



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

**October 11, 2022
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. The Town Hall Council Chambers will be open at our normal capacity. The meeting may also be accessed via the Zoom platform at the following link:

<https://us02web.zoom.us/j/83481877476?pwd=YzFjTlBDZWQweU9NVWR0QjFhRVVqQT09>

Meeting ID: 834 8187 7476

Passcode: 212521

Or join by phone:

301.715.8592

312.626.6799

- B. AGENDA ADOPTION
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. SPECIAL PRESENTATIONS
1. Presentation of Discussion Regarding Direction to the Harrisburg Sustainability Advisory Board for Operational Priorities
 2. Presentation of Updates to Hwy 49 and Roberta Road Traffic Improvements Projects
- 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 September 12, 2022, Town Council Meeting
- B. Consider the minutes of the September 12, 2022, Closed Session
- C. Consideration of Approval of a Water Meter Purchase Contract With Fortiline Waterworks

- D. Consideration of FY2023 Budget Ordinance Amendments for Insurance Proceeds and Capital Outlay Authorization for Damaged Deputy Vehicles

3. COMMUNICATIONS

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

4. PUBLIC HEARINGS

5. OLD BUSINESS

- A. Consideration of Preliminary Plat Approval for H2022-04-S Iley Meadows
- B. Consideration of Preliminary Plat approval for H2022-01-S Blume Corner

6. NEW BUSINESS

- A. Consideration of Resolution Financing the 2022 Smeal 107' RM Smart Reach Ladder Fire Engine
- B. Consider Appointments to Planning and Zoning Board

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:

Presentation of Discussion Regarding Direction to the Harrisburg Sustainability Advisory Board for Operational Priorities

Presenting Personnel:

Suggested Motion or Action:

Description/Background:

With a new Town Council, the Harrisburg Sustainability Advisory Board (HSAB) desires direction on Council priorities for HSAB forward. The Town's Council Liason to the HSAB is Rodney Dellinger and he will present a discussion of this topic with the goal of getting guidance to share with the HSAB.

Recommendation:

None

Fiscal Impact:

None

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the September 12, 2022, Town Council Meeting

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the September 12, 2022, Town Council Meeting.

Description/Background:

Recommendation:

Staff recommends approval of the attached meeting minutes of the September 12, 2022 Council Meeting.

Fiscal Impact:

Attachments:

1. September 12, 2022 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, September 12, 2022
6:00 PM**

MINUTES

This meeting was held in person as well as virtually via the Zoom platform.

Mayor Jennifer Teague called the meeting to order.

PRESENT: Mayor Jennifer Teague; Mayor Pro-Tem Maurice Price Jr., Councilmembers Ian Patrick, Rodney Dellinger, Altyn Cotell, and Rick Russo, Diamond Staton-Williams, Ron Smith

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

MOTION:

Councilmember Cotell made a motion to approve the agenda as proposed. Second was made by Councilmember Russo.
The motion passed 7-0.

1C.

INVOCATION

Reverend Dr. Franklin Watkins from Oak Grove Baptist Church conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

- **Information concerning upcoming Public Utilities and Transportation Grant Funding Available to the Town.** Mallory Hodgson, Public Works Director, presented information about potential grant funding the Town may have opportunities for in the near future, such as ARP funds, NC Department of Environmental Quality Grants, Rowan-Cabarrus Metropolitan Planning Organization Grants (Surface Transportation Block Grant, Bike/Ped Grant, Carbon Reduction Grant).

1F.

PUBLIC COMMENT

- Broze Francois, 4130 US Hwy 601 South – new in the area and here to learn about the community.

2.

CONSENT AGENDA

- A. Consider the minutes of the August 8, 2022, Town Council Meeting
- B. Consider the minutes of the August 8, 2022, Closed Session
- C. Consider FY2022 Budget Ordinance Amendments for End-of-Year Transfers
- D. Consider contract with Motorola Solutions for the purchase of Fire Portable Radios authorized in the FY2023 CIP

MOTION:

Councilmember Smith made a motion to approve the Consent Agenda. Second was made by Councilmember Patrick.
The motion passed 7-0.

3A.

COMMUNICATIONS

TOWN MANAGER/FINANCE REPORT

Manager Report:

- Congratulations to Mallory Hodgson who has been promoted to Public Works Director. She has been with us for about four years and is doing a great job.
- Congratulations to Corey Jones who has been promoted to Assistant Public Works Director. Corey is a long-time employee with the Town. These two promotions take care of filling the top positions in Public Works and we will be advertising for the Town Engineer position this week. That will take care of all the top positions there.
- Happy to have Tihisha Sharif and April Corley back in the office.
- Very proud of Mallory and her Engineering team for the work they have done on trying to obtain grant funding for the Town. A lot of work goes into applying for these and they are doing a great job. Other departments in the Town are also working on applying for grants but haven't heard anything about them at this time.

Finance Report:

Finance Director Brian Lee presented the Finance report.

Law Enforcement Report:

Sgt. Edwards presented the Law Enforcement report.

Fire Department Report:

Fire Chief Bryan Dunn presented the Fire Department report. Announced that the Fire Department received their new ISO rating and it improved from a four to a two this time. Very proud of this accomplishment.

3B.

COMMUNICATIONS

MAYOR'S COMMENTS

- The 4th annual Harrisburg Multi-Cultural Festival will be held on September 17th from 10am-2pm.
- Hoping to reschedule the Rockin' the Burg concert that was cancelled due to weather last weekend, but the next one is scheduled for October 8th
- The Art Walk will be held on October 8th
- Bags in the Burg is scheduled for October 15th
- Centralina Board of Delegates met recently and approved their new strategic plan. Have also partnered with some other groups to work on things like grants.
- Mayor Teague and Town Manager Donham spoke at the Rotary meeting and will be speaking at the upcoming HBA meeting.

3C.

COMMUNICATIONS

COUNCIL'S COMMENTS

Councilmember Dellinger

- The Sustainability Committee wants to remind everyone that the Arbor Day Tree Giveaway is now up and running and their website is active. You can go on there and see how many trees you can get and order them there.
- Thanked the Engineering Department for their work on trying to obtain grant funding for the Town.

4A.

PUBLIC HEARING

None

5A.

OLD BUSINESS

Consider extending the terms of Planning and Zoning Board members Kevin Schaffner and Rodney Garner through October 31, 2022, to facilitate the interview and appointment process for two (2) replacement board members. The terms of Kevin Schaffner and Rodney Garner were extended through August 31st by the Town Council

at their June 13th meeting, in order to facilitate the interview of candidates for the Planning and Zoning Board. A subcommittee to review applications and make recommendations to the Town Council for two (2) appointments to the Board was formed on August 16th and will not be able to complete this review and recommendation process by the end of August. An extension through October 31st is requested to allow for sufficient time for the subcommittee to interview applicants and make a recommendation to the Town Council.

After some discussion, the following action was taken:

MOTION:

Councilmember Smith made a motion to extend the terms of Planning Board members Kevin Schaffner and Rodney Garner through October 31, 2022. Second was made by Mayor Pro-Tem Price. **The motion passed 7-0.**

6A.

NEW BUSINESS

Consider Preliminary Plat for H2022-04-S Iley Meadows. The applicant, DRB Group, has submitted a Preliminary Plat application for a 71-lot single family subdivision on property located at the northeastern corner of the Robinson Church Road and Peach Orchard Road intersection. The property, consisting of 53.21 acres (PINs 5505-97-1603, 5505-98-4167, and 5515-08-5085), was rezoned by the Town Council on June 13, 2022, to Conditional Zoning-Residential Medium Density (CZ-RM-1). Annexation of this property was approved by the Town Council in conjunction with the rezoning.

Staff has reviewed the preliminary plat submitted by the applicant and found it to be consistent with the intent and conditions of the conditional zoning site plan approved by the Town Council and the standards of the UDO for a preliminary plat. The Planning and Zoning Board reviewed and recommended Town Council approval of this preliminary plat at their August 16, 2022, meeting. A proposed fee-in-lieu payment for required public open space was presented to the Parks and Recreation Advisory Board on April 25, 2022, which voted to approve this fee-in-lieu payment.

A staff report, along with supporting documentation, has been provided for additional information. No action will be taken at this meeting. Action will be taken at the October 10, 2022, Town Council meeting.

Zac Gordon, Interim Planning Director presented the background information.

6B.

NEW BUSINESS

Consider Preliminary Plat for H2022-01-S Blume Corner. The applicant, True Summit Capital, has submitted a Preliminary Plat application for a mixed-use development consisting of five (5) commercial buildings and 55 townhomes on property located at the southeast corner of the intersection of Rocky River Road and Hickory Ridge Road (PIN 5516-47-8347). The property, consisting of 14.28 acres, was rezoned by the Town Council on November 8, 2021 (H2021-05-R) to Conditional Neighborhood Commercial/Office (CZ-B1). As the property is located within the Town limits, no annexation is required. Staff has reviewed the preliminary plat submitted by the applicant and found it to be consistent with the intent and conditions of the conditional zoning site plan approved by Town Council and the standards of the UDO for a Preliminary Plat. The Planning and Zoning Board reviewed and recommended Town Council approval of this preliminary plat at their August 16, 2022, meeting.

A staff report, along with supporting documentation, has been provided for additional information. No action will be taken at this meeting. Action will be taken at the October 10, 2022, Town Council meeting.

Zac Gordon, Interim Planning Director presented the background information.

6C.

NEW BUSINESS

Consider policy for decision-making for Planning and Zoning matters. Under North Carolina General Statutes (NCGS) and the Harrisburg UDO, the Town Council is vested with the authority to make “legislative” decisions on all planning and zoning matters which come before the Council for its consideration. These legislative matters include the following:

- Zoning Map adoption and amendments
- Conditional Rezoning
- Preliminary Plats (Major subdivisions)
- Annexations
- UDO adoption and text amendments
- HALUP (and other adopted long-range or small area plan) adoption and amendments

Currently, the Town Council employs the following two-step decision-making process in considering all planning and zoning legislative matters:

Step 1 – Town Council holds a public hearing and hears testimony from staff, applicants, and the public (meeting one)
Step 2 – Town Council renders a final decision based on staff, applicant and public input received at the public hearing (meeting two)

While this two-step decision making process has been followed by the Town Council for the past several years, there is no NCGS or UDO requirement for the Council to do so. In the absence of such a requirement, the Town Council does have the discretion to make a final decision on a planning or zoning matter at the same meeting at which a public hearing on that matter occurs.

In the case of Preliminary Plats, since neither the NCGS, nor UDO require that the Town Council hold a public hearing before making a final decision, the Council can make a final decision for Preliminary Plats at a single meeting - unless there is a compelling reason to delay the decision to another meeting.

Once again, while it has been the practice of the Town Council for the past several years to follow the two-step approval process outlined above for planning and zoning legislative decisions, this practice is not required by either NCGS or the UDO.

In summary, based on NCGS and UDO requirements, the Town Council is able to make a final decision on any planning or zoning legislative matter that comes before it (including Preliminary Plats which do not require a public hearing) at the same meeting a public hearing (if required) on that matter occurs. As is currently the case, the Town Council also has the authority to defer a final decision on any legislative matter it considers at a public hearing to a future meeting, solely at the Council's discretion.

After some discussion, the following action was taken:

MOTION:

Councilmember Smith made a motion to approve proposed changes to Town Council policy to allow certain final legislative decisions on planning and zoning matters to be made at the same meeting where a public hearing is held, as recommended by staff. Second was made by Councilmember Patrick. **The motion passed 7-0.**

6D.

NEW BUSINESS

Consideration of acceptance of HCYA contribution for Parks and Recreation capital outlay authorization and the related FY2023 Budget Ordinance Amendment for a Grant received from Cabarrus County. The Parks and Recreation Department, by way of HCYA, has received a Cabarrus County matching grant to help fund the construction of a batting cage for Stallings Park. Stallings Park does not currently have a batting cage facility to support the participants who practice/play on the two fields there. Considering the current growth of our baseball and softball programs, as well as projected future growth, we think it is important to add this amenity to our Stallings Park facility. It will give the facility more versatility and enable us to match the facility with our Harrisburg Elementary offerings. The cost of the project is approximately \$20,000. Cabarrus County provides up to a 50% matching grant for approved projects to HCYA, which will in turn match the funds and cover the entire cost of the project for the Town. The HCYA Board of Directors met to discuss the project and formally approved its scope and funding.

After some discussion, the following action was taken:

MOTION:

Councilmember Dellinger made a motion to approve Parks and Recreation capital outlay not to exceed \$10,000 and the related FY2023 Budget Ordinance Amendment to be funded with a grant received by HCYA from Cabarrus County. Second was made by Councilmember Smith. **The motion passed 7-0.**

6E.

NEW BUSINESS

Amendment to Lease Agreement between the Town of Harrisburg and the Cannon Memorial (Rowan-Cabarrus) YMCA. The Cannon Memorial YMCA is under a lease agreement with the Town to rent the 2nd floor of Town Hall, with the original terms consisting of a five (5) year lease beginning October 1, 2017, and ending September 30, 2022. Monthly rent for this agreement was set at \$18,000 per month, or \$216,000 per annum. The YMCA is in the planning process to build a stand-alone facility and desires to extend the lease for another two years (October 1, 2022 - September 30, 2024) with an automatic month-to-month extension unless either party notifies the other in writing, providing a 30-day notice of intent to terminate the lease.

After some discussion, the following action was taken:

MOTION:

Mayor Pro-Tem Price made a motion to approve the 2-year Lease Agreement for the 2nd floor of Town Hall with the Rowan-Cabarrus Memorial YMCA, as presented. Second was made by Councilmember Russo. **The motion passed 7-0.**

6F.

NEW BUSINESS

Closed session to discuss personnel matters.

MOTION:

Councilmember Smith made a motion to go into Closed Session to discuss personnel matters. Second was made by Councilmember Patrick. **The motion passed 7-0.**

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

MOTION:

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

6G.

NEW BUSINESS

Consideration of New Staff Salary Ranges, Related Salary Adjustments, and FY2023 Budget Ordinance Amendments. In March 2022, Town Council approved a contract with JER HR Group to conduct a comprehensive study to examine and implement a Classification System and Pay Development system that we can sustain. The last time the Town had a comprehensive external study conducted was 2016. In 2019, we did an internal study for all personnel with the exception of Department Heads to address shifts to the salary range based on inflation and salary adjustments to deal with any compression issues which were not addressed in the 2016 study.

Staff worked jointly with the consultant to evaluate each job position for a new job valuing system, market comparisons and salary ranges. A total of 73 positions were reviewed.

Job Valuing System

Utilized 15 different factors for each position to determine what the job value was in quantitative terms. Job descriptions and daily work tasks were used to help evaluate these positions. The positions were then grouped within various ranges to be slotted into position grades.

Market Comparisons

Consultant provided comparative salary data for Concord, Kannapolis, Huntersville, Lexington, Monroe, Mount Holly, Statesville, Mooresville and Charlotte. Positions were evaluated to these other municipalities to establish true current market rates for each position.

Salary Ranges

Once slotted in grades, salary ranges were laid in and positions were reevaluated based on the grade they fell in to determine the most appropriate salary range for each position.

After this analysis was complete, the consultant determined that the Town's current staff pay ranges were 9.67% behind market as of this spring. To bring the ranges fully up to market through 6/30/2023, an additional 7% was added to the ranges. This ultimately set the proposed salary ranges that are being presented to Council.

At this point, several positions were reclassified:

Town Clerk

Town Clerk was reclassified to Assistant Human Resources Director/Town Clerk. This title better reflects the ongoing duties of this position. This reclassification also has this position now reporting to the Human Resources Director and Deputy Town Manager.

Fire Recruit

Fire Recruit position was eliminated to better compete for salaries in the region. Recruits will now be hired at the Firefighter I level which increases their initial starting salary.

Firefighter Advanced

Firefighter Advanced position was eliminated to streamline promotions through various positions. Job valuing showed there was very little other than certifications between Firefighter I and Firefighter Advanced. While this position was eliminated, employees will earn a step increase for obtaining the Advanced certification.

Once the market ranges were established, staff's current salaries were compared to identify any changes that needed to occur to get employees to market. The consultant provided recommended adjustments based on their philosophy which included flat dollar amount adjustments with market and compression adjustments. Town Management and HR took those recommendations and also analyzed market rates and compa-ratios, along with identifying any departmental and Town-wide anomalies. Based on this analysis, revised salaries were determined for each of the 113 employees of the Town.

After some discussion, the following action was taken:

MOTION:

Councilmember Smith made a motion to approve the provided salary ranges and salary adjustments for all employees in the merit-based performance system and associated FY2023 Budget Ordinance Amendments. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

7.

ACTION ITEMS

- Make sure the Arbor Day Tree Giveaway information is on our website.

8.

ADJOURNMENT:

MOTION:

There being no further business, Councilmember Smith made a motion to adjourn the meeting. Second was made by Mayor Pro-Tem Price. **The motion passed 7-0.**

ATTEST:

Janet Rackley, Town Clerk

Jennifer Teague, Mayor



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the September 12, 2022, Closed Session

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the September 12, 2022, Closed Session.

Description/Background:

Recommendation:

Staff recommends approval of the closed session minutes of the September 12, 2022 closed session.

Fiscal Impact:

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Approval of a Water Meter Purchase Contract With Fortiline Waterworks

Presenting Personnel:

Mallory Hodgson, Public Works Director

Suggested Motion or Action:

Motion to award the attached contract to Fortiline Waterworks for the purchase of 1,800 Kamstrup water meters not to exceed \$531,000.

Description/Background:

Fortiline Water Works is the sole source authorized distributor for Kamstrup's FlowIQ ultrasonic AMR, AMI, ALD and encoded output water meters in the State of North Carolina. Given the difficulties seen in the supply chain and the extremely limited quantity of supplies available, staff recommends initiating this purchase to best ensure the Town has the supply of meters to continue repairs and replacements. The attached quote provides for 1,800 new AMI-smart meters to begin the Neptune meter replacement project, maintain inventory for new meter installs, and provide some meters for standard repair and replacement, at a rate of approximately 50 meters per month.

Recommendation:

Staff recommends approval of the purchase of 1,800 Kamstrup water meters not to exceed \$531,000.

Fiscal Impact:

Kamstrup AMI meters are distributed by a single provider in our area, Fortiline, which qualifies the purchase as a sole-source provider, therefore, exempting it from the formal bidding requirements applied to the purchase of supplies of more than \$90,000, as no other bidders would be able to provide the product. The purchase is within the budgeted line item and no budget modification is necessary.

Attachments:

1. Harrisburg_NC_sole_source_
2. Fortiline Quote 6240996



September 7, 2022

Monty Jordan
City of Harrisburg North Carolina
400 Main Street
Harrisburg, North Carolina 28075

To Whom It May Concern,

This is confirmation that Fortiline Water Works is the sole source authorized distributor for Kamstrup's FlowIQ® ultrasonic AMR, AMI, ALD and encoded output water meters in the State of North Carolina.

Should you have any questions, please contact the undersigned.

Best Regards,

DocuSigned by:

0D0073A3137F47D...

Mark Patience
Kamstrup Water Metering, LLC
Email: mkpe@kamstrup.com
Mobile: 919-338-6760

Think forward



a MORSCO brand



Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
210618	FORTILINE CHARLOTTE	6240996	8/25/22	1

CUSTOMER	PROJECT INFORMATION
HARRISBURG, TOWN OF P O BOX 100 HARRISBURG, NC 28075	METERS FOR THIS BUDGET YEAR

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1800	EA	***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY ***** 5/8X3/4 FLOWIQ 2250 METER USG 7-1/2" LL AMI METER PRICING GOOD THRU CURRENT BUDGET YEAR ENDING JUNE 30TH, 2023. ****NOTE AT TOP OF THE BID REFERS ONLY TO PVC AND DI PIPE	295.0000	531,000.00
				Subtotal:	531,000.00
				Tax:	37,170.00
				Bid Total:	568,170.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By JAA 9/08/22 9:05:53



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2023 Budget Ordinance Amendments for Insurance Proceeds and Capital Outlay Authorization for Damaged Deputy Vehicles

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

Motion to approve the FY2023 Budget Ordinance Amendments for Deputy Insurance Proceeds.

Description/Background:

On August 5, 2022, a Harrisburg Deputy vehicle was T-boned, causing \$32,000 of damage, totaling the vehicle. The deductible for a vehicle claim is \$500, resulting in proceeds of \$31,500. This is being contributed toward the cost of replacing the vehicle.

On August 11, 2022, a Harrisburg Deputy vehicle struck a tree during pursuit, causing \$18,100 of damage, totaling the vehicle. The deductible for a vehicle claim is \$500, resulting in proceeds of \$17,600. This vehicle is not being replaced and was planned to be surplus in the near future. These proceeds are also being contributed to the replacement cost of the replacement vehicle noted above.

The first vehicle must be replaced and outfitted with equipment, striping, lights, etc. at a total cost of \$62,500.

Recommendation:

Staff recommends approval of the attached FY2023 Budget Ordinance Amendments.

Fiscal Impact:

The fiscal impact to the Town for FY2023 is additional revenue of approximately \$49,100 in insurance proceeds and a total expenditure of \$62,500 for the purchase of a replacement vehicle. The insurance proceeds will be utilized toward the total replacement cost, resulting in a net cost to the Town of approximately \$13,400.

Attachments:

1. Amendment - CRF-GF - Deputy Vehicle Purchases 10112022
2. Amendment - GF - Deputy Vehicle Purchases 10112022



AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section 1. Amend the Capital Reserve Fund - General Fund to account for insurance proceeds and replacement costs for two Deputy vehicles damaged and totaled in August 2022.

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

Increase line item 200-8500-59100	\$ 13,400
Transfers Out – General Fund	

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

Increase line item 200-48599	\$ 13,400
Appropriated Fund Balance	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 11th day of October, 2022.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section 1. Amend the General Fund to account for insurance proceeds and replacement costs for two Deputy vehicles damaged and totaled in August 2022.

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

Increase line item 100-2000-57103	\$ 62,500
Capital Outlay	
2023-2000-004 (\$62,500)	

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

Increase in item 100-49121	\$ 49,100
Insurance Proceeds	

Increase line item 100-49905	\$ 13,400
Transfers In – Capital Reserve Fund – General Fund	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 11th day of October, 2022.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Preliminary Plat Approval for H2022-04-S Iley Meadows

Presenting Personnel:

Zac Gordon, Interim Planning & Economic Development Director

Suggested Motion or Action:

Motion to approve Preliminary Plat for Iley Meadows - H-2022-04-S

Description/Background:

The applicant, DRB Group, has submitted a Preliminary Plat application for a 71 lot single family subdivision on property located at the northeastern corner of the Robinson Church Road and Peach Orchard Road intersection. The property, consisting of 53.21 acres (PINs 5505-97-1603, 5505-98-4167, and 5515-08-5085), was rezoned by the Town Council on June 13, 2022 to Conditional Zoning-Residential Medium Density (CZ-RM-1). Annexation of this property was approved by the Town Council in conjunction with the rezoning.

Staff has reviewed the preliminary plat submitted by the applicant and found it to be consistent with the intent and conditions of the conditional zoning site plan approved by the Town Council and the standards of the UDO for a preliminary plat. The Planning and Zoning Board reviewed and recommended Town Council approval of this preliminary plat at their August 16, 2022 meeting. Council was presented this information at the September 10th meeting with action being taken this meeting. A proposed fee-in-lieu payment for required public open space was presented to the Parks and Recreation Advisory Board on April 25, 2022, which voted to approve this fee-in-lieu payment.

A staff report, along with supporting documentation, is attached for additional information.

Recommendation:

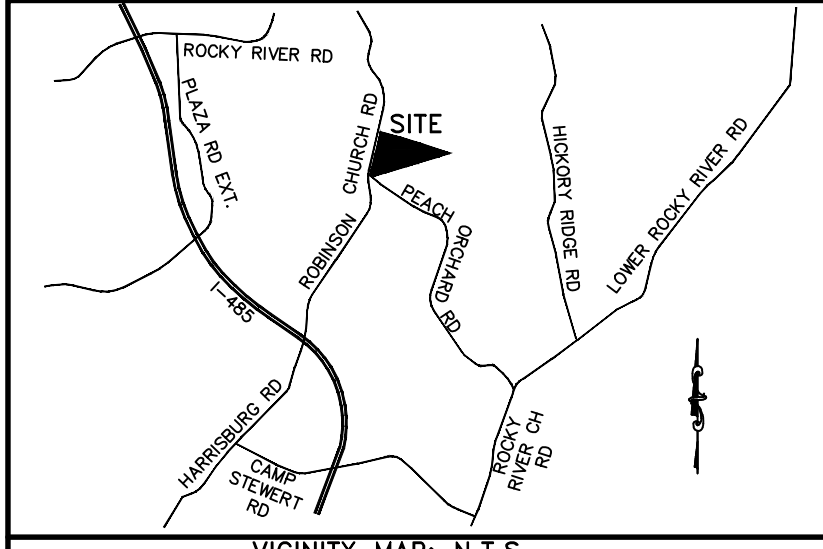
Staff has reviewed the submitted preliminary plat and found it to be consistent with the approved conditional rezoning plan (H2021-06-R), the Harrisburg Area Land Use Plan (HALUP) and the standards of the UDO for the CZ-RM-1 zoning designation of this property. Therefore, staff recommends approval of this preliminary plat application, subject to compliance with all conditions of the approved conditional rezoning plan, including a fee-in-lieu payment for required public open space.

Fiscal Impact:

None

Attachments:

1. H2022-04-R Iley Meadow Prelim Plat
2. H2022-04-R Iley Meadows TC Prelim Plat Staff Report
3. H2021-06-R Rez Site Plan Approved_
4. Rezoning Approval Letter - Robinson Church at Peach Orchard
5. H2021-06R Park fee-in-lieu Letter
6. H2021-06-R_HomeElevationsExample
7. Parks and Rec Advisory Bd Minutes April 25, 2022



VICINITY MAP: N.T.S.

ILEY MEADOWS

HARRISBURG, NORTH CAROLINA

SHEET INDEX

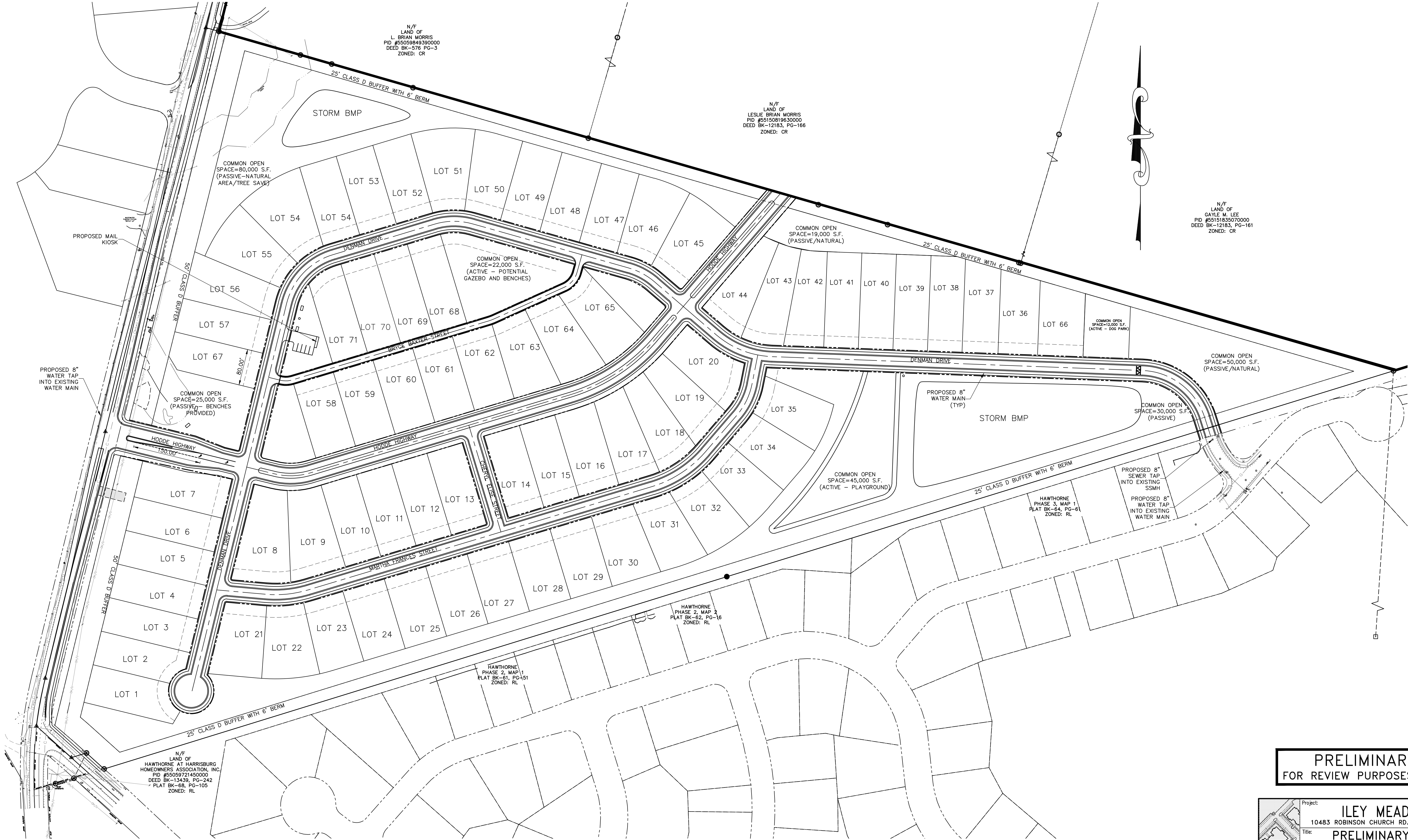
SHEET P1.0 PRELIMINARY PLAT COVER SHEET
SHEET P2.0 PRELIMINARY PLAT
SHEET P3.0 DETAILS AND ROAD IMPROVEMENTS

OWNER/DEVELOPER:

FIELDING HOMES LLC
CONTACT: CHRIS ROBUSTO
ADDRESS: 227 W. TRADE STREET SUITE 1610
CHARLOTTE, NC 28202
PHONE: 704-574-0316

ENGINEER/SURVEYOR

THE ISAACS GROUP
CONTACT: BENJIE LAYMAN
ADDRESS: 8720 RED OAK BLVD SUITE 420
CHARLOTTE, NC 28217
PHONE: 704-527-3440



PRELIMINARY
FOR REVIEW PURPOSES ONLY



ISAACS
CIVIL ENGINEERING DESIGN AND SURVEYING

Project: ILEY MEADOWS
10483 ROBINSON CHURCH RD., HARRISBURG, NC

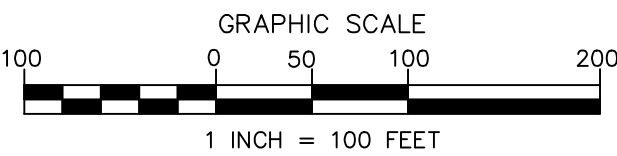
Title: PRELIMINARY PLAT COVER SHEET

File #: 20207-SK.DWG Date: 6/16/22 Project Egr: FBL

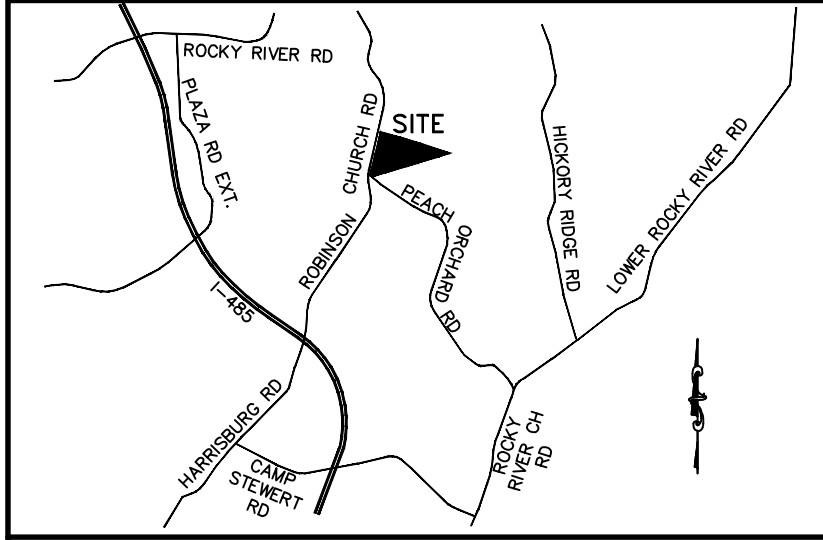
Design By: FBL
Drawn By: CBH
Scale: 1"=100'

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

P1.0



NO.	BY	DATE	REVISION
1	FBL	8/8/22	PER TOWN COMMENTS



VICINITY MAP: N.T.S.

FLOOD CERTIFICATION:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 371055-0500-M AND 371055-1500-K, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 16, 2018 AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. NO FLOOD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE, AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DEVELOPMENT DATA:

PROJECT NAME: ILEY MEADOWS
OWNER/AGENT: FIELDING HOMES
PLANS PREPARED BY: THE ISAACS GROUP, PC PHONE #: 704-527-3440
ZONING: RM-1 JURISDICTION: HARRISBURG
SETBACKS FOR ALL LOTS:
FRONT=30, SIDE STREET=10', SIDE=10', REAR=25'
TAX PARCEL #: 55059716030000, 55059841670000, 55150850850000
PROPOSED USE: RESIDENTIAL
TOTAL SITE AREA: ±2,317,827/53.21 SQ. FEET/ACRES
PROPOSED SINGLE FAMILY: 71 LOTS
PROPOSED DENSITY: 1.33 UNITS/ACRE
PROPOSED DENSITY ALLOWED: 1.33 UNITS/ACRE
CONSTRUCTED IN ONE PHASE
APPROXIMATE DATE FOR FINAL PLAT: 9/30/2023
LINKS: 12 NODES: 7 RATIO: 1.21
HODDE HIGHWAY: 1,700 LF
DENMAN DRIVE: 2,890 LF
CHERYL ELISE STREET: 245 LF
MARTHA FRANCES STREET: 1,380 LF
BRYCE BAXTER STREET: 770 LF
AREA IN STREET RIGHT OF WAY: 8.01 ACRES
AREA IN LOTS (71 TOTAL): 26.54 ACRES

OPEN SPACE:

OPEN SPACE REQUIRED: 185,426 S.F. (8%)
ACTIVE OPEN SPACE REQUIRED: 0.025 AC. * 71 = 1,775 AC.
OPEN SPACE (PASSIVE) PROVIDED = 204,000 S.F./4.68 AC.
OPEN SPACE (ACTIVE) PROVIDED = 79,000 S.F./1.81 AC.
TOTAL OPEN SPACE PROVIDED (ACTIVE AND PASSIVE) = 283,000 S.F./6.49 AC.
*TO BE OWNED AND MAINTAINED BY THE HOA

STREET TREES:

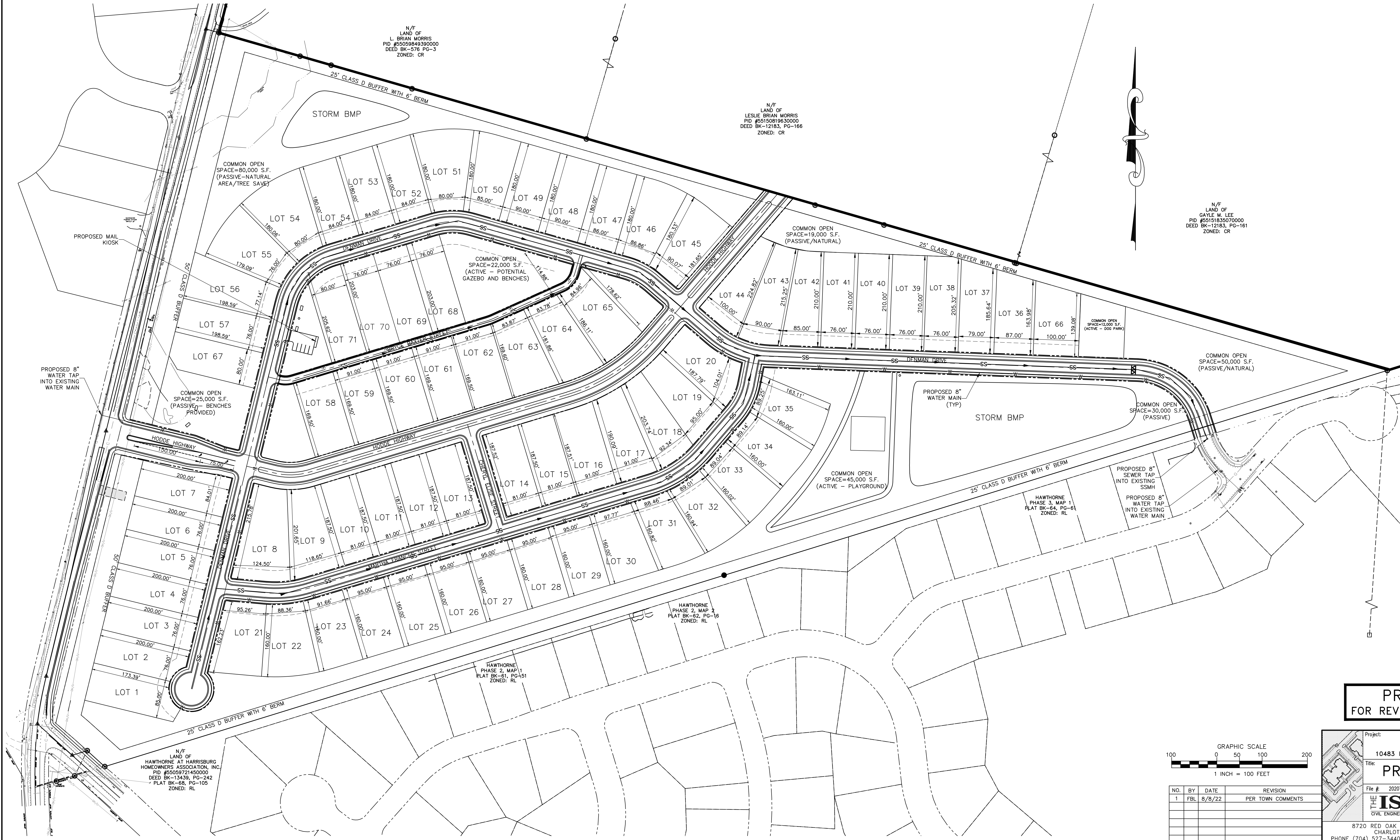
TOTAL LENGTH OF ROAD (PUBLIC): 6,740 L.F.
SHADE TREES REQUIRED: 1 TREE/100' = 68 TREES
SHADE TREES TO BE PROVIDED: 68 TREES MIN.
ORNAMENTAL TREES REQUIRED: 1 TREE/100' = 68 TREES
ORNAMENTAL TREES TO BE PROVIDED: 68 TREES MIN.

OWNER/DEVELOPER:

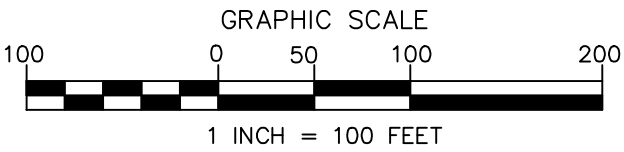
FIELDING HOMES LLC
CONTACT: CHRIS ROBUSTO
ADDRESS: 227 W. TRADE STREET SUITE 1610
CHARLOTTE, NC 28202
PHONE: 704-574-0316

ENGINEER/SURVEYOR

THE ISAACS GROUP
CONTACT: BENJI LAYMAN
ADDRESS: 8720 RED OAK BLVD SUITE 420
CHARLOTTE, NC 28217
PHONE: 704-527-3440



PRELIMINARY
FOR REVIEW PURPOSES ONLY



NO.	BY	DATE	REVISION
1	FBL	8/8/22	PER TOWN COMMENTS

Project:

10483 ROBINSON CHURCH RD., HARRISBURG, NC

Title:

PRELIMINARY PLAT

File #:

20207-SK.DWG

Date:

6/16/22

Project Egr:

FBL

Design By:

FBL

Drawn By:

CBH

Scale:

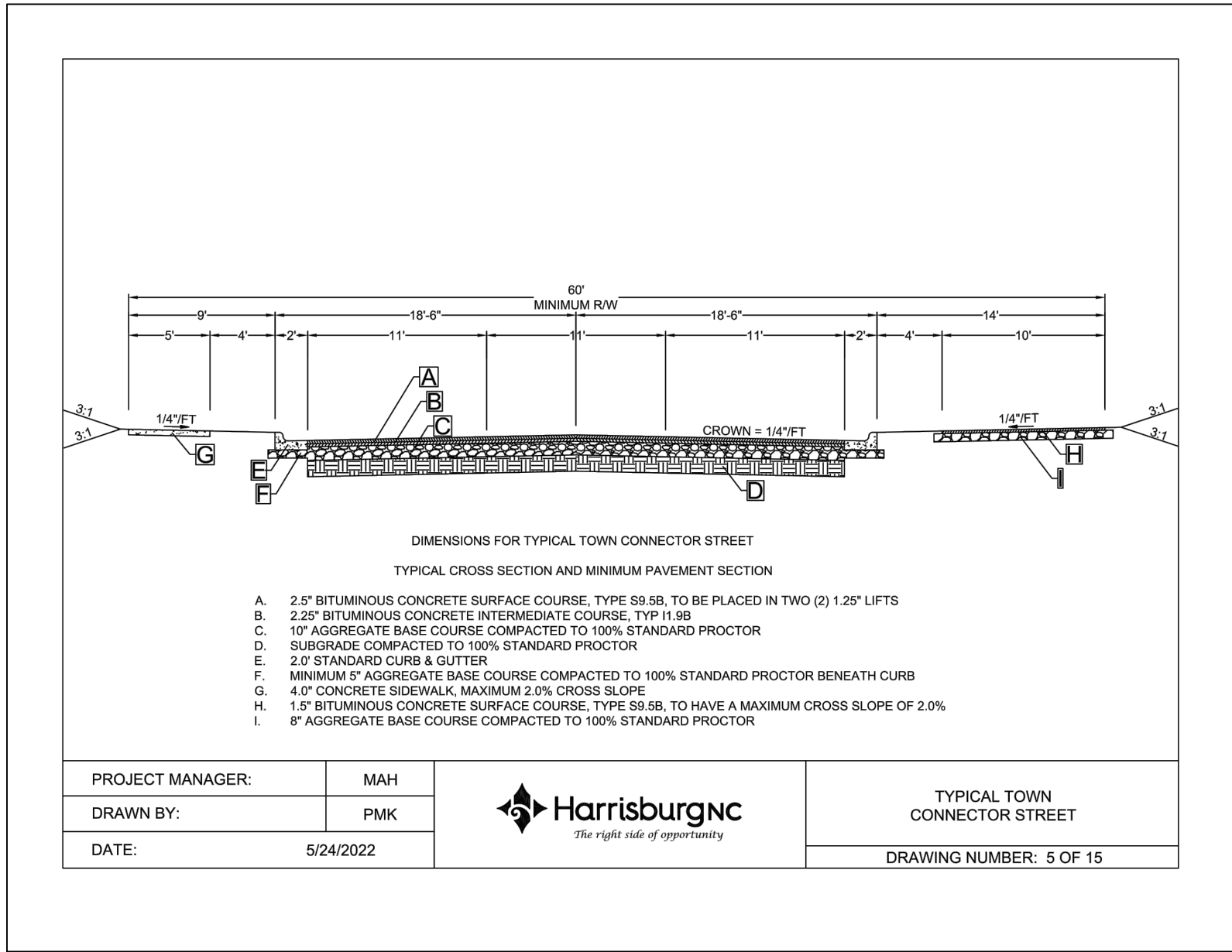
1"=100'

ISAACS

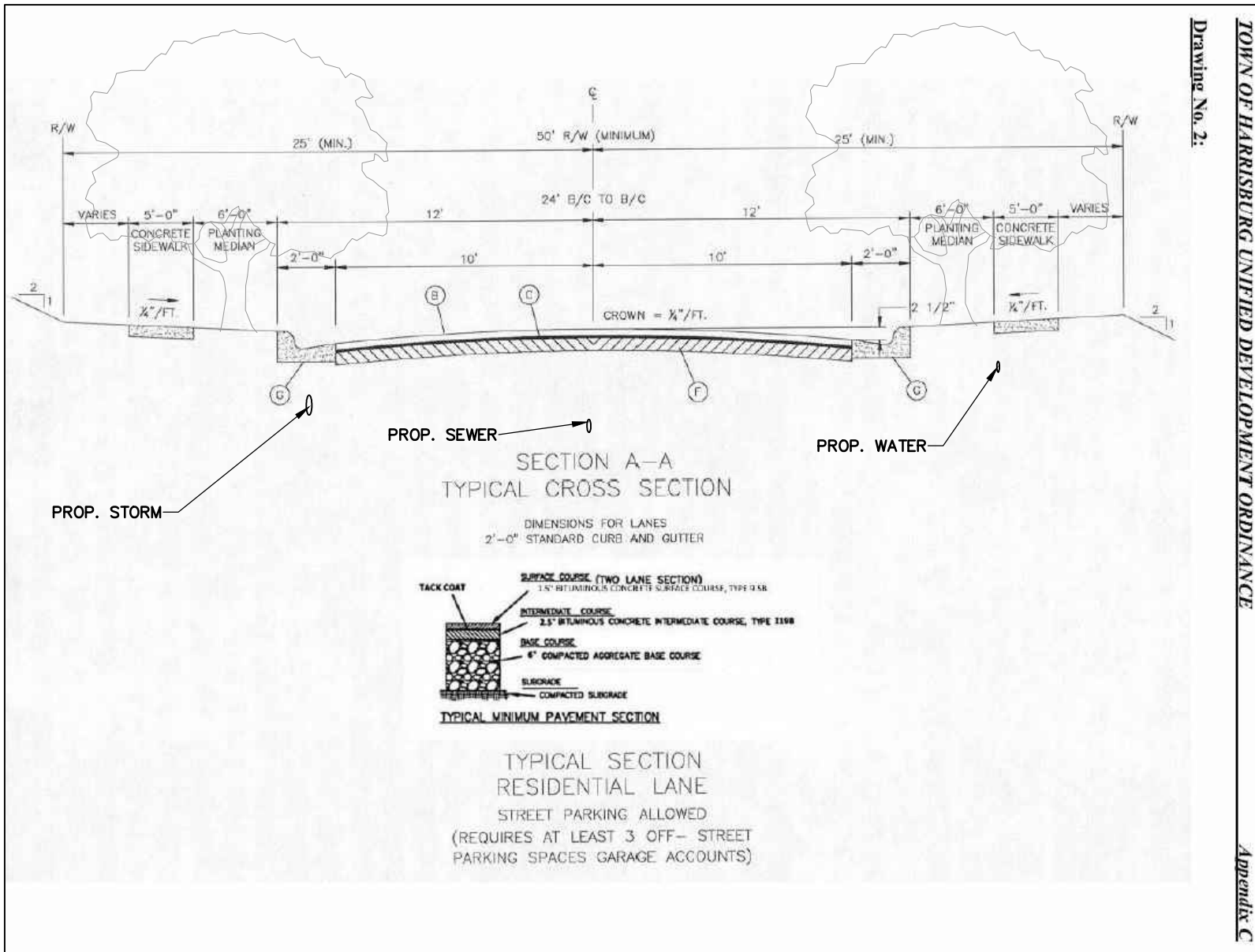
CIVIL ENGINEERING DESIGN AND SURVEYING

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

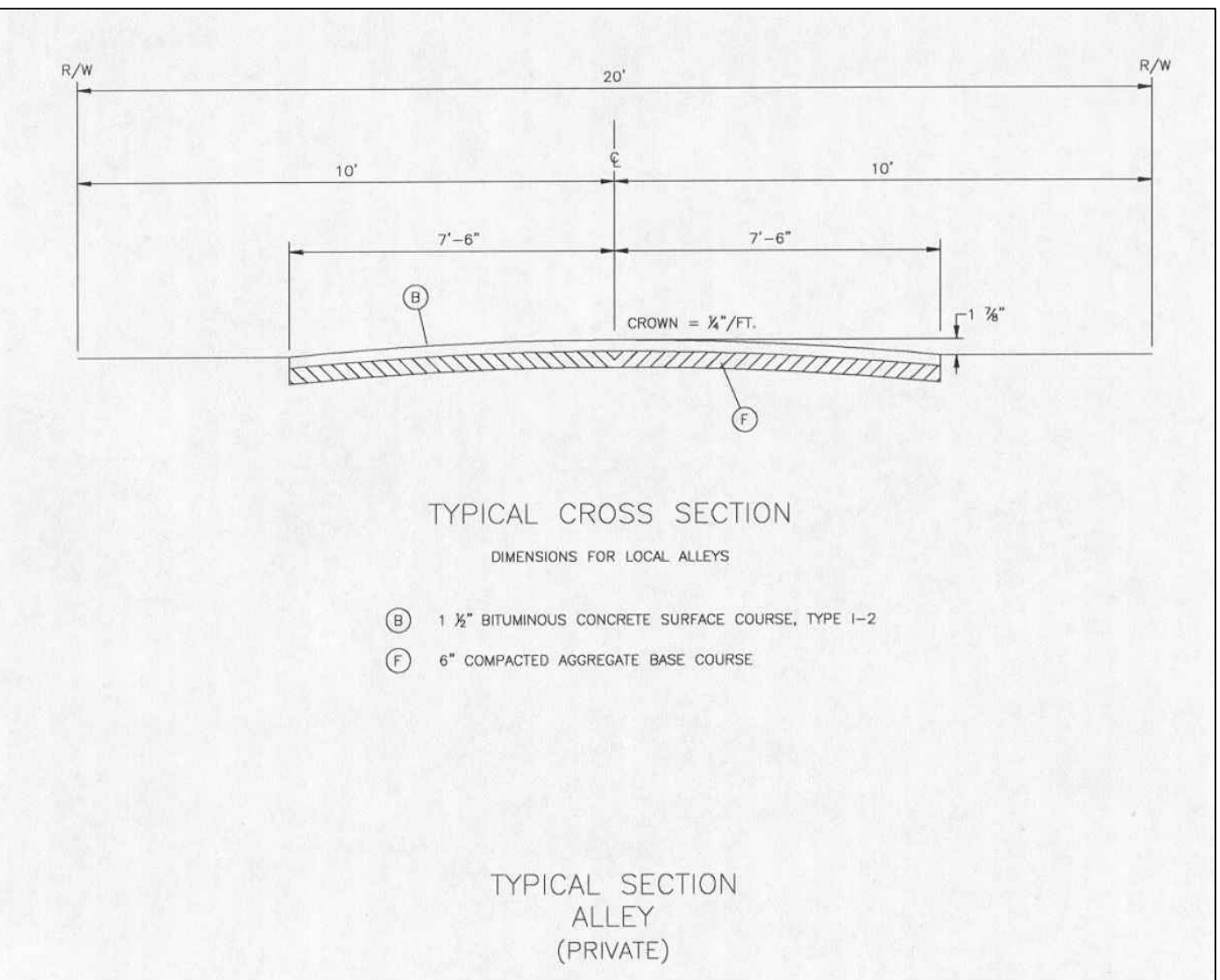
P2.0



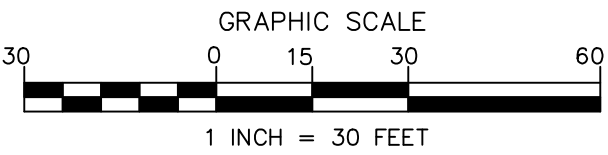
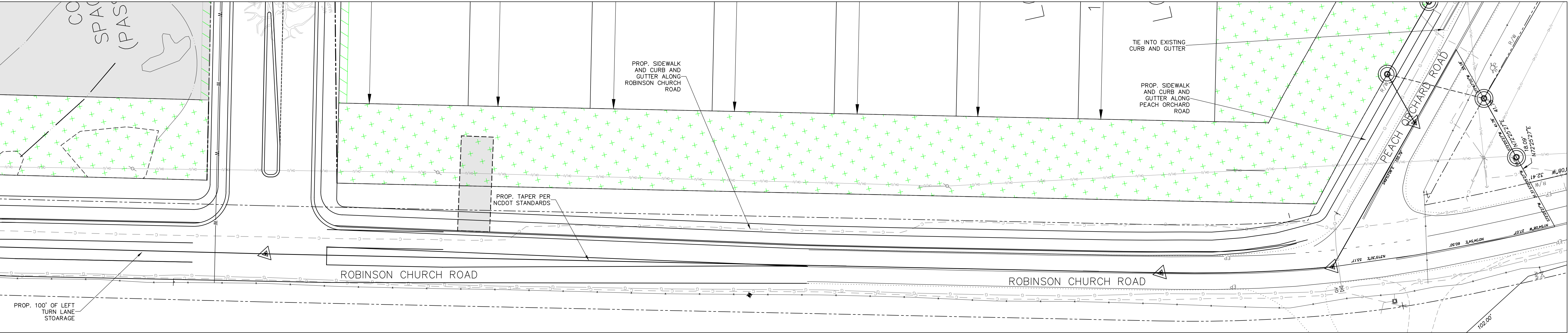
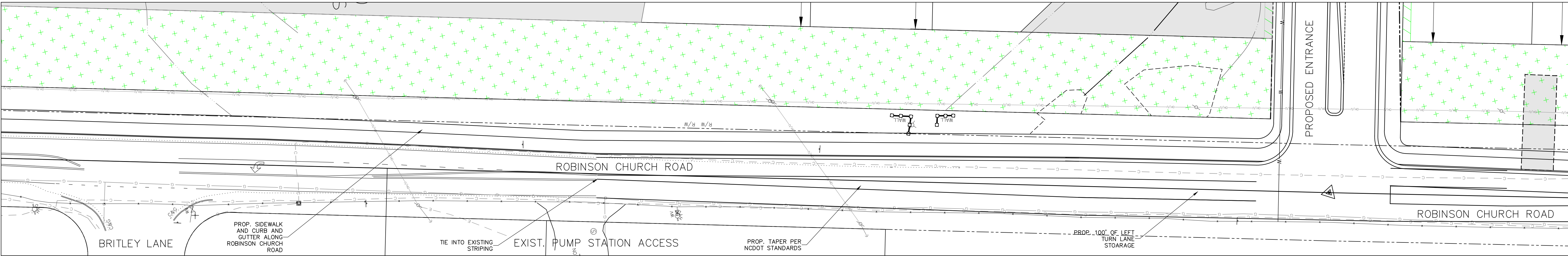
PUBLIC STREET-1



PUBLIC STREET-2



PRIVATE STREET-3



PRELIMINARY
FOR REVIEW PURPOSES ONLY

NO.	BY	DATE	REVISION
1	FBL	8/8/22	PER TOWN COMMENTS

Project:
10483 ROBINSON CHURCH RD., HARRISBURG, NC

Title:
PRELIMINARY PLAT

File #:
20207-SK.DWG

Date:
6/16/22

Project Egr:
FBL

Design By:
FBL

Drawn By:
CBH

Scale:
1"=30'

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

ISAACS GROUP
CIVIL ENGINEERING DESIGN AND SURVEYING

P3.0



Town of Harrisburg
Planning and Economic Development Department

DATE: October 3, 2022

SUBJECT: H2022-04-(S) Iley Meadows, Preliminary Plat

Owner/ Developer: DRB Group represented by The Isaacs Group, PC

Location: The subject property is located at the northeastern corner of Robinson Church Road and Peach Orchard Road intersection (PINs 5505-97-1603, 5505-98-4167, and 5515-08-5085).

BACKGROUND:

Area: Approximately 53.21 acres

Zoning: Conditional Zoning Residential Medium Density (CZ-RM-1)

Staff Report prepared by: Craig Thomas, Planning and Economic Development Department

GENERAL DISCUSSION:

- The applicant is requesting that the Preliminary Plat be reviewed and approved to allow 71 single family lots.
- Staff has reviewed the submitted preliminary plat and has found it to be consistent with the approved conditional zoning site plan and the standards of the UDO. Staff has recommended conditions of approval as outlined in this staff report, consistent with the Rezoning approval H-2021-06-R.

APPROVAL CRITERIA:

1. **The proposed land uses are in accord with the adopted *Comprehensive Plan* and the Official Zoning Map, or that the means for reconciling any differences have been addressed. A Preliminary Plat may be processed concurrently with a rezoning request.**

Per the Harrisburg Area Land Use Plan, the subject property is located in area designated on the future land use map as Low Density Residential. This area is characterized by low- to moderate-density residential development (1 to 2 dwelling units per acre). Single-family detached homes are complemented by natural areas as well as formal and informal open space amenities. Conservation design, which includes more open space in exchange for smaller minimum lot sizes, may be recommended in locations with sensitive natural resources."

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 audience and create value for property owners with smaller lots in exchange for preservation of open space.

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 Low Density Residential and the RM-1 zoning district is appropriate for this land use classification per the HALUP recommendation.

- 2. The proposed subdivision conforms to all relevant requirements of this ordinance and to any variances that have been granted to permit any nonconformance. The plat shall meet all requirements of this Ordinance with respect to lot size and area, and in no way create a violation of any applicable current ordinances, statutes, or regulations.**

There are no existing or proposed variances for the subject property. The preliminary plat, as presented, is consistent with the approved conditional zoning site plan, which governs the development standards for the site.

- 3. The proposed development, including its lot sizes, density, access, and circulation, are compatible with the existing and/or permissible future use of adjacent property.**

The approval of the conditional zoning map amendment and associated site plan and conditions for the subject property established that the proposed development is compatible with the surrounding area. The zoning districts of the surrounding properties are residential in nature. The properties to the west and south have similar size lots and densities, whereas the properties to the north and east are mostly vacant. There will be an entrance on Robinson Church Road. There will also be connections to the vacant parcel to the north and Denman Drive to the south connecting Hawthorne subdivision, which connects to Peach Orchard Road.

- 4. That the proposed subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties.**

The proposed project is a residential detached subdivision. The approved density and layout are compatible with surrounding development. An approval of this preliminary plat would allow the development to continue with subsequent approvals necessary for the development of the property.

- 5. That the soils and topography have been adequately studied to ensure that all lots are developable for their designated purposes.**

The subject property will be served by public utilities (water and sewer) therefore; soil suitability is not a primary concern. Regarding the topography, the applicant will be required to submit a Soil and Erosion Control Plan to NCDEQ for review and approval. In addition, the applicant will also be required to submit construction drawings to the Town of Harrisburg for review and approval regarding utility placement and lot design standards.

- 6. That any land located within Zone A, as shown on the currently adopted Flood Boundary and Floodway Maps of the Flood Insurance Study, is determined to be suitable for its intended use and that the proposed subdivision adequately mitigates the risks of flooding, inadequate drainage, soil and rock formations with severe limitations for development, severe erosion potential, or any other floodplain-related risks to the health, safety or welfare of the future residents of the proposed subdivision in a manner consistent with this ordinance, as described in § 4.14 of this Ordinance.**

The proposed development will be subject to the regulations set forth in the Unified Development Ordinance as well as any State or Federal regulations related to floodplain development and/or wetlands regulations. In addition, the development will be subject to NCDEQ sedimentation and erosion control standards. This property lies completely within Flood Zone X on the latest FEMA FIRM.

- 7. The proposed name of a subdivision shall be approved by the Cabarrus County E-911 Coordinator(s) and shall not use a word, or phrase, which is the same as, similar to, or pronounced the same as a word or phrase in the name of any other subdivision in Cabarrus County or any municipality or jurisdiction in the County. Proposed subdivisions may only use a duplicate subdivision name in the event that the Administrator requires the use of the same name for purposes of clear identification.**

The proposed name of the subdivision is Iley Meadows. The subdivision name and all street names are under review by the Cabarrus County E-911 Coordinator.

APFO REVIEW:

SCHOOLS

This part of the Unified Development Ordinance is no longer enforceable as determined by the NC Supreme Court. However, the schools have provided the following data on school capacity:

The schools serving this area are Hickory Ridge Elementary School, Hickory Ridge Middle School, and Hickory Ridge High School. We would anticipate these single family homes to generate upon buildout an additional 27 elementary students, 14 middle school students, and 18 high school students. While these students are relatively small the elementary school is over program capacity at 109% and could not accommodate these students, however the additional students are at an acceptable level of 112% capacity. The middle school capacity is currently at 93% and the additional students could be accommodated with a projected 94% capacity. The high school would also be impacted as it would increase from current 112 % capacity to 114% program capacity. As the lots in the inventory continue to be permitted, the number of potential students generated is expected to cause additional capacity issues for the schools in the Harrisburg area.

TRANSPORTATION

NC DOT has reviewed the preliminary plat and approved the existing driveway entrance of Robinson Church Road. There are no other impacts to the transportation system.

FIRE, POLICE SANITATION

Adequate fire, police and sanitation services are available through the Town of Harrisburg.

UTILITIES

Utilities are available through the Town of Harrisburg. Applicant will be required to extend the water line and sewer line to their site.

CONDITIONS:

In considering an application for a subdivision plat, the decision-making agency shall consider and may impose modifications or conditions to the extent that such modifications or conditions are necessary to ensure compliance with the criteria of Section 6.2 of the UDO.

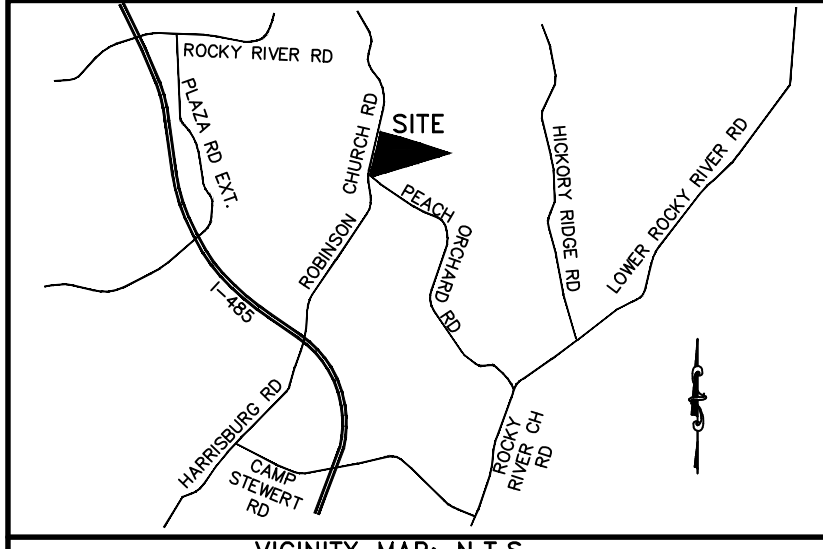
Should Town Council approve the preliminary plat for the Iley Meadows subdivision, staff recommends the following original conditions (H2021-06-R) become part of the approval, which are inclusive of the conditions agreed to as part of the approval:

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 to restrict primary cladding materials for all residential buildings to masonry products; vinyl siding will not be used.
3. Applicant agrees that there will be no exposed concrete foundations and that siding and/or other materials must extend to the ground level on all sides of the homes.
4. Applicant agrees to the mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
5. Applicant agrees to provide a minimum 8 foot landscape easement (4 feet on each side of the property line) for residential lots sharing a rear property line.
6. Applicant agrees that all ponds shall be wet detention ponds with fountains. Ponds shall be designed such that there is a minimum depth of 10' over at least 25% of the permanent pool area.
7. Applicant agrees to fence surrounding detention pond shall be vinyl 4-rail farm fence, preferably white.
8. Applicant agrees to pay agreed upon fee-in-lieu of required common open space.
9. Applicant agrees mailbox clusters shall meet ADA Standards at a minimum.
10. All streets should be to the Town of Harrisburg Engineering Design standards, alternate pavement schedule is not allowable. Roadways cross sections will be reviewed and approved at the construction document phase.
11. Applicant agrees to have garages setback a minimum of 30' from public sidewalk/right of way to allow for enough parking space and not have the vehicle spill over to sidewalk.
12. Applicant agrees that there will be no more than 10% of the residential units as rentals at any given time and will be restricted as such by the deed restrictions.

RECOMMENDATION:

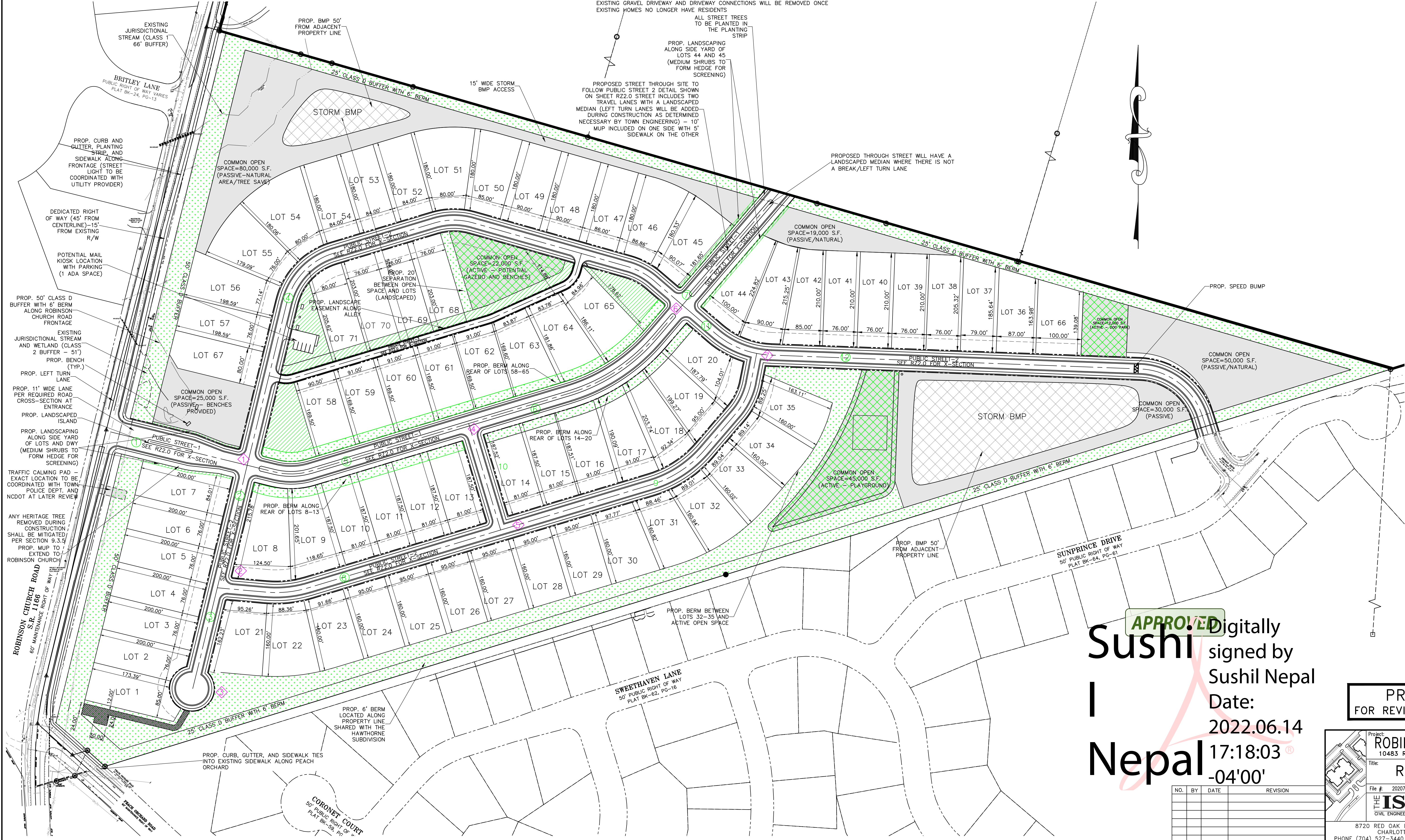
The preliminary plat is consistent with the Harrisburg Area Land Use Plan and the existing CZ-RM-1 zoning designation and the approved conditional rezoning plan H2021-06-R. Therefore, the Planning and Zoning Department recommends approval of this preliminary plat application for Iley Meadows.



DEVELOPMENT DATA:
PROJECT NAME: ROBINSON CHURCH ROAD
OWNER/AGENT: DRB GROUP
PLANS PREPARED BY: THE ISAACS GROUP, PC PHONE #: 704-527-3440
EXIST. ZONING: CR JURISDICTION: HARRISBURG
PROP. ZONING: RM-1
SETBACKS: FRONT=30', SIDE STREET=10', SIDE=10', REAR=25'
MINIMUM LOT WIDTH: 75' WIDE (MEASURE AT FRONT SETBACK (30' FROM R/W))
MINIMUM LOT DEPTH: 125' DEEP
TAX PARCEL #: 55059716030000, 55059841670000, 55150850850000
PROPOSED USE: RESIDENTIAL
TOTAL SITE AREA: ±2,317,827/53.21 SQ. FEET/ACRES
PROPOSED SINGLE FAMILY: 71 LOTS
PROPOSED DENSITY: 1.33 UNITS/ACRE
MIN. LOT SIZE: 15,000 S.F.
LINKS: 12 * NODES: 7 RATIO: 1.71
EXTERNAL ACCESS: 3-INCLUDING FUTURE
LINK 1: 310' LINK 7: 297'
LINK 2: 270' LINK 8: 645'
LINK 3: 230' LINK 9: 742'
LINK 4: 1,341' LINK 10: 245'
LINK 5: 507' LINK 11: 202'
LINK 6: 545' LINK 12: 1,058'
*LINK 3 ENDS WITH CUL-DE-SAC AND IS LESS THAN 1000' IN LENGTH

TRASH NOTE:
TRASH WILL BE CURB SIDE PICK UP
UTILITY NOTE:
PUBLIC WATER AND SEWER WILL BE EXTENDED TO SERVE SITE BY THE DEVELOPER
OPEN SPACE REQUIRED: 185,426 S.F. (8%)
ACTIVE OPEN SPACE REQUIRED: 0.025 AC. * 71 = 1.775 AC.
OPEN SPACE (PASSIVE) PROVIDED = 204,000 S.F./4.68 AC.
OPEN SPACE (ACTIVE) PROVIDED = 79,000 S.F./1.81 AC.
TOTAL OPEN SPACE PROVIDED (ACTIVE AND PASSIVE) = 283,000 S.F./6.49 AC.
DEVELOPER TO PAY IN LIEU OF DEDICATED PUBLIC OPEN SPACE
BUFFERS WITH BERMS (6' HIGH BERMS AS LABELED ON PLAN)
PROPOSED STORM WATER BMP
ACTIVE OPEN SPACE WILL INCLUDE DOG STATIONS, BENCHES, A PLAYGROUND, POTENTIAL GAZEBO, OPEN-AIR SHELTER AND ENHANCED LANDSCAPING. A LARGE EXPANSE OF FIELD WILL BE PROVIDED FOR RECREATIONAL ACTIVITIES AS SHOWN. SIDEWALK/TRAIL PROVIDED AS SHOWN
*EXACT FINAL LOCATION OF AMENITIES TO BE DETERMINED WITH CONSTRUCTION DOCUMENTS
EXISTING GRAVEL DRIVEWAY AND DRIVEWAY CONNECTIONS WILL BE REMOVED ONCE EXISTING HOMES NO LONGER HAVE RESIDENTS
ALL STREET TREES TO BE PLANTED IN THE PLANTING STRIP
PROP. LANDSCAPING ALONG SIDE YARD OF LOTS 44 AND 45 (MEDIUM SHRUBS TO FORM HEDGE FOR SCREENING)
PROPOSED STREET THROUGH SITE TO FOLLOW PUBLIC STREET 2 DETAIL SHOWN ON SHEET R22.0 STREET INCLUDES TWO TRAVEL LANES WITH A LANDSCAPED MEDIAN (LEFT TURN LANES WILL BE ADDED DURING CONSTRUCTION AS DETERMINED NECESSARY BY TOWN ENGINEERING) - 10' MUP INCLUDED ON ONE SIDE WITH 5' SIDEWALK ON THE OTHER

MUP NOTE:
THE MULTI-USE PATH (MUP) MAY BE MOVED TO THE NORTH SIDE OF THE THROUGH ROAD DURING CONSTRUCTION DOCUMENTS. IF TOWN STAFF DETERMINES THE MUP SHOULD BE MOVED NORTH THE 5' SIDEWALK WILL MOVE TO THE SOUTH
TRAFFIC CALMING NOTE:
A TRAFFIC CALMING PAD WILL BE ADDED IN COORDINATION WITH THE TOWN POLICE DEPARTMENT AND NCDOT. EXACT LOCATION WILL BE DETERMINED DURING CONSTRUCTION DRAWING REVIEW.



APPROVED Digitally signed by Sushil Nepal Date: 2022.06.14 17:18:03 -04'00'

PRELIMINARY FOR REVIEW PURPOSES ONLY

Project: ROBINSON CHURCH ROAD
10483 ROBINSON CHURCH RD., HARRISBURG, NC
Title: REZONING PLAN
File #: 20207-SK.DWG Date: 5/31/22 Project Egr: FBL
Design By: FBL
Drawn By: CBH
Scale: 1"=100'
8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335
RZ1.0



June 14, 2022

Benji Layman
The Isaacs Group, PC
[Via email]

Mr. Layman,

This letter is to inform you that the rezoning request H2021-06-(R) and related annexation was **approved** by the Town Council on Monday, June 13th, 2022 meeting.

This property includes parcels PIN# 5505-97-1603, 5505-98-4167, and 5515-08-5085, located the northeastern corner of Robinson Church Road and Peach Orchard Road intersection. The rezoning request H2021-06-(R) was to rezone approximately 53.21 acres from Cabarrus County CR (Countryside Residential) to CZ-RM-1 (Conditional Zoning Residential Medium Density) The rezoning was approved with the following conditions:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to restrict primary cladding materials for all residential buildings to masonry products; vinyl siding will not be used.
3. Applicant agrees that there will be no exposed concrete foundations and that siding and/or other materials must extend to the ground level on all sides of the homes.
4. Applicant agrees to the mitigation or replacement of heritage trees if damaged during construction, in accordance with the Town of Harrisburg Unified Development Ordinance.
5. Applicant agrees to provide a minimum 8 foot landscape easement (4 feet on each side of the property line) for residential lots sharing a rear property line.
6. Applicant agrees that all ponds shall be wet detention ponds with fountains. Ponds shall be designed such that there is a minimum depth of 10' over at least 25% of the permanent pool area.
7. Applicant agrees to fence surrounding detention pond shall be vinyl 4-rail farm fence, preferably white.
8. Applicant agrees to pay agreed upon fee-in-lieu of required common open space.
9. Applicant agrees mailbox clusters shall meet ADA Standards at a minimum.
10. All streets should be to the Town of Harrisburg Engineering Design standards, alternate pavement schedule is not allowable. Roadways cross sections will be reviewed and approved at the construction document phase.
11. Applicant agrees to have garages setback a minimum of 30' from public sidewalk/right of way to allow for enough parking space and not have the vehicle spill over to sidewalk.
12. Applicant agrees that there will be no more than 10% of the residential units as rentals at any given time and will be restricted as such by the deed restrictions.

The annexation of property within town limits was approved along with the rezoning. The annexation plat needs to be recorded at Cabarrus County Register of Deeds, and a copy of the plat provided to the Town within 30 days.



The next steps are to submit a Preliminary Plat for review that meets the above conditions, and once approved, submittal of construction plans.

If you have any questions or concerns, please let me know.

Sincerely,

Sushil Nepal

Sushil Nepal, AICP
Planning & Economic Development Director
Town of Harrisburg

**Fielding Homes, LLC
227 W. Trade Street, Suite 1610
Charlotte, NC 28202**

April 5, 2022

Town of Harrisburg
Mr. Sushil Nepal
4100 Main Street Suite 101 Harrisburg, NC 28075

RE: Public Open Space for Robinson Church Road Subdivision

Dear Mr. Nepal,

We would like to present payment in lieu of dedication of public open space for the proposed single-family subdivision at Robinson Church Road just north of Peach Orchard Road. The fair market value of the property is \$40,000/acre. There are 71 proposed lots within the subdivision which calculates to 2.03 acres required open space based upon 1/35 of an acre per lot. We request to make this payment at time of lot platting.

Total Fee to be Paid = \$40,000/acre * 2.03 acres = \$81,200

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

Chris Robusto Digitally signed by Chris Robusto
Date: 2022.04.05 15:17:58 -04'00'

Chris Robusto
Director of Land Acquisition

ILEY

HARRISBURG, NC

Fielding Homes, LLC/DRB Group
Architecture Submittal for Discussion
June 22, 2022

STONEHAVEN



ELEVATION 1



ELEVATION 2



ELEVATION 3



ELEVATION 4



ELEVATION 5



ELEVATION 7

STONEFIELD



Stonefield



ELEVATION 1



ELEVATION 2



ELEVATION 3



ELEVATION 4



ELEVATION 5



ELEVATION 6

ARLINGTON



ELEVATION 1



ELEVATION 3



ELEVATION 4



ELEVATION 5



ELEVATION 6



ELEVATION 7

MARION



ELEVATION 1



ELEVATION 2



ELEVATION 3



ELEVATION 4



ELEVATION 6



ELEVATION 7

ARCHITECTURAL DETAILS

- Cementitious (Hardiplank) siding with brick and stone accents/details per elevation
 - No vinyl siding but vinyl windows, soffits and aluminum trim/garage doors allowed
- Finished floor raised a minimum of 12" above the front sidewalk\
- Exposed foundation to be clad with stone or brick
- 30-yr architectural shingles
- 6" minimum roof overhangs (eaves)
- Decorative garage doors with windows and hardware
- Garage Doors a minimum of 25' from public sidewalk/right of way



MINUTES

Harrisburg Parks & Recreation Advisory Board Meeting

04/25/2022 at 6:03p.m.Meeting called to order via Zoom by Delroy Ross

In Attendance

Fred Brillante Brett Crosby Mike Thevenin
Hannah Butler Delroy Ross

Absent: Tim Morris and Mohammed Idlibi

Board Administrators Present: Jim Spina and Shawn Marble

Council Member(s) Present: Altlyn Cotell

Planning and Zoning Member(s) Present: Sushil Nepal

Harrisburg Arts, Culture and Heritage (HACH) Member(s) Present: Karen Andrade

Agenda Adoption/Approval of Minutes

Motion was made to adopt agenda by Hannah Butler and seconded by Fred Brillante. Motion passed unanimously.

Motion was made to adopt minutes from March 21st by Hannah Butler and seconded by Fred Brillante. Motion passed unanimously.

Special Presentations/Public Comment

A. HACH Presentation

- a. Food Drive started 3/20 and runs through 4/30, collection sites all over Town
- b. Scholarship opportunity for Cabarrus County High School Seniors attending higher education in the Fall and majoring in any type of Art. Applications accepted on Town website until Friday, April 29th. \$1,000 available.
- c. 2022 Multicultural Festival to be held on September 17, 2022

B. Public Comment

- a. There were no public residents in attendance

Old Business

None.

New Business

A. Sushil Nepal, Town Zoning Committee Update:

- a. Subdivision presented at the corner of Harrisburg Rd and Peach Orchard Rd.
- b. Motion granted to approve fee in lieu of by Hannah Butler and seconded by Fred Brillante. Motion passed unanimously.

B. Volunteer Requirements as a Board Member

- a. Referenced in Article VI section 8 (page 6 of Bylaws) Board Members are required to serve at minimum 10 hours annually.
 - i. Ideal participation is one board member at each event.
 - ii. Discussed providing name tags or shirts to the board to improve visibility at events.

C. Parks and Recreational Department Updates

a. Administration and Projects

- i. Budget presented to Council – waiting to hear final approval from Council.
- ii. Mohammed, Jim and Adam met again to review Greenway progress
 1. Item of interest is to get the current and proposed Greenways to be listed and mapped for the community – engaging with the Zoning department to get the existing map revised and useable. This will be published on the website.
- iii. 10 -year plan for the Parks and Rec department was included in the budget proposal to Council and is waiting approval. Desire is to make it available on the website as well.
- iv. Presented to Council the idea of creating a document to use as a guideline for alcohol use at the Harrisburg Park Amphitheatre area. Working with Town Attorney to create guidelines for alcohol being served and offered for sale during events at the Park. Final version will be presented to the Advisory Board at next months meeting.

b. Programs & Events presented by Shawn Marble

- i. Spring sports began Saturday, March 26. Roughly 2000 kids between softball, baseball and soccer. Going well so far.
- ii. Immediate volunteer needs: 5K on April 30th, Rockin The Burg and July 4th. Volunteering for July 4th events will get you a free youth sports registration.
- iii. Shelter rentals on the rise.
- iv. New department Admin, Kathleen has been hired.
- v. Currently hiring part timers for Splash Pad and Concessions at the Harrisburg Park. Looking to open the Splashpad early June but still working to determine an exact date.
- vi. Discussed feedback on the Easter Egg Hunt – looking to revamp this for next year.

Advisory Board Updates

A. Updates

- a. Brett Crosby provided update on 5K for April 30th. Roughly 300 runners registered.

Council Updates

A. Councilwoman Cotell was present as she has been appointed the liaison.

- a. Council has one more budget meeting scheduled for Wednesday 4/27 before the Manager will present to the public. Budget process was smooth.

Adjournment

Motion was made to adjourn meeting by Fred and seconded by Hannah. Motion passed unanimously.

Meeting was adjourned at 6:48 p.m.

Next Meeting: Town Chambers, via Zoom or in person at Harrisburg Park on Monday, May 16th.

Chair

Secretary



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Preliminary Plat approval for H2022-01-S Blume Corner

Presenting Personnel:

Zac Gordon, Interim Planning & Economic Development Director

Suggested Motion or Action:

Motion to approve Preliminary Plat for Blume Corner: H-2022-01-S

Description/Background:

The applicant, True Summit Capital, has submitted a Preliminary Plat application for a mixed-use development consisting of five (5) commercial buildings and 55 townhomes on property located at the southeast corner of the intersection of Rocky River Road and Hickory Ridge Road (PIN 5516-47-8347). The property, consisting of 14.28 acres, was rezoned by the Town Council on November 8, 2021 (H2021-05-R) to Conditional Neighborhood Commercial/Office (CZ-B1). As the property is located within the Town limits, no annexation is required. Staff has reviewed the preliminary plat submitted by the applicant and found it to be consistent with the intent and conditions of the conditional zoning site plan approved by Town Council and the standards of the UDO for a Preliminary Plat. The Planning and Zoning Board reviewed and recommended Town Council approval of this preliminary plat at their August 16, 2022 meeting. Council was presented the preliminary plat detail at the September 10th meeting with action to be taken at this meeting.

A staff report, along with supporting documentation, is attached for additional information.

Recommendation:

Staff has reviewed the submitted preliminary plat and found it to be consistent with the approved conditional rezoning plan (H2021-05-R), the Harrisburg Area Land Use Plan (HALUP) and the standards of the UDO for the CZ-B-1 zoning designation of this property. Therefore, staff recommends approval of this preliminary plat application, subject to compliance with all conditions of the approved conditional rezoning plan.

Fiscal Impact:

None

Attachments:

1. H2022-01-S Preliminary Plat (3)
2. Preliminary Plat Application
3. Rezoning Approval Letter - ShoppesATHickoryRidge (3)
4. H_2021_05_R_Rezoning Site Plan Approved (3)
5. H2022-01-S Blume Corner TC Prelim Plat Staff Report (4)

W:\2021 Projects (JUNTE) - Hickory Ridge (Summit Capital)\Submittal Working Drawings\2.22 - Hickory Ridge Site (Summit Capital) - Preliminary PlotSheets\UNITE-COVER.dwg, COVER (2), Imazzella

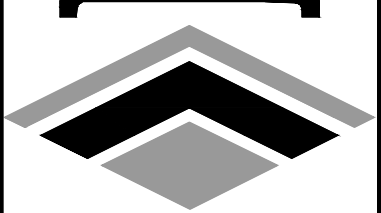


PROJECT INFORMATION	
PROJECT MANAGER:	ML
DESIGNED BY:	MJ
DRAWN BY:	LJM
PROJECT NUMBER:	JN76.100
ORIGINAL DATE:	6/03/2022
SHEET:	
2 OF 2	

PRELIMINARY PLAT COMMERCIAL BUILDING ELEVATIONS	TRUE SUMMIT CAPITAL	
	BLUME CORNER SITE	
	HARRISEBURG, NC	

NO.	DATE	REVISION	BY

PRELIMINARY



ESP Associates, Inc.
P.O. Box 2020
Charlotte, NC 28241
3475 Lakemont Blvd
Fort Mill, SC 29708
704-583-4946 (NC)
803-502-2440 (SC)
www.espassociates.com



Application for Preliminary Plat Review and Approval

For an application to be considered complete, you must submit the following information to the Town of Harrisburg Planning Department:

1. One (1) copy of the signed Pre-submittal Meeting Checklist completed at the required pre-submittal meeting.
2. One (1) complete Town of Harrisburg Preliminary Plat Application
3. Five (5) FOLDED copies of the final plat (blue/black lines), and One (1) digital version (PDF)
4. Plat review fee (\$1000.00 + \$25 per lot)
5. One (1) completed Street Name Review and Confirmation Form
6. Required number of copies of the Transportation Impact Analysis (Number of copies to be submitted to be determined at pre-submittal meeting)

NOTE: Incomplete Applications will not be processed by the Planning and Zoning Department, and will be returned to the Applicant.

Project Information	
1. Name of Subdivision:	McKinley Subdivision
2. Location of Subdivision:	500 ft North of Lower Rocky River Rd & Pioneer Mill Rd
3. Cabarrus County PIN Numbers:	5526145424; 5526212487
4. Current Zoning:	CZ-RL Conservation Subdivision
5. Project Classification (Residential, Commercial, etc.):	Residential
6. Is this a CU or CZ Project?	☒ YES: Case Number: H-2020-07 (R) ☐ NO
7. Date of Rezoning Approval:	11/08/2021 Subdivision Case #:
Owner/Developer Information	
1. Property Owner Name:	Rocky Investments, LLC Property Owner Phone:
Property Owner Email:	Anthony Catalano (anthony@thecscgrp.com)
2. Agent/Developer Name:	DR Horton Agent/Developer Phone: 704-534-1533
Agent/Developer Email:	Tim Derylak (TJDerylak@drhorton.com)
3. Contact for Comments Name:	Timmons Group Contact for Comments Phone: 704-227-1564
Contact for Comments Email:	Andrew Allison (andrew.allison@timmons.com)
Utilities	
Water Sewer	
1, Who will provide water and sewer services for this site?	☐ Private ☒ Public ☐ Private ☒ Public
Provider	Town of Harrisburg Town of Harrisburg
Overlay District (Article 4)	
Is the subject property located in an Overlay Zone?	☒ YES: ☐ NO
If YES, which one(s):	Flood Plain Overlay District

Flood Panel and RSOD Information (Article 4)

Is the subject property located in an area regulated by the Floodplain Overlay District? ☒ YES: ☐ NO

Flood Panel Number(s) 5526 Map Date 11/16/2018

Is the subject property in the RSOD? ☒ YES: ☐ NO

If YES, has the RSOD been shown on the plan and have the calculations been submitted with the plan?

☒ YES: ☐ NO

Verification of Process

I, Andrew Allison, submit that all of the information contained in this application is true and correct and also understand that incomplete applications will not be processed by the Town of Harrisburg Planning Department.

Date: 01/05/2022

Signed: 

Title: Agent

(Owner, Agent, Developer, LLC Member, etc.)

Do not write below this point

For Staff Use Only:

Subdivision application fee paid: _____ Check Number: _____



December 07, 2021

ESP Associates
Attn: Matt Levesque
[Via email]

Mr. Levesque,

This letter is to inform you that the rezoning request H2021-05-(R) was **approved** by the Town Council at their November 8th, 2021, meeting.

This property includes parcels PIN# 5516-47-8347, located on the southeast corner of the intersection of Rocky River Road and Hickory Ridge Road. The rezoning request H2021-05-(R) was to rezone approximately 14.28 acres from Rural Estate (RE) to CZ-B1, Conditional Zoning Neighborhood Commercial Office. The rezoning was approved for a maximum of fifty-five (55) rear-loaded town home units and 37,500 square feet of neighborhood scale commercial and office space and will follow the site plan approved with the rezoning request. The rezoning was approved with the following conditions:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to prohibit variety stores on the site, Variety store in this case shall mean any store that sells a combination of retail, grocery and household items and has an area greater than 5,000 sq. feet size.
3. Applicant agrees that all uses are limited to the permitted uses (P) outlined for B-1 zoning in the Harrisburg Unified Development Ordinance with the exception of gas stations, convenience stores and automobile related uses, which are prohibited under this conditional rezoning.
4. Applicant agrees to restrict primary cladding materials for all residential buildings to masonry or similar products; vinyl siding will not be used. Commercial buildings shall meet regulations set forth in Appendix E of the current Harrisburg Unified Development Ordinance (UDO) or equivalent UDO section at the time of Construction Document review/approval.
5. Applicant agrees that there will be no exposed concrete foundations and that cladding material must extend to the ground level on all sides of the homes.
6. Applicant agrees to limit the number of townhome rental units to 10% of allowable number of townhomes.
7. Applicant agrees that all stormwater control measures shall be wet ponds with fountain(s), with minimum depth of 10 feet over 25% of the permanent pool area.
8. Applicant agrees mailbox clusters shall meet ADA Standards at a minimum.
9. Applicant shall provide landscaping between the side elevations of the proposed homes and Snap Dragon Drive.
10. Applicant shall not disturb the existing berm located on adjacent properties behind the homes on Cherry Laurel Drive. In the event the applicant disturbs the existing berm behind these homes, it will be repaired and replanted to the existing condition (mulch, trees, shrubs etc.)



The next steps are to submit a Preliminary Plat for review that meets the above conditions, and once approved, submittal of construction plans. Please note the any future submittal should refer the approved rezoning as CZ-NC (Conditional Neighborhood Commercial) to align with recently approved UDO.

If you have any questions or concerns, please let me know.

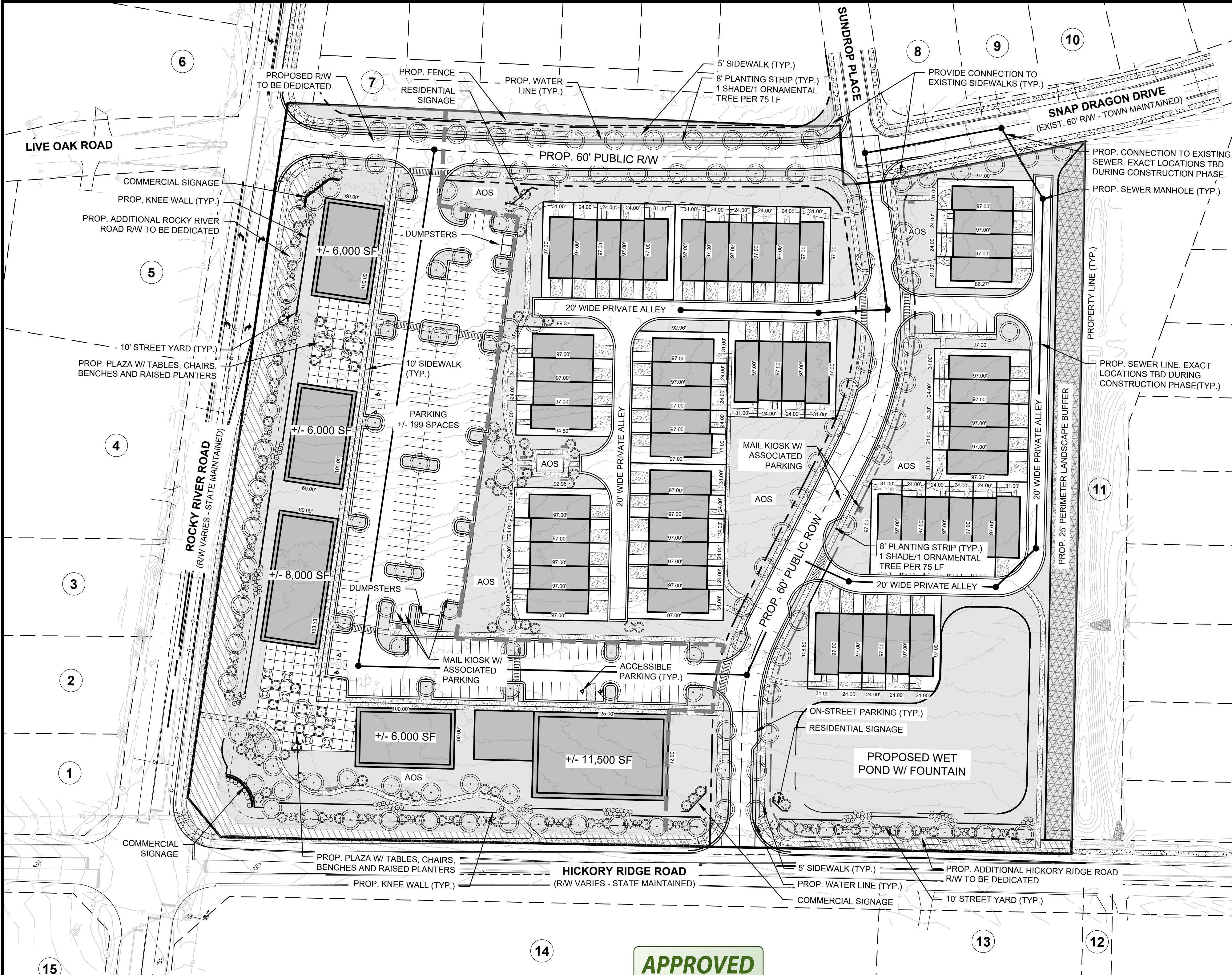
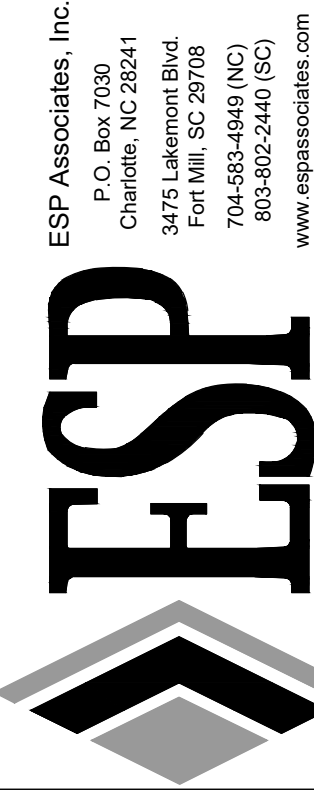
Sincerely,

Sushil Nepal

Sushil Nepal, AICP
Planning & Economic Development Director
Town of Harrisburg

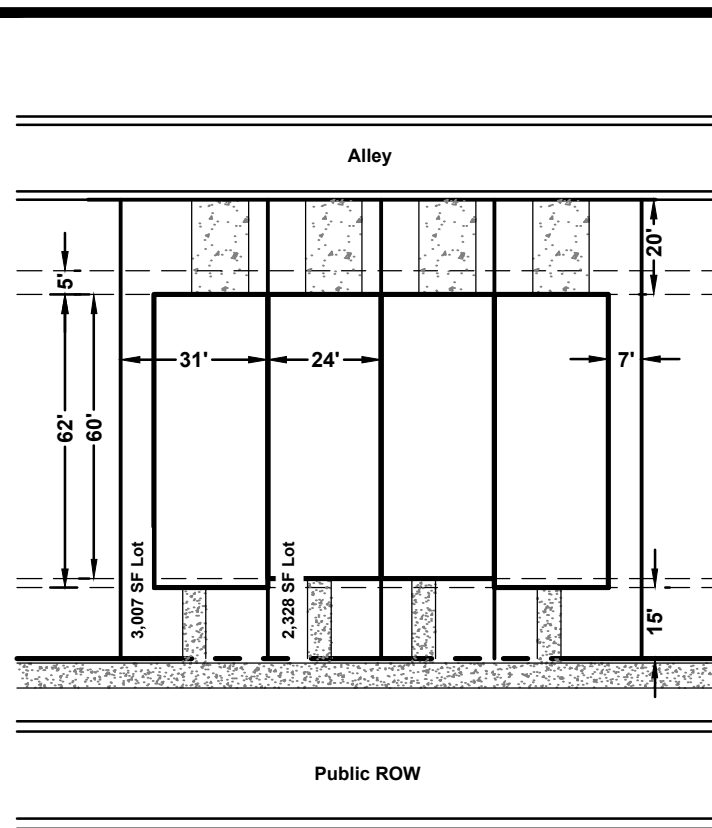
HICKORY RIDGE ROAD SITE

LOCATED IN HARRISBURG, NORTH CAROLINA



TYPICAL TOWNHOME DETAIL

NOT TO SCALE



Townhomes - Alley Load

Setbacks:
Front: 15'
Side: 7'
Rear: 5' (2' from BOC to Face of Garage)

*INNOVATIVE STANDARD REQUEST TO REDUCE FRONT SETBACK FROM 30' TO 15'. BASIS IS ALLEY LOADED TOWNHOME.

ENGINEERING FIRM: ESP ASSOCIATES, INC.
ADDRESS: 3475 LAKEMONT BLVD.
FORT MILL, SC 29708
(803) 855-0908
CONTACT: MATT LEVESQUE
EMAIL: MLEVESQUE@ESPASSOCIATES.COM

DEVELOPER: TRUE SUMMIT CAPITAL
ADDRESS: 1815 BACK CREEK DRIVE
CHARLOTTE, NC 28213

REVIEW AGENCY: TOWN OF HARRISBURG PLANNING & ZONING DEPARTMENT
ADDRESS: 4100 MAIN STREET, SUITE 102
HARRISBURG, NC 28075
(704) 455-5614

VICINITY MAP

NOT TO SCALE



SITE DATA:	
TAX PARCELS:	55164783470000
TOTAL ACREAGE:	+/- 14.281 ACRES (PER SURVEY)
PROJECT ACREAGE:	+/- 13.54 ACRES (APPROX.)*
RESIDENTIAL ACREAGE:	+/- 8.89 ACRES*
COMMERCIAL ACREAGE:	+/- 4.65 ACRES*
*NOTE: BASED ON REMOVAL OF APPROXIMATE FUTURE HICKORY RIDGE ROAD AND ROCKY RIVER ROAD ROW. LOCATION OF FUTURE ROW WILL NEED TO BE VERIFIED.	
LOCATION:	HARRISBURG, NC
ZONING:	RE
EXISTING:	B-1 (CZ)
PROPOSED:	
TOTAL POTENTIAL UNITS: +/- 65 UNITS	
WANDO INTERIOR UNITS:	+/- 33 UNITS
ASHLEY EXTERIOR UNITS:	+/- 22 UNITS
PROPOSED DENSITY:	+/- 6.19 DU/AC**
**NOTE: DENSITY CALCULATED USING RESIDENTIAL ACREAGE.	
TOWNHOUSE PARKING:	
REQUIRED:	83 SPACES (1.5/UNIT)
PROVIDED:	+/- 142 SPACES (3.8/UNIT)***
GARAGE SPACES:	+/- 54 SPACES
DRIVEWAY SPACES:	+/- 54 SPACES
ON-STREET SPACES:	+/- 27 SPACES
OFF-STREET SPACES:	+/- 7 SPACES
***NOTE: PROVIDED PARKING NUMBERS INCLUDE GARAGE, DRIVEWAY, ON-STREET AND OFF-STREET SPACES FOR TOWNHOUSE UNITS. FOUR (4) SPACES ASSOCIATED W/ MAIL KIOSK ARE INCLUDED IN ON-STREET SPACE COUNT.	
RETAIL/OFFICE PARKING:	
REQUIRED:	150 SPACES (1 SPACE/250 GFA - MINIMUM)
PROVIDED:	250 SPACES (1 SPACE/250 GFA - MAXIMUM)
ACCESSIBLE SPACES:	+/- 199 SPACES (INCLUDES ACCESSIBLE AND MAIL KIOSK SPACES)
LOADING/UNLOADING:	+/- 6 SPACES
BICYCLE SPACES:	+/- 1 SPACE
MAIL KIOSK SPACES:	+/- 8 SPACES
OPEN SPACE:	
REQUIRED:	+/- 1.71 ACRES (12%) MINIMUM
PROVIDED:	+/- 1.71 ACRES (12%)****
****NOTE: BASED ON TOTAL ACREAGE (+/- 14.28 ACRES) - SUBJECT TO CHANGE. REQUIRED OPEN SPACE BASED ON RC STANDARDS.	
ACTIVE OPEN SPACE (AOS):	
REQUIRED:	+/- 1.38 ACRES (0.025 AC x 55 UNITS)
PROVIDED:	+/- 1.38 ACRES
PUBLIC OPEN SPACE DEDICATION:	
REQUIRED:	+/- 1.57 ACRES (1/4 AC x 55 UNITS)
PROVIDED:	+/- 0.00 ACRES****
****NOTE: PUBLIC OPEN SPACE DEDICATION REQUIREMENT SHALL BE SATISFIED BY PAYING A FEE IN LIEU.	
CONNECTIVITY:	
REQUIRED:	1.40
PROPOSED:	2.00 (2 LINKS/1 NODE)

General Notes
1. Base information provided by Boundary Survey: "ALTANSPS SURVEY OF: TAX LOT 5551-6478-347-0000 8479 ROCKY RIVER ROAD, 14.281 ACRES" prepared by ESP Associates, Inc. dated June 10, 2021.
2. All site zoning and wetland information utilized in the preparation of this Preliminary Zoning Major Site Plan is considered to be preliminary in nature and subject to change and final verification.
3. Draft - Do not rely on this document.

Floodplain Information
No floodplain located on site.

Stream/Wetland Information
Stream/Wetland information is based on preliminary information provided to ESP by Cabarrus County GIS data. For purposes of preparation of this Preliminary Zoning Major Site Plan, any potential wetland areas and stream features depicted on the sketch are considered to be preliminary in nature and approximate in location.

Access Points/Driveways/Streets
1. Proposed project site entrance locations are considered preliminary in nature and need to be verified for adequate sight distance.
2. All roadway and street systems are considered to be preliminary and will need to be verified for sufficiency to satisfy or exceed minimum requirements established in the Town of Harrisburg Unified Development Ordinance and applicable standards identified by NCDOT. Street connections are conceptual and may be subject to change based on agency input and review.

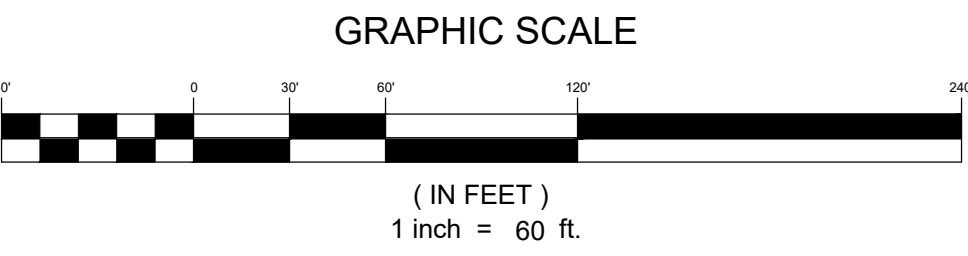
Open Space/Active Open Space
Open Space areas are conceptual and preliminary. The exact location of these areas may change as the client finalizes decisions regarding final layout, product allocation, and as other spatially dependent project components such as stormwater areas, wetland areas, utility features, and buffers, (as applicable) for this project are better defined.

Potential Stormwater Quality Areas
Location of proposed stormwater areas are conceptual and preliminary and still need to be determined. The exact size and location of these areas will change as the client finalizes decisions regarding final layout, product allocation, and as other proposed changes to the project are better defined. Layout and unit count subject to change based on final design of stormwater areas.

Public Information
ESP Associates is not responsible for plan deficiencies created by incorrect, incomplete, missing or outdated information derived from public sources such as GIS, Planning and Zoning departments.

List of Adjacent Property Owners:							
Site Number	Parcel Number	Owner	Owner	Mailing Address	Mailing City	Mailing State	Mailing Zip
1	55164717620000	DAMON SRINIVAS R	REDDY DEEPA S WF	3559 GROVESIDE ST	HARRISBURG	NC	28075
2	55164727690000	DAMON SRINIVAS R	REDDY DEEPA S WF	3559 GROVESIDE ST	HARRISBURG	NC	28075
3	55164738540000	SEEGARS JAMES H TRUSTEE	SEEGARS PATRICIA M TRUSTEE	6484 ROCKY RIVER RD	HARRISBURG	NC	28075
4	55164745890000	PRICE JAMES B JR	PRICE GERALDINE WF	8478 ROCKY RIVER RD	HARRISBURG	NC	28075
5	55164779050000	BRADY BRONIA F	BRADY JONATHAN SPOUSE	8474 LIVE OAK RD	HARRISBURG	NC	28075
6	55164881200000	MOORE CAMERON B	MOORE JORDAN SPOUSE	8475 LIVE OAK RD	HARRISBURG	NC	28075
7	55165739290000	BLUMER HOMEOWNERS ASSN INC	BLUMER VANDU SPOUSE	C/O CAMS COMMUNITY MGMT	WILMINGTON	NC	28403
8	55165739800000	BLUMER HOMEOWNERS ASSN INC	BLUMER VANDU SPOUSE	C/O CAMS COMMUNITY MGMT	WILMINGTON	NC	28403
9	55165744410000	KANDISANY GOVINDARAJU	GOVINDARAJU RENUKADEV	2505 SNAP DRAGON DR	HARRISBURG	NC	28075
10	55165749990000	MATTHEW WILLIAM E	SPOUSE	2511 SNAP DRAGON DR	HARRISBURG	NC	28075
11	55165750350000	BLUMER HOMEOWNERS ASSN INC	BLUMER VANDU SPOUSE	C/O CAMS COMMUNITY MGMT	WILMINGTON	NC	28403
12	55164654300000	TOWNSEND ROY L JR	SHERRELLS FORD	4567 PARADISE CV	SHERRELLS FORD	NC	28073
13	55164647990000	HAMBUR GLENN E	PRICE GERALDINE WF	8642 HICKORY RIDGE ROAD	HARRISBURG	NC	28075
14	55164730780000	PRICE JAMES B JR	PRICE GERALDINE WF	8478 ROCKY RIVER RD	HARRISBURG	NC	28075
15	55163756740000	MAGNOLIA CORNERS LLC A NC LLC	PO BOX 578	MATTHEWS	NC		28106
Property Owners	55164783470000	BLUMER FAMILY FARM LLC	A NC LTD LIABILITY CO	12137 CRESCENT AVE	GASTONIA	NC	28052

INDEX OF SHEETS			
SHEET NO.	SHEET NAME	ORIGINAL DATE	REVISED DATE
1 OF 2	PRELIMINARY ZONING MAJOR SITE PLAN - COVER SHEET	04/05/2021	06/29/2021
2 OF 2	TECHNICAL DATA SHEET	04/05/2021	06/29/2021



PRELIMINARY ZONING MAJOR SITE PLAN
COVER SHEET (1 OF 2)

HICKORY RIDGE ROAD SITE

TRUE SUMMIT CAPITAL

HARRISBURG, NC

PROJECT INFORMATION	
PROJECT MANAGER:	ML
DESIGNED BY:	MJ
DRAWN BY:	MJ
PROJECT NUMBER:	JN76.100
ORIGINAL DATE:	4/5/2021
SHEET:	1 OF 2

U:\2021 Projects U\0201 - Hickory Ridge Road Site (Public\Submittal\Working Drawings\0201_09-24_Razoring 3rd Street\Sheets\N/Cs\COVER.sht, CD\VR, minter

U:\2021 Projects\J\J026 - Hickory Ridge Road Site (Pulse)\Submittal Working Drawings\2021_09-24_Rezoning 3rd Sheet\Sheet\JN76-TDS.dwg, TDS, minitab

1. GENERAL PROVISIONS:

A. SITE LOCATION:

- THESE DEVELOPMENT STANDARDS FORM A PART OF THE REZONING PLAN ASSOCIATED WITH THE REZONING PETITION FILED BY TRUE SUMMIT CAPITAL ("PETITIONER") TO ACCOMMODATE THE DEVELOPMENT OF UP TO FIFTY-FIVE (55) SINGLE-FAMILY ATTACHED DWELLING UNITS AND 37,500 SQUARE FEET OF COMMERCIAL AND OFFICE USES AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PROPOSED DEVELOPMENT WILL BE ON AN APPROXIMATELY 14.285 ACRE SITE LOCATED ON HICKORY RIDGE ROAD (THE "SITE").

B. ZONING DISTRICTS/ORDINANCE:

- DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE REZONING PLAN AS WELL AS THE APPLICABLE PROVISIONS OF THE HARRISBURG ZONING ORDINANCE (THE "ORDINANCE"), UNLESS THE REZONING PLAN ESTABLISHES MORE STRINGENT STANDARDS THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE FOR THE B-1 ZONING CLASSIFICATION SHALL GOVERN.

C. GRAPHICS AND ALTERATIONS:

- THE SCHEMATIC DEPICTIONS LOTS, SIDEWALKS, STRUCTURES AND BUILDINGS, BUILDING ELEVATIONS, DRIVEWAYS, STREETS AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS (COLLECTIVELY THE "DEVELOPMENTS/SITE ELEMENTS") SET FORTH ON THE REZONING PLAN SHOULD BE REVIEWED IN CONJUNCTION WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS. THE LAYOUT, LOCATIONS, SIZES AND FORMULATIONS OF THE DEVELOPMENTS/SITE ELEMENTS DEPICTED ON THE REZONING PLAN ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED. CHANGES TO THE REZONING PLAN NOT ANTICIPATED BY THE REZONING PLAN WILL BE REVIEWED AND APPROVED AS ALLOWED BY ORDINANCE.
- SINCE THE PROJECT HAS NOT UNDERGONE THE DESIGN DEVELOPMENT AND CONSTRUCTION PHASES, IT IS INTENDED THAT THIS REZONING PLAN PROVIDE FOR FLEXIBILITY IN ALLOWING SOME ALTERATIONS OR MODIFICATIONS FROM THE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS. THEREFORE, THERE MAY BE INSTANCES WHERE MINOR MODIFICATIONS WILL BE ALLOWED WITHOUT REQUIRING THE ADMINISTRATIVE AMENDMENT PROCESS PER THE ORDINANCE. THESE INSTANCES WOULD INCLUDE CHANGES TO GRAPHICS IF THEY ARE MINOR AND DON'T MATERIALLY CHANGE THE OVERALL DESIGN INTENT DEPICTED ON THE REZONING PLAN.
- THE PLANNING DIRECTOR WILL DETERMINE IF SUCH MINOR MODIFICATIONS ARE ALLOWED PER THIS AMENDED PROCESS, AND IF IT IS DETERMINED THAT THE ALTERATION DOES NOT MEET THE CRITERIA DESCRIBED ABOVE, THE PETITIONER SHALL THEN FOLLOW THE ADMINISTRATIVE AMENDMENT PROCESS OF THE ORDINANCE; IN EACH INSTANCE, HOWEVER, SUBJECT TO THE PETITIONER'S APPEAL RIGHTS SET FORTH IN THE ORDINANCE.

2. PERMITTED USES:

A. RESIDENTIAL USES: THE SITE MAY BE DEVELOPED WITH UP TO FIFTY-FIVE (55) SINGLE FAMILY ATTACHED RESIDENTIAL UNITS.

B. NON-RESIDENTIAL USE: THE SITE MAY BE DEVELOPED WITH UP TO 37,500 SQUARE FEET OF USES PERMITTED IN THE B-1 ZONING DISTRICT.

THE FOLLOWING USES SHALL BE PROHIBITED:

- VARIETY STORES (VARIETY STORE SHALL MEAN ANY STORE THAT SELLS A COMBINATION OF RETAIL, GROCERY AND HOUSEHOLD ITEMS IN EXCESS OF 5,000 SQUARE FEET)
- GAS STATIONS
- CONVENIENCE STORES AND AUTOMOBILE RELATED USES

3. ACCESS AND TRANSPORTATION:

I. PROPOSED ACCESS:

- ACCESS TO THE SITE WILL BE FROM HICKORY RIDGE ROAD AS GENERALLY DEPICTED ON THE REZONING PLAN.
- THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE DEVELOPMENT AND CONSTRUCTION PLANS AND TO ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE TOWN OF HARRISBURG AND/OR NCDOT IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS.
- THE PETITIONER SHALL INSTALL PHASED TRANSPORTATION IMPROVEMENTS PER THE APPROVED TRAFFIC IMPACT ANALYSIS.
- THE OVERALL STREET NETWORK IS CONCEPTUAL IN NATURE AND MAY BE ADJUSTED DURING THE PERMITTING PROCESS SO LONG AS THE PROVISIONS OF THE ORDINANCE RELATED TO CONNECTIVITY, BLOCK LENGTHS AND LINKS ARE ADHERED TO.
- THE SITE SHALL MEET THE PROVISIONS OF THE ORDINANCE RELATED TO CONNECTIVITY.

II. PROPOSED IMPROVEMENTS:

- THE PETITIONER PLANS TO PROVIDE OR CAUSE TO BE PROVIDED ON ITS OWN OR IN COOPERATION WITH OTHER PARTIES WHO MAY IMPLEMENT PORTIONS OF THE IMPROVEMENTS, THE IMPROVEMENTS SET FORTH IN THE APPROVED TRANSPORTATION IMPACT STUDY SUBJECT TO THE PROVISIONS SET FORTH IN SECTION III.

III. STANDARDS, PHASING AND OTHER PROVISIONS:

- TOWN OF HARRISBURG AND NCDOT STANDARDS. ALL OF THE PUBLIC ROADWAY IMPROVEMENTS WILL BE SUBJECT TO THE STANDARDS AND CRITERIA OF THE TOWN OF HARRISBURG AND/OR NCDOT (AS IT RELATES TO THE ROADWAY IMPROVEMENTS WITHIN THEIR RESPECTIVE ROAD SYSTEM AUTHORITY). IT IS UNDERSTOOD THAT AN ALTERNATE PAVEMENT SCHEDULE IS NOT PERMITTED AND ROADWAY CROSS SECTIONS WILL BE REVIEWED AND APPROVED AT THE CONSTRUCTION DOCUMENT PHASE. IT IS ALSO UNDERSTOOD THAT SUCH IMPROVEMENTS MAY BE UNDERTAKEN BY THE PETITIONER ON ITS OWN OR IN CONJUNCTION WITH OTHER DEVELOPMENT OR ROADWAY PROJECTS TAKING PLACE WITHIN THE AREA, BY WAY OF A PRIVATE/PUBLIC PARTNERSHIP EFFORT OR OTHER PUBLIC SECTOR PROJECT SUPPORT.
- PHASING TO BE FORTHCOMING
- SUBSTANTIAL COMPLETION. REFERENCE TO "SUBSTANTIAL COMPLETION" FOR CERTAIN IMPROVEMENTS AS SET FORTH IN THE PROVISIONS OF THE APPROVED TIS SHALL MEAN COMPLETION OF THE ROADWAY IMPROVEMENTS IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE APPROVED TIS PROVIDED, HOWEVER, IN THE EVENT CERTAIN NON-ESSENTIAL ROADWAY IMPROVEMENTS (AS REASONABLY DETERMINED BY THE TOWN OF HARRISBURG) ARE NOT COMPLETED AT THE TIME THAT THE PETITIONER SEEKS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR BUILDING(S) ON THE SITE IN CONNECTION WITH RELATED DEVELOPMENT PHASING DESCRIBED ABOVE, THEN THE TOWN OF HARRISBURG MAY INSTRUCT APPLICABLE AUTHORITIES AND/OR DEPARTMENTS TO ALLOW THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE APPLICABLE BUILDINGS, AND IN SUCH EVENT THE PETITIONER MAY BE ASKED TO POST A LETTER OF CREDIT OR A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME SUCH A CERTIFICATE OF OCCUPANCY IS ISSUED TO SECURE COMPLETION OF THE APPLICABLE IMPROVEMENTS.
- RIGHT-OF-WAY CONVEYANCE. THE PETITIONER WILL DEDICATE VIA FEE SIMPLE CONVEYANCE ANY ADDITIONAL RIGHT-OF-WAY INDICATED ON THE REZONING PLAN AS RIGHT-OF-WAY TO BE DEDICATED, THE ADDITIONAL RIGHT-OF-WAY WILL BE DEDICATED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY. THE PETITIONER WILL PROVIDE A PERMANENT SIDEWALK EASEMENT FOR ANY OF THE PROPOSED SIDEWALKS LOCATED ALONG THE PUBLIC STREETS LOCATED OUTSIDE OF THE RIGHT-OF-WAY WHERE ROW DEDICATION IS NOT PROVIDED.
- ALTERNATIVE IMPROVEMENTS. CHANGES TO THE ABOVE REFERENCED ROADWAY IMPROVEMENTS CAN BE APPROVED THROUGH COUNCIL ACTION UPON THE DETERMINATION AND MUTUAL AGREEMENT OF PETITIONER, AND THE TOWN OF HARRISBURG; PROVIDED, HOWEVER, THE PROPOSED ALTERNATE TRANSPORTATION IMPROVEMENTS PROVIDE (IN THE AGGREGATE) COMPARABLE TRANSPORTATION NETWORK BENEFITS TO THE IMPROVEMENTS IDENTIFIED IN THIS PETITION IN THE OVERALL AREA OF THE REZONING. IT IS UNDERSTOOD THAT CHANGES TO THE TIA SHALL NOT REQUIRE A REZONING.

FOR EXAMPLE, TRANSPORTATION IMPROVEMENTS MAY BE SUBSTITUTED AND/OR PAYMENT IN LIEU FOR OTHER IMPROVEMENTS IN THE OVERALL AREA OF THE REZONING MAY BE IMPLEMENTED AS DESCRIBED IN SUBSECTION (D) ABOVE.

4. ARCHITECTURAL STANDARDS:

A. RESIDENTIAL BUILDING MATERIALS:

- THE BUILDING MATERIALS USED ON THE RESIDENTIAL BUILDINGS CONSTRUCTED ON SITE WILL BE A COMBINATION OF PORTIONS OF THE FOLLOWING: BRICK, STONE, PRECAST CONCRETE, SYNTHETIC STONE, CEMENTITIOUS FIBER BOARD, CEMENTITIOUS FIBER SHAKE, EIFS, STUCCO, DECORATIVE BLOCK AND/OR WOOD. VINYL OR ALUMINUM SHALL NOT BE USED AS A PRIMARY SIDING MATERIAL HOWEVER IT MAY BE USED ON WINDOWS, SOFFITS, FASCIA AND/OR SIMILAR ROOF OVERHANG ELEMENTS, HANDRAILS/RAILINGS, AND/OR OTHER MISCELLANEOUS TRIM ELEMENTS. THE PROPOSED ROOFING MATERIALS WILL BE ARCHITECTURAL SHINGLES, SLATE, TILE AND/OR METAL.

B. NON-RESIDENTIAL BUILDINGS:

- COMMERCIAL BUILDINGS SHALL MEET REGULATIONS SET FORTH IN APPENDIX E OF THE HARRISBURG UNIFIED DEVELOPMENT ORDINANCE.
- THE PETITIONER AGREES TO RESTRICT CLADDING MATERIALS FOR ALL BUILDINGS TO CLADDING PRODUCTS OTHER THAN VINYL SIDING.
- THERE SHALL BE NO EXPOSED CONCRETE FOUNDATIONS; SIDING AND/OR OTHER MATERIALS MUST EXTEND TO THE GROUND LEVEL ON ALL SIDES OF THE HOMES.

5. BUFFERS, YARDS, AND OPEN SPACE:

A. A TWENTY-FIVE (25) FOOT PERIMETER LANDSCAPE BUFFER SHALL BE PROVIDED AS GENERALLY DEPICTED ON THE REZONING PLAN.

- OPEN SPACE SHALL BE PROVIDED AS GENERALLY DEPICTED ON THE REZONING PLAN AND IS INTENDED TO PROVIDE POCKETS OF OPEN SPACE THROUGHOUT THE DEVELOPMENT. OPEN SPACES MAY INCLUDE BENCHES, PLAY STRUCTURES, TRAILS, SIGNATURE LANDSCAPING, COURTYARDS, LAWNS AND/OR OTHER FEATURES THAT PROVIDE OPPORTUNITIES TO RECREATE OR FOSTER COMMUNITY ENGAGEMENT.

6. ENVIRONMENTAL FEATURES:

- STORMWATER AND WATER QUALITY FEATURES AND DETAILS SHALL COMPLY WITH THE ORDINANCE AND ENGINEERING STANDARDS. THE PETITIONER RESERVES THE RIGHT TO PROVIDE UNDERGROUND STORMWATER FACILITIES IN LIEU OF WET PONDS.
- ALL STORMWATER BMPs WILL BE SCREENED BY LANDSCAPING ON ANY SIDE FACING LOTS AND WHEN VISIBLE FROM PUBLIC STREETS. BMP(S) FRONTING PUBLIC STREETS SHALL INCLUDE AMENITIES AND SERVE AS A FEATURE FOR THE COMMUNITY. ALL WET PONDS SHALL BE CONSTRUCTED WITH A FOUNTAIN.
- THE PETITIONER SHALL MITIGATE OR REPLACE HERITAGE TREES IF DAMAGED DURING CONSTRUCTION IN ACCORDANCE WITH THE ORDINANCE.
- WET PONDS WILL HAVE A TEN (10) FOOT DEPTH OVER MINIMUM 25% OF THE PERMANENT POOL AREA.
- THE APPLICANT AGREES TO NOT UTILIZE SAND FILTERS AS A STORMWATER CONTROL MEASURE.

7. MISCELLANEOUS PROVISIONS:

- PETITIONER AGREES TO OBTAIN ALL APPLICABLE LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR DEVELOPMENT BEFORE ANY DEVELOPMENT ACTIVITY OCCURS ON THE SITE.
- MAILBOX CLUSTERS SHALL MEET ADA STANDARDS.

8. AMENDMENTS TO THE REZONING PLAN:

- FUTURE AMENDMENTS TO THE REZONING PLAN (WHICH INCLUDES THESE DEVELOPMENT STANDARDS) MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE APPLICABLE PORTION OF THE SITE AFFECTED BY SUCH AMENDMENT IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE.

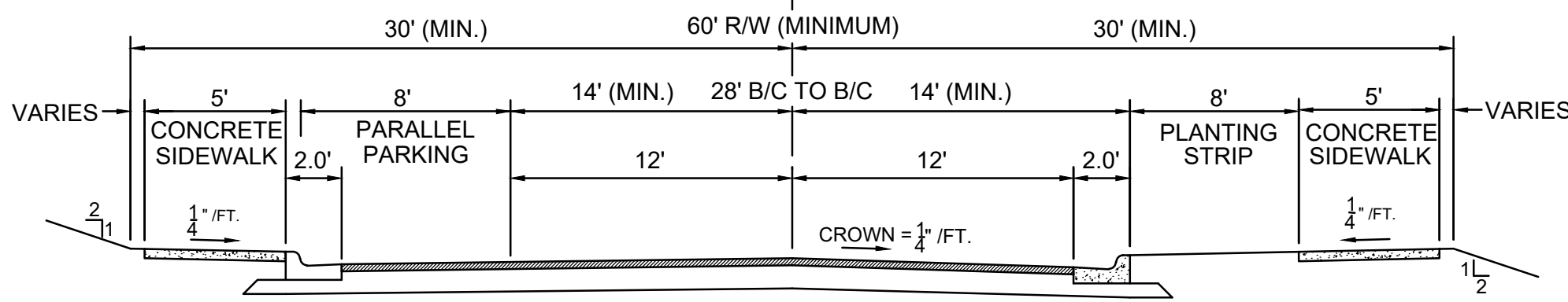
9. BINDING EFFECT OF THE REZONING APPLICATION:

- IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT OF THE SITE IMPOSED UNDER THE REZONING PLAN WILL, UNLESS AMENDED BY THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING ON THE PETITIONER AND INURE TO THE BENEFIT OF THE PETITIONER AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS.

NOTABLE CONDITIONS:

SHOPPES AT HICKORY RIDGE PROJECT CONDITIONS:

- APPLICANT AGREES TO OBTAIN ANY AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR DEVELOPMENT BEFORE ANY DEVELOPMENT ACTIVITY CAN TAKE PLACE (PLANNING) (SEE DEVELOPMENT STANDARDS SECTION 7).
- A DRIVEWAY PERMIT FROM NCDOT WILL BE REQUIRED FOR THE ENTRANCES OFF OF HICKORY RIDGE ROAD & ROCKY RIVER ROAD. A TOWN PERMIT WILL BE REQUIRED FOR ACCESS ALONG SNAP DRAGON ROAD. ALL RIGHTS-OF-WAY NECESSARY FOR ROAD IMPROVEMENTS WILL BE ACQUIRED PRIOR TO NCDOT DRIVEWAY PERMIT BEING EXECUTED.
- THE DEVELOPER SHALL BE RESPONSIBLE TO MAKE ALL ROADWAY IMPROVEMENTS AS IDENTIFIED IN THE APPROVED TIA (NCDOT) (SEE DEVELOPMENT STANDARDS SECTION 3).
- APPLICANT AGREES TO DEDICATE ADDITIONAL FUTURE RIGHT-OF-WAY FROM THE EXISTING RIGHT OF WAY SO THAT THE TOTAL DEDICATION IS 52.5 FEET FROM CENTERLINE ON ROCKY RIVER ROAD AND 40 FEET FROM CENTERLINE ON HICKORY RIDGE ROAD.
- APPLICANT AGREES THAT WET POND SHALL BE INTERACTIVE FEATURE OF THE COMMUNITY WITH A FOUNTAIN AND MINIMUM DEPTH OF 10 FEET OVER 25% OF THE PERMANENT POOL AREA (SEE DEVELOPMENT STANDARDS SECTION 6).
- APPLICANT AGREES THAT ALL USES ARE LIMITED TO THE PERMITTED USES (P) OUTLINED FOR B-1 ZONING IN THE HARRISBURG UNIFIED DEVELOPMENT ORDINANCE WITH THE EXCEPTION OF GAS STATIONS, CONVENIENCE STORES AND AUTOMOBILE RELATED USES, WHICH ARE PROHIBITED UNDER THIS CONDITIONAL REZONING (SEE DEVELOPMENT STANDARDS SECTION 2).
- APPLICANT AGREES TO PROHIBIT VARIETY STORES (VARIETY STORE SHALL MEAN ANY STORE THAT SELLS A COMBINATION OF RETAIL, GROCERY AND HOUSEHOLD ITEMS IN EXCESS OF 5,000 SQUARE FEET) (SEE DEVELOPMENT STANDARDS SECTION 2).
- APPLICANT AGREES TO RESTRICT PRIMARY CLADDINT MATERIALS FOR ALL RESIDENTIAL BUILDINGS TO MASONRY OR SIMILAR PRODUCTS; VINYL SIDING WILL NOT BE USED. COMMERCIAL BUILDINGS SHALL MEET REGULATIONS SET FORTH IN APPENDIX E OF THE HARRISBURG UNIFIED DEVELOPMENT ORDINANCE (SEE DEVELOPMENT STANDARDS SECTION 4).
- APPLICANT AGREES THAT THERE WILL BE NO EXPOSED CONCRETE FOUNDATIONS AND THAT SIDING AND/OR OTHER MATERIAL MUST EXTEND TO THE GROUND LEVEL ON ALL SIDES OF THE HOMES (SEE DEVELOPMENT STANDARDS SECTION 4).
- APPLICANT AGREES TO LIMIT THE NUMBER OF TOWNHOME RENTAL UNITS TO 10% OF THE ALLOWABLE NUMBER OF TOWNHOMES CONTINGENT UPON FURTHER EVALUATION OF IMPACTS ON MORTGAGE LENDING CRITERIA; FINAL DECISION ON THE RENTAL CAP TO BE DETERMINED DURING THE PRELIMINARY PLAT REVIEW AND APPROVAL.
- APPLICANT AGREES MAILBOX CLUSTERS SHALL MEET ADA STANDARDS AT A MINIMUM (SEE DEVELOPMENT STANDARDS SECTION 7).
- APPLICANT AGREES THAT ALL STREETS SHOULD BE TO THE TOWN OF HARRISBURG ENGINEERING DESIGN STANDARDS, ALTERNATE PAVEMENT SCHEDULE IS NOT ALLOWABLE. ROADWAYS CROSS SECTIONS WILL BE REVIEWED AND APPROVED AT THE CONSTRUCTION DOCUMENT PHASE (SEE DEVELOPMENT STANDARDS SECTION 3).
- APPLICANT SHALL PROVIDE LANDSCAPING BETWEEN THE SIDE ELEVATIONS OF THE PROPOSED HOMES AND SNAP DRAGON DRIVE.
- APPLICANT SHALL NOT DISTURB THE EXISTING BERM LOCATED ON ADJACENT PROPERTIES BEHIND THE HOMES ON CHERRY LAUREL DRIVE. IN THE EVENT THE APPLICANT DISTURBS THE EXISTING BERM BEHIND THESE HOMES, IT WILL BE REPAIRED AND REPLANTED TO THE EXISTING CONDITION (MULCH, TREES, SHRUBS, ETC).



LOCAL RESIDENTIAL STREET (COLLECTOR)
W/ PARALLEL PARKING ON BOTH SIDES - 60' R/W

NOTES:

- SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF STREET A MINIMUM OF 8' FROM BACK OF CURB. IN AREAS WHERE PARALLEL PARKING IS PROVIDED, SIDEWALK SHALL BE LOCATED AT BACK OF CURB.
- AN ALTERNATIVE PAVEMENT DESIGN MAY BE REQUIRED BY TOWN OF HARRISBURG BASED ON SPECIFIC TRAFFIC PARAMETERS.
- DEVELOPER MAY SUBMIT AN ALTERNATIVE PAVEMENT DESIGN OF EQUAL OR GREATER STRENGTH TO DIRECTOR OF ENGINEERING FOR APPROVAL.



NO.	DATE	REVISION	BY
1	06/24/2021	REVISED PER STAFF COMMENTS	MW
	09/24/2021	REVISED PER STAFF COMMENTS	MW

TECHNICAL DATA SHEET
SHEET (2 OF 2)

HICKORY RIDGE ROAD SITE
TRUE SUMMIT CAPITAL

HARRISBURG, NC

PROJECT INFORMATION

PROJECT MANAGER:	ML
DESIGNED BY:	MJ
DRAWN BY:	MJ
PROJECT NUMBER:	JN76.100
ORIGINAL DATE:	4/5/2021
SHEET:	2 OF 2



Town of Harrisburg
Planning and Economic Development Department

DATE: August 16, 2022

SUBJECT: H2022-01-(S) Blume Corner, Preliminary Plat

Owner/ Developer: True Summit Capital represented by Timmons Group

Location: The subject properties are located on the southeast corner of the intersection of Rocky River Road and Hickory Ridge Road (PIN 5516-47-8347).

BACKGROUND:

Area: Approximately 14.281 acres

Zoning: Originally Conditional Zoning Neighborhood Commercial/Office (CZ-B-1); currently Conditional Zoning Neighborhood Commercial (CZ-NC)

Staff Report prepared by: Craig Thomas, Planning and Economic Development Department

GENERAL DISCUSSION:

- The applicant is requesting that the Preliminary Plat be reviewed and approved to allow five commercial buildings and 55 attached residential units (townhomes).
- Staff has reviewed the submitted preliminary plat and has found it to be consistent with the approved conditional zoning site plan and the standards of the UDO. Staff has recommended conditions of approval as outlined in this staff report, consistent with the Rezoning approval H-2021-05-R.

APPROVAL CRITERIA:

1. **The proposed land uses are in accord with the adopted *Comprehensive Plan* and the Official Zoning Map, or that the means for reconciling any differences have been addressed. A Preliminary Plat may be processed concurrently with a rezoning request.**

Per the Harrisburg Area Land Use Plan, the subject property is located in a node designated on the future land use map as **Mixed Use Node D**. This area is intended to have a smaller non-residential component comprised primarily of neighborhood-serving uses (convenience retail, small restaurants, and service uses). Adjoining townhome and small-lot single family home developments will be designed with pedestrian connections to the center.

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 just starting out or looking to downsize with affordable high-quality products not currently available.

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 designates this area as Mixed Use and a B-1 zoning classification is deemed a suitable district.

- 2. The proposed subdivision conforms to all relevant requirements of this ordinance and to any variances that have been granted to permit any nonconformance. The plat shall meet all requirements of this Ordinance with respect to lot size and area, and in no way create a violation of any applicable current ordinances, statutes or regulations.**

There are no existing or proposed variances for the subject property. The preliminary plat, as presented, is consistent with the approved conditional zoning site plan, which governs the development standards for the site.

- 3. The proposed development, including its lot sizes, density, access and circulation, are compatible with the existing and/or permissible future use of adjacent property.**

The approval of the conditional zoning map amendment and associated site plan and conditions for the subject property established that the proposed development is compatible with the surrounding area. The zoning districts of the surrounding properties are residential in nature. The surrounding properties have slightly larger lot sizes and lower densities, but the strategic location of this project at a major intersection allows for higher densities and proposed commercial services not currently available in the immediate area. There are proposed entrances on Hickory Ridge Road and Rocky River Road as well as a connection to the adjacent neighborhood.

- 4. That the proposed subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties.**

The proposed project is a mixed use project combining commercial and residential. The approved density and layout are compatible with surrounding development. An approval of this preliminary plat would allow the development to continue with subsequent approvals necessary for the development of the property.

- 5. That the soils and topography have been adequately studied to ensure that all lots are developable for their designated purposes.**

The subject property will be served by public utilities (water and sewer) therefore; soil suitability is not a primary concern. Regarding the topography, the applicant will be required to submit a Soil and Erosion Control Plan to NCDEQ for review and approval. In addition, the applicant will also be required to submit construction drawings to the Town of Harrisburg for review and approval regarding utility placement and lot design standards.

- 6. That any land located within Zone A, as shown on the currently adopted Flood Boundary and Floodway Maps of the Flood Insurance Study, is determined to be suitable for its intended use and that the proposed subdivision adequately mitigates the risks of flooding, inadequate drainage, soil and rock formations with severe limitations for development, severe erosion potential, or any other floodplain-related risks to the health, safety or welfare of the future residents of the proposed subdivision in a manner consistent with this ordinance, as described in § 4.14 of this Ordinance.**

The proposed development will be subject to the regulations set forth in the Unified Development Ordinance as well as any State or Federal regulations related to floodplain development and/or wetlands regulations. In addition, the development will be subject to NCDEQ sedimentation and erosion control standards. No floodplain is located on this property.

- 7. The proposed name of a subdivision shall be approved by the Cabarrus County E-911 Coordinator(s) and shall not use a word, or phrase, which is the same as, similar to, or pronounced the same as a word or phrase in the name of any other subdivision in Cabarrus County or any municipality or jurisdiction in the County. Proposed subdivisions may only use a duplicate subdivision name in the event that the Administrator requires the use of the same name for purposes of clear identification.**

The proposed name of the subdivision is a working title of Blume Corner. The subdivision name and all street names are under review by the Cabarrus County E-911 Coordinator.

APFO REVIEW:

SCHOOLS

This part of the Unified Development Ordinance is no longer enforceable as determined by the NC Supreme Court. However, the schools have provided the following data on school capacity:

The schools serving this area are Hickory Ridge Elementary School, Hickory Ridge Middle School, and Hickory Ridge High School. We would anticipate the townhomes to generate upon buildout an additional 8 elementary students, 4 middle school students, and 5 high school students. The negligible impacts are projected to increase the percentages at elementary school from 88% to 89% capacity. The middle school capacity is currently at 93% and the additional students could be accommodated with a projected 94% capacity. The high school capacity would remain unchanged at 112 % capacity. As the lots in the inventory continue to be permitted, the number of potential students generated is expected to cause additional capacity issues for the schools in the Harrisburg area.

TRANSPORTATION

NCDOT has reviewed the preliminary plat and approved the road connections. There are also significant upgrades required to the intersection, widening, and installation of turn lanes.

FIRE, POLICE SANITATION

Adequate fire, police and sanitation services are available through the Town of Harrisburg.

UTILITIES

Utilities are available through the Town of Harrisburg. Applicant will be required to extend the water line and sewer line to their site.

CONDITIONS:

In considering an application for a subdivision plat, the decision-making agency shall consider and may impose modifications or conditions to the extent that such modifications or conditions are necessary to ensure compliance with the criteria of Section 6.2 of the UDO.

Should the Planning and Zoning Board recommend approval of the preliminary plat for the Blume Corner subdivision, staff requests that the following original conditions (H2021-05-R) become part of the approval, which are inclusive of the conditions agreed to as part of the approval:

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 to prohibit variety stores on the site, Variety store in this case shall mean any store that sells a combination of retail, grocery and household items and has an area greater than 5,000 sq. feet size.

3. Applicant agrees to install all required improvements as required by the final approved Traffic Impact Analysis (TIA).
4. Applicant agrees that all uses are limited to the permitted uses (P) outlined for B-1 zoning in the Harrisburg Unified Development Ordinance with the exception of gas stations, convenience stores and automobile related uses, which are prohibited under this conditional rezoning.
5. Applicant agrees to restrict primary cladding materials for all residential buildings to masonry or similar products; vinyl siding will not be used. Commercial buildings shall meet regulations set forth in Appendix E of the current Harrisburg Unified Development Ordinance (UDO) or equivalent UDO section at the time of Construction Document review/approval.
6. Applicant agrees that there will be no exposed concrete foundations and that cladding material must extend to the ground level on all sides of the homes.
7. Applicant agrees to limit the number of townhome rental units to 10% of allowable number of townhomes.
8. Applicant agrees that all stormwater control measures shall be wet ponds with fountain(s), with minimum depth of 10 feet over 25% of the permanent pool area.
9. Applicant agrees mailbox clusters shall meet ADA Standards at a minimum.
10. Applicant shall provide landscaping between the side elevations of the proposed homes and Snap Dragon Drive.
11. Applicant shall not disturb the existing berm located on adjacent properties behind the homes on Cherry Laurel Drive. In the event the applicant disturbs the existing berm behind these homes, it will be repaired and replanted to the existing condition (mulch, trees, shrubs etc.)

RECOMMENDATION:

The preliminary plat is consistent with the Harrisburg Area Land Use Plan and the existing CZ-B-1 zoning designation and the approved conditional rezoning plan H2021-05-R. Therefore, the Planning and Zoning Department recommends approval of this preliminary plat application for Blume Corner.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Resolution Financing the 2022 Smeal 107' RM Smart Reach Ladder Fire Engine

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

If Approved:

Motion to approve the Resolution to finance the purchase of a Smeal 107' Ladder Fire Engine and to select Banc of America Public Corp as the financing institution, with terms to include a 10-year repayment period at an interest rate of 2.8675% and the related FY2023 Budget Ordinance Amendment and Project Ordinance Amendment.

Description/Background:

The Fire Department's new 107' ladder fire engine is currently being built and is expected to be delivered to the Fire Department in November 2022.

The total cost to be financed for the ladder truck, including legal and financing costs, is set at \$1,350,000, equal to the cost of the truck (\$1,295,071) plus estimated issuance costs.

The total project authorization is currently set at \$1,600,000. This total authorization less the loan proceeds results in up to \$250,000 for equipment which is added to the truck. The financing of vehicles does not require an application to and approval from the LGC as is required to finance the purchase of any other type of asset purchase or construction. The equipment added to the vehicle would require an application to the LGC, thus, staff recommends funding the equipment portion of the purchase with funds from the Capital Reserve Fund. Much of the equipment to outfit the truck has already been purchased and cash-flowed by the Town during the year it has taken to manufacture the truck, so it is also not desirable to incur financing charges on these costs over the next 10 years as they have already been absorbed.

Davenport Public Finance has assisted with the issuance of this debt, as it has for the past few debt issuances, including sending a request for proposals out to over 50 national and regional lenders. The Davenport team reviewed the ten responses received with Town staff and together recommend selecting Banc of America Public Capital Corp (BAPCC) as the lender for the 2022 Smeal 107' RM Smart Reach Ladder Fire Engine.

Some of the key financing terms are as follows:

- \$1,350,000 total loan value
- 10-year repayment schedule with annual level-principal plus interest payments
- Interest rate of 2.8675%
- Non-Bank Qualified

Recommendation:

Staff recommends approving financing of the 2022 Smeal 107' RM Smart Reach Ladder Fire Engine and selecting BAPCC as the lender and the related Project and Budget Ordinance Amendments.

Fiscal Impact:

By approving the financing method and selecting a winning lender from the proposals, staff is authorized to execute loan documents with the terms stated herein with Banc of America Public Capital Corp. Closing will be scheduled for October 25, 2022 and the Town will hold the funds in a reserved account until the truck is delivered and accepted. Over the life of the loan, total debt service payments are estimated to be \$1,553,879, consisting of \$1,350,000 in principal payments and \$203,879 in interest payments. There is no pre-payment penalty if the Town chooses to pay off the loan anytime after 8/1/2027, or year 5.

This financing was conservatively planned in the Town's 10-year financial model by assuming the maximum amount of the project budget to be financed, a rate of 4%, and a payment due within the first year (FY2023). The proposed financing does not require a payment until FY2024 and is nearly \$100,000 less annually in debt service payments than the model due to a lower principal balance and interest rate.

The attached FY2023 Budget Ordinance Amendment and Project Ordinance Amendment fund the equipment and accessories related to the truck from the Capital Reserve Fund rather than from financing proceeds. The Capital Reserve Fund began FY2023 with a balance of \$6.7M. There will be over \$210,000 of debt service payments in FY2023 and FY2024 which will flow back to Capital Reserve and refill the \$250,000 equipment purchase.

Attachments:

1. Town of Harrisburg, NC 2022 Installment Financing Agreement Summary
2. Town of Harrisburg, NC 2022 IPC Bid Summary
3. Project Amendment - CPF-PS - 2022 107' Ladder Fire Engine Project 10112022
4. Amendment - CRF-GF 2022 107' Ladder Fire Engine Transfer 10112022
5. Approving Resolution - Town of Harrisburg 2022 Installment Financing for Fire Truck w_BAPCC
6. Town of Harrisburg_NC Equipment IFA_2022 (BAPCC)

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2022 Equipment Installment Financing Agreement
Banc of America Public Capital Corp
Final Numbers

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SOURCES AND USES OF FUNDS

Town of Harrisburg, NC

2022 Equipment Installment Financing Agreement

Banc of America Public Capital Corp

Final Numbers

Dated Date10/25/2022

Delivery Date10/25/2022

Sources:	
Bond Proceeds:	
Par Amount	1,350,000.00
	1,350,000.00
Uses:	
Project Fund Deposits:	
Project Fund	1,330,000.00
Cost of Issuance:	
Other Cost of Issuance	20,000.00
	1,350,000.00

BOND SUMMARY STATISTICS

Town of Harrisburg, NC
2022 Equipment Installment Financing Agreement
Banc of America Public Capital Corp
Final Numbers

Dated Date	10/25/2022
Delivery Date	10/25/2022
Last Maturity	08/01/2032
Arbitrage Yield	2.848719%
True Interest Cost (TIC)	2.848719%
Net Interest Cost (NIC)	2.867500%
All-In TIC	3.161380%
Average Coupon	2.867500%
Average Life (years)	5.267
Duration of Issue (years)	4.858
Par Amount	1,350,000.00
Bond Proceeds	1,350,000.00
Total Interest	203,879.28
Net Interest	203,879.28
Total Debt Service	1,553,879.28
Maximum Annual Debt Service	169,840.13
Average Annual Debt Service	159,100.27
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	1,350,000.00	100.000	2.868%	5.267
	1,350,000.00			5.267

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,350,000.00	1,350,000.00	1,350,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(20,000.00)	
- Other Amounts			
Target Value	1,350,000.00	1,330,000.00	1,350,000.00
Target Date	10/25/2022	10/25/2022	10/25/2022
Yield	2.848719%	3.161380%	2.848719%

BOND PRICING

Town of Harrisburg, NC
 2022 Equipment Installment Financing Agreement
 Banc of America Public Capital Corp
 Final Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	08/01/2023	135,000	2.8675%	2.868%	100.000
	08/01/2024	135,000	2.8675%	2.868%	100.000
	08/01/2025	135,000	2.8675%	2.868%	100.000
	08/01/2026	135,000	2.8675%	2.868%	100.000
	08/01/2027	135,000	2.8675%	2.868%	100.000
	08/01/2028	135,000	2.8675%	2.868%	100.000
	08/01/2029	135,000	2.8675%	2.868%	100.000
	08/01/2030	135,000	2.8675%	2.868%	100.000
	08/01/2031	135,000	2.8675%	2.868%	100.000
	08/01/2032	135,000	2.8675%	2.868%	100.000
		1,350,000			

Dated Date 10/25/2022
 Delivery Date 10/25/2022
 First Coupon 08/01/2023

Par Amount 1,350,000.00
 Original Issue Discount

Production 1,350,000.00 100.000000%
 Underwriter's Discount

Purchase Price 1,350,000.00 100.000000%
 Accrued Interest

Net Proceeds 1,350,000.00

NET DEBT SERVICE

Town of Harrisburg, NC
 2022 Equipment Installment Financing Agreement
 Banc of America Public Capital Corp
 Final Numbers

Date	Principal	Coupon	Interest	Total Debt Service	Net Debt Service
08/01/2023	135,000	2.8675%	29,678.63	164,678.63	164,678.63
08/01/2024	135,000	2.8675%	34,840.13	169,840.13	169,840.13
08/01/2025	135,000	2.8675%	30,969.00	165,969.00	165,969.00
08/01/2026	135,000	2.8675%	27,097.88	162,097.88	162,097.88
08/01/2027	135,000	2.8675%	23,226.75	158,226.75	158,226.75
08/01/2028	135,000	2.8675%	19,355.63	154,355.63	154,355.63
08/01/2029	135,000	2.8675%	15,484.50	150,484.50	150,484.50
08/01/2030	135,000	2.8675%	11,613.38	146,613.38	146,613.38
08/01/2031	135,000	2.8675%	7,742.25	142,742.25	142,742.25
08/01/2032	135,000	2.8675%	3,871.13	138,871.13	138,871.13
	1,350,000		203,879.28	1,553,879.28	1,553,879.28

PROOF OF ARBITRAGE YIELD

Town of Harrisburg, NC
2022 Equipment Installment Financing Agreement
Banc of America Public Capital Corp
Final Numbers

Date	Debt Service	Present Value to 10/25/2022 @ 2.8487186486%
08/01/2023	164,678.63	161,145.84
08/01/2024	169,840.13	161,561.40
08/01/2025	165,969.00	153,475.74
08/01/2026	162,097.88	145,715.43
08/01/2027	158,226.75	138,268.60
08/01/2028	154,355.63	131,123.82
08/01/2029	150,484.50	124,270.01
08/01/2030	146,613.38	117,696.52
08/01/2031	142,742.25	111,393.03
08/01/2032	138,871.13	105,349.60
	1,553,879.28	1,350,000.00

Proceeds Summary

Delivery date	10/25/2022
Par Value	1,350,000.00
Target for yield calculation	1,350,000.00

FORM 8038 STATISTICS

Town of Harrisburg, NC
2022 Equipment Installment Financing Agreement
Banc of America Public Capital Corp
Final Numbers

Dated Date 10/25/2022
Delivery Date 10/25/2022

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	08/01/2023	135,000.00	2.868%	100.000	135,000.00	135,000.00
	08/01/2024	135,000.00	2.868%	100.000	135,000.00	135,000.00
	08/01/2025	135,000.00	2.868%	100.000	135,000.00	135,000.00
	08/01/2026	135,000.00	2.868%	100.000	135,000.00	135,000.00
	08/01/2027	135,000.00	2.868%	100.000	135,000.00	135,000.00
	08/01/2028	135,000.00	2.868%	100.000	135,000.00	135,000.00
	08/01/2029	135,000.00	2.868%	100.000	135,000.00	135,000.00
	08/01/2030	135,000.00	2.868%	100.000	135,000.00	135,000.00
	08/01/2031	135,000.00	2.868%	100.000	135,000.00	135,000.00
	08/01/2032	135,000.00	2.868%	100.000	135,000.00	135,000.00
		1,350,000.00			1,350,000.00	1,350,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	08/01/2032	2.868%	135,000.00	135,000.00		
Entire Issue			1,350,000.00	1,350,000.00	5.2667	2.8487%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	20,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

DISCLAIMER

Town of Harrisburg, NC
2022 Equipment Installment Financing Agreement
Banc of America Public Capital Corp
Final Numbers

The U.S. Securities and Exchange Commission (the 'SEC') has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ('Davenport') has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons,

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author's and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

This material has been prepared for information purposes only and is not a solicitation of any offer to buy or sell any security/instrument or to participate in any trading strategy. Any such offer would be made only after a prospective participant had completed its own independent investigation of the securities, instruments or transactions and received all information it required to make its own investment decision, including, where applicable, a review of any offering circular or memorandum describing such security or instrument. That information would contain material information not contained herein and to which prospective participants are referred. This material is based on public information as of the specified date, and may be stale thereafter. We have no obligation to tell you when information herein may change. We make no representation or warranty with respect to the completeness of this material. Davenport has no obligation to continue to publish information on the securities/instruments mentioned herein. Recipients are required to comply with any legal or contractual restrictions on their purchase, holding, sale, exercise of rights or performance of obligations under any securities/instruments transaction.

The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should consider this material as only a single factor in making an investment decision.

The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport

2022 IPC Bid Summary

Town of Harrisburg, North Carolina



October 10, 2022

Bank Loan RFP Overview

- An RFP for a Direct Bank Loan financing was distributed on August 2, 2022 to over 50 National, Regional and Local lending institutions to finance the purchase of a new 2022 Smeal 107' RM Smart Reach Ladder Fire Engine. After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.
- Responding institutions were asked to provide proposals for an Installment Purchase Contract with a security interest in the Fire Engine being financed in an amount of up to \$1.6 million with a 10-year term.
- The Town received ten proposals on August 24, 2022 from the following banks, with interest rates ranging from 2.8675% to 4.07%:
 - Bank of America Public Capital Corp. (“BAPCC”)
 - Capital One Public Funding, LLC (“COPF”)
 - Huntington Public Capital Corporation
 - Key Governmental Finance, Inc.
 - Municipal Leasing Consultants
 - Signature Public Funding Corp.
 - TD Equipment Financing, Inc. (“TD Bank”)
 - Truist Bank
 - U.S. Bancorp Government Leasing and Finance, Inc.
 - Zions Bank
- Based upon our review of the interest rates received, BAPCC, TD Bank, and Truist Bank’s proposals provided the lowest interest rates that were fixed through the life of the loan. The remainder of this presentation will focus on these three proposals.

Summary of Interest Rates

A		B	C	D
Lender	Prepayment Provisions		BQ	NBQ
1 Banc of America Public Capital Corp ("BAPCC") ¹	Pre-payable in whole on any date at par, after the first half term is expired.		2.8675%	2.8675%
2 Capital One Public Funding, LLC ^{2,3}	No call until 8/1/27, thereafter at par in whole or part.		4.07%	-
3 Huntington Public Capital Corporation	Optional prepayment at any time, in whole or in part, at 102% of par.		3.61%	3.61%
4 Key Governmental Finance, Inc.	Prepayable in whole, but not in part, anytime at par. Partial prepayment may be available upon request.		3.884%	3.884%
5 Municipal Leasing Consultants	Prepayable on any payment date at 102% of par.		3.525%	3.525%
6 Signature Public Funding Corp. ³	Prepayable on any payment date at 101% of par.		3.727%	-
7 TD Equipment Finance, Inc. (TD Bank)	Option A: Prepaid at any time in whole, but not in part, subject to a prepayment premium based on the greater of Yield Maintenance or 1% of the then-outstanding principal balance of the Lease. Option B: Prepayable at any time in whole, but not in part, subject to a 1.0% prepayment premium.		A: 3.025% B: 3.100%	A: 3.025% B: 3.100%
8 Truist Bank	Prepayable in whole at any time without penalty.		3.15%	3.20%
9 U.S. Bancorp Government Leasing and Finance, Inc. ³	Prepayment permitted after 13 months on any payment date in full at the break-funding cost or 103% of par.		4.049%	-
10 Zions Bank	Callable at any time in whole or in part at par.		3.77%	3.77%

¹ Bank of America specified in their proposal they are unable to close before October 5th.

² Capital One Interest rate is not locked and is subject to a 5bps interest rate collar using the 5 year Treasury Yield.

³ Did not specify between BQ and NBQ in Proposal.

Debt Service Comparison

BAPCC, TD Bank, Truist Bank

	A	B	C	D	E
	Lender	BAPCC	TD Bank (Option B)	Truist Bank	
	Bank Qualification	NBQ	NBQ	BQ	NBQ
1	Sources				
2	Par Amount*	\$ 1,350,000	\$ 1,350,000	\$ 1,350,000	\$ 1,350,000
3	Total	\$ 1,350,000	\$ 1,350,000	\$ 1,350,000	\$ 1,350,000
4					
5	Uses				
6	Project Fund Deposits*	\$ 1,330,000	\$ 1,330,000	\$ 1,330,000	\$ 1,330,000
7	Cost of Issuance*	20,000	20,000	20,000	20,000
8	Total	\$ 1,350,000	\$ 1,350,000	\$ 1,350,000	\$ 1,350,000
9					
10	Interest Rate	2.8675%	3.1000%	3.1500%	3.2000%
11	All-In TIC*	3.1614%	3.3931%	3.4429%	3.4927%
12					
13	Closing Date* ¹	10/25/2022	10/25/2022	10/25/2022	10/25/2022
14	First Interest Payment	8/1/2023	8/1/2023	8/1/2023	8/1/2023
15	First Principal Payment	8/1/2023	8/1/2023	8/1/2023	8/1/2023
16	Final Maturity	8/1/2032	8/1/2032	8/1/2032	8/1/2032
17					
18	Debt Service*				
19	Fiscal Year	Debt Service	Debt Service	Debt Service	Debt Service
20	2024	\$ 164,679	\$ 167,085	\$ 167,603	\$ 168,120
21	2025	169,840	172,665	173,273	173,880
22	2026	165,969	168,480	169,020	169,560
23	2027	162,098	164,295	164,768	165,240
24	2028	158,227	160,110	160,515	160,920
25	2029	154,356	155,925	156,263	156,600
26	2030	150,485	151,740	152,010	152,280
27	2031	146,613	147,555	147,758	147,960
28	2032	142,742	143,370	143,505	143,640
29	2033	138,871	139,185	139,253	139,320
30	Total	\$ 1,553,879	\$ 1,570,410	\$ 1,573,965	\$ 1,577,520
31					
32	Difference to BAPCC Proposal	\$ -	\$ 16,531	\$ 20,086	\$ 23,641

* Preliminary and subject to change.

¹ BAPCC specified in their proposal they are unable to close before October 5th. In subsequent conversations, BAPCC indicated they would hold their rate through October 26th to accommodate approval at the October 10th Town Council Meeting. For purposes of comparison, the TD Bank and Truist Bank proposals are shown to close on the same date as the BAPCC proposal (October 25th). Confirmation from TD Bank and Truist Bank would be required in order to close on this date.

Recommendation and Next Steps

Recommendation

- Based upon our review of the proposals, related analyses, and discussions with Town Staff and Bond Counsel, Davenport recommends that the Town select the BAPCC Non-bank qualified proposal. The BAPCC Proposal provided the lowest overall interest rate and total debt service over the life of the loan, while retaining the ability to prepay the loan at par for the second half of the term.

Next Steps

Date	Task
October 10 th	Town Council Meeting (6:00pm) ■ Town Council considers approval of winning bidder ■ Town Council considers adopting an Issuance Resolution
October 25 th	Close on Financing
October 26 th	BAPCC Closing Deadline

Appendix

Detailed Term Sheet Summary

Summary of Bids

BAPCC, TD Bank, Truist Bank

A	B	C	D	
Lender	Bank of America Public Capital Corp (BAPCC)	TD Bank	Truist Bank	
				
Bank Qualification	Non-Bank Qualified	Non-Bank Qualified	Bank Qualified	Non-Bank Qualified
1 Interest Rate	2.8675%	Option A: 3.025% Option B: 3.100%	3.150%	3.200%
2 Prepayment Language	-Prepayable in whole on any date at par, after the first half term is expired. -Will allow extraordinary prepayments to be made in whole from insurance proceeds in the event of a loss.	-Option A: Prepaid at any time in whole, but not in part, subject to a prepayment premium based on the greater of Yield Maintenance or 1% of the then-outstanding principal balance of the Lease. -Option B: Prepayable at any time in whole, but not in part, subject to a 1.0% prepayment premium. - Lender will not allow prepayment in part, unless extraordinary partial prepayments are made from insurance proceeds / remaining bond proceeds.	- Prepayable in whole at any time without penalty. - Lender will not allow prepayment in part, unless extraordinary partial prepayments are made from insurance proceeds.	
3 Acceptance / Rate Expiration ¹	August 31 / October 26th	August 26 / September 23	No Acceptance Date / October 7th	
4 Bank Fees	\$0	\$0	\$0	
5 Escrow Requirements	Proceeds will be deposited in an NCCMT Account via a Restrictive Agreement, and disbursements made therefrom to pay for the Project upon the execution and delivery of an acceptance certificate (and related documents) by Lessee and approved by Lessor.	Will allow the Town to deposit the funds in an NCCMT account and submit requisitions for the withdrawal of funds from the account.	Proceeds will be deposited into an account held at Lender pending disbursement unless equipment is delivered prior to closing.	
6 Credit Approval	Pre-screened, subject to final approval	Pre-screened, subject to final approval	Fully Approved	
7 Lender's Counsel	McGuireWoods LLP (Mary Nash Rusher) - TO BE CONFIRMED Note: BAPCC to pay any fees related to Lender's Counsel	Womble Bond Dickinson (US) LLP (Mike Dow) Note: TD Bank to pay any fees related to Lender's Counsel	No Counsel	
8 Other Considerations	-Will require the Town's Insurance Certificate and W-9 prior to funding. Will not require a Tax Opinion. -If the Town is not self-insured, will require outside general insurance. Will require a payment and performance bond from the vendor <u>only if</u> proceeds are used to pay in advance of receiving the fire truck. -Lender will draft documents and will require Board resolutions, incumbency certificates and other standard documentation.	-Will require an Enforceability Opinion and insurance in an amount of at least \$1,000,000. Will not require a Tax Opinion if the Bank's standard documentation is used. -Will require to be named a lienholder on any title and will require a UCC to be filed by TD Bank. -Will need to verify Equipment specifications including model number, number of units, installation costs, year of manufacturing and maintenance contracts	-Will require a Validity Opinion regarding the legality, validity, and enforceability of the Lease Agreement. -Lender will draft documents and will require all serial numbers, VIN numbers etc. as equipment is delivered. Lender will not require the filing of UCCs and will not need to be listed on any titles.	

¹ BAPCC specified in their proposal they are unable to close before October 5th. In subsequent conversations, BAPCC indicated they would hold their rate through October 26th to accommodate approval at the October 10th Town Council Meeting.

Municipal Advisor Disclosure

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AN ORDINANCE AMENDING THE 2022-2023 CAPITAL PROJECT ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the Capital Projects Fund – Public Safety project ordinance for the fiscal years beginning July 1, 2021 and ending June 30, 2023:

Section 1. Amend Capital Projects Fund – Public Safety to account for non-financed equipment purchases for the 2022 Smeal 107' RM Smart Reach Ladder Fire Engine.

Section 2. To amend the Capital Projects Fund – Public Safety, the revenues are to be changed as follows:

Increase line item 318-49555 Transfers In	\$ 250,000
--	------------

Decrease line item 318-49597 Proceeds from Installment Financing	\$ 250,000
---	------------

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

Section 4. That this ordinance shall be effective upon its passage. Adopted this 11th day of October, 2022.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section 1. Amend Capital Reserve Fund – General Fund to account for the non-financed portion of the 2022 Smeal Ladder Fire Engine capital project.

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

Increase line item 200-8500-59199	\$ 250,000
Transfers Out – CPF – Public Safety	

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

Decrease line item 200-48599	\$ 250,000
Appropriated Fund Balance	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 11th day of October 2022.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the Town of Harrisburg, North Carolina (the “Town”) is a municipal corporation validly existing as such under and by virtue of the constitution, statutes and laws of the State of North Carolina (the “State”);

WHEREAS, the Town has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the Town Council has determined that it is in the best interest of the Town to enter into an installment financing contract (the “Contract”) with Banc of America Public Capital Corp (the “Lender”) in order to obtain funds to pay the costs of the acquisition of a fire engine, specifically a 2022 Smeal 107’RM Smart Reach Ladder (the “Fire Engine”), and to grant a security interest in the Fire Engine in favor of the Lender in order to provide security for the Town’s obligations under the Contract;

WHEREAS, the Town will enter into the Contract in an aggregate principal amount of not to exceed \$1,350,000;

WHEREAS, the obligation of the Town to make installment payments under the Contract is a limited obligation of the Town payable solely from currently budgeted appropriations of the Town and does not constitute a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation;

WHEREAS, there has been made available to the Town Council the form of the Contract which the Town proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing; and

WHEREAS, it appears that the Contract is in appropriate form and is an appropriate instrument for the purposes intended;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Ratification of Prior Actions.*** All actions of the Town staff in effectuating the proposed financing are approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Contract.

Section 2. ***Approval, Authorization and Execution of Contract.*** The Town Council approves the acquisition and financing of the Fire Engine in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the Town in accordance with its terms. The Town Council approves the amount advanced by the Lender to the Town pursuant to the Contract in an aggregate principal amount not to exceed \$1,350,000 at an interest rate of 2.8675% per annum, such amount to be repaid by the Town to the Lender as provided in the Contract. The form, terms and content of the Contract are in all respects authorized, approved and confirmed. The Mayor, the Town Manager, the Finance Director and the Town Clerk or their respective designees (the “Authorized Officers”) (the “Authorized Officers”), are authorized, empowered and directed to execute and deliver the Contract for

and on behalf of the Town, including necessary counterparts, in substantially the form made available to the Town Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the approval of the Town Council of any and all such changes, modifications, additions or deletions. From and after the execution and delivery of the Contract, each Authorized Officer is authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 3. ***Further Actions.*** Each Authorized Officer is designated as the Town's representative to act on behalf of the Town in connection with the transactions contemplated by the Contract. The Authorized Officers are authorized and directed to proceed with the acquisition and financing of the Fire Engine in accordance with the terms of the Contract, and to seek opinions on matters of law from the Town Attorney, which the Town Attorney is authorized to furnish on behalf of the Town, and opinions of law from such other attorneys for all documents contemplated under this Resolution as required by law. The Authorized Officers are authorized to designate one or more employees of the Town to take all actions which they are authorized to perform under this Resolution, and each is in all respects authorized on behalf of the Town to supply all information pertaining to the transactions contemplated by the Contract. The Authorized Officers are authorized to execute and deliver for and on behalf of the Town any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the Contract or as they may deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution. Any and all acts of the Authorized Officers may be done individually or collectively.

Section 4. ***Severability.*** If any section, phrase or provision of this Resolution is for any reason declared invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 5. ***Repealer.*** All motions, orders, resolutions, ordinances and parts thereof in conflict herewith are repealed.

Section 6. ***Effective Date.*** This Resolution is effective on the date of its adoption.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

STATE OF NORTH CAROLINA)
)
TOWN OF HARRISBURG) SS:

I, Janet Rackley, Town Clerk of the Town of Harrisburg, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” adopted by the Town Council of the Town of Harrisburg, North Carolina, at a meeting held on the 11th day of October, 2022.

WITNESS my hand and the corporate seal of the Town of Harrisburg, North Carolina, this the _____ day of _____, 2022.

[Seal]

Town Clerk
Town of Harrisburg, North Carolina

EQUIPMENT INSTALLMENT FINANCING AGREEMENT

This Equipment Installment Financing Agreement (the “Agreement”) dated as of October 25, 2022, and entered into between Banc of America Public Capital Corp, a Kansas corporation (“Lender”), and Town of Harrisburg, North Carolina, a municipal corporation created under the laws of the State of North Carolina (“Purchaser”).

WITNESSETH:

WHEREAS, Purchaser is a duly and validly created, organized and existing governmental entity under and by virtue of the Constitution and laws of the State of North Carolina; and

WHEREAS, Purchaser has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, to enter into installment contracts to finance the purchase of personal property; and

WHEREAS, Purchaser has requested Lender to advance certain funds to enable Purchaser to finance the purchase and installation of certain Equipment (as hereinafter defined) described herein (or to reimburse Purchaser for the costs of such purchase) and Purchaser desires to obtain such advance from Lender; and

WHEREAS, Purchaser is authorized under the Constitution and laws of the State to enter into this Agreement hereto for the purposes set forth herein; and

WHEREAS, the governing body of Purchaser has authorized the execution and delivery of this Agreement pursuant to a resolution adopted by the governing board of the Purchaser on October 11, 2022; and

WHEREAS, the obligation of Purchaser to make Installment Payments (as hereinafter defined) and other payments required under this Agreement shall constitute a limited obligation payable solely from currently budgeted appropriations of Purchaser and shall not constitute a pledge of the faith and credit of Purchaser within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, in order to further secure the obligations of Purchaser hereunder, Purchaser desires to grant a security interest in the Equipment for the benefit of the Lender; and

WHEREAS, no deficiency judgment may be rendered against Purchaser in any action for breach of a contractual obligation under this Agreement, and the taxing power of Purchaser is not and may not be pledged in any way, directly or indirectly or contingently to secure any moneys due under this Agreement; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Acquisition Amount” means \$1,350,000.

“Acquisition Period” means eighteen (18) months after the Commencement Date, as such period may be extended with the consent of the Lender.

“Agreement” means this Equipment Installment Financing Agreement, including the Schedule and the other exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 12.04.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” means October 25, 2022, the date on which the Acquisition Amount is deposited into the Project Account as designated by the Purchaser at the North Carolina Capital Management Trust as set forth in Section 3.01.

“Contract Rate” means the rate identified as such in the Schedule.

“Equipment” means the property listed in the Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“Equipment Costs” means the total cost of the Equipment listed in the Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Purchaser, subject to the security interest granted to Lender in this Agreement, and otherwise incurred in connection with the financing of the Equipment as provided herein; provided that any such soft costs on a cumulative basis shall not exceed twenty percent (20%) of the total cost of the Equipment.

“Event of Default” means an Event of Default described in Section 11.01.

“Event of Non-appropriation” means the failure of Purchaser’s governing body to appropriate or otherwise make available funds to pay Installment Payments under this Agreement, or the amendment of a previously adopted budget to delete the funds to make such payments.

“Installment Payments” means the basic installment payments payable by Purchaser under this Agreement pursuant to Section 4.01, consisting of a principal component and an interest component.

“Installment Payment Date” means each date on which the Purchaser is required to make an Installment Payment under this Agreement, as specified in the Installment Payment Schedule.

“Installment Payment Schedule” means the Installment Payment Schedule attached hereto substantially in the form of Exhibit A-1 attached to this Agreement.

“Lender” means (a) the entity referred to as Lender in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lender in and to this Agreement (including Installment Payments thereunder) pursuant to Section 10.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lender to perform under this Agreement.

“Material Adverse Change” means (a) any change in Purchaser’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Purchaser, or (ii) Purchaser’s ability to perform its obligations under this Agreement or (b) if applicable, a downgrade in Purchaser’s external debt rating from the rating in effect as of the date of this Agreement of two or more subgrades by either Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Service or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Purchaser’s credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Purchaser for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

“Optional Prepayment Date” means the date described in Section 4.01(b).

“Prepayment Price” means, with respect to the Equipment listed on the Schedule, the amount that Purchaser may pay to Lender to prepay the outstanding Acquisition Amount as contemplated in Section 4.01 and as shown the Schedule.

“Purchaser” means the entity referred to as Purchaser in the first paragraph of this Agreement.

“Schedule” means the Schedule of Property substantially in the form of Exhibit A hereto together with the Installment Payment Schedule attached thereto.

“State” means the State of North Carolina.

“Taxable Rate” means the rate identified as such in the Installment Payment Schedule.

“Term” means the period from the Commencement Date for this Agreement until the final Installment Payment is paid hereunder, as set forth in the Installment Payment Schedule, or until this Agreement is otherwise terminated.

“Vendor” means any manufacturer or supplier of the Equipment or any other person, as well as the agents or dealers of any manufacturer or supplier with whom Purchaser has arranged the acquisition and installation of the Equipment to be financed by Lender pursuant to this Agreement, including all software, hardware and ancillary attachments necessary to operate such Equipment.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF PURCHASER

Section 2.01. Representations and Covenants of Purchaser. Purchaser represents, covenants and warrants for the benefit of Lender on the date hereof as follows:

(a) Purchaser is a municipal corporation duly created and existing under the laws of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Purchaser has duly authorized the execution and delivery of this Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation.

(e) Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Purchaser of the Equipment as provided herein.

(f) During the Term, the Equipment will be used by Purchaser only for the purpose of performing essential governmental or proprietary functions of Purchaser consistent with the permissible scope of Purchaser's authority. Purchaser does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Installment Payment scheduled to be paid under this Agreement.

(g) Purchaser has kept, and throughout the Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lender (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within two hundred ten (210) days of its fiscal year end, (ii) such other financial statements and information as Lender may reasonably request, and (iii) at Lender's request, Purchaser's annual budget for the following fiscal year when approved but not later than thirty (30) days after its current fiscal year end. The financial statements described in subsection (i) shall be accompanied by an unqualified opinion of Purchaser's auditor. Credit information relating to Purchaser may be disseminated among Lender and any of its affiliates and any of their respective successors and assigns.

(h) The Equipment described above is essential to the functions of Purchaser or to the services Purchaser provides its citizens; Purchaser has an immediate need for the Equipment listed on the Schedule and expects to make immediate use of the Equipment listed on the Schedule, which will be used by Purchaser only for the purpose of performing one or more of Purchaser's governmental or proprietary functions consistent with the permissible scope of its authority. Purchaser's need for the Equipment is not temporary and Purchaser does not expect the need for any item of the Equipment to diminish during the Term. Purchaser expects and anticipates adequate funds to be available for all future payments due hereunder after the current budgetary period.

(i) The payment of the Installment Payments or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Purchaser) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Purchaser. Purchaser has not entered into any management or other service contract with respect to the use and operation of the Equipment; provided that, Purchaser may enter into a management or other service contract with respect to the use and operation of the

Equipment so long as prior to entering such contract, the Purchaser provides evidence satisfactory to the Lender (which may include an opinion of nationally recognized bond counsel) that entering into such contract will not have an adverse effect on the tax-exempt status of the interest component of Installment Payments.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Purchaser's financial condition or impairs its ability to perform its obligations hereunder. Purchaser will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lender may reasonably request in order to protect Lender's security interest in the Equipment and Lender's rights and benefits under this Agreement.

(k) The Purchaser has not failed to appropriate funds to make payments under any lease, installment financing agreement, lease purchase agreement, payment agreement or contract for purchase to which Purchaser has been a party. No event has occurred which would constitute an event of default resulting in a failure to make payment when due on any debt (including general obligation indebtedness or installment financing), revenue bond or other obligation issued by Purchaser or with respect to which Purchaser was obligated to make payments during the past ten (10) years.

ARTICLE III PURCHASE OF EQUIPMENT

Section 3.01. Purchase of Equipment. Subject to the terms of this Agreement and the Schedule, Lender agrees to advance the Acquisition Amount to the Purchaser to be used to acquire the Equipment. Lender will advance the Acquisition Amount to the Purchaser by depositing such funds into a segregated account (the "Project Account") of the Purchaser held at the North Carolina Capital Management Trust. The Purchaser agrees to withdraw amounts from the Project Account only for application from time to time to the payment of Equipment Costs in accordance with the procedures set forth in Section 3.02.

Pending application of funds in the Project Account to pay Equipment Costs, the amounts in the Project Account are subject to a lien and charge in favor of the Lender to secure the Purchaser's obligations to the Lender. The Purchaser grants to the Lender a security interest in the funds and investments on deposit to the credit of the Project Account from time to time. This Agreement is intended as a security agreement between the Purchaser and the Lender with respect to this security interest.

Section 3.02. Disbursement Process. Unless the Project Account is earlier terminated in accordance with the provisions hereof, the moneys held in the Project Account shall be used to pay Equipment Costs upon the prior written consent of the Lender to a written disbursement request prepared by an authorized representative of the Purchaser substantially in the form set forth in Exhibit E attached hereto, together with copies of invoices, title documentation, and such other documentation as the Lender may require. Once all of the Equipment to be purchased with the Acquisition Amount has been delivered to the Purchaser, the Purchaser shall deliver to the Lender an Acceptance Certificate substantially in the form of Exhibit D. All funds in the Project Account shall be expended by the end of the Acquisition Period. Any moneys remaining in the Project Account after the end of the Acquisition Period or following delivery of an Acceptance Certificate with respect to the Equipment, if sooner, may be applied to the next maturing principal component of the Installment Payments until such time as such moneys are expended. Upon the occurrence and continuance of an Event of Default under Section 11.01, the Lender may require any moneys then held in the Project Account to be applied to prepay the principal component of the Installment Payments.

Section 3.03. Conditions to Lender's Performance.

(a) As a prerequisite to the performance by Lender of any of its obligations pursuant to this Agreement, Purchaser shall deliver to Lender the following:

(i) A fully executed Agreement, together with a completed Schedule, executed by Purchaser;

(ii) A Certificate executed by the Clerk or Secretary or other comparable officer of Purchaser, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lender;

(iii) A certified copy of a resolution of Purchaser's governing body authorizing the execution and delivery of this Agreement and performance by Purchaser of its obligations hereunder;

(iv) In the event that Purchaser is to be reimbursed for expenditures that it has paid more than sixty days prior to the Commencement Date for the Agreement then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than 60 days prior to the date of such resolution;

(v) An opinion of counsel to Purchaser in substantially the form attached hereto as Exhibit C respecting this Agreement and otherwise satisfactory to Lender;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lender, which Lender deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) A copy of a fully completed and executed Form 8038-G pursuant to Section 4.05(e);

(ix) Evidence of the filing of a UCC-1 Financing Statement with respect to the Equipment under the Uniform Commercial Code as in effect in the State;

(x) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles and noting Lender's interest thereon (provided that, with respect to any Equipment to be delivered after the Acquisition Amount has been delivered to Purchaser, Purchaser shall provide such certificates of title or application therefor as soon as practicable after delivery of such Equipment to Purchaser);

(xi) Copies of original invoices (and proofs of payment of such invoices, if Purchaser seeks reimbursement) and bills of sale, if available (if title to Equipment has passed to Purchaser), to the extent required by Section 5.01(b);

(xii) If applicable, wire instructions for payments to be made to Vendors and Form W 9 from each such Vendor; and

(xiii) Such other items, if any, as are reasonably required by Lender.

(b) In addition, the performance by Lender of any of its obligations hereunder, including its approval of any disbursement request from the Project Account, shall be subject to: (i) no Material Adverse Change shall have occurred since the date of this Agreement, (ii) no Event of Default shall have occurred and then be continuing under this Agreement, (iii) no Event of Non-appropriation under this Agreement shall be threatened and (iv) no other installment financing agreement of the Purchaser shall have been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, Lender will pay the Acquisition Amount for Equipment described in the Schedule to the Purchaser for deposit in the Project Account, to be disbursed in accordance with Section 3.02.

ARTICLE IV INSTALLMENT PAYMENTS

Section 4.01. Installment Payments; Prepayments.

(a) Subject to Section 4.04, Purchaser shall promptly pay Installment Payments, in lawful money of the United States of America, to Lender on the Installment Payment Dates in such amounts as provided in the Installment Payment Schedule. Purchaser shall pay Lender a charge on any Installment Payment not paid within five (5) days of the date such payment is due at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date. Installment Payments consist of principal and interest components as more fully detailed on the Installment Payment Schedule.

(b) Purchaser shall have the option to prepay its obligations in whole under this Agreement on and after the date specified as the Optional Prepayment Date in the Schedule (the "Optional Prepayment Date"), on the Installment Payment Dates specified in such Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Installment Payments then due under such Schedule. Such notice may be conditioned on the availability of moneys sufficient for such prepayment on the Optional Prepayment Date, and such notice shall be of no effect unless such moneys are available. After payment of all amounts owed with respect to this Agreement, the Purchaser will own the Equipment free and clear of any interest of Lender therein, and Lender's security interests in and to such Equipment will be terminated.

Section 4.02. Interest and Principal Components. A portion of each Installment Payment is paid as, and represents payment of, interest at the rate set forth in the Schedule, and the balance of each Installment Payment is paid as, and represents payment of, principal. The Installment Payment Schedule sets forth the principal and interest components of each Installment Payment payable under this Agreement during the Term.

Section 4.03. Appropriation. Purchaser intends, subject to Section 4.04, to pay the Installment Payments due hereunder throughout the Term. The Purchaser affirms that sufficient funds are available for the current fiscal year, and the Purchaser reasonably believes that an amount sufficient to make all Installment Payments during the entire Term can be obtained from legally available funds of Purchaser. The finance director, manager or other appropriate official of the Purchaser (hereinafter the "Manager") shall include in the initial proposal for each of Purchaser's annual budgets the amount of all Installment Payments due under this Agreement and other payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the Manager includes an appropriation for Installment Payments and other payments in a proposed budget, Purchaser may terminate all its obligations hereunder and under this Agreement by not appropriating sufficient funds to make the scheduled Installment Payments and other payments. In the event the governing body of Purchaser determines not to appropriate in its budget an amount sufficient to pay all Installment Payments and reasonably estimated other payments coming due in

the applicable fiscal year, or amend its budget to delete such amount during a fiscal year, the governing body of Purchaser shall adopt a resolution specifically deleting such appropriation from the budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the governing body. A copy of such resolution shall be promptly sent to Lender. Such failure to appropriate shall constitute an Event of Default.

Section 4.04. Non-appropriation. (a) The Purchaser is obligated only to pay such Installment Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Purchaser's then current fiscal year. If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by Purchaser in its budget, the Manager shall deliver to the Lender, within ten (10) days after the adoption of Purchaser's budget for such fiscal year, but not later than fifteen (15) days after the start of such fiscal year, a certificate from the Manager of Purchaser stating that Purchaser did not make such appropriation, together with the resolution required under Section 4.03.

(b) No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of Purchaser within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Purchaser within the meaning of the Constitution of the State. This Agreement shall not directly or indirectly or contingently obligate Purchaser to make any payments beyond the amount appropriated, if any, in the sole discretion of Purchaser for any fiscal year in which this Agreement shall be in effect; provided, however, that any failure or refusal by the Purchaser to appropriate funds which results in the failure by the Purchaser to make any payment coming due hereunder will in no way obviate the occurrence of the Event of Default resulting from such nonpayment. No deficiency judgment may be rendered against the Purchaser in any action for breach of a contractual obligation under this Agreement and the taxing power of the Purchaser is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement.

Purchaser may at the end of any fiscal year terminate its future Installment Payment obligations under this Agreement if Purchaser has not appropriated sufficient funds to make the next fiscal year's scheduled Installment Payments; however, during each fiscal year, Purchaser shall exercise its best efforts to appropriate funds for Installment Payments due in the next fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of Purchaser's moneys other than amounts in the Project Account or the Equipment. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

(c) This Agreement constitutes an installment contract pursuant to Section 160A-20 and a security agreement under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina.

Section 4.05. Tax Covenants.

(a) Purchaser agrees that it will not take any action that would cause the interest component of Installment Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Installment Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) If required by Section 148(f) of the Code to pay rebate, Purchaser will rebate to the United States, not less frequently than once every five (5) years after the applicable Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Installment Payments or the Prepayment Price as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Purchaser shall determine the Rebate Amount, if any, at least every year and upon payment of all Installment Payments or the Prepayment Price and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Installment Payments or the Prepayment Price.

(c) The Purchaser represents that the Equipment will not be used in such a manner so as to cause this Agreement to constitute “private activity bonds” as defined in Section 141(a) of the Code and Sections 1.141-0 through 1.141-16 of the Regulations.

(d) This Agreement will not be federally guaranteed within the meaning of Section 149(b) of the Code, and Purchaser shall not permit the federal government to guarantee any Installment Payments.

(e) The Purchaser shall file a properly completed Form 8038-G with the Internal Revenue Service on or before the 15th day of the second month after the calendar quarter in which this Agreement is executed. As soon as it is available, the Purchaser shall provide to the Lender evidence that it has filed the Form 8038-G for this Agreement with the Internal Revenue Service by delivering to Lender proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement, it shall not be an Event of Default hereunder if Purchaser does not provide to Lender evidence that it filed the Form 8038-G for this Agreement with the Internal Revenue Service.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Purchaser will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in this Agreement.

For purposes of this Section, “Event of Taxability” means the circumstance of the interest component of any Installment Payment paid or payable pursuant to the Agreement becoming includible for federal income tax purposes in an owner’s gross income as a consequence of any act or failure to act on the part of the Purchaser. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lender or Purchaser of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Installment Payment under such Agreement is includable in the gross income of the owner thereof due to Purchaser’s action or failure to take any action; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Installment Payment under such Agreement is includable in the gross income of the owner thereof due to Purchaser’s action or failure to take any action; or (c) receipt by Lender or Purchaser of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, selected by Lender and acceptable to Purchaser, to the effect that the interest component of any Installment Payment under a Agreement has become includable in the gross income of the owner thereof for federal income tax purposes due to Purchaser’s action or failure to take any action. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Installment Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

ARTICLE V ACCEPTANCE OF EQUIPMENT

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Purchaser shall order the Equipment, cause the Equipment to be delivered, and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in the Schedule has been delivered and installed, Purchaser shall promptly accept such Equipment, and once all of the Equipment has been accepted, evidence such acceptance by executing and delivering to Lender an Acceptance Certificate in the form attached hereto as Exhibit D.

(b) Purchaser shall deliver to Lender copies of original invoices and bills of sale, if available (if title to such Equipment has passed to Purchaser) relating to each item of Equipment accepted by Purchaser.

Section 5.02. Quiet Enjoyment of Equipment. So long as Purchaser is not in default under this Agreement, neither Lender nor any entity claiming by, through or under Lender, shall interfere with Purchaser's quiet use and enjoyment of the Equipment during the Term.

Section 5.03. Inspection. Upon reasonable notice to Purchaser, Lender shall have the right at all reasonable times during regular business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Purchaser will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Purchaser shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment and provide copies thereof to Lender at Lender's request. In addition, Purchaser agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; provided that Purchaser may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lender, adversely affect the interest (including the security interest) of Lender in and to the Equipment or its interest or rights under this Agreement.

Purchaser agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lender shall have no responsibility to maintain, repair, or make improvements or additions to the Equipment. In all cases, Purchaser agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of or foreclosure upon the Equipment to Lender as provided for herein.

Purchaser shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lender.

ARTICLE VI SECURITY INTEREST IN EQUIPMENT

Section 6.01. Title to the Equipment. During the Term, and so long as Purchaser is not in default under Article XI hereof, all right, title and interest in and to each item of the Equipment shall be vested in Purchaser immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of this Agreement. Purchaser shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes other than the security interest granted under this Agreement. Upon final payment of any Installment Payments or prepayment thereof pursuant to Section 4.01(b), Lender's security interest or other interest in the related Equipment shall terminate, and Lender shall execute and deliver to Purchaser such documents as Purchaser may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.02. Security Interest. To secure the payment of all of Purchaser's obligations under this Agreement, Purchaser grants to Lender a security interest constituting a first lien on (a) the Equipment and in any and all additions, accessions, repairs, replacements, substitutions, and modifications to such Equipment, (b) moneys and investments held from time to time in the Project Account and (c) any and all proceeds of any of the foregoing, including any insurance proceeds paid because of loss or damage to the Equipment to the extent necessary to secure Purchaser's payment obligations to Lender under this Agreement. Lender may file, at Purchaser's expense, financing statements and other related documents that are necessary under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina to perfect Lender's first lien security interest by filing and to maintain that first lien security interest in perfected form. Lender is authorized to (i) file financing statements as specified by the Uniform Commercial Code to perfect or maintain Lender's security interest granted hereby and (ii) add, modify or delete any items shown on the financing statement to reflect the actual Equipment purchased by the Purchaser. If the Equipment is or includes one or more motor vehicles, the ownership or lienholder status of which is or are evidenced by a certificate of title(s), Purchaser shall cause Lender's lien to be properly shown on such title(s) as a first lien security interest. Purchaser agrees to execute and authorizes Lender to file such other notices of assignment, chattel mortgages, financing statements and other documents in form satisfactory to Lender, which Lender deems necessary or appropriate to establish and maintain Lender's security interest in the Equipment and the proceeds thereof. Upon termination of this Agreement and payment and performance in full of all of Purchaser's obligations to Lender thereunder, Lender's security interest or other interest in the Equipment purchased pursuant to this Agreement shall terminate, and Lender shall execute and deliver to Purchaser such documents as Purchaser may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lender, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any real estate or building on or in which the Equipment is or will be located.

ARTICLE VII COVENANTS OF PURCHASER

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Purchaser shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Purchaser and that the Equipment will therefore be exempt from all property taxes.

If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Purchaser shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during each Term.

Section 7.02. Insurance. The Purchaser shall, during the Term, maintain or cause to be maintained (a) casualty insurance naming Lender and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lender, in an amount at least equal to the greater of (i) the then applicable Prepayment Price or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lender and its assigns as additional insured that protects Lender from liability with limits of at least \$10,000,000 for bodily injury and property damage coverage (such liability coverage may be in a combination of primary general liability and/or excess liability umbrella coverage), or such other minimum coverage amount as may be agreed upon between Lender and Purchaser, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lender and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Purchaser may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lender's prior written consent (which Lender may grant, withhold or deny in its sole discretion) and provided that Purchaser has delivered to Lender such information as Lender may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lender. In the event Purchaser is permitted, at Lender's sole discretion, to self-insure as provided in this Section, Purchaser shall provide to Lender a self-insurance letter in substantially the form attached hereto as Exhibit G. Purchaser shall furnish to Lender evidence of such insurance or self-insurance coverage throughout the Term. Purchaser shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lender without first giving written notice thereof to Lender at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Purchaser hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Purchaser of the obligation to make the Installment Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Purchaser hereby agrees to reimburse Lender (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lender, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, and/or (d) the breach of any covenant of Purchaser in connection with this Agreement or any material misrepresentation provided by Purchaser in connection with this Agreement. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

Section 7.04. Advances. In the event Purchaser shall fail to keep the Equipment in good repair and working order, or shall fail to maintain any insurance required by Section 7.02 hereof, Lender may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. Purchaser covenants and agrees to pay such amounts so advanced by Lender with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.01. Damage, Destruction and Condemnation. If, prior to the end of the Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Purchaser and Lender will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. Notwithstanding the foregoing, in the event of such damage or destruction, Purchaser shall have the option to prepay its obligations under this Agreement in whole and purchase the Equipment by prepaying the principal component of all remaining Installment Payments plus interest to the date of prepayment (the "Purchase Option"). Such prepayment shall occur on the day specified in Purchaser's notice to Lender of its exercise of the prepayment option (which shall be a business day not later than 60 days after the event resulting in such damage, destruction or condemnation, or, if it occurs prior to such 60th day, on the next Installment Payment Date).

If Purchaser elects to replace any item of the Equipment (the "Replaced Equipment") pursuant to this Section, the replacement equipment (the "Replacement Equipment") shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Purchaser hereby grants Lender a first priority security interest in any such Replacement Equipment. Purchaser shall represent, warrant and covenant to Lender that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lender, and shall provide to Lender any and all documents as Lender may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lender evidencing Lender's security interest in the Replacement Equipment. Lender and Purchaser hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Purchaser shall complete the documentation of Replacement Equipment on or before the next Installment Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Purchaser shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lender the amount of the then applicable Prepayment Price for the Equipment, and, upon such payment, the applicable Term shall terminate and Lender's security interest in the Equipment shall terminate as provided in Section 6.01 hereof.

The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Purchaser. If Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Lender nor shall Purchaser be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX WARRANTIES

Section 9.01. Disclaimer of Warranties. LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF TO THE PURCHASER OR IN REGARD TO ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO: THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE VALUE, DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP OR QUALITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE LENDER THEREIN; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS OF THIS AGREEMENT WILL BE SUFFICIENT (TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE PURCHASER) TO PAY THE COST OF ACQUIRING OR INSTALLING THE EQUIPMENT; OR ANY OTHER CHARACTERISTICS OF THE EQUIPMENT, IT BEING AGREED THAT ALL RISKS RELATING TO THE EQUIPMENT, THE INSTALLATION AND OPERATION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE PURCHASER, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF LENDER ARE HEREBY WAIVED BY THE PURCHASER. In no event shall Lender be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Purchaser's use of any item, product or service provided for in this Agreement.

Section 9.02. Vendor's Warranties. Lender hereby irrevocably appoints Purchaser its agent and attorney-in-fact during the Term, so long as Purchaser shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties, if any) relating to the Equipment that Lender may have against Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights and obligations of Lender with respect to this Agreement, including the right to receive full and timely payments under this Agreement. Purchaser expressly acknowledges that Lender makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X ASSIGNMENTS

Section 10.01. Assignment by Lender.

(a) Lender may, at any time and from time to time, assign all or any part of its interest in the Equipment or this Agreement, including, without limitation, Lender's rights to receive Installment Payments payable to Lender hereunder, in accordance with this Section 10.01. 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 Agreement. Lender or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates

evidencing participation interests in this Agreement, or making this Agreement part of a pool of obligations, so long as such assignment or reassignment is to (a) a bank, insurance company or similar institution; or (b) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in this Agreement. Notwithstanding the foregoing, unless to an affiliate controlling, controlled by or under common control with Lender, no assignment or reassignment of Lender's interest in this Agreement shall be effective unless and until the Purchaser shall receive notice of such assignment or reassignment disclosing the name and address of each such assignee.

(b) The Purchaser further agrees that Lender's interest in this Agreement may be assigned in whole or in part (subject to the limitations on assignment contained in Section 10.01(a)) 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 Agreement, provided the Purchaser receives notice of such assignment and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

(c) Purchaser agrees to execute any document reasonably required in connection with any assignment. If Lender notifies Purchaser of its intent to assign this Agreement, Purchaser agrees that it shall execute and deliver to Lender a Notice and Acknowledgement of Assignment substantially in the form of Exhibit F attached to this Agreement within five (5) business days after its receipt of such request. Any assignor must provide notice of any assignment to Purchaser, and Purchaser shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, Purchaser shall thereafter make all payments in accordance with such 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.

(d) Lender acknowledges that this Agreement has not been registered under the Securities Act of 1933, as amended, and has not been registered or otherwise qualified for sale under the securities laws of any state, and in connection with its extension of credit evidenced by the Agreement, the Town has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document. Lender represents that it is familiar with the operations and financial condition of the Purchaser, based upon information furnished to Lender by the Purchaser, and has made such inquiries as it deems appropriate in connection with this Agreement.

(e) Lender covenants that it will not provide any disclosure document containing information about the Purchaser in connection with any sale or assignment of Lender's rights in this Agreement without the Purchaser's express approval of such disclosure document.

Section 10.02. Assignment and Leasing by Purchaser. None of Purchaser's right, title, and interest in, to and under this Agreement or any portion of the Equipment may be assigned, leased or encumbered by Purchaser for any reason without the prior written consent of Lender.

ARTICLE XI EVENTS OF DEFAULT

Section 11.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Purchaser to pay any Installment Payment or other payment required to be paid under this Agreement within 10 days of the date when due as specified herein;

(b) Failure by Purchaser to maintain the insurance required under this Agreement (including the insurance required by Section 7.02);

(c) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by Purchaser in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(e) A default occurs under any other agreement between Purchaser and Lender for borrowing money, including installment financing agreements, which results from Purchaser's failure to make payment of principal and interest with respect to such obligations when due;

(f) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding;

(g) The occurrence of an Event of Non-appropriation; or

(h) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 11.02. Remedies on Default. Whenever any Event of Default exists, Lender shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Purchaser, Lender may declare all Installment Payments payable by Purchaser pursuant to this Agreement and other amounts payable by Purchaser hereunder to the end of the Term to be due;

(b) To the extent permitted by applicable law, Lender may enter the premises where the Equipment listed in this Agreement is located and take possession of such Equipment and sell or lease such Equipment for the account of Purchaser. The exercise of any such remedies respecting any such Event of Default shall not relieve Purchaser of any other liabilities hereunder or the Equipment listed therein; and

(c) Proceed by appropriate court action to enforce performance by Purchaser of the applicable covenants of this Agreement or to recover for the breach thereof; provided, however, that nothing herein

shall be deemed to allow any judgment for a deficiency or waive any provision of N.C.G.S. § 160A-20 or any defense the Purchaser may otherwise have;

(d) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State of North Carolina and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder, including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of Purchaser, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Agreement, and, thereafter, shall pay any remaining proceeds to Purchaser;

(e) To the extent permitted by applicable law, require Purchaser to deliver the Equipment, at Purchaser's sole expense, to any location within the State of North Carolina designated by Lender, and take possession of any proceeds of the Equipment, including Net Proceeds; or

(f) Lender may take whatever action at law or in equity that is necessary or desirable to enforce its rights under this Agreement or as a secured party in any or all of the Equipment subject to this Agreement.

(g) NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE PURCHASER IN FAVOR OF LENDER OR ANY OTHER PERSON IN VIOLATION OF SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE EQUIPMENT IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

Section 11.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lender to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

ARTICLE XII MISCELLANEOUS

Section 12.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Purchaser.

Section 12.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lender and Purchaser and their respective successors and assigns.

Section 12.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04. Amendments, Changes and Modifications. This Agreement (including the Schedule) may only be amended in writing by Lender and Purchaser.

Section 12.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 12.08. E-Verify. Lender hereby certifies that Lender understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, 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. The 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. The Lender will require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor’s compliance with E-Verify.

Section 12.09. SEC Disclosure. In connection with the Purchaser’s compliance with any continuing disclosure undertakings (each, a “Continuing Disclosure Agreement”) entered into by the Purchaser pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), the Purchaser may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“EMMA”), notice of its incurrence of its obligations under this Agreement and any related documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement and related documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an “EMMA Posting”). Except to the extent required by applicable law, including the Rule, the Purchaser shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Purchaser or its affiliates in any portion of such EMMA Posting: address and account information of the Purchaser or its affiliates, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Purchaser or its affiliates and the form of Disbursement Request that is attached as Exhibit E.

The Purchaser acknowledges and agrees that the Lender and its affiliates are not responsible for the Purchaser’s or any other entity’s (including, but not limited to, any broker-dealer’s) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

[Remainder of page intentionally left blank]

In Witness Whereof, Lender and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LENDER:

Banc of America Public Capital Corp
11333 McCormick Road
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (904) 312-6101

PURCHASER:

Town of Harrisburg, North Carolina
4100 Main Street
Harrisonburg, NC 28075
Attention: Finance Director
Fax No.: [(704) 455-1206]

By: _____
Name: _____
Title: _____

By: _____
Name: Brian Lee
Title: Finance Director

(Seal)

Attest:

By: _____
Name: Janet Rackley
Title: Town Clerk

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

Finance Director

List of Exhibits:

Exhibit A	--	Schedule of Property
Exhibit A-1	--	Installment Payment Schedule
Exhibit B	--	Incumbency Certificate
Exhibit C	--	Opinion of Counsel Form
Exhibit D	--	Acceptance Certificate
Exhibit E	--	Form of Disbursement Request
Exhibit F	--	Notice and Acknowledgement of Assignment
Exhibit G	--	Self-Insurance Certificate

EXHIBIT A

SCHEDULE OF PROPERTY

Re: Equipment Installment Financing Agreement, dated as of October 25, 2022, between Banc of America Public Capital Corp, as Lender, and the Town of Harrisburg, North Carolina, as Purchaser

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Equipment Installment Financing Agreement (the "Agreement").

2. Equipment. The following items of Equipment are hereby included under this Schedule to the Agreement.

Vehicles/Equipment Description	Department
2022 Smeal 107' RM Smart Reach Ladder Fire Truck	Public Safety

3. Payment Schedule.

(a) Installment Payment Schedule. The Acquisition Amount for the Equipment is \$1,350,000. The Installment Payments shall be in such amounts and payable on such dates as set forth in the Installment Payment Schedule attached to this Schedule. The Purchaser's obligation to make Installment Payments shall commence on the date on which the Acquisition Amount to purchase the Equipment is deposited into an account with the North Carolina Capital Management Trust designated by the Purchaser, which is October 25, 2022.

(b) Prepayment Price Schedule. The Prepayment Price on each Installment Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Installment Payment date in the "Prepayment column" column of the Installment Payment Schedule attached to this Schedule (including the Installment Payment shown on the same line in the Installment Payment Schedule).

4. Representations, Warranties and Covenants. Purchaser hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Installment Payments on this Schedule.

5. The Purchase Agreement. The terms and provisions of the Agreement are hereby incorporated into this Schedule by reference and made a part hereof.

6. Agreement Proceeds. The Acquisition Amount which Lender shall pay to the Purchaser is \$1,350,000. It is expected that by eighteen (18) months from the date of the Agreement, Purchaser will have taken possession of all items of Equipment shown above and that a Purchaser's Acceptance Certificate, or Acceptance Certificates, will be signed by Purchaser and delivered to Lender on or before eighteen (18) months from the date of the Agreement.

7. Acquisition Period. The Acquisition Period shall end at the conclusion of eighteen (18) months following the date hereof.

8. Term. The Term shall extend from October 25, 2022 to August 1, 2032.

9. Optional Prepayment Date. For purposes of Section 4.01(b) of the Agreement, the Optional Prepayment Date is August 1, 2027.

10. Contract Rate. The Contract Rate for this Schedule is 2.8675%.

[Remainder of page intentionally left blank]

Dated: October 25, 2022

LENDER:

Banc of America Public Capital Corp
11333 McCormick Road
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (904) 312-6101

PURCHASER:

Town of Harrisburg, North Carolina
4100 Main Street
Harrisburg, North Carolina 28075
Attention: Finance Director
Fax No: (704) 455-1206

By: _____
Name: _____
Title: _____

By: _____
Name: Brian Lee
Title: Finance Director

(Seal)

Attest:

By: _____
Name: Janet Rackley
Title: Town Clerk

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Agreement and this Schedule constitute chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1

INSTALLMENT PAYMENT SCHEDULE

Re: Equipment Installment Financing Agreement, dated as of **October 25, 2022**, between Banc of America Public Capital Corp, as Lender, and Town of Harrisburg, North Carolina, as Purchaser

Purchaser: Town of Harrisburg, North Carolina

Term: 9 years, 9 months

Acquisition Amount: \$1,350,000

Contract Rate: 2.8675%

<u>Installment Payment Date</u>	<u>Installment Payment Amount</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Outstanding Balance</u>	<u>Prepayment Price</u>
8/1/2022				\$1,350,000.00	
8/1/2023	164,678.63	29,678.63	135,000	1,215,000.00	
8/1/2024	169,840.13	34,840.13	135,000	1,080,000.00	
8/1/2025	165,969.00	30,969.00	135,000	945,000.00	
8/1/2026	162,097.88	27,097.88	135,000	810,000.00	
8/1/2027	158,226.75	23,226.75	135,000	675,000.00	675,000.00
8/1/2028	154,355.63	19,355.63	135,000	540,000.00	540,000.00
8/1/2029	150,484.50	15,484.50	135,000	405,000.00	405,000.00
8/1/2030	146,613.38	11,613.38	135,000	270,000.00	270,000.00
8/1/2031	142,742.25	7,742.25	135,000	135,000.00	135,000.00
8/1/2032	138,871.13	3,871.13	135,000	00.00	
Total	1,553,879.28	203,879.28	1,350,000		

Prepayment Premium for purposes of Section 4.01(b) is none.

For purposes of this Agreement, "Taxable Rate," with respect to the interest component of Installment Payments, means an annual rate of interest equal to 3.6599%.

PURCHASER:

TOWN OF HARRISBURG, NORTH CAROLINA

By: _____

Name: Brian Lee

Title: Finance Director

EXHIBIT B

INCUMBENCY CERTIFICATE

The undersigned, a duly elected and acting Clerk of the Town Council of Harrisburg, North Carolina ("Purchaser") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Purchaser (the "Officials") in the capacity set forth opposite their respective names below and that the facsimile signatures set forth opposite their names are their true signatures; and

B. The Officials are duly authorized, on behalf of Purchaser, to negotiate, execute and deliver the Equipment Installment Financing Agreement dated as of **October 25, 2022** and the Schedule attached thereto (the "Agreement") by and between Purchaser and Banc of America Public Capital Corp, and the Agreement is a binding and authorized Agreement of Purchaser, enforceable in all respects in accordance with its terms.

<u>Name of Official</u>	<u>Title</u>	<u>Signature</u>
Brian Lee	Finance Director	_____

Dated: **October 25, 2022**

By: _____
Janet Rackley
Town Clerk

(Signer of this Certificate cannot be listed above as authorized to execute the Agreement.)

EXHIBIT C

OPINION OF COUNSEL TO PURCHASER

Banc of America Public Capital Corp
11333 McCormick Road
M/C MD5-032-07095
Hunt Valley, MD 21031

Re: Equipment Installment Financing Agreement, dated as of October 25, 2022, between Banc of America Public Capital Corp, as Lender, and the Town of Harrisburg, North Carolina, as Purchaser

Ladies and Gentlemen:

As Town Attorney for Town of Harrisburg, North Carolina (“Purchaser”), I have examined (a) an executed counterpart of the Equipment Installment Financing Agreement, dated as of October 25, 2022, and Exhibits thereto by and between Banc of America Public Capital Corp (“Lender”) and Purchaser (the “Agreement”), which, among other things, provides for the financing of certain property listed in the Schedule (the “Equipment”), (b) an executed counterpart of the resolutions of Purchaser which, among other things, authorize Purchaser to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement and the Schedule, together with the Installment Payment Schedule attached to the Schedule, are herein referred to collectively as the “Agreement”.

As to questions of fact material to my opinion, I have relied upon the representations of the Purchaser in the Agreement and in the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation. The Agreement is being entered into by the Purchaser pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended (the “Act”), to enable Purchaser to purchase certain Equipment as defined in the Agreement.

Based on the foregoing, I am of the following opinions:

1. Purchaser is a municipal corporation duly organized and existing under the laws of the State.
2. Purchaser has the requisite power and authority to acquire and finance the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement.
3. The Agreement has been duly authorized, approved, executed and delivered by and on behalf of Purchaser, and the Agreement is a valid and binding obligation of Purchaser enforceable in accordance with its respective terms.
4. The authorization, approval, execution and delivery of the Agreement and all other proceedings of Purchaser relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lender or its assigns, as the case may be, in the Equipment or other collateral thereunder.

The opinion expressed above is subject to the following qualifications and limitations

The enforceability of the Agreement will be subject to bankruptcy, insolvency, and other laws affecting creditors' rights generally. To the extent that remedies under the Agreement require enforcement by a court of equity, the enforceability thereof may be limited by such principles of equity as the court having jurisdiction may impose.

- a) Pursuant to the Act, no deficiency judgment may be rendered against Purchaser in the event of a breach by Purchaser of its obligations under the Agreement, including its obligation to make the installment payments under the Agreement, and the taxing power of Purchaser is not pledged, and may not be pledged, to pay any obligation of Purchaser under the Agreement.
- b) Under North Carolina law, the recovery of attorneys' fees is limited by and subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.
- c) I express no opinion as to the enforceability of any indemnity provision in the Agreement.
- d) I have assumed for purposes of my opinion contained herein that Lender will exercise its rights under the Agreement in good faith and in a commercially reasonable manner.

All capitalized terms herein shall have the same meanings as in the Agreement unless otherwise provided herein. Lender and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Installment Payments, are entitled to rely on this opinion.

Printed Name: _____
Firm: _____
Address: _____
Telephone No.: _____

Signature: _____
Dated: _____

EXHIBIT D

ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
M/C MD5-032-07095
Hunt Valley, MD 21031

Re: Equipment Installment Financing Agreement, dated as of **October 25, 2022**, between Banc of America Public Capital Corp, as Lender, and Town of Harrisburg, North Carolina, as Purchaser

Ladies and Gentlemen:

In accordance with the Equipment Installment Financing Agreement (the "Agreement"), the undersigned Purchaser hereby certifies and represents to, and agrees with Lender as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. Purchaser has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Purchaser is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: October 25, 2022

PURCHASER:

TOWN OF HARRISBURG, NORTH CAROLINA

By: _____

Name: _____

Title: _____

(Seal)

EXHIBIT E

FORM OF DISBURSEMENT REQUEST

Re: Equipment Installment Financing Agreement dated October 25, 2022 by and between Banc of America Public Capital Corp, as Lender and Town of Harrisburg, North Carolina, as the Purchaser (the “Agreement”).

In accordance with the terms of Section 3.02 of the Agreement between Banc of America Public Capital Corp (“Lender”) and Town of Harrisburg, North Carolina (the “Purchaser”) the undersigned hereby requests the Lender to approve payment to the following persons of the following amounts from the Project Account for the following purposes.

Payee’s Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by the Purchaser, and the same is a proper charge against the Project Account for Equipment Costs, and has not been paid. Attached hereto is a copy of the original invoice documentation with respect to such obligation.

(ii) Each item of the Equipment subject to this Disbursement Request has been delivered, installed and accepted by the Purchaser.

(iii) The undersigned, as an authorized representative of the Purchaser, has no notice of any vendor’s, materialmen’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which the Purchaser is, as of the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to the Purchaser).

(v) The Equipment subject to this Disbursement Request is insured in accordance with the Agreement.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Agreement has occurred and is continuing at the date hereof.

(vii) The disbursement is occurring prior to the end of the Acquisition Period.

(viii) The representations, warranties and covenants of the Purchaser set forth in the Agreement are true and correct as of the date hereof.

(viii) No Material Adverse Change in the Purchaser's financial condition has occurred since the date of the Agreement.

Dated: _____

TOWN OF HARRISBURG, NORTH CAROLINA

By: _____
Authorized Representative

Disbursement of funds from the Project
Fund in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lender under the Agreement

By: _____
Authorized Agent

EXHIBIT F

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (“Assignor”) hereby gives notice that it has assigned and sold to [_____] (“Assignee”) all of Assignor’s right, title and interest in, to and under the Equipment Installment Financing Agreement and related Schedule (“Agreement”) dated as of **October 25, 2022** between Assignor and the Town of Harrisburg, North Carolina (“Purchaser”).

For purposes of this Notice and Acknowledgment of Assignment (the “Acknowledgment”), “Agreement” means collectively the Agreement identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. Each capitalized term used but not defined herein has the meaning set forth in the Agreement described above.

1. [Pursuant to the authority of Resolution _____ adopted on _____,] Purchaser hereby [consents to and] acknowledges the effect of the assignment of the Agreement and absolutely and unconditionally agrees to deliver to Assignee all installment payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Purchaser hereby agrees that: (i) Assignee shall have all the rights of Lender under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Agreement, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section 3.04 of the Agreement, the obligations of Purchaser to make installment payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Purchaser agrees that, as of the date of this Acknowledgment, the following information about the Agreement is true, accurate and complete:

Number of Installment Payments Remaining	—	_____
Amount of Each Installment Payment	—	\$ _____
Total Amount of Installment Payments Remaining—	—	\$ _____
Frequency of Installment Payments	—	_____
Next Installment Payment Due	—	_____

4. The Agreement remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Any inquiries of Purchaser related to the Agreement and any requests for disbursements, if applicable, and all installment payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Purchaser in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

PURCHASER: TOWN OF HARRISBURG, NORTH CAROLINA

By: _____

Name: _____

Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement

In connection with the above-referenced Agreement (the "Agreement"), Town of Harrisburg, North Carolina (the "Purchaser") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Purchaser is self-insured for damage or destruction to the Equipment listed in the Schedule of Property to the Agreement (herein, the "Equipment"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$_____. [The Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$_____.]

2. The Purchaser is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Purchaser's self-insurance program is \$_____. [The Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$_____].

[3]. The Purchaser maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Purchaser's self-insurance liabilities is \$_____. [Amounts paid from the Purchaser's self-insurance fund are subject to a dollar per claim of \$_____].

[3]. The Purchaser does not maintain a self-insurance fund. The Purchaser obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from the such sources are limited as follows: _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Purchaser.

PURCHASER:

TOWN OF HARRISBURG, NORTH CAROLINA

By: _____

Name: _____

Title: _____



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider Appointments to Planning and Zoning Board

Presenting Personnel:

Zac Gordon, Interim Planning & Economic Development Director

Suggested Motion or Action:

Motion to appoint Monica Long to the Planning and Zoning Board for a term of 3 years, expiring June 30, 2025

Motion to appoint Kevin Schaffner to the Planning and Zoning Board for a term of 3 years, expiring June 30, 2025

Description/Background:

The Town Council had previously extended the terms of Rodney Garner and Kevin Schaffner through October 31st, having previously extended their terms from July 1st to August 31st. At its August 16th meeting, the Planning and Zoning Board appointed a subcommittee of Andy Rathke, Thelma Thorne-Chapman and Kevin Hutchins to review applications for the Board. In addition, Council members Ian Patrick and Rodney Dellinger took part in interviews with candidates on September 21st and 28th. At the conclusion of the interviews, the subcommittee members unanimously recommended the re-appointment of Kevin Schaffner and the appointment of Monica Long to the Planning and Zoning Board.

Recommendation:

Consider the recommendations of Planning and Zoning Board subcommittee to appoint Kevin Schaffner and Monica Long to the Planning and Zoning Board for 3 year terms, expiring on June 30, 2025.

Fiscal Impact:

None

Attachments:

1. Long, Monica
2. Schaffner, Kevin
3. Board Members
4. Eide, Ryan
5. Leake, Bill



TOWN OF HARRISBURG PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

Application for Town of Harrisburg Planning and Zoning Advisory Board

Town of Harrisburg Planning and Zoning Advisory Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for three years. Planning and Zoning Advisory Board Members also serve as members of the Board of Adjustment. The Planning and Zoning Advisory Board typically meets the 3rd Tuesday of every month at 6pm.

If you are interested please complete the form below and return to Town Clerk, Town of Harrisburg, PO Box 100, Harrisburg, NC 28075, or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION					
Name	Monica S. Long		Date	July 1, 2022	
Address	3714 Ayrshire Court		Apartment/Unit #		
City	Harrisburg	State	NC	Zip	28075
Phone	252.814.5448	Email Address	Solutions@MonicaSLong.com		
Are you able to attend regularly scheduled meetings once a month?	YES ☒	NO ☐			
Are you a resident of Harrisburg?	YES ☒	NO ☐	If so, dates?	Since January 2001	
Are you a resident of the Harrisburg ETJ?	YES ☐	NO ☒	If so, dates?		
Have you ever been convicted of a felony?	YES ☐	NO ☒	If yes, explain?		

REFERENCES	
<i>Please list three references.</i>	
Name	Mark Rhoades
Relationship	Former Supervisor / Area Appraiser / Area 3-Winston-Salem
Company	North Carolina Department of Transportation
Phone	336)968 3851
Address	1605 Westbrook Plaza Drive, Suite 201, Winston-Salem NC 27103
Name	Leanna Rogers
Relationship	Former Cohort / Real Property Agent II
Company	North Carolina Department of Transportation
Phone	704 516 4173
Address	206 Charter Street, Albemarle NC 28001
Name	Anita Lee
Relationship	Former Cohort / Real Property Agent I
Company	North Carolina Department of Transportation
Phone	704)609 1464
Address	5924 Martin Lake Drive, Charlotte NC 28227

EMPLOYMENT		
Company 1	Monica S. Long & Associates, LLC	Phone 252.814 5448
Address	3714 Ayrshire Court	City / State Harrisburg, NC 28075
Job Title	Managing Member	
Responsibilities	Managing firm and providing appraisal reviews and other right-of-way services.	
Dates	From 11/2021 To Present	
Company 2	North Carolina Department of Transportation / Appraisal Office	Phone 336.968 3851
Address	1605 Westbrook Plaza Drive, Suite 201	City / State Winston-Salem, NC
Job Title	Real Property Appraiser II (Employed by NCDOT/Right of Way Unit from 1993-2021)	
Responsibilities	Reviewing, evaluating, & analyzing real property appraisals for compliance with/to eminent domain federal, state regulations.	
Dates	From July 2017 To November 2021	

EDUCATION		
School	North Carolina State University	From 1987 To 1991
Degree	BA	Major Sociology / Education
Additional Information Real Estate Broker 144461 / Former Certified Secondary Education Instructor / Certified General Real Property Appraiser A7212		

ADDITIONAL COMMENTS
Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board.
I care deeply about the Town of Harrisburg and I would like to serve on the Planning and Zoning Advisory Board so as to be instrumental in the process(es) of developing prudent recommendations regarding future land use and town growth. As a real estate appraiser, I am charged with the responsibility to "preserve the public trust," and to perform my assignments with impartiality, independence and objectivity; attributes that I would exemplify in my role as a board member. My twenty-seven-year career as a public servant, in right of way acquisitions, required the balancing of the interests of impacted property owners with that of highway end users. I would like the opportunity to draw from my experience and be of service to my local community.
Based on what you know about the Town of Harrisburg Planning and Zoning Board, what skills and abilities can you provide that will make the Planning and Zoning Board able serve the community better?
My experience as a public servant and appraiser (eminent domain specialty) has fostered the development of skills and abilities that closely relate to the functions / role of a Planning and Zoning Board member. Many of my relevant skills / abilities follow: ability to analyze land records such as surveys, plats, deeds, topo maps, cross-sections, NC Department of Transportation highway plans, etc.; ability to access, identify, analyze relevant characteristics of each parcel of real estate in the appraisal development process, including easements, land use regulations, encumbrances, leases, covenants, contracts, wetlands, flood maps, along with previously mentioned land records, etc.; ability to develop each valuation methodology (sales comparison, cost, income) including the development of a highest and best use opinion, market analyses, and the ability to effectively communicate my conclusions; I have interfaced with the public as a governmental representative at public hearings; the ability to analyze, interpret and explain the impact of proposed right of way on private property; given my experience, I was selected to review, evaluate and analyze appraisals for adherence to the Uniform Standards of Professional Appraisal Practice (USPAP), NC Appraisal Board Rules and Regulations and the NC Department of Transportation's Real Estate Appraisal Standards and Legal Principles Guide - I regularly communicate with clients, staff, fee appraisers regarding review findings. I would be honored to serve my community.

ADDITIONAL COMMENTS (continued)

Please list any current civic and/or community participation you may be involved with, in the space below. Include any public boards or commissions on which you may have served.

Harrisburg Citizens Academy Graduate 2021
ComPeer - Mecklenburg County Mental Health Alliance - Currently
Cabarrus County Meals on Wheels - 2021-2022
NC Guardian Ad-Litem 2021-2022
State Employees' Advisory Board Member +/- 2007-2009
Cabarrus County Foster Parent +/- 2004-2006
Oak Grove Baptist Church Women's Ministry
Oak Grove Baptist Church Building Fund Committe 2014 - +/-2018
Oak Grove Baptist Church Nursery 2019-2020
Cabarrus County Victim's Assistance Network (CVAN) 2012 - +/-2015
Big Brothers Big Sisters of Mecklenburg County - 1993 - ongoing

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature



Date

July 1, 2022



TOWN OF HARRISBURG PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

Application for Town of Harrisburg Planning and Zoning Advisory Board

Town of Harrisburg Planning and Zoning Advisory Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for three years. Planning and Zoning Advisory Board Members also serve as members of the Board of Adjustment. The Planning and Zoning Advisory Board typically meets the 3rd Tuesday of every month at 6pm.

If you are interested please complete the form below and return to Town Clerk, Town of Harrisburg, PO Box 100, Harrisburg, NC 28075, or submit via email to jrackley@harrisburgnc.org.

APPLICANT INFORMATION			
Name Kevin Schaffner		Date 05/18/2022	
Address 9459 Leyton Dr		Apartment/Unit #	
City Harrisburg	State NC	Zip 28075	
Phone (407) 730-0260		Email Address kschaffnergov@gmail.com	
Are you able to attend regularly scheduled meetings once a month?	YES ☒ NO ☐		
Are you a resident of Harrisburg?	YES ☒ NO ☐ If so, dates?		
Are you a resident of the Harrisburg ETJ?	YES ☐ NO ☒ If so, dates?		
Have you ever been convicted of a felony?	YES ☐ NO ☒ If yes, explain?		

REFERENCES	
<i>Please list three references.</i>	
Name Brian Bresg	Relationship Sector Leader
Company LS3P Associates LTD.	Phone (704) 371-7842
Address 227 W Trade St, Suite 700, Charlotte NC 28202	
Name David Loy	Relationship Office Finance Manager
Company LS3P Associates LTD.	Phone (704) 371-7890
Address 227 W Trade St, Suite 700, Charlotte NC 28202	
Name Nathan Daniel	Relationship Workplace Practice Leader
Company LS3P Associates LTD.	Phone (704) 371-7841
Address 227 W Trade St, Suite 700, Charlotte NC 28202	

EMPLOYMENT	
Company 1 LS3P Associates	Phone (704) 333-6686
Address 227 W Trade St #700	City / State Charlotte, NC 28202
Job Title Architect Senior Associate	
Responsibilities Project management, design, consultant coordination, architecture	
Dates	From 04/2018 To Current
Company 2	Phone ()
Address	City / State
Job Title	
Responsibilities	
Dates	From To

EDUCATION	
School UNC Charlotte	From 2005 To 2011
Degree Bachelors of Arts, Masters	Major Architecture
Additional Information	

ADDITIONAL COMMENTS
Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board.
I am excited for the opportunity to continue to serve my community as a member of the planning and zoning advisory board. Over the past year plus it has been my privilege to serve on the board and continue to shape the way the community grows. As a long-time resident, I have observed first-hand the way in which Harrisburg has grown, and I look to continue being a small part in helping manage the growth that the town continues to see.
Based on what you know about the Town of Harrisburg Planning and Zoning Board, what skills and abilities can you provide that will make the Planning and Zoning Board able serve the community better?
As an architect, I am able to offer unique perspectives that blend a planning background with an understanding of design to help better the community as a whole. As part of the committee that helped to refine the UDO updates last year, I was able to contribute with these skills to provide limited guidance to the companies working with the Town and Council to evolve the next generation of the UDO. My background in creating and reading drawings will continue to be an asset to the board, and my understanding of the Town ' s processes and guidelines will only help to better analyze the agenda items that come before us.

ADDITIONAL COMMENTS (continued)

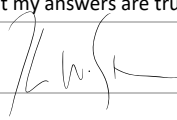
Please list any current civic and/or community participation you may be involved with, in the space below. Include any public boards or commissions on which you may have served.

I currently serve on the Planning and Zoning board for Town of Harrisburg. Also a Lead Mentor for ACE Mentor Charlotte, which helps high school students gain exposure to the Architecture, Contracting and Engineering disciplines through hands-on experiences with design and construction activities throughout the school year.

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature



Date



TOWN OF HARRISBURG ADVISORY BOARD MEMBERS

PLANNING & ZONING ADVISORY BOARD/BOARD OF ADJUSTMENT				
Began:	Name	Address	Email	Term Expires
2018	Jake Carpenter	9161 Kensington Forest Drive, Harrisburg, NC	jakecarpenter@gmail.com	6/30/2023
2019	Kevin Schaffner	9459 Leyton Drive, Harrisburg, NC 28075	kschaffnergov@gmail.com	6/30/2022
2009	Andy Rathke, Chairman P/Z, Vice BOA	7739 Woodmere Drive, Harrisburg, NC	amrathke@aol.com	6/30/2023
2010	Thelma Thorne-Chapman	4852 Sherborne Drive, Harrisburg, NC	thelmachapman1@gmail.com	6/30/2023
2018	Rodney Garner (BOA ALT)	4721 The Arbors Drive, Harrisburg, NC	rgarner68@gmail.com	6/30/2022
2021	Kevin Hutchins	6156 Maple Leaf Avenue, Harrisburg, NC	kevinhutchinsk@gmail.com	6/30/2024
	VACANT			6/30/2024

* Appointed by County

P/Z Council Liasions - Ian Patrick, Rodney Dellinger (alt)

3 Year Terms



TOWN OF HARRISBURG PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

Application for Town of Harrisburg Planning and Zoning Advisory Board

Town of Harrisburg Planning and Zoning Advisory Board

The Planning and Zoning Board is a volunteer board consisting of seven members. Six members of the Board reside in the Town of Harrisburg, and one member represents the Extra-Territorial Jurisdiction (ETJ) of the Town. The Board makes recommendations to the Town Council on rezoning cases, major subdivisions and text amendments to the Unified Development Ordinance. The Board does not make final decisions; they are an advisory board whose purpose is to make recommendations to the Town Council regarding land use decisions. Terms last for three years. Planning and Zoning Advisory Board Members also serve as members of the Board of Adjustment. The Planning and Zoning Advisory Board typically meets the 3rd Tuesday of every month at 6pm.

If you are interested please complete the form below and return to Town Clerk, Town of Harrisburg, PO Box 100, Harrisburg, NC 28075, or submit via email to jackley@harrisburgnc.org.

APPLICANT INFORMATION			
Name Ryan Eide		Date 7-1-2022	
Address 10602 Coronet Court		Apartment/Unit #	
City Harrisburg	State NC	Zip 28075	
Phone 704.456.8171	Email Address ryanjeide@outlook.com		
Are you able to attend regularly scheduled meetings once a month?	YES ☒	NO ☐	
Are you a resident of Harrisburg?	YES ☒	NO ☐	If so, dates? November 2014
Are you a resident of the Harrisburg ETJ?	YES ☐	NO ☒	If so, dates?
Have you ever been convicted of a felony?	YES ☐	NO ☒	If yes, explain?

REFERENCES	
<i>Please list three references.</i>	
Name Cher Oliver	Relationship Friend/Neighbor
Company	Phone 9148882616
Address 10512 Sweethaven Ln Harrisburg NC	
Name Denise Slimer	Relationship Friend/Neighbor
Company	Phone 7047283537
Address 4551 Sunprince Dr Harrisburg NC	
Name Richard Eide	Relationship Father
Company	Phone 7143215336
Address 10548 Springcrest Dr Harrisburg, NC	

EMPLOYMENT	
Company 1 Dealer Tire LLC	Phone 2164320088
Address 7012 Euclid Ave	City / State Cleveland OH
Job Title Outside Sales Account Manager	
Responsibilities Provide Sales Consultation, Training, and Business Development	
Dates	From Jan 2007 To Current
Company 2 Nextel Partners Communications	Phone N/A)
Address N/A	City / State Pensacola, FL
Job Title Regional Sales Manager	
Responsibilities Provide Communication Solutions corporations	
Dates	From 2003 To 2007

EDUCATION	
School University of Phoenix Online	From 2003 To 2007
Degree	Major Business Administration
Additional Information	

ADDITIONAL COMMENTS
Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board.
I am aspiring to join the city council and thought that this advisory board would give me a better view of the process of city government. I would like to learn the why's and how our town is expanding/developing.
Based on what you know about the Town of Harrisburg Planning and Zoning Board, what skills and abilities can you provide that will make the Planning and Zoning Board able serve the community better?
I have been the president of my communities HOA board for 5+ years. This allowed me to work with the town's department of Public Works to have our community approved and accepted by the Town of Harrisburg.

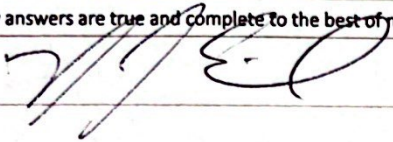
ADDITIONAL COMMENTS (continued)

Please list any current civic and/or community participation you may be involved with, in the space below. Include any public boards or commissions on which you may have served.

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature



Date

7-1-2022



TOWN OF HARRISBURG PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

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APPLICANT INFORMATION			
Name Bill Leake		Date 05/13/22	
Address 7238 Sandown Ct		Apartment/Unit #	
City Harrisburg	State NC	Zip 28075	
Phone 908-521-3740	Email Address wleake63@gmail.com		
Are you able to attend regularly scheduled meetings once a month?	YES ☒	NO ☐	
Are you a resident of Harrisburg?	YES ☒	NO ☐	If so, dates? 1979-1988, 12/2020-5/2022
Are you a resident of the Harrisburg ETJ?	YES ☐	NO ☒	If so, dates?
Have you ever been convicted of a felony?	YES ☐	NO ☒	If yes, explain?

REFERENCES	
<i>Please list three references.</i>	
Name Susan Sessler	Relationship Supervisor
Company City of Concord Buildings & Grounds Dept.	Phone (704) 920-5380
Address	
Name Starla Rogers	Relationship Co-worker
Company City of Concord Planning Dept.	Phone (704) 798- 4298
Address	
Name Scott Noel	Relationship Friend
Company Wells Fargo	Phone (704) 877-3723
Address	

EMPLOYMENT		
Company 1	City of Concord NC	Phone (704) 920-5555
Address	PO Box 308	City / State Concord NC
Job Title	City Arborist	
Responsibilities	Development Plan Review, Urban Forest Management	
Dates	From 1997	To 2022
Company 2	Davey Tree Expert Company	Phone (704) 815-5529
Address	6039 McDaniel Ln	City / State Charlotte
Job Title	Utility Arborist	
Responsibilities	Utility/Commercial/Residential Tree Service Crew Supervisor	
Dates	From 1984	To 1997

EDUCATION		
School	Cental Cabarrus High School	From 1979 To 1982
Degree		Major
Additional Information	Certified Arborist with Tree Risk Assessment Qualification from the International Society of Arboriculture	

ADDITIONAL COMMENTS
Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board.
I am excited for the opportunity to continue to serve my community as a member of the planning and zoning advisory board. Over the past year plus it has been my privilege to serve on the board and continue to shape the way the community grows. As a long-time resident, I have observed first-hand the way in which Harrisburg has grown, and I look to continue being a small part in helping manage the growth that the town continues to see.
Based on what you know about the Town of Harrisburg Planning and Zoning Board, what skills and abilities can you provide that will make the Planning and Zoning Board able serve the community better?
I have experience with the plan review process for development as part of my job for the City of Concord. My daily activities include preliminary discussions with developers, site plan review, site inspections, code violation enforcement, ordinance modification, and meeting with citizens to discuss either development concerns or urban forestry management questions. These skill give me the ability to review town staff presentations and give educated interpretations and recommendations to the Town Council.

ADDITIONAL COMMENTS (continued)

Please list any current civic and/or community participation you may be involved with, in the space below. Include any public boards or commissions on which you may have served.

Past member of the Harrisburg Sustainability Advisory Board

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature **Bill Leake**

Bill Leake

Date **5/13/2022**