeds Certificate
5. Certificate Designating Borrower Representatives
6. Borrower Attorney's closing opinion
7. Internal Revenue Service Form 8038
8. Truist Merger Announcement
9. ACH draft authorization

FINANCING AGREEMENT

THIS FINANCING AGREEMENT (this “Contract”) is dated as of August ____ 2020, and is between **TOWN OF HARRISBURG, NORTH CAROLINA**, a public body of the State of North Carolina (the “Borrower”), and **TRUIST BANK** (“Lender”).

RECITALS:

The Borrower has the power, pursuant to Section 160A-20 of the North Carolina General Statutes, to enter into installment contracts to finance or refinance the purchase of personal property, or the repair of fixtures or improvements on real property, and to secure its obligations under such contracts by security interests in all or a portion of the property purchased or improved. This Contract provides for Lender to advance \$615,000.00 to the Borrower to enable the Borrower to acquire [and install] the Equipment (as defined below), and provides for securing the Borrower’s obligations under this Contract by creating certain security interests in favor of Lender.

This Contract secures current advances of \$615,000.00 The current scheduled date for final repayment is on September 1, 2030.

NOW THEREFORE, for and in consideration of the mutual promises in this Contract, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined shall have the following meanings:

“Additional Payments” means any of Lender’s reasonable and customary fees and expenses related to the transactions contemplated by this Contract, any of Lender’s expenses (including attorneys’ fees) in prosecuting or defending any action or proceeding in connection with this Contract, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which Lender is required to pay as a result of this Contract, inspection and re-inspection fees, and any other amounts payable by the Borrower (or paid by Lender on the Borrower’s behalf) as a result of its covenants under this Contract (together with interest that may accrue on any of the above if the Borrower shall fail to pay the same, as set forth in this Contract).

“Amount Advanced” has the meaning assigned in Section 2.02.

“Bond Counsel Opinion” means a written opinion (in form and substance acceptable to Lender) of an attorney or firm of attorneys acceptable to Lender.

“Borrower” means the Town of Harrisburg, North Carolina.

“Borrower Representative” means the Borrower’s finance officer, investment officer or such other person or persons at the time designated, by a written certificate in the form of Exhibit D attached hereto furnished to Lender and signed on the Borrower’s behalf by an authorized representative of the Borrower, to act on the Borrower’s behalf for any purpose (or any specified purpose) under this Contract.

“Budget Officer” means the Borrower officer from time to time charged with preparing the Borrower’s draft budget as initially submitted to the Governing Board for its consideration.

“Business Day” means any day on which banks in the State are not by law authorized or required to remain closed.

“Closing Date” means the date on which this Contract is first executed and delivered by the parties.

“Code” means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Borrower’s obligations under this Contract and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

“Equipment” has the meaning assigned in Section 2.03, and is generally expected to include the personal property described in Exhibit A.

“Event of Default” means one or more events of default as defined in Section 7.01.

“Event of Nonappropriation” means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the Borrower that includes an appropriation for Required Payments, or the Governing Board’s amendment of the annual budget to remove an appropriation for Required Payments, in each case as contemplated by Section 3.05.

“Fiscal Year” means the Borrower’s fiscal year beginning July 1, or such other fiscal year as the Borrower may later lawfully establish.

“Governing Board” means the Borrower’s governing board as from time to time constituted.

“Installment Payments” means the payments payable by the Borrower pursuant to Section 3.01.

“LGC” means the North Carolina Local Government Commission.

“Net Proceeds,” when used with respect to any amounts derived from claims made on account of insurance coverages required under this Contract, any condemnation award arising out of the condemnation of all or any portion of the Equipment, or any amounts received in lieu or in

settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys' fees and costs) incurred in the collection of such proceeds, and after reimbursement to the Borrower or Lender for amounts previously expended to remedy the event giving rise to such payment or proceeds.

"Payment Dates" means the dates indicated in Exhibit B.

"Prime Rate" means the interest rate so denominated and set by Lender (whether or not such bank, or any affiliate thereof, is at any time the counterparty to this Contract) as its "Prime Rate," as in effect from time to time.

"Project Costs" means all costs of the design, planning, acquiring and installing the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the Borrower under this Contract, including (a) sums required to reimburse the Borrower or its agents for advances for any such costs, (b) interest during the period of the acquisition and installation of the Equipment and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Contract and all related transactions.

"Project Fund" has the meaning assigned in Section 2.02.

"Required Payments" means Installment Payments and Additional Payments.

"Section 160A-20" means Section 160A-20 of the North Carolina General Statutes, as amended, or any successor provision of law.

"Security Property" means the Equipment and all amounts on deposit from time to time in the Project Fund.

"State" means the State of North Carolina.

"UCC" means the Uniform Commercial Code or any successor law as in effect from time to time in the State, currently Chapter 25 of the North Carolina General Statutes.

All references in this Contract to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Contract. The words "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

ARTICLE II

SECURITY PROVIDED BY THIS CONTRACT; ADVANCE

2.01. Security for Payment and Performance. This Contract secures the Borrower's payment, as and when the same shall become due and payable, of all Required Payments and the Borrower's timely compliance with all terms, covenants and conditions of this Contract.

2.02. Advance. Lender shall advance \$615,000.00 (the "Amount Advanced") to the Borrower by making a deposit of \$615,000.00 (the Amount Advanced) on the Closing Date to a Project Fund (the "Project Fund") as provided in Article IV herein, and the Borrower hereby accepts the Amount Advanced from Lender.

2.03. UCC Security Agreement.

(a) This Contract is intended as and constitutes a security agreement pursuant to the UCC with respect to the following:

- (i) all moneys on deposit from time to time in the Project Fund; and
- (ii) all property acquired by the Borrower with funds advanced by Lender pursuant to this Contract, all personal property obtained in substitution or replacement therefor, and all personal property obtained in substitution or replacement for any portion of the Security Property, and all proceeds of the foregoing (collectively, the "Equipment").

To secure the Required Payments, the Borrower hereby grants to Lender a security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.

(b) The Borrower shall allow Lender to deliver and file, or cause to be filed, in such place or places as may be required by law, financing statements (including any continuation statements required by the UCC or determined by Lender) in such form as Lender may reasonably require to perfect and continue the security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.

2.04. Borrower's Limited Obligation. (a) THE PARTIES INTEND THAT THIS TRANSACTION COMPLY WITH SECTION 160A-20. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE BORROWER'S FAITH AND CREDIT WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS A DELEGATION OF GOVERNMENTAL POWERS OR AS AN IMPROPER DONATION OR A LENDING OF THE BORROWER'S CREDIT WITHIN THE MEANING OF THE STATE CONSTITUTION. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE BORROWER IN VIOLATION OF SECTION 160A-20. No provision of this Contract shall be construed to pledge or to create a lien on any class or source

of the Borrower's moneys (other than the funds held under this Contract), nor shall any provision of this Contract restrict the future issuance of any of the Borrower's bonds or obligations payable from any class or source of the Borrower's moneys (except to the extent this Contract restricts the incurrence of additional obligations secured by the Security Property). In the event of any conflict between this Section or Section 160A-20 and any other provision of this Contract, this Section and Section 160A-20 take precedence over any other provisions of this Contract.

(b) Nothing in this Section is intended to impair or prohibit execution on the Security Property if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Contract.

2.05. Borrower's Continuing Obligations. The Borrower shall remain liable for full performance of all its covenants under this Contract (subject to the limitations described in Section 2.04), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

- (a) Lender's waiver of any right granted or remedy available to it;
- (b) The forbearance or extension of time for payment or performance of any obligation under this Contract, whether granted to the Borrower, a subsequent owner of the Equipment or any other person;
- (c) The release of all or part of the Security Property or the release of any party who assumes all or any part of such performance;
- (d) Any act or omission by Lender (but this provision does not relieve Lender of any of its obligations under this Contract);
- (e) The sale of all or any part of the Equipment; or
- (f) Another party's assumption of the Borrower's obligations under this Contract.

ARTICLE III

BORROWER'S PAYMENT OBLIGATION AND RELATED MATTERS

3.01. Installment Payments. The Borrower shall repay the Amount Advanced by making Installment Payments to Lender in lawful money of the United States at the times and in the amounts set forth in Exhibit B, except as otherwise provided in this Contract. As indicated in Exhibit B, the Installment Payments reflect the repayment of the Amount Advanced and include designated interest components.

3.02. Additional Payments. The Borrower shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

3.03. Prepayment. Non-callable for first half of term, after which the transaction will be prepayable in whole at any time without penalty.

3.04. Late Payments. If the Borrower fails to pay any Installment Payment when due, the Borrower shall pay additional interest on the principal component of the late Installment Payment (as permitted by law) at an annual rate equal to the Prime Rate from the original due date.

3.05. Appropriations. (a) The Budget Officer shall include in the initial proposal for each of the Borrower's annual budgets the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the Borrower's final budget for such Fiscal Year.

(b) The Budget Officer shall deliver notification to Lender within 15 days after the adoption of the annual budget if an amount equal to the Installment Payments and estimated Additional Payments coming due during the next Fiscal Year has not been appropriated by the Borrower in such budget for such purposes. If such amount has not been so appropriated, the Budget Officer shall send a copy of such notification to the LGC, to the attention of its Secretary, at 3200 Atlantic Avenue, Raleigh, NC 27604.

(c) The actions required of the Borrower and its officers and/or officials pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Borrower official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Borrower to carry out and perform the actions required pursuant to this Section and the remainder of this Contract to be carried out and performed by the Borrower.

(d) The Borrower reasonably believes that it can obtain funds sufficient to pay all Required Payments when due.

3.06. No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Contract. The Borrower assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Installment Payments shall be made in all events unless the Borrower's obligation to make Installment Payments is terminated as otherwise provided in this Contract.

3.07. Interest Rate and Payment Adjustment. (a) "Rate Adjustment Event" means (i) any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining, or (ii) receipt by Lender of an opinion of nationally recognized bond counsel to the effect, (A) that the interest component of Installment Payments, or any portion thereof, is includable in any beneficiary's gross income for federal income tax purposes or (B) that the Borrower's obligations under this Contract are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "265 Event").

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit B, but (ii) the interest components of the Installment Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any beneficiary's gross income for federal income tax purposes (or in the case of a 265 Event, retroactively to the Closing Date).

(c) The Borrower shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected beneficiary, notwithstanding the fact that any particular beneficiary may not necessarily be a beneficiary to this Contract on the date of a Rate Adjustment Event. The Borrower shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such beneficiary and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another beneficiary.

ARTICLE IV

PROJECT FUND

4.01. Project Fund. Pursuant to Section 2.02, on the Closing Date, Lender shall deposit \$615,000.00 into the Project Fund, which shall be a special account of the Borrower at Truist Bank to be designated "2020-00004 Town of Harrisburg Project Fund". The Project Fund shall be held separate and apart from all other funds or accounts of the Borrower. The Project Fund is the Borrower's property, but the Borrower may withdraw amounts on deposit in the Project Fund only as provided herein and only for application from time to time to the payment of Project Costs or otherwise as permitted by Section 4.03 hereof. Pending such application, such amounts shall be subject to a lien and charge in favor of Lender to secure the Borrower's obligations hereunder.

4.02. Requisitions from Project Fund. The Borrower may withdraw funds from the Project Fund only after authorization from Lender. Lender shall authorize the disbursement of funds from the Project Fund only to the Borrower and only upon its receipt of one or more written requisitions in the form set forth in Exhibit C attached hereto signed by one of the designated Borrower Representatives. The Borrower shall submit its signed requisitions in pdf format by electronic transmission at the email address contained in the requisition form.

Upon receipt of a requisition from the Borrower, Lender shall undertake such review of the matters referred to in such requisition as it shall deem appropriate, and within seven (7) Business Days after such receipt shall notify the Borrower if it does not approve the requisition with the reasons for its disapproval. Lender has no obligation to make a review and any review by Lender is only for Lender's benefit. Lender shall not unreasonably withhold payment of any requisition.

4.03. Disposition of Project Fund Balance. (a) Promptly after the acquisition of the Equipment, and when the Borrower has withdrawn from the Project Fund all of the funds needed

to acquire the Equipment, the Borrower shall deliver to Lender a written certificate of completion executed by a Borrower Representative stating that (i) the Equipment has been acquired, (ii) there are no mechanic's or other liens against the Equipment for labor or materials furnished in connection with the acquisition of the Equipment, and (iii) no further funds will be requisitioned from the Project Fund to pay Project Costs. Lender may then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid) and apply such amount as provided in subsection (d) of this Section.

(b) Upon the occurrence of an Event of Default, Lender may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(c) If (i) more than three years have elapsed from the Closing Date or (ii) at least six months have elapsed from Lender's most recent receipt of a requisition for Project Costs, then Lender, upon 30 days' notice from Lender to the Borrower, may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(d) Lender may apply any amounts withdrawn from the Project Fund pursuant to this Section in the following order: (i) to the payment of any Additional Payments then due to Lender under this Contract, (ii) to the payment of any interest accrued to the Project Fund disposition date that is then due and payable, (iii) to the payment of any principal amount then due and payable, (iv) to the prepayment of principal and accrued interest in accordance with the prepayment provisions of this Contract, and (v) to the payment of future Installment Payments in inverse order of maturity; provided, however, that (1) at the option of Lender, Lender may deliver funds held in the Project Fund to the Borrower to be applied to additional Project Costs or future debt service payments, and (2) in no event will Lender apply any funds in the manner set forth herein if it is advised in an opinion of bond counsel provided by the Borrower that such a use of funds could adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Installment Payments. Any prepayment pursuant to this Section shall not affect any other Borrower payment obligation hereunder. Lender shall notify the Borrower of any withdrawal from the Project Fund made under this Section, and in the notice shall describe its application of the funds so withdrawn.

4.04. Investment. (a) The Borrower and Lender agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account, as directed by Lender, that meets the requirements of Section 159-30 of the General Statutes of North Carolina, as amended.

(b) From and after the date that is three years from the Closing Date, the Borrower and Lender agree that money in the Project Fund will not be invested at a "yield," as determined under the Code, in excess of the "yield" on the Borrower's obligations under this Contract, unless the Borrower has supplied Lender with an opinion of bond counsel to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Installment Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized

upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 4.03 hereof.

ARTICLE V

BORROWER'S COVENANTS, REPRESENTATIONS AND WARRANTIES

5.01. Indemnification. To the extent permitted by law, the Borrower shall indemnify, protect and save Lender and its officers and directors, and the LGC's members and employees, harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Security Property or the transactions contemplated by this Contract, including without limitation the possession, condition or use of the Equipment. The indemnification arising under this Section shall survive this Contract's termination.

5.02. Covenant as to Tax Exemption. (a) The Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income taxation purposes of the interest portion of the obligation created by this Contract under Section 103 of the Code. In particular, the Borrower covenants that it will not directly or indirectly use or permit the use of any proceeds of any fund created under this Contract, any funds of the Borrower or any property financed or refinanced with funds provided to the Borrower under this Contract, or otherwise take or omit to take any action, that would cause the obligation created by this Contract to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" under Section 141 of the Code. The Borrower will maintain books on which will be recorded (i) Lender or (ii) any assignee of the Installment Payments due under this Contract, as the registered owner of such Installment Payments. To that end, the Borrower has executed the Use of Proceeds Certificate dated the date hereof (the "Use of Proceeds Certificate"), and will comply with all requirements of Section 141 and Section 148 of the Code to the extent applicable.

(b) The Borrower hereby represents and warrants that its representations and warranties in the Use of Proceeds Certificate with respect to its investment and use of funds provided under this Contract, and its use of any property financed or refinanced with funds provided under this Contract, are true, correct and complete.

(c) Without limiting the generality of the foregoing, the Borrower agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created by this Contract from time to time. This covenant shall survive the termination of this Contract.

(d) Notwithstanding any provision of this Section, if the Borrower shall provide to Lender a Bond Counsel Opinion to the effect that any action required under this Section or the Use of Proceeds Certificate is no longer required, or to the effect that some further action is

required, to maintain the exclusion from gross income of the interest on the obligation created by this Contract pursuant to Section 103 of the Code, the Borrower and Lender may rely conclusively on such opinion in complying with the provisions thereof.

(e) To the extent permitted by law, the Borrower hereby designates and authorizes Lender and its employees as its agents and attorneys-in-fact of the Borrower for the purpose of preparing and filing with the IRS a form 8038-G (or other form required under Section 149(e) of the Code) with respect to this Contract.

(f) The Borrower acknowledges that its personnel must be familiar with the arbitrage rebate rules because the tax-exempt status of the interest on the Installment Payments depends upon continuing compliance with such rules. The Borrower therefore covenants to take all reasonable action to assure that Borrower personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

(g) The Borrower represents that the aggregate face amount of all tax-exempt obligations issued by the Borrower during the current calendar year does not, and will not, exceed \$10,000,000. The Borrower also represents that it has designated each of the Installment Payments under this Contract as a “qualified tax-exempt obligation” for the purposes of the Code.

5.03. Validity of Organization and Acts. The Borrower is validly organized and existing under State law, has full power to enter into this Contract and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Contract. This Contract is a valid, legal and binding obligation of the Borrower.

5.04. Maintenance of Existence. The Borrower shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the Borrower’s obligations under this Contract.

5.05. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Borrower’s part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Contract, the consummation of the transactions contemplated by this Contract and the acquisition and installation of the Equipment have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

5.06. No Breach of Law or Contract. Neither the execution and delivery of this Contract nor the consummation of the transactions contemplated by this Contract, nor the fulfillment of or compliance with the terms and conditions of this Contract, (a) to the best of the Borrower’s knowledge, constitutes a violation of any provision of law governing the Borrower or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the Borrower is a party or by which the Borrower is bound.

5.07. No Litigation. There is no litigation or any governmental administrative proceeding to which the Borrower (or any official thereof in an official capacity) is a party that is pending or, to the best of the Borrower's knowledge after reasonable investigation, threatened with respect to (a) the Borrower's organization or existence, (b) its authority to execute and deliver this Contract or to comply with the terms of this Contract, (c) the validity or enforceability of this Contract or the transactions contemplated by this Contract, (d) the title to office of any Governing Board member or any other Borrower officer, (e) any authority or proceedings relating to the Borrower's execution or delivery of this Contract, or (f) the undertaking of the transactions contemplated by this Contract.

5.08. No Current Default or Violation. (a) The Borrower is not in violation of any existing law, rule or regulation applicable to it, (b) the Borrower is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the Borrower is a party or by which it is bound or to which any of its assets are subject, including this Contract, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Contract, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

5.09. No Misrepresentation. No representation, covenant or warranty by the Borrower in this Contract is false or misleading in any material respect.

5.10. Environmental Warranties and Indemnification. (a) The Borrower warrants and represents to Lender that, to the best of the Borrower's knowledge after thorough investigation, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials (as defined herein).

(b) The Borrower covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Equipment, and the Borrower shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Borrower or any lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment.

(c) The Borrower shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the Borrower receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Equipment, the Borrower shall immediately notify Lender. The Borrower shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to Lender's satisfaction.

(d) “Hazardous Materials” means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

(e) To the extent permitted by law, the Borrower shall indemnify and hold Lender harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys’, consultants’ or experts’ fees and expenses) of every kind and nature suffered by or asserted against Lender as a direct or indirect result of any warranty or representation made by the Borrower in subsections (a) through (c) of this Section being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Lender or the Borrower or any transferee or assignee Lender or the Borrower.

(f) The Borrower’s obligations under this Section shall continue in full force and effect notwithstanding full payment of the Required Payments or execution on the security interests created under this Contract.

5.11. Further Instruments. Upon Lender’s request, the Borrower shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by Lender to carry out more effectively the purposes of this Contract or any other document related to the transactions contemplated by this Contract, and to subject to the liens and security interests hereof and thereof all or any part of the Security Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Contract.

5.12. Lender’s Advances for Performance of Borrower’s Obligations. If the Borrower fails to perform any of its obligations under this Contract, Lender is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by Lender (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Security Property, and any associated legal or other expenses), together with interest thereon at the Prime Rate, shall be secured as Additional Payments under this Contract. The Borrower promises to pay all such amounts to Lender immediately upon demand.

5.13. Equipment Will Be Used and Useful. The acquisition and installation of the Equipment is necessary and expedient for the Borrower, and will perform essential functions of the Borrower appropriate for units of local government. The Borrower has an immediate need for, and expects to make immediate use of, all of the Equipment, and does not expect such need or use to diminish in any material respect during the term of this Contract. The Equipment will not be used in any private business or put to any private business use.

5.14. Financial Information. (a) The Borrower shall send to Lender a copy of the Borrower's audited financial statements for each Fiscal Year within 30 days of the Borrower's acceptance of such statements, but in any event within 270 days of the completion of such Fiscal Year.

(b) The Borrower shall furnish Lender, at such reasonable times as Lender shall request, all other financial information (including, without limitation, the Borrower's annual budget as submitted or approved) as Lender may reasonably request. The Borrower shall permit Lender or its agents and representatives to inspect the Borrower's books and records and make extracts therefrom.

5.15. Taxes and Other Governmental Charges. The Borrower shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Contract. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Borrower shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the term of this Contract. The Borrower shall not allow any liens for taxes, assessments or governmental charges with respect to the Equipment or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Equipment or any portion thereof which, if not paid, will become a charge on any interest in the Equipment, including Lender's interest, or the rentals and revenues derived therefrom or hereunder).

5.16. Borrower's Insurance. (a) The Borrower shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the actual cash value of the Equipment. Such property damage insurance shall include Lender as loss payee. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.15.

(b) The Borrower shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance (and auto liability insurance, if applicable) in accordance with State statute or as customarily held by similar entities in the State.

(c) The Borrower shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the Borrower against liability for compensation under applicable State law as in effect from time to time.

(d) All insurance shall be maintained with generally recognized responsible insurers in accordance with State law and may carry reasonable deductible or risk-retention amounts.

(e) Lender shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by Lender.

(f) Upon request by Lender, the Borrower shall deliver to Lender a certificate stating that the risk coverages required by this Contract are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

ARTICLE VI

THE EQUIPMENT

6.01. Acquisition and Installation. The Borrower shall comply with the provisions of Article 8 of Chapter 143 of the North Carolina General Statutes, accept all portions of the Equipment when properly delivered, provide for the proper installation thereof and thereafter promptly place each such portion in service.

6.02. Changes in Location. The Borrower shall promptly inform Lender if any component of the Equipment shall be moved from the location designated for such Equipment at the time of its acquisition.

6.03. Acquisition and Installation within Funds Available. The Borrower represents that, based upon its examination of the plans and specifications for the Equipment, estimated installation costs and the Equipment's anticipated configuration, the Equipment can be acquired and installed for a total price within the total amount of funds to be available therefor in the Project Fund, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes in the Project Fund shall be insufficient to pay the entire cost of acquiring and installing the Equipment, the Borrower promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the Borrower under this Contract.

6.04. Disclaimer of Warranties. The Borrower agrees that Lender has not designed the Equipment, that Lender has not supplied any plans or specifications with respect thereto and that Lender (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition, installation and equipping thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Borrower intends therefor, or (iii) is safe in any manner or respect.

Lender MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment's ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the

acquisition and installation of the Equipment; or any other characteristic of the Equipment; it being agreed that the Borrower is to bear all risks relating to the Equipment, the installation thereof and the transactions contemplated by this Contract, and the Borrower hereby waives the benefits of any and all implied warranties and representations of Lender.

The provisions of this Section shall survive this Contract's termination.

6.05. Right of Entry and Inspection. Lender and its representatives and agents shall have the right to enter upon the Borrower's property and inspect the Equipment from time to time during installation and after the completion of installation, and the Borrower shall cause any vendor, contractor or sub-contractor to cooperate with Lender and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon Lender any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by Lender shall be deemed to impose upon Lender any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon Lender, and no warranties (either express or implied) are made by Lender as to the quality or fitness of any improvement, any such inspection and approval being made solely for Lender's benefit.

6.06. Compliance with Requirements. (a) The Borrower shall cause the Equipment to be installed in a careful manner and in compliance with all applicable legal requirements.

(b) The Borrower shall observe and comply promptly with all current and future requirements relating to the Equipment's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof or (ii) any insurance company writing a policy covering the Equipment or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Equipment.

(c) The Borrower shall obtain and maintain in effect all licenses and permits required for the Equipment's operation.

(d) The Borrower shall in no event use the Equipment or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

6.07. Use and Operation. The Borrower shall use and operate the Equipment and related property for its reasonably intended use and purpose, and for no other purpose unless required by law. The Borrower shall be solely responsible for the Equipment's operation, and shall not contract with any other person or entity for the Equipment's operation.

6.08. Maintenance and Repairs; Additions. (a) The Borrower shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The Borrower may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Equipment. The Borrower shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all Lender's rights under this Contract.

(c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Contract and included in the "Equipment" for the purposes of this Contract.

(d) Notwithstanding the provisions of subsection (c) of this Section, however, the Borrower may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Equipment. All such property shall remain the Borrower's sole property in which Lender shall have no interest; provided, however, that any such property which becomes permanently affixed to the Equipment shall be subject to the lien and security interest arising under this Contract if Lender shall reasonably determine that the Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

6.09. Security. The Borrower shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the Borrower's personal property that is not subject to this Contract.

6.10. Utilities. The Borrower shall pay all charges for utility services furnished to or used on or in connection with the Equipment.

6.11. Risk of Loss. The Borrower shall bear all risk of loss to and condemnation of the Equipment.

6.12. Condemnation. The Borrower shall immediately notify Lender if any governmental authority shall institute, or shall notify the Borrower of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not resulting in a taking of any portion of the Equipment. The Borrower shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to Lender, and to the extent permitted by law hereby irrevocably authorizes and empowers Lender, in the Borrower's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the Borrower receives any Net Proceeds arising from any such action, the Borrower shall apply such Net Proceeds as provided in Section 6.15.

6.13. Title. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall at all times be in the Borrower, subject to the lien of this Contract. Upon the Borrower's payment in full of all Required Payments, Lender, at the Borrower's expense and request, shall cancel this Contract.

6.14. No Encumbrance, Mortgage or Pledge of Equipment. (a) The Borrower shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment. The Borrower shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The Borrower shall reimburse Lender for any expense incurred by Lender to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

6.15. Damage and Destruction; Use of Net Proceeds. (a) The Borrower shall promptly notify Lender if (i) the Equipment or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the installation of the Equipment shall become apparent, or (iii) title to or the use of all or any portion of the Equipment shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) The Borrower shall apply Net Proceeds (i) to the prompt completion, repair or restoration of the Equipment (and pay any costs in excess of the Net Proceeds, if necessary), or (ii) together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03. The Borrower shall promptly report to Lender regarding the use of Net Proceeds.

(c) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the Borrower's property and shall be part of the Equipment.

ARTICLE VII

DEFAULTS AND REMEDIES; EXECUTION

7.01. Events of Default. An "Event of Default" is any of the following:

(a) The Borrower's failing to make any Installment Payment when due.

(b) The occurrence of an Event of Nonappropriation.

(c) The Borrower's breaching or failing to perform or observe any term, condition or covenant of this Contract on its part to be observed or performed, other than as provided in subsections (a) or (b) of this Section, including payment of any Additional Payment, for a period of

15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Borrower by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration.

(d) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Borrower as a debtor, or the appointment of a receiver, custodian or similar officer for the Borrower or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(e) Any warranty, representation or statement made by the Borrower in this Contract is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(f) Any lien, charge or encumbrance prior to the security interest created under Section 2.03, or affecting the validity of this Contract, is found to exist, or proceedings are instituted against the Borrower to enforce any lien, charge or encumbrance against the Equipment and such lien, charge or encumbrance would be prior to the lien of this Contract.

(g) The Borrower's failing to pay when due any principal of or interest on any of its general obligation debt.

7.02. Remedies on Default. Upon the continuation of any Event of Default, Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Installment Payments immediately due and payable;

(b) Proceed by appropriate court action to enforce the Borrower's performance of the applicable covenants of this Contract or to recover for the breach thereof;

(c) As provided in Article IV hereof, pay over any balance remaining in the Project Fund to be applied against outstanding Required Payments in any manner Lender may reasonably deem appropriate; and

(d) Avail itself of all available remedies under this Contract, including execution as provided in Section 7.03, and recovery of attorneys' fees and other expenses.

Notwithstanding any other provision of this Contract, the Borrower and Lender intend to comply with Section 160A-20. No deficiency judgment may be entered against the Borrower in violation of Section 160A-20.

7.03. Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Contract, Lender shall have all the rights and remedies of a secured party under the UCC and may proceed to execute upon the Security Property.

7.04. Possession of Equipment. After a foreclosure sale, the Borrower shall immediately lose the right to possess, use and enjoy the Equipment (but may remain in possession of the

Equipment as a lessee at will of Lender), and thereupon the Borrower (a) shall pay monthly in advance to Lender a fair and reasonable rental value for the use and possession of the Equipment (in an amount Lender shall determine in its reasonable judgment), and (b) upon Lender's demand, shall deliver possession of the Equipment to Lender or, at Lender's direction, to any purchaser of the Equipment after an execution sale.

In addition, upon the continuation of any Event of Default, Lender, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii) lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Borrower's account and in reduction of the Borrower's corresponding Required Payments in such fashion as Lender shall reasonably deem appropriate. Lender shall be liable to account only for rents and profits it actually receives.

7.05. No Remedy Exclusive; Delay Not Waiver. All remedies under this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by Lender, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Contract.

7.06. Payment of Costs and Attorney's Fees. If Lender employs an attorney to assist in the enforcement or collection of Required Payments, or if Lender voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Equipment, to protect the lien of this Contract, to enforce collection of the Required Payments or to enforce compliance by the Borrower with any of the provisions of this Contract, the Borrower agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

ARTICLE VIII

WIRE TRANSFER REQUIREMENTS

In order to prevent unauthorized or fraudulent wire transfers through cyberfraud and other means, Lender and the Borrower hereby agree to the provisions of this Article VIII.

8.01. Wire Transfer Requirements. In the event a wire transfer is made by Lender to disburse funds as contemplated by this Contract (a "Disbursement"), said wire transfer shall be delivered as directed in a written "Disbursement Authorization" provided to Lender by a representative of the Borrower, subject to the terms and conditions set forth in this Article VIII. For the purposes of this Article, a representative of the Borrower shall include employees and elected and/or appointed officials of the Borrower, bond counsel, the Borrower's legal counsel, the Borrower's financial advisor and the LGC.

8.02. Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Lender in person by a representative of the Borrower, Lender shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Borrower. The Borrower shall ensure that a representative of the Borrower will provide such verification to Lender. The Borrower shall not disclose, or allow to be disclosed, such Lender verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Borrower accepts the risk of such third party knowledge of the security procedures. If the Borrower has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Borrower shall notify Lender immediately.

8.03 Payee Identification. The Borrower is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Lender by a representative of the Borrower, including but not limited to the bank name and its ABA number, beneficiary's account name and account number and beneficiary's physical address, together with other information requested by Lender (collectively, "Remittance Instructions"). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Borrower acknowledges that Lender may make payment on the basis of the account number alone, that Lender is not obligated to detect such errors, and that the Borrower assumes the risk of any loss resulting therefrom.

8.04 Duty to Reconcile Written Confirmation. Upon request from a representative of the Borrower, Lender shall use its best efforts to send a representative of the Borrower written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Borrower shall promptly review and reconcile the written confirmation of the Disbursement sent by Lender, and shall report to Lender in writing, promptly, but in no event later than ten Business Days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Lender and the Borrower agree that ten Business Days is a reasonable time for the detection and reporting to Lender of such information. After that time, all items on the written confirmation will be considered correct and the Borrower will be precluded from recovering from Lender if such wire transfer identified in the written confirmation was actually made by Lender. For the avoidance of doubt, any such writings can be provided electronically.

8.05 Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Borrower pursuant to Section 8.02, it shall be binding on the Borrower if Lender acted in good faith in making such Disbursement.

8.06 Recordation. Lender may record any telephone conversation between Lender and a representative of the Borrower in order to reduce the risk of unauthorized or erroneous transfers. Lender may retain such recordings for as long as Lender may deem necessary.

8.07 Indemnification and Hold Harmless. If Lender complies with the provisions of this Article VIII, the Borrower agrees that Lender shall not be responsible for any communication or miscommunication by a representative of the Borrower, and the Borrower

further agrees to indemnify, to the extent allowed by law, Lender and hold Lender harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to this Contract.

8.08 Applicable Law. All wire transfer orders are governed by Article 4A of the UCC, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Lender and the Borrower regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

ARTICLE IX

MISCELLANEOUS

9.01. Notices. (a) Any communication required or permitted by this Contract must be in writing.

(b) Any communication under this Contract shall be sufficiently given and deemed given when delivered by hand or on the date shown on a certified mail receipt, or delivery receipt from a national commercial package delivery service, if addressed as follows:

(i) If to the Borrower, to P O Box 100, Harrisburg, North Carolina 28075, Attention: Finance Officer; or

(ii) If to Lender, to Truist Bank, 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

9.02. No Assignments by Borrower. The Borrower shall not sell or assign any interest in this Contract.

9.03. Assignments by Lender. Lender may, at any time and from time to time, assign all or any part of its interest in the Security Property or this Contract, including, without limitation, Lender's rights to receive Required Payments. Any assignment made by Lender or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Lender pursuant to this Contract.

The Borrower agrees that this Contract may become part of a pool of obligations at Lender's or its assignee's option. Lender or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract. Any assignment by Lender may be only to a bank, insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of Lender's interest in the

Equipment or this Contract shall be effective unless and until the Borrower shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Borrower further agrees that Lender's interest in this Contract may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the Borrower receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

The Borrower agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Borrower, and the Borrower shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Borrower shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

9.04. Amendments. No term or provision of this Contract may be amended, modified or waived without the prior written consent of the Borrower and Lender.

9.05. Governing Law. The Borrower and Lender intend that State law shall govern this Contract.

9.06. Liability of Officers and Agents. No officer, agent or employee of the Borrower shall be subject to any personal liability or accountability by reason of the execution of this Contract or any other documents related to the transactions contemplated by this Contract. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the Borrower from the performance of any official duty provided by law.

9.07. Severability. If any provision of this Contract shall be determined to be unenforceable, that shall not affect any other provision of this Contract.

9.08. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

9.09. Entire Agreement. This Contract constitutes the Borrower's entire agreement with respect to the general subject matter covered by this Contract.

9.10. Binding Effect. Subject to the specific provisions of this Contract, and in particular Section 9.03, this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

9.11 E-Verify. Lender understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. Lender will require that any subcontractor that it uses in connection with the transactions contemplated by this Contract certify to such subcontractor’s compliance with E-Verify.

The remainder of this page left blank intentionally; signature page follows.

IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Contract by duly authorized officers, all as of the date first above written.

(SEAL)

ATTEST:

**TOWN OF HARRISBURG,
NORTH CAROLINA**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

TRUIST BANK

By: _____

Printed Name: _____

Title: _____

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

By: _____

Finance Director

[Signature page to the Financing Agreement between Town of Harrisburg, and Truist Bank]

EXHIBIT A – PROJECT AND EQUIPMENT DESCRIPTION

Fire Truck

All as may be more particularly described in documentation submitted with requisitions pursuant to the Project Fund Agreement.

Exhibit B Payment Schedule

Jul 24, 2020 7:27 am Prepared by DBC Finance

(Finance 7.005 Harrisurg-NC:HARRISB-IP00004) Page 1

BOND DEBT SERVICE

Town of Harrisburg, NC Customer # 9933005043 NAICS921140
Fire Truck Contract Number 00004

Dated Date 08/12/2020
Delivery Date 08/12/2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
08/12/2020						615,000	615,000
03/01/2021	31,000	1.740%	5,915.28	36,915.28		584,000	584,000
06/30/2021					36,915.28	584,000	584,000
09/01/2021	31,000	1.740%	5,080.80	36,080.80		553,000	553,000
03/01/2022	31,000	1.740%	4,811.10	35,811.10		522,000	522,000
06/30/2022					71,891.90	522,000	522,000
09/01/2022	31,000	1.740%	4,541.40	35,541.40		491,000	491,000
03/01/2023	31,000	1.740%	4,271.70	35,271.70		460,000	460,000
06/30/2023					70,813.10	460,000	460,000
09/01/2023	31,000	1.740%	4,002.00	35,002.00		429,000	429,000
03/01/2024	31,000	1.740%	3,732.30	34,732.30		398,000	398,000
06/30/2024					69,734.30	398,000	398,000
09/01/2024	31,000	1.740%	3,462.60	34,462.60		367,000	367,000
03/01/2025	31,000	1.740%	3,192.90	34,192.90		336,000	336,000
06/30/2025					68,655.50	336,000	336,000
09/01/2025	31,000	1.740%	2,923.20	33,923.20		305,000	305,000
03/01/2026	31,000	1.740%	2,653.50	33,653.50		274,000	274,000
06/30/2026					67,576.70	274,000	274,000
09/01/2026	31,000	1.740%	2,383.80	33,383.80		243,000	243,000
03/01/2027	31,000	1.740%	2,114.10	33,114.10		212,000	212,000
06/30/2027					66,497.90	212,000	212,000
09/01/2027	31,000	1.740%	1,844.40	32,844.40		181,000	181,000
03/01/2028	31,000	1.740%	1,574.70	32,574.70		150,000	150,000
06/30/2028					65,419.10	150,000	150,000
09/01/2028	30,000	1.740%	1,305.00	31,305.00		120,000	120,000
03/01/2029	30,000	1.740%	1,044.00	31,044.00		90,000	90,000
06/30/2029					62,349.00	90,000	90,000
09/01/2029	30,000	1.740%	783.00	30,783.00		60,000	60,000
03/01/2030	30,000	1.740%	522.00	30,522.00		30,000	30,000
06/30/2030					61,305.00	30,000	30,000
09/01/2030	30,000	1.740%	261.00	30,261.00			
06/30/2031					30,261.00		
	615,000		56,418.78	671,418.78	671,418.78		

EXHIBIT C – FORM OF PROJECT FUND REQUISITION

[TO BE PREPARED ON BORROWER’S LETTERHEAD FOR SUBMISSION]

PROJECT FUND REQUISITION

[Date] _____

Email requisitions to: GFProjectfunds@bbandt.com

Requisition Team

Truist Bank

Direct Dial: (252) 296-0452 or (252) 296-0659

RE: Request for disbursement of funds from the Project Fund related to Contract No. 9933005043-00004 with the Town of Harrisburg, North Carolina, dated August __, 2020

To Whom It May Concern,

Pursuant to the terms and conditions of the Financing Agreement dated as of August __, 2020 (the “Contract”) between Town of Harrisburg, North Carolina (“Borrower”) and Truist Bank (“Lender”), the Borrower requests the disbursement of funds from the Project Fund established under the Contract for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to the Town of Harrisburg

Amount: \$ _____

Attach copies of Certificates of Origin or Titles and vendor invoices to requisition when submitting.

Project Description: [describe project]

Location of Equipment/Project:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of Town of Harrisburg, North Carolina: _____

Attention: _____

The Borrower makes this requisition pursuant to the following representations:

1. The Borrower has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current Fiscal Year.
2. The purpose of this disbursement is for partial payment of the cost of the Project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Contract, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Borrower shall allow Lender to deliver and file, or cause to be filed, any Uniform Commercial Code financing statements with respect to the Project or portion of the Project that Lender may request to evidence its security interest.
8. The Borrower has in place insurance on this portion of the Project that complies with the insurance provisions of the Contract.
9. Each amount requested for payment in this requisition either (a) represents a reimbursement to the Borrower for a Project Cost expenditure previously made[, and such reimbursement complies with the provisions of the Code (generally, an issuer may reimburse a prior expenditure out of tax-exempt bond proceeds if (i) the issuer has declared its “official intent” to reimburse the expenditure no later than 60 days after the date the expenditure is paid *and* (ii) the expenditure is being reimbursed no later than the end of the permitted “reimbursement period” of at least 18 months, and at most 3 years, from the date the expenditure was paid)][Note: remove in taxable transactions], or (b) will be used by the Borrower promptly upon the receipt of funds from Lender to make payments for Project Costs to third parties described in this requisition.

Capitalized terms used in this requisition have the meanings ascribed in the Contract.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐.

Town of Harrisburg, North Carolina

By: _____

Printed Name: _____

Title: _____

EXHIBIT D – FORM OF CERTIFICATE
DESIGNATING BORROWER REPRESENTATIVES

In accordance with the terms of the Financing Agreement dated August __, 2020 (the “Contract”) between Town of Harrisburg, North Carolina (the “Borrower”) and Truist Bank (“Lender”), the Borrower designates the following persons as Borrower Representatives authorized to sign requisitions to withdraw funds from the Project Fund account (as such terms are defined in the Contract):

Printed Name:

Signature:

The Borrower designates the person listed below an Official Custodian for the purposes of the Federal Deposit Insurance Corporation. The person listed below is an officer, employee or agent of the Borrower who has plenary authority, including control, over funds owned by the Borrower. Control of public funds includes possession of, as well as the authority to establish, accounts in an insured depository institution and to make deposits, withdrawals and disbursements. The Official Custodian on the account is considered the insured depositor.

Printed Name:

Signature:

Last 4 Numbers of
SSN¹:

Date of
Birth:

Upon written notification to Lender, the Borrower may update (a) Borrower Representatives to sign requisitions, or (b) the Official Custodian.

Town of Harrisburg, North Carolina

Name:

Title:

****The Official Custodian must provide a copy of his/her driver’s license.***

¹ The last 4 digits of the official custodian’s social security number will be used only to differentiate the official custodian from other Lender account holders with the same name.

CLOSING CERTIFICATE

The undersigned officers of the Town of Harrisburg, North Carolina (the "Borrower") hereby certify as follows:

1. The Borrower's governing board (the "Board") adopted the attached resolution (the "Resolution"), authorizing and providing for an installment financing with Truist Bank ("Lender"). The Resolution was duly adopted at a meeting duly called and held at which a quorum was present and acting throughout. The Resolution has not been repealed, revoked, rescinded or amended, but remains in full effect as of today. Pursuant to N.C. Gen. Stat. § 143-318.12(a), a current copy of the Board's regular meeting schedule was on file with the Clerk for at least seven days prior to the date of the meeting.

2. The signatures set forth below are the true and genuine signatures of the persons holding the indicated offices. The indicated persons have held such offices at all times since the Resolution was adopted.

<u>Printed Name</u>	<u>Title</u>	<u>Signature</u>
_____	Mayor or Town Manager	_____
_____	Finance Director	_____
_____	Clerk	_____

3. The Borrower has duly authorized, executed and delivered the Financing Agreement (the "Financing Agreement") provided for by the Resolution. We have reviewed the Borrower's representations as set forth in the Financing Agreement, and all of such representations are correct and complete in all material respects as if made today.

4. The seal impressed below is the Borrower's official seal, and has been the Borrower's official seal since prior to the adoption of the Resolution.

5. Neither (a) the adoption of the Resolution, nor (b) the execution and delivery of the Financing Agreement or the consummation of the transactions contemplated by the Financing Agreement, nor (c) the fulfillment of or compliance with the terms and conditions of the Financing Agreement, constitutes on the Borrower's part a material breach or violation of any provision of any contract, lease, instrument or other agreement or any judgment, order or decree of any court or other governmental authority to which the Borrower is a party or by which the Borrower is bound. No event or condition has happened or existed, or is happening or existing, which, at this time, constitutes a material default or which, with notice or lapse of time or both, would constitute an event of default under any such contract, lease, instrument or other agreement or any such judgment, order or decree, that would in any event be likely to have a material adverse effect (a) on the Borrower's financial condition or (b) otherwise on the Borrower's ability to carry out its obligations under the Financing Agreement.

6. There is no litigation or any proceeding before any court or other governmental authority pending or, to the best of our knowledge after reasonable investigation, threatened against the Borrower (or any official thereof in an official capacity) with respect to (a) the Borrower's organization or existence, (b) the Borrower's authority to execute and deliver the Financing Agreement, to adopt the Resolution or to comply with the terms thereof, or (c) the title to office of any member of the Board or any other Borrower officer. To the best of our knowledge, there is no litigation pending or threatened against the Borrower or any other person or entity in any manner affecting or pertaining to the execution or delivery of the Financing Agreement or the transactions contemplated by the Financing Agreement and the Resolution, or that would be likely (if decided adversely to the Borrower) to have a material adverse effect (a) on the Borrower's financial condition or (b) otherwise on the Borrower's ability to carry out its obligations under the Financing Agreement.

7. There has been no material adverse change in the Borrower's financial condition since the date of the last annual financial statement of the Borrower provided to Lender.

WITNESS our signatures and the seal of the Town of Harrisburg, North Carolina, this ____ day of August, 2020.

(SEAL)

By: _____
Mayor or Town Manager

By: _____
Finance Director

By: _____
Clerk

USE OF PROCEEDS CERTIFICATE

The undersigned Finance Officer of Town of Harrisburg, North Carolina (the “Borrower”), is among the Borrower’s officers charged with responsibility for the Borrower’s entering into a Financing Agreement dated as of August ___, 2020 (the “Agreement”), with Truist Bank (“Lender”). This Certificate is delivered as part of the official record of the proceedings for the delivery of the Agreement, as contemplated by Treasury Regulations Section 1.148-2(b)(2). I am executing and delivering this Certificate on behalf of the Borrower to set forth in good faith the Borrower’s reasonable expectations concerning the use and investment of financing proceeds and other related matters, in order to assure that interest on the Obligations (as defined below) will be excluded from gross income for federal income tax purposes. I understand that I have an obligation to make the representations in this Certificate both correct and complete.

All capitalized terms used in this Certificate and not otherwise defined have the meanings assigned to such terms under the Treasury Regulations applicable to tax-exempt bonds.

PURPOSE OF AGREEMENT

1. The Borrower is executing and delivering the Agreement today to provide funds to finance the acquisition and installation of the equipment set forth in the Agreement (the “Equipment”), and to pay certain financing costs. Lender will advance funds for the Equipment to the Borrower pursuant to the Agreement. Lender is entering into the Agreement for its own account with no current intention of reselling its rights under the Agreement or any interest therein, except that Lender may make an assignment of payment rights to an affiliate, in whole, at par and without recourse.

PROCEEDS; PAYMENT OBLIGATIONS

2. (a) In accordance with the Agreement, Lender will advance on behalf of the Borrower the amount of \$615,000.00 (the “Proceeds”) by making a deposit into a Project Fund created pursuant to the Agreement.

(b) Under the Agreement, the Borrower is obligated to pay Installment Payments (as defined in the Agreement) on the dates and in the amounts set forth in the Agreement (the Borrower’s obligations to pay Installment Payments are referred to in this Certificate as the “Obligations”), subject to prepayment as provided in the Agreement.

(c) The Installment Payments reflect the repayment of the Proceeds and include a designated interest component corresponding to an annual interest rate as set forth in the Agreement. The Borrower does not expect to prepay any of the Obligations prior to the scheduled payment dates.

USE OF PROCEEDS; REIMBURSEMENT

3. (a) All of the Proceeds and all investment earnings thereon will be used to pay Project Costs, including costs incurred in connection with the execution and delivery of the Agreement and interest on the Obligations during the construction period.

(b) All of such costs will be incurred and expenditures made subsequent to today, except for reimbursement to the Borrower for (i) amounts (A) paid by the Borrower not more than 60 days prior to the Borrower's declaration of its official intent to reimburse itself for such expenditure, and (B) paid by the Borrower within 18 months of the later of (1) the date the original expenditure was paid, or (2) the date the project to which such expenditure relates was placed into service (but in no event more than three years after the original expenditure was paid); (ii) amounts representing preliminary expenditures such as engineering, design and similar preliminary expenses, as well as any legal, accounting, or other professional fees incurred in connection with the Borrower's entering into the Agreement and related transactions, in an aggregate amount not exceeding 20% of the principal amount of the Obligations, or (iii) an amount not exceeding the lesser of \$100,000 or 5% percent of the Proceeds.

(c) All of the costs to be paid or reimbursed from Proceeds will be Capital Expenditures, and none will be Working Capital Expenditures. No portion of the Gross Proceeds will be used, directly or indirectly, to make or finance loans to two or more ultimate borrowers.

QUALIFICATION FOR TEMPORARY PERIOD

4. Acquisition and Installment of the Equipment will begin, or did begin, on or about _____. Acquisition and Installment of the Equipment will proceed with due diligence, and the Equipment will be placed in service beginning on or about _____. Within six months of today (if it has not already done so), the Borrower will enter into substantial binding obligations to third parties to spend Proceeds on Project Costs that are Capital Expenditures in an amount exceeding 5% of the amount financed. The Borrower estimates that all the Proceeds and all the investment earnings thereon will be fully expended within _____ months from today.

INVESTMENT PROCEEDS

5. (a) Any earnings or net profit derived from the investment of the Proceeds will be used to pay additional Project Costs or interest on the Obligations not later than the date that is the later of (i) three years from today or (ii) twelve months from the date of the receipt of such earnings.

(b) After the date that is three years from today, the Borrower will not invest any of the Gross Proceeds at a Yield in excess of the Yield on the Obligations.

(c) No investment will be acquired or disposed of at a cost or price that exceeds its Fair Market Value as of the acquisition date, or which is less than its Fair Market Value as of the disposition date. No portion will be invested in any investment as to which the economic return is substantially guaranteed for more than three years.

(d) No portion of the Gross Proceeds will be used, directly or indirectly, to replace funds that the Borrower used (directly or indirectly) to acquire securities or obligations producing (or expected to produce) a Yield higher than the Yield on the Obligations.

NO OVER-ISSUANCE OR EXCESSIVE MATURITY

6. (a) The sum of the Proceeds and the reasonably expected investment earnings thereon does not exceed the amount reasonably expected to be required to pay Project Costs, including interest on the Obligations during construction and financing costs.

(b) The term of the Obligations is not longer than reasonably necessary for the governmental purposes thereof, and is not longer than the expected remaining useful life of the Equipment.

(c) In connection with the issuance of the Obligations, the Borrower has not utilized any device not described in this Certificate) which attempts to circumvent the restrictions of the Code to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage. The Borrower has not attempted to increase improperly the burden on the market for tax-exempt securities (for example, by selling its obligations in larger amounts or with longer maturities, or selling them sooner, than would otherwise be necessary).

COMPLIANCE WITH REBATE REQUIREMENT

7. In the Agreement, the Borrower has agreed to comply with provisions of the Code which in some circumstances require the Borrower to pay some of its investment earnings to the United States, as provided in Code Section 148.

PRIVATE ACTIVITY TESTS

8. No payment on the Obligations is secured by property to be used in any private business (meaning any trade or business carried on by any person, including the federal government, that is not a state or local government, but excluding uses by any person as a member of the general public). None of the Proceeds are to be used for any such private business use. The Borrower has no leases, management contracts or other agreements with private entities or the federal government for either (a) management or operation of the Equipment, or (b) the use of designated portions of the Equipment.

QUALIFIED TAX-EXEMPT OBLIGATIONS

9. (a) For the reasons set forth in Section 8 above, none of the Obligations are “private activity bonds” within the meaning of Code Section 141. The aggregate amount of tax-exempt obligations, including the Obligations, issued and reasonably expected as of today to be issued in the current calendar year by (i) the Borrower, (ii) all entities on behalf of which the Borrower issues tax-exempt obligations, (iii) all governmental units that are “subordinate” to the Borrower, within the meaning of Code Section 265(b)(3), and (iv) all entities that issue tax-exempt obligations on behalf of the same such entities, does not exceed \$10,000,000. The Borrower has no reason to believe that the Borrower and such other entities will issue tax-exempt obligations in the current calendar year in an aggregate amount that will exceed such \$10,000,000 limit.

(b) In making the statements in subparagraph (a) above, I have taken into account (i) all the Borrower's departments and agencies and (ii) all political subdivisions or other entities (x) which have the power to borrow money or enter into contracts and (y) of which the Borrower is a member or over which it has legal or practical control. For all of such entities, I have taken into account all bonds, bond anticipation notes, installment or lease-purchase contracts and all other obligations to pay money (excluding only current accounts payable and private activity bonds) issued or to be issued or contracted by such entities in the current calendar year. I have not included any private activity bonds or any refunding obligations excluded from the annual \$10,000,000 calculation by Code Section 265(b)(3).

(c) The Borrower designates each of the Installment Payments under the Agreement as a "qualified tax-exempt obligation" for the purposes of the Code.

INVESTED SINKING FUNDS

10. There are no funds (a) to be held under the Agreement or (b) which are pledged as security for the Obligations (including by way of negative pledges), or which will be used to pay the Obligations, or which could be reasonably be expected to be available to pay the Obligations if the Borrower were to encounter financial difficulty, other than the Project Fund referenced above. The Borrower will pay the Obligations from its general funds, with there being no obligation (or expectation) on the part of the Borrower or any other entity to segregate or identify any particular funds or accounts for the payment of or security for the Obligations.

MISCELLANEOUS

11. (a) No substantial part of the Equipment will be sold, no arrangement has been or will be entered into with respect to the Equipment that would be treated as a sale for federal income tax purposes, and the Borrower expects to use the Equipment for their currently-intended purpose at least until the stated date for final payment of the Obligations, in all cases other than such insubstantial portions as may be disposed of in the ordinary course of business due to normal wear or obsolescence.

(b) There are no other tax-exempt bonds, notes or obligations of the Borrower which (1) were or will be sold within 15 days of the date the Agreement was entered into, (2) were or will be sold pursuant to a plan of financing common with the plan of financing for the Agreement, and (3) are reasonably expected to be paid from substantially the same source of funds as the Agreement.

(c) None of the Proceeds will be used to make any payment on any other Borrower obligation that was contracted in the exercise of the Borrower's borrowing power.

(d) No portion of the Obligations is Federally Guaranteed.

(e) The Borrower will cooperate with Lender in preparing, executing, and filing in a timely manner IRS Form 8038 and such other reports and documents as may be required in order for the interest on the Obligations to be excluded from gross income for federal income tax purposes.

REASONABLENESS; BINDING EFFECT

12. To the best of my knowledge and belief, the expectations set forth above are reasonable and the statements set forth above are correct. The Borrower's covenants made as described in this Certificate are intended as binding covenants of the Borrower.

WITNESS my signature this ____ day of August, 2020.

Finance Officer
Town of Harrisburg, North Carolina

Use of Proceeds



BB&T is now Truist Bank

Branch Banking and Trust Company (“BB&T”) and SunTrust Bank have merged and we are now known as Truist Bank (“Truist”). Although now your loan documents reflect Truist as the Lender or Bank, BB&T Governmental Finance and BB&T Loan Services will continue to operate under the BB&T name for some period of time until operating systems convert to Truist systems.

In addition, effective on the date of the merger any disclosure, form or instrument naming BB&T as a party constitutes a valid and binding obligation of Truist. You may also from time to time receive correspondence, statements, documentation and information in the name of BB&T for an extended period of time after the merger. Such documentation will apply to your loan as referred to therein and should be viewed as coming from Truist.

TABLE OF CONTENTS

Town of Harrisburg, NC
Installment Purchase Contract, Series 2020
Final Numbers
Truist Bank

Report	Page
Sources and Uses of Funds	1
Bond Pricing	2
Bond Summary Statistics	3
Net Debt Service	4
Proof of Arbitrage Yield	6
Form 8038 Statistics	7
Disclaimer	8

SOURCES AND USES OF FUNDS

Town of Harrisburg, NC
Installment Purchase Contract, Series 2020
Final Numbers
Truist Bank

Dated Date 08/12/2020
Delivery Date 08/12/2020

Sources:

Bond Proceeds:	
Par Amount	615,000.00
	615,000.00

Uses:

Project Fund Deposits:	
Project Fund	599,000.00
Cost of Issuance:	
Other Cost of Issuance	16,000.00
	615,000.00

BOND PRICING

Town of Harrisburg, NC
Installment Purchase Contract, Series 2020
Final Numbers
Truist Bank

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	03/01/2021	31,000	1.740%	1.740%	100.000
	09/01/2021	31,000	1.740%	1.740%	100.000
	03/01/2022	31,000	1.740%	1.740%	100.000
	09/01/2022	31,000	1.740%	1.740%	100.000
	03/01/2023	31,000	1.740%	1.740%	100.000
	09/01/2023	31,000	1.740%	1.740%	100.000
	03/01/2024	31,000	1.740%	1.740%	100.000
	09/01/2024	31,000	1.740%	1.740%	100.000
	03/01/2025	31,000	1.740%	1.740%	100.000
	09/01/2025	31,000	1.740%	1.740%	100.000
	03/01/2026	31,000	1.740%	1.740%	100.000
	09/01/2026	31,000	1.740%	1.740%	100.000
	03/01/2027	31,000	1.740%	1.740%	100.000
	09/01/2027	31,000	1.740%	1.740%	100.000
	03/01/2028	31,000	1.740%	1.740%	100.000
	09/01/2028	30,000	1.740%	1.740%	100.000
	03/01/2029	30,000	1.740%	1.740%	100.000
	09/01/2029	30,000	1.740%	1.740%	100.000
	03/01/2030	30,000	1.740%	1.740%	100.000
	09/01/2030	30,000	1.740%	1.740%	100.000
		615,000			

Dated Date 08/12/2020
Delivery Date 08/12/2020
First Coupon 03/01/2021

Par Amount 615,000.00
Original Issue Discount

Production 615,000.00 100.000000%
Underwriter's Discount

Purchase Price 615,000.00 100.000000%
Accrued Interest

Net Proceeds 615,000.00

BOND SUMMARY STATISTICS

Town of Harrisburg, NC
Installment Purchase Contract, Series 2020
Final Numbers
Truist Bank

Dated Date	08/12/2020
Delivery Date	08/12/2020
Last Maturity	09/01/2030
Arbitrage Yield	1.739912%
True Interest Cost (TIC)	1.739912%
Net Interest Cost (NIC)	1.740000%
All-In TIC	2.275260%
Average Coupon	1.740000%
Average Life (years)	5.272
Duration of Issue (years)	4.995
Par Amount	615,000.00
Bond Proceeds	615,000.00
Total Interest	56,418.78
Net Interest	56,418.78
Total Debt Service	671,418.78
Maximum Annual Debt Service	71,891.90
Average Annual Debt Service	66,789.38
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	615,000.00	100.000	1.740%	5.272
	615,000.00			5.272

	TIC	All-In TIC	Arbitrage Yield
Par Value	615,000.00	615,000.00	615,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(16,000.00)	
- Other Amounts			
Target Value	615,000.00	599,000.00	615,000.00
Target Date	08/12/2020	08/12/2020	08/12/2020
Yield	1.739912%	2.275260%	1.739912%

NET DEBT SERVICE

Town of Harrisburg, NC
Installment Purchase Contract, Series 2020
Final Numbers
Truist Bank

Date	Principal	Coupon	Interest	Total Debt Service	Net Debt Service	Annual Net D/S
03/01/2021	31,000	1.740%	5,915.28	36,915.28	36,915.28	
06/30/2021						36,915.28
09/01/2021	31,000	1.740%	5,080.80	36,080.80	36,080.80	
03/01/2022	31,000	1.740%	4,811.10	35,811.10	35,811.10	
06/30/2022						71,891.90
09/01/2022	31,000	1.740%	4,541.40	35,541.40	35,541.40	
03/01/2023	31,000	1.740%	4,271.70	35,271.70	35,271.70	
06/30/2023						70,813.10
09/01/2023	31,000	1.740%	4,002.00	35,002.00	35,002.00	
03/01/2024	31,000	1.740%	3,732.30	34,732.30	34,732.30	
06/30/2024						69,734.30
09/01/2024	31,000	1.740%	3,462.60	34,462.60	34,462.60	
03/01/2025	31,000	1.740%	3,192.90	34,192.90	34,192.90	
06/30/2025						68,655.50
09/01/2025	31,000	1.740%	2,923.20	33,923.20	33,923.20	
03/01/2026	31,000	1.740%	2,653.50	33,653.50	33,653.50	
06/30/2026						67,576.70
09/01/2026	31,000	1.740%	2,383.80	33,383.80	33,383.80	
03/01/2027	31,000	1.740%	2,114.10	33,114.10	33,114.10	
06/30/2027						66,497.90
09/01/2027	31,000	1.740%	1,844.40	32,844.40	32,844.40	
03/01/2028	31,000	1.740%	1,574.70	32,574.70	32,574.70	
06/30/2028						65,419.10
09/01/2028	30,000	1.740%	1,305.00	31,305.00	31,305.00	
03/01/2029	30,000	1.740%	1,044.00	31,044.00	31,044.00	
06/30/2029						62,349.00
09/01/2029	30,000	1.740%	783.00	30,783.00	30,783.00	
03/01/2030	30,000	1.740%	522.00	30,522.00	30,522.00	
06/30/2030						61,305.00
09/01/2030	30,000	1.740%	261.00	30,261.00	30,261.00	
06/30/2031						30,261.00
	615,000		56,418.78	671,418.78	671,418.78	671,418.78

NET DEBT SERVICE

Town of Harrisburg, NC
 Installment Purchase Contract, Series 2020
 Final Numbers
 Truist Bank

Period Ending	Principal	Coupon	Interest	Total Debt Service	Net Debt Service
06/30/2021	31,000	1.740%	5,915.28	36,915.28	36,915.28
06/30/2022	62,000	1.740%	9,891.90	71,891.90	71,891.90
06/30/2023	62,000	1.740%	8,813.10	70,813.10	70,813.10
06/30/2024	62,000	1.740%	7,734.30	69,734.30	69,734.30
06/30/2025	62,000	1.740%	6,655.50	68,655.50	68,655.50
06/30/2026	62,000	1.740%	5,576.70	67,576.70	67,576.70
06/30/2027	62,000	1.740%	4,497.90	66,497.90	66,497.90
06/30/2028	62,000	1.740%	3,419.10	65,419.10	65,419.10
06/30/2029	60,000	1.740%	2,349.00	62,349.00	62,349.00
06/30/2030	60,000	1.740%	1,305.00	61,305.00	61,305.00
06/30/2031	30,000	1.740%	261.00	30,261.00	30,261.00
	615,000		56,418.78	671,418.78	671,418.78

PROOF OF ARBITRAGE YIELD

Town of Harrisburg, NC
 Installment Purchase Contract, Series 2020
 Final Numbers
 Truist Bank

Date	Debt Service	Present Value to 08/12/2020 @ 1.7399120581%
03/01/2021	36,915.28	36,563.46
09/01/2021	36,080.80	35,428.72
03/01/2022	35,811.10	34,860.62
09/01/2022	35,541.40	34,299.68
03/01/2023	35,271.70	33,745.83
09/01/2023	35,002.00	33,198.98
03/01/2024	34,732.30	32,659.06
09/01/2024	34,462.60	32,125.97
03/01/2025	34,192.90	31,599.66
09/01/2025	33,923.20	31,080.03
03/01/2026	33,653.50	30,567.01
09/01/2026	33,383.80	30,060.54
03/01/2027	33,114.10	29,560.52
09/01/2027	32,844.40	29,066.89
03/01/2028	32,574.70	28,579.58
09/01/2028	31,305.00	27,228.73
03/01/2029	31,044.00	26,768.83
09/01/2029	30,783.00	26,314.85
03/01/2030	30,522.00	25,866.70
09/01/2030	30,261.00	25,424.33
671,418.78		615,000.00

Proceeds Summary

Delivery date	08/12/2020
Par Value	615,000.00
Target for yield calculation	615,000.00

FORM 8038 STATISTICS

Town of Harrisburg, NC
Installment Purchase Contract, Series 2020
Final Numbers
Truist Bank

Dated Date 08/12/2020
Delivery Date 08/12/2020

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	03/01/2021	31,000.00	1.740%	100.000	31,000.00	31,000.00
	09/01/2021	31,000.00	1.740%	100.000	31,000.00	31,000.00
	03/01/2022	31,000.00	1.740%	100.000	31,000.00	31,000.00
	09/01/2022	31,000.00	1.740%	100.000	31,000.00	31,000.00
	03/01/2023	31,000.00	1.740%	100.000	31,000.00	31,000.00
	09/01/2023	31,000.00	1.740%	100.000	31,000.00	31,000.00
	03/01/2024	31,000.00	1.740%	100.000	31,000.00	31,000.00
	09/01/2024	31,000.00	1.740%	100.000	31,000.00	31,000.00
	03/01/2025	31,000.00	1.740%	100.000	31,000.00	31,000.00
	09/01/2025	31,000.00	1.740%	100.000	31,000.00	31,000.00
	03/01/2026	31,000.00	1.740%	100.000	31,000.00	31,000.00
	09/01/2026	31,000.00	1.740%	100.000	31,000.00	31,000.00
	03/01/2027	31,000.00	1.740%	100.000	31,000.00	31,000.00
	09/01/2027	31,000.00	1.740%	100.000	31,000.00	31,000.00
	03/01/2028	31,000.00	1.740%	100.000	31,000.00	31,000.00
	09/01/2028	30,000.00	1.740%	100.000	30,000.00	30,000.00
	03/01/2029	30,000.00	1.740%	100.000	30,000.00	30,000.00
	09/01/2029	30,000.00	1.740%	100.000	30,000.00	30,000.00
	03/01/2030	30,000.00	1.740%	100.000	30,000.00	30,000.00
	09/01/2030	30,000.00	1.740%	100.000	30,000.00	30,000.00
		615,000.00			615,000.00	615,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	09/01/2030	1.740%	30,000.00	30,000.00		
Entire Issue			615,000.00	615,000.00	5.2723	1.7399%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	16,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

DISCLAIMER

Town of Harrisburg, NC
Installment Purchase Contract, Series 2020
Final Numbers
Truist Bank

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TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Back Creek Greenway Property Acquisition Contract and Capital Outlay Restructuring

Presenting Personnel:

Daniel Stines, Parks & Recreation Director

Suggested Motion or Action:

If approved:

Motion to approve a contract with Professional Property Services Inc. for the acquisition of up to twenty five (25) permanent easement acquisition tax parcels in association of the Back Creek Greenway and approve the combination of two FY2021 capital outlay purchases, 2019-5000-001 and 2020-5000-001, and establish a new Capital Outlay project 2020-5000-001 - \$170,000.

Description/Background:

The Back Creek Greenway has been identified as one of the top priority greenway corridors within the Comprehensive Bicycle, Pedestrian, Greenway Master Plan for the Town of Harrisburg. This alignment is particularly unique, given its parallel alignment within the Harrisburg Community along Hwy 49, as well its central/core placement within the Town. If constructed, this multi-use path greenway alignment would provide connectivity from Caldwell Road to Stallings Rd with future connections to Rocky River. The greatest benefits to this greenway section lie within its ability to provide alternative routes to school, shopping and work, as well its many health and quality of life benefits. The Back Creek Greenway has the ability to connect over 2,000 residents to Harrisburg's Central Business District, Elementary, Middle and High School Campuses as well Harrisburg's Park system.

The Town has a great opportunity to begin acquiring the needed tax parcels to construct this greenway, that could potentially save the Town considerable funds. The Town has been working vigorously to partner alongside the Water Sewer Authority of Cabarrus County (WSACC) in an effort to align with their property acquisitions as part of their primary sewer upgrade along the same corridor. In doing this, the Town is able to save costly fees associated with title/deed search, property valuations, is able to consolidate property owner discussions and many other terms as it relates to property negotiations. The Town conservatively estimates \$50,000 in savings by coordinating and partnering with WSACCs acquisition efforts, resulting in a contract of \$75,000 compared to an estimated \$125,000 if the Town were to go it alone. By maintaining momentum with WSACCs efforts, the Town stands to save substantial funds towards the Back Creek Greenway efforts, not only in the land acquisition phase but the construction phases as well. By aligning with their utility easement, the Town would save significantly in surveying, clearing, and mass grading efforts that are typical of greenway construction. The Town is appreciative of WSACC and their willingness to allow us to partner with them in these efforts and welcoming the potential greenway corridor within their utility corridor.

Recommendation:

Staff recommends approval of a contract for an amount not to exceed \$75,000 to Professional Property Services LLC for the easement/property negotiation of up to 25 parcels for the Back Creek Greenway alignment and approve the combination of two FY2021 capital outlay purchases, 2019-5000-001 and 2020-5000-001

Fiscal Impact:

Fiscal impact is for an amount not to exceed \$75,000. It should be noted that all 25 parcels may not require the full \$3,000 per parcel shown on the contract. These are amounts not to exceed. An example would be: Town owned or County owned properties or properties secured by development which are required per UDO to be donated for greenway use (i.e. Shae Homes/Camellia Gardens).

The Town has two existing current-year capital projects related to the Greenway, \$20,000 for easement costs and \$150,000 for greenway construction. Town staff propose combining these two projects into one Back Creek Greenway project with an available budget of \$170,000. The attached contract for \$75,000 would utilize these funds, leaving \$95,000 in the current year to dedicate to the actual easement acquisition costs, if applicable.

The Town has a Capital Reserve Fund - Parks and Recreation with a 6.30.2020 balance of approximately \$177,000 that will remain intact for potential use towards future greenway easement projects and/or construction if desired by Council.

Attachments:

1. Professional Property Services, Inc. - Back Creek Greenway



July 30, 2020

Mr. Daniel Stines, Director
Town of Harrisburg
4100 Main Street
Suite 103
Harrisburg, NC 28075

RE: Proposed Bid for Greenway Acquisition along Back Creek Interceptor

Dear Daniel,

It was a pleasure speaking with you today. Professional Property Services, Inc. (PPS) is pleased to provide this proposal for the subject Greenway acquisitions. This Proposal assumes up to twenty-five (25) permanent and/or temporary construction easement acquisition tax parcels.

The following proposed scope of services labeled Exhibit A outlines the services and additional services which may be rendered. Our proposed combined maximum total contract amount for this Greenway Acquisition shall not exceed **Seventy-Five Thousand, dollars (\$75,000)** and is detailed on the attached Exhibit B.

It is our goal to represent the Town of Harrisburg in a courteous and professional manner and to be an asset to your organization. If you have any questions or would like to discuss this proposal further, please do not hesitate to contact me on my mobile at (980) 721-6611 or via email at clong@ppsnc.com. I look forward to hearing from you and being of assistance on this project.

Sincerely,

A handwritten signature in blue ink that reads 'Craig L. Long'.

Craig L. Long, PLS, SR/WA, President

Accepted: _____
Haynes Brigman – Town Manager
Town of Harrisburg, NC

Exhibit A: Scope of Services

1. PPS shall review engineering drawings, plans, plats and exhibits for completeness and accuracy from a real estate acquisition standpoint. PPS will follow customary Town of Harrisburg acquisition policy and procedures with respect to the negotiations process. If required, PPS will assist in meetings with the Client, their consultants or other staff as needed.
2. An introduction letter describing the project (with exhibits attached) will be mailed to each owner. PPS will promptly contact owner for an appointment to discuss the project in detail;
3. Initial meeting - PPS explains project, need and positive effects and benefits. Property owner will be fully advised of how the project is affecting their property and be advised of their legal rights and alternatives if necessary;
4. PPS shall request a donation for the Greenway easement from each owner at the initial contact meeting.
5. If the approved compensation amount is greater than \$15,000, PPS may recommend Town of Harrisburg approve having an independent 3rd party, Attorney conduct a title search, prepare the closing documents and complete the transaction including recordation and disbursing of payment to the property owner.
6. For approved compensation amounts less than \$15,000, PPS prepares a written offer based upon either an estimate or appraisal. Agent shall present the Town of Harrisburg approved offer to the owner and attempt to negotiate a settlement. PPS works with owner(s) to address any concerns and provides written response if necessary;
7. Special Provisions shall be approved by Town of Harrisburg or their designated representative before a final agreement is reached.
8. PPS staff shall make meaningful contacts with the property owners to the satisfaction of Town of Harrisburg to reach a negotiated settlement. Each contact and activity shall be logged in the file diary.
9. If a settlement is reached, the PPS will promptly notify Town of Harrisburg and will proceed to preparation of approval forms, closing, recordation, and payment requests, if applicable.
10. PPS will continue to attempt to reach an agreement with the owner under the direction of Town of Harrisburg until an alternative solution is selected.
11. Completed acquisition files with the diary, all correspondence, approval forms and the recorded document shall be returned to Town of Harrisburg after closing.

Exhibit B: Fee Schedule

The fee schedule for the acquisition services PPS will provide on behalf of Town of Harrisburg or for the Town of Harrisburg are as follows based upon completion of the milestones:

Milestones

1. PPS proposes to invoice 100% of the acquisition fee upon obtaining a fully executed, recordable agreement or upon turning the transaction over to the Town of Harrisburg for further action.

Additional Fee Information

1. Each phase of work shall proceed and be conducted under the direction of the Town of Harrisburg.
2. Revisions requiring go-backs to completed survey plats and successfully negotiated transactions shall be billed at 80% of the original fee amount.

Acquisition Services Bid Proposal Breakdown

<u>Task/Item</u>	<u>Fee</u>
Greenway Parcel Acquisition along Back Creek Interceptor Corridor	25 parcels @ \$3,000 per parcel = \$75,000
<u>Not to Exceed Amount for Greenway Acquisition</u>	<u>\$75,000.00</u>

* Our bid does not include the just compensation due the property owner.

*The above “not to exceed” amount includes all acquisition fees except e-recording or recordation fees at the Register of Deeds office.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Staff Workforce Plan Relating to COVID-19

Presenting Personnel:

Haynes Brigman, Town Manager

Suggested Motion or Action:

If approved:

Motion to approve the proposed staffing plan outlined in the Workforce Plan Resolution.

Description/Background:

As the adjustments for workforce staffing continue to evolve with the changing impacts of COVID-19, management has put together a plan to address these challenges in a cost-conscious manner that ensures work output continues as close to normal as possible.

For discussion is a workforce plan that will specifically allow for the impending challenges associated with school systems requiring 100% remote learning for school-aged children, and the impacts this will have on our workforce.

The Town wishes to continue to support our employees through these challenging times, but we must also ensure that workers remain productive and have clearly defined leave options to consider for their individual circumstances. The Town's normal policies do not account for such circumstances, and the previously adopted plan in response to the COVID-19 pandemic is no longer in the best interest of the Town to continue and needs revision.

Attached is a resolution outlining the new workforce plan and utilization of both federally mandated benefits and adjusted benefits provided by the Town.

Recommendation:

Staff recommends approving the Workforce Plan Resolution authorizing the Town Manager to implement leave and workplace changes to accommodate employees during this time.

Fiscal Impact:

None.

Attachments:

1. Workforce Plan Resolution



RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENACT AN AMENDED EMERGENCY WORKFORCE PLAN IN RESPONSE TO THE COVID-19 PANDEMIC

WHEREAS, on March 10, 2020, Governor Roy Cooper issued Executive Order No. 116 which declared a State of Emergency in North Carolina in an effort to address the Coronavirus pandemic (COVID-19); and

WHEREAS, on March 14, 2020, Governor Roy Cooper issued Executive Order No. 117 which prohibited mass gatherings of more than 100 people and mandated the closure of K-12 Public Schools across the state to limit the spread of COVID-19; and

WHEREAS, on March 16, 2020, the Town of Harrisburg issued a Local State of Emergency Declaration in response to the COVID-19 pandemic in order to protect the health, safety and well-being of all people; and

WHEREAS, local, state and federal action in response to the COVID-19 pandemic continues to develop in an expeditious manner which impacts the ability of the employees of the Town of Harrisburg to continue to deliver necessary government services while simultaneously heeding recommendations and directives from the public health community regarding their personal health; and

WHEREAS, an important recommendation from public health officials to reduce the spread of the COVID-19 virus has been to allow and encourage employees to work from home, utilize staggered and/or adjusted work schedules, and limit the number of employees working together at the same time; and

WHEREAS, the U.S. Department of Labor passed the Families First Coronavirus Response Act on April 1, 2020 to require employers to provide Emergency Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFML) in response to the COVID-19 crisis; and

WHEREAS, the Families First Coronavirus Response Act provides guidelines regarding employees eligible for the leave, qualifications for the leave, leave usage and pay, and exemptions for Emergency Responder employees; and

WHEREAS, the State continues to provide guidance and restrictions on businesses and school operations that may impact individual employee's ability to work their normal schedule; and

WHEREAS, the Town's current policies, as written, may not provide the level of flexibility necessary to adequately provide leave and pay options during extended emergency events, and do not identify Emergency Responder employees; and

WHEREAS, vesting the Town Manager with authority to administer and make necessary adjustments to the Town's work schedule, leave policies and pay adjustments that may go beyond those outlined

in the Families First Coronavirus Response Act during the duration of the current state and local COVID-19 State of Emergency will allow Town of Harrisburg employees to continue to provide uninterrupted government services to the community.

NOW THEREFORE BE IT RESOLVED that the Harrisburg Town Council hereby:

1. Grants the Town Manager the authority to make necessary adjustments to the Town's leave policies related to addressing the current COVID-19 pandemic; including allowing employees to telework, work staggered or adjusted schedules, and designate work plans for employees.
2. The Town will remain in compliance with the Families First Coronavirus Response Act as outlined by the U.S. Department of Labor, and for any qualifying employee, we will begin to run our leave policy concurrent with the Families First Coronavirus Response Act beginning on August 10, 2020.
3. The Town will allow Emergency Responders to qualify for the Families First Coronavirus Response Act, and any local Emergency Leave policies, except in the event they must care for someone who is subject a quarantine or isolation and/or diagnosed with COVID -19 or are caring for a child due to school or place of care being closed or unavailable due to COVID-19.
4. Employees who have been previously identified as exempt, and/or essential personnel, do not qualify for the benefits outlined in the Workforce Plan. Those exempt/essential employees must adhere to a work schedule that has been submitted and approved by their Department Manager and Town Manager that may include flexible and/or remote work schedules.
5. All employees will be required to complete the full complement of their work schedule each pay period, unless otherwise described in the Workforce Plan.
6. Department Managers will ensure that all employees have a full complement of work to perform during the week. If a position classification is identified that may be a candidate for reduced hours, furlough, or elimination, they will notify management immediately.
7. Employees will be required to report to their respective office/facility for a portion of their schedule each week. An employee will not be permitted to work remotely 100% of their respective schedule in any given pay period. Any work outside of the office/facility must be identified and approved by the Department Manager, Human Resource Director, and Town Manager. Any remote work approved will be required to be measurable workload and will be monitored by supervisors each pay period.
8. CIRP time, as it has previously been used, will be eliminated and replaced with new guidelines. Usage and application of CIRP time will be outlined in further detail in this Workforce Plan. Usage of CIRP time moving forward will be required to have an approved workforce plan for the employee. An employee who does not have an approved plan, or violates the terms of their workforce plan, will not be eligible to utilize CIRP time.
9. If an employee qualifies for any condition under the Families First Coronavirus Response Act, Emergency Paid Sick Leave (EPSL) or Family Medical Leave Act (FMLA), they will be required to exhaust these federally mandated benefits before becoming eligible to use CIRP time.
10. Both EPSL and FMLA may be used intermittently by an employee who qualifies and do not have to be used all at one time.
11. An employee that only qualifies for 2/3rds pay will be required to work (if possible) the remaining 1/3rd of their time within the pay period. If the employee is not able to work, they will be required to use their accrued sick, vacation, or comp time to achieve 100% of their salary. If an employee chooses not to use their accrued time, they will only be paid 2/3rds of their salary.
12. If an employee has work available from the Town, but exhausts all of their EPSL and FMLA benefits, and is unable to work the full complement of their schedule while still qualifying for these benefits, the employee will qualify for CIRP time so long as they match CIRP hours provided

by the Town with their accrued sick, vacation, or comp time to achieve 100% of their salary.

- For example, if an employee qualifies for EPSL and/or FMLA but is only able to work 30 hours per week, the employee will be required to use 5 hours of their accrued sick, vacation, or comp time, with the Town providing the other 5 hours of time to achieve a full 40-hour work week.
- In the event an employee exhausts the available EPSL and FMLA benefits, as well as all of their accrued time, the Town will provide CIRP time to achieve 100% of the employee's salary.

Adopted this 10th day of August 2020.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Appointment to the Cabarrus County Public Library Board of Trustees

Presenting Personnel:

Haynes Brigman, Town Manager

Suggested Motion or Action:

Motion to appoint Council selection to the Cabarrus County Public Library Board of Trustees for a three year term beginning August 2020.

Description/Background:

The Town appoints a representative to the Cabarrus County Public Library Board of Trustees every 3 years. Appointees can serve up to 2 consecutive terms, and they are not required to live inside the Town. As this Board is part of Cabarrus County, the County actually receives the applications and presents them to the Town for review and consideration. Therefore, beyond this selection, the Town does not participate in any part of the advertisement or recruitment process.

On August 14, 2017, Roberta Banks was appointed to her first term by Town Council. She has decided not to seek reappointment for this new term.

There have been two applications submitted to the County, Juliane Hofmann and Ian Freeze. Their applications have been provided for Council to review.

The Harrisburg Library Branch Manager, Davey Beauchamp, has provided his recommendation on behalf of the Harrisburg Library Branch that Town Council select Juliane Hofmann for the seat. Council has been provided an email by Mr. Beauchamp outlining the reasons for their support of Ms. Hofmann for the appointment.

Recommendation:

As this is not a Town Board and the Library is under the direction of the County, there is no specific recommendation from Town staff.

The Harrisburg Library Branch Manager has recommended Juliane Hofmann for this appointment.

Fiscal Impact:

None

Attachments:

1. Freeze Ian - Library Brd of Trustees app
2. Hofmann Juliane - Library Brd of Trustee app



Appointment Application

Cabarrus County

Submitted On:

January 19th, 2020 @ 3:49pm

Rec.: January 21, 2020

Choice 1	Library Trustees
Choice 2	Mental Health Advisory Board
Choice 3	Harrisburg Planning and Zoning Board
Name	Ian Freeze
Home Address	Harrisburg, NC, USA
Mailing Address (if different)	5813 Stratford Court, Harrisburg, NC 28075
Resident of Cabarrus County?	Yes
Phone (Home)	7044555594
Phone (Work)	
Phone (Cell)	7047730960
Phone (Fax)	
Email Address	imfreeze95@gmail.com
Occupation	Student
Business Address	None
Do You Have a NC Driver's License?	Yes
Age	24
Number of Hours Available per Month for this Position	20
Best Time of Day Available	5-10 pm
Education Background	Culinary and Interior Design
Business and Civics Experience	Active church member and political campaigner
Areas of Interest/Skills	Interests: Music and arts Skills interior design, research, building code, building and construction systems, local history, and more
Other County Boards/Committees/Commissions Presently Serving on	None
Term Expiration Date	
Have You Ever Been Charged With and/or Convicted of a Criminal Offense?	No

Reference 1: Name	Joe Howell
Business/Occupation	Retired (From IBM)
Address	Harrisburg, NC, USA
Phone Number	704-281-8653
Reference 2: Name	Matthew Lindeman
Business/Occupation	Actively Searching
Address	Harrisburg, NC, USA
Phone Number	980-825-8641
Reference 3: Name	Jim Pecora
Business/Occupation	IT Professional
Address	Harrisburg, NC, USA
Phone Number	623-330-9025

I understand this application will be kept on active file for two years and I hereby authorize Cabarrus County to verify all information included in this application. I further understand this application is subject to the NC Public Records Law (NCGS 132-1) and may be released upon request. Meetings of the appointed boards and committees are subject to the NC Open Meetings Law (NCGS 143-318.10).

Signature Data

First Name: Ian
Last Name: Freeze
Email Address: imfreeze95@gmail.com



Signed at: 01/19/2020 03:48PM



Appointment Application

Cabarrus County

Submitted On:

August 1, 2020 1:47pm

America/New_York

Rec.: August 3, 2020

Choice 1	Library Trustees
Choice 2	
Choice 3	
Name	Dr. Juliane Hofmann
Home Address	4321 Britley Lane, Harrisburg, NC 28075
Mailing Address (if different)	
Resident of Cabarrus County?	Yes
Phone (Home)	980-585-6370
Phone (Work)	
Phone (Cell)	980-585-6370
Phone (Fax)	
Email Address	juliane.hofmann@gmail.com
Occupation	German language teacher at Deutsche Schule Charlotte
Business Address	Deutsche Schule Charlotte, location: British International School of Charlotte, 7000 Endhaven Lane, Charlotte, NC 28277
Do You Have a NC Driver's License?	Yes
Age	44
Number of Hours Available per Month for this Position	8
Best Time of Day Available	afternoon and evening
Education Background	German Diploma in Psychology (comparable to Master''s degree) PhD in Experimental Neuropsychology (focus on grammar learning and second language acquisition)
Business and Civics Experience	
Areas of Interest/Skills	interests: learning, education, reading, science, art
Other County Boards/Committees/Commissions Presently Serving on	
Term Expiration Date	
Have You Ever Been Charged With and/or Convicted of a Criminal Offense?	No
Reference 1: Name	Davey Beauchamp

Business/Occupation	Harrisburg library, branch manager
Address	201 Sims Parkway, Harrisburg, NC, USA
Phone Number	704-920-2320
Reference 2: Name	Shae Cooke
Business/Occupation	Librarian @ Harrisburg library
Address	201 Sims Parkway, Harrisburg, NC, USA
Phone Number	704-920-2080
Reference 3: Name	Amanda Lynch
Business/Occupation	Librarian @ Harrisburg library
Address	201 Sims Parkway, Harrisburg, NC, USA
Phone Number	704-920-2080

I understand this application will be kept on active file for two years and I hereby authorize Cabarrus County to verify all information included in this application. I further understand this application ic subject to the NC Public Records Law (NCGS 132-1) and may be released upon request. Meetings of the appointed boards and committees are subject to the NC Open Meetings Law (NCGS 143-318.10).

Signature Data	First Name: Juliane Last Name: Hofmann Email Address: juliane.hofmann@gmail.com  Signed at: August 1, 2020 1:36pm America/New_York
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